AGENDA
CITY COUNCIL
Tuesday, April 05, 2022
9:00 AM

The regular meeting of the City Council will be held on April 05, 2022 at 9:00 AM in the City Council Chambers
455 N. Main Street, Wichita, KS 67202.

OPENING OF REGULAR MEETING

Call to Order

Invocation and Pledge of Allegiance

Approve the minutes of regular meeting on March 22, 2022

Proclamations:

Child Abuse Prevention Month
Week of the Young Child
National Library Week

Awards:

International Institute of Municipal Clerks Award - Jamie Buster
ICMA Performance Management Award

I. PUBLIC AGENDA

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

1. Heather Gordon - Issues with Section 8 housing.

2. Alan Trenary - Community involvement and neighborhood associations.

3. Shirley Starr - Trash along City streets.

4. Celeste Racette - A. Price Woodard Park and Joan of Arc statue.

5. Jane Byrnes - Sustainability is everybody's responsibility to mitigate climate change.

II. CONSENT AGENDA ITEMS 1 THROUGH 28

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately (The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.

COUNCIL BUSINESS

III. BOARD OF BIDS AND CONTRACTS

1. Board of Bids and Contracts and Wichita Airport Authority Board of Bids and Contracts dated April 4, 2022.

   RECOMMENDED ACTION: Receive and file report, approve the contracts and authorize the necessary signatures.
   04-04-2022 Board of Bids.pdf
   04-04-2022 Board of Bids WAA.pdf

IV. PETITIONS FOR PUBLIC IMPROVEMENTS

1. Petitions for Public Improvements.

   RECOMMENDED ACTION: Approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.
   PFPI.docx
   Cedar Dale Addn.pdf
   Resolution No. 22-070 006105.docx
   Resolution No. 22-071 085496.docx
   Resolution No. 22-072 085770.docx
   Hawthorne Addn.pdf
   Resolution No. 22-073 006892.docx
   Resolution No. 22-074 085497.docx

Resolution No. 22-075 085498.docx
Resolution No. 22-076 007720.docx
Resolution No. 22-077 007724.docx
Meridian 53.pdf
Resolution No. 22-078 085494.docx
Resolution No. 22-079 004375.docx
South Seneca Estates.pdf
Resolution No. 22-080 006108.docx
Resolution No. 22-081 006116.docx
Resolution No. 22-082 085771.docx
Westbreeze Addn.pdf
Resolution No. 22-083 007233.docx
Cornejo Industrial District.pdf
Resolution No. 22-084 017261.docx
Resolution No. 22-085 017263.docx
Resolution No. 22-086 085727.docx

V. UNFINISHED COUNCIL BUSINESS

1. Repair or Removal of Dangerous and Unsafe Structure, 1127 N. Broadway Ave (front structure). (District VI)

   RECOMMENDED ACTION: Close the public hearing, adopt the resolution declaring the buildings to be dangerous and unsafe structures, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structures.
   If any of the above conditions are not met, the MABCD 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.
   Agenda Report No. V-1.doc

VI. NEW COUNCIL BUSINESS

1. Public Hearing and Request for a Letter of Intent to Issue Industrial Revenue Bonds, Webb Industrial, LLC. (District II)

   RECOMMENDED ACTION: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.
   Agenda Report No. VI-1.doc
   IRB Letter & Application (Webb Industrial - Bldg #3).pdf
   Resolution No. 22-087

2. Public Hearing and Request for Letter of Intent to Issue Industrial Revenue Bonds, Corterra of Wichita, LLC. (District V)

RECOMMENDED ACTION: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.
Agenda Report No. VI-2.doc
Resolution No. 22-097
Corterra IRB Application.pdf

3. Notice of a Public Hearing Regarding a Proposed Amendment to the Delano and Stadium Redevelopment Plan, West Bank Redevelopment District. (Districts IV and VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on April 19, 2022, to consider amendments to the Delano and Stadium Redevelopment Plan and West Bank Redevelopment District, authorize the necessary signatures and direct staff to publish the resolution two consecutive weeks prior to the date set for the public hearing.
Agenda Report No. VI-3.docx
Resolution No. 22-098

4. 2022 IT Data Cable Replacement.

RECOMMENDED ACTION: Approve the project, adopt the bonding resolution, and authorize the necessary signatures.
Agenda Report No. VI-4.doc
Resolution 22-088

5. City Hall Maintenance and Renovation. (District VI)

RECOMMENDED ACTION: Approve the project, adopt the bonding resolution, and authorize the necessary signatures.
Agenda Report No. VI-5.docx
Resolution 22-089

6. Replacement of Large Water Meters.

RECOMMENDED ACTION: Approve the project, adopt the resolution, and authorize the necessary signatures. Per Charter Ordinance 211, this item requires a two-thirds majority vote (five votes required).
Agenda Report No. VI-6.docx
Resolution 22-090
NOI 22-090

7. Supplemental Design Agreement No. 1 and Funding for Improvements to West Street, MacArthur Road to 47th Street South. (District IV)

RECOMMENDED ACTION: Approve Supplemental Design Agreement No. 1 and revised budget, adopt the amending resolution, and authorize the necessary

signatures.
Agenda_Report_No._VI-7.doc
Agreement.pdf
Resolution 22-092

8. Supplemental Design Agreement No. 1 and Funding for Improvements to West Street, I-235 to MacArthur Road. (District IV)

RECOMMENDED ACTION: Approve Supplemental Design Agreement No. 1 and revised budget, adopt the amending resolution, and authorize the necessary signatures.
Agenda_Report_No._VI-8.doc
SA#1 WestI235MacArthur.pdf
Resolution 22-093

9. Water Conservation – 2022 Rebate Program.

RECOMMENDED ACTION: Approve the 2022 Water Conservation Rebate Program.
Agenda Report No. VI-9.docx

10. General Obligation Note Sale.

RECOMMENDED ACTION: Ratify the award of the bid by the City Manager or his designee; adopt the Note Resolution; and authorize the necessary signatures.
Agenda Report No. VI-10.doc
Basic Docs Series - 308.docx
Spring 2022 - PARITY info for Council.pdf

11. Request for Renaming of the Maya Angelou Northeast Branch Library. (District I)

RECOMMENDED ACTION: Appoint the Library Board as the naming committee to determine to receive, review and make recommendations regarding the request for renaming the Maya Angelou Northeast Branch Library.
Agenda_Report_No._VI-11.doc

12. Funding Agreement with Sedgwick County for Housing First Program.

RECOMMENDED ACTION: Approve the funding agreement and authorize the necessary signatures.
Agenda_Report_No._VI-12.doc
Housing First Agreement.pdf

13. HOME Program Funding for Cerebral Palsy Research Foundation, Inc.; The Timbers Preservation Project. (District I)

RECOMMENDED ACTION: Approve issuance of a conditional commitment letter for

HOME Investment Partnerships Program financing in the amount of $190,000 for the Timbers Preservation Project and authorize the Director of Housing and Community Services to sign.
Agenda_Report_No._VI-13.doc
CPRF - Conditional Commitment Letter.pdf

14. Ordinance Amending Chapter 2.10 of the Code of the City of Wichita Pertaining to the Wichita Citizen's Review Board.

RECOMMENDED ACTION: Declare an Emergency and adopt the ordinance on first reading and authorize the necessary signatures.
Agenda_Report_No._VI-14.docx
Delineated Ordinance 2.10 Wichita Citizen's Review Board Amendments
51-729 Declaration of Emergency
Ordinance 51-729

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.

VII. NON-CONSENT PLANNING AGENDA

1. CON2021-00065: Conditional Use for Night Club in the City on Property Zoned LC Limited Commercial; Located One-Half Mile West of North Oliver Avenue, on the North Side of East 13th Street North, 3906 East 13th Street North. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and deny the requested Conditional Use (requires 4 of 7 votes). Alternatives: 1) Approve the requested Conditional Use with the conditions recommended by DAB 1 (requires 5 of 7 votes); or 2) Return the case to MAPC for additional consideration (requires 4 of 7 votes)
Agenda Report No. VII-1.doc
CON2021-00065 WCC Supporting Documents.docx
Appeal of CON2021-65.pdf
Excerpt Minutes of January 20 2022 MAPC.docx
Excerpt Minutes of February 17, 2022 MAPC.docx
CON2021-00065 Interoffice Memorandum 1-18.docx
CON2021-00065 Interoffice Memorandum 2-7.docx
Resolution 22-101

2. ZON2022-000007: Zone Change Request from TF-3 Two-Family Residential to

MF-29 Multi-Family Residential for Redevelopment on Property; Generally Located Within One-Half Mile North of West 13th Street North and One Block East of North Waco Avenue, 1641 N. Fairview. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve MF-18 Multi-Family Residential zoning, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 6 of 7 votes). Alternatives: 1) Deny the zone change (requires 5 of 7 votes); or 2) Return the case to MAPC for additional consideration (requires 4 of 7 votes) or 3) Approve the request for MF-29 Multi-Family Residential Zoning (requires 6 of 7 votes)
Agenda Report No. VII-2.docx
ZON2022-00007 WCC Supporting Documents.docx
ZON2022-00007 Protest map.pdf
Excerpt Minutes of March 3, 2022 MAPC.docx
HPB 03-14-2022 Draft Minutes.pdf
DAB Memo ZON2022-0007.pdf
Ordinance 51-730

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. Toni Lewis, a Toni Lewis, is also seated with the City Council.

VIII. NON-CONSENT HOUSING AGENDA - NONE

AIRPORT AGENDA

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

IX. NON-CONSENT AIRPORT AGENDA

1. Specific Airport Marketing Services Contract.

   RECOMMENDED ACTION: Approve the contract and authorize the necessary signatures.
   Agenda Report No. IX-1.docx
   Contract-Specific Marketing Services-Final.pdf

2. General Aviation Apron Reconstruction, Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the project budget adjustment, approve the increase in staff change order authority, approve the supplemental agreement, approve the grant applications, authorize acceptance of grant funds, and authorize the Director of Airports to sign all documents related to the grants.
Agenda Report No. IX-2.docx
GA Apron - Garver CRS SA2 partially executed.pdf
Grant Application AIP 3-20-0088-084-2022.pdf
Grant Application AIP 3-20-0088-085-2022.pdf

3. Notice of Intent to Use Debt Financing Amendment, General Aviation Apron Reconstruction, Wichita Dwight D. Eisenhower National Airport. (MOVED TO CONSENT, ITEM II-18a)

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. Resolution Supporting a State-Owned and Operated Mental Health Hospital in the Sedgwick County, Kansas Region.

RECOMMENDED ACTION: Approve the resolution and authorize all necessary signatures.
Agenda Report No. X-1.doc
Resolution No. 22-100

XI. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 28

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Applications for Licenses for Cereal Malt Beverages:

a. Applications for Licenses to Retail Cereal Malt Beverages.

RECOMMENDED ACTION: Approve licenses subject to staff review and approval.
CMBs for April 5, 2022.docx

2. Preliminary Estimates:

a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.
PEs for CC 04-05-22.pdf

b. Preliminary Estimate for Drainage Improvements to Serve Sawmill Creek Addition. (District II)

RECOMMENDED ACTION: Receive and file.
SWD Sawmill Creek Addition Cover Sheet Template.doc
SWD Sawmill Creek Addition NTBA PE.doc

c. Preliminary Estimates for Water Improvements to Serve Cherese Woods Addition. (District IV)

RECOMMENDED ACTION: Receive and file.
WDS Cherese Woods Cover Sheet Template.doc
WDS Cherese Woods NTBA PE.doc

d. Preliminary Estimates for Paving Improvements to Serve Sawmill Creek Addition. (District II)

RECOMMENDED ACTION: Receive and file.
PAV Sawmill Creek Addition Cover Sheet Template.doc
PAV Sawmill Creek Addition NTBA PE.doc

e. Preliminary Estimates for Water Improvements to Serve Sawmill Creek Addition. (District)

RECOMMENDED ACTION: Receive and file.
WDS Sawmill Creek Addition Cover Sheet Template.doc
WDS Sawmill Creek Addition NTBA PE.doc

f. Preliminary Estimates for Sewer Improvements to Serve Sawmill Creek Addition. (District II)

RECOMMENDED ACTION: Receive and file.
SS Sawmill Creek Addition Cover Sheet Template.doc
SS Sawmill Creek Addition NTBA PE.doc

3. Deeds and Easements:

a. Encroachment Agreement.

RECOMMENDED ACTION: Receive and file.
Black Hills - signed.pdf

4. Design Services Agreements:

a. Design Services Agreement for Biltmore Estates Addition Phases 1 and 2. (District IV)

RECOMMENDED ACTION: Approve the design agreement and authorize the necessary signatures.
Agenda Report No. II-4a.docx
Agreement.pdf

b. Supplemental Design Agreement No. 1 for Improvements to Clear Ridge Addition Phase 2. (District II)

RECOMMENDED ACTION: Approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.
Agenda Report No. II-4b.docx
SA#1 ClearRidgeAddnPh2.pdf

5. Minutes of Advisory Boards/Commissions:

Wichita Transit Advisory Board, February 16, 2022
Sustainability Integration Board, February 23, 2022

RECOMMENDED ACTION: Receive and file.
Transit Advisory Board, February 16, 2022.pdf
Sustainability Integration Board, February 23, 2022

6. Repair or Removal of Dangerous and Unsafe Structures:

a. Repair or Removal of Dangerous and Unsafe Structure. (District V)

RECOMMENDED ACTION: Adopt the resolution to schedule a public hearing before the City Council on May 17, 2022 at 9:30 a.m. or soon thereafter, to consider condemnation of the structure deemed dangerous and unsafe per Kansas State Statutes and local ordinances.
Agenda Report No. II-6.docx
Consent Supporting Documents.docx
Resolution 22-095

Uncategorized Items:

7. Community Events – Hopping Gnome Brewing Anniversary Party. (District I)

RECOMMENDED ACTION: Approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.
Agenda Report No. II-7.docx

8. Child Care Aware of Kansas Sustainability Grant – Round III. (Districts I, III, and VI)

RECOMMENDED ACTION: Accept the Sustainability Grant from Child Care Aware of Kansas and authorize the necessary signatures.
Agenda Report No. II-8.docx
Sustainability Grant Round 3 Contract.docx

9. Kansas & Oklahoma Railroad, LLC, (K&O) Agreements for Water Main Crossings at the Northwest Water Facility.

RECOMMENDED ACTION: Approve the agreements and authorize the necessary signatures.
Agenda Report No. II-9
KORR551339 - Agreement for Signatures.pdf
KORR551340 - Agreement for Signatures.pdf
KORR551341 - Agreement for Signatures.pdf

10. Fire Prevention & Safety Grant.

RECOMMENDED ACTION: Approve the submission and acceptance of the FY2021 Fire Prevention & Safety Program to fund personnel expenses.
Agenda Report No. II-10.doc
FP&S NOFO.pdf

11. American Association of Retired Persons Grant Application for Safety Fence at Seneca Park. (District IV)

RECOMMENDED ACTION: Authorize the grant submission.
Agenda Report No. II-11.doc
Seneca Park Safety Fence and Quote.pdf

12. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of $78,500 as full settlement of all possible claims arising out of the event, which is the subject of this claim and adopt the bonding resolution.
Agenda Report No. II-12.docx
Resolution 22-096

13. College Hill Park Easement Agreement with 240 South Circle Drive. (District I)

RECOMMENDED ACTION: Approve the easement agreement.
Agenda Report No. II-13.doc
Aerial Map.pdf
Easement Agreement.pdf

14. Surplus of City-owned Property at 724 East Osie. (District III)

RECOMMENDED ACTION: Declare the property as surplus and designate it as available for sale to the general public.
Agenda Report No. II-14.doc
Aerial.pdf

15. HOME Program Housing Development Loan Program Funding for Wichita Habitat for Humanity, Inc.; 1741 N. Lorraine and 1051 N. Poplar. (District I)

RECOMMENDED ACTION: Approve the HOME Investment Partnerships Program funding allocation of $72,000, approve the funding agreement, and authorize the necessary signatures.
Agenda Report No. II-15.doc
Wichita Habitat Funding Agreement.doc

16. HOME Program Housing Development Loan Program Funding for Wichita Habitat for Humanity, Inc.; 1737 N. Estelle and 1608 N. Volutsia. (District I)

RECOMMENDED ACTION: Approve the HOME Investment Partnerships Program funding allocation of $72,000, approve the funding agreement, and authorize the necessary signatures.
Agenda Report No. II-16.doc
Wichita Habitat Agreement, 1737 N. Estelle, 1608 N. Volutsia.doc

17. HOME Program Housing Development Loan Program Funding for Wichita Habitat for Humanity, Inc.; 1622 N. Erie. (District I)

RECOMMENDED ACTION: Approve the HOME Investment Partnerships Program funding allocation of $36,000, approve the funding agreement, and authorize the necessary signatures.
Agenda Report No. II-17.doc
Wichita Habitat Agreement, 1622 N. Erie.doc

18. Community Services Block Grant CARES Allocation.

RECOMMENDED ACTION: Approve the Community Services Block Grant CARES funding allocation.
Agenda Report No. II-18.docx

18a. Notice of Intent to Use Debt Financing Amendment, General Aviation Apron Reconstruction, Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Adopt the amending resolution and authorize the necessary signatures.
Agenda Report No. II-18a.docx
Resolution 22-094

19. Second Reading Ordinances:

Second Reading Ordinances (First read March 22, 2022)

RECOMMENDED ACTION: Adopt the ordinances.
List of Second Reading Ordinances 04-05-2022.docx

II. CONSENT PLANNING AGENDA ITEMS

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

20. DED2022-00005 – Dedication of Abutter's Access Rights for Property Located on the West Side of South West Street, 900 Feet North of West Harry Street. (District IV)

RECOMMENDED ACTION: Accept the Dedication.
Agenda Report No. II-20.docx
Supporting Documents.pdf

21. PUD2022-000001: Zone Change Request in the City from LC Limited Commercial to PUD Planned Unit Development for General Commercial uses on Property located on the East Side of Southeast Boulevard (K-15) and One-Half Mile South of East Pawnee Avenue, at the Intersection of East Wassall and South Minnesota. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).
Agenda Report No. II-21.docx
PUD2022-00001 MAPC Minutes Excerpt.docx
PUD2022-00001 WCC Supporting Documents.docx
2022-03-02 DAB 3 PUD2022-00001 Interoffice Memo.docx
Ordinance 51-731

22. SUB2021-00024 -- Plat of Nguyen Acres Addition Located on the North Side of East 47th Street South, One-Quarter Mile East of South Greenwich Road. (County)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.
Agenda Report No. II-22.docx
Supporting Documents.pdf

23. SUB2021-00058 -- Plat of R.F. 2nd Addition Located One-Quarter Mile South of East 31st Street South, One-Quarter Mile West of South Webb Road. (District II)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.
Agenda Report No. II-23.docx
Supporting Documents

24. ZON2022-000003: City Zone Change from SF-5 Single-Family Residential to MF-18 Multi-Family Residential; Generally located 1,100 Feet North of K-96 Highway and 1,000 Feet West of North Meridian Avenue. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).
Agenda Report No. II-24.docx
ZON2022-00003 WCC Supporting Documents.docx
Excerpt Minutes March 3, 2022 MAPC.docx
DAB Memo ZON2022-0003.pdf
Ordinance 51-732

25. ZON2022-000004: Zone Change from LC Limited Commercial to CBD Central Business District; Generally Located Southwest of West Douglas Avenue and South Seneca Street, 1601 W. Douglas Ave. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).
Agenda Report No. II-25.docx
ZON2022-00004 WCC Supporting Documents.docx
Excerpt Minutes of March 3, 2022 MAPC.docx
DAB Report for MAPD on ZON2022-00004.pdf
Ordinance 51-733

26. ZON2022-00005: City Zone Change from SF-S Single-Family Residential to TF-3 Two-Family Residential on Property located 175 Feet North of West 32nd Street

South and on the West Side of South Waco Avenue, 3245 and 3247 South Waco Avenue. (District III)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).
Agenda Report No. II-26.docx
ZON2022-00005 MAPC Minutes Excerpt.docx
ZON2022-00005 WCC Supporting Documents.docx
2022-03-02 DAB 3 ZON2022-00005 Interoffice Memo.docx
Ordinance 51-734

27. ZON2022-000006: City Amendment to Protective Overlay 167 to Change Screening Wall and Building Wall Requirements, Generally located on the North Side of West Kellogg Drive and Within One Half Mile West of South Tyler Road, 9400 West Kellogg Drive. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).
Agenda Report No. II-27.docx
ZON2022-00006 MAPC Minutes Excerpt.docx
ZON2022-00006 WCC Supporting Documents.docx
DAB Report for MAPD on ZON2022-00006.pdf
Ordinance 51-735

28. ZON2022-00009: Zone Change Request from NR Neighborhood Retail to GC General Commercial to Allow Food Truck on Property Located on the North Side of West 53rd Street North and One Block East of North Meridian Avenue, 5400 N. Sedgwick. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).
Agenda Report No. II-28.docx
ZON2022-00009 WCC Supporting Documents.docx
Excerpt Minutes of March 3, 2022 MAPC.docx
DAB Memo ZON2022-0009.pdf
Ordinance 51-736

II. CONSENT HOUSING AGENDA ITEMS - NONE

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. A Toni Lewis is also seated with the City Council.

II. CONSENT AIRPORT AGENDA ITEMS - NONE

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

Wichita, Kansas
April 4, 2022
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, representing Public Works and Utilities, Cheryl Busada, Debt Manager, Finance, representing the Director of Finance, Zach Kramka, Budget Analyst, representing Budget Office, Jason Brogden, Senior Buyer, representing Purchasing, Carter Craig and Adam Nebenzahl, Fellows, representing City Manager's Office, and Jamie Buster, Deputy City Clerk present.

Minutes of the regular meeting dated March 21, 2022, were read and on motion approved.

Bids were opened March 11, 2022, March 25, 2022, and April 1, 2022, pursuant to advertisements published on:

Water Distribution System to serve Cherese Woods Addition Phase 2 (east of 119th Street West, south of MacArthur Rd) (448-2021-039771/E8193/47117118) Traffic to be maintaned during construction using flagpersons and barricades. (District IV)

Apex Excavating, LLC - $40,955.00

Water Distribution System to serve Sawmill Creek Addition Phase 2 (north of 45th Street N, east of Rock Road) (448-2021-016664/E1102/47116121) Traffic to be maintaned during construction using flagpersons and barricades. (District II)
Storm Water Drain to serve Sawmill Creek Addition Phase 2 (north of 45th Street N, east of Rock Road) (458-2021-085478/E1101/47309621) Traffic to be maintaned during construction using flagpersons and barricades. (District II)
Sanitary Sewer to serve Sawmill Creek Addition Phase 2 (north of 45th Street N, east of Rock Road) (468-2021-016665/E1100/47264921) Traffic to be maintaned during construction using flagpersons and barricades. (District II)
Bridgewood Street from the southeast line of Lot 12, Block 1, to the east line of Lot 30, Block 9; Bridgewood Court up to and including the cul-de-sac; Spyglass Street from the north line of Lot 35, Block 2, to the southeast line of Lot 37, Block 2; and Spyglass Court up to and including the cul-de-sac, with drainage to be installed where necessary to serve Sawmill Creek Addition Phase 2 (north of 45th Street N, east of Rock Road) (472-2021-085728/E1099/47468921) Traffic to be maintaned during construction using flagpersons and barricades. (District II)

Apex Excavating, LLC - $118,650.00 Group 1 Water Distribution System
$223,480.00 Group 2 Storm Water Drain
$183,770.00 Group 3 Sanitary Sewer System
$331,195.00 Group 4 Paving
$857,095.00 Aggregate Bid Total

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

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

PUBLIC WORKS & UTILITES DEPARTMENT/FLEET DIVISION: High Pressure Sewer Cleaner with Chemical Root Control.

Elliott Equipment Company - $306,468.00 Base Bid
$1,946.11 Add Option 1
$0.00 Included Option 2
($30,000.00) Deduct Option 3
$56,000.00 Add Option 4
$334,414.11 Aggregate Total

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET DIVISION: High Pressure Sewer Cleaner on 56,000 GVW Ext Cab and Chassis.

Elliott Equipment Company - $311,468.00 Base Bid
$1,946.15 Add Option 1
$0.00 Included Option 2
($50,000.00) Deduct Option 3
$265,165.00 Add Option 4
$1,750.00 Add Option 5
$4,500.00 Non-bid Option
$584,829.15 Aggregate Total

PUBLIC WORKS & UTILITIES DEPARTMENT/ENVIRONMENTAL HEALTH DIVISION: Earthwork Phase III C&D Cell Construction at Brooks Landfill.

Pearson Construction, LLC - $616,280.00

WICHITA POLICE DEPARTMENT: Crematoriums for Animal Shelter.

FC Industries - $461,209.00

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET DIVISION: 37,000 GVWR Refuse Truck.

Omaha Truck Center * - $171,943.00 Base Bid
*Award One Additional Unit at Same Base Bid Cost

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET MAINTENANCE DIVISION: 20,000 GVW Step Vans.

Omaha Truck Center * - $593,364.00 Base Bid
$87,144.00 Add Option 1
$45,292.00 Add Option 3
$725,800.00 Aggregate Total
*Award Four Additional Units at Same Base Bid, Options 1 & 3 Cost

PARK & RECREATION DEPARTMENT: Audio – Visual Improvements for Watson Park Event Center.

Conference Technologies, Inc. * - $55,842.47
*Purchases Utilizing Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020(j)

HOUSING & COMMUNITY SERVICES DEPARTMENT: Phase 1 Environmental Site Assessment for RAD Program.

Spectrum Environmental, Inc. * - $66,150.00
*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2 (b)

PUBLIC WORKS & UTILITIES DEPARTMENT/FLEET DIVISION: Tractor with 25-Foot Cradle Boom Mower.

Murphy Tractor & Equipment Co. Inc. * - 251,882.39
*Purchases Utilizing Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020(j)

MABCD/NEIGHBORHOOD INSPECTIONS DIVISION: Demolition & Sire Clearing Services.

Bradburn Corporation * - $49,468.23
*Re-direct Award

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works & Utilities

Jamie Buster, MPA, MMC
Deputy City Clerk

FORMAL BID REPORT **EXHIBIT A**

TO: Robert Layton, City Manager
DATE: April 4, 2022

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

March 25, 2022

WDS to serve Cherese Woods Addition Phase 2 - Public Works & Utilities Dept/Engineering Division

Apex Excavating, LLC		**$40,955.00**

April 1, 2022

WDS/SWD/SS/PAV Sawmill Creek Addition Phase 2 - Public Works & Utilities Dept/Engineering Division

Apex Excavating, LLC	**Group 1 – WDS**	**$118,650.00**
	Group 2 – SWD	**$223,480.00**
	Group 3 - SS	**$183,770.00**
	Group 4 – PAV	**$331,195.00**
	Aggregate Bid Total	**$857,095.00**

PURCHASING BIDS – MELINDA WALKER, PURCHASING MANAGER

March 11, 2022

High Pressure Sewer Cleaner with Chemical Root Control -Public Works & Utilities Department/Fleet Division

Elliott Equipment Company	**Base Bid**	**$306,468.00**
	Option 1	**$1,946.11**
	Option2	**Included**
	Option 3	**($30,000.00)**
	Option 4	**$56,000.00**
	Aggregate Total	**$334,414.11**

March 25, 2022

High Pressure Sewer Cleaner on 56,000 GVW Ext Cab and Chassis – PW&U Depart/Sewer Main Div.

Elliott Equipment Company	**Base Bid**	**$311,468.00**
	Option 1	**$1,946.15**
	Option 2	**Included**
	Option 3	**($50,000.00)**
	Option 4	**$265,165.00**
	Option 5	**$1,750.00**
	Non bid option	**$4,500.00**
	Aggregate Total	**$584,829.15**

April 1, 2022

Earthwork Phase III C&D Cell Construction @ Brooks Landfill – PW&U Depart/Environmental Health Div.

Pearson Construction LLC	**$616,280.00**

Crematoriums for Animal Shelter – Police Department

FC Industries	**$461,209.00**

37,000 GVWR Refuse Truck – Public Works & Utilities Department/Fleet Division

Omaha Truck Center	**Base Bid**	**$171,943.00**

(Award One (1) Additional Unit at Same Base Bid Cost)

20,000 GVW Step Vans – Public Works & Utilities Department/Fleet Maintenance Division

Omaha Truck Center	**Base Bid**	**$593,364.00**
	Option 1	**$87,144.00**
	Option 3	**$45,292.00**
	Aggregate Total	**$725,800.00**

(Award Four (4) Additional Units at Same Base Bid, Options 1 & 3 Cost)

Audio – Visual Improvements for Watson Park Event Center – Park & Recreations Department

Conference Technologies Inc	**$55,842.47**

(Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j))

Phase I Environmental Site Assessment for RAD Program – Housing & Community Services Department

Spectrum Environmental, Inc	**$66,150.00**

(Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2. (b))

Tractor with 25 Foot Cradle Boom Mower – Public Works & Utilities Department/Fleet Division

Murphy Tractor & Equipment Co Inc **$251,882.39**

(Cooperative Contracts and Agreements Ordinance No. 38-122 Section 2.64.020 (j)

Demolition & Site Clearing Services – MABCD/Neighborhood Inspection Department

Bradburn Corporation **$49,468.23**

(Re-direct Award)

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

WATER BID TABULATION SUMMARY

BOARD OF BIDS - March 25, 2022

220059		Engineer's Construction Estimate	NOWAK CONSTRUCTION CO INC	APEX EXCAVATING LLC	MCCULLOUGH EXCAVATION INC
Water Distibution System		$48,150.00	$42,460.00	$40,955.00	$51,560.00
Cherese Woods Addition, Phase 2	BID BOND				
448-2021-039771	ADDENDA	1			
E8193					
		Engineer's Construction Estimate	DONDLINGER & SONS CONSTRUCTION CO INC	WILDCAT CONSTRUCTION CO INC	MIES CONSTRUCTION INC
Water Distibution System		$48,150.00	$78,908.00	$75,370.00	$41,370.01
Cherese Woods Addition, Phase 2	BID BOND				
448-2021-039771	ADDENDA	1			
E8193					
		Engineer's Construction Estimate	DUTTON CONSTRUCTION AND PLUMBING LLC		
Water Distibution System		$48,150.00	$60,000.00		
Cherese Woods Addition, Phase 2	BID BOND				
448-2021-039771	ADDENDA	1			
E8193					
		Engineer's Construction Estimate			
Water Distibution System		$48,150.00			
Cherese Woods Addition, Phase 2	BID BOND				
448-2021-039771	ADDENDA	1			
E8193					

CHECKED BY: _____

REVIEWED BY: _____

WTR/SWD/SS/PAV BID TABULATION SUMMARY

BOARD OF BIDS - April 1, 2022

220060		Engineer's Construction Estimate	Apex Excavating LLC	Conspec/Kansas Paving	Dondlinger & Sons
Water Distribution System 448-2021-016664 E1102	GROUP 1	$162,570.00	$118,650.00		$143,432.00
Storm Water Drain 458-2021-085478 E1101	GROUP 2	$495,100.00	$223,480.00		$246,527.75
Sanitary Sewer 468-2021-016665 E1100	GROUP 3	$318,500.00	$183,770.00		$288,633.00
PAV - Bridgewood & Spyglass 472-2021-085728 E1099	GROUP 4	$435,470.00	$331,195.00		$366,469.00
Sawmill Creek Addition	BID BOND				
	ADDENDA	3			
BID TOTAL		$1,411,640.00	857,095.00		1,045,061.75
		Engineer's Construction Estimate	Duling Construction	McCullough Excavation	Mies Construction
Water Distribution System 448-2021-016664 E1102	GROUP 1	$162,570.00		$133,002.00	$117,784.00
Storm Water Drain 458-2021-085478 E1101	GROUP 2	$495,100.00		$225,371.00	$222,066.10
Sanitary Sewer 468-2021-016665 E1100	GROUP 3	$318,500.00		$208,982.00	$196,793.60
PAV - Bridgewood & Spyglass 472-2021-085728 E1099	GROUP 4	$435,470.00		$330,358.60	$330,886.00
Sawmill Creek Addition	BID BOND				
	ADDENDA	3			
BID TOTAL		$1,411,640.00		897,713.60	867,529.70
		Engineer's Construction Estimate	Nowak Construction	Pearson Construction	
Water Distribution System 448-2021-016664 E1102	GROUP 1	$162,570.00	$124,751.00		
Storm Water Drain 458-2021-085478 E1101	GROUP 2	$495,100.00	$232,319.00		
Sanitary Sewer 468-2021-016665 E1100	GROUP 3	$318,500.00	$269,277.00		
PAV - Bridgewood & Spyglass 472-2021-085728 E1099	GROUP 4	$435,470.00	$354,447.00		
Sawmill Creek Addition	BID BOND				
	ADDENDA	3			
BID TOTAL		$1,411,640.00	980,794.00		

CHECKED BY: _____

REVIEWED BY: _____

BID TABULATION								
BID NO: 220037								
RFB - High Pressure Sewer Cleaner Mounted on 56,000 GVW Ext Cab and Chassis								
BASIS OF AWARD			ELLIOTT EQUIPMENT COMPANY			OMAHA TRUCK CENTER		
Group 1								
Description	Quantity	Unit	Unit Price	Sub Total	Comments	Unit Price	Sub Total	Comments
BASE BID: New Unused Current Model High Pressure Sewer Cleaner Mounted on 56,000 GVW Extended Cab & Chassis.	1.00	EA	$306,468.00000	$306,468.00	2023 International HV507 Series Chassis, 2023 Super Products SUPERJET Truck Jet	$356,430.00000	$356,430.00	Sewer Equipment Co of America 800 Series.
Option 1: Chalmers Rear Suspension System	1.00	EA	$1,946.11000	$1,946.11		$224.00000	$224.00	Hendrickson Haulmax
Option 2: Provide Eco Style High Pressure Cleaner in Lieu of Standard High Pressure Cleaner per specifications	1.00	EA	$0.00000	$0.00	Included	$0.00000	$0.00	Included
Option 3: Trade-In, Lump Sum Deduct. 2012 Freightliner with 2012 SECA HPC Cleaner 42,000 GVW City Equipment No. 002497	1.00	EA	($30,000.00000)	($30,000.00)		($24,000.00000)	($24,000.00)	
Option 4: Chemical Root Control Foaming Machine per specifications	1.00	EA	$56,000.00000	$56,000.00		$48,216.00000	$48,216.00	Vaporooter Root Foaming System
	Group 1 SubTotal		$334,414.11000	$334,414.11		$380,870.00000	$380,870.00	
	Grand Total		**$334,414.11000**	**$334,414.11**		**$380,870.00000**	**$380,870.00**	

Award 04-05-2022 Base Bid w/Options 1,2,3, & 4 Public Works & Utilities Department/Fleet Division

BID TABULATION						
BID NO: 220038						
RFB - Mounted High Pressure Sewer Cleaner on 56,000 GVW Ext Cab and Chassis						
BASIS OF AWARD			OMAHA TRUCK CENTER		ELLIOTT EQUIPMENT COMPANY	
Bid						
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total
BASE BID: High Pressure Sewer Cleaner, Mounted on a 56,000 GVW Extended Cab and Chassis	1.00	EA	$357,845.00000	$357,845.00	$311,468.00000	$311,468.00
OPTION 1 - Rear Suspension System	1.00	EA	$224.00000	$224.00	$1,946.15000	$1,946.15
OPTION 2 - ECO Style High Pressure Cleaner in Lieu of Standard High Pressure Cleaner	1.00	EA	$0.00000	$0.00	$0.00000	$0.00
OPTION 3 - Trade In	1.00	EA	($45,000)	($45,000.00)	($50,000.00000)	($50,000.00)
OPTION 4 - Purchase of Second Unit with Trade In	1.00	EA	$312,845.00000	$312,845.00	$265,165.00000	$265,165.00
OPTION 5 - Vehicle Blind Spot Warning System	1.00	EA	$1,927.00000	$1,927.00	$1,750.00000	$1,750.00
		Bid SubTotal	$672,841.0000	$672,841.00	$580,329.15000	$580,329.15
		Grand Total	**$672,841.00000**	**$672,841.00**	**$580,329.15000**	**$580,329.15**

Award 4-05-2022 Base Bid w/Options 1, 2, 3, 4, 5 Public Works & Utilities Department/Fleet Division

BID TABULATION								
BID NO: 220052								
RFB - Earthwork Phase III C&D Cell Construction at Brooks Landfill								
BASIS OF AWARD			MIES CONSTRUCTION INC		BOB BERGKAMP CONSTRUCTION CO INC		PEARSON CONSTRUCTION LLC	
Group 1								
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Mobilization/Demobilization	1.00	LS	$50,000.00000	$50,000.00	$8,000.00000	$8,000.00	$35,000.00000	$35,000.00
Site Prep (ponds and berm area, topsoil removed)	1.00	LS	$200,000.00000	$200,000.00	$294,811.00000	$294,811.00	$100,000.00000	$100,000.00
Fill two onsite ponds with base rock (includes delivery of rock, placement, and compaction)	19,600.00	TN	$44.00000	$862,400.00	$21.45000	$420,420.00	$14.00000	$274,400.00
Soil (delivered), placement, and compaction	9,900.00	CY	$44.00000	$435,600.00	$12.24000	$121,176.00	$11.00000	$108,900.00
SWPPP Preparation, Erosion Control Installation	1.00	LS	$6,500.00000	$6,500.00	$16,190.00000	$16,190.00	$15,700.00000	$15,700.00
Landscaping (seeding, fertilization, and erosion matting)	1.00	LS	$28,000.00000	$28,000.00	$82,770.00000	$82,770.00	$82,280.00000	$82,280.00
	Group 1 SubTotal		$284,588.00000	$1,582,500.00	$401,804.69000	$943,367.00	$233,005.00000	$616,280.00
	Grand Total		**$284,588.00000**	**$1,582,500.00**	**$401,804.69000**	**$943,367.00**	**$233,005.00000**	**$616,280.00**

Award-04-05-2022 Public Works & Utilities Department/Environmental Health Division

BID TABULATION				
BID NO: 220064				
RFB - Crematoriums for Animal Shelter				
BASIS OF AWARD			FC INDUSTRIES	
Group 1				
Description	**Quantity**	**Unit**	**Unit Price**	**Sub Total**
Provide Labor, Material, and Equipment for Two (2) New Incineration Systems Animal Shelter Facility located at 3239 N Hillside per specifications	1.00	LS	$461,209.00000	$461,209.00
		Group 1 SubTotal	$461,209.00000	$461,209.00
		Grand Total	**$461,209.00000**	**$461,209.00**

Award 04-05-2022 Police Department

BID TABULATION								
BID NO: 220040								
RFB - 37,000 GVWR Refuse Truck								
BASIS OF AWARD			ELLIOTT EQUIPMENT COMPANY			OMAHA TRUCK CENTER		
Group 1								
Description	Quantity	Unit	Unit Price	Sub Total	Comment	Unit Price	Sub Total	Comment
Base Bid: New Current Model 37,000 GVWR Cab & Chassis with New Current Model Eighteen (18) Cubic Yard Heil PT1100 Rear Loading Refuse Compacting Unit Furnished and Installed (Supplement A).	2.00	EA	$168,530.00000	$337,060.00	International MV607 Series New Way Cobra Series	$171,943.00000	$343,886.00	Heil PT1100
Option 1: Factory Installed Dual Bayne Thinline Premium Cart Tipper.	1.00	EA	$7,300.00000	$7,300.00		$11,872.00000	$11,872.00	
Option: Trade-In, Lump Sum Deduct. 1FVACYDT4CHBJ8466 7761 SWP Truck Packer Hybrid 2012 FREIGHTLINER M2106 / 143,451 1FVACYDT6CHBJ8467 7761 SWP Truck Packer Hybrid 2012 FREIGHTLINER M2106 / 140,348	1.00	LS	<$25,000.00000>	<$25,000.0>0		<$86,000.00000>	<$86,000.00>	
	Group 1 SubTotal		$150,830.00000	$319,360.00		$97,815.00000	$269,758.00	
	Grand Total		**$150,830.00000**	**$319,360.00**		**$97,815.00000**	**$269,758.00**	

Award 04-05-2022 Base Bid One Additional Unit at Same Cost Public Works & Utilities Department/Fleet Division

BID TABULATION				
BID NO: 210296				
RFB - 20,000 GVW Step Vans				
BASIS OF AWARD			OMAHA TRUCK CENTER	
Group 1				
Description	**Quantity**	**Unit**	**Unit Price**	**Sub Total**
BASE BID: New Unused Current Model 20,000 GVW Step Vans	3.00	EA	$148,341.00000	$445,023.00
OPTION 1: Compressor per specifications	1.00	EA	$21,786.00000	$21,786.00
OPTION 2: Trade-In Allowance, Lump Sum Deduct from Total. 001921, Step Van, 2006, Freightliner MT55, 4UZAARBW06CX13555 002632, Step Van, 2013, Freightliner MT55 HEV, 4UZACYDT1DCFE7663 002633, Step Van, 2013, Freightliner MT55 HEV, 4UZACYDTXDCFE7662 : 001918, STEP VAN, 2009 FREIGHTLINER, UTILIMASTER, 4UZAARDU09CAH4480	1.00	LS	($28,000.00000)	($28,000.00)
OPTION 3: Removal of Shelving in the Trade-In Vans, Sand Blast, Repair as Necessary, and Install in the New Vans.	1.00	EA	$11,323.00000	$11,323.00
	Group 1 SubTotal		$153,450.00000	$450,132.00
	Grand Total		**$153,450.00000**	**$450,132.00**

Award 04-05-2025 4 Additional Units at Same Base Bid w/Options 1 & 3 for total $725,800.00 Public Works & Utilities Dept/Fleet Div

April 5, 2022

Purchases Utilizing Government Entities Contracts

Cooperative Contracts and Agreements
Ordinance No. 38-122 Section 2.64.020 (j)

SUBJECT Audio-Visual Improvements for Watson Park Event Center

Department: Park & Recreation

Vendor	Reference Authority	Cost
Conference Technologies Inc. State of Kansas contract EVT0004613	Ordinance No. 38-122 Section 2.64.020 (j)	$55,842.47

April 5, 2022

Purchases Utilizing Sole Source of Supply

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

SUBJECT: Phase I Environmental Assessment for RAD Program

FOR A TOTAL OF $66,150.00

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

Department: Housing & Community Services Department

Vendor	Reference Authority	Cost
Spectrum Environmental, Inc	Ordinance No. 35-856 Section 2 (b)	$66,150.00

April 5, 2022

Purchases Utilizing Government Entities Contracts

Cooperative Contracts and Agreements
Ordinance No. 38-122 Section 2.64.020 (j)

SUBJECT Tractor with 25 Foot Cradle Boom Mower

FOR TOTAL OF $251,882.39

Department: Public Works & Utilities/Fleet Division

Vendor	Reference Authority	Cost
Murphy Tractor & Equipment Co Inc Sourcewell 070821-DMM	Ordinance No. 38-122 Section 2.64.020 (j)	$251,882.39

BID TABULATION								
BID NO: 210038								
RFB Demolition & Site Clearing Services								
BASIS OF AWARD			H D MILLS AND SONS INC.		BRADBURN CORPORATION		H EXCAVATING LLC	
Group 1								
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Furnish all labor, materials, services, permits, haulage, and equipment necessary to provide demolition and removal of the property, outbuildings and all area improvements as per specifications at: 813 N. Water. The structure is a traditionally built single family residence (1 ½ story) on a crawl space with approximately 1224 square feet of living area.	1.00	EA	$1,150.00000	$1,150.00	$8,910.11000	$8,910.11	$869.04000	$869.04
Furnish all labor, materials, services, permits, haulage, and equipment necessary to provide demolition and removal of the property, outbuildings and all area improvements as per specifications at: 1218 W. Figg St (rear structure). This is an accessory structure that is damaged by fire.	1.00	EA	$850.00000	$850.00	$4,567.89000	$4,567.89	$490.00000	$490.00
Furnish all labor, materials, services, permits, haulage, and equipment necessary to provide demolition and removal of the property, outbuildings and all area improvements as per specifications at: 2874 S. Davidson St. The structure is a traditionally built single family ranch-style home on a slab foundation, with approximately 1024 sq ft of living area.	1.00	EA	$1,100.00000	$1,100.00	$6,789.10000	$6,789.10	$727.04000	$727.04
Furnish all labor, materials, services, permits, haulage, and equipment necessary to provide demolition and removal of the property, outbuildings and all area improvements as per specifications at: 1320 S. Pattie. The structure is a bungalow-style single family residence on a partial basement with approximately 1,658 sq feet of living area.	1.00	EA	$1,150.00000	$1,150.00	$12,346.67000	$12,346.67	$1,177.18000	$1,177.18
Furnish all labor, materials, services, permits, haulage, and equipment necessary to provide demolition and removal of the property, outbuildings and all area improvements as per specifications at: 1370 S. Bluffview. The structure is a traditionally built ranch style home on a slab foundation with approximately 672 sq feet of living area.	1.00	EA	$700.00000	$700.00	$4,567.89000	$4,567.89	$477.12000	$477.12
Furnish all labor, materials, services, permits, haulage, and equipment necessary to provide demolition and removal of the property, outbuildings and all area improvements as per specifications at: 812 N. Mathewson. The structure is a bungalow-style single family residential structure on a crawl space, with approximately 806 sq feet of living area.	1.00	EA	$1,050.00000	$1,050.00	$6,789.10000	$6,789.10	$572.26000	$572.26
Furnish all labor, materials, services, permits, haulage, and equipment necessary to provide demolition and removal of the property, outbuildings and all area improvements as per specifications at: 1222 S. Martinson. The structure is a bungalow style traditionally built home on a partial basement with approximately 625 sq feet of living area.	1.00	EA	$850.00000	$850.00	$4,567.89000	$4,567.89	$443.75000	$443.75
	Group 1 SubTotal		$6,850.00000	$6,850.00	$48,538.65000	$48,538.65	$4,756.39000	$4,756.39
Group 2								

Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Group 2, 1/2 Ton Pickup Truck	1.00	HR	$30.00000	$30.00	$123.45000	$123.45	$50.00000	$50.00
Group 2, Dump Truck	1.00	HR	$85.00000	$85.00	$234.56000	$234.56	$100.00000	$100.00
Group 2, Excavator	1.00	HR	$125.00000	$125.00	$345.67000	$345.67	$150.00000	$150.00
Group 2, Skid Steer	1.00	HR	$60.00000	$60.00	$123.45000	$123.45	$85.00000	$85.00
Group 2, Supervisor	1.00	HR	$27.00000	$27.00	$67.89000	$67.89	$40.00000	$40.00
Group 2, Laborer	1.00	HR	$35.00000	$35.00	$34.56000	$34.56	$25.00000	$25.00
	Group 2 SubTotal		$362.00000	$362.00	$929.58000	$929.58	$450.00000	$450.00
	Grand Total		**$7,212.00000**	**$7,212.00**	**$49,468.23000**	**$49,468.23**	**$5,206.39000**	**$5,206.39**

Re-Direct 04/05/2022 MABCD/Neighborhood Inspections Division

Wichita, Kansas
April 4, 2022
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, representing Public Works and Utilities, Cheryl Busada, Debt Manager, Finance, representing the Director of Finance, Zach Kramka, Budget Analyst, representing Budget Office, Jason Brogden, Senior Buyer, representing Purchasing, Carter Craig and Adam Nebenzahl, Fellows, representing City Manager's Office, and Jamie Buster, Deputy City Clerk present.

Minutes of the regular meeting dated March 21, 2022, were read and on motion approved.

Bids were opened March 11, 2022, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY: Airport General Aviation Apron Reconstruction Phase 1.

Pearson Construction - $19,665,321.00

The Purchasing Division recommended that the contracts be awarded as outlined above.

On motion the Board of Bids recommended that the contracts be awarded as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works & Utilities

Jamie Buster, MPA, MMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: April 4, 2022

WICHITA AIRPORT AUTHORITY BIDS – JESSE ROMO, DIRECTOR OF AIRPORTS
March 11, 2022
Airport General Aviation Apron Reconstruction Phase I
Pearson Construction **$19,665,321.00**

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

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

BID TABULATION								
BID NO: 220028								
RFB - Airport General Aviation Apron Reconstruction Phase 1								
BASIS OF AWARD			CLARKSON CONSTRUCTION COMPANY		WILDCAT CONSTRUCTION CO INC		PEARSON CONSTRUCTION LLC	
Group 1								
Description	Quantity	Unit	Unit Price	Sub Total	Unit Price	Sub Total	Unit Price	Sub Total
Construction Layout and Staking	1.00	LS	$325,000.00000	$325,000.00	$384,190.00000	$384,190.00	$376,750.00000	$376,750.00
Remove, Salvage, and Reinstall Fire Hydrant	1.00	EA	$3,000.00000	$3,000.00	$6,960.00000	$6,960.00	$3,200.00000	$3,200.00
Construction Safety and Security	1.00	LS	$1,000,000.00000	$1,000,000.00	$1,482,700.00000	$1,482,700.00	$1,350,000.00000	$1,350,000.00
Trench and Excavation Safety Systems	1.00	LS	$55,000.00000	$55,000.00	$3,700.00000	$3,700.00	$4,000.00000	$4,000.00
Tiedown Anchor	176.00	EA	$1,800.00000	$316,800.00	$354.00000	$62,304.00	$300.00000	$52,800.00
Directional Boring, 1-Way 2" Polyethylene Conduit	500.00	LF	$27.00000	$13,500.00	$17.70000	$8,850.00	$16.00000	$8,000.00
Contractor Quality Control Program (CQCP)	1.00	LS	$160,000.00000	$160,000.00	$172,300.00000	$172,300.00	$450,000.00000	$450,000.00
Temporary Erosion Control	1.00	LS	$18,000.00000	$18,000.00	$16,400.00000	$16,400.00	$50,000.00000	$50,000.00
Mobilization (Maximum 10% of Total Bid)	1.00	LS	$1,620,700.00000	$1,620,700.00	$1,476,065.00000	$1,476,065.00	$1,500,000.00000	$1,500,000.00
Subgrade Preparation For Contractor's Haul Route	15,900.00	SY	$2.50000	$39,750.00	$1.10000	$17,490.00	$1.50000	$23,850.00
Temporary Asphalt for Contractor's Haul Route	5,127.00	TN	$150.00000	$769,050.00	$165.00000	$845,955.00	$90.00000	$461,430.00
Waterline Extension And Hydrant For Construction Operations	1.00	LS	$90,000.00000	$90,000.00	$74,000.00000	$74,000.00	$143,000.00000	$143,000.00
Pavement Removal	86,910.00	SY	$11.00000	$956,010.00	$6.20000	$538,842.00	$9.00000	$782,190.00
Pavement Marking Removal	8,420.00	SF	$5.00000	$42,100.00	$4.50000	$37,890.00	$4.50000	$37,890.00
Cold Milling (0"-2")	9,780.00	SY	$14.00000	$136,920.00	$13.00000	$127,140.00	$2.25000	$22,005.00
Removal of RCP	2,015.00	LF	$85.00000	$171,275.00	$12.10000	$24,381.50	$15.00000	$30,225.00
Removal of Inlet Structures	23.00	EA	$3,000.00000	$69,000.00	$567.00000	$13,041.00	$1,000.00000	$23,000.00
Remove, Salvage, and Reinstall "WARNING" Sign	7.00	EA	$1,000.00000	$7,000.00	$370.00000	$2,590.00	$2,500.00000	$17,500.00
Removal of Underground Tank	1.00	LS	$40,000.00000	$40,000.00	$8,550.00000	$8,550.00	$9,000.00000	$9,000.00
Unclassified Excavation	39,875.00	CY	$12.00000	$478,500.00	$14.40000	$574,200.00	$14.00000	$558,250.00
Unsuitable Excavation	3,988.00	CY	$17.00000	$67,796.00	$17.00000	$67,796.00	$28.00000	$111,664.00
Contaminated Soil Disposal	612.00	CY	$150.00000	$91,800.00	$131.00000	$80,172.00	$35.00000	$21,420.00
10" Subbase Course	10,350.00	SY	$18.00000	$186,300.00	$16.70000	$172,845.00	$18.00000	$186,300.00
8" Lime-Treated Subgrade	205.00	SY	$27.00000	$5,535.00	$9.10000	$1,865.50	$18.00000	$3,690.00
12" Lime-Treated Subgrade	108,935.00	SY	$2.25000	$245,103.75	$9.90000	$1,078,456.50	$13.00000	$1,416,155.00
Lime	2,390.00	TN	$300.00000	$717,000.00	$354.00000	$846,060.00	$245.00000	$585,550.00
6" Crushed Aggregate Base Course	61,780.00	SY	$11.00000	$679,580.00	$11.10000	$685,758.00	$12.50000	$772,250.00
8" Crushed Aggregate Base Course	36,515.00	SY	$15.00000	$547,725.00	$14.00000	$511,210.00	$16.50000	$602,497.50
4" Permeable Base Course	205.00	SY	$22.00000	$4,510.00	$19.40000	$3,977.00	$18.00000	$3,690.00
5" Permeable Base Course	61,765.00	SY	$21.00000	$1,297,065.00	$27.20000	$1,680,008.00	$18.00000	$1,111,770.00
Asphalt Mixture Surface Course	910.00	TN	$270.00000	$245,700.00	$293.87000	$267,421.70	$105.00000	$95,550.00

6" Concrete Pavement	10,230.00	SY	$45.00000	$460,350.00	$50.50000	$516,615.00	$52.00000	$531,960.00
8.5" Concrete Pavement	36,120.00	SY	$61.00000	$2,203,320.00	$59.80000	$2,159,976.00	$60.00000	$2,167,200.00
10" Concrete Pavement	14,000.00	SY	$71.00000	$994,000.00	$69.70000	$975,800.00	$72.00000	$1,008,000.00
11" Concrete Pavement	47,155.00	SY	$77.00000	$3,630,935.00	$69.00000	$3,253,695.00	$72.00000	$3,395,160.00
13" Concrete Pavement	200.00	SY	$100.00000	$20,000.00	$138.00000	$27,600.00	$85.00000	$17,000.00
Steel Reinforcement (Mesh) for Reinforced Panels	4,880.00	SY	$19.00000	$92,720.00	$11.70000	$57,096.00	$10.50000	$51,240.00
Pavement Marking With Reflective Media	13,260.00	SF	$7.00000	$92,820.00	$6.00000	$79,560.00	$6.00000	$79,560.00
Pavement Marking Without Reflective Media	10,460.00	SF	$5.00000	$52,300.00	$4.90000	$51,254.00	$4.90000	$51,254.00
8' Chain-Link Fence with 3-Strand Barbed Wire and Mow Strip	230.00	LF	$24.00000	$5,520.00	$139.00000	$31,970.00	$175.00000	$40,250.00
Chain-Link Fence Removal	260.00	LF	$12.00000	$3,120.00	$2.50000	$650.00	$10.00000	$2,600.00
Remove and Replace Chain-Link Fence Fabric	30.00	LF	$55.00000	$1,650.00	$42.70000	$1,281.00	$90.00000	$2,700.00
Gate F Improvements	1.00	LS	$35,000.00000	$35,000.00	$13,840.00000	$13,840.00	$11,800.00000	$11,800.00
15" RCP (Class V)	100.00	LF	$110.00000	$11,000.00	$65.00000	$6,500.00	$72.00000	$7,200.00
18" RCP (Class V)	430.00	LF	$120.00000	$51,600.00	$70.00000	$30,100.00	$80.00000	$34,400.00
24" RCP (Class V)	850.00	LF	$140.00000	$119,000.00	$75.00000	$63,750.00	$99.00000	$84,150.00
30" RCP (Class V)	265.00	LF	$200.00000	$53,000.00	$120.00000	$31,800.00	$132.00000	$34,980.00
36" RCP (Class V)	1,630.00	LF	$250.00000	$407,500.00	$135.00000	$220,050.00	$173.00000	$281,990.00
18" PVC Storm Pipe	30.00	LF	$200.00000	$6,000.00	$145.00000	$4,350.00	$153.00000	$4,590.00
24" PVC Storm Pipe	30.00	LF	$300.00000	$9,000.00	$215.00000	$6,450.00	$247.00000	$7,410.00
18" CMP	168.00	LF	$150.00000	$25,200.00	$72.80000	$12,230.40	$76.00000	$12,768.00
Underdrain Cleanout Riser	21.00	EA	$1,000.00000	$21,000.00	$925.00000	$19,425.00	$1,800.00000	$37,800.00
6 Inch Pipe Underdrain Complete, Including Porous Backfill and Filter Fabric	3,970.00	LF	$40.00000	$158,800.00	$39.00000	$154,830.00	$38.00000	$150,860.00
6 Inch Pipe, Non-Perforated Outfall Pipe	705.00	LF	$37.00000	$26,085.00	$25.00000	$17,625.00	$37.00000	$26,085.00
4' SWS Manhole	2.00	EA	$10,000.00000	$20,000.00	$9,000.00000	$18,000.00	$9,100.00000	$18,200.00
5' SWS Manhole	5.00	EA	$11,000.00000	$55,000.00	$9,000.00000	$45,000.00	$8,600.00000	$43,000.00
6' SWS Manhole	2.00	EA	$12,000.00000	$24,000.00	$10,000.00000	$20,000.00	$9,300.00000	$18,600.00
Adjust Inlet Top	8.00	EA	$12,000.00000	$96,000.00	$8,000.00000	$64,000.00	$8,300.00000	$66,400.00
Remove and Reset Existing Inlet	2.00	EA	$5,000.00000	$10,000.00	$4,000.00000	$8,000.00	$7,400.00000	$14,800.00
Heavy Single Grate Inlet (2' x 2')	1.00	EA	$11,500.00000	$11,500.00	$10,000.00000	$10,000.00	$8,600.00000	$8,600.00
Heavy Double Grate Inlet (4' x 4')	8.00	EA	$16,500.00000	$132,000.00	$14,000.00000	$112,000.00	$12,500.00000	$100,000.00
Heavy Double Grate Inlet (4' x 5')	5.00	EA	$17,500.00000	$87,500.00	$15,000.00000	$75,000.00	$14,100.00000	$70,500.00
Heavy Double Grate Inlet (2' x 4')	5.00	EA	$16,500.00000	$82,500.00	$14,000.00000	$70,000.00	$12,100.00000	$60,500.00
Temporary Seeding, Fertilizing And Mulching	5.00	AC	$1,300.00000	$6,500.00	$1,200.00000	$6,000.00	$5,350.00000	$26,750.00
Permanent Seeding (Buffalo) including Hydromulch	5.00	AC	$4,000.00000	$20,000.00	$3,750.00000	$18,750.00	$7,900.00000	$39,500.00
Permanent Sodding (Buffalo)	2,445.00	SY	$13.00000	$31,785.00	$12.00000	$29,340.00	$23.50000	$57,457.50
Lockout/Tagout And Constant Current Regulator Calibration Procedures	1.00	LS	$11,000.00000	$11,000.00	$1,500.00000	$1,500.00	$1,500.00000	$1,500.00
Temporary Airfield Lighting	1.00	LS	$15,000.00000	$15,000.00	$23,000.00000	$23,000.00	$23,000.00000	$23,000.00

Existing Electrical Duct Banks, Cleared	1.00	LS	$1,000.00000	$1,000.00	$1,000.00000	$1,000.00	$1,000.00000	$1,000.00
Existing Base Mounted Edge Light, Removed	76.00	EA	$77.00000	$5,852.00	$50.00000	$3,800.00	$50.00000	$3,800.00
No. 8 AWG, 5Kv, L-824 Type C Cable, Installed In Trench, Duct Bank, Or Conduit	5,000.00	LF	$2.50000	$12,500.00	$2.00000	$10,000.00	$2.00000	$10,000.00
No. 6 Awg, Solid, Bare Copper Counterpoise Wire, Installed Above Duct Bank or Conduit, Including Connections/Terminations	2,320.00	LF	$5.00000	$11,600.00	$3.00000	$6,960.00	$3.00000	$6,960.00
Non-Encased Electrical Conduit, 1-Way 2"C	2,070.00	LF	$11.00000	$22,770.00	$9.00000	$18,630.00	$9.00000	$18,630.00
Concrete-Encased Electrical Conduit, 1-Way 2"C	275.00	LF	$25.00000	$6,875.00	$25.00000	$6,875.00	$25.00000	$6,875.00
Concrete-Encased Electrical Conduit, 2-Way 4"C, 48" Minimum Cover	445.00	LF	$60.00000	$26,700.00	$77.00000	$34,265.00	$77.00000	$34,265.00
L-861T(L) Base Mounted Taxiway Edge Light, Installed	49.00	EA	$1,200.00000	$58,800.00	$1,000.00000	$49,000.00	$1,000.00000	$49,000.00
Filling of Underground Tanks	1.00	LS	$56,000.00000	$56,000.00	$15,000.00000	$15,000.00	$2,500.00000	$2,500.00
Existing Base Mounted Guidance Sign And PCC Foundation, Removed	8.00	EA	$600.00000	$4,800.00	$190.00000	$1,520.00	$650.00000	$5,200.00
Existing Concrete Encased, Electrical Junction Structure, Removed	4.00	EA	$100.00000	$400.00	$100.00000	$400.00	$1,000.00000	$4,000.00
Electrical Junction Structure (2 Can Bank), L-867 Class 1, Size 16" Diameter by 24" Depth	2.00	EA	$1,700.00000	$3,400.00	$1,200.00000	$2,400.00	$1,200.00000	$2,400.00
L-858(L) Base Mounted 2-Module Guidance Sign, Installed	4.00	EA	$9,000.00000	$36,000.00	$5,700.00000	$22,800.00	$5,700.00000	$22,800.00
L-858(L) Base Mounted 4-Module Guidance Sign, Installed	2.00	EA	$15,000.00000	$30,000.00	$7,000.00000	$14,000.00	$7,000.00000	$14,000.00
Temporary Asphalt for Pavement Transitions	700.00	TN	$330.00000	$231,000.00	$274.80000	$192,360.00	$115.00000	$80,500.00
	Group 1 SubTotal		$3,585,106.25000	$19,990,121.75	$3,797,706.67000	$19,889,165.60	$4,053,878.15000	$19,665,321.00
	Grand Total		**$3,585,106.25000**	**$19,990,121.75**	**$3,797,706.67000**	**$19,889,165.60**	**$4,053,878.15000**	**$19,665,321.00**

Award 04/05/2022 Airport

PETITIONS FOR PUBLIC IMPROVEMENTS

TO: Robert Layton, City Manager
DATE: April 5, 2022

Public Works & Utilities Department/Engineering Division

The signatures on all the petitions represents 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

NEW AND REVISED PETITIONS FOR PUBLIC IMPROVEMENTS – GARY JANZEN, CITY ENGINEER

Cedar Dale Addition (north of Central, west of 119th Street West) (District V) The projects will provide water, drainage and paving improvements required for a new residential development.

NEW PETITIONS

Water Improvements:	**Budget**
448-2022-006105	$120,000

Stormwater Drainage Improvements:	**Budget**
458-2022-085496	$129,000

Paving Improvements:	**Budget**
472-2022-085770	$293,00

Hawthorne Addition (north of 21st Street North, east of 127th Street East) (District II) The projects will provide water, drainage and sewer improvements required for a new residential development.

NEW PETITIONS

Water Improvements:	**Budget**
448-2022-006892	$165,000

Stormwater Sewer Improvements:	**Budget**
458-2022-085497	$192,000
458-2022-085498	$199,000

Sanitary Sewer Improvements:	**Budget**
468-2022-007720	$63,000
468-2022-007724	$133,000

Meridian 53 Addition (south of 53rd Street, east of Meridian Avenue) (District VI) The projects will provide drainage and sewer improvements required for a new residential development.

NEW PETITIONS

Drainage Improvements:	**Budget**
458-2022-085464	$320,000

Sanitary Sewer Improvements:	**Budget**
468-2022-004375	$74,000

South Seneca Estates (north of 55th Street South, west of Seneca) (District IV) The projects will provide water, sewer and paving improvements required for a new residential development.

NEW PETITIONS

Water Improvements:	**Budget**
448-2022-006108	$84,000

Sanitary Sewer Improvements:	**Budget**
468-2022-006116	$255,000

Paving Improvements:	**Budget**
472-2022-085771	$270,000

Westbreeze Addition (north of Maple, west of West Street) (District VI) The petition is a requirement for a sewer extension required by a lot split. The project will provide sanitary sewer improvements required for an existing residential development.

NEW PETITION

Sanitary Sewer Improvements:	**Budget**
468-2022-007233	$29,000

Cornjeo Industrial District 2nd (south of 21st Street, east of Broadway) (District VI). On June 15, 2021, the City Council approved water, sewer and paving projects to serve Cornjeo Industrial District 2nd. The developer has submitted revised petitions with revised budgets to meet current market conditions.

REVISED PETITIONS

Water Improvements:	**Original Budget**	**Adjusted Budget**	**Revised Budget**
448-2021-017261	$136,000	$39,000	$175,000

Sanitary Sewer Improvements:	**Original Budget**	**Adjusted Budget**	**Revised Budget**
468-2021-017263	$109,000	($21,000)	$88,000

Paving Improvements:	**Original Budget**	**Adjusted Budget**	**Revised Budget**
472-2021-085727	$942,000	$106,000	$1,048,000

It is recommended that the City Council approve the new and revised petitions and budgets, adopt the new and amending resolutions, and authorize the necessary signatures.

Gary Janzen, P.E.
City Engineer

448-2022-006105

PETITION

WATER DISTRIBUTION IMPROVEMENT – CEDAR DALE ADDITION WICHITA, KS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: $120,000 exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-25, Block A, Cedar Dale Addition, Wichita,
Sedgwick County, Kansas

(d) The proposed method of assessment is: equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $15,910 assessed equally per lot, within the proposed Improvement District.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
Titan Realty, Inc. By: _____ Jerrome D. Castillo, President, Titan Realty, Inc., on behalf of the Corporation.	1/11/2022	**Lots 1-25, Block A, Cedar Dale Addition**

****

THIS PETITION was filed in my office on 02/25/2022.

THE CITY OF WICHITA SEDGWICK COUNTY KANSAS

Deputy City Clerk

SWD # 488
458-2022-085496

PETITION

STORM WATER DRAINAGE IMPROVEMENTS – CEDAR DALE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Pond and storm drainage, including necessary appurtenances to serve the Improvement District defined below.

The improvements shall be constructed in accordance with the City of Wichita standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $129,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-25, Block A, Cedar Dale Addition, Wichita, Kansas

(d) The proposed method of assessment is equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements between the Improvement District and the City at large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
Titan Realty, Inc. By: _____ Jerrome D. Castillo, President, Titan Realty, Inc., on behalf of the Corporation.	1/11/2022	**Lots 1-25, Block A, Cedar Dale Addition**

****

THIS PETITION was filed in my office on 02/25/2022.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

472-2022-085770

PETITION
PAVING AND STORM IMPROVEMENTS – CEDAR DALE ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of Pavement on Cedar Downs Circle, with storm drainage to be installed where necessary.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: $ 293,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-25, Block A, Cedar Dale Addition to Wichita,
Sedgwick County, Kansas

(d) The proposed method of assessment is: equally per lot.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in sub-section (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefited thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement district are reconfigured before or after assessments have been levied, the assessments against the re-platted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements between the Improvement District and the City at large is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
Titan Realty, Inc. By: _____ Jerrome D. Castillo, President, Titan Realty, Inc., on behalf of the Corporation.	1/11/2022	**Lots 1-25, Block A, Cedar Dale Addition**

****

THIS PETITION was filed in my office on 02/25/2022.

THE CITY OF WICHITA SEDGWICK

_____
Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-070

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENT – CEDAR DALE ADDITION) (448-2022-006105).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$120,000,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-25, Block A, Cedar Dale Addition to Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **equally per lot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$15,910 assessed equally per lot, within the proposed Improvement District.**

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-071

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 488 – CEDAR DALE ADDITION) (458-2022-085496).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Pond and storm drainage, including necessary appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$129,000,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-25, Block A, Cedar Dale Addition, Wichita, Kansas

(d) The proposed method of assessment is **equally per lot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-072

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING AND STORM IMPROVEMENTS – CEDAR DALE ADDITION) (472-2022-085770).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of Pavement on Cedar Downs Circle, with storm drainage to be installed where necessary.

b) The estimated or probable cost of the proposed Improvements is: **$293,000,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-25, Block A, Cedar Dale Addition to Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **equally per lot.**

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

448-2022-006892

PETITION
WATER – HAWTHORNE ADDITION

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$165,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2A, Tract 2B, Tract 2C, Tract 2D, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
TWENTY-FIRST GROWTH, LLC A Kansas Limited Liability Company		Tract 2A, Tract 2B, Tract 2C, Tract 2D, Tract 3, and Lots 5 and 6, Block 6; Hawthorne Addition
By: Timothy J. Buchanan Managing Member		

Signature	Dated	Property Owned Within Proposed Improvement District
EMPRISE BANK		Tract 4; Hawthorne Addition
M. D. Michaelis	2/28/22	
By: M.D. Michaelis Vice Chairman and President		

****

THIS PETITION was filed in my office on _____.

Deputy City Clerk

[EXHIBIT A]

LOT SPLIT "TRACT 2A"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along the north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 400.00 feet to the northwest corner of said Lot 5 to the POINT OF BEGINNING; thence along a common line to said Lots 5 and 2, on a platted bearing of S00°38'30"E, 220.00 feet to the southwest corner of said Lot 5; thence along the south line of said Lot 2, S88°33'26"W, 136.04 feet; thence N01°26'34"W, 30.00 feet; thence N09°24'40"W, 124.18 feet; thence N01°38'17"W, 67.00 feet to the extended north line of said Lot 5; thence along the extended north line of said Lot 5, N88°33'26"E, 156.56 feet the POINT OF BEGINNING.

CONTAINING: 32,485 square feet or 0.745 acres of land, more or less.

LOT SPLIT "TRACT 2B"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet; thence S00°38'30"E, 389.04 feet; thence S89°21'30"W, 410.00 feet to the west line of said Lot 2; thence along said west line, N00°38'30"W, 383.31 feet the POINT OF BEGINNING.

CONTAINING: 158,331 square feet or 3.63 acres of land, more or less.

LOT SPLIT "TRACT 2C"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet to the POINT OF BEGINNING; thence continuing along said north line, N88°33'26"E, 418.29 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet; thence S89°21'30"W, 418.25 feet; thence N00°38'30"W, 389.04 feet the POINT OF BEGINNING.

CONTAINING: 163,940 square feet or 3.76 acres of land, more or less.

LOT SPLIT "TRACT 2D"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet to the POINT OF BEGINNING; thence continuing along the east line, S00°38'30"E, 273.63 feet to the southeast corner of said Lot 2; thence along the extended north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26" W, 556.56 feet; thence N01°38'17"W, 281.45 feet; thence N89°21'30"E, 561.40 feet to the POINT OF BEGINNING.

CONTAINING: 155,131 square feet or 3.56 acres of land, more or less.

BOUNDARY SHIFT "TRACT 3"
A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the west line of said Lot 2, on a platted bearing of S00°38'30"E, 383.31 feet the POINT OF BEGINNING; thence N89°21'30"E, 231.84 feet; thence S01°38'17"E, 215.03 feet; thence S89°21'30"W, 235.58 feet to the west line of said Lot 3; thence along the west lines of said Lots 3 & 2, N00°38'30"W, 215.000 feet the POINT OF BEGINNING.
CONTAINING: 50,248 square feet or 1.15 acres of land, more or less.

BOUNDARY SHIFT "TRACT 4"
A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:
BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38'17"E, 196.89 feet; thence S06°09'07"W, 60.53 feet; thence S01°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.
Said tract CONTAINS: 61,476 square feet or 1.41 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 5, BLOCK 6
Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 6, BLOCK 6
Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

SWS #763
458-2022-085497

PETITION
NORTHERN STORMWATER SEWER – HAWTHORNE ADDITION

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a stormwater sewer, including necessary appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$192,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2B and Tract 2C, Block 6; Hawthorne Addition
See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
TWENTY-FIRST GROWTH, LLC A Kansas Limited Liability Company		Tract 2B and Tract 2C, Block 6; Hawthorne Addition
By: Timothy J. Buchanan Managing Member		

****

THIS PETITION was filed in my office on _____.

Deputy City Clerk

[EXHIBIT A]

LOT SPLIT "TRACT 2B"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet; thence S00°38'30"E, 389.04 feet; thence S89°21'30"W, 410.00 feet to the west line of said Lot 2; thence along said west line, N00°38'30"W, 383.31 feet the POINT OF BEGINNING.

CONTAINING: 158,331 square feet or 3.63 acres of land, more or less.

LOT SPLIT "TRACT 2C"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet to the POINT OF BEGINNING; thence continuing along said north line, N88°33'26"E, 418.29 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet; thence S89°21'30"W, 418.25 feet; thence N00°38'30"W, 389.04 feet the POINT OF BEGINNING.

CONTAINING: 163,940 square feet or 3.76 acres of land, more or less.

SWS #764
458-2022-085498

PETITION
SOUTHERN STORMWATER SEWER – HAWTHORNE ADDITION

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being: a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a stormwater sewer, including necessary appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$199,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2A, Tract 2D, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
TWENTY-FIRST GROWTH, LLC A Kansas Limited Liability Company		Tract 2A, Tract 2D, Tract 3, and Lots 5 and 6, Block 6; Hawthorne Addition
By: Timothy J. Buchanan Managing Member		

Signature	Dated	Property Owned Within Proposed Improvement District
EMPRISE BANK		Tract 4, Block 6; Hawthorne Addition
M.D. Michaelis	2/28/22	
By: M.D. Michaelis Vice Chairman and President		

****

THIS PETITION was filed in my office on _____.

Deputy City Clerk

[EXHIBIT A]

LOT SPLIT "TRACT 2A"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along the north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 400.00 feet to the northwest corner of said Lot 5 to the POINT OF BEGINNING; thence along a common line to said Lots 5 and 2, on a platted bearing of S00°38'30"E, 220.00 feet to the southwest corner of said Lot 5; thence along the south line of said Lot 2, S88°33'26"W, 136.04 feet; thence N01°26'34"W, 30.00 feet; thence N09°24'40"W, 124.18 feet; thence N01°38'17"W, 67.00 feet to the extended north line of said Lot 5; thence along the extended north line of said Lot 5, N88°33'26"E, 156.56 feet the POINT OF BEGINNING.

CONTAINING: 32,485 square feet or 0.745 acres of land, more or less.

LOT SPLIT "TRACT 2D"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet to the POINT OF BEGINNING; thence continuing along the east line, S00°38'30"E, 273.63 feet to the southeast corner of said Lot 2; thence along the extended north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 556.56 feet; thence N01°38'17"W, 281.45 feet; thence N89°21'30"E, 561.40 feet to the POINT OF BEGINNING

CONTAINING: 155,131 square feet or 3.56 acres of land, more or less.

BOUNDARY SHIFT "TRACT 3"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the west line of said Lot 2, on a platted bearing of S00°38'30"E, 383.31 feet the POINT OF BEGINNING; thence N89°21'30"E, 231.84 feet; thence S01°38'17"E, 215.03 feet; thence S89°21'30"W, 235.58 feet to the west line of said Lot 3; thence along the west lines of said Lots 3 & 2, N00°38'30"W, 215.000 feet the POINT OF BEGINNING.

CONTAINING: 50,248 square feet or 1.15 acres of land, more or less.

BOUNDARY SHIFT "TRACT 4"

A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:
BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38'17"E, 196.89 feet; thence S06°09'07"W, 60.53 feet; thence S01°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.
Said tract CONTAINS: 61,476 square feet or 1.41 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 5, BLOCK 6

Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 6, BLOCK 6

Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

468-2022-007720

PETITION
NORTHERN SANITARY SEWER – HAWTHORNE ADDITION

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$63,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2B and Tract 2C, Block 6; Hawthorne Addition
See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
TWENTY-FIRST GROWTH, LLC A Kansas Limited Liability Company		Tract 2B and Tract 2C, Block 6; Hawthorne Addition
By: Timothy J. Buchanan Managing Member		

****

THIS PETITION was filed in my office on _____.

~~Deputy~~ City Clerk

[EXHIBIT A]

LOT SPLIT "TRACT 2B"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet; thence S00°38'30"E, 389.04 feet; thence S89°21'30"W, 410.00 feet to the west line of said Lot 2; thence along said west line, N00°38'30"W, 383.31 feet the POINT OF BEGINNING.

CONTAINING: 158,331 square feet or 3.63 acres of land, more or less.

LOT SPLIT "TRACT 2C"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet to the POINT OF BEGINNING; thence continuing along said north line, N88°33'26"E, 418.29 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet; thence S89°21'30"W, 418.25 feet; thence N00°38'30"W, 389.04 feet the POINT OF BEGINNING.

CONTAINING: 163,940 square feet or 3.76 acres of land, more or less.

468-2022-007724

REPETITION
SANITARY SEWER – HAWTHORNE ADDITION

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer

(b) The estimated or probable cost of the proposed Improvements is: **$133,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2A, Tract 2D, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
TWENTY-FIRST GROWTH, LLC A Kansas Limited Liability Company		Tract 2A, Tract 2D, Tract 3, and Lots 5 and 6, Block 6; Hawthorne Addition
By: Timothy J. Buchanan Managing Member		

****

THIS PETITION was filed in my office on _____.

Deputy City Clerk

Signature	Dated	Property Owned Within Proposed Improvement District
EMPRISE BANK		Tract 4; Hawthorne Addition
M.D. Michaelis	3/2/22	
By: M.D. Michaelis Vice Chairman and President		

****

THIS PETITION was filed in my office on _____.

_____
Deputy City Clerk

[EXHIBIT A]

LOT SPLIT "TRACT 2A"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along the north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 400.00 feet to the northwest corner of said Lot 5 to the POINT OF BEGINNING; thence along a common line to said Lots 5 and 2, on a platted bearing of S00°38'30"E, 220.00 feet to the southwest corner of said Lot 5; thence along the south line of said Lot 2, S88°33'26"W, 136.04 feet; thence N01°26'34"W, 30.00 feet; thence N09°24'40"W, 124.18 feet; thence N01°38'17"W, 67.00 feet to the extended north line of said Lot 5; thence along the extended north line of said Lot 5, N88°33'26"E, 156.56 feet the POINT OF BEGINNING.

CONTAINING: 32,485 square feet or 0.745 acres of land, more or less.

LOT SPLIT "TRACT 2D"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet to the POINT OF BEGINNING; thence continuing along the east line, S00°38'30"E, 273.63 feet to the southeast corner of said Lot 2; thence along the extended north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 556.56 feet; thence N01°38'17"W, 281.45 feet; thence N89°21'30"E, 561.40 feet to the POINT OF BEGINNING

CONTAINING: 155,131 square feet or 3.56 acres of land, more or less.

BOUNDARY SHIFT "TRACT 3"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the west line of said Lot 2, on a platted bearing of S00°38'30"E, 383.31 feet the POINT OF BEGINNING; thence N89°21'30"E, 231.84 feet; thence S01°38'17"E, 215.03 feet; thence S89°21'30"W, 235.58 feet to the west line of said Lot 3; thence along the west lines of said Lots 3 & 2, N00°38'30"W, 215.000 feet the POINT OF BEGINNING.

CONTAINING: 50,248 square feet or 1.15 acres of land, more or less.

BOUNDARY SHIFT "TRACT 4"

A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:
BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38'17"E, 196.89 feet; thence S06°09'07"W, 60.53 feet; thence S01°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.
Said tract CONTAINS: 61,476 square feet or 1.41 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 5, BLOCK 6

Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 6, BLOCK 6

Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-073

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER–HAWTHORNE ADDITION) (448-2022-006892).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$165,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2A, Tract 2B, Tract 2C, Tract 2D, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See *Exhibit A* attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

[EXHIBITA]

LOT SPLIT "TRACT 2A"
A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along the north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 400.00 feet to the northwest corner of said Lot 5 to the POINT OF BEGINNING; thence along a common line to said Lots 5 and 2, on a platted bearing of S00°38'30"E, 220.00 feet to the southwest corner of said Lot 5; thence along the south line of said Lot 2, S88°33'26"W, 136.04 feet; thence N01°26'34"W, 30.00 feet; thence N09°24'40"W, 124.18 feet; thence N01°38'17"W, 67.00 feet to the extended north line of said Lot 5; thence along the extended north line of said Lot 5, N88°33'26"E, 156.56 feet the POINT OF BEGINNING.
CONTAINING: 32,485 square feet or 0.745 acres of land, more or less.

LOT SPLIT "TRACT 2B"
A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26" , 410.04 feet; thence S00°38'30"E, 389.04 feet; thence S89°21'30"W, 410.00 feet to the west line of said Lot 2; thence along said west line, N00°38'30"W, 383.31 feet the POINT OF BEGINNING.
CONTAINING: 158,331 square feet or 3.63 acres of land, more or less.

LOT SPLIT "TRACT 2C"
A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet to the POINT OF BEGINNING; thence continuing along said north line, N88°33'26"E, 418.29 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet; thence S89°21'30"W, 418.25 feet; thence N00°38'30"W, 389.04 feet the POINT OF BEGINNING.
CONTAINING: 163,940 square feet or 3.76 acres of land, more or less.

LOT SPLIT "TRACT 2D"
A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet to the POINT OF BEGINNING; thence continuing along the east line, S00°38'30"E, 273.63 feet to the southeast corner of said Lot 2; thence along the extended north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 556.56 feet; thence N01°38'17"W, 281.45 feet; thence N89°21'30"E, 561.40 feet to the POINT OF BEGINNING.
CONTAINING: 155,131 square feet or 3.56 acres of land, more or less.

BOUNDARY SHIFT "TRACT 3"
A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the west line of said Lot 2, on a platted bearing of S00°38'30"E, 383.31 feet the POINT OF BEGINNING; thence N89°21'30"E, 231.84 feet; thence S01°38'17"E, 215.03 feet; thence S89°21'30"W, 235.58 feet to the west line of said Lot 3; thence along the west lines of said Lots 3 & 2, N00°38'30"W, 215.000 feet the POINT OF BEGINNING.
CONTAINING: 50,248 square feet or 1.15 acres of land, more or less.

BOUNDARY SHIFT "TRACT 4"
A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:
BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00° 38' 30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°1021"W,101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38'17"E, 196.89 feet; thence S06°09'07"W, 60.53 feet; thence S01°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.
Said tract CONTAINS: 61,476 square feet or 1.41 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 5, BLOCK 6
Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 6, BLOCK 6
Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-074

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 763 – HAWTHORNE ADDITION) (458-2022-085497).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a stormwater sewer system, including necessary appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$192,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2B and Tract 2C, Block 6; Hawthorne Addition
See *Exhibit A* attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

[EXHIBIT A]

LOT SPLIT "TRACT 2B"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet; thence S00°38'30"E, 389.04 feet; thence S89°21'30"W, 410.00 feet to the west line of said Lot 2; thence along said west line, N00°38'30"W, 383.31 feet the POINT OF BEGINNING.
CONTAINING: 158,331 square feet or 3.63 acres of land, more or less.

LOT SPLIT "TRACT 2C"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet to the POINT OF BEGINNING; thence continuing along said north line, N88°33'26"E, 418.29 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet; thence S89°21'30"W, 418.25 feet; thence N00°38' 30"W, 389. 04 feet the POINT OF BEGINNING.
CONTAINING: 163,940 square feet or 3.76 acres of land, more or less.

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-075

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER SEWER NO. 764 – HAWTHORNE ADDITION) (458-2022-085498).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by the **majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a stormwater sewer system, including necessary appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$199,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2A, Tract 2D, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See *Exhibit A* attached hereto

(d) The proposed method of assessment is: **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

[EXHIBIT A]

LOT SPLIT "TRACT 2A"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along the north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 400.00 feet to the northwest corner of said Lot 5 to the POINT OF BEGINNING; thence along a common line to said Lots 5 and 2, on a platted bearing of S00°38'30"E, 220.00 feet to the southwest corner of said Lot 5; thence along the south line of said Lot 2, S88°33'26"W, 136.04 feet; thence N01°26'34"W, 30.00 feet; thence N09°24'40"W, 124.18 feet; thence N01°38'17"W, 67.00 feet to the extended north line of said Lot 5; thence along the extended north line of said Lot 5, N88°33'26"E, 156.56 feet the POINT OF BEGINNING.

CONTAINING: 32,485 square feet or 0.745 acres of land, more or less.

LOT SPLIT "TRACT 2D"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet to the POINT OF BEGINNING; thence continuing along the east line, S00°38'30"E, 273.63 feet to the southeast corner of said Lot 2; thence along the extended north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 556.56 feet; thence N01°38'17"W, 281.45 feet; thence N89°21'30"E, 561.40 feet to the POINT OF BEGINNING

CONTAINING: 155,131 square feet or 3.56 acres of land, more or less.

BOUNDARY SHIFT "TRACT 3"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:

COMMENCING at the northwest corner of said Lot 2; thence along the west line of said Lot 2, on a platted bearing of S00°38'30"E, 383.31 feet the POINT OF BEGINNING; thence N89°21'30"E, 231.84 feet; thence S01°38'17"E, 215.03 feet; thence S89°21'30"W, 235.58 feet to the west line of said Lot 3; thence along the west lines of said Lots 3 & 2, N00°38'30"W, 215.000 feet the POINT OF BEGINNING.

CONTAINING: 50,248 square feet or 1.15 acres of land, more or less.

BOUNDARY SHIFT "TRACT 4"

A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:

BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21"W, 101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38'17"E, 196.89 feet; thence S06°09'07"W, 60.53 feet; thence 501°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 61,476 square feet or 1.41 acres of land, more or less.

Subject to the any and all covenants and agreements of record.

LOT 5, BLOCK 6
Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 6, BLOCK 6
Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-076

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER – HAWTHORNE ADDITION) (468-2022-007720).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the improvement district defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$63,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2B and Tract 2C, Block 6; Hawthorne Addition
See *Exhibit A* attached hereto

(d) The proposed method of assessment is **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

[EXHIBITA]

LOT SPLIT "TRACT 2B"
A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
BEGINNING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet; thence S00°38'30"E, 389.04 feet; thence S89°21'30"W, 410.00 feet to the west line of said Lot 2; thence along said west line, N00° 38'30"W, 383.31 feet the POINT OF BEGINNING.
CONTAINING: 158,331 square feet or 3.63 acres of land, more or less.

LOT SPLIT "TRACT 2C"
A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 410.04 feet to the POINT OF BEGINNING; thence continuing along said north line, N88°33'26"E, 418.29 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet; thence S89°21'30"W, 418.25 feet; thence N00°38'30"W, 389.04 feet the POINT OF BEGINNING.
CONTAINING: 163,940 square feet or 3.76 acres of land, more or less.

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-077

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER – HAWTHORNE ADDITION) (468-2022-007724).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the improvement district defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$133,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Tract 2A and Tract 2D, Tract 3, Tract 4, and Lots 5 and 6, Block 6; Hawthorne Addition
See *Exhibit A* attached hereto

(d) The proposed method of assessment is **equally per square foot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

[EXHIBIT A]

LOT SPLIT "TRACT 2A"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 668.52 feet to the southeast corner of said Lot 2; thence along the north lines of Lots 5 and 6, said Block 6, said addition, 588°33'26"W, 400.00 feet to the northwest corner of said Lot 5 to the POINT OF BEGINNING; thence along a common line to said Lots 5 and 2, on a platted bearing of S00°38'30"E, 220.00 feet to the southwest corner of said Lot 5; thence along the south line of said Lot 2, 588°33'26"W, 136.04 feet; thence N01°26'34"W, 30.00 feet; thence N09°24'40"W, 124.18 feet; thence N01°38'17"W, 67.00 feet to the extended north line of said Lot 5; thence along the extended north line of said Lot 5, N88°33'26"E, 156.56 feet the POINT OF BEGINNING.
CONTAINING: 32,485 square feet or 0.745 acres of land, more or less.

LOT SPLIT "TRACT 2D"

A tract of land lying within a portion of Lot 2, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the north line of said Lot 2, on a platted bearing of N88°33'26"E, 828.33 feet to the northeast corner of said Lot 2; thence along the east line of said Lot 2, S00°38'30"E, 394.89 feet to the POINT OF BEGINNING; thence continuing along the east line, S00°38'30"E, 273.63 feet to the southeast corner of said Lot 2; thence along the extended north lines of Lots 5 and 6, said Block 6, said addition, S88°33'26"W, 556.56 feet; thence N01°38'17"W,281.45 feet; thence N89°21'30"E, 561.40 feet to the POINT OF BEGINNING
CONTAINING: 155,131 square feet or 3.56 acres of land, more or less.

BOUNDARY SHIFT "TRACT 3"

A tract of land lying within portions of Lots 2 and 3, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas, as prepared by Curtis Luttrell, Professional Surveyor, License number 1238, said tract being more particularly described as follows:
COMMENCING at the northwest corner of said Lot 2; thence along the west line of said Lot 2, on a platted bearing of S00°38' 30"E, 383.31 feet the POINT OF BEGINNING; thence N89°21'30"E, 231.84 feet; thence S01°38'17"E, 215.03 feet; thence S89°21'30"W, 235.58 feet to the west line of said Lot 3; thence along the west lines of said Lots 3 & 2, N00°38'30"W, 215.000 feet the POINT OF BEGINNING.
CONTAINING: 50,248 square feet or 1.15 acres of land, more or less.

BOUNDARY SHIFT "TRACT 4"

A tract of land lying within portions of Lots 3 and 4, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas; said tract being more particularly described as follows:
BEGINNING at the southwest corner of said Lot 4; thence along the west line of said Lot 4 on a platted bearing of, N00°38'30"W, 175.00 feet; thence along the west lines of said Lot 4 and said Lot 3, N09°10'21" , 101.12 feet; thence N89°21'30"E, 235.58 feet; thence S01°38' 7"E, 196.89 feet; thence S06°09'07"W, 60. 53 feet; thence S01°26'34"E, 21.31 feet to the south line of said Lot 4; thence along the south lines of said Lot 4 for the remaining courses, N82°54'43"W, 42.55 feet; thence S88°33'26"W, 175.00 feet to the POINT OF BEGINNING.
Said tract CONTAINS: 61,476 square feet or 1.41 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 5, BLOCK 6
Lot 5, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

LOT 6, BLOCK 6
Lot 6, Block 6, Hawthorne Addition, an addition to Wichita, Sedgwick County, Kansas.
Said tract CONTAINS: 44,000 square feet or 1.008 acres of land, more or less.
Subject to the any and all covenants and agreements of record.

SWD #486
458-2022-085494

PETITION
STORM WATER DRAIN IMPROVEMENT
MERIDIAN 53 ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm water drainage system, including necessary pipes and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $320,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

MERIDIAN 53 ADDITION
Lots 1 through 4, Block A

(d) The proposed method of assessment is on a fractional basis as described below.

Lots 1 and 3, Block A, shall each pay 12/100 of the total cost of the assessments; Lot 2, Block A, shall pay 70/100 of the total cost of the assessments, and Lot 4, Block A, shall pay 6/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
BROADMOOR ONE, LLC By: Circle C, L.P., Manager By: Louise a Caro 2012 Irrevocable Family Trust, Manager By: alfred a Caro Alfred A. Caro, Trustee	02/02/22	MERIDIAN 53 ADDITION Lots 1 through 4, Block A

****

THIS PETITION was filed in my office on 02/11/2022.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

PETITION 468-2022-004375
SANITARY SEWER IMPROVEMENTS
MERIDIAN 53 ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $74,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

MERIDIAN 53 ADDITION
Lots 3 and 4, Block A

(d) The proposed method of assessment is equally per lot.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $ 8,506.00, assessed equally among all property within the proposed Improvement District, equally per lot:

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
BROADMOOR ONE, LLC By: Circle C, L.P., Manager By: Louise a Caro 2012 Irrevocable Family Trust, Manager By: Alfred A Caro Alfred A. Caro, Trustee	02/02/22	MERIDIAN 53 ADDITION Lots 3 and 4, Block A

****

THIS PETITION was filed in my office on 02/11/2022.

Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-078

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 486 – MERIDIAN 53 ADDITION) (458-2022-085494).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a storm water drainage system, including necessary pipes and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$320,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

MERIDIAN 35 ADDITION
Lots 1 through 4, Block A

(d) The proposed method of assessment is **on a fractional basis as described below.**

Lots 1 and 3, Block A, shall each pay 12/100 of the total cost of the assessments; Lot 2, Block A, shall pay 70/100 of the total cost of the assessments, and Lot 4, Block A, shall pay 6/100 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-079

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS – MERIDIAN 53 ADDITION) (468-2022-004375).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, K.S.A. 12-6a19 provides that whenever the construction of any water, stormwater, sanitary sewer or arterial street improvement is initiated by petition pursuant to the Act, the City may require the imposition of a benefit fee on property which is benefitted by such improvements but was not included within the original improvement district established for the levy of special assessments for such improvements; and

WHEREAS, the Petition contains a request that the City create an area for which benefit fees will be imposed pursuant to K.S.A. 12-6a19; and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$74,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

(d) The proposed method of assessment is **equally per lot.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **sewer main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$8,506.00, assessed equally among all property within the proposed Improvement District, equally per lot.**

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

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PETITION
WATER DISTRIBUTION IMPROVEMENTS 448-2022-006108
SOUTH SENECA ESTATES TO WICHITA,
SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $84,000 (Eighty-Four Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-7, Block 1; Lots 1 – 7, Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment of all costs shall be on a fractional basis:
That the aforementioned lots in South Seneca Estates, Wichita, Sedgwick County, Kansas shall each pay 1/14 of the total cost payable by the improvement district.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
ZLLC South Seneca, LLC Larry Hacker, Member	2/21/22	Lots 1-7, Block 1; Lots 1 – 7; Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

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THIS PETITION was filed in my office on 02/22/2022.

Deputy City Clerk

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468-2022-006116

PETITION
SANITARY SEWER IMPROVEMENTS
SOUTH SENECA ESTATES TO WICHITA,
SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq*.

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $255,000 (Two Hundred Fifty-Five Thousand Dollars), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-7, Block 1; Lots 1 – 7, Block 2: South Seneca Estates, Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment of all costs shall be on a fractional basis:
That the aforementioned Lots in South Seneca Estates Addition, Wichita, Sedgwick County, Kansas shall each pay 1/14 of the total cost payable by the improvement district.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
South Seneca, LLC Larry Hacker, Member	2/21/22	Lots 1-7, Block 1; Lots 1 – 7, Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

****

THIS PETITION was filed in my office on 02/22/2022;

Deputy City Clerk

472-2022-085771

PETITION
PAVING IMPROVEMENTS
SOUTH SENECA ESTATES TO WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being a majority of the resident owners of record of the property liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.*

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement, sidewalk, removal of existing drive entrance, and associated appurtenances on **SENECA COURT** from the west line of Seneca Street to and including cul-de-sac.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is: $270,000.00 (Two Hundred Seventy Thousand Dollars) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-7, Block 1; Lots 1 – 7, Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment of all costs shall be on a fractional basis:

That the aforesaid lots shall each pay 1/14 of the total cost payable by the improvement district.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
South Seneca, LLC Larry Hacker, Member	2/21/22	Lots 1-7, Block 1; Lots 1 – 7, Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

****

THIS PETITION was filed in my office on 02/22/2022.

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-080

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION IMPROVEMENTS – SOUTH SENECA ESTATES) (448-2022-006108).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the majority of the resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$84,000 (Eighty-Four Thousand Dollars),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-7, Block 1; Lots 1-7, Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment **of all costs shall be on a fractional basis: That the aforementioned lots in South Seneca Estates, Wichita, Sedgwick County, Kansas shall each pay 1/14 of the total cost payable by the improvement district.**

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-081

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS – SOUTH SENECA ESTATES) (468-2022-006116).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the improvement district defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$255,000 (Two Hundred Fifty-Five Thousand Dollars),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respread agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-7, Block 1; Lots 1-7 Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment **of all costs shall be on a fractional basis:**

That the aforementioned Lots in South Seneca Estates Addition, Wichita, Sedgwick County, Kansas shall each pay 1/14 of the total cost payable by the improvement district.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-082

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – SOUTH SENECA ESTATES) (472-2022-085771).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.*, (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the majority of resident owners of record of the property** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement, sidewalk, removal of existing drive entrance, and associated appurtenances on SENECA COURT from the west line of Seneca Street to and including the cul-de-sac.

b) The estimated or probable cost of the proposed Improvements is: **$270,000.00 (Two Hundred Seventy Thousand Dollars),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis or per the terms of a respead agreement submitted to the City of Wichita.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

Lots 1-7, Block 1; Lots 1-7, Block 2; South Seneca Estates, Wichita, Sedgwick County, Kansas.

(d) The proposed method of assessment **of all costs shall be on a fractional basis:**

That the aforementioned lots shall each pay 1/14 of the total cost payable by the improvement district.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

468-2022-007233

PETITION
(SANITARY SEWER IMPROVEMENTS – WESTBREEZE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS)

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is $29,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

PARCEL 1
legally described as:
The West Half of Lot 6, Block 3, Westbreeze Addition to Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is equally per Parcel.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
WHITETAIL MANAGEMENT, LLC A Kansas limited liability company By: _____ Brandon Hermreck, Member	2/23/2022	PARCEL 1: legally described as: The West Half of Lot 6, Block 3, Westbreeze Addition to Wichita, Sedgwick County, Kansas
By: _____ Zachary Northcutt, Member	02/23/2022	

****

THIS PETITION was filed in my office on 03/07/2022.

THE CITY OF WICHITA SEDGWICK COUNTY KANSAS

Deputy City Clerk

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-083

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS – WESTBREEZE ADDITION) (468-2022-007233).

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City of Wichita, Kansas (the "City") proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Council (the "Governing Body") of the City hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the improvement district defined below.

(b) The estimated or probable cost of the proposed Improvements is **$29,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

PARCEL 1
Legally described as:
The West Half of Lot 6, Block 3, Westbreeze Addition to Wichita, Sedgwick County, Kansas

(d) The proposed method of assessment is **equally per Parcel.**

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Revising $

PETITION 448-2021-017261
WATER IMPROVEMENTS
CORNEJO INDUSTRIAL DISTRICT 2ND,
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is $175,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CORNEJO INDUSTRIAL DISTRICT 2ND
Lots 1 through 3, Block A

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 1, Block A, shall pay 348/1000 of the total cost of the assessments; Lot 2, Block A, shall pay 317/1000 of the total cost of the assessments; and Lot 3, Block A, shall pay 335/1000 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
R.R.M. Properties, L.L.C. By: _____ Ronald J. Cornejo, Manager Cornejo Holdings, LLC, f/k/a Triple J of Wichita, L.L.C. By: _____ Ronald J. Cornejo, Member	02/14/22 02/14/22	**CORNEJO INDUSTRIAL DISTRICT 2ND** Lots 1 through 3, Block A

****

THIS PETITION was filed in my office on 2-17-2022.

~~Deputy~~ City Clerk

Revising #4

PETITION 468-2021-017263
SANITARY SEWER IMPROVEMENTS
CORNEJO INDUSTRIAL DISTRICT 2ND,
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, being the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq.* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is $88,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CORNEJO INDUSTRIAL DISTRICT 2ND
Lots 1 through 3, Block A

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 1, Block A, shall pay 348/1000 of the total cost of the assessments; Lot 2, Block A, shall pay 317/1000 of the total cost of the assessments; and Lot 3, Block A, shall pay 335/1000 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
R.R.M. Properties, L.L.C. By: _____ Ronald J. Cornejo, Manager Cornejo Holdings, LLC f/k/a Triple J of Wichita, L.L.C. By: _____ Ronald J. Cornejo, Member	02/14/22 02/14/22	**CORNEJO INDUSTRIAL DISTRICT 2ND** Lots 1 through 3, Block A

****

THIS PETITION was filed in my office on 2-17-2022.

~~Deputy~~ City Clerk

Revising $

PETITION 472-2021-085727
PAVING IMPROVEMENTS
CORNEJO INDUSTRIAL DISTRICT 2ND
WICHITA, SEDGWICK COUNTY, KANSAS

TO: The Mayor and City Council (the "Governing Body")
City of Wichita, Kansas

1. The undersigned, the owners of record of more than one-half of the area liable for assessment set forth below for the proposed improvements of the City of Wichita, Kansas (the "City"), do hereby request that said improvements be made in the manner provided by K.S.A. 12-6a01 *et seq* (the "Act").

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Cleveland Ct, from the south line of 21st Street, south to and including the cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

The Improvements shall be constructed in accordance with City standards and plans and specifications prepared or approved by the City Engineer.

(b) The estimated or probable cost of the proposed Improvements is $1,048,000.00, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CORNEJO INDUSTRIAL DISTRICT 2ND
Lots 1 through 3, Block A

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 1, Block A, shall pay 348/1000 of the total cost of the assessments; Lot 2, Block A, shall pay 317/1000 of the total cost of the assessments; and Lot 3, Block A, shall pay 335/1000 of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is 100% to be assessed against the Improvement District and 0% to be paid by the City-at-large.

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

2. It is further requested that the proposed Improvements be made without notice and hearing as required by the Act.

3. If the Improvements are: (i) abandoned, altered and/or constructed privately, in part or whole, precluding the building of the Improvement under the authority of this Petition and the Act; or (ii) it is necessary for the City to redesign, repair or reconstruct the Improvements after its initial design and/or construction because the design and/or construction does not meet the requirements of City code provisions; any costs incurred by the City as a result of submission of this Petition shall be assessed to property within the proposed Improvement District in accordance with the provisions hereof.

4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

5. The Governing Body is further requested to proceed with adoption of a resolution authorizing the Improvements and establishing the Improvement District in accordance with the Act and the construction of the Improvements in an expeditious manner.

Signature	Dated	Property Owned Within Proposed Improvement District
R.R.M. Properties, L.L.C. By: _____ Ronald J. Cornejo, Manager	02/14/22	**CORNEJO INDUSTRIAL DISTRICT 2ND** Lots 1 through 3, Block A
Cornejo Holdings, LLC, f/k/a Triple J of Wichita, L.L.C. By: _____ Ronald J. Cornejo, Member	02/14/22	

****

THIS PETITION was filed in my office on 2-17-2022.

~~Deputy~~ City Clerk

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-084

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER IMPROVEMENTS – CORNEJO INDUSTRIAL DISTRICT 2ND) (448-2021-017261).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 21-236** of the City (the "Prior Resolution) authorizing certain internal improvements; and

WHEREAS, **the estimated or probable cost of the proposed improvements, the extent of the proposed improvement district, and the proposed method of assessment authorized by the Prior Resolution has changed;**

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **$175,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CORNEJO INDUSTRIAL DISTRICT 2ND
Lots 1 through 3, Block A

(d) The proposed method of assessment **is on a fractional basis as set forth below:**

Lot 1, Block A, shall pay 348/1000 of the total cost of the assessments; Lot 2, Block A, shall pay 317/1000 of the total cost of the assessments; and Lot 3, Block A, shall pay 335/1000 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-085

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (SANITARY SEWER IMPROVEMENTS–CORNEJO INDUSTRIAL DISTRICT 2ND) (468-2021-017263).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 21-238** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, **the estimated or probable cost of the proposed improvements, the extent of the proposed improvement district and the proposed method of assessment authorized by the Prior Resolution has changed; and**

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed **by the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is **$88,000.00,** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CORNEJO INDUSTRIAL DISTRICT 2ND
Lots 1 through 3, Block A

(d) The proposed method of assessment is **on a fractional basis as described below:**

Lot 1, Block A, shall pay 348/1000 of the total cost of the assessments; Lot 2, Block A, shall pay 317/1000 of the total cost of the assessments; and Lot 3, Block A, shall pay 335/1000 of the total cost of the assessments.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

EXHIBITA

PARCEL A:
That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Beginning at the northwest corner of said Lot 2; thence N88°54'06"E, coincident with the north line of said Lot 2, 729.80 feet to the northeast corner of said Lot 2; thenceS00°40'59"E, coincident with a segment of the east line of said Lot 2, 225. 42 feet to a deflection corner in the east line of said Lot 2; thence S07°53'05"W coincident with a segment of the east line of said Lot 2,101.12 feet to a deflection corner in the east line of said Lot 2; thence S00°38'46"E coincident with a segment of the east line of said Lot 2, 26.00 feet to a deflection corner in the east line of said Lot 2, said deflection corner also being the northeast corner of Lot 3, in said Block A; thence S89°21'14"W coincident with a segment of the east line of said Lot 2, 268. 80 feet to the northwest corner of said Lot 3; thence continuing S89°2l'14"Was extended west to a point on a segment of the west line of said Lot 2, 443. 55 feet; thence N01°03'57"W coincident with a segment of the west line of said Lot 2, 70.49 feet to a deflection corner in the west line of said Lot 2; thence N01°04'26"W coincident with a segment of the west line of said Lot 2, 275. 18 feet to the point of beginning.

PARCEL B:
That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 2; thence S01°04'26"E coincident with a segment of the west line of said Lot 2, 275.18 feet to a deflection corner in the west line of said Lot 2; thence S01°03'57"E coincident with a segment of the west line of said Lot 2, 70.49 feet to a point on the west line of said Lot 2 and for a point of beginning; thence N89°21'14" E coincident with an extended segment of the east line of said Lot 2, 221. 77; thence S01°04'29"E parallel with a segment of the east line of said Lot 2, 242.66 feet to a point on the south line of said Lot 2; thence S88°55'31"W coincident with the south line of said Lot 2, 221.81 feet to the southwest corner of said Lot 2; thence N01°03'57"W coincident with a segment of the west line of said Lot 2, 244.32 feet to the point of beginning.

PARCEL C:
That part of Lot 2, Block A, Monarch Landing Commercial, an Addition to Wichita, Sedgwick County, Kansas, described as follows: Commencing at the northwest corner of said Lot 2; thence S01°04'26"E coincident with a segment of the west line of said Lot 2, 275.18 feet to a deflection corner in the west line of said Lot 2; thence S01°03'57"E coincident with a segment of the west line of said Lot 2, 70.49 feet to a point on the west line of said Lot 2; thence N89°21'14"E coincident with an extended segment of the east line of said Lot 2, 221.77 for a point of beginning; thence continuing N89°21'14"E, 221.77 feet to a deflection corner in the east line of said Lot 2, said corner also being the northwest corner of Lot 3, in said Block A; thence S01°04'29"E coincident with a segment of the east line of said Lot 2, 228.57 feet to point on the south line of said Lot 2; thence S80°23'40"W coincident with the south line of said Lot 2, 83.81 feet to a deflection corner in the south line of said Lot 2; thence S88°55'31"W coincident with the south line of said Lot 2, 138.89 feet; thence NO1°04`29"W, 242.66 feet to the point of beginning.

Lot 3, Block A, Monarch Landing Commercial Addition

132019

(Published in the ***Wichita Eagle***, on April 8, 2022)

RESOLUTION NO. 22-086

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS–CORNEJO INDUSTRIAL DISTRICT 2ND) (472-2021-085727).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 21-241** of the City (the "Prior Resolution) authorized certain internal improvements; and

WHEREAS, **the estimated or probable cost of the proposed improvements, the extent of the proposed improvement district and the proposed method of assessment authorized by the Prior Resolution has changed;**

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq* (the "Act"); and

WHEREAS, the Governing Body hereby finds and determines that said Petition was signed by **the owners of record of more than one-half of the area** liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

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

Section 1. **Repealer**. The Prior Resolution is hereby repealed.

Section 2. **Findings of Advisability**. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be made are as follows (the "Improvements"):

Construction of pavement on Cleveland Ct, from the south line of 21st Street, south to and including the cul-de-sac, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from the gutter line to the gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the proposed Improvements is **$1,048,000.00**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

(c) The extent of the proposed improvement district (the "Improvement District") to be assessed for the costs of the proposed Improvements is:

CORNEJO INDUSTRIAL DISTRICT 2ND
Lots 1 through 3, Block A

(d) The proposed method of assessment is **on a fractional basis as set forth below:**

Lot 1, Block A, shall pay 348/1000 of the total cost of the assessments; Lot 2, Block A, shall pay 317/1000 of the total cost of the assessments; and Lot 3, Block A, shall pay 335/1000 of the total cost of the assessments.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements.

In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: **100%** to be assessed against the Improvement District and **0%** to be paid by the City-at-large.

(f) The payment of assessments to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City's Special Assessment Deferral Program.

Section 3. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 2*** of this Resolution.

Section 4. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

Agenda Item No. V-1

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous and Unsafe Structure
1127 N. Broadway Ave (front structure)
(District VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Unfinished Business

Recommendations: Close the public hearing, declare the building to be a dangerous and unsafe structure, and accept the Board of Building Code Standards and Appeals (BBCSA) recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

Background: On December 7, 2021, the City Council conducted a public hearing to consider condemnation of the dangerous and unsafe structure at 1127 N. Broadway Ave (front structure). At that hearing, the City Council made a motion to defer action on the property for 90 days.

Analysis: On March 16, 2022, Metropolitan Area Building and Construction Department (MABCD) staff inspected the property. The structure has not been repaired. The ground level is secure and the second story is unsecure. The premises are maintained.

A check of Sedgwick County records showed that the ownership of the property has not changed. The 2021 taxes are delinquent in the amount of $966.83, which includes interest.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund. This budget is supplemented by an annual allocation of Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 charge to cover associated costs of the condemnation and other associated costs. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property

Legal Considerations: The owner has been informed of the date and time of the hearing.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BBCSA recommended actions to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure.

If any of the above conditions are not met, the MABCD 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: None

City of Wichita
City Council Meeting
April 5, 2021

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for a Letter of Intent to Issue Industrial Revenue Bonds, Webb Industrial, LLC (District II)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendation: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Background: In December 2017, the City Council approved a new speculative industrial/flex space program to encourage development of large buildings. Webb Industrial, LLC is now requesting approval of a Letter of Intent (LOI) to issue Industrial Revenue Bonds (IRBs) in an amount not to exceed $14,500,000 for construction of a speculative industrial building with a five-plus-five-year ad valorem tax exemption (95% for first five years and 50% for years 6-10). Webb Industrial intends to build a 159,000 square-foot speculative industrial building (40-foot clear height) on vacant land near the intersection of 40th Street North and Webb Road.

Analysis: Webb Industrial, LLC is a Kansas limited liability company formed to develop and own the proposed facility. The members of Webb Industrial include Ivan Crossland, Jr., Dave Murfin and Steven Barrett. Webb Industrial has built two other speculative industrial buildings near 40th Street North and Webb Road. The first, a 143,000 square-foot facility, was leased to and later sold to Amazon. The second, a 113,000 square-foot building, is currently 50% leased with strong leasing activity for the remaining space.

In 2016, Crossland and Barrett built 250,000 square feet of speculative industrial space at 29th and Ohio under a previously approved policy. In 2008, Barrett with other partners built a 140,000 square-foot speculative industrial building at Pawnee and Meridian.

Webb Industrial is applying for an IRB LOI under the speculative building program approved in December 2017. The program requires developers to build at least 100,000 square feet of industrial space that cannot be divided into increments smaller than 25,000 square feet and requires a minimum clear height (height from the floor to the bottom of the beams) of 28 feet. To be eligible to receive the incentive, developers are required to begin construction within 120 days of City Council approval and must complete construction within 15 months of City Council approval.

The developer also receives a sales tax exemption on construction materials. The developer will be required to report all leasing activity on an annual basis.

Financial Considerations: Webb Industrial agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. Under the speculative industrial/flex space program, Webb Industrial qualifies for a 95% property tax abatement for an initial

five-year period on all bond-financed real property, plus a 50% abatement for the second five years, if the property is at least 50% leased, subject to City Council approval.

A benefit/cost analysis was performed by Wichita State University's Center for Economic Development and Business Research based on the proposed Letter of Intent, with the following ratio of benefits to costs:

City of Wichita	1.44 to 1.00
City General Fund	1.23 to 1.00
City Debt Service Fund	2.09 to 1.00
Sedgwick County	1.37 to 1.00
USD 375	2.14 to 1.00
State of Kansas	2.22 to 1.00

There are no job requirements for this program. It is intended to provide large industrial space for the market, which is currently lacking in the city and the region.

Legal Considerations: Bond documents required for issuance of bonds will be prepared by the City's outside bond counsel, Gilmore & Bell, P.C. The City's Law Department will review and approve the final form of bond documents prior to issuance of any bonds.

Recommendations/Actions: It is recommended the City Council close the public hearing, adopt the Resolution of Intent, and authorize the necessary signatures.

Attachments: Letter of Intent request, Resolution of Intent

Industrial Revenue Bond Application

Webb Industrial, LLC (Tenant)

To Be Determined (Sub-Tenant)

City of Wichita, Kansas

February 25, 2022

WEBB INDUSTRIAL LLC

February 25, 2022

Mayor Brandon Whipple and Wichita City Council Members
City of Wichita, City Hall
455 N. Main
Wichita, KS 67202

RE: APPROVAL OF AN ESTIMATED $14,500,000.00 of CITY OF WICHITA, KANSAS, TAXABLE INDUSTRIAL REVENUE BONDS

Dear Mayor Whipple and Wichita City Council,

We are writing to request your support for the issuance of approximately $14,500,000.00 of City of Wichita, Kansas Taxable Industrial Revenue Bonds. We will use the Bonds to finance the construction of a speculative warehouse building containing approximately 159,000 square feet of space. The building will be used for industrial and distribution warehouse purposes. The building will be constructed on a speculative basis and the Bonds will be issued as a part of the City's speculative industrial building program.

The issuance of Bonds and the receipt of the economic incentives available in connection therewith are critical in order to allow Webb Industrial, LLC to proceed with the construction of the speculative industrial building. Wichita currently has very little modern industrial space on the market for lease, which in turn acts as a hindrance for economic growth. Many national companies looking for space for their products and employees simply pass Wichita over as they are unwilling or unable to wait the time required for a facility to be planned and built. Local brokers are reporting that our community has little speculative projects in development or on the horizon that would help relieve the lack of space. We are excited to step in and propose this project and we are confident the project will have a very positive economic effect for the City of Wichita. Our proposed facility will meet all modern standards for use and efficiency and will be located in one of Wichita's newest industrial parks located near 40th Street North and Webb Road.

We will be available for any questions you may have regarding our request and look forward to working with you. Thank you in advance for your time and consideration. I think you will find this project addresses a critical need and is very beneficial to the City of Wichita.

Regards,

Webb Industrial, LLC

Steven R. Barrett, Managing Member

1. **Name and Addresses of Applicant:**

Tenant:	Webb Industrial, LLC 150 N. Market Wichita, KS 67202 Telephone: (316) 262-6400 Facsimile: (316) 265-9395 Attention: Steven R. Barrett, Managing Member
Sub-Tenant:	Speculative Warehouse Project To Be Determined
Proposed Address:	40th Street North and Webb Road, Wichita, Kansas

2. **General description of the Applicant and its Members:**

Webb Industrial, LLC is a Kansas limited liability company that was formed in 2016 for the primary purpose of developing and owning speculative warehouse facilities (the "Applicant"). This request represents the Applicant's third speculative warehouse project within the same industrial park.

The members of Applicant include Crossland Holdings II, LLC, SRB Kansas, LLC and David Murfin. The Applicant is managed by Ivan Crossland, Jr. and Steven R. Barrett both of whom have a successful history of constructing, developing and operating projects such as this one. The Industrial Revenue Bonds requested pursuant to this request will either be purchased by the Applicant or by a financial institution that has knowledge of the financial position of the Applicant and its members.

The Applicant has previously participated in two successful speculative warehouse projects in Wichita, Kansas using the City of Wichita's Taxable Industrial Revenue Bonds. The City of Wichita's bonds allowed the Applicant to construct two speculative warehouse buildings, the first having an estimated 143,000 square feet of space and the second having an estimated 113,000 square feet of space. The first building was leased and later sold to Amazon, a national Fortune 50 company. The second building is currently leased at 50% of its capacity and is expected to be leased at 100% capacity in the near future.

Some of the Members of the Applicant are also affiliated with Pawnee Industrial, LLC which built the first speculative building within the City using the City's Taxable Industrial Revenue Bonds in December of 2008. The Industrial Revenue Bonds used to finance the 2008 project are now paid-off and the project is now on the Sedgwick County property tax roll. In addition, Pawnee Industrial II, another affiliated company, constructed two speculative warehouse buildings having a total of approximately 250,000 square feet of space within the City using the City's Industrial Revenue Bonds in 2018. Both the 2008 building and the 2018 building have been a leasing success story.

3. **General description of the Project:**

The project subject to this application will consist of the construction of a speculative warehouse building containing approximately 159,000 square feet of space (the "Project"). A preliminary site plan of the Project site, the preliminary elevations showing the exterior of the

building, and a cost benefit analysis are enclosed herewith for your information. Because there are currently no known tenants, the Project will be built on a speculative basis with the intent of bringing in national and regional companies and jobs to the City. At this time it is anticipated that the construction of the Project will be commenced during the summer of 2022. By adding another 159,000 square feet of move-in ready industrial and distribution warehouse space to the local market, we believe we will help achieve one of the stated objectives of the Greater Wichita Economic Development Council (GWEDC).

The building constructed as a part of the Project will consist of approximately 159,000 square feet. The building will have a minimum of 24 dock high doors with the potential for up to 40 dock high doors, a 40' clear ceiling height, and provide for approximately 200 parking spaces.

4. **Bond Amount and Specific Incentives Requested:**

We are requesting the issuance of approximately $14,500,000.00 of the City of Wichita, Kansas Taxable Industrial Revenue Bonds (Webb Industrial, LLC, Warehouse Project). Referred to herein as the "Bonds".

At this time we are requesting a five plus five (5+5) property tax abatement for that portion of the Project purchased, constructed and financed with the Bonds and a sales tax exemption in connection with the purchases of materials and equipment used in the construction and equipping of the Project.

We understand that the tax abatement is ninety-five percent (95%) for the first five (5) years and fifty percent (50%) for the second five (5) year period. We further understand that the land will not be exempt from property taxes.

5. **Benefits to the City of Wichita:**

By granting the property tax abatement for the Project and the sales tax exemption in connection with the purchase of the building materials and equipment used to construct and equip the Project, the City will be providing the economic incentives to Webb Industrial, LLC that are necessary to allow it to purchase and construct the Project which will in turn help the City to receive future economic benefits. Currently the land sits vacant and generates very little tax or economic benefit. We believe the City has much to gain and nothing to lose by approving our request. Given its location, a state-of-the-art industrial building will be very attractive to many outside businesses looking for an available facility in the Midwest. Very few outside companies are willing to come to Wichita if it entails waiting a year or more for land to be located, acquired, and developed. The businesses that will lease the buildings will provide new jobs to the City and significant property tax proceeds after the abatement period ends. As is the case with most of the industrial and warehouse buildings in the area, it will not be uncommon for it to remain a viable facility for forty (40) plus years. It should also be noted that this Project falls in lockstep with publicly stated goals of the City of Wichita and the Greater Wichita Partnership.

There has been a recognized need in the community for the availability of such industrial and distribution warehouse space for some time. The need for this type of facility has been publicly acknowledged by the City. This Project will be a great benefit to the economic development efforts of the City.

6. **Breakdown of estimated Project costs:**

Site Work:	$2,320,000.00
Building:	$12,180,000.00
TOTAL:	$14,500,000.00

7. **Compliance with City Requirements:**

The Applicant and the Project will not have an adverse effect on the ambient air quality of the City or Sedgwick County or the environment in general. The Applicant and Project will comply with all applicable policies and requirements of the City relating to environmental matters. The Applicant and Project will also comply with all policies of the City required in connection with the issuance of the Bonds, including, policies pertaining to equal employment opportunity.

8. **Name and address of Bond Counsel:**

Name: Gilmore & Bell
Address: 100 N. Main, Suite 600
Wichita, Kansas 67202
Telephone: (316) 267-2091
Fax: (316) 262-6523
Attention: Sarah Steele

9. **Name and address of Applicant Counsel:**

Melissa M. Mangan
Address: 250 N. Water, Suite 300
Wichita, Kansas 67202
Telephone: (316) 651-7733
Email: mmangan@murfininc.com

10. **Payment for Services**

Webb Industrial, LLC agrees to pay to the City all costs relative to the issuance of the Bonds. In addition we agree to make payments of $2,500 per year to the City commencing one (1) year after delivery of the Bonds.

11. **Sale of Bonds**

The Bonds will be acquired by the Applicant or placed with a financial institution which has knowledge of Webb Industrial, LLC and its members.

12. **Summary**

To permit the Applicant to finalize the financing and plans for the Project, it is requested at this time that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City wherein the City declares its intent to issue approximately $14,500,000.00 of its City of Wichita, Kansas, Taxable Industrial Revenue Bonds, for the purposes described above. As mentioned above the building constituting the Project will be constructed within the next year or two. In order to accommodate the expected construction schedule we are requesting that the Letter of Intent remain in effect until December 31, 2023.

The Applicant is aware that such a Letter of Intent is only an indication of the City to issue the proposed Bonds to assist in the financing of the Project, and that such Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Resolution, Trust Indenture, Lease Agreement, Guaranty Agreement, and other related documents. However, upon issuance of the Letter of Intent, the Applicant is prepared to proceed in reliance thereon.

Should there be any questions or requests for further information in the course of the City's evaluation of this Application, we will be pleased to promptly respond thereto.

Respectfully submitted,

On behalf of Webb Industrial, LLC

By: _____

Steven R. Barrett, Managing Member

RESOLUTION NO. 22-087

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INDUSTRIAL WAREHOUSE AND DISTRIBUTION FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

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

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to finance the cost of an industrial warehouse and distribution facility (the "Project") to be located in the City and to be leased by the City to Webb Industrial, LLC (the "Tenant").

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $14,500,000 (collectively, the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds (the "Letter of Intent") in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the "Guidelines"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to:

(i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals and (f) the execution and delivery by the Tenant of an agreement for payment in lieu of taxes referenced in ***Section 4*** hereof.

Section 4. Property Tax Exemption. The Governing Body hereby determines, that pursuant to the provisions of K.S.A. 79-201a, the Project, to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; and further provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth;* and (c) for real estate on which the Project is located. The Governing Body hereby conditionally approves an ad valorem property tax exemption on the Bond-financed property not excluded in the prior sentence of this section, of 95% for a five-year term, and 50% for an additional five-year term to be considered thereafter, at the discretion of the Governing Body, all subject to the Tenant's ongoing compliance with the Guidelines. Prior to making such determination the Governing Body has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by the Act. The ad valorem property tax exemption granted is subject to the execution and delivery by the Tenant of an agreement for payment in lieu of taxes in substantially the form presented to the Governing Body with this Resolution.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 7. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After compliance with the provisions of the Letter of Intent by the Tenant has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance

of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (b) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2023, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on April 5, 2022, as the same appears of record in my office.

DATED: April 5, 2022

Karen Sublett, City Clerk

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EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON APRIL 5, 2022

The City Council (the "Governing Body") of the City of Wichita, Kansas (the "City") met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent: .

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

* * * * * * * * * * * * * *

(Other Proceedings)

Among other business, in accordance with notice published on March 25, 2022, in the ***Wichita Eagle***, a public hearing was held by the Governing Body relating to the proposed issuance of not to exceed $14,500,000 principal amount of Taxable Industrial Revenue Bonds (Webb Industrial, LLC) (the "Bonds"). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING TAXABLE INDUSTRIAL REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INDUSTRIAL WAREHOUSE AND DISTRIBUTION FACILITY TO BE LOCATED IN SAID CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

Thereupon, [_____] moved that said Resolution be adopted. The motion was seconded by [_____]. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the Governing Body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. 22-087, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

* * * * * * * * * * * * * *

CERTIFICATE

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

[SEAL]

_____

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Public Hearing and Request for Letter of Intent to Issue Industrial Revenue Bonds (Corterra of Wichita, LLC) (District V)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendation: Close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Background: Corterra of Wichita, LLC (Corterra) will be an inpatient geriatric behavioral health hospital for seniors experiencing cognitive disorders related to Alzheimer's disease and other dementias. Corterra is requesting a Letter of Intent (LOI) to issue Industrial Revenue Bonds (IRBs) in an amount not to exceed $8,850,000 with the associated sales tax exemption and a 100% property tax abatement on a five-plus-five-year basis.

The partners in Corterra have experience in the development and management of healthcare facilities relating to post-acute care, senior living, population health management, care coordination and behavioral health.

Analysis: Corterra is a recently formed legal entity established for development of a new 21,000 square-foot inpatient geriatric behavioral health hospital. The facility, to be located on West Village Road, south of K-96 and west of Ridge Road, will include 24 private rooms and service 400 to 500 seniors and older adults annually.

Geriatric behavioral health hospitals specialize in stabilization, treatment and recovery planning for seniors experiencing a mental health crisis or behavioral disturbance most often related to Alzheimer's disease and other dementias. Patients typically have a short stay and once stabilized, will return to the level of care from which they came (home, nursing facility, etc.).

Corterra plans to hire 33 new employees in the first five years at an average annual salary of $55,000.

Corterra qualifies for a 40% tax abatement based on job creation (33), 50% based on capital investment ($8,850,000) and 10% for being in a Regional Growth Plan sector (Healthcare) for a total abatement of 100%.

Financial Considerations: Corterra agrees to pay all costs of issuing the bonds and agrees to pay the City's $2,500 annual IRB administrative fee for the term of the bonds. It is anticipated the bonds will be purchased by Corterra of Wichita, LLC.

Based on the latest available mill levy, the estimated tax value of the 100% exemption for the first full year, is approximately $166,610. No land is abated. The actual value of any abatement will be subject to the valuation by the Sedgwick County Treasurer. The estimated value of the real property tax exemption as applicable to taxing jurisdictions is:

City	$44,211	State	$ 2,025
County	$39,658	USD 266	$80,716

The value of the sales tax exemption is estimated to be approximately $450,476, of which $123,877 is Wichita's share.

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

City of Wichita	1.34 to 1.00
City General Fund	1.10 to 1.00
City Debt Service Fund	2.00 to 1.00
Sedgwick County	1.08 to 1.00
USD 266	1.27 to 1.00
State of Kansas	3.61 to 1.00

Legal Considerations: The law firm of Gilmore & Bell, P.C. will serve as bond counsel in the transaction. The form of bond documents shall be subject to review and approval by the Law Department prior to issuance of any bonds.

Recommendations/Actions: It is recommended the City Council close the public hearing, adopt the Resolution of Intent and authorize the necessary signatures.

Attachments: Letter of Intent Application, Resolution of Intent

Gilmore & Bell, P.C.
03/10/2022

RESOLUTION NO. 22-097

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTHCARE FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INPATIENT GERIATRIC BEHAVIORAL HOSPITAL TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

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

WHEREAS, the City Council (the "Governing Body") of the City desires to promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State; and

WHEREAS, pursuant to the provisions of the Kansas Economic Development Revenue Bond Act, as amended and codified in K.S.A. 12-1740 *et seq.* (the "Act"), the City is authorized to issue revenue bonds for such purposes; and

WHEREAS, the Governing Body determines it to be advisable and in the interest and for the welfare of the City and its inhabitants that revenue bonds of the City be authorized and issued, in one or more series, for the purpose of providing funds to finance the cost of acquiring, constructing and equipping an inpatient geriatric behavioral hospital (the "Project") to be located in the City and to be leased by the City to Corterra of Wichita, LLC (the "Tenant").

****

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

Section 1. Public Purpose. The Governing Body hereby finds and determines that the Project will promote, stimulate and develop the general economic welfare and prosperity of the City, and thereby further promote, stimulate and develop the general economic welfare and prosperity of the State.

Section 2. Authorization to Acquire Project; Intent to Issue Bonds. The City is hereby authorized to proceed with the acquisition, construction and equipping of the Project and to issue its revenue bonds, in one or more series, in an aggregate principal amount not to exceed $8,850,000 (collectively, the "Bonds") to pay the costs thereof, subject to satisfaction of the conditions of issuance set forth herein.

Section 3. Conditions to Issuance of Bonds. The issuance of the Bonds is subject to: (a) the Tenant's written acceptance of a Letter of Intent containing the City's conditions to the issuance of the Bonds (the "Letter of Intent") in accordance with the City of Wichita/Sedgwick County Economic Development Guidelines (the "Guidelines"); (b) the successful negotiation and sale of the Bonds to a purchaser or purchasers to be determined by the Tenant and acceptable to the City (the "Purchaser"), which sale shall be the responsibility of the Tenant and not the City; (c) the receipt of the approving legal opinion

of Gilmore & Bell, P.C. ("Bond Counsel") in form acceptable to the City, the Tenant and the Purchaser; (d) the obtaining of all necessary governmental approvals to the issuance of the Bonds; and (e) the commitment to and payment by the Tenant or Purchaser of all expenses relating to the issuance of the Bonds, including, but not limited to: (i) expenses of the City and the City Attorney; (ii) any underwriting or placement fees and expenses; (iii) all legal fees and expenses of Bond Counsel; and (iv) all recording and filing fees, including fees of the Kansas Board of Tax Appeals.

Section 4. Property Tax Exemption. The Governing Body hereby determines, that pursuant to the provisions of K.S.A. 79-201a, the Project , to the extent purchased or constructed with the proceeds of the Bonds, should be eligible for an exemption from payment of ad valorem property taxes for a period up to ten calendar years commencing with the year following the year in which the Bonds are issued, provided proper application is made therefor; and further provided no exemption may be granted from the ad valorem property tax levied: (a) by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth;* and (c) for real estate on which the Project will be located. The Governing Body hereby conditionally approves a 100% ad valorem property tax exemption on the Bond-financed property not excluded in the prior sentence of this section, for a five year term, with an additional five year term to be considered thereafter, at the discretion of the Governing Body, all subject to the Tenant's ongoing compliance with the Guidelines. Prior to making such determination the Governing Body has conducted the public hearing and reviewed the analysis of costs and benefits of such exemption required by the Act.

Section 5. Sales Tax Exemption. The Governing Body hereby determines that pursuant to the provisions of K.S.A. 79-3601 *et seq*. (the "Sales Tax Act"), particularly K.S.A. 79-3606(b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Project and financed with proceeds of the Bonds are entitled to exemption from the tax imposed by the Sales Tax Act; provided proper application is made therefore and compliance with State Department of Revenue procedures and guidelines. In the event that the Bonds are not issued for any reason, the Tenant will not be entitled to a sales tax exemption under the terms of the Sales Tax Act and will remit to the State Department of Revenue all sales taxes that were not paid due to reliance on the sales tax exemption certificate granted hereunder.

Section 6. Reliance by Tenant; Limited Liability of City. It is contemplated that in order to expedite acquisition of the Project and realization of the benefits to be derived thereby, the Tenant may incur temporary indebtedness or expend its own funds to pay costs of the Project prior to the issuance of the Bonds; provided that such expenditures incurred prior to the issuance of the Bonds are at the risk of the Tenant that the Bonds will actually be issued. Proceeds of Bonds may be used to reimburse the Tenant for such expenditures made not more than 60 days prior to the date this Resolution is adopted. The Bonds herein authorized and all interest thereon shall be paid solely from the revenues to be received by the City from the Project and not from any other fund or source. The City shall not be obligated on such Bonds in any way, except as herein set out. In the event that the Bonds are not issued, the City shall have no liability to the Tenant.

Section 7. Execution and Delivery of Documents. The Mayor is hereby authorized to execute the Letter of Intent, and the City Clerk is authorized to deliver executed copies of this Resolution and the Letter of Intent to the Tenant. After compliance with the provisions of the Letter of Intent by the Tenant has been demonstrated, the Mayor and City Clerk are authorized to execute a bond purchase agreement with the Purchaser and the Tenant for the sale of the Bonds in a form satisfactory to the City Attorney and Bond Counsel.

Section 8. Further Action. The Mayor, City Clerk and other officials, employees and agents of the City, including the City Attorney and Bond Counsel, are hereby further authorized and directed to take

such other actions as may be appropriate or desirable to accomplish the purposes of this Resolution, including, but not limited to: (a) execution on behalf of the City of the information statement regarding the proposed issuance of the Bonds to be filed with the State Board of Tax Appeals pursuant to the Act; and (b) cooperate with the Tenant in filing an application for a sales tax exemption certificate with the Kansas Department of Revenue with respect to Bond-financed property.

Section 9. Effective Date. This resolution shall become effective upon adoption by the Governing Body and shall remain in effect until December 31, 2023, unless extended by affirmative vote of a majority of the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution adopted by the City Council of the City of Wichita, Kansas on April 5, 2022, as the same appears of record in my office.

DATED: April 5, 2022

Karen Sublett, City Clerk

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EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON APRIL 5, 2022

The City Council (the "Governing Body") of the City of Wichita, Kansas (the "City") met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent: .

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

* * * * * * * * * * * * * *

(Other Proceedings)

Among other business, in accordance with notice published on March 25, 2022, in the ***Wichita Eagle***, a public hearing was held by the Governing Body relating to the proposed issuance of not to exceed $8,850,000 principal amount of Healthcare Facilities Revenue Bonds (Corterra of Wichita, LLC) (the "Bonds"). All interested persons were afforded an opportunity to present their views on the issuance of the Bonds and the location and nature of the Project to be financed with the proceeds of the Bonds. Thereupon, the public hearing was closed.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS DETERMINING THE ADVISABILITY OF ISSUING HEALTHCARE FACILITIES REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF AN INPATIENT GERIATRIC BEHAVIORAL HOSPITAL TO BE LOCATED IN THE CITY; AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS.

Thereupon, _____ moved that said Resolution be adopted. The motion was seconded by _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the Governing Body, the vote being as follows:

Aye:

Nay:

Thereupon, the Resolution was then duly numbered Resolution No. 22-097, and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

* * * * * * * * * * * * * *

CERTIFICATE

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

[SEAL]

_____

Karen Sublett, City Clerk

March 23, 2022

Mayor Whipple and Members of City Council
City of Wichita, City Hall
455 N Main Street
Wichita, KS 67202

RE: Proposed Approximately $8,850,000 City of Wichita, Kansas, Taxable Industrial Revenue Bonds - Corterra of Wichita, LLC Inpatient Geriatric Behavioral Hospital Development Project

The Honorable Mayor Whipple and City Council Members:

My name is Erik Hatten. I am the Chairman of Corterra Healthcare Ventures, LLC, a Kansas company formed for the purpose of exploring opportunities to develop inpatient geriatric behavioral hospitals in the United States. Please allow me to provide you with some information regarding Corterra of Wichita, LLC, the initial development project of Corterra Healthcare Ventures, LLC. Thank you in advance for your time and consideration.

The members of Corterra Healthcare Ventures, LLC are Scenic Development, LLC and Corterra Healthcare Partners LLC. Since 2011, Scenic Development has developed 11 senior housing projects, including eight Continuing Care Retirement Communities and three memory care projects, in the states of Kansas, Missouri and Iowa. Corterra Healthcare Partners is a Kansas company formed in 2019 that provides consulting services to senior healthcare providers and payors in Kansas and other states.

The partners of Corterra Healthcare Ventures, LLC have extensive experience providing development and management services in the healthcare industry, including but not limited to the post-acute care, senior living, population health management, care coordination, and behavioral health sectors. Promoting health, dignity and stability for individuals, families and communities is at the core of each partner's mission. Building talented teams of caring and passionate professionals and creating partnerships to benefit the needs of the populations they serve is central to each partner's vision.

We seek IRB issuance from the City of Wichita to allow Corterra of Wichita, LLC ("Corterra"), a subsidiary of Corterra Healthcare Ventures, LLC, to leverage its collective values and experience to develop and operate its first inpatient geriatric behavioral hospital. The project will have an estimated total cost not to exceed $8,850,000 consisting of building and equipment. The land has already been purchased and is not included in these numbers. Construction is expected to begin in the Spring of 2022, with operations beginning no later than the Spring of 2023. At maturity, Corterra is estimated to create approximately 33 full-time equivalent positions (taking into account full-time and part-time employees, potentially more than 40 jobs) and generate patient and payor revenue, both from within Sedgwick County and outside the local market. The hospital will be a regional employer and provider, serving a largely unmet need in the City of Wichita, Sedgwick County and the state of Kansas, but predominantly in the City of Wichita.

As you know, behavioral health initiatives and the need for improvements in mental health infrastructure have been at the forefront of civic concerns across the country. This trend is being exacerbated by the isolation and anxiety caused by the pandemic, as well as continuous uncertainty caused by domestic and world events. Even prior to the pandemic, many states had established task

forces or committees to address deficiencies in mental health infrastructure and shortages in mental health professionals. In particular, most states have recognized a shortage in inpatient psychiatric beds.

This project is not simply “another nursing home”. As the population continues to age, the need for support services related to both mental health conditions and cognitive disorders in the elderly has increased. Cognitive disorders such as Alzheimer's Disease and other dementias uniquely afflict the senior population and can often present as a mental disorder, requiring the same focused treatment that is best provided in a facility such as the one we are proposing. Nursing homes and other traditional senior care providers are generally programmed for physical health. Unlike Corterra, they are not typically staffed or equipped to deal with a resident in crisis, suffering from a mental health or cognitive disorder.

The nation is waking up to this problem that terribly burdens many, but potentially impacts all. City systems and hospitals are being overwhelmed and healthcare costs are booming. Furthermore, the social and economic cost of not providing minimal quality mental health services, or providing them in the incorrect setting, is tremendous. Individuals with unmet mental health needs are vastly more susceptible to chronic disease, lost employee earnings, and other potentially avoidable social issues. The need for parity between physical and mental health services is urgent.

Kansas, Sedgwick County and the City of Wichita have recognized these issues and begun to take action, but more is needed. As you are aware, the state’s Mental Health Task Force has called for dramatic improvements in mental health infrastructure, including the addition of more than 200 inpatient psychiatric beds. Sedgwick County’s recent legislative platforms have similarly reflected the need to address overwhelmed systems and provide additional services. Wichita State University’s Center for Economic Development and Business Research has forecasted rapid and significant population growth in the 65 and older population of Sedgwick County, the primary demographic for Corterra.

Corterra’s services help address these unmet needs, support the overall mental health requirements of the community, and alleviate some longstanding stress from the area’s mental health systems. After performing significant due diligence of our own, we chose Wichita as a launching point to serve patients who are currently going untreated, or are being cared for in an environment not suitable to their needs and are therefore unable to truly recover, return to health, and resume their previous level of living. Again, Corterra believes the hospital in Wichita, Kansas will be a regional provider and employer, and hopes to use this location as a template to demonstrate excellence in geriatric behavioral health services as it expands into other markets throughout Kansas and the rest of the country.

At this time, we are requesting your support for the issuance of $8,850,000 of Wichita, Kansas Industrial Revenue Bonds and the sales and property tax savings associated with this financing method. This project represents a substantial investment of Corterra’s economic and human capital and is vital to its success. Starting a business in a new market is always difficult, but this economy carries some unique challenges that don’t seem to have a foreseeable end. Staffing shortages, market pressures associated with the pandemic, continuing inflation of operating costs, and the unpredictable and escalating cost of construction materials are just a few factors that have increased the risk associated with this venture. These incentives will help mitigate some of those risks, support Corterra’s investments in its employees, facilities and services, and ultimately help finalize the business case to launch this project in Wichita.

As both a resident and member of the Wichita healthcare community, I have a longstanding, vested interest in the well-being, growth and economic prosperity of the City. I am raising a family here and

have spent most of my career here. Prior to a recent stint out-of-state serving as COO for a regional post-acute care company, I spent 22 years in advancing leadership roles in the Ascension Via Christi Health System (Senior Living), including board, CEO and COO level positions.

For quite some time, I have desired to build a company that incentivizes and unites its employees and partners to better serve the behavioral health needs of the senior and elderly population, and I've always hoped that company would have its foundations here in Wichita. Therefore, I'm genuinely excited about the opportunity to work with you and the Members of the Council to help Corterra get off to a strong start. Thank you for your consideration and please feel free to reach out to me with any questions regarding this project.

By:

Erik D. Hatten
Chairman, Corterra Healthcare Ventures, LLC
CEO/Founding Partner, Corterra Healthcare Partners LLC

CORTERRA OF WICHITA, LLC

CITY OF WICHITA

TAXABLE INDUSTRIAL REVENUE BOND

APPLICATION

TABLE OF CONTENTS:

I. COVER LETTER
II. APPLICATION FOR LETTER OF INTENT

March 23, 2022

Mayor Whipple and Members of City Council
City of Wichita, City Hall
455 N Main Street
Wichita, KS 67202

RE: Proposed Approximately $8,850,000 City of Wichita, Kansas, Taxable Industrial Revenue Bonds - Corterra of Wichita, LLC Inpatient Geriatric Behavioral Hospital Development Project

The Honorable Mayor Whipple and City Council Members:

The purpose of the preceding letter and subsequent application is to request the approval by the governing body of the City of Wichita, Kansas, for a Letter of Intent to issue its Industrial Revenue Bonds in an amount not to exceed $8,850,000. The sales and property tax abatement associated with the proposed Bonds would assist Corterra of Wichita, LLC ("Corterra") in the development and operation of an inpatient geriatric behavioral hospital to serve the residents of Wichita and other non-local markets.

1. Name and Address of Applicant

Applicant: Corterra of Wichita, LLC
6731 W. 121st St., Ste. 100
Overland Park, KS 66209

Proposed Address: Corterra of Wichita, LLC
7500 Block, West Village Circle
Wichita, KS 67205

2. A general description of the nature of the business of the Applicant

Corterra of Wichita, LLC is a development stage company formed in Kansas for the purpose of developing and operating a hospital to provide inpatient behavioral services to geriatric patients as well as older adults. Geriatric behavioral hospitals specialize in stabilization, treatment, and recovery planning for seniors who are experiencing a mental health crisis or behavioral disturbances most often related to Alzheimer's disease and other dementias. The hospital would work in tandem with industry stakeholders, including behavioral health providers and other local institutions impacted by the rise in behavioral disorders, senior living organizations, acute care hospitals and systems, post-acute care, home health, population health management and care coordination, and managed care, to encourage network adequacy and healthcare continuum development for the senior population and overall community in Wichita, Kansas.

3. Key Officer and Employees of the Applicant

Corterra of Wichita, LLC has not begun operations or commenced hiring employees. As previously mentioned, the company will be developed and operated by Corterra Healthcare Ventures, LLC and its partners. The following individuals are officers of Corterra Healthcare Ventures, LLC, the parent company that organized, and is overseeing the affairs of, Corterra of Wichita, LLC:

Principal Officers	
Name	**Title**
Gilbert (Gib) Wood	President – Corterra Healthcare Ventures, LLC CEO – Scenic Development, LLC
Jordan Anderson	Vice President – Corterra Healthcare Ventures, LLC President – Scenic Development, LLC
Erik Hatten	Chairman – Corterra Healthcare Ventures, LLC CEO – Corterra Healthcare Partners LLC
Paul Murray	Secretary/Treasurer – Corterra Healthcare Ventures, LLC CFO – Corterra Healthcare Partners LLC

4. A general description of the Project

The size of the proposed hospital building will be approximately 21,000 square feet, including 24 private rooms. The project will meet code requirements for life safety issues, and will use color and design highlights to soften the aesthetic feel of the interior. In addition to the private resident rooms, the hospital will contain a public lobby, a patient activity room, a patient dining room/lounge, a group therapy room, a secured courtyard, observation and exam rooms, and other rooms and staff offices.

At maturity, the hospital is expected to care for the needs of approximately 400 to 500 seniors and older adults annually. Patients of the hospital will have relatively short stays which will be primarily reimbursed by Medicare, but also by Managed Care, Private Pay and other payors. Once a patient is stabilized and a care plan is established, they will be transitioned back to an appropriate level of care (e.g., home, nursing facility, etc.)

Construction would begin in the Spring of 2022 and end in the Spring of 2023. Corterra estimates the project will require discretionary investments in building construction, furniture, fixtures and equipment, of approximately $8,850,000, with additional investments to support start-up working capital. In the first three years of operations, the staffing needs of the hospital are expected to create up to 33 full-time equivalent positions (estimated as 23 in Year 1, an additional six in Year 2, and an additional four in Year 3). Base annual wages for those employees are expected to average $55,000, and Corterra will provide quality benefits as well. In general, these investments will allow Corterra to provide a valuable service to the community, build a strong team of employees, and attract local and non-local patients, patient visitors and staff.

5. Dollar amount of the Bonds requested

The total amount for the Bonds requested is $8,850,000.

6. A detailed breakdown of the proposed costs of the Project

The following table provides a detailed breakdown of the costs for the proposed hospital.

Description of Cost Category	($) Total
General Conditions	$ 350,000
Sitework	600,000
Concrete, Masonry, Steel, Woods & Plastics	1,220,000
Thermal and Moisture Protection	325,000
Doors, Frames, Hardware and Glass	450,000
Finishes, Specialties and Furnishings	1,075,000
Mechanical and Electrical	1,775,000
CMR Fees, Taxes and Contingencies	955,000
Subtotal Cost of Construction	6,750,000
Arch, Eng, Development, Financing	1,720,000
Subtotal Building	8,470,000
Equipment (non-manufacturing)	260,000
Furnishings, Computers, Communications, etc.	120,000
Total Capital Investment	8,850,000

Notes: Corterra has selected Conco Construction to build the hospital. Capitalizable costs incurred to acquire and prepare the property for its intended use are included above.

7. The name and address of Bond Counsel

Gilmore & Bell, PC
Sarah Steele
100 North Main, Suite 800
Wichita, KS 67202
Phone: (316) 267-2091
Email: ssteele@gilmorebell.com

8. The name and address of Applicant Counsel

Hite Fanning & Honeyman LLP
Linda S. Parks
100 North Broadway, Suite 950
Wichita, KS 67202
Phone: (316) 265-7741
Email: parks@hitefanning.com

9. A statement relative to ad valorem taxes

The Applicant respectfully requests that the proposed property constructed by Corterra of Wichita, LLC be exempted from sales tax on construction, and for an abatement on 100% of Corterra's real and personal property taxes for 10 years. These incentives will encourage the Applicant to proceed with the proposed project and provide the community benefits identified in this application.

10. Administrative service fee agreements

The Applicant agrees to make a payment to the City in the amount of $2,500 per year per series of Bonds, each commencing one (1) year after delivery of such series of Bonds, to reimburse the City for administrative costs. Additionally, the Applicant agrees to pay all costs of the City relative to the issuance of the Bonds.

11. A brief statement with respect to Benefits

This addition to Wichita's healthcare infrastructure will help relieve stress from the City's overloaded mental health systems, reduce shortages of mental health professionals, and improve the overall mental health of the community. Corterra will provide much needed support to an underserved market that is experiencing not only growth, but a shift in the demographics of its population that will create additional unmet demand for senior behavioral services in years to come. More difficult to capture in a financial model, but nonetheless real, Corterra's services will mitigate the social and economic costs associated with not providing baseline mental health services and help Wichita, Sedgwick County and Kansas create parity for the mental and physical healthcare needs of their populations.

The sales and property tax incentives provided by the Industrial Revenue Bonds will help mitigate negative economic trends and assist Corterra in offering high-quality healthcare to seniors and older residents of Wichita and other non-local areas. The City will benefit from the creation of high-paying jobs that come with quality benefits, and from the overall investment in real and personal property in the community. Corterra anticipates admitting patients and hiring from locations outside of Wichita, which will attract visitors and additional qualified employees with unique skillsets and ultimately encourage increased economic activity in the City.

12. A brief statement relative to the effects of the proposed project on the ambient air quality of the City of Wichita and Sedgwick County

To the best of our knowledge, the proposed project will have no adverse impact on the air quality, or otherwise on the environment of the City of Wichita or Sedgwick County. The Applicant will comply with all applicable requirements and policies of the City of Wichita relating to environmental matters.

13. A brief statement with respect to Equal Employment Opportunities

The Applicant will comply with all policies of the City of Wichita with regard to equal employment opportunities. Furthermore, Corterra will provide equal employment opportunities without regard to race, creed, color, religion, national origin, sex, pregnancy (including related medical conditions), age, disability (physical or mental), genetic, information, veteran's status, or any other status or condition protected by applicable federal, state, or local law, regulation, or ordinance in connection with hiring, placement, promotions, and other employment decisions, except where a Bona Fide Occupational Qualification applies. Discrimination or harassment of any nature will not be tolerated. Corterra will encourage a comfortable and safe work environment, create policies and procedures that encourage open communication with management about any such issues, and take appropriate corrective action to remedy any situation which is brought to our attention.

14. Arrangement for the sale of the Bonds

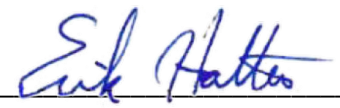
The bonds will be purchased by the Applicant, Corterra of Wichita, LLC.

15. Summary

To allow Corterra to finalize its decision to implement this project in Wichita and execute its plans for financing, it is respectfully requested that the City Council authorize the Mayor to execute a Letter of Intent for and on behalf of the City wherein the City declares its intention to issue an amount not to exceed $8,850,000 of its City of Wichita, Kansas Industrial Revenue Bonds, for the purposes described in this Application.

The Applicant acknowledges that such a Letter of Intent is merely an indication of the City to issue the proposed Bonds, and that such a Letter of Intent is subject in all respects to the governing body's final approval of the terms and provisions of the Bond Resolution, Trust Indenture, Lease Agreement, Guarantee Agreement, and other related documents. However, upon issuance of the Letter of Intent, the Applicant is prepared to proceed in reliance thereon. Should there be any further questions or requests for information in the course of the City's evaluation of this application, we will be pleased to promptly respond.

Respectfully Submitted
On behalf of
Corterra of Wichita, LLC

By: 

Erik Hatten
Chairman
Corterra Healthcare Ventures, LLC

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Notice of a Public Hearing Regarding a Proposed Amendment to the Delano and Stadium Redevelopment Plan, West Bank Redevelopment District (Districts IV and VI)

INITIATED BY: Office of Economic Development

AGENDA: New Business

Recommendations: Publish a resolution stating the City is considering an amendment of the Project Plan for the West Bank Redevelopment District.

Background: On July 25, 2017, the City Council approved a Tax Increment Financing (TIF) Project Plan, called the Delano and Stadium Project Plan. In 2019, the City Council expanded the redevelopment district to include additional land within the Delano Neighborhood that would allow additional street, parking and infrastructure investment. Since 2017, changes to the scope of work, project schedule and costs have made it necessary to amend the TIF Project Plan. Amendment of the TIF project plan requires holding a new public hearing at a time and place set by the City Council.

Analysis: The TIF Project Plan approved by the City Council planned for construction of parking in the redevelopment district, improvements to the Delano multi use path and additional infrastructure improvements related to the Riverfront Stadium area and Delano neighborhood. The TIF project is part of the overall plan to revitalize the Delano neighborhood.

Current and planned private development around the stadium and Delano is substantially greater than initially envisioned. Additional land from the 2019 expansion as well as increased development activity have created a need for additional infrastructure investment. This increased development has created a need to increase the TIF capacity to accommodate additional needs for parking and public infrastructure.

Wichita Riverfront (WR) and EPC Real Estate Group (EPC) have proposed development of approximately two acres that includes a mix of multi-story hospitality, retail and Class A office space based on a Memorandum of Understanding (MOU) approved by the City Council in December 2021. The proposal and MOU include a request to use Tax Increment Financing for construction of a parking garage and other public infrastructure. The amended project plan will address the requested TIF for the project as well as increased pay-as-you-go authority for public infrastructure in the Delano Neighborhood.

The public hearing on April 19 likely will include a development agreement with WR and EPC along with the amended project plan. Staff is currently finalizing the development agreement with WR and EPC.

Financial Considerations: The improvements are planned to be financed by a combination of City General Obligation bonds and pay-as-you-go financing. The feasibility study indicates that TIF capacity will be sufficient to pay projected bond payments.

Legal Considerations: TIF Project Plan amendments require public hearings, which must be set by resolution and published on two consecutive weeks in the City's official newspaper. The attached resolution and notice have been reviewed by the Law Department and approved as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing on April 19, 2022, to consider amendments to the Delano and Stadium Redevelopment Plan and West Bank Redevelopment District, authorize the necessary signatures, and direct staff to publish the resolution two consecutive weeks prior to the date set for the public hearing.

Attachment(s): Resolution

Gilmore & Bell, P.C.
03/29/2022

(Published in ***The Wichita Eagle*** on April 8, 2022 and April 15, 2022)

RESOLUTION NO. 22-098

A RESOLUTION STATING THE CITY OF WICHITA IS CONSIDERING AMENDMENTS TO THE REDEVELOPMENT PROJECT PLAN FOR THE WEST BANK REDEVELOPMENT DISTRICT AND PROVIDING NOTICE OF A PUBLIC HEARING REGARDING THE PROPOSED AMENDMENTS.

WHEREAS, the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City") desires to promote, stimulate and develop the general and economic welfare of the City and the state of Kansas (the "State") and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by acquiring property and providing for the development and redevelopment thereof and the financing relating thereto; and

WHEREAS, pursuant to the provisions of K.S.A. 12-1770, *et seq*., as amended (the "Act"), and Ordinance No. 50-434, passed April 18, 2017, and published April 21, 2017, the City established a redevelopment district pursuant to the Act designated as the "West Bank Redevelopment District" (the "District") and approved the District Plan for the District (the "District Plan"), and

WHEREAS, the City prepared the Delano and Stadium Project Plan for the District, dated June 8, 2017 (the "Project Plan"); and

WHEREAS, on June 8, 2017, the Wichita-Sedgwick County Metropolitan Area Planning Commission reviewed the Project Plan and adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, by Ordinance No. 50-561, passed July 25, 2017, and published July 28, 2017, the City adopted the Project Plan for the District; and

WHEREAS, in accordance with the provisions of the Act, a copy of the Project Plan was delivered by the City to the Board of County Commissioners of Sedgwick County, Kansas and to the Board of Education of U.S.D. No. 259, Sedgwick County, Kansas (Wichita); and

WHEREAS, by Ordinance No. 51-164, passed December 17, 2019, and published December 20, 2019, the City added certain property and increased the boundaries of the District pursuant to K.S.A. 12-1771(f) and made a substantial change to the District Plan for the District; and

WHEREAS, the Act, particularly K.S.A. 12-1772(f), authorizes the Governing Body to approve substantial changes to the Project Plan, subject to public hearing, notice of which is provided by publication at least twice in the official City newspaper; and

WHEREAS, the City has prepared a Project Plan Amendment for the District, dated as of April 2022 (the "Project Plan Amendment"), which modifies the scope of the public improvements described in the Project Plan and provides that the City may issue additional full faith and credit tax increment bonds to finance (the "Bonds"), in whole or in part, the costs to finance projects previously described in the Project Plan and the proposed Project Plan Amendment, and is considering adoption of the Project Plan Amendment.

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

Section 1. Public Hearing. Public notice is hereby given that the Governing Body, will conduct a public hearing, pursuant to Act on April 19, 2022, or at such later date as shall be established by the Governing Body during said meeting, at 9:00 a.m., or as soon thereafter as may be heard, in the City Council Chambers at City Hall, 455 N. Main, Wichita, Kansas 67202, regarding the proposed Project Plan Amendment Notice is hereby given pursuant to the Act that the Project Plan Amendment provides that the City may issue additional full faith and credit tax increment bonds to finance, in whole or in part, the costs to finance projects previously described in the Project Plan and the proposed Project Plan Amendment. Copies of the Project Plan and Project Plan Amendment are on file in the office of the City Clerk and available for public inspection during normal business hours. All persons having an interest in this matter will be given an opportunity to be heard at the time and place above specified. At the conclusion of the public hearing the Governing Body will consider an ordinance approving the Project Plan Amendment.

Section 2. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by arranging for publication of this Resolution twice in the official newspaper of the City.

Section 3. Further Authority. The City shall, and the officers, employees and agents of the City, including Gilmore & Bell, P.C., the City's bond counsel, are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. Effective Date. This Resolution shall take effect and be in force from and after its adoption by the Governing Body.

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ADOPTED by not less than a majority vote of the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Resolution No. 22-098 (the "Resolution") of the City of Wichita, Kansas (the "City"); that said Resolution was adopted by the City Council on April 5, 2022; and that the Resolution has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: April 5, 2022.

Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: 2022 IT Data Cable Replacement

INITIATED BY: Department of Information Technology

AGENDA: New Business

Recommendation: Approve the project, adopt the bonding resolution, and authorize the necessary signatures.

Background: The 2022-2031 Adopted Capital Improvement Program (CIP) contains $50,000 in 2022 for addressing the replacement of network data cable systems in City-owned facilities due to antiquated infrastructure that limits the performance capabilities of Information Technology (IT) systems.

Analysis: These improvements will include replacement of key backbone components, upgrade of cabling for compliance with latest standards and installation of support systems needed to provide adequate cable-based facility networking functions.

Work within this project will primarily include new cabling and hardware at the following locations, but not be limited to:

- City Hall, first floor, primary priority

Financial Considerations: The 2022-2031 Adopted CIP includes $50,000 in General Obligation bond funding for IT Data Cable Replacement in 2022. Staff recommends initiating $50,000 at this time.

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

Recommendation/Action: It is recommended that the City Council approve the project, adopt the bonding resolution, and authorize the necessary signatures.

Attachment: Bonding resolution.

RESOLUTION NO. 22-088

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Replacement of network data cable systems in City-owned facilities due to antiquated infrastructure that limits the performance capabilities of IT systems. Including, but not be limited to, City Hall – 1st Floor.

(That includes targeted upgrades, IT system replacements and improvements for the City of Wichita's City Hall and City-owned facilities, collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $50,000 in accordance with plans and specifications therefore prepared under the direction of the Facilities Division Manager and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Facilities Division Manager.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: City Hall Maintenance and Renovation (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project and adopt the bonding resolution.

Background: The Adopted Capital Improvement Program (CIP) contains funding for addressing general facility remodel improvements in City Hall for operational needs. These funds are separated from, and in addition to, funds allocated for maintenance and capital renewal of building systems which is guided by Decision Support Tool simulations and risk factors.

Analysis: These improvements will include office and/or common space interior renovations within City Hall in order to modernize or increase functionality of relevant facilities. This allocation will primarily be focused on remodeling the first floor to enhance customer service with a new information desk and offices and service windows for the Department of Housing and Community Services and the Department of Public Works & Utilities. This project is in concert with previously approved security upgrades.

Work within this project will include, but not be limited to:

- Furniture system replacements or upgrades;
- Electrical reconfigurations and network cabling changes;
- Finishes – paint, carpet, fixtures; and
- Room and corridor framing.

Financial Considerations: The Adopted 2021-2030 CIP includes $100,000 in General Obligation bond funding for City Hall Remodels in 2021. The Adopted 2022-2031 CIP includes $105,000 in General Obligation bond funding for City Hall Remodels in 2022. Staff recommends initiating both amounts totaling $205,000.

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

Recommendation/Action: It is recommended that the City Council approve the project, adopt the bonding resolution, and authorize the necessary signatures.

Attachment: Bonding resolution.

RESOLUTION NO. 22-089

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

City Hall Remodels. Including, but not be limited to, improvements to office or common space interior areas within City Hall in order to modernize or increase functionality:

- Furniture systems
- Finishes – paint, carpet, fixtures
- Electrical reconfigurations & networking
- Room and corridor framing

(That includes relevant facility system replacements and safety improvements for City Hall, collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of **$205,000** in accordance with plans and specifications therefor prepared under the direction of the Facilities Division Manager and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Facilities Division Manager.

Section 2. **Project Financing**. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and
Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Replacement of Large Water Meters (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project, adopt the resolution, and authorize the necessary signatures.

Background: The City has numerous large water meters, which have a diameter of greater than two inches. These large meters have the capacity to provide a significant flow of water to support industrial and commercial applications. Large businesses and wholesale customers generally comprise the water utility customers served by meters of this size. Many of these larger meters are aging, which is impacting their accuracy in measuring water utilized during low flow.

Analysis: City staff have identified 32 large, turbine-style water meters that are the highest priority for replacement. These meters utilize rotor blades that turn as the water strikes the blades. Replacing these meters with ultrasonic units would improve reading accuracy over a wide flow range. Ultrasonic meters utilize transit time flow measurement technology to better reflect water usage.

A recent pilot project replaced eight such meters with the ultrasonic units, and a 24% increase in measured annual consumption has been observed. These results suggest that this replacement project will increase revenue by approximately $440,000 annually due to more accurate billing by capturing/registering low flows. This provides a payback of 1.4 years on the project's investment.

Financial Considerations: The Adopted 2021-2030 CIP includes $500,000 in 2021 and $100,000 in 2022 for a total of $600,000 for labor and materials for water meter replacements.

The cost was accounted for in the most recent cost of service analysis and will not impact rates. The project will be funded by future revenue bonds or water utility cash. If bonds are issued, 8% will be added for financing costs and reserves.

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

Recommendations/Actions: It is recommended that the City Council approve the project, adopt the resolution, and authorize the necessary signatures. Per Charter Ordinance 211, this item requires a two-thirds majority vote (five votes required).

Attachments: Bonding resolution and notice of intent.

RESOLUTION NO. 22-090

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

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

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

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

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

Large Water Meter Replacements

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

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is $600,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. **Project Financing**. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $648,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution,

pursuant to Treasury Regulation 1.150-2.

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

Section 4. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney

54000180

(Published in ***The Wichita Eagle***, on April 8, 2022.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. 22-090, duly adopted April 5, 2022, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Large Water Meter Replacements

(the "Project") at an estimated cost, including related design and engineering expenses of $600,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed $648,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on April 5, 2022.

/s/ BRANDON J. WHIPPLE, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 and Funding for Improvements to West Street, MacArthur Road to 47th Street South (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve Supplemental Design Agreement No. 1 and revised budget and adopt the amending resolution.

Background: On January 12, 2021, the City Council approved funding for a design concept to improve West Street between MacArthur Road and 47th Street South. On July 20, 2021, the City Council approved an agreement with Professional Engineering Consultants for development of a design concept. On March 7, 2022, District Advisory Board IV approved the proposed design concept by a vote of 9 to 0.

Analysis: West Street, between MacArthur Road and 47th Street South, is currently a two-lane asphalt mat street with ditches on each side and no sidewalks. The proposed design concept includes an expanded three-lane roadway with center turn lane, curb and gutter, underground storm sewers where possible and a concrete lined ditch on the west side of the road for improved drainage. The project will also include a 10-foot-wide multi-use path on the east side of West Street. Construction is planned for 2025, and one lane of traffic will be maintained during construction.

Financial Considerations: The design service fee to-date is $95,000. The cost of Supplemental Agreement No. 1 is $360,000, which brings the total design fee to $455,000. The existing budget of $400,000 was approved by the City Council on January 12, 2021. Staff recommends initiating $150,000, in Local Sales Tax funding in 2022, from the Adopted 2022-2031 Capital Improvement Program for right-of-way acquisition and staff time. The total revised budget will be $550,000.

Legal Considerations: The Law Department has reviewed and approved Supplemental Design Agreement No. 1 and the amending resolution as to form.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and revised budget, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Supplemental Design Agreement No. 1 and amending resolution.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 20, 2021

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 20, 2021) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with improvements to **WEST STREET, 47TH STREET SOUTH TO MAC ARTHUR ROAD** (Project No.472-2020-085683_E1009-40106021).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Phase 2, Plan Development for West St., 47th St. S. to MacArthur Rd.
(see attached Exhibit A)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee of **$360,000.** Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

C. COMPLETION

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

(a) Field check plans of the project for distribution to utilities by **June 1, 2022**.
(b) Office check plans by **July 1, 2023**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 1, 2024.**

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2022.

CITY OF WICHITA

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and
Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

_____
Benjamin M. Mabry, P.E., Principal
Municipal Transportation Division Manager

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

March 11, 2022

Mr. Shawn Mellies, P.E.
Chief Design Engineer
Wichita City Hall, 7th Floor Engineering
455 N. Main Street
Wichita, KS. 67202

Reference: Supplemental Agreement No. 1
West Street from MacArthur to 47th Street South Phase 1
COW Project No. E1009-40106021_472-2020-085683
PEC Project No. 31-210254-001-0042

Dear Mr. Mellies:

In accordance with Section IV – Payment Provisions, Paragraph B and Exhibit "A" – Scope of Services, Paragraph B, of the agreement dated July 20, 2021, between the City of Wichita and Professional Engineering Consultants, P.A., per your request we are submitting a fee for additional services including the Phase II – Plan Development scope of services for the referenced project. Exhibit A-1 attached hereto summarizes the overall additional scope of services for Supplemental Agreement No. 1 for the project.

Following is a summary of requested modified payment provisions for the additional services:

Original Contract (Concept Design and Survey):	$	95,000.00
Supplemental Agreement No. 1		
Item 1 (Phase II – Plan Development)		
Utility Potholing	$	10,000.00
Utility Coordination	$	70,000.00
Design Services	$	280,000.00
Grand Total	**$**	**455,000.00**

We respectfully submit this request for your consideration. If you have questions or need additional information, please contact me at 316-262-2691.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Benjamin M. Mabry, P.E.
Principal/Municipal Transportation Division Manager

BMM/krp
Attached: as noted

303 SOUTH TOPEKA WICHITA, KS 67202 316-262-2691 FAX 316-262-3003 www.pecI.com

SCOPE OF SERVICES (Additional)
For
WEST STREET FROM MACARTHUR TO 47TH STREET SOUTH
(Project No. E1009-40106021_472-2020-085683)

1. Proceed with Phase II - Plan Development in accordance with Exhibit "A" – Scope of Services, Paragraph B, items 1 thru 4 and 6 of the agreement dated July 20, 2021 between the City of Wichita and Professional Engineering Consultants, P.A, based on the preliminary design concept approved by the City. It is assumed that this project will include State and/or Federal Aid. Design elements will include the following:

    - A 3-lane roadway section with curb & gutter and a 10' multi use path along the East side of West Street from the North side of the 47th Street intersection and extending North to the South side of the MacArthur intersection.
    - 4-way stop intersection design of the 47th and MacArthur intersection.
    - A northbound right turn auxiliary lane to West Angel Street.
    - A northbound right turn auxiliary lane to West 44th Street South.
    - Storm water sewer systems along West Street through the project extents.
    - Preparation of right-of-way/easement tract maps and legal descriptions, as required for the proposed construction of the project, for the City's use in acquisitioning.
    - Utility Coordination efforts required for the project with public and franchise utility owners within the limits of the project
    - Field staking, potholing/vacuum excavation (by subconsultant), and field survey of relocated or existing utilities deemed to be critical conflict points with proposed PROJECT improvement as mutually agreed by the CITY for up to 8 locations to be adjusted as needed by supplemental agreement for additional locations.

Published in the Wichita Eagle on April 8, 2022, and April 15, 2022

RESOLUTION NO. 22-092

A RESOLUTION AMENDING RESOLUTION NO. 21-013 DECLARING IT NECESSARY TO ISSUE GENERAL OBLIGATION SALES TAX BONDS OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF FINANCING ROAD AND HIGHWAY IMPROVEMENTS OF THE CITY; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID INTENTION AS REQUIRED BY LAW.

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

WHEREAS, Sedgwick County, Kansas (the "County") pursuant to the authority of K.S.A. 12-187 *et seq.* (the "Act") imposes a one percent (1%) retailers' sales tax within the County (the "Sales Tax"); and

WHEREAS, pursuant to the Act, the City is the recipient of funds derived from the Sales Tax and is authorized pursuant to K.S.A. 12-195b to issue general obligation bonds secured by a pledge of the Sales Tax, provided certain procedural requirements contained in the Act are satisfied and the city obtains a comprehensive feasibility study showing that the City's revenues from such Sales Tax will be sufficient to retire such Bonds; and

WHEREAS, pursuant to the Act, the City Council (the "Governing Body") of the City has heretofore passed Ordinance No. 41-815 pledging one-half of the City's receipts from the Sales Tax for the purpose of financing the costs of road, highway and bridge projects in the city and related right-of-way acquisition; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 21-013** of the City (the "Prior Resolution"), authorized the following described public improvements:

WHEREAS, the Governing Body, by separate Resolution, has found it necessary and desirable to make certain public road and highway improvements described as "design and staff oversight for improvements for **West Street from MacArthur Road to 47th Street South (472-2020-085683)** (the "Improvements"); and

WHEREAS, the Governing Body now deems it necessary and desirable to expand the scope of work to include **design, staff oversight, and right-of-way acquisition for West Street from MacArthur Road to 47th Street South (472-2020-085683);** and

WHEREAS, the City is authorized under the laws of the State of Kansas to issue general obligation bonds to construct the Improvements; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to issue sales tax/general obligation bonds under the authority of the Act for purposes of financing the costs of the Improvements and to pledge fifty percent (50%) of the City's revenues from the Sales Tax to the payment of such sales tax/general obligation bonds:

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

Section 1. Amendment. ***Section 1*** the **Resolution No. 21-013** is hereby amended to read as follows:

Section 1. **Bond Authorization**. It is hereby determined and declared to be necessary to issue sales tax/general obligation bonds for the purpose of paying **$550,000** of the costs of the Improvements and related interest and financing costs (the "Bonds"). The Bonds shall be general obligation bonds of the City, to be paid and secured by a pledge of a portion of the City's receipts from the Sales Tax as set forth in Section 2 hereof, and, if not so paid, shall be paid from ad valorem taxes which may be levied by the City for such purpose without limit as to rate or amount. The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days before the date of adoption of **resolution 21-013**, to the extent of Bonds originally authorized therein, and additional expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1. 150- 2 made before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 2. **Pledge of Sales Tax**. The Governing Body hereby pledges fifty percent (50%) of City's revenues from the Sales Tax to the payment of the Bonds.

Section 3. Publications. This Resolution shall be published once a week for two (2) consecutive weeks in the official newspaper of the City. If within thirty (30) days after the final publication, there shall be filed with the Sedgwick County Election Commissioner, a written petition requesting an election on the issuance of the Bonds and the pledge of the Sales Tax, signed by not less than five percent (5%) of the electors of the City who voted at the last preceding general election of the City, then no such Bonds shall be issued or Sales Tax pledged unless such proposition shall be submitted to and approved by a majority of the voters of the City voting at an election held thereon. If no sufficient protest is filed within the period of time hereinbefore stated, then the Governing Body shall be authorized to issue the Bonds pursuant to the act and pledge a portion of the City's portion of the Sales Tax to the payment thereof.

Section 4. Conditional Repeal of Section 1 of the Prior Resolution. In the event no sufficient protest petition is filed in accordance with the Sales Tax Act against the Project and the Bonds as set forth in ***Section 3*** hereof, Section 1 of the Prior Resolution, as it previously existed, is hereby repealed and replaced by the amended version set forth above. If a protest petition is filed and a required referendum does not approve the Project and the Bonds, Section 1 of the Prior Resolution shall remain in full force and effect with respect to the Project and the Bonds authorized therein.

Section 5. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 and Funding for Improvements to West Street, I-235 to MacArthur Road (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve Supplemental Design Agreement No. 1 and revised budget and adopt the amending resolution.

Background: On January 12, 2021, the City Council approved funding for a design concept to improve West Street between I-235 and MacArthur Road. On July 20, 2021, the City Council approved an agreement with WSP USA, Inc. for development of a design concept. On March 7, 2022, District Advisory Board IV approved the proposed design concept by a vote of 8 to 1.

Analysis: West Street, between I-235 and MacArthur Road, is currently a two-lane asphalt mat street with ditches on each side and no sidewalks. The proposed design concept includes an expanded four-lane roadway with center turn lane, new traffic signal at MacArthur Road, curb and gutter, underground storm sewers where possible and a concrete lined ditch on the west side of the road for improved drainage. The project will also include a 10-foot-wide multi-use path on the east side of West Street. Construction is planned for 2025, and one lane of traffic will be maintained during construction.

Financial Considerations: The design service fee to date is $119,764. The cost of Supplemental Agreement No. 1 is $289,820, which brings the total design fee to $409,584. The existing budget of $275,000 was approved by the City Council on January 12, 2021. Staff recommends initiating $150,000, in Local Sales Tax funding in 2022 from the Adopted 2022-2031 Capital Improvement Program for right-of-way acquisition and staff time. The total revised budget will be $425,000.

Legal Considerations: The Law Department has reviewed and approved Supplemental Design Agreement No. 1 and the amending resolution as to form.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and revised budget, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Supplemental Design Agreement No. 1 and amending resolution.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 20, 2022

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

WSP USA, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 20, 2021) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with improvements to the **WEST STREET, I-235 TO MAC ARTHUR** (Project No. 472-2020-085682_E1008-40105921).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Additional design and plan development for
West Street, I-235 to MacArthur
(see attached Exhibit A)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee of **$289,820.** Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

C. COMPLETION

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

(a) Field check plans of the project for distribution to utilities by **September 5, 2022**.
(b) Office check plans by **July 1, 2023**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 1, 2024.**

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2022.

CITY OF WICHITA

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and
Director of Law

WSP USA, INC.

_____
(Name and Title)

West Street – I-235 to MacArthur

Scope of Services

General Description

This project will improve West Street from I-235 to MacArthur Road with a 4-lane urban concrete section with a 10' multi-use path on the east side and will also include the intersection of West Street and MacArthur. A stormwater sewer system will be designed to replace the existing open ditches. This project was awarded federal funds and will need to be designed to KDOT standards and submitted to KDOT for plan reviews at certain project milestones.

The Design Phase is anticipated to consist of:

- Develop paving plan sheets for approximately 3000' of West Street from the south line of the I-235 interchange to approximately 300' south of MacArthur, along with approximately 300' of MacArthur Road east and west of West Street
- Develop plan/profile sheets for the proposed stormwater sewer system and concrete lined ditch to the City of Wichita standards
- Design intersection improvements at West Street and MacArthur Road
    - Add lanes as needed based on traffic study
    - Design signal system at the intersection while evaluating the possibility of reusing portions of the existing system
- A 10' wide multiuse path will be included in the design on the east side of West Street through the proposed improvements
- Design entrances for access to existing properties within the project limits
- Pavement marking and signing
- Maintenance of Traffic plans to carry traffic through construction with one-way traffic during portions of the project that will maintain access to properties within the project limits throughout construction
- Detour plans as necessary to carry traffic around construction zone
- Adjustments to the 16" water line to avoid conflicts at five (5) locations and the adjustment of six (6) hydrants to match the proposed grades
- Coordinate with private utilities throughout design
    - Attend ULCC meetings and providing colored plans for review at Field Check and Office Check project milestones
    - Host or attend six (6) meetings with utility companies outside of the ULCC process
    - Review utility company relocations plans with regards to proposed paving and SWS improvements
    - Show existing and proposed utilities in the Final Plan set
    - Verify utility relocation efforts in the field
- Design the necessary features to extend the multi-use path north through the I-235 interchange

    - North limits of the multi-use path will match the existing sidewalk south of Calvert Street
    - No adjustment to the I-235 ramps or I-235 bridges in anticipated
    - Include adding pedestrian crossing signals at I-235 ramps based on WSP traffic signal plans completed in 2019
- Provide construction cost estimates at each project milestone
- Adhere to KDOT policies for property and easement acquisitions
- Attend and provide informational material for up to two (2) public information meetings

Survey

- Tract maps, legal descriptions and monumentation for proposed permanent right-of-way and easements for up to ten (10) properties
- Tract maps, legal descriptions, and one-time flagging of temporary easements for up to thirty (30) properties
- Provide potholing and horizontal and vertical location of existing pipelines at up to ten (10) locations
- Provide potholing and horizontal and vertical location of the existing 16" water line at up to five (5) locations

Coordination

- Work with PEC to coordinate the meshing of the two projects, including paving grades, drainage issues and construction sequencing
- Estimating a total of ten (10) meetings with PEC and the City of Wichita

Geology

- The City of Wichita will provide pavement recommendations and existing pavement thicknesses or utilize a standard pavement section

Roadway Design

- The project shall be designed for 45 mph (currently posted 40 mph) using AASHTO Specifications and City of Wichita Standards
- Project shall be designed using a concrete typical section with curb and gutter. A joint plan will be developed for West Street, Bolin Drive, and the intersection

Permits

- Prepare the necessary permits from Kansas Department of Health & Environment (KDHE), Division of Water Resources (DWR), Department of Wildlife and Parks, US Army Corp of Engineers (COE) by providing the required technical data and plans. Fees for the listed permit applications will be provided.
- No permit application is anticipated for the Federal Emergency Management Agency (FEMA)
- No environmental analysis, evaluation, statement or report is included in the scope of work

Post Letting Services

- Attend one (1) Pre-Bidding Conference
- Attend one (1) Pre-Construction Conference
- Review up to ten (10) shop drawing and comment as necessary
- Provided up to three (3) plan revisions

Schedule

- Notice to Proceed on or before April 11, 2022
- 60% (Field Check) Plans will be submitted on or before September 5th, 2022
- 90% (Office Check) Plans will be submitted on or before July 1, 2023
- Submit R/W and Easement tract maps on or before Sept. 1, 2023
- Final Plans will be submitted on or before May 1, 2024

A 2-week review period is assumed for all reviews/approvals by the City

West Street - I-235 to MacArthur
Wichita, KS

Fee Summary

Estimated Total Man-Hours		2,219 Hrs
Estimated Payroll Cost		$97,932
Overhead Cost	137.7%	$134,881
Loaded Labor Cost		$232,813
Fixed Fee	12.0%	$27,938
Direct Expenses		$29,069
Mileage	$75	
Meals	$480	
Prints (Submittal & Covers)	$2,014	
Other	$1,500	
Subconsultants	$25,000	
Subtotal - Direct Expenses	$29,069	
Total Estimated Fee		**$289,820**

Published in the Wichita Eagle on April 8, 2022, and April 15, 2022

RESOLUTION NO. 22-093

A RESOLUTION AMENDING RESOLUTION NO. 21-012 DECLARING IT NECESSARY TO ISSUE GENERAL OBLIGATION SALES TAX BONDS OF THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING THE COSTS OF FINANCING ROAD AND HIGHWAY IMPROVEMENTS OF THE CITY; AND PROVIDING FOR THE GIVING OF NOTICE OF SAID INTENTION AS REQUIRED BY LAW.

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

WHEREAS, Sedgwick County, Kansas (the "County") pursuant to the authority of K.S.A. 12-187 *et seq.* (the "Act") imposes a one percent (1%) retailers' sales tax within the County (the "Sales Tax"); and

WHEREAS, pursuant to the Act, the City is the recipient of funds derived from the Sales Tax and is authorized pursuant to K.S.A. 12-195b to issue general obligation bonds secured by a pledge of the Sales Tax, provided certain procedural requirements contained in the Act are satisfied and the city obtains a comprehensive feasibility study showing that the City's revenues from such Sales Tax will be sufficient to retire such Bonds; and

WHEREAS, pursuant to the Act, the City Council (the "Governing Body") of the City has heretofore passed Ordinance No. 41-815 pledging one-half of the City's receipts from the Sales Tax for the purpose of financing the costs of road, highway and bridge projects in the city and related right-of-way acquisition; and

WHEREAS, the Governing Body has heretofore by **Resolution No. 21-012** of the City (the "Prior Resolution"), authorized the following described public improvements:

WHEREAS, the Governing Body, by separate Resolution, has found it necessary and desirable to make certain public road and highway improvements described as "design and staff oversight for improvements for **West Street from I-235 to MacArthur Road (472-2020-085682)** (the "Improvements"); and

WHEREAS, the Governing Body now deems it necessary and desirable to expand the scope of work to include **design, staff oversight, and right-of-way acquisition for West Street from I-235 to MacArthur Road (472-2020-085682);** and

WHEREAS, the City is authorized under the laws of the State of Kansas to issue general obligation bonds to construct the Improvements; and

WHEREAS, the Governing Body hereby finds and determines it to be necessary to issue sales tax/general obligation bonds under the authority of the Act for purposes of financing the costs of the Improvements and to pledge fifty percent (50%) of the City's revenues from the Sales Tax to the payment of such sales tax/general obligation bonds:

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

Section 1. Amendment. ***Section 1*** the **Resolution No. 21-012** is hereby amended to read as follows:

Section 1. **Bond Authorization**. It is hereby determined and declared to be necessary to issue sales tax/general obligation bonds for the purpose of paying **$425,000** of the costs of the Improvements and related interest and financing costs (the "Bonds"). The Bonds shall be general obligation bonds of the City, to be paid and secured by a pledge of a portion of the City's receipts from the Sales Tax as set forth in Section 2 hereof, and, if not so paid, shall be paid from ad valorem taxes which may be levied by the City for such purpose without limit as to rate or amount. The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days before the date of adoption of **resolution 20-012**, to the extent of Bonds originally authorized therein, and additional expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1. 150- 2 made before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 2. **Pledge of Sales Tax**. The Governing Body hereby pledges fifty percent (50%) of City's revenues from the Sales Tax to the payment of the Bonds.

Section 3. Publications. This Resolution shall be published once a week for two (2) consecutive weeks in the official newspaper of the City. If within thirty (30) days after the final publication, there shall be filed with the Sedgwick County Election Commissioner, a written petition requesting an election on the issuance of the Bonds and the pledge of the Sales Tax, signed by not less than five percent (5%) of the electors of the City who voted at the last preceding general election of the City, then no such Bonds shall be issued or Sales Tax pledged unless such proposition shall be submitted to and approved by a majority of the voters of the City voting at an election held thereon. If no sufficient protest is filed within the period of time hereinbefore stated, then the Governing Body shall be authorized to issue the Bonds pursuant to the act and pledge a portion of the City's portion of the Sales Tax to the payment thereof.

Section 4. Conditional Repeal of Section 1 of the Prior Resolution. In the event no sufficient protest petition is filed in accordance with the Sales Tax Act against the Project and the Bonds as set forth in ***Section 3*** hereof, Section 1 of the Prior Resolution, as it previously existed, is hereby repealed and replaced by the amended version set forth above. If a protest petition is filed and a required referendum does not approve the Project and the Bonds, Section 1 of the Prior Resolution shall remain in full force and effect with respect to the Project and the Bonds authorized therein.

Section 5. **Effective Date**. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Revised 4-4-22

Agenda Item No VI-9

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT Water Conservation – 2022 Rebate Program

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the 2022 Water Conservation Rebate Program.

Background: The City of Wichita has offered an annual water conservation rebate program since 2013. The program offers rebates in the form of water bill credits, with the intent of encouraging the installation of water efficient devices and appliances. Since the program first began, rebates totaling $1,430,655 have been approved for more than 14,231 water saving units, saving an estimated 455 million gallons (MG) cumulatively.

Analysis: Conserving water is an important component of the City's long-term water supply plan, which has a water conservation goal of .35% year, or roughly 80 MG. The previous rebate programs, along with a contract with Spirit AeroSystems to annually use 381 MG of non-potable water, has allowed the City to meet its water conservation goals.

If authorized, the 2022 program would provide the same incentives offered last year for seven water-saving devices. Consistent with previous programs, rebates would be available only for the replacement of fixtures in existing buildings. Customers would continue to be limited to five rebates annually.

Funding of $100,000 has been identified for the 2022 program. The 2022 program is proposed to begin April 6, 2022. If approved, rebate devices purchased on or after January 1, 2022, will be considered for the 2022 rebate program. Future applications will require that the appliance have a purchase date no more than 90 days prior to the application date. The program will continue through the end of the year or until all available funding is exhausted.

Item	Rebate Amount	2021 Rebate Percentage
High Efficiency Toilet	$100	34%
Dishwashers	$100	29%
Washing Machines	$100	14%
Rain Barrels	Up to $75	11%
Smart Irrigation Controllers	$100	11%
~~**Rain Sensors & Dual Flush Valve Kits**~~	~~$100~~	~~1%~~
Rain Sensors	**$100**	**<1%**
Dual Flush Valve Kits	**Up to $50**	**<1%**

Financial Considerations: The rebate program has historically been funded by Water Utility operating revenue. Funds from underspending in various line items of the Water Utility Fund have been used in previous years and are available again to fund the 2022 program. Staff recommends establishing a budget of $100,000 for the 2022 Water Conservation Rebate Program.

Legal Considerations: The Law Department has reviewed and approved this action.

Recommendation/Action: It is recommended that the City Council approve the 2022 Water Conservation Rebate Program.

Attachment: None.

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: General Obligation Note Sale

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Ratify the award of the bid.

Background: On March 1, 2022, Resolution No. 22-052 was adopted by the City Council authorizing the sale of one series of General Obligation temporary notes (Series 308) in the principal amount not to exceed $30,000,000. The sale date was set for Thursday, March 31, 2022. The resolution provided authority for the City Manager or his designee to accept the best conforming bid and to present the sale results for ratification by the City Council at its next regularly scheduled meeting.

Analysis: The temporary notes provide short-term financing of improvements that will be permanently financed through the issuance of bonds, pay-as-you-go financing or other sources. The proceeds from the sale of the Series 308 Notes will be used to provide interim financing for a variety of neighborhood improvement projects, improvements related to Tax Increment Financing (TIF) Districts and public improvement projects, including streets, bridges, buildings, parks, and equipment.

Bids were accepted electronically through ***PARITY*** Electronic Bid Submission System on Thursday March 31, 2022, in the Finance Conference Room. By law, the City must award the sale of the notes to the bidder whose proposed interest rates result in the lowest overall cost to the City. Five bids were received for the Series 308 Notes with the lowest bid at a true interest cost (TIC) of 1.3569% received from BofA Securities.

Financial Considerations: The Series 308 Notes in the principal amount of $27,910,000 are not subject to optional redemption and will mature on October 15, 2022. The notes will be retired utilizing cash, proceeds of permanent financing bonds, or from other sources.

Legal Considerations: The authorizing Note Resolution has been prepared by Bond Counsel and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council ratify the award of the bid by the City Manager or his designee; adopt the Note Resolution; and authorize the necessary signatures.

Attachments:
Note Resolution
Bid Results – Series 308

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF WICHITA, KANSAS
HELD ON APRIL 5, 2022**

The governing body met in regular session at the usual meeting place in the City, at 9:00 a.m., the following members being present and participating, to-wit:

Absent:

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

* * * * * * * * * * * * * *

(Other Proceedings)

The Director of Finance reported that pursuant to the Notice of Note Sale heretofore duly given, bids for the purchase of General Obligation Temporary Notes, Series 308, dated April 22, 2022 (the "Notes"), of the City had been received. A tabulation of said bids is set forth as ***Exhibit A*** hereto.

Thereupon, the Governing Body was informed that based on the best bid received, the City Manager awarded the sale of the Series 308 Notes to BofA Securities, Inc., New York, New York, a copy of which is attached hereto as ***EXHIBIT B***.

_____, moved that acceptance of said bid be affirmed, and to adopt a resolution entitled:

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 308, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

The motion was seconded by _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Yea: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 22-099.

* * * * * * * * * * * * * *

(Other Proceedings)

On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

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

(SEAL)

_____
Karen Sublett, City Clerk

EXHIBIT A
BID TABULATION

$27,910,000 CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 308

Dated: April 22, 2022
Series 308
Good Faith Deposit: $558,200

Sale Date: March 31, 2022
10:00 a.m., C.T.
Max Interest Rate: 5.485%

BIDDERS

Amount Awarded (M)	Bidder Name	TIC	Bid Amount
	BofA Securities	1.356929	27,910M
	Morgan Stanley & Co, LLC	1.455836	27,910M
	J.P. Morgan Securities LLC	1.468321	27,910M
	TD Securities	1.530770	27,910M
	Oppenheimer & Co., Inc.	1.564091	27,910M

EXHIBIT B

(BID OF PURCHASER)

Wire Inbox Parity Calendar Deal List

Upcoming Calendar | Overview | Result | Excel

BofA Securities - New York , NY's Bid

PARITY

Wichita
$27,910,000 General Obligation Temporary Notes, Series 308

For the aggregate principal amount of $27,910,000.00, we will pay you $28,262,224.20, plus accrued interest from the date of issue to the date of delivery. The Bonds are to bear interest at the following rate:

Maturity Date	Amount $	Coupon %	Yield %	Dollar Price
10/15/2022	27,910M	4.0000	1.3500	101.265

Bid:	101.262000
Premium:	$352,224.20
Net Interest Cost:	$184,268.02
TIC:	1.356929

Time Last Bid Received On:03/31/2022 9:54:14 CDST

This proposal is made subject to all of the terms and conditions of the Official Bid Form, the Official Notice of Sale, and the Preliminary Official Statement, all of which are made a part hereof.

Bidder: BofA Securities, New York , NY
Contact: Robert Holmes
Title:
Telephone:212-449-5081
Fax:

Issuer Name: City of Wichita Company Name: BofA Securities

Accepted By: Accepted By: RC Holmes

Date: 3/31/22 Date: 3/31/22

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Gilmore & Bell, P.C.
03/31/2022

RESOLUTION NO. 22-099

OF

THE CITY OF WICHITA, KANSAS

ADOPTED

APRIL 5, 2022

GENERAL OBLIGATION TEMPORARY NOTES
SERIES 308

RESOLUTION

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RESOLUTION NO. 22-099

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 308, OF THE CITY OF WICHITA, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, as described in the definition of the "Act" herein, by proceedings duly had, the City Council (the "Governing Body") of the Issuer has caused the improvements listed on ***Schedule I*** attached hereto (collectively the "Improvements") to be made; and

WHEREAS, the Governing Body is authorized by law to issue general obligation bonds to pay the costs of the Improvements; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issuer pursuant to the Act; and

WHEREAS, the Issuer proposes to issue its temporary notes to pay a portion of the costs of the Improvements; and

WHEREAS, the Governing Body has advertised the sale of the Notes and at a meeting held this date, ratified the award of the sale of such temporary notes to the best bidder; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Issuer's General Obligation Temporary Notes, Series 308 in the principal amount of $27,910,000 (the "Notes") to pay a portion of the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings

hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas, including K.S.A. 10-101 to 10-125, inclusive (specifically including K.S.A. 10-123) and K.S.A. 10-620 *et seq.* In addition, Act means K.S.A. 12-101 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1770 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, K.S.A. 13-10,107, K.S.A. 13-10,109, as amended by Charter Ordinance No. 201, and K.S.A. 13-1209 and K.S.A. 13-1210, as amended by Charter Ordinance No. 236, all as amended and supplemented from time to time.

"Authorized Denomination" means $5,000 or any integral multiples thereof.

"Beneficial Owner" of the Notes includes any Owner of the Notes and any other Person who, directly or indirectly has the investment power with respect to any of the Notes.

"Bond and Interest Fund" means the Bond and Interest Fund of the Issuer for its general obligation bonds.

"Bond Counsel" means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

"Business Day" means a day other than a Saturday, Sunday or holiday on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its operations.

"Cede & Co." means Cede & Co., as nominee of DTC.

"City" means the City of Wichita, Kansas.

"Clerk" means the duly appointed and acting Clerk of the City or, in the Clerk's absence, the duly appointed Deputy, Assistant or Acting Clerk of the Issuer.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Consulting Engineer" means an independent engineer or engineering firm, having a favorable reputation for skill and experience in the construction, financing and operation of public facilities, at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Consulting Engineer by this Note Resolution.

"Costs of Issuance" means all costs of issuing the Notes, including but not limited to all publication, printing, signing and mailing expenses in connection therewith, registration fees, financial advisory fees, all legal fees and expenses of Bond Counsel and other legal counsel, expenses incurred in connection with compliance with the Code, and all expenses incurred in connection with receiving ratings on the Notes.

"Dated Date" means April 22, 2022.

"Debt Service Account" means the Debt Service Account for General Obligation Temporary Notes, Series 308 (within the Bond and Interest Fund) created pursuant to ***Section 501*** hereof.

"Debt Service Requirements" means the aggregate principal payments and interest payments on the Notes for the period of time for which calculated; provided, however, that for purposes of calculating such amount, principal and interest shall be excluded from the determination of Debt Service Requirements to the extent that such principal or interest is payable from amounts deposited in trust, escrowed or otherwise set aside for the payment thereof with the Paying Agent or other commercial bank or trust company located in the State and having full trust powers.

"Defaulted Interest" means interest on any Note which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates; or

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) such obligations are rated in a rating category by Moody's or Standard & Poor's that is no lower than the rating category then assigned by that Rating Agency to United States Government Obligations.

"Derivative" means any investment instrument whose market price is derived from the fluctuating value of an underlying asset, index, currency, futures contract, including futures, options and collateralized mortgage obligations.

"Director of Finance" means the duly appointed and acting Director of Finance of the Issuer or, in the Director of Finance's absence (or in the event of a vacancy in such office) any Deputy, Assistant or Acting Director of Finance or Finance Manager of the Issuer.

"Disclosure Undertaking" means the Issuer's master undertaking to provide ongoing disclosure relating to certain obligations contained in the SEC Rule in connection with the general obligation notes of the Issuer issued after February 27, 2019, as implemented by Ordinance Number 50-933 of the Issuer.

"DTC" means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns, including any successor securities depository duly appointed.

"DTC Representation Letter" means the Blanket Letter of Representation from the Issuer and the Paying Agent to DTC which provides for a book-entry system, or any agreement between the Issuer and Paying Agent and a successor securities depository duly appointed.

"Event of Default" means each of the following occurrences or events:

(a) Payment of the principal and of the redemption premium, if any, of any of the Notes shall not be made when the same shall become due and payable, either at Stated Maturity or by proceedings for redemption or otherwise;

(b) Payment of any installment of interest on any of the Notes shall not be made when the same shall become due; or

(c) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Notes or in this Note Resolution (other than the covenants relating to continuing disclosure requirements) on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the Issuer by the Owner of any of the Notes then Outstanding.

"Federal Tax Certificate" means the Issuer's Federal Tax Certificate dated as of the Issue Date, as the same may be amended or supplemented in accordance with the provisions thereof.

"Financeable Costs" means the amount of expenditure for an Improvement which has been duly authorized by action of the governing body of the Issuer to be financed by general obligation bonds, less: (a) the amount of any temporary notes or general obligation bonds of the Issuer which are currently Outstanding and available to pay such Financeable Costs; and (b) any amount of Financeable Costs which has been previously paid by the Issuer or by any eligible source of funds unless such amounts are entitled to be reimbursed to the Issuer under State or federal law.

"Fiscal Year" means the twelve-month period ending on December 31.

"Funds and Accounts" means funds and accounts created by or referred to in ***Section 501*** hereof.

"Improvement Fund" means the Improvement Fund for General Obligation Temporary Notes, Series 308 created pursuant to ***Section 501*** hereof.

"Improvements" means the improvements described on ***Schedule I*** to this Note Resolution and any Substitute Improvements.

"Independent Accountant" means an independent certified public accountant or firm of independent certified public accountants at the time employed by the Issuer for the purpose of carrying out the duties imposed on the Independent Accountant by this Note Resolution.

"Interest Payment Date(s)" means the Maturity of the Note.

"Issue Date" means the date when the Issuer delivers the Notes to the Purchaser in exchange for the Purchase Price.

"Issuer" means the City and any successors or assigns.

"Maturity" when used with respect to any Note means the date on which the principal of such Note becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or call for redemption or otherwise.

"Mayor" means the duly elected and acting Mayor, or in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the Issuer.

"Moody's" means Moody's Investors Service, a corporation organized and existing under the laws of the State of Delaware, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, "Moody's" shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"Note Payment Date" means any date on which principal of or interest on any Note is payable.

"Note Register" means the books for the registration, transfer and exchange of Notes kept at the office of the Note Registrar.

"Note Registrar" means the State Treasurer and its successors and assigns.

"Note Resolution" means this resolution relating to the Notes.

"Notes" means the General Obligation Temporary Notes, Series 308, authorized and issued by the Issuer pursuant to this Note Resolution.

"Notice Address" means with respect to the following entities:

(a) To the Issuer at:

Department of Finance
12th Floor, City Hall
455 North Main
Wichita, Kansas 67202-1679
Fax: (316) 858-7520

(b) To the Paying Agent at:

State Treasurer of the State of Kansas
Landon Office Building
900 Southwest Jackson, Suite 201
Topeka, Kansas 66612-1235

Fax: (785) 296-6976

(c) To the Purchaser:

BofA Securities, Inc.
One Bryant Park, 9th Floor
New York, New York 10036
Fax: (212) 449-3733

(d) To the Rating Agency(ies):

Moody's Municipal Rating Desk
7 World Trade Center
250 Greenwich Street
23rd Floor
New York, New York 10007

S&P Global Ratings, a division of S&P Global Inc.
55 Water Street, 38th Floor
New York, New York 10004

"Notice Representative" means:

(a) With respect to the Issuer, the Director of Finance.

(b) With respect to the Note Registrar and Paying Agent, the Director of Fiscal Services.

(c) With respect to any Purchaser, the manager of its Municipal Bond Department.

(d) With respect to any Rating Agency, any Vice President thereof.

"Official Statement" means Issuer's Official Statement relating to the Notes.

"Outstanding" means, when used with reference to the Notes, as of a particular date of determination, all Notes theretofore authenticated and delivered, except the following Notes:

(a) Notes theretofore canceled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Notes deemed to be paid in accordance with the provisions of ***Section 701*** hereof; and

(c) Notes in exchange for or in lieu of which other Notes have been authenticated and delivered hereunder.

"Owner" when used with respect to any Note means the Person in whose name such Note is registered on the Note Register. Whenever consent of the Owners is required pursuant to the terms of this Note Resolution, and the Owner of the Notes, as set forth on the Note Register, is Cede & Co., the term Owner shall be deemed to be the Beneficial Owner of the Notes.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means the State Treasurer, and any successors and assigns.

"Permitted Investments" shall mean the investments hereinafter described, provided, however, no moneys or funds shall be invested in a Derivative: (a) investments authorized by K.S.A. 12-1675 and amendments thereto; (b) the municipal investment pool established pursuant to K.S.A. 12-1677a, and amendments thereto; (c) direct obligations of the United States Government or any agency thereof; (d) the Issuer's temporary notes issued pursuant to K.S.A. 10-123 and amendments thereto; (e) interest-bearing time deposits in commercial banks or trust companies located in the county or counties in which the Issuer is located which are insured by the Federal Deposit Insurance Corporation or collateralized by securities described in (c); (f) obligations of the federal national mortgage association, federal home loan banks, federal home loan mortgage corporation or government national mortgage association; (g) repurchase agreements for securities described in (c) or (f); (h) investment agreements or other obligations of a financial institution the obligations of which at the time of investment are rated in either of the three highest rating categories by Moody's or Standard & Poor's; (i) investments and shares or units of a money market fund or trust, the portfolio of which is comprised entirely of securities described in (c) or (f); (j) receipts evidencing ownership interests in securities or portions thereof described in (c) or (f); (k) municipal bonds or other obligations issued by any municipality of the State as defined in K.S.A. 10-1101 which are general obligations of the municipality issuing the same; or (l) bonds of any municipality of the State as defined in K.S.A. 10-1101 which have been refunded in advance of their maturity and are fully secured as to payment of principal and interest thereon by deposit in trust, under escrow agreement with a bank, of securities described in (c) or (f), all as may be further restricted or modified by amendments to applicable State law.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the principal amount of the Notes, plus a premium of $352,224.20.

"Purchaser" means BofA Securities, Inc., New York, New York, the original purchaser of the Notes, and any successors and assigns.

"Rating Agency" means any company, agency or entity that provides financial ratings for the Notes.

"Record Dates" for the interest payable on any Interest Payment Date means the first day (whether or not a Business Day) of the calendar month of such Interest Payment Date.

"Replacement Notes" means Notes issued to the Beneficial Owners of the Notes in accordance with ***Section 211*** hereof.

"SEC Rule" means Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as may be amended from time to time.

"Securities Depository" means, initially, DTC, and its successors and assigns.

"**Special Record Date**" means the date fixed by the Paying Agent pursuant to ***Section 204*** hereof for the payment of Defaulted Interest.

"**Standard & Poor's**" or "**S&P**" means S&P Global Ratings, a division of S&P Global Inc., a corporation organized and existing under the laws of the State of New York, and its successors and assigns, and, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, Standard & Poor's shall be deemed to refer to any other nationally recognized securities rating agency designated by the Issuer.

"**State**" means the state of Kansas.

"**State Treasurer**" means the duly elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the State.

"**Stated Maturity**" when used with respect to any Note or any installment of interest thereon means the date specified in such Note and this Note Resolution as the fixed date on which the principal of such Note or such installment of interest is due and payable.

"**Substitute Improvements**" means the substitute or additional improvements of the Issuer described in ***Section 504(a)*** hereof.

"**Treasurer**" means the duly appointed and/or elected Treasurer or, in the Treasurer's absence, the duly appointed Deputy Treasurer or acting Treasurer of the Issuer.

"**United States Government Obligations**" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payment on obligations issued by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the Issuer.

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes. There shall be issued and hereby are authorized and directed to be issued the General Obligation Temporary Notes, Series 308, of the Issuer in the principal amount of $27,910,000, for the purpose of providing funds to: (a) pay a portion of the costs of the Improvements; and (b) pay Costs of Issuance.

Section 202. Description of the Notes. The Notes shall consist of fully registered notes in Authorized Denominations, and shall be numbered in such manner as the Note Registrar shall determine. All of the Notes shall be dated as of the Dated Date, shall become due in the amounts on the Stated Maturity, without option of prior redemption and payment, and shall bear interest at the rates per annum as follows:

Stated Maturity	Principal Amount	Annual Rate of Interest
10/15/2022	$27,910,000	4.00%

The Notes shall bear interest at the above specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the later of the Dated Date or the most recent Interest Payment Date to which interest has been paid on the Interest Payment Dates in the manner set forth in ***Section 205*** hereof.

Each of the Notes, as originally issued or issued upon transfer, exchange or substitution, shall be printed in accordance with the format required by the Attorney General of the State and shall be substantially in the form attached hereto as ***EXHIBIT A*** or as may be required by the Attorney General pursuant to the Notice of Systems of Registration for Kansas Municipal Bonds, 2 Kan. Reg. 921 (1983), in accordance with the Kansas Bond Registration Law, K.S.A. 10-620 *et seq*.

Section 203. Designation of Paying Agent and Note Registrar. The State Treasurer is hereby designated as the Paying Agent for the payment of principal of and interest on the Note and Note Registrar with respect to the registration, transfer and exchange of Notes. The Mayor of the Issuer is hereby authorized and empowered to execute on behalf of the Issuer an agreement with the Note Registrar and Paying Agent for the Notes.

The Issuer will at all times maintain a Paying Agent and Note Registrar meeting the qualifications herein described for the performance of the duties hereunder. The Issuer reserves the right to appoint a successor Paying Agent or Note Registrar by (a) filing with the Paying Agent or Note Registrar then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent or Note Registrar and appointing a successor, and (b) causing notice of appointment of the successor Paying Agent and Note Registrar to be given by first class mail to each Owner. No resignation or removal of the Paying Agent or Note Registrar shall become effective until a successor has been appointed and has accepted the duties of Paying Agent or Note Registrar.

Every Paying Agent or Note Registrar appointed hereunder shall at all times meet the requirements of K.S.A. 10-501 *et seq*. and K.S.A. 10-620 *et seq*., respectively.

Section 204. Method and Place of Payment of the Notes. The principal of, or Redemption Price, if any, and interest on the Notes shall be payable in any coin or currency which, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

The principal or Redemption Price of and interest on each Note shall be paid at Maturity to the Person in whose name such Note is registered on the Note Register at the Maturity thereof, upon presentation and surrender of such Note at the principal office of the Paying Agent. Such amounts shall be paid to the Owner of such Note as shown on the Note Register at the close of business on the Record Date for such interest (a) by check or draft mailed by the Paying Agent to the address of such Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Owner; or (b) in the case of a payment to Cede & Co. or any Owner of $500,000 or more in aggregate principal amount of Notes, by electronic transfer to such Owner upon written notice given to the Note Registrar by such Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Owner wishes to have such transfer directed.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Note shall cease to be payable to the Owner of such Note on the relevant Record Date and shall be

payable to the Owner in whose name such Note is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The Issuer shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Note and the date of the proposed payment (which date shall be at least 45 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Owner of a Note entitled to such notice at the address of such Owner as it appears on the Note Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Notes and at least annually shall forward a copy or summary of such records to the Issuer.

Section 205. Payments Due on Saturdays, Sundays and Holidays. In any case where a Note Payment Date is not a Business Day, then payment of principal or interest need not be made on such Note Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Note Payment Date, and no interest shall accrue for the period after such Note Payment Date.

Section 206. Registration, Transfer and Exchange of Notes. The Issuer covenants that, as long as any of the Notes remain Outstanding, it will cause the Note Register to be kept at the office of the Note Registrar as herein provided. Each Note when issued shall be registered in the name of the Owner thereof on the Note Register.

Notes may be transferred and exchanged only on the Note Register as provided in this Section. Upon surrender of any Note at the principal office of the Note Registrar, the Note Registrar shall transfer or exchange such Note for a new Note or Notes in any Authorized Denomination of the same Stated Maturity and in the same aggregate principal amount as the Note that was presented for transfer or exchange.

Notes presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Note Registrar, duly executed by the Owner thereof or by the Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Notes is exercised, the Note Registrar shall authenticate and deliver Notes in accordance with the provisions of this Note Resolution. The Issuer shall pay the fees and expenses of the Note Registrar for the registration, transfer and exchange of Notes provided for by this Note Resolution and the cost of printing a reasonable supply of registered note blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Note Registrar, are the responsibility of the Owners of the Notes. In the event any Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Owner hereunder or under the Notes.

The Issuer and the Note Registrar shall not be required to register the transfer or exchange of any Note during a period beginning at the opening of business on the day after receiving written notice from the Issuer of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to ***Section 204*** hereof.

The Issuer and the Paying Agent may deem and treat the Person in whose name any Note is registered on the Note Register as the absolute Owner of such Note, whether such Note is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Note and for all other purposes. All payments so made to any such Owner or upon the Owner's order shall be valid and effective to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid, and neither the Issuer nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Note Registrar, the Note Register may be inspected and copied by the Owners (or a designated representative thereof) of 10% or more in principal amount of the Notes then Outstanding or any designated representative of such Owners whose authority is evidenced to the satisfaction of the Note Registrar.

Section 207. Execution, Registration, Authentication and Delivery of Notes. Each of the Notes, including any Notes issued in exchange or as substitutions for the Notes initially delivered, shall be executed for and on behalf of the Issuer by the manual or facsimile signature of the Mayor, attested by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed thereto or imprinted thereon. The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes in the manner herein specified, and to cause the Notes to be registered in the office of the Clerk, which registration shall be evidenced by the manual or facsimile signature of the Clerk with the seal of the Issuer affixed thereto or imprinted thereon. The Notes shall also be registered in the office of the State Treasurer, which registration shall be evidenced by the manual or facsimile signature of the State Treasurer with the seal of the State Treasurer affixed thereto or imprinted thereon. The Notes shall be countersigned by the manual or facsimile signature of the Clerk and the seal of the Issuer shall be affixed or imprinted adjacent thereto following registration of the Notes by the Treasurer of the State of Kansas. In case any officer whose signature appears on any Notes ceases to be such officer before the delivery of such Notes, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Note may be signed by such persons who at the actual time of the execution of such Note are the proper officers to sign such Note although at the date of such Note such persons may not have been such officers.

The Mayor and Clerk are hereby authorized and directed to prepare and execute the Notes as herein specified, and when duly executed, to deliver the Notes to the Note Registrar for authentication.

The Notes shall have endorsed thereon a certificate of authentication substantially in the form attached hereto as ***EXHIBIT A*** hereof, which shall be manually executed by an authorized officer or employee of the Note Registrar, but it shall not be necessary that the same officer or employee sign the certificate of authentication on all of the Notes that may be issued hereunder at any one time. No Note shall be entitled to any security or benefit under this Note Resolution or be valid or obligatory for any purpose unless and until such certificate of authentication has been duly executed by the Note Registrar. Such executed certificate of authentication upon any Note shall be conclusive evidence that such Note has been duly authenticated and delivered under this Note Resolution. Upon authentication, the Note Registrar shall deliver the Notes to the Purchaser upon instructions of the Issuer or its representative.

Section 208. Mutilated, Lost, Stolen or Destroyed Notes. If (a) any mutilated Note is surrendered to the Note Registrar or the Note Registrar receives evidence to its satisfaction of the destruction, loss or theft of any Note, and (b) there is delivered to the Issuer and the Note Registrar such security or indemnity as may be required by each of them, then, in the absence of notice to the Issuer or the Note Registrar that such Note has been acquired by a bona fide purchaser, the Issuer shall execute and, upon the Issuer's request, the Note Registrar shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Note, a new Note of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Note has become or is about to become due and payable, the Issuer, in its discretion, may pay such Note instead of issuing a new Note.

Upon the issuance of any new Note under this Section, the Issuer may require the payment by the Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Note issued pursuant to this Section shall constitute a replacement of the prior obligation of the Issuer, and shall be entitled to all the benefits of this Note Resolution equally and ratably with all other Outstanding Notes.

Section 209. Cancellation and Destruction of Notes Upon Payment. All Notes that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Notes so cancelled and destroyed and shall file an executed counterpart of such certificate with the Issuer.

Section 210. Book-Entry Notes; Securities Depository. The Issuer and Paying Agent have entered into a DTC Representation Letter with DTC. The Notes shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no Beneficial Owner will receive certificates representing their respective interests in the Notes, except in the event the Note Registrar issues Replacement Notes as provided in this Section. It is anticipated that during the term of the Notes, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Notes to the Participants until and unless the Note Registrar authenticates and delivers Replacement Notes to the Beneficial Owners as described in the following paragraph.

The Issuer may decide, subject to the requirements of the Operational Arrangements of DTC (or a successor Securities Depository)**,** and the following provisions of this section to discontinue use of the system of book-entry transfers through DTC (or a successor Securities Depository):

(a) If the Issuer determines (1) that the Securities Depository is unable to properly discharge its responsibilities, or (2) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (3) that the continuation of a book-entry system to the exclusion of any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes; or

(b) if the Note Registrar receives written notice from Participants having interests in not less than 50% of the Notes Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of

any Notes being issued to any Owner other than Cede & Co. is no longer in the best interests of the Beneficial Owners of the Notes, then the Note Registrar shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Note Registrar shall register in the name of and authenticate and deliver Replacement Notes to the Beneficial Owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption; provided, that in the case of a determination under (a)(1) or (a)(2) of this paragraph, the Issuer, with the consent of the Note Registrar, may select a successor securities depository in accordance with the following paragraph to effect book-entry transfers.

In such event, all references to the Securities Depository herein shall relate to the period of time when the Securities Depository has possession of at least one Note. Upon the issuance of Replacement Notes, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Note Registrar, to the extent applicable with respect to such Replacement Notes. If the Securities Depository resigns and the Issuer, the Note Registrar or Owners are unable to locate a qualified successor of the Securities Depository in accordance with the following paragraph, then the Note Registrar shall authenticate and cause delivery of Replacement Notes to Owners, as provided herein. The Note Registrar may rely on information from the Securities Depository and its Participants as to the names of the Beneficial Owners of the Notes. The cost of printing, registration, authentication, and delivery of Replacement Notes shall be paid for by the Issuer.

In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the Issuer may appoint a successor Securities Depository provided the Note Registrar receives written evidence satisfactory to the Note Registrar with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Note Registrar upon its receipt of a Note or Notes for cancellation shall cause the delivery of Notes to the successor Securities Depository in appropriate denominations and form as provided herein.

Section 211. Nonpresentment of Notes. If any Note is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Note have been made available to the Paying Agent all liability of the Issuer to the Owner thereof for the payment of such Note shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Owner of such Note, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Note Resolution or on, or with respect to, said Note. If any Note is not presented for payment within four (4) years following the date when such Note becomes due at Maturity, the Paying Agent shall repay, without liability for interest thereon, to the Issuer the funds theretofore held by it for payment of such Note, and such Note shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the Issuer, and the Owner thereof shall be entitled to look only to the Issuer for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the Issuer shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 212. Preliminary and Final Official Statement. The Preliminary Official Statement dated March 22, 2022, is hereby ratified and approved. The Official Statement is hereby authorized to be prepared by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The Mayor and Director of Finance of the Issuer are hereby authorized to execute the final Official Statement as so

supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Notes is hereby authorized. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the Issue Date.

The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Notes sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 213. Sale of the Notes. The sale of the Notes to the Purchaser is hereby ratified and confirmed. Delivery of the Notes shall be made to the Purchaser on the Issue Date (which shall be as soon as practicable after the adoption of this Note Resolution), upon payment of the Purchase Price.

ARTICLE III

REDEMPTION OF NOTES

Section 301. No Redemption of Notes. The Notes shall not be subject to optional redemption and payment prior to their Stated Maturity.

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes. The Notes shall be general obligations of the Issuer payable as to both principal and interest, in part from special assessments levied upon the property benefited by the construction of the Improvements, tax increment revenues, or from general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Notes as the same become due.

Section 402. Levy and Collection of Annual Tax. The governing body of the Issuer shall annually make provision for the payment of principal of, premium, if any, and interest on the Notes as the same become due, if necessary, by levying and collecting the necessary taxes upon all of the taxable tangible property within the Issuer in the manner provided by law.

The taxes referred to above shall be extended upon the tax rolls and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the Issuer are levied and collected. The proceeds derived from said taxes shall be deposited in the Bond and Interest Fund, shall be kept separate and apart from all other funds of the Issuer shall thereafter be deposited in the Debt Service Account and shall be used solely for the payment of the principal of and interest on the Notes as and when the same become due, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Notes when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the Issuer and to reimburse said general funds for money so expended when said taxes are collected.

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF NOTE PROCEEDS

Section 501. Creation of Funds and Accounts. Simultaneously with the issuance of the Notes, there shall be created within the Treasury of the Issuer the following funds and accounts:

(a) Improvement Fund for General Obligation Temporary Notes, Series 308.

(b) Debt Service Account for General Obligation Temporary Notes, Series 308.

The Funds and Accounts established herein shall be administered in accordance with the provisions of this Note Resolution so long as the Notes are Outstanding.

Section 502. Deposit of Note Proceeds. The net proceeds received from the sale of the Notes shall be deposited, simultaneously with the delivery of the Notes, as follows:

(a) Bid premium received from the sale of the Notes shall be deposited in the Debt Service Account.

(b) The balance of the proceeds of the Notes shall be deposited in the Improvement Fund.

Section 503. Application of Moneys in the Improvement Fund. Moneys in the Improvement Fund shall be used for the sole purpose of: (a) paying the costs of the Improvements, in accordance with the plans and specifications therefor prepared by the Consulting Engineer heretofore approved by the governing body of the Issuer and on file in the office of the Clerk, including any alterations in or amendments to said plans and specifications deemed advisable by the Consulting Engineer and approved by the governing body of the Issuer; (b) paying interest on the Notes during construction of the Improvements; (c) paying Costs of Issuance; and (d) paying any amount necessary to satisfy the Rebate Amount (as defined in the Federal Tax Certificate).

Withdrawals from the Improvement Fund shall be made only when authorized by the governing body of the Issuer and only on duly authorized and executed warrants therefor accompanied by a certificate executed by the Director of Finance (or designate) that such payment is being made for a purpose within the scope of this Note Resolution and that the amount of such payment represents only the contract price of the property, equipment, labor, materials or service being paid for or, if such payment is not being made pursuant to an express contract, that such payment is not in excess of the reasonable value thereof. Authorizations for withdrawals for other authorized purposes shall be supported by a certificate executed by the Director of Finance (or designate) stating that such payment is being made for a purpose within the scope of this Note Resolution. Upon completion of the Improvements, any surplus remaining in the Improvement Fund shall be deposited in the Debt Service Account.

Section 504. Substitution of Improvements; Reallocation of Proceeds.

(a) The Issuer may elect for any reason to substitute or add other public improvements to be financed with proceeds of the Notes provided the following conditions are met: (1) the Substitute Improvement and the issuance of general obligation bonds to pay the cost of the Substitute Improvement has been duly authorized by the governing body of the Issuer in accordance with the laws of the State; (2) a resolution authorizing the use of the proceeds of the Notes to pay the Financeable Costs of the Substitute Improvement has been duly adopted by the governing body of the Issuer pursuant to this Section, (3) the Attorney General of the State has approved the amendment made by such resolution to the transcript of proceedings for the Notes to include the Substitute Improvements; and (4) the use of the proceeds of the Notes to pay the Financeable Cost of the Substitute Improvement will not adversely affect the tax-exempt status of the Notes under State or federal law.

(b) The Issuer may reallocate expenditure of Note proceeds among all Improvements financed by the Notes; provided the following conditions are met: (1) the reallocation is approved by the governing body of the Issuer; (2) the reallocation shall not cause the proceeds of the Notes allocated to any Improvement to exceed the Financeable Costs of the Improvement; and (3) the reallocation will not adversely affect the tax-exempt status of the Notes under State or federal law.

Section 505. Application of Moneys in Debt Service Account. All amounts paid and credited to the Debt Service Account shall be expended and used by the Issuer for the sole purpose of paying the principal of and interest on the Notes as and when the same become due and the usual and customary fees and expenses of the Note Registrar and Paying Agent. The Treasurer is authorized and directed to withdraw from the Debt Service Account sums sufficient to pay both principal of and interest on the Notes and the fees and expenses of the Note Registrar and Paying Agent as and when the same become due, and to forward such sums to the Paying Agent, if other than the Issuer, in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Note Registrar and Paying Agent will become due. If, through the lapse of time or otherwise, the Owners of Notes are no longer entitled to enforce payment of the Notes or the interest thereon, the Paying Agent shall return said funds to the Issuer. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Note Resolution and shall be held in trust by the Paying Agent for the benefit of the Owners of the Notes entitled to payment from such moneys.

Any moneys or investments remaining in the Debt Service Account after the retirement of the indebtedness for which the Notes were issued shall be transferred and paid into the Bond and Interest Fund.

Section 506. Deposits and Investment of Moneys. Moneys in each of the Funds and Accounts shall be deposited in accordance with laws of the State, in a bank, savings and loan association or savings bank organized under the laws of the State, any other state or the United States: (a) which has a main or branch office located in the Issuer; or (b) if no such entity has a main or branch office located in the Issuer, with such an entity that has a main or branch office located in the county or counties in which the Issuer is located. All such depositaries shall be members of the Federal Deposit Insurance Corporation, or otherwise as permitted by State law. All such deposits shall be invested in Permitted Investments as set forth in this Article or shall be adequately secured as provided by the laws of the State. All moneys held in the Funds and Accounts shall be kept separate and apart from all other funds of the Issuer so that there shall be no commingling with any other funds of the Issuer.

Moneys held in any Fund or Account may be invested in accordance with this Note Resolution and the Federal Tax Certificate in Permitted Investments; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any Fund or Account shall accrue to and become a part of such Fund or Account; provided that, during the period of construction of the Improvements, earnings on the investment of such funds may be credited to the Debt Service Account.

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies. The provisions of the Note Resolution, including the covenants and agreements herein contained, shall constitute a contract between the Issuer and the Owners of the Notes. If an Event of Default occurs and shall be continuing, the Owner or Owners of not less than 10% in principal amount of the Notes at the time Outstanding shall have the right for the equal benefit and protection of all Owners of Notes similarly situated:

(a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Owner or Owners against the Issuer and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of the Note Resolution or by the Constitution and laws of the State;

(b) by suit, action or other proceedings in equity or at law to require the Issuer, its officers, agents and employees to account as if they were the trustees of an express trust; and

(c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of the Notes.

Section 602. Limitation on Rights of Owners. The covenants and agreements of the Issuer contained herein and in the Notes shall be for the equal benefit, protection, and security of the Owners of any or all of the Notes, all of which Notes shall be of equal rank and without preference or priority of one Note over any other Note in the application of the funds herein pledged to the payment of the principal of and the interest on the Notes, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Note Resolution. No one or more Owners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Outstanding Notes.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Owners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Owner of any Note shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies thereon. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Owners of the Notes by this Note Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If action or proceedings taken by any Owner on account of any default or to enforce any right

or exercise any remedy has been discontinued or abandoned for any reason, or shall have been determined adversely to such Owner, then, and in every such case, the Issuer and the Owners of the Notes shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Owners shall continue as if no such suit, action or other proceedings had been brought or taken.

ARTICLE VII

DEFEASANCE

Section 701. Defeasance. When any or all of the Notes, redemption premium, if any, or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Note Resolution and the pledge of the Issuer's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Notes or scheduled interest payments thereon so paid and discharged. Notes, redemption premium, if any, or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Note Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Notes or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned on any such Defeasance Obligations, will be sufficient for the payment of the principal of or Redemption Price of said Notes and/or interest accrued to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments. If the amount to be so deposited is based on the Redemption Price of any Notes, no such satisfaction shall occur until (a) the Issuer has elected to redeem such Notes, and (b) either notice of such redemption has been given, or the Issuer has given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Note Registrar to give such notice of redemption in compliance with ***Article III*** of this Note Resolution. Any money and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the Issuer, for the purpose of paying and discharging any of the Notes, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Owners of the Notes, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All money and Defeasance Obligations deposited with the Paying Agent or such bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Note Resolution.

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants. The Issuer covenants and agrees that: it will comply with: (a) all applicable provisions of the Code necessary to maintain the exclusion from gross income for federal income tax purposes of the interest on the Notes; and (b) all provisions and requirements of the Federal Tax Certificate. The Mayor and Director of Finance are hereby authorized and directed to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the Issuer. The Issuer will, in addition, adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions, in order to ensure that the interest on the Notes will remain excluded from federal gross income, to the extent any such actions can be taken by the Issuer.

Section 802. Survival of Covenants. The covenants contained in this Article and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Notes pursuant to ***Article VII*** hereof or any other provision of this Note Resolution until such time as is set forth in the Federal Tax Certificate.

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements. The Issuer hereby covenants with the Purchaser and the Beneficial Owners to provide and disseminate such information as is required by the SEC Rule and as further set forth in the Disclosure Undertaking, the provisions of which are incorporated herein by reference. Such covenant shall be for the benefit of and enforceable by the Purchaser and the Beneficial Owners.

Section 902. Failure to Comply with Continuing Disclosure Requirements. In the event the Issuer fails to comply in a timely manner with its covenants contained in the preceding section, the Purchaser and/or any Beneficial Owner may make demand for such compliance by written notice to the Issuer. In the event the Issuer does not remedy such noncompliance within 10 days of receipt of such written notice, the Purchaser or any Beneficial Owner may in its discretion, without notice or demand, proceed to enforce compliance by a suit or suits in equity for the specific performance of such covenant or agreement contained in the preceding section or for the enforcement of any other appropriate legal or equitable remedy, as the Purchaser and/or any Beneficial Owner shall deem effectual to protect and enforce any of the duties of the Issuer under such preceding section.

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit. Annually, promptly after the end of the Fiscal Year, the Issuer will cause an audit to be made of the financial statements of the Issuer for the preceding Fiscal Year by an Independent Accountant. The audit report shall contain a statement regarding the Issuer's compliance with the arbitrage rebate covenants contained in the Federal Tax Certificate the covenants regarding continuing disclosure contained in ***Section 901*** hereof and the Disclosure Undertaking. Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Clerk, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audit shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Owner of any of the Notes, or by anyone acting for or on behalf of such taxpayer or Owner. Upon payment of the reasonable cost of preparing and mailing the same, a copy of any annual audit will, upon request, be sent to any Owner or prospective Owner. As soon as possible after the completion of the annual audit, the governing body of the Issuer shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Note Resolution, the Issuer shall promptly cure such deficiency.

Section 1002. Amendments. The rights and duties of the Issuer and the Owners, and the terms and provisions of the Notes or of this Note Resolution, may be amended or modified at any time in any respect by resolution of the Issuer with the written consent of the Owners of not less than a majority in principal amount of the Notes then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Owners and duly acknowledged or proved in the manner of a deed to be

recorded, and such instrument or instruments shall be filed with the Clerk, but no such modification or alteration shall:

(a) Extend the maturity of any payment of principal or interest due upon any Note;

(b) effect a reduction in the amount which the Issuer is required to pay as principal of or interest on any Note;

(c) permit preference or priority of any Note over any other Note; or

(d) reduce the percentage in principal amount of Notes required for the written consent to any modification or alteration of the provisions of this Note Resolution.

Any provision of the Notes or of this Note Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the Issuer at any time in any legal respect with the written consent of the Owners of all of the Notes at the time Outstanding.

Without notice to or the consent of any Owners, the Issuer may amend or supplement this Note Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity herein, to grant to or confer upon the Owners any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Owners, to more precisely identify the Improvements, to reallocate proceeds of the Notes among Improvements, to provide for Substitute Improvements, to conform this Note Resolution to the Code or future applicable federal law concerning tax-exempt obligations, or in connection with any other change therein which is not materially adverse to the interests of the Owners.

Every amendment or modification of the provisions of the Notes or of this Note Resolution, to which the written consent of the Owners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the Issuer amending or supplementing the provisions of this Note Resolution and shall be deemed to be a part of this Note Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Note Resolution shall always be kept on file in the office of the Clerk, and shall be made available for inspection by the Owner of any Note or a prospective purchaser or owner of any Note authorized by this Note Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Note Resolution will be sent by the Clerk to any such Owner or prospective Owner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Clerk a copy of the resolution of the Issuer hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Owners of the Notes then Outstanding. It shall not be necessary to note on any of the Outstanding Notes any reference to such amendment or modification.

The Issuer shall furnish to the Paying Agent a copy of any amendment to the Notes or this Note Resolution which affects the duties or obligations of the Paying Agent under this Note Resolution.

Section 1003. Notices, Consents and Other Instruments by Owners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Owners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Owners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Notes, if made in the following manner, shall be sufficient for any of the purposes of this Note Resolution, and shall be conclusive in favor of the Issuer

and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Notes, the amount or amounts, numbers and other identification of Notes, and the date of holding the same shall be proved by the Note Register.

In determining whether the Owners of the requisite principal amount of Notes Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Note Resolution, Notes owned by the Issuer shall be disregarded and deemed not to be Outstanding under this Note Resolution, except that, in determining whether the Owners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Notes which the Owners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Notes so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Owners the pledgee's right so to act with respect to such Notes and that the pledgee is not the Issuer.

Section 1004. Notices. Any notice, request, complaint, demand or other communication required or desired to be given or filed under this Note Resolution shall be in writing, given to the Notice Representative at the Notice Address and shall be deemed duly given or filed if the same shall be: (a) duly mailed by registered or certified mail, postage prepaid; or (b) communicated via fax, with electronic or telephonic confirmation of receipt. Copies of such notices shall also be given to the Paying Agent. The Issuer, the Paying Agent and the Purchaser may from time to time designate, by notice given hereunder to the others of such parties, such other address to which subsequent notices, certificates or other communications shall be sent.

All notices given by: (a) certified or registered mail as aforesaid shall be deemed duly given as of the date they are so mailed; (b) fax as aforesaid shall be deemed duly given as of the date of confirmation of receipt. If, because of the temporary or permanent suspension of regular mail service or for any other reason, it is impossible or impractical to mail any notice in the manner herein provided, then such other form of notice as shall be made with the approval of the Paying Agent shall constitute a sufficient notice.

Section 1005. Electronic Transactions. The issuance of the Notes and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means.

Section 1006. Further Authority. The officers and officials of the Issuer, including the Mayor and Clerk, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Note Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 1007. Severability. If any section or other part of this Note Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Note Resolution.

Section 1008. Governing Law. This Note Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 1009. Effective Date. This Note Resolution shall take effect and be in full force from and after its passage by the governing body of the Issuer.

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ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and
City Attorney

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Note Resolution of the Issuer adopted by the governing body on April 5, 2022, as the same appears of record in my office.

DATED: April 5, 2022.

Karen Sublett, City Clerk

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EXHIBIT A
(FORM OF NOTES)

REGISTERED **REGISTERED**
NUMBER ____ **$**

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York Corporation ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

UNITED STATES OF AMERICA
STATE OF KANSAS
COUNTY OF SEDGWICK
CITY OF WICHITA
GENERAL OBLIGATION TEMPORARY NOTE
SERIES 308

Interest Rate:	**Maturity Date:**	**Dated Date: April 22, 2022**	**CUSIP:**

REGISTERED OWNER:

PRINCIPAL AMOUNT:

KNOW ALL PERSONS BY THESE PRESENTS: That the City of Wichita, in the County of Sedgwick, State of Kansas (the "Issuer"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, but solely from the source and in the manner herein specified, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months), from the Dated Date shown above, or from the most recent date to which interest has been paid or duly provided for, payable at maturity or earlier redemption until the Principal Amount has been paid.

Method and Place of Payment. The principal or redemption price and interest thereon of this Note shall be paid at maturity or upon earlier redemption to the person in whose name this Note is registered at the maturity or redemption date thereof, upon presentation and surrender of this Note at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the "Paying Agent" and "Note Registrar"). Such amounts shall be payable (a) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Note Register or at such other address as is furnished to the Paying Agent in writing by such Registered Owner; or (b) in the case of a payment to Cede & Co. by

electronic transfer to such Owner upon written notice given to the Note Registrar by such Registered Owner, not less than 15 days prior to the Record Date for such interest, containing the electronic transfer instructions including the bank, ABA routing number and account number to which such Registered Owner wishes to have such transfer directed. The principal or redemption price of and interest on the Notes shall be payable in any coin or currency that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts. Interest not punctually paid will be paid in the manner established in the within defined Note Resolution.

Definitions. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the hereinafter defined Note Resolution.

ADDITIONAL PROVISIONS OF THIS NOTE ARE CONTINUED ON THE REVERSE HEREOF AND SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS THOUGH FULLY SET FORTH AT THIS PLACE.

Authentication. This Note shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the hereinafter defined Note Resolution until the Certificate of Authentication and Registration hereon shall have been lawfully executed by the Note Registrar.

IT IS HEREBY DECLARED AND CERTIFIED that all acts, conditions, and things required to be done and to exist precedent to and in the issuance of this Note have been properly done and performed and do exist in due and regular form and manner as required by the Constitution and laws of the State of Kansas, and that the total indebtedness of the Issuer, including this series of notes, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Issuer has caused this Note to be executed by the manual, electronic or facsimile signature of its Mayor and attested by the manual, electronic or facsimile signature of its Clerk, and its seal to be affixed hereto or imprinted hereon.

CITY OF WICHITA, KANSAS

(Facsimile Seal)

By: _____(manual or facsimile)_____
Mayor

ATTEST:

By: _____(manual or facsimile)_____
Clerk

This General Obligation Temporary Note shall not be negotiable unless and until countersigned below following registration by the Treasurer of the State of Kansas.

(Facsimile Seal)

_____(manual or facsimile)_____
Clerk

CERTIFICATE OF AUTHENTICATION AND REGISTRATION

This Note is one of a series of General Obligation Temporary Notes, Series 308, of the City of Wichita, Kansas, described in the within-mentioned Note Resolution.

Registration Date: April 22, 2022

Office of the State Treasurer,
Topeka, Kansas,
as Note Registrar and Paying Agent

By _____

Registration Number: 0709-087-042222-___

(FORM OF REVERSE SIDE OF NOTE)

ADDITIONAL PROVISIONS

Authorization of Notes. This Note is one of an authorized series of Notes of the Issuer designated "General Obligation Temporary Notes, Series 308," aggregating the principal amount of $27,910,000 (the "Notes") issued for the purposes set forth in the Resolution of the Issuer authorizing the issuance of the Notes (the "Note Resolution"). The Notes are issued by the authority of and in full compliance with the provisions, restrictions and limitations of the Constitution, particularly Article 12, Section 5, thereof, and laws of the State of Kansas, including K.S.A. 10-123, K.S.A. 12-101 *et seq*., K.S.A. 12-6a01 *et seq*., K.S.A. 12-1770 *et seq*., and K.S.A. 13-1024c, as amended by Charter Ordinance No. 156, K.S.A. 13-10,107, K.S.A. 13-10,109, as amended by Charter Ordinance No. 201, and K.S.A. 13-1209 and K.S.A. 13-1210, as amended by Charter Ordinance No. 236, and all other provisions of the laws of the State of Kansas applicable thereto.

General Obligations. The Notes constitute general obligations of the Issuer payable as to both principal and interest, in part from special assessments levied upon the property benefited by the construction of certain Improvements, tax increment revenues, or from the proceeds of general obligation bonds of the Issuer, and if not so paid, from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the Issuer. The full faith, credit and resources of the Issuer are hereby pledged for the payment of the principal of and interest on this Note and the issue of which it is a part as the same respectively become due.

Redemption. The Notes are **not** subject to redemption prior to maturity.

Book-Entry System. The Notes are being issued by means of a book-entry system with no physical distribution of note certificates to be made except as provided in the Note Resolution. One Note certificate with respect to each date on which the Notes are stated to mature or with respect to each form of Notes, registered in the nominee name of the Securities Depository, is being issued and required to be

deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Notes by the Securities Depository's participants, beneficial ownership of the Notes in Authorized Denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The Issuer and the Note Registrar will recognize the Securities Depository nominee, while the Registered Owner of this Note, as the owner of this Note for all purposes, including (i) payments of principal of and interest on, this Note, (ii) notices and (iii) voting. Transfer of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfer of principal, interest and any redemption premium payments to beneficial owners of the Notes by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The Issuer and the Note Registrar will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Note, notwithstanding the provision hereinabove contained, payments of principal of, redemption premium, if any, and interest on this Note shall be made in accordance with existing arrangements among the Issuer, the Note Registrar and the Securities Depository.

Transfer and Exchange. EXCEPT AS OTHERWISE PROVIDED IN THE NOTE RESOLUTION, THIS GLOBAL NOTE MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY. This Note may be transferred or exchanged, as provided in the Note Resolution, only on the Note Register kept for that purpose at the principal office of the Note Registrar, upon surrender of this Note together with a written instrument of transfer or authorization for exchange satisfactory to the Note Registrar duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Note or Notes in any Authorized Denomination of the same maturity and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Note Resolution and upon payment of the charges therein prescribed. The Issuer shall pay all costs incurred in connection with the issuance, payment and initial registration of the Notes and the cost of a reasonable supply of note blanks. The Issuer and the Paying Agent may deem and treat the person in whose name this Note is registered on the Note Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal hereof and interest due hereon and for all other purposes. The Notes are issued in fully registered form in Authorized Denominations.

LEGAL OPINION

The following is a true and correct copy of the approving legal opinion of Gilmore & Bell, P.C., Bond Counsel, which was dated and issued as of the date of original issuance and delivery of such Notes:

GILMORE & BELL, P.C.
Attorneys at Law
100 N. Main Suite 800
Wichita, Kansas 67202

(PRINTED LEGAL OPINION)

NOTE ASSIGNMENT

FOR VALUE RECEIVED, the undersigned do(es) hereby sell, assign and transfer to

_____
(Name and Address)

_____
(Social Security or Taxpayer Identification No.)

the Note to which this assignment is affixed in the outstanding principal amount of $_____, standing in the name of the undersigned on the books of the Note Registrar. The undersigned do(es) hereby irrevocably constitute and appoint _____ as agent to transfer said Note on the books of said Note Registrar with full power of substitution in the premises.

Dated _____

_____
Name

_____
Social Security or
Taxpayer Identification No.

_____
Signature (Sign here exactly as name(s)
appear on the face of Certificate)

Signature guarantee:

By _____

CERTIFICATE OF CLERK

STATE OF KANSAS)
) SS.
COUNTY OF SEDGWICK)

The undersigned, Clerk of the City of Wichita, Kansas, does hereby certify that the within Note has been duly registered in my office according to law as of April 22, 2022.

WITNESS my hand and official seal.

(Facsimile Seal) _____(facsimile)_____
Clerk

CERTIFICATE OF STATE TREASURER

OFFICE OF THE TREASURER, STATE OF KANSAS

LYNN W. ROGERS, Treasurer of the State of Kansas, does hereby certify that a transcript of the proceedings leading up to the issuance of this Note has been filed in the office of the State Treasurer, and that this Note was registered in such office according to law on _____.

WITNESS my hand and official seal.

(Facsimile Seal)

By: _____(facsimile)_____
Treasurer of the State of Kansas

SCHEDULE I

LIST OF IMPROVEMENTS

CITY OF WICHITA, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES, SERIES 308
CAPITAL IMPROVEMENTS

	MAJOR PROJ	PROJ	ORG	Description of Project	New Money Notes*
				ARTERIAL IMPROVEMENTS	
1	E0M06		40102120	2020 Traffic Signalization	$ 5,331.00
2		E0014	40103820	2020 Sidewalk Maintenance Program	255,015.00
3		E0040	40102920	2020 Arterial Sidewalks	221,934.00
4		E0120	40106220	2020 Pedestrian Crossing Enhancements	17,073.00
5		E0121	40106420	Bike Pedestrian Crossing Multi-Modal Accommodation	18,524.00
6	E7M00		40100817	Delano/Chisholm Bikeway Bike Improvements	54,488.00
7		E1012	40101821	2021 Railroad Crossing Improvements	45,466.00
8		E1013	40103821	2021 Sidewalk Maintenance Program	201,213.00
9		E1021	40102121	2021 Traffic Signalization	3,611.00
10		E1028	40104721	2021 Neighborhood Improvements	7,492.00
11		E1030	40106321	School District 259 Safety Improvements	4,345.00
12		E1070	40102121	Traffic Signal @ Ridge & Village Cr.	5,781.00
13		E3022	40100713	Douglas, Washington - Oliver	2,829.00
14		E5055	40100515	Intelligent Transport System	58,990.00
15		E9091	40100519	2019 Intelligent Transportation System	71,683.00
				SUBTOTAL ARTERIAL IMPROVEMENTS	**$973,775.00**
				BRIDGE IMPROVEMENTS	
1		E1029	40250019	2021 Bridge Rehab and Repair	$59,240.00
2		E9092	40250019	Bridge Inspections	1,849.00
				SUBTOTAL BRIDGE IMPROVEMENTS	**$61,089.00**
				PARK IMPROVEMENTS	
1		C0001	40002120	2020 Reflection Park Redevelopment	$ 138,136.00
2		R0000	44001120	Friendship Park Playground Rehab	188,935.00
3		R0001	44001220	2020 Playground Rehab & Development	17,688.00
4		R0002	44001420	Sherwood Glen Park Playground Rehab	130,253.00
5		R0003	44001720	LW Clapp Park Master Plan	78,263.00
6		R0004	44001820	Ralph Wulz Tennis Center Improvements	113,274.00
7		R0005	44001920	Pawnee Prairie Park Improvements	243,475.00
8		R0007	44000920	2020 Park Facility Enhancements	435,891.00
9		R0008	44000420	2020 Walking Paths and Exercise System	3,848.00
10		R0009	44000520	2020 Athletic Court Improvements	142,511.00
11		R1000	44000521	2021 Athletic Court Improvements	12,889.00
12		R1001	44001221	2021 Playground Rehab and Development	211,751.00
13		R1002	44000921	2021 Park Facilities Enhancements	28,231.00
14	R8M01		44002018	2018-2019 Aquatics Master Plan Design	3,172,937.00
15		R8004	44000618	2018-2019 OJ Watson Improvements	922,598.00
16	R8M02		44000919	2019 Park Facility Improvements	152,614.00
17		R9003	44000519	2019 Athletic Court Improvements	95,345.00
				SUBTOTAL PARK IMPROVEMENTS	**$6,088,639.00**

				PUBLIC IMPROVEMENTS	
1		D6001	43503516	HR/Payroll and Finance System	$ 146,738.00
2		E1005	43810621	Delano Multi-Modal Facility	727,241.00
3	TIF1	E1081	43511121	Riverside Patio Homes	473,241.00
4		E4000	43500104	City Facilities ADA Compliance	23,387.00
5		E6004	43501716	Property and Evidence Improvements	34,434.00
6		E6069	43501916	Fire Apparatus 2016	20,606.00
7		E6083	43502116	General Improvements to City Facilities	9,108.00
8		E7113	43801617	City Hall Renovations and Improvements	10,046.00
9		E7114	43501217	2017-2018 Fleet Heavy Equip Replacement	7,402.00
10		E8054	43502118	City Facility Improvement - General	12,971.00
11		E8060	43502718	Building Energy Improvement	28,066.00
12		E8147	43503118	2018 Police Building Improvements	21,416.00
13		E8148	43502018	2019 Fire Facilities Maintenance	40,301.00
14		E8151	43504318	Ice Rink Chiller Replacement	9,636.00
15		E9011	43502119	2019 City Facility Improvements	41,165.00
16		E9051	43504418	New Police Station Patrol East	258,930.00
17		E9093	43501219	2019 Fleet Heavy Equipment Replacement	5,480.00
18		E9094	43509519	2019 Snow Equipment Replacement	1,052,138.00
19		E9095	43502919	2019 Parking Garage/Surface Lot Improvements	19,459.00
20		E9096	43502819	2109 Facility Security Lighting Improvements	8,315.00
21		F8000	43501918	2018-19 Fire Apparatus	19,709.00
22		F8001	43504118	2018-19 Fire Equipment	9,717.00
23		F9000	43501919	2019-20 Fire Apparatus Replacement	69,293.00
24		F9001	43504119	2019-20 Fire Equipment Replacement	767,200.00
25		F9002	43509319	Firefighter SCBA & PASS HOLD	1,997,936.00
26		P0002	43510520	Police Radio Replacement Project	7,500.00
27		P7002	43503617	Old Town Surveillance System	57,590.00
28		P8000	43504018	Records Management System WPD	507,066.00
29		R8006	43505118	2018 Harrison Park Improvements	3,053.00
30		X0001	43501620	2020 City Hall Renovations	66,096.00
31		X0002	43510120	City Hall Security Improvements	83,048.00
32		X0006	43500120	2020 City ADA Improvements	54,054.00
33		X0008	43510320	Evergreen Library 2020	42,348.00
34		X0009	43502110	2020 City Security Improvements	16,768.00
35		X9001	43509919	Botanica Parking Expansion	297,624.00
36		Y0001	43510420	Relocation of Linwood Library 2020	14,320.00
				SUBTOTAL PUBLIC IMPROVEMENTS	**$6,963,402.00**
				PAVING IMPROVEMENTS	
1		E0005	47465020	Chalet Ridge Addition	$ 6,031.00
2		E0008	47465220	Casa Bella 2nd Addition	1,963.00
3		E0016	47465420	R.F. Addition Phase 1 33rd S.	24,867.00
4		E0023	47458018	Sandcrest 3rd Paving Curtis	171,203.00
5		E0033	47462819	2020 Pike Addition Phase 2	66,742.00
6		E0036	47465420	R.F. Addition Phase 2	170,477.00
7		E0038	47465820	2020 Northgate 2nd & 3rd Additions Phase 1	3,002.00
8		E0050	47466020	Cheryl's Hollow 2nd Addition Phase 3	228,418.00
9		E0051	47466020	Cheryl's Hollow 2nd Addition Phase 4	169,020.00
10		E0054	47455820	Brookfield Crest Addition Phase 2A	61,862.00
11		E0055	47455820	Brookfield Crest Addition Phase 3A	25,820.00
12		E0062	47466120	2020 Edge Water 4th Addition	3,340.00
13		E0065	47453120	Turkey Creek 3rd Addition Phase 4	275,857.00
14		E0071	47466220	Turkey Creek 4th Addition Phase 1A Haskell	156,689.00
15		E0072	47466220	Turkey Creek 4th Addition Phase 2A Jewel	216,189.00
16		E0078	47466520	Clear Creek 4th Addition	322,387.00

17		E0082	47465820	2020 Northgate 3rd & 4th Additions Phase 4A	53,023.00
18		E0086	47466620	43rd St S Legacy 3rd Addition	233,713.00
19		E0089	47466720	2020 Anna Street Improvements	160,199.00
20		E0093	47461020	Fox Run Addition	178,144.00
21		E0096	47466820	Marinita 2nd Addition	81,905.00
22		E0109	47467020	Ent. Schulte-Johnson 2nd Addition	29,231.00
23		E0110	47467220	New Spring Commercial Addition	113,321.00
24	E0M22	E0113	47467520	NRD Addition Entrance	2,225.00
25	E0M22	E0114	47467520	NRD Addition Phase 1	2,460.00
26		E0119	47462819	2020 Pike Addition Phase 3	75,717.00
27		E1016	47467321	Auburn Lakes Addition Phase 3	489,191.00
28		E1019	47467421	Firefly Way 2nd Addition	379,290.00
29		E1024	47467621	Rennick and Rennick 2nd Addition Phase 1	156,188.00
30		E1034	47467721	Hogan-Chism Addition	2,900.00
31		E1039	47467821	Northgate 5th Addition Phase 1	27,812.00
32		E1055	47455820	Brookfield Addition Phase 3B	13,768.00
33		E1056	47465319	Emerald Bay 4th and 5th Addition Phase 3	6,042.00
34		E1058	47468121	Sidewalk Brookfield Improvement Addition	12,602.00
35		E1065	47468321	Kimberly Addition	8,715.00
36		E1068	47465820	Northgate 4th Addition Phase 4B	94,259.00
37		E1072	47468421	Angel Fire Addition and 2nd Addition	239,204.00
38		E1078	47468621	Trinity Point 1st and 2nd Addition	1,226.00
39		E1088	47468721	Riverside Patio Homes Addition	293,696.00
40		E1104	47469021	Cornejo Industrial District IV S 29th St.	4,283.00
41		E6002	47465116	Fontana 5th Addition Phase 2	16,352.00
42		E7157	47455717	Firefly 29th/127th Phase 5	238,975.00
43		E8184	47460818	Edge Water 1st and 3rd Addition Entrance	45,970.00
44		E8185	47460818	Edge Water 1st and 3rd N Phase 2	7,866.00
45		E8186	47460818	Edge Water 1st and 3rd N Phase 3	31,111.00
46		E8190	47464718	Sandcrest 4th Addition Phase 4	3,077.00
47		E9072	47463319	Rainbow Lakes Estates Addition	5,430.00
48		E9089	47464919	Firefly Ct Phase 1 Castlegate 3rd Addition	11,798.00
49		E9114	47465319	Emerald Bay 4th and 5th Additions	137,678.00
50		E9119	47462219	Country Hollow 2nd Addition Phase 2	74,297.00
51		E9123	47462319	Willow Creek 3rd Addition Phase 2	119,743.00
52		E9126	47467119	Schulte-Johnson Addition Phase 1	117,890.00
53		E9130	47462919	Gilbert St. Kellogg Crossing Phase 1	165,552.00
				SUBTOTAL PAVING IMPROVEMENTS	**$5,538,720.00**
				SANITARY SEWER IMPROVEMENTS	
1		E0053	47262420	SS Cheryl's Hollow 2nd Addition Phase 3	$ 11,519.00
2		E0060	47262520	SS Edge Water 4th Addition	9,201.00
3		E0064	47256020	SS Turkey Creek 3rd Addition Phase 4	6,860.00
4	E0M14	E0069	47262620	SS Turkey Creek 4th Addition Phase 1	14,346.00
5	E0M14	E0070	47262620	SS Turkey Creek 4th Addition Phase 2	9,942.00
6		E0075	47262820	SS Oasis Addition 2020	155,018.00
7		E0083	47261220	SS 2020 Northgate 3rd & 4th Phase 4	4,504.00
8		E0088	47263020	SS 43rd St S Legacy 3rd Addition	2,744.00
9		E0091	47258020	SS Fox Run Addition	78,208.00
10		E0098	47259199	SS 2020 Pike Addition Phase 3	351,708.00
11		E0107	47263220	SS Marinita 2nd Addition	8,105.00
12		E0117	47263720	SS New Spring Commercial Addition Phase 1	525,373.00
13		E1015	47263521	SS Auburn Lakes Addition Phase 3	116,473.00
14		E1018	47263621	SS Firefly Way 2nd Addition	119,777.00
15		E1026	47263821	SS Rennick and Rennick 2nd Phase 1	996,095.00
16		E1032	47263921	SS Hogan Chism Addition	58,600.00

17	E1036	47264021	SS Northgate 5th Addition Phase 1	340,944.00
18	E1052	47264421	SS Boulevard East Addition	55,704.00
19	E1067	47264621	SS Kimberly Addition	6,304.00
20	E6011	47261416	SS Fontana 5th Addition Phase 2	5,547.00
21	E8179	47257318	SS Estancia Phase 3B	2,844.00
22	E9113	47261619	SS Emerald Bay 3rd & 4th Additions	35,070.00
23	E9121	47268919	SS Country Hollow 2nd Phase 2	59,019.00
24	E9125	47259019	SS Willow Creek 3rd Addition Phase 2	7,278.00
25	E9128	47363319	SS Schulte-Johnson Addition Phase 1	335,432.00
26	E9132	47264119	SS The Heritage at Auburn Hills	9,063.00
			SUBTOTAL SANITARY SEWER IMPROVEMENTS	**$3,325,678.00**
			STORM SEWER IMPROVEMENTS	
1	E0052	47307220	SWD 466 Cheryl's Hollow 2nd Addition	$ 22,710.00
2	E0061	47307320	SWD 2020 Edge Water 4th Addition	4,293.00
3	E0068	47307420	SWD Turkey Creek 4th Addition	137,474.00
4	E0084	47307520	SWD 2020 Northgate 3rd & 4th Phase 4	2,326.00
5	E0085	47307520	SWD 2020 Northgate 3rd & 4th Phase 2	12,890.00
6	E0094	47305320	SWS Fox Run Addition 745	96,679.00
7	E0095	47305320	SWS Fox Run Addition 471	158,811.00
8	E0108	47307720	SWS 747 Marinita 2nd Addition	89,406.00
9	E0118	47307920	SWS 470 NRD Addition	68,847.00
10	E1027	47308021	SWD Rennick and Rennick 2nd Phase 1 & 2	316,317.00
11	E1037	47308221	SWD Northgate 5th Addition Phase 1	50,303.00
12	E1038	47308321	SWD Northgate 5th Addition Phase 1	649,381.00
13	E1041	47308621	SWD Willow Creek East 3rd Addition	337,402.00
14	E1053	47305821	SWD Pike Addition 450 Phase 2	358,369.00
15	E1079	47309101	SWD Trinity Point 1st and 2nd Addition (85469)	9,101.00
16	E1080	47309101	SWD Trinity Point 1st and 2nd Addition (08570)	4,267.00
17	E1091	47309321	Riverside Patio Homes Addition	333,962.00
18	E6015	47306616	SWD Fontana 5th Addition Phase 2	4,452.00
19	E6092	47301516	SWD 419 Tyler Pointe Phase 3	39,532.00
20	E9005	47306719	SWD Emerald Bay 3rd & 4th Additions	26,938.00
21	E9122	47305719	SWD 430 Country Hollow 2nd Phase 2	99,661.00
22	E9129	47307819	SWD 410 Schulte-Johnson Addition Phase 1	609,574.00
			SUBTOTAL STORM SEWER IMPROVEMENTS	**$3,432,695.00**
			WATER IMPROVEMENTS	
1	E0048	47113020	WDS Cheryl's Hollow 2nd Addition Phase 3	$ 6,497.00
2	E0049	47113020	WDS Cheryl's Hollow 2nd Addition Phase 4	3,244.00
3	E0059	47113120	WDS Edge Water 4th Addition	8,992.00
4	E0063	47106420	WDS Turkey Creek 3rd Addition Phase 4	5,012.00
5	E0066	47113220	WDS Turkey Creek 4th Addition Phase 1A	2,690.00
6	E0067	47113220	WDS Turkey Creek 4th Addition Phase 2	2,838.00
7	E0081	47112820	WDS 2020 Northgate 3rd & 4th Addition	1,438.00
8	E0092	47113620	WDS Fox Run Addition	45,398.00
9	E0097	47109819	WDS 2020 Pike Addition Phase 3	233,476.00
10	E0099	47113720	WDS Mallard Estates Addition	1,517.00
11	E0100	47113820	WDS Oasis Addition	96,943.00
12	E0106	47114020	WDS Marinita 2nd Addition	14,551.00
13	E0116	47114520	WDS NRD Addition Phase 1	36,034.00
14	E1014	47114321	WDS Auburn Lakes Addition Phase 3	97,923.00
15	E1017	47114421	WDS Firefly Way 2nd Addition	66,173.00
16	E1020	47112220	WDS Water System R.F. Addition	110,198.00
17	E1025	47114621	WDS Rennick and Rennick 2nd Addition Phase 1	227,532.00
18	E1031	47114721	WDS Hogan Chism Addition	18,469.00

19	E1035	47114821	WDS Northgate 5th Addition Phase 1	152,782.00
20	E1054	47113720	WDS Brookfield Addition Phase 3B	31,141.00
21	E1057	47112119	WDS Emerald Bay 4th 5th Addition Phase 3	4,146.00
22	E1066	47115321	WDS Kimberly Addition	8,570.00
23	E1069	47112820	WDS Northgate 4th Addition Phase 4B	3,673.00
24	E6010	47111916	WDS Fontana 5th Addition Phase 2	2,728.00
25	E7156	47103417	WDS Firefly 29th/127th Phase 5	65,918.00
26	E8178	47107818	WDS Estancia Addition Phase 3B	5,859.00
27	E8182	47112018	WDS Edge Water 1st & 3rd Additions Phase 3	6,868.00
28	E8183	47112018	WDS Edge Water 3rd Addition	13,595.00
29	E9115	47112119	WDS Emerald Bay 4th & 5th Additions	3,020.00
30	E9120	47109619	WDS Country Hollow 2nd Addition Phase 2	50,418.00
31	E9124	47109719	WDS Willow Creek 3rd Addition Phase 2	6,343.00
32	E9127	47114119	WDS Schulte-Johnson Addition Phase 1	183,273.00
33	E9131	47114919	WDS The Heritage at Auburn Hills	8,743.00
			SUBTOTAL WATER IMPROVEMENTS	**$1,526,002.00**
			TOTAL TEMPORARY NOTES, SERIES 308	**$27,910,000.00**

***includes costs of issuance**

Bid Results

Wichita
$27,910,000 General Obligation Temporary Notes, Series 308

The following bids were submitted using ***PARITY***® and displayed ranked by lowest TIC.
Click on the name of each bidder to see the respective bids.

	Amount Awarded (M)	Bidder Name	TIC	Bid Amount
		BofA Securities	1.356929	27,910M
		Morgan Stanley & Co, LLC	1.455836	27,910M
		J.P. Morgan Securities LLC	1.468321	27,910M
		TD Securities	1.530770	27,910M
		Oppenheimer & Co., Inc.	1.564091	27,910M
	---			---
Awarded Totals	0M			139,550M
Issue Size	27,910M			

Save

*Awarding the Bonds to a specific bidder will provide you with the Reoffering Prices and Yields.

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Request for Renaming of the Maya Angelou Northeast Branch Library (District I)

INITIATED BY: Library

AGENDA: New Business

Recommendation: Appoint the Library Board as a Naming Advisory Committee to receive, review, and make a recommendation based on the request for renaming the Maya Angelou Northeast Branch Library.

Background: The City received a written request from a community member to rename the Maya Angelou Northeast Branch Library to reflect a local Wichita leader who has made a lasting impact in the community. The City's Policy 13 identifies that a Naming Advisory Committee may be established to receive and formulate recommendations to the City Council, including the reasons, qualifications, and documentation in support of any name change.

Analysis: The Maya Angelou Northeast Library is within District 1 and relocated five times between 1962-1996 before the completion of new construction at 3051 East 21st Street. City Council established a naming committee in February 1996, to encourage community participation for both identification of new or revised library services and to establish a name for the branch. The Naming Committee recommended the facility be named in honor of a past Wichita educator, Martha Penn-Hicks. At the time, Council Member George Rogers advocated that extenuating circumstances would allow Council to deviate from their procedure to name a building for persons who are deceased. The Naming Committee deferred the decision to City Council for final approval of the facility's name. On November 19, 1996, City Council approved 7-0 that the Northeast library be named in honor of Dr. Maya Angelou. The building dedication occurred on December 20, 1996, with Dr. Angelou visiting East and South High schools in addition to attending a dedication ceremony.

Financial Considerations: It is estimated that updates to interior and exterior branch signage, communications, website, and other branding of the Maya Angelou Northeast Branch Library would cost $5,000.

Legal Considerations: The Law Department has reviewed the proposed process and it compliant with City Council Policy 13.

Recommendation/Action: It is recommended that the City Council appoint the Library Board as the naming committee to determine to receive, review and make recommendations regarding the request for renaming the Maya Angelou Northeast Branch Library.

Attachment: None.

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Funding Agreement with Sedgwick County for Housing First Program

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve the funding agreement and authorize the necessary signatures.

Background: In 2006, the City Council and the Sedgwick County Commission authorized the Task Force on Ending Chronic Homelessness. The Task Force held meetings and conducted research over an 18-month period and presented its recommendations to both elected bodies in March 2008. One of the recommendations was the creation of the Housing First program, which both bodies endorsed.

Analysis: The Housing First program provides permanent housing to participants in sites scattered across the community, through rent and utilities subsidies. Program participants are required to meet weekly with a case manager and to comply with apartment lease agreements. Rent and utilities payments are provided until such time as the participant can live independent of the assistance, or until some other housing arrangement is deemed to be more appropriate. Historically, Housing First program costs have been split between the City of Wichita and Sedgwick County. The City administers the program pursuant to a funding agreement between the City and the County.

Since the program began in March 2009, there have been 467 participants placed in housing, with 50 participants currently housed, as of December 31, 2021. A total of 239 participants are considered to have successfully exited the program, as follows:

- 132 participants increased household income, no longer requiring assistance;
- 40 participants voluntarily moved to be closer to family;
- 53 participants received a Section 8 voucher;
- Five participants moved into a public housing unit;
- Three participants entered a treatment facility;
- Three participants entered a group home;
- Two participants entered a nursing home; and
- One participant received a Veterans Affairs Supportive Housing voucher.

A total of 159 participants are considered to have unsuccessfully exited the program, as follows:

- 113 participants were terminated for program violations; and
- 46 participants became incarcerated.

A total of 19 participants died while housed.

Of the 50 participants housed as of December 31, 2021, a total of 15 have remained in housing for over one year. There are 22 participants contributing a percentage of their income toward their housing expenses in the form of partial rent and/or utilities payments.

The number of chronically homeless persons identified as having a physical disability has increased over the past several years. Agencies that currently refer to the Housing First program do not provide case management services to persons with physical disabilities, preventing this population from being served.

Staff proposes a change to the agreement in order to allow for a dedicated case manager, employed by COMCARE, to provide case management services to persons in the Housing First program. The dedicated case manager will provide services to those who are unable to receive services from current partner agencies. The Housing First case manager will assist program participants with life skills and will provide assistance and referrals. The case manager will also serve as a liaison, communicating any questions or concerns expressed by the program participant, property management, or Housing First program management staff. A dedicated case manager will provide more frequent and consistent reporting, allowing staff to be more pro-active when addressing a problematic situation and minimizing lease terminations.

The contract change will not impact the General Fund but will decrease the monthly reimbursements requested from Sedgwick County for rent assistance. However, it is expected that many Housing First participants will transition to the City's Housing Choice Voucher program, in order to receive continued rent subsidies.

Financial Considerations: The 2022 Adopted Budget includes rent and utilities subsidies in the amount of $382,736, with $191,368 to be contributed from the General Fund and $191,368 to be contributed by Sedgwick County, pursuant to the Funding Agreement. Of the $191,368 contributed by Sedgwick County, up to $59,403.98 will be used to fund the full-time Housing First case manager, to be employed by COMCARE.

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

Recommendations/Actions: It is recommended that the City Council approve the funding agreement and authorize the necessary signatures.

Attachment: Funding Agreement.

FUNDING AGREEMENT FOR HOUSING FIRST MODEL PROGRAM

by and between
SEDGWICK COUNTY, KANSAS
and
CITY OF WICHITA, KANSAS

This Agreement is made and entered into this _____ day of _____, 2022, by and between Sedgwick County, Kansas ("County") and the City of Wichita, Kansas ("City" or "Contractor").

WITNESSETH:

WHEREAS, County and City formed a Taskforce to End Chronic Homelessness ("TECH") to develop a plan to effectively address the needs of people experiencing chronic homelessness; and

WHEREAS, the TECH plan to end chronic homelessness included implementation of a Housing First Model Program; and

WHEREAS, County wishes to provide funding to City for implementation of the Housing First Model Program and City wishes to implement such program, as hereinafter described.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, County and City hereby agree as follows:

1. **Purpose**. The sole purpose of this Agreement is to define the financial relationship between County and City as it relates to funding of the Housing First Model Program.

2. **Term**. The term of this Agreement is for one (1) year commencing January 1, 2022 and ending December 31, 2022.

3. **Services**. City shall do, perform, and carry out implementation of the Housing First Model Program to serve individuals who meet the criteria for chronic homelessness and have a disability (as that term is defined by the United States Department of Housing and Urban Development) in a satisfactory and proper manner as determined by County and in conformance with the criteria outlined in Appendix B (Purpose and Outcomes), which is attached hereto and incorporated as if fully set forth herein. Sedgwick County shall provide the services of its employee, a Housing Eligibility Specialist with an annual salary of $59,403.98, who will provide assistance and referrals for the individuals being served in the Housing First Model Program. The duties of said specialist are set forth in Appendix D, which is attached hereto and incorporated as if fully set forth herein.

4. **County Funding and Reports**. In return for City's performance of the services and programs specified in Appendix B, County agrees to provide the following funding to City in County calendar year 2022: not to exceed ONE HUNDRED THIRTY-ONE THOUSAND NINE HUNDRED SIXTY-FOUR DOLLARS AND TWO CENTS ($131,964.02). Funding shall be disbursed on a reimbursement basis upon County's receipt of an invoice detailing City's expenditures under this Agreement for the prior month.

Each calendar quarter, City shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County may request pertaining to matters covered by this Agreement. City shall furnish this information no later than the fifteenth (15th) day of the month following each calendar quarter.

5. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Purpose and Outcomes), Appendix C (Budget), and Appendix D (Housing Eligibility Specialist) are attached hereto and are made a part hereof as if fully set forth herein.

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General Terms and Conditions

1. **Contractual Relationship.** It is agreed that the legal relationship between City and County is of a contractual nature. Both parties assert and believe that City is acting as an independent contractor in providing the services and programs required by County hereunder. City is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, City, or employees of City, will not be within the protection or coverage of County's worker's compensation insurance, nor shall City, or employees of City, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to City.

2. **Authority to Contract.** City assures it possesses legal authority to contract under this Agreement; that resolution, motion or similar action has been duly adopted or passed as an official act of City's governing body, authorizing the signing of this Agreement, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of City to act in connection with the application and to provide such additional information as may be required.

3. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County:

COMCARE of Sedgwick County
Attn: Joan Tammany, Executive Director
271 W. 3rd St. N, Suite 600
Wichita, Kansas 67203

and

Sedgwick County Counselors Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

City:

City of Wichita
Attn: Housing Director
455 N. Main, 10th Floor
Wichita, Kansas 67202

and

City of Wichita Legal Department
Attn: Contract Notification
455 North Main
Wichita, Kansas 67202

4. **Termination**

A. **For Cause**. In the event of any breach of the terms or conditions of this Agreement by City, or in the event of any proceedings by or against City in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to City on account thereof, by written notice, terminate immediately all or any part of this Agreement and City shall be liable to pay to County any excess cost or other damages caused by City as a result thereof.

B. **For Convenience**. County or City shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, City shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County shall allow full credit to City for the grant share of the non-cancelable obligations properly incurred by City prior to termination.

C. **Due to Reduction in Funds**. It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

5. **Complete Agreement**. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

6. **Assignment**. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

7. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

8. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

9. **Nondiscrimination and Workplace Safety.** City agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.

10. **Retention of Records.** Unless otherwise specified in this Agreement, City agrees to preserve and make available to County at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

11. **Inspection/Audit of Facilities and Records of City**. County shall have the right of inspection of City's facilities and records at any time during City's regular business hours, and at any other time provided that County gives City twenty-four (24) hours' notice of its intent to inspect. This right of inspection shall include the right to monitor and inspect City's programs as well as the right to inspect all books containing any type of participant data or financial documentation relating to funding provided by County.

City shall annually submit to County appropriate financial documentation and/or records audited concerning use of County's funds. It is understood at the time of the signing of this Agreement that City's financial matters are currently, and will remain so during all times relevant to this Agreement, audited annually by a firm of certified public accounts pursuant to a policy established by City's governing body.

12. Open to the Public. All services and programs rendered by City that are funded by County funds shall be open to the general public.

13. Subcontracting. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of County. In the event subcontracting is approved by County, Contractor shall remain totally responsible for all actions and work performed by its subcontractors. All approved subcontracts must conform to applicable requirements set forth in this Agreement and in its appendices, exhibits and amendments, if any.

14. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

15. Force Majeure. Contractor shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of Contractor. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by Contractor's employees, and freight embargoes.

16. Judicial Interpretation. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the same, it being agreed that the agents of both parties have participated in the preparation hereof.

17. Counterparts; Signatures. This Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized officers the day and year first above written.

SEDGWICK COUNTY, KANSAS:

Peter F. Meitzner, Chairman
Sedgwick County Commissioner, First District

CITY OF WICHITA, KANSAS:

Brandon Whipple
Mayor

APPROVED AS TO FORM ONLY:

Michael L. Fessinger
Assistant County Counselor

APPROVED AS TO FORM ONLY:

Brian K. McLeod

for Jennifer Magaña
City Attorney

ATTESTED TO:

Kelly B. Arnold
County Clerk

ATTESTED TO:

Karen Sublett
City Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

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 Agreement in which this attachment is incorporated.

2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due To Lack of Funding Appropriation**: If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (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 for in the Agreement, except that such notice shall not be required prior to ninety (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 to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.

4. **Disclaimer of Liability**: County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties**: Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment 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.

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

8. **Federal, State and Local Taxes**: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

   County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance**: County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County 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.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest.** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 45-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such

data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.

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

13. **Anti-Discrimination Clause.** 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 and 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 Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

    Parties to this Agreement understand that the provisions of this paragraph 13 (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 this Agreement or whose contracts with the County cumulatively total $5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.

15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.

16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

18. **Inapplicability to Municipal Contractors.** The following provisions found in this Sedgwick County Mandatory Contractual Provisions Attachment shall be inapplicable if the contractor is a Kansas county, incorporated city, township, or improvement district: 8, 10, 17.

19. **Safety Recall Notices**. Throughout the term of the Agreement and at all times thereafter, Contractor must immediately notify County of any and all safety recall notices of products, goods and services Contractor has provided to County. In addition, Contractor shall remedy the recalled defect(s), at no cost to County, by: (1) providing products, goods or services reasonably equal to or better than the quality of the products, goods or services without accounting for the recalled defect(s); or (2) providing compensation to County in an amount not less than the original cost of the products, goods or services less a reasonable amount for depreciation. This Section 18 survives expiration or termination of the Agreement.

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APPENDIX B
PURPOSE AND OUTCOMES

SERVICE DESCRIPTION

A Housing First program is designed to end homelessness and support recovery for individuals who are homeless and have a disability. The Housing First model is based on the belief that housing is a basic need and on a theoretical foundation that emphasizes consumer choice and harm reduction. The program addresses homeless individuals' needs from a consumer perspective, encouraging them to define their own needs and goals, and provides immediate housing (in the form of apartments located in scattered sites) without any prerequisites for treatment.

Consumers' tenancy is not dependent on their adherence to treatment. Case managers work with consumers through housing loss, hospitalization, or incarceration and help consumers obtain housing after these episodes. While consumers can refuse services, the program requires them to meet with a case manager at least four times per mouth to ensure their safety and well-being.

Important components for all Housing First programs include:

1. Case management is utilized to coordinate services that follow a housing placement;

2. Housing is not contingent on the consumer's willingness to accept treatment services;

3. Consumers are encouraged but not required to take medications or abstain from using substances to participate;

4. Service plans are individualized, and client driven;

5. Assistance locating rental housing and lease negotiation, as well as relationship building with private market landlords; and,

6. Housing placement is not time limited.

Sedgwick County is allocating $191,368.00 for services related to approximately 32 apartments in the Housing First Model Program. It is anticipated that 16 of the 32 apartments will be one-bedroom apartments but the figure can be adjusted contingent on County approval. Up to $10,000 is budgeted for repairs and up to $59,403.98 for the services provided by the Sedgwick County Housing Specialist

OUTCOMES

City agrees to report on outcomes quarterly. Performance reports are due by the 15th day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the Division of Health and Human Services Homeless Plan Specialist at 635 N. Main, Wichita, KS 67203.

1. Maintain fidelity to the model as evidenced by adherence to the components listed above.

2. Reduction in length of stay in shelters as measured by time Housing First consumers spent in shelters during the last year as compared to length of time spent in shelters during the current year.

3. Number of consumers referred for Housing First services, placed in Housing First apartments, and number of consumers continuing in the Housing First program.

4. Reduction in subsidy amounts needed to continue housing participants, due to increases in participant income.

5. Reduction in homelessness for program participants as measured by consumers not re-entering the shelter system.

6. Number of positive exits from the Housing First program.

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APPENDIX C – SEDGWICK COUNTY COMCARE BUDGET
CITY OF WICHITA HOUSING FIRST PROGRAM

EXPENDITURE	BUDGETED AMOUNT
Rent and Security Deposit	$121,964.02
Housing Eligibility Specialist	$59,403.98
Repairs	$10,000.00
Total	**$191,368.00**

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Appendix D – Sedgwick County Job Description
Housing Eligibility Specialist

Working Title:	Housing Eligibility Specialist	**Work Location:**	
Position Number:		**Expected Hours of Work:**	M – F, 8a - 5p
Classification:	Case Manager III	**Supervisor: Yes / No**	No
Reports to (position):	Homeless Plan Specialist	**Number of staff supervised:**	0
Date Revised:	11/17/2020		

Job Summary (Major objectives of this position. Why does the job exist?)

Coaching individuals on life skills. Provide assistance and referrals for clients. Performs responsible work interviewing, qualifying and verifying tenant families for entry into and continuation in the housing program. Monitors participants' progress, working with partner providers to link participants to appropriate and relevant resources. Assists participants in achieving goals as related to HUD grant requirements.

Primary Job Functions (List three job categories with specific tasks listed)

Manage housing application process:

- Provide necessary documents to provider partners to complete applications with eligible clients.
- Attend lease-ups, where each participant, Housing First staff, and the landlord meet in order for the participant to sign their lease and other paperwork as pertains to entry into the program.

Promote continued participation:

- Consistent communication with each participant, Housing First staff, and property management when applicable.
- Meet with participants and Housing First staff as needed to review cases.
- Attend community meetings as necessary to remain abreast of current and applicable resources.

Record Keeping and Reporting:

- Create and update Stabilization Plans for each participant.
- Provide weekly written updates on each participant to Housing First staff.

Report outcomes as requested.

Secondary Job Functions (list no more than five)

Program Education:

- Educate community on programs and processes.
- Establish and maintain collaborative working relationship with community resources.
- Attends and participates in appropriate Continuum of Care and other community resource meetings.

Comply with all mandatory training requirements of Sedgwick County.

Good attendance required

Competencies (Select five from Core Competency list and specify Behavioral Indicators specific to position)

Action Oriented	Consistently maintains high levels of activity or productivity; sustains long working hours when necessary, works with vigor, effectiveness and determination over a sustained period.

Behavioral Indicators:

- Establishes clear and specific goals.

- Finds ways to overcome challenges and obstacles so that assignments are completed, and goals are met.
- Maintains focus until a viable solution can be found.
- Takes pride in work and encourages others to do the same. Effectively balances quality, service, and productivity.
- Checks results to make sure solutions were effective and takes action if resolution has not been accomplished.

Adaptability	Adapts well to changes in assignments and priorities; adapts behavior or work methods in response to new information, changing conditions, or unexpected obstacles; approaches change positively and adjusts behaviors accordingly; focusing on being part of the solution.

Behavioral Indicators:

- Looks for ways to make changes work rather than only identifying why change will not work.
- Adapts to change quickly and easily.
- Makes suggestions for increasing the effectiveness of changes.
- Shows willingness to learn new methods, procedures, or techniques, resulting from departmental or organization-wide change.
- Shifts strategy or approach in response to the demands of a situation.
- Demonstrates willingness and flexibility to work outside normal schedule, routines, and duties.
- Handles change in priorities as workload fluctuates with proper training and experience.
- Adapts well to changes in job duties and responsibilities.
- Provides or assists with training to help others adapt to change.
- Assists others in transition and demonstrates easier ways to complete assigned tasks.
- Recommends strategies to address changes affecting unit.
- Evaluates and initiates actions to adjust department procedures to meet departmental and organizational goals.
- Maintains flow of information to avoid stressful situations and ease transition to change.
- Look for ways to teach staff additional skills.

Analytical Thinking	Works systematically and logically to resolve problems, identify causation and anticipate unexpected results. Manages issues by drawing on own experience and knowledge and calls on other resources as necessary.

Behavioral Indicators:

- Undertakes a complex task by breaking it down into manageable parts in a systematic, detailed way.
- Anticipates the consequences of situations.
- Thinks of several possible explanations or alternatives for a situation.
- Identifies the information needed to solve a problem effectively.
- Gets input from internal/external contacts who are closest to the problem.
- Presents problem analysis and recommended solution to others rather than just identifying or describing the problem itself.
- Acknowledges when one doesn't know something and takes steps to find out.
- Anticipates potential obstacles and develops contingency plans to overcome them.
- Considers the organization's priorities when making decisions or analyzing the costs and benefits of various alternative solutions.
- Is sought by others for advice and solutions to make best interpretation and usage of information
- Discerns the level of importance to apply in each aspect of the analysis in relation to the broader context.
- Develops conceptual frameworks that guide analysis

- Draws sound conclusions based upon a mixture of analysis and experience.
- Independently engages in tasks requiring interpretation of complex and often vague sets of information.
- Identifies gaps in information and makes assumptions in order to continue the analysis and/or take action.
- Seeks for a wide range of sources of information.
- Identifies critical connections and patterns in information/data.
- Analyses soundly verbal and numerical data
- Recognizes causes and consequences of actions and events that are not readily apparent.
- Anticipates and thinks ahead about next steps.
- Distinguishes between critical and irrelevant pieces of information.
- Gathers input / information from a few different sources to reach a conclusion

Collaboration/Relationship Building	**Establishes rapport and personal connections, while maintaining professional boundaries. Builds constructive working relationships with clients/customers, other work units, community organizations and others to meet mutual goals and objectives. Behaves professionally and supportively when working with individuals from a variety of ethnic, social and educational backgrounds.**

Behavioral Indicators:

- Demonstrates respect for the opinions of others.
- Identifies and pushes for solutions in which all parties can benefit.
- Helps and supports fellow employees in their work to contribute to overall organizational success.
- Shares information and own expertise with others to enable them to accomplish group goals.
- Solicits the input of others who are affected by plans or actions.
- Gives credit and recognition to others who have contributed.
- Finds areas of agreement when working with conflicting individuals or groups.
- Demonstrates concern for treating people fairly and equitably.
- Keeps people informed and up-to-date.
- Builds consensus.
- Listens to all points of view.
- Readily gets cooperation of others for whom one has no direct supervisory responsibility.
- Takes into account the organization as a whole when making decisions. Separates one's own interests from organizational interests in order to make the best possible judgments for the organization.
- Supports and acts in accordance with final leadership team decisions even when such decisions may not entirely reflect one's own position.
- Solicits the input of peers across the organization even when those peers may only be tangentially affected or involved.
- Finds areas of agreement when working with conflicting viewpoints and opinions.
- Identifies and pushes for solutions in which all parts of the organization can benefit.
- Builds consensus among one's peers in leadership.
- Communicates key organizational priorities and how one's division or department contributes to achieving those priorities.
- Shares annual goals with peers in the organization to increase alignment, cooperation and opportunities to collaborate.
- Builds buy-in for strategic goals across the organization.

Integrity	Displays and promotes conduct and behaviors consistent with agency and governmental standards. Familiarizes oneself with the pertinent rules and regulations that govern their area of responsibility. Applies rules and regulations in a consistent, non-biased manner, maintaining an inclusive work environment. Maintains

	confidentiality of sensitive information. Guards the handling of sensitive or high risk information appropriately. Demonstrates sensitivity to surroundings and acts accordingly in conversations. Does the right thing rather than the convenient thing.

Behavioral Indicators:

- Acts consistently with personal standards of ethical judgment when participating in group decisions and problem-solving.
- Acts to protect and does not violate or compromise the confidentiality of information. Recognizes when situations or directives are directly or indirectly in conflict with professional ethics or with the organization's stated values.
- Promises only what can reasonably be delivered.
- Appropriately and consistently complies with policies and procedures.

Supervisory Responsibilities (Provide title of employee managed and the number of employees)

N/A

Minimum Qualifications as defined by classification

Educational Requirements:

- Bachelor's degree in a human services field or any equivalent combination of training and experience preferred.

Years of Experience:

- 2 years minimum

License, certifications, etc... Must have a valid Kansas Driver's license and current proof of automobile insurance. Must be able to safely operate a motor vehicle and meet driver qualification standards as set forth in Sedgwick County's Fleet Vehicle Operation and Usage policy. Meet the specifications as outlined in the CMHC licensing standards and pass KBI, SRS child abuse check, adult abuse registry, and motor vehicle screens. Must complete orientations provided by Sedgwick County and COMCARE.

Preferred Qualifications

Educational Requirements: N/A

Years of Experience: N/A

License, certifications, etc...:

- N/A

Physical Requirements & Working Conditions (must be directly tied to Essential Functions)

Physical Activity of position

- Fingering. Picking, pinching, typing or otherwise working, primarily with fingers rather than with the whole hand as in handling.
- Talking. Expressing or exchanging ideas by means of the spoken word. Those activities in which they must convey detailed or important spoken instructions to other workers accurately, loudly, or quickly.
- Hearing. Perceiving the nature of sounds at normal speaking levels with or without correction. Ability to receive detailed information through oral communication, and to make the discriminations in sound.
- Walking. Moving about on foot to accomplish tasks, particularly for long distances or moving from one work site to another.
- Climbing. Ascending or descending ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms. Body agility is emphasized. This factor is important if the amount and kind of climbing required exceeds that required for ordinary locomotion.
- Reaching. Extending hand(s) and arm(s) in any direction.

- Kneeling. Bending legs at knee to come to a rest on knee or knees.

Physical Requirements of Position

- Sedentary work. Exerting up to 10 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. Sedentary work involves sitting most of the time. Jobs are sedentary if walking and standing are required only occasionally and all other sedentary criteria are met.

Visual Acuity Requirements

- The worker is required to have close visual acuity to perform an activity such as: preparing and analyzing data and figures; transcribing; viewing a computer terminal; extensive reading; visual inspection involving small defects, small parts, and/or operation of machines (including inspection); using measurement devices; and/or assembly or fabrication parts at distances close to the eyes.

Work Environment / Conditions Employee will be subject to

- The employee is subject to both environmental conditions. Activities occur inside and outside.
- Potential exists for volatile and unpredictable situations to occur.
- The employee may experience exposure to bed bugs, roaches, etc.
- The employee may experience exposure to strong odors such as soiled clothes and poor hygiene.

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

Signatures

Supervisor:	**Date:**

Employee signature below constitutes employee's understanding of the requirements, primary functions and duties of the position.

Employee:	**Date:**

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: HOME Program Funding for Cerebral Palsy Research Foundation, Inc.; The Timbers Preservation Project (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Approve issuance of a conditional commitment letter for HOME Investment Partnerships Program financing in the amount of $190,000 for the Timbers Preservation Project and the Director of Housing and Community Services to sign.

Background: On May 4, 2021, the City Council approved final allocations from the 2021-2022 Annual Action Plan, which included $662,452 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. Historically, the funding has been made available within the boundaries of the City's Redevelopment Incentives Area, Neighborhood Revitalization Area or Local Investment Areas. Requests for funding are received on an open application basis. On December 30, 2021, the Housing and Community Services Department opened applications for HDLP funding, including current year funding, as well as unallocated prior year funding available due to the receipt of program income, for rental and homeownership projects.

Representatives of Cerebral Palsy Research Foundation, Inc. (CPRF) recently approached Housing and Community Services staff to discuss the possibility of HOME funding for a project involving revitalization of the Timbers Apartment community which is located at 2021 N. Old Manor Road. The Timbers is a 100-unit wheelchair accessible apartment community for individuals with physical disabilities. Apartment units include accessibility features, such as roll-in showers, roll-under sinks and counters, accessible electrical switches, storage and pantries. Amenities include an accessible outdoor swimming pool, a congregate area for group activities, an accessible computer lab, a library, and evening and weekend security. The complex was constructed in 1979 with funding provided by the U.S. Department of Housing and Urban Development (HUD) and was the first apartment community of its kind in the nation. Tenants residing at the complex receive monthly rental assistance under a contract with HUD.

Analysis: The buildings comprising the Timbers Apartment community are aging, showing signs of deterioration, and do not meet current standards for accessibility. Following completion of a needs assessment, CPRF staff determined that demolition and replacement of the existing apartment buildings would be the most cost-effective approach, in terms of addressing overall improvement of the apartment units, as well as improvements related to accessibility and energy efficiency. The current phase of the project will involve demolition of three six-unit buildings, to be replaced with three newly constructed six-unit buildings with a total of 18 one-bedroom housing units, each approximately 790 square feet in size, on the existing campus.

CPRF has request a total of $190,000 in HOME/HDLP financing for the first phase of its revitalization of the Timbers Apartments complex. Housing and Community Services staff recommends funding the requested amount.

Although the Timbers property is located outside of the City's Redevelopment Incentives Area, the project is consistent with the City's Comprehensive Housing Policy, specifically, the Availability component as it relates to persons with disabilities. Persons with disabilities are considered to be special needs populations because of the strong likelihood that their housing needs include accessibility features. The project is also consistent with the Affordability component of the Comprehensive Housing Policy, because a large majority of low-income persons with disabilities rely solely on Social Security payments for income. The Timbers offers a viable affordable housing option for low-income citizens with disabilities. The project is also consistent with the City's Consolidated Plan, as it will address the top priority need of Safe Affordable Housing, which includes the Persons with Physical Disabilities and Persons with Developmental Disabilities populations.

Financial Considerations: There is no impact to the General Fund. The total project cost is estimated to be $4,182,900. Proposed sources of permanent financing for the project other than the City's HOME financing include loans to be provided by Intrust Bank in the total amount of $560,000, a Housing Trust Fund loan to be provided through the Kansas Housing Resources Corporation in the amount of $525,000, and proceeds from the sale of Low-Income Housing Tax Credits in the amount of $2,867,400. The City's HOME funding is to be provided in the form of an interest-bearing loan with an interest rate not exceeding one percent.

Legal Considerations: Rehabilitation of affordable rental housing is an eligible cost under the HOME Program. A funding agreement will be drafted, approved as to form by the Law Department, and will be placed on the City Council agenda for approval on a future date, provided CPRF is successful in obtaining the other sources of financing.

Recommendations/Actions: It is recommended that the City Council approve issuance of a conditional commitment letter for HOME Investment Partnerships Program financing in the amount of $190,000 for the Timbers Preservation Project and authorize the Director of Housing and Community Services to sign.

Attachment: Conditional Commitment Letter.

Housing & Community Services
CITY OF WICHITA

April 5, 2022

Pat Jonas, President and C.E.O.
The Cerebral Palsy Research Foundation of Kansas, Inc.
5111 E. 21st Street North
Wichita, KS 67208

Subject: Commitment of City of Wichita HOME Investment Partnerships Program Funding; The Timbers Preservation Project I, L.L.C.

Dear Mr. Jonas:

The Cerebral Palsy Research Foundation of Kansas, Inc., a not-for-profit organization (known hereafter as "Developer"), has requested commitment of HOME Investment Partnerships Program (HOME Program) funding in the amount of $190,000 from the City of Wichita (known hereafter at "the City"), for financial assistance relative to Phase I of the proposed affordable housing project known as The Timbers Preservation Project I, L.L.C. (known hereafter as "Project"). Project consists of demolition and re-construction of three six-plex buildings, providing a total of 18 housing units. Specifically, the Developer has requested that the City provide a loan of $190,000 ("HOME Loan") from moneys received by the City as a 'Participating Jurisdiction' ("PJ") under the federal HOME Investment Partnerships Act and the HOME Investment Partnerships Program, in accordance with Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12701 12839) and the HOME Program regulations codified at 24 CFR Part 92, as amended by the "2013 HOME Final Rule" at 24 CFR Part 92 (Complete Rule):

https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title24/24cfr92_main_02.tpl

City of Wichita HOME Program financing is to be provided to the Developer under 24 CFR 92.504(c)(3).

The City advised the Developer of the 2013 HOME Program Final Rule, specifically the amendment to the definition of "commitment" in 24 CFR 92.2 that prohibits the City as a PJ from providing a commitment (as the term is defined therein) of HOME Program funds to any specific local project until "the [City] and project owner [Developer] have executed a written legally binding agreement under which HOME assistance will be provided to the owner for an identifiable project for which all necessary financing has been secured, a budget and schedule have been established, and underwriting has been completed and under which construction is

scheduled to start no later than a date to be specified in the contract agreement." Notwithstanding the definition of "commitment" in 24 CFR 92.2 as amended by the 2013 HOME Final Rule, 24 CFR 92.504(c)(3) authorizes the City to "preliminarily award HOME funds for a proposed project, contingent on conditions such as obtaining other financing for the project"; however, this section goes on to clearly confirm that this letter does not constitute a commitment to a project. The written agreement committing the HOME funds to the project must meet the requirements of "commit to a specific local project" in the definition of "commitment" in §92.2. Thus, while this letter is not a commitment as defined under the HOME Program of federal funds for the City as the term commitment is defined therein, the City intends that this letter evidence the City's preliminary commitment of the requested assistance to the Developer for the Project subject to the conditions described below.

The amount of the HOME Loan to be provided to the Project has been determined, and this letter is provided and based on, the City's review of the Developer's preliminary development proforma and projected cash flows for the Project submitted by the Developer to the City as of February 4, 2022 ("Pro Forma").

The proposed HOME Loan will have the following terms:

- $190,000 initial principal amount, or as much thereof as is disbursed for hard and soft costs of actual construction/rehabilitation for the Project;

- Interest will accrue at an interest rate of no more than 1% during the 20-year affordability period, and until such time as the loan is fully repaid.

- The HOME loan is to be repaid from residual receipts, to be defined in the HOME Program written funding agreement, with the balance due and owing on a date to be specified in the HOME Program written agreement and debt instruments. Developer will have the right to prepay the loan in full at any time without penalty.

The City's obligation to provide the HOME Loan to the Project is subject to the following conditions:

1. Submission of any additional supporting documentation and any subsequent information or documentation requested by the City in connection with the funding application, and subject to complete review, final underwriting and final approval by the City.

2. Execution of a HOME Program funding contract between the City, as designated HUD 'participating jurisdiction' and the Developer, that more specifically describes the number and location of HOME-assisted units and authorizes the disbursement of the HOME Loan proceeds to the Developer for construction of specified housing units at the Project.

3. Compliance with the HOME Program and applicable federal regulations set forth in 24 CFR Part 92 (as amended by the 2013 HOME Final Rule) and 24 CFR Part 983.

4. Compliance with and completion of environmental review and public comment period of the Project pursuant to the U.S. Environmental Protection Agency, HUD, and the National Environmental Protection Act ("NEPA") and approval thereof.

5. Receipt and review of Subsidy Layering Review approval from the Kansas Housing Resources Corporation by virtue of its issuance of Low Income Housing Tax Credits.

6. Determination of the number and location of designated HOME-assisted units at the Project which shall be restricted to 'HOME Rents,' as defined by HUD.

7. All Housing Units at the Project must pass Uniform Physical Condition Standards (UPCS) or the traditional Housing Quality Standards (HQS) at the completion of construction, as required by applicable HUD regulations, specifically including the HOME Program regulations as amended by the 2013 HOME Final Rule, with a Certificate of Occupancy to be issued by the Metropolitan Area Building and Construction Department.

8. The HOME Program funding contract shall provide that each of the following conditions precedent shall be met prior to the disbursement of any portion of the HOME Loan:

    a. All building permits shall have been issued and the City shall have issued by the Metropolitan Area Building and Construction Department stating that building permits are ready to issue, subject only to payment of fees.

    b. Developer shall have secured all necessary, primary financing and funding for the construction and operation of the Project. Such financing and funding shall be sufficient to pay all Project development costs, through lease-up, as set forth in a final budget consistent with the approved Pro Forma (or as otherwise approved by the City). Developer must provide copies of all financing agreements entered into in connection with the Project, for review and approval by the City.

    c. Developer shall have provided evidence to the City that Developer has obtained insurance policies and certificates or endorsements therefor acceptable to the City, as described in the agreement, reflecting the City as mortgagee.

    d. Developer shall have provided construction security in favor of the City, which may include a completion guarantee and/or a letter of credit and/or performance bonds from the general contractor for the Project (or some combination of these), in an amount sufficient to ensure the Project will be completed and placed in service within the time set forth in the Project schedule approved by the City.

    e. Developer shall submit and obtain City approval of the construction contract, Developer's operating agreement for the limited liability company entity to be formed to own and operate the Project, any other related documents as deemed

necessary by the City, and management, marketing and tenant selection plans for the Project.

f. Execution of a HOME Regulatory Agreement, which shall be filed of record with the Sedgwick County Register of Deeds, securing a deed restriction for all sites for HOME-assisted units.

g. Tenant relocation plan and copies of all agreements entered into for the purpose compliance with The Uniform Relocation Act.

h. Proposed schedule of construction, reconstruction or rehabilitation acceptable to the City. Such schedule shall form the basis for written monthly progress reports appropriate to keep the City apprised of the progress of the project. Such schedule may be amended from time to time by the consent of the City.

i. During construction, Developer shall cause demolition, construction, reconstruction or rehabilitation in a workman-like manner, free of any defects, in accordance with the plans and specifications approved by the City and the Metropolitan Area Building and Construction Department, in accordance with all applicable building codes, laws, and regulations, including the HUD Section 504 handicapped accessibility standards, Americans With Disabilities Act, and all environmental laws, particularly those related to HUD and OSHA standards.

j. Construction budget to be approved by the City, which must include cost specifications for the HOME-assisted units, as well as common area costs attributable to the HOME-assisted units. The cost of the specific HOME-assisted units must be tracked through construction.

k. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City.

l. The City and its agents designated by the City shall, at all times have the right during the development of the project and construction, reconstruction or rehabilitation at all sites, have the right of entry and free access to such sites and all parts thereof, and the right to inspect all work completed, labor performed, and materials furnished in or about the project and all records relative to all payments made in connection with the Project.

m. Developer agrees to forever indemnify, release, and hold the City harmless from the date of start of construction, reconstruction or rehabilitation against all liabilities, claims, judgments, costs penalties, fines, causes of action, and expenses suffered by, incurred by, or assessed against the City whether incurred by actions of any governmental agency or entity, by any private claimant or by Developer's

own actions necessary to remediate the respective sites or as the result of the presence, disturbance, discharge, release, removal, or clean-up of any hazardous materials upon the site or under the site.

9. The City's obligation to provide the HOME Loan is and shall remain subject to all covenants, conditions, and restrictions set forth by the City, and in particular the analysis of the available funding sources and development and operating costs of the Project and the overall economic feasibility of the Project.

In addition to the foregoing, notwithstanding any statement set forth in this letter or provisions of the City, the Developer and City agree and acknowledge that this letter will not constitute a commitment of federal funds, and that such commitment of funds may occur only upon satisfactory completion of environmental review and receipt by the City, as applicable, of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. Developer and City will further agree in the HOME Program funding contract that the provision of any federal funds to the Project is and shall be conditioned on the City's determination to proceed with, modify or cancel the HOME Program funding contract based on the results of a subsequent NEPA environmental review and the outcome of the Subsidy Layering Review and final underwriting.

Developer and City are further prohibited from undertaking or committing any federal funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance; Developer and City understand that the violation of this provision may result in the denial of any federal funds under the HOME Program funding contract.

Should you have any questions or require additional information, please contact Mark Stanberry, Community Investments Manager, by email at mstanberry@wichita.gov.

Sincerely,

Sally Stang, Director
Housing & Community Services Department

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Ordinance Amending Chapter 2.10 of the Code of the City of Wichita Pertaining to the Wichita Citizen's Review Board

INITIATED BY: City Manager's Office

AGENDA: New Business

Recommendation: Declare an emergency and adopt the ordinance on first reading and authorize all necessary signatures.

Background: The Wichita Citizen's Review Board was formed to assist the Wichita Police Department with outreach opportunities, to review racial and other biased-based policies, advise on policy development and practices as well as to review post discipline findings of Professional Standards Bureau investigations upon request of the Chief of Police or the Board.

Currently, the Board has 11 members who are appointed by the City Manager.

Analysis: A number of changes to the Citizen's Review Board's composition and procedures have been requested by the Board and citizen groups. The proposed amendments give the Mayor and the City Council authority to appoint seven members of the 13-member Board. The remaining six members will continue to be appointed by the City Manager. Terms of the Board are revised to be consistent with other board appointments. Members of the Board will serve two-year terms with no members serving more than four consecutive full terms.

The procedural changes will allow the individual who made the initial complaint to Professional Standards to be notified of the Board's review of the complaint and will have the opportunity to attend the Board's meeting to provide information regarding the complaint. The amendments also allow the Board to receive a discipline summary of the officer, who is the subject of the discipline being reviewed, and would allow the Board to issue a written report regarding its review.

Financial Considerations: None.

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

Recommendations/Actions: It is recommended that the City Council, declare an Emergency and adopt the ordinance on first reading and authorize the necessary signatures.

Attachments: Declaration of Emergency, Clean and Delineated Ordinances.

Org. No. _____ 03/01/2022

First Published in *The Wichita Eagle* on _____

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 2.10.030, 2.10.040, 2.10.050 AND 2.10.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE WICHITA CITIZEN'S REVIEW BOARD.

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

SECTION 1. Section 2.10.030 of the Code of the City of Wichita is hereby amended to read as follows:

"Specific duties of the Wichita Citizen's Review Board.

The Wichita Citizen's Review Board shall:

1. Assist the Police Department with community outreach opportunities.

2. Advise the Police Department about community concerns.

3. Receive annual reports regarding racial and other biased-based policies from the Wichita Police Department.

4. Serve as the Community Advisory Board, as set forth in K.S.A. 22-4611b, to assist the City of Wichita and its police department in policy development, education, community outreach and communications related to racial and other biased-based policing.

5. Review existing police department policies, procedures, and practices when necessary.

6. Review post discipline findings of an official Professional Standards Bureau Investigation of misconduct by law enforcement officers upon request of the Chief of Police or the Board. The Board may issue a written report of the Board's findings and recommendations of such review of a Professional Standards investigation."

SECTION 2. Section 2.10.040 of the Code of the City of Wichita is hereby amended to read as follows:

"Membership.

a. The Board shall consist of ~~no more than~~ thirteen (13) members. ~~appointed by the City Manager;~~ The Mayor and City Council will appoint seven members. Six members will be appointed by the City Manager. Members shall be residents of the City of Wichita.

b. Membership of the Board will reflect the diversity of the residents of the City of Wichita, including ethnicity, race, gender, religion, sexual orientation, socio-economic, age, and residency.

c. Board members selected should be individuals with an interest or experience in police and/or community relations."

SECTION 3. Section 2.10.050 of the Code of the City of Wichita is hereby amended to read as follows:

"Terms of office. Members of the Wichita Citizen's Review Board shall serve ~~four~~ two year terms. Removal.

a. Members of the Board shall serve a term of ~~four~~ two years. ~~In order to establish staggered terms, appointments shall begin January 1, 2018 and will include five members for a four-year term, four members for a three-year term, and four~~

~~members for a two-year term. Thereafter, all members shall be appointed for a four-year term.~~ All Board appointments shall begin on April 1st of each year. Except as set forth below, ~~N~~no member shall serve more than ~~two~~ four consecutive full terms. Any individual serving as an appointed board member, on the date of passage of these amendments, shall continue to serve until a successor has been duly appointed and qualified. Such individuals shall be eligible for re-appointment of no more than two additional two year terms. Members shall be notified in writing as to whether they will be reappointed to the Board.

b. In the event a vacancy occurs or the individual no longer meets the eligibility requirements during the term of any member, the City Manager, Mayor or City Council Member may appoint a successor to serve the unexpired term. A successor appointed to complete an unexpired term shall be eligible to serve up to ~~two~~ four consecutive terms in addition to the unexpired term. Members appointed by the Mayor or City Council will be replaced by the Mayor or City Council. Members appointed by the City Manager will be replaced by the City Manager.

c. A member may be removed ~~by the City Manager~~ from the Board for the following reasons:

1. No longer meets the eligibility requirements described in Section 2.10.045;

2. Misses more than ~~two~~ three consecutive ~~(2)~~ (3) board meetings or fifty percent of board meetings in a twelve (12) month period;

3. Fails to attend ~~or~~ and complete racial profile training, KOMA and KORA training, and the Wichita Police Department's Citizens Police Academy within the times specified in Section 2.10.045;

4. Does not pass the criminal background check in accordance with the criteria set forth in Section 2.10.045 of the Code of the City of Wichita;

5. Fails to comply with and abide by the terms of the confidentiality agreement for board membership.

Members appointed by the Mayor and City Council shall be subject to removal by the Mayor or City Council. Members appointed by the City Manager shall be subject to removal by the City Manager."

SECTION 4. Section 2.10.090 of the Code of the City of Wichita is hereby amended to read as follows:

"Review of post discipline or administrative matters.

a. In addition to the responsibilities set forth in this Chapter, the Board may review, at the request of the Chief of Police or the Board, cases of misconduct of Wichita Police Department personnel investigated by Professional Standards Bureau. Only cases which are post discipline may be reviewed. Review shall not be heard until all pending case(s) and any applicable appeals, grievances or other review of the incident have been concluded. A request by the Board to review post discipline findings must be made no later than one year from the date the discipline was imposed or completion of the investigation by Professional Standards. The Board, in executive session, shall be provided the disciplinary summary of any

officer(s) involved in a complaint reviewed by the Board. Personal identifiers of the officers will be redacted.

b. Review of post discipline or administrative matters heard by the Board shall be considered to be the review of personnel matters. Disciplinary action is a confidential personnel matter and will not be revealed to the public. Pursuant to K.S.A 75-4319(b)(1), the review of these matters will not be open to the public.

c. The Board shall establish all necessary procedures to implement the review of post discipline matters brought before them~~. Including~~ Included within these procedures will be notification to all applicable police personnel involved in the review in accordance with the Police Department Procedure Manual. The individual making the initial complaint to the Professional Standards Bureau shall be notified of the Board's review of PSB findings and may address the Board during the executive session portion of the meeting when the Board is reviewing the matter. Such individual will not be allowed to attend the Board's deliberation or discussion of the complaint while in executive session. A copy of any written decision or findings made by the Board after its review will be provided to the complainant. All police reports, videos, interviews or other investigative files submitted to the Board for review shall have the personal identifiers of all involved citizens, witnesses and officers redacted.

d. The Board's review will be for the purpose of reviewing any applicable administrative regulations and advising the Chief of Police on practices and training relevant to issues or concerns uncovered as part of the investigation.

e. All deliberations of the Board will be confidential. Following such deliberations, the Board may issue a written report regarding its findings and recommendations." The report shall not name the officer or officers involved in the Professional Standard's Investigation.

The individual bringing the initial PSB complaint, Chief of Police, Professional Standards Bureau, City Manager and any involved personnel will be notified in writing of the Board's decision and receive a copy of any written report issued by the Board."

SECTION 5. The originals of Sections 2.10.030, 2.10.040, 2.10.050 and 2.10.090 are hereby repealed.

SECTION 6. 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 _____, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

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, BRANDON WHIPPLE, 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*, APRIL 5, 2022 of an ordinance entitled:

ORDINANCE NO. 51-729

ORDINANCE AMENDING CHAPTER 2.10 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO THE WICHITA CITIZEN'S REVIEW BOARD

The general nature of such emergency is that, immediate amendments to the ordinances are necessary to ensure that the City's Review Board has, in a timely manner, all necessary information to review serious recent allegations of misconduct by law enforcement officers.

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 this 5th day of April, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña
City Attorney and Director of Law

Org. No. _____

First Published in *The Wichita Eagle* on April 8, 2022

ORDINANCE NO. 51-729

AN ORDINANCE AMENDING SECTIONS 2.10.030, 2.10.040, 2.10.050 AND 2.10.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE WICHITA CITIZEN'S REVIEW BOARD.

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

SECTION 1. Section 2.10.030 of the Code of the City of Wichita is hereby amended to read as follows:

"Specific duties of the Wichita Citizen's Review Board.

The Wichita Citizen's Review Board shall:

1. Assist the Police Department with community outreach opportunities.

2. Advise the Police Department about community concerns.

3. Receive annual reports regarding racial and other biased-based policies from the Wichita Police Department.

4. Serve as the Community Advisory Board, as set forth in K.S.A. 22-4611b, to assist the City of Wichita and its police department in policy development, education, community outreach and communications related to racial and other biased-based policing.

5. Review existing police department policies, procedures, and practices when necessary.

6. Review post discipline findings of an official Professional Standards Bureau Investigation of misconduct by law enforcement officers upon request of the Chief of Police or the Board. The Board may issue a written report of the Board's findings and recommendations of such review of a Professional Standards investigation."

SECTION 2. Section 2.10.040 of the Code of the City of Wichita is hereby amended to read as follows:

"Membership.

a. The Board shall consist of thirteen (13) members. The Mayor and City Council will appoint seven members. Six members will be appointed by the City Manager. Members shall be residents of the City of Wichita.

b. Membership of the Board will reflect the diversity of the residents of the City of Wichita, including ethnicity, race, gender, religion, sexual orientation, socio-economic, age, and residency.

c. Board members selected should be individuals with an interest or experience in police and/or community relations."

SECTION 3. Section 2.10.050 of the Code of the City of Wichita is hereby amended to read as follows:

"Terms of office. Members of the Wichita Citizen's Review Board shall serve two-year terms. Removal.

a. Members of the Board shall serve a term of two years. All Board appointments shall begin on April 1st of each year. Except as set forth below, no member shall serve more than four consecutive full terms. Any individual serving as an appointed board member, on the date of passage of these amendments, shall

continue to serve until a successor has been duly appointed and qualified. Such individuals shall be eligible for re-appointment of no more than two additional two-year terms. Members shall be notified in writing as to whether they will be reappointed to the Board.

b. In the event a vacancy occurs or the individual no longer meets the eligibility requirements during the term of any member, the City Manager, Mayor or City Council Member may appoint a successor to serve the unexpired term. A successor appointed to complete an unexpired term shall be eligible to serve up to four consecutive terms in addition to the unexpired term. Members appointed by the Mayor or City Council will be replaced by the Mayor or City Council. Members appointed by the City Manager will be replaced by the City Manager.

c. A member may be removed from the Board for the following reasons:

1. No longer meets the eligibility requirements described in Section 2.10.045;
2. Misses more than three consecutive (3) board meetings or fifty percent of board meetings in a twelve (12) month period;
3. Fails to attend and complete racial profile training, KOMA and KORA training, and the Wichita Police Department's Citizens Police Academy within the times specified in Section 2.10.045;
4. Does not pass the criminal background check in accordance with the criteria set forth in Section 2.10.045 of the Code of the City of Wichita;
5. Fails to comply with and abide by the terms of the confidentiality agreement for board membership.

Members appointed by the Mayor and City Council shall be subject to removal by the Mayor or City Council. Members appointed by the City Manager shall be subject to removal by the City Manager."

SECTION 4. Section 2.10.090 of the Code of the City of Wichita is hereby amended to read as follows:

"Review of post discipline or administrative matters.

a. In addition to the responsibilities set forth in this Chapter, the Board may review, at the request of the Chief of Police or the Board, cases of misconduct of Wichita Police Department personnel investigated by Professional Standards Bureau. Only cases which are post discipline may be reviewed. Review shall not be heard until all pending case(s) and any applicable appeals, grievances or other review of the incident have been concluded. A request by the Board to review post discipline findings must be made no later than one year from the date the discipline was imposed or completion of the investigation by Professional Standards. The Board, in executive session, shall be provided the disciplinary summary of any officer(s) involved in a complaint reviewed by the Board. Personal identifiers of the officers will be redacted.

b. Review of post discipline or administrative matters heard by the Board shall be considered to be the review of personnel matters. Disciplinary action is a confidential personnel matter and will not be revealed to the public. Pursuant to K.S.A 75-4319(b)(1), the review of these matters will not be open to the public.

c. The Board shall establish all necessary procedures to implement the review of post discipline matters brought before them. Included within these procedures

will be notification to all applicable police personnel involved in the review in accordance with the Police Department Procedure Manual. The individual making the initial complaint to the Professional Standards Bureau shall be notified of the Board's review of PSB findings and may address the Board during the executive session portion of the meeting when the Board is reviewing the matter. Such individual will not be allowed to attend the Board's deliberation or discussion of the complaint while in executive session. A copy of any written decision or findings made by the Board after its review will be provided to the complainant. All police reports, videos, interviews, or other investigative files submitted to the Board for review shall have the personal identifiers of all involved citizens, witnesses and officers redacted.

d. The Board's review will be for the purpose of reviewing any applicable administrative regulations and advising the Chief of Police on practices and training relevant to issues or concerns uncovered as part of the investigation.

e. All deliberations of the Board will be confidential. Following such deliberations, the Board may issue a written report regarding its findings and recommendations. The report shall not name the officer or officers involved in the Professional Standard's Investigation.

The individual bringing the initial PSB complaint, Chief of Police, Professional Standards Bureau, City Manager and any involved personnel will be notified in writing of the Board's decision and receive a copy of any written report issued by the Board."

SECTION 5. The originals of Sections 2.10.030, 2.10.040, 2.10.050 and 2.10.090 are hereby repealed.

SECTION 6. 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 5th day of April, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: CON2021-00065: Conditional Use for Night Club in the City on Property Zoned LC Limited Commercial; Located One-Half Mile West of North Oliver Avenue, on the North Side of East 13th Street North (3906 East 13th Street North). (District I)

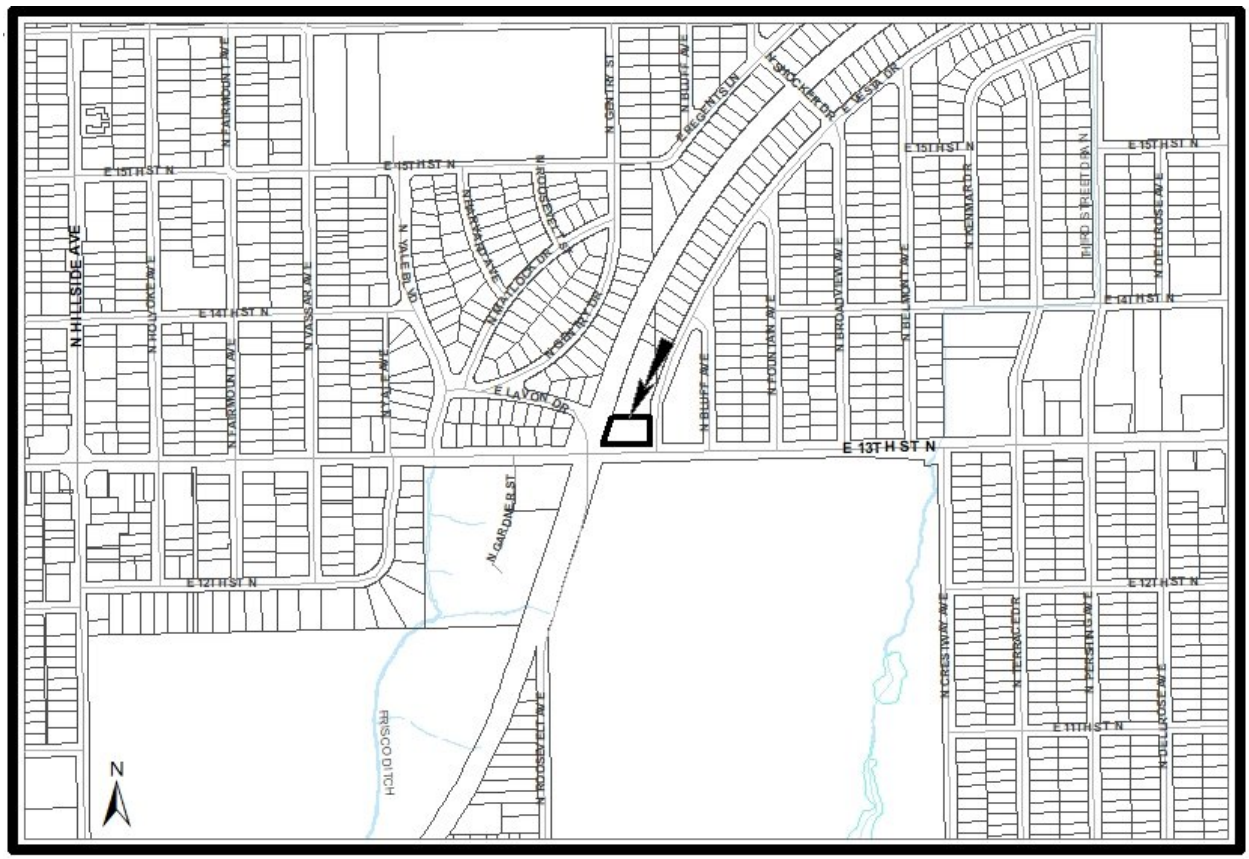
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: Deny (7-3).

MAPD Staff Recommendation: Approve, subject to conditions.

DAB I Recommendation: Approve (5-2), subject to conditions.



Background: The applicant is requesting a Conditional Use to allow a Nightclub in the City on property zoned LC Limited Commercial. The subject site is generally located one-half mile west of North Oliver Avenue, on the north side of East 13th Street North (3906 East 13th Street North). The subject site is developed with a multi-tenant commercial building built in 1950 and a parking lot. The Nightclub in the City use would be limited to the portion of the building that previously housed Cedar Saloon (denoted on the attached site plan).

The Wichita-Sedgwick County Unified Zoning Code (UZC) defines a "Nightclub in the City" (Art. II.Sec. II-B.9.b) as an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food.

In the LC Limited Commercial zoning district, a Nightclub in the City requires a Conditional Use approval when located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning district (per Supplementary Use Regulations in Section III-D.6.w of the UZC). The subject site is located roughly 170 feet from the residential zoning to the west and roughly 80 feet from the public MacDonald Golf Course to the south.

This proposed Conditional Use would permit outdoor service of food and drink as an accessory operation of the establishment. The Nightclub in the City proposed on the subject site shall conform to the Supplementary Use Regulations in Section III-D.6.w of the UZC, stated below:

1. No additional parking spaces or restroom facilities need be provided for the initial 16 occupants to be served in the outdoor area, but parking and restroom facilities shall be provided to full Code requirements for the portions of the permitted occupant load exceed 16 persons.
2. No noise generated in conjunction with the outdoor use shall exceed a sound level of five decibels as measured on the "A" scale of a sound pressure level meter over the normal background noise that is discernible at any property line of the Lot within 1,000 feet that has a residential zoning classification. Normal background noise shall be established by taking the average of 10 sound level readings in any 10 minute period.
3. The outdoor area shall be screened from ground level view from any residential-zoned property within 150 feet of the outdoor area, by screening in accordance with the requirements of Section IV-B.
4. If lighting facilities are provided, the intensity of light and arrangements of reflectors shall be such as not to interfere with residential uses. The lighting shall be in compliance with the lighting requirements of Section IV-B.4.
5. The outdoor use shall be designed and maintained in compliance with all other licenses, regulations, and requirements of the fire, health, and building codes, including requirements for emergency access to or from any barriers that limit ingress or egress.

Parking for the multi-tenant commercial building is located primarily to the south and in front of the building. There appears to be roughly 30 parking spaces. The parking standard for Nightclub in the City is one space for every two occupants. Assuming the rest of the commercial spaces in the building are vacant, the Nightclub in the City use would be limited to a capacity of 60 occupants due to the amount of parking available on the site.

Due to the existing property being developed for commercial uses, screening is required along the west property line adjacent to residential zoning. An existing wooden fence serves as this screening. The fence appears to be located on City property, but does not belong to the City.

Property to the north of the subject property is zoned LC Limited Commercial and is vacant. Property to the south of the subject property, across East 13th Street, is zoned PUD Planned Unit Development and is developed as the public MacDonald Golf Course. Property to the east of the subject property, across East Vesta Drive, is zoned LC Limited Commercial and is developed with a multi-tenant commercial building. Property to the west of the subject property, across the Redbud Trail and East Lavon Drive, is zoned a

mix of TF-3 Two-Family Residential and SF-5 Single-Family Residential. These properties are developed with a mix of single and two-family dwellings.

On January 20, 2022, the Metropolitan Area Planning Commission (MAPC) deferred the application to the February 17, 2022, MAPC meeting (9-3). The purpose of this deferral was to allow time for the applicant to more clearly define what they were seeking with this application and for the case to be reheard at DAB 1 on February 7, 2022.

Following the January 20, 2022, MAPC meeting, the applicant reiterated that they do not have specific plans for the space. The applicant would like the ability to lease out the space and/or operate the space themselves. The applicant would like the ability for the space to be operated as a bar with entertainment and/or as an event center with alcohol. Both uses would be classified as a Nightclub in the City.

Analysis: On January 18, 2022, the District Advisory Board (DAB) I reviewed the request and recommended denial of the application (5-0). Members of the public spoke at this public hearing voicing opposition to this request.

On January 20, 2022, the Metropolitan Area Planning Commission (MAPC) deferred the application to the February 17, 2022, MAPC meeting (9-3). The purpose of this deferral was to allow time for the applicant to more clearly define what they were seeking with this application and for the case to be reheard at DAB 1 on February 7, 2022. One member of the public spoke at the hearing voicing opposition to this request.

On February 7, 2022, the District Advisory Board (DAB) I reviewed the request and recommended approval of the application (5-2) per the following conditions:

1. Relocate the wooden fence located along the western side of the subject property so that it is not infringing on City property, or provide a survey that shows the fence is located on the subject property.
2. The Nightclub in the City shall adhere to the Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code.
3. Outdoor entertainment, including outdoor speakers, is prohibited on the site.
4. If the Zoning Administrator finds that there is a violation of any of the conditions of the conditional use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the conditional use is null and void.

On February 17, 2022, the Metropolitan Area Planning Commission (MAPC) recommended denial of the application (7-3). No member of the public spoke at this hearing.

No protest petitions were filed against this case.

On March 3, 2022, an appeal of the MAPC decision was filed by the applicant. That appeal is attached to this report.

Adopting the findings of the MAPC and denying the requested Conditional Use can be approved with a simple majority vote (4 of 7 votes). The request can be approved with the conditions recommended by DAB 1 with a two-thirds vote (5 of 7 votes). The request can be returned to MAPC with a simple majority vote (4 of 7 votes).

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and deny the requested Conditional Use (requires 4 of 7 votes).

Alternatives:
1) Approve the requested Conditional Use with the conditions recommended by DAB 1 (requires 5 of 7 votes); or
2) Return the case to MAPC for additional consideration (requires 4 of 7 votes)

Attachments:

1. Supporting Documents
2. January 20, 2022 MAPC Minutes
3. February 17, 2022 MAPC Minutes
4. January 18, 2022 DAB I Report
5. February 7, 2022 DAB I Report
6. Applicant's Appeal
7. Resolution

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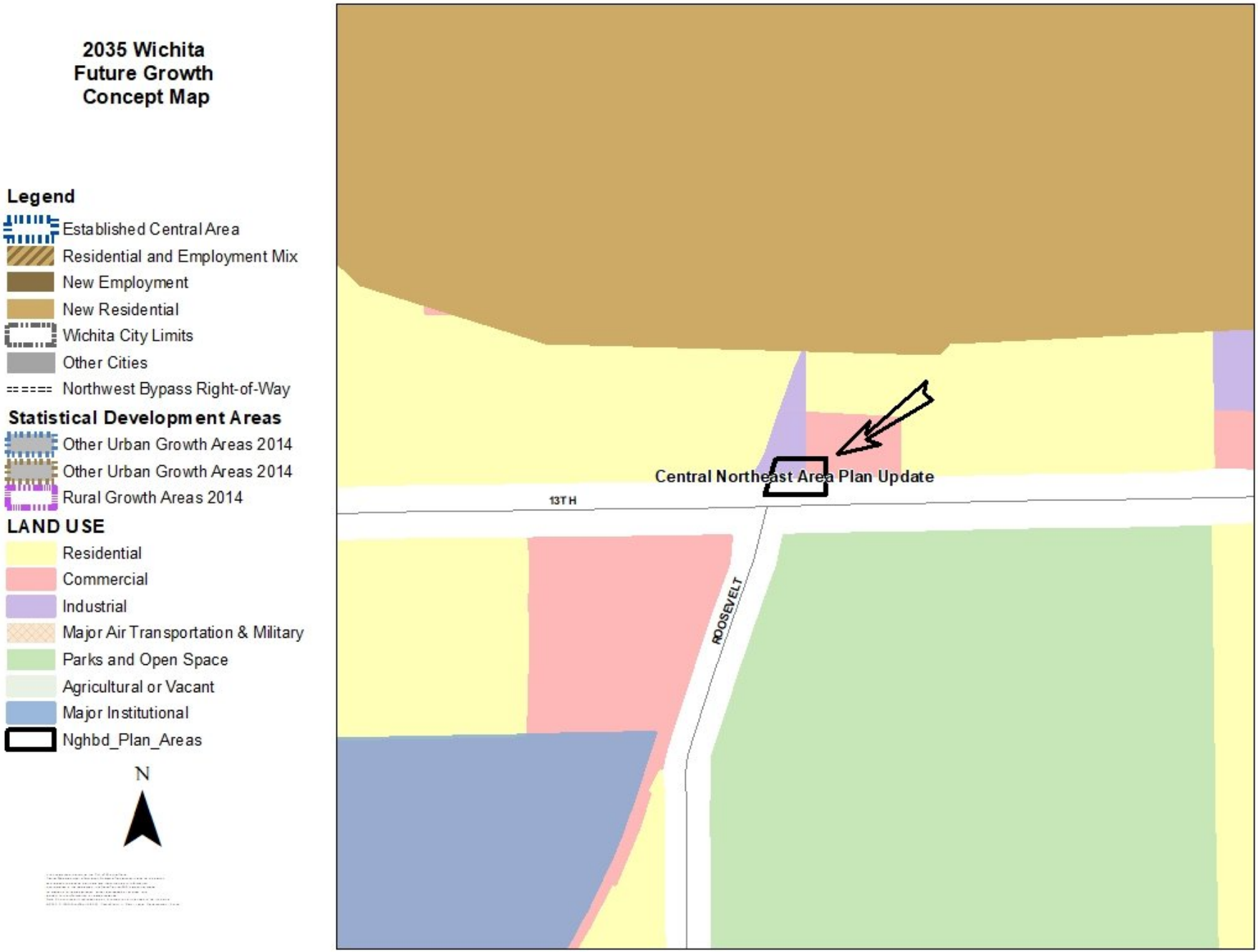
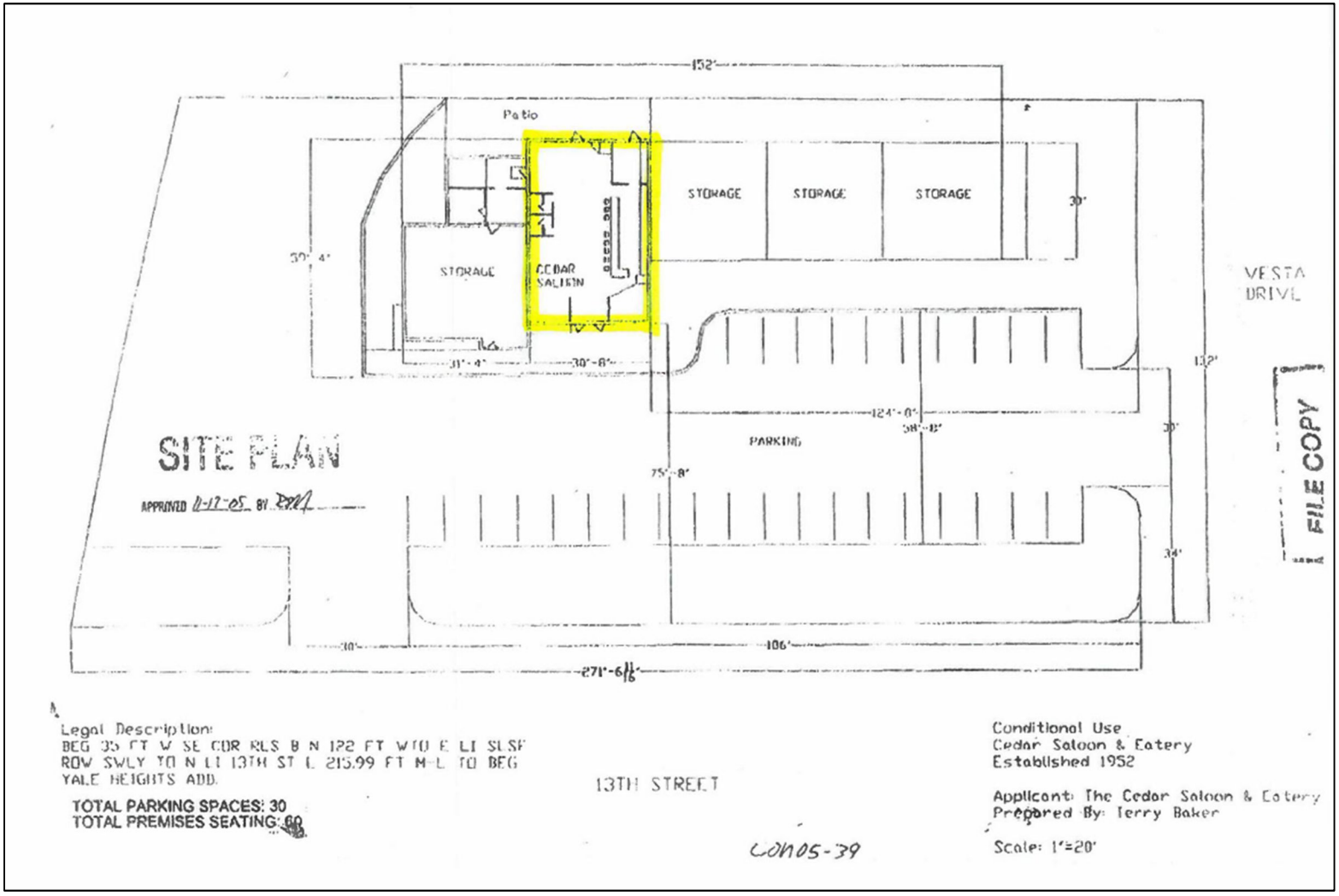
E VESTA DR
N YALE BLVD
N WASSAR AVE
N MATLOCK DR
N GENTRY DR
E LAVON DR
N FOUNTAIN AVE
N BROADVIEW AVE
N BELMONT AVE
N KENMAR DR
THIRD STREET DR N
N DELROSE AVE
N OLIVER AVE
N LORRAINE AVE
N HOLYOKE AVE
N FAIRMOUNT AVE
N YALE AVE
N CRESTWAY AVE
N TERRACE DR
N PERSHING AVE
N DELROSE AVE
N HILLSIDE AVE
N ROOSEVELT AVE
E ONEIDA AVE

2035 Wichita Future Growth Concept Map




152'
Patio
STORAGE
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STORAGE
30'
30'-4"
STORAGE
CEDAR SALOON
VESTA DRIVE
31'-4"
30'-8"
132'
124'-0"
38'-8"
30'
PARKING
75'-8"
34'
10'
106'
271'-6 11/16"
SITE PLAN
APPROVED 4-12-05 BY
FILE COPY
Legal Description:
BEG 35 FT W SE COR RLS B N 122 FT W TO E LI SLSF
ROW SWLY TO N LI 13TH ST E 215.99 FT M-L TO BEG
YALE HEIGHTS ADD.
TOTAL PARKING SPACES: 30
TOTAL PREMISES SEATING: 60
13TH STREET
CONDS-39
Conditional Use
Cedar Saloon & Eatery
Established 1952
Applicant: The Cedar Saloon & Eatery
Prepared By: Terry Baker
Scale: 1"=20'

Looking north at site

South of site

East of site

North of site

Redbud trail west of site

Site looking east

Homes west of site

APPLICANT APPEAL OF A DECISION
OF THE METROPOLITAN AREA PLANNING COMMISSION ("MAPC")*

*This is **not** a protest petition form. This appeal form should be filed with the Wichita-Sedgwick County Metropolitan Area Planning Director at 271 W. 3rd Street, Suite 201, Wichita, KS 67202.

Case No. CON2021-00065

Date of MAPC Hearing: 3/3/22

Basis for Appeal:

1. State the reason(s) you feel you did not get a fair hearing or did not get a chance to be heard:
I feel like I did not get a fair hearing because there was information at the first meeting that I did not get access to because I did not receive the location of the meeting. Also I feel like it was not fair because it was based on a bar and I am not asking to open a bar, just a entertainment license.

2. State what additional information you now have that you think would have had a significant impact on the case and why that information was not available to you at the time of the hearing:
I was never informed that I had to reach out to the neighborhood about opening the establishment.

3. State any basis of your appeal, including any reason(s) why you believe you are an aggrieved person:
My appeal is based on the fact that I have been denied an entertainment license due to crimes & dangers based on a previous establishment. I believe my denial was based solely on this information. I am not asking to open a bar, I am just asking for a entertainment establishment license that would allow tenants to have options such as a hookah lounge, comedy club, daiquiri shop, event center, etc. I am not asking for a bar.

Stanley Davis

Signature

Stanley Davis

Printed Name

303-355-0522

Phone or Email

For Office Use Only:
Date Submitted 3/3/2022
Received By MW

EXERPT MINUTES FOR JANUARY 20, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

4.2 CON2021-00065: City Conditional Use for Entertainment Establishment (defined as "Night Club in the City") on property zoned LC Limited Commercial; located one-half mile west of North Oliver Avenue, on the North side of East 13th Street North (3906 East 13th Street North).

A tract of land described as: Beginning 35 feet West of the Southeast corner of Reserve B as platted in Yale Heights Addition to Wichita, Sedgwick County, Kansas; thence North parallel to the East line of said Reserve B, 122 feet; thence West parallel to the North line of 13th Street to the Easterly right-of-way line of the St. Louis and San Francisco Railway; thence in a Southwesterly direction along said right-of-way to the North line of 13th Street as platted in Yale Heights Addition to Wichita; thence East 215.99 feet, more or less, to the point of beginning.

BACKGROUND: The applicant is requesting a Conditional Use to allow a Nightclub in the City on property zoned LC Limited Commercial. The subject site is generally located one-half mile west of North Oliver Avenue, on the north side of East 13th Street North (3906 East 13th Street North). The subject site is developed with a multi-tenant commercial building built in 1950 and a parking lot. The applicant intends to operate a Nightclub in the City in the portion of the building that previously housed Cedar Saloon (denoted on the attached site plan).

The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines a "Nightclub in the City" (Art. II.Sec. II-B.9.b) as an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food.

In the LC Limited Commercial zoning district, a Nightclub in the City requires a Conditional Use approval when located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning district (per Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code). The subject site is located roughly 170 feet from the residential zoning to the west and roughly 80 feet from the public MacDonald Golf Course to the south.

This proposed Conditional Use would permit outdoor service of food and drink as an accessory operation of the establishment. The Nightclub in the City proposed on the subject site shall conform to the Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code, stated below:

1. No additional parking spaces or restroom facilities need be provided for the initial 16 occupants to be served in the outdoor area, but parking and restroom facilities shall be provided to full Code requirements for the portions of the permitted occupant load exceed 16 persons.
2. No noise generated in conjunction with the outdoor use shall exceed a sound level of five decibels as measured on the "A" scale of a sound pressure level meter over the normal background noise that is discernible at any property line of the Lot within 1,000 feet that has a residential zoning classification. Normal background noise shall be established by taking the average of ten sound level readings in any ten minute period.
3. The outdoor area shall be screened from ground level view from any residential-zoned property within 150 feet of the outdoor area, by screening in accordance with the requirements of Section IV-B.
4. If lighting facilities are provided, the intensity of light and arrangements of reflectors shall be such as not to interfere with residential uses. The lighting shall be in compliance with the lighting requirements of Section IV-B.4.
5. The outdoor use shall be designed and maintained in compliance with all other licenses, regulations, and requirements of the fire, health, and building codes, including requirements

for emergency access to or from any barriers that limit ingress or egress.

Parking for the multi-tenant commercial building is located primarily to the south and in front of the building. There appears to be roughly 30 parking spaces. The parking standard for Nightclub in the City is one space for every two occupants. Assuming the rest of the commercial spaces in the building are vacant, the Nightclub in the City use would be limited to a capacity of 60 occupants due to the amount of parking available on the site.

Due to the existing property being developed for commercial uses, screening is required along the west property line adjacent to residential zoning. An existing wooden fence serves as this screening.

Property to the north of the subject property is zoned LC Limited Commercial and is vacant. Property to the south of the subject property, across East 13th Street, is zoned PUD Planned Unit Development and is developed as the public MacDonald Golf Course. Property to the east of the subject property, across East Vesta Drive, is zoned LC Limited Commercial and is developed with a multi-tenant commercial building. Property to the west of the subject property, across the Redbud Trail and East Lavon Drive, is zoneda mix of TF-3 Two-Family Residential and SF-5 Single-Family Residential. These properties are developed with a mix of single and two-family dwellings.

CASE HISTORY: On February 12, 1942, the property was platted as Reserve B, Yale Heights Addition. On October 6, 2005, the property was granted a Conditional Use to allow a Tavern or Drinking Establishment (CON2005-00039).

ADJACENT ZONING AND LAND USE:

North:	LC	Vacant
South:	PUD	Golf Course
East:	LC	Commercial
West:	TF-3/SF-5	Residential

PUBLIC SERVICES: The property has direct access to East 13th Street North, a 5-lane paved arterial with an 80-foot right-of-way and sidewalks. The property also has direct access to East Vesta Street, a paved local street with a 55-foot right-of-way and sidewalks. All municipal services are available to be extended to the site for development. All municipal services are in place and can accommodate the required services to the site.

CONFORMANCE TO PLANS/POLICIES: The requested zoning would continue to allow the property to be in conformance with plans and policies.

The Community Investments Plan: The requested Conditional Use aligns with the goals of the Community Investment Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for Industrial/Commercial. The Commercial category is described as follows: "Encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality."

Central Northeast Area Plan: The requested Conditional Use aligns with the priorities of the Central Northeast Area Plan. The Plan includes as a priority to "retain and attract new businesses and jobs." The requested Conditional Use would allow for a new business and new jobs.

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development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."

- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested Conditional Use aligns with Strategy 1, "Create walkable destinations that support various neighborhood environments in the ECA." The small-scale commercial and Nightclub in the City use will provide a walkable destination for the neighborhoods around it. The requested Conditional Use also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed Conditional Use would allow for the redevelopment of the property and a new use in the area.
- Current Condition: The subject property is located within an area identified as an "area of opportunity." The Places for People Plan defines areas of opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern and a lack of walkable places and facilities. These areas need strategic investment, both public, and private, to assist in redefining and reinvigorating the area. Areas of opportunity also require capacity-building at the neighborhood level to accommodate redevelopment that is beneficial to the neighborhood and its residents."
- Nodal Development Pattern: The Places for People Plan recommends a nodal development pattern that creates a critical mass at the center of a Node and transitions in scale and intensity as uses shift from commercial to residential. The subject property falls within the Edge of the 13th and Hillside Community Core. While the plan does not recommend small-scale commercial buildings as being appropriate for the Edge of a Community Core, commercial uses are expected along arterial roads.

RECOMMENDATION: Based upon the information available at the time the report was prepared, staff recommends the Conditional Use be **APPROVED** subject to the following conditions:

1. Nightclub in the City shall adhere to Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code.
2. Outdoor entertainment, including outdoor speakers, is prohibited on the site.
3. The applicant shall provide an updated site plan that clearly denotes where the Nightclub in the City use will be taking place.
4. If the Zoning Administrator finds that there is a violation of any of the conditions of the conditional use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the conditional use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property to the north of the subject property is zoned LC Limited Commercial and is vacant. Property to the south of the subject property, across East 13th Street, is zoned PUD Planned Unit Development and is developed as the public MacDonald Golf Course. Property to the east of the subject property, across East Vesta Drive, is zoned LC Limited Commercial and is developed with a multi-tenant commercial building. Property to the west of the subject property, across the Redbud Trail and East Lavon Drive, is zoned a mix of TF-3 Two-Family Residential and SF-5 Single-Family Residential. These properties are developed with a mix of single and two-family dwellings.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LC Limited Commercial and has a previously approved Conditional Use to permit a Tavern or Drinking Establishment. The subject property could be redeveloped with a number of commercial uses as is. This Conditional Use would allow entertainment in conjunction with alcohol sales on the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The property is zoned LC Limited Commercial and has a previously approved Conditional Use to permit a Tavern or Drinking Establishment. This Conditional Use would allow entertainment in conjunction with alcohol sales on the site. The public golf course across East 13th Street North should not be detrimentally affected by this Conditional Use. There are four residential properties located within 300 feet of the subject property. These four residences are buffered from the subject property by East Lavon Drive, the Redbud Trail, and a solid screening fence along the western property line of the subject property. Outdoor entertainment is recommended to be prohibited. These buffer elements and the restriction on outdoor entertainment should help mitigate detrimental effects to the nearby residences.

4. Length of time the property has remained vacant as currently zoned: The applicant believes that the portion of the building that will house the Nightclub in the City, a space formerly occupied by the Cedar Saloon, has been vacant for roughly eight years.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested zoning would continue to allow the property to be in conformance with plans and policies.

The Community Investments Plan: The requested Conditional Use aligns with the goals of the Community Investment Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for Industrial/Commercial. The Commercial category is described as follows: "Encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality."

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- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested Conditional Use aligns with Strategy 1, "Create walkable destinations that support various neighborhood environments in the ECA." The small-scale commercial and Nightclub in the City use will provide a walkable destination for the neighborhoods around it. The requested Conditional Use also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed Conditional Use would allow for the redevelopment of the property and a new use in the area.
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6. Impact of the proposed development on community facilities: Staff expect that there will be minimal impact on public roads and services.

MATT WILLIAMS, PLANNING STAFF: Presented the staff report.

HARTMAN: Is the entire building under ownership?

WILLIAMS: Yes, it seems like the property is under ownership of one person.

GREENE: Back in the day, there was a bar that was on the north side of that building, on the east side of Vesta. Is there still an establishment there or has that moved out?

WILLIAMS: When I went to take photos, there was a sign up for a bar there, but it doesn't look like anything is there now. There's not a past conditional use case on that property for a nightclub in the city.

GREENE: I know the west side end of this site was a bar back when I was in college.

STANLEY DAVIS, 2875 NEWPORT STREET, DENVER, COLORADO, APPLICANT: I bought it three years ago and have put money into it, trying to get it established.

B. JOHNSON: Are you agreeable with staff comments?

DAVIS: Yes, I agree.

HARTMAN: Capacity of 60?

DAVIS: I agree to limit the capacity of 60. The other side is used for storage right now, but eventually I would like to open up that side too.

FOX: The reason the conditional use is needed is because of the proximity of the residential area across from the Red Bud Trail. Can you tell me how you will manage the property? Will there be security? How will you control the number of people? What are your plans?

DAVIS: There is a privacy fence on the property line. There are other businesses on the site. If needed, I will provide security in the future.

LAVONTA WILLIAMS, 3928 VESTA DRIVE: I do appreciate what Mr. Davis has done with the strip mall. However, as we look at an influx of people on the site with different definition of fun, this will bring an increase of crime and noise. There seems to be a discrepancy on the number of parking spaces. This will cause an increase of street parking. What are the days and hours of operation? You will be able to hear the music and the noise all the way down the block. I wish we would have been able to speak with Mr. Davis as a neighborhood association. What is the age of patrons going to this night club? We are concerned about trash, noise, and hours of operation.

Security is very important. Security has to be there. Even when security is there, such as a situation downtown where security took a person out of a club and they were able to retrieve a weapon and come back. We lost a life there. As a neighborhood association, we have worked with former businesses that as they left that their site were not to be replaced with night clubs. We have been successful. The bike path next to this property is a huge asset to the community. The neighborhood and community around it have elderly and we want to keep them safe. This is a very quiet community. We want to keep it this way. We ask for him to respect the neighborhood and community. Neighborhoods and night clubs do not mix well.

FOX: The applicant was not at the DAB and the DAB was opposed, correct?

L WILLIAMS: That is correct.

DAVIS: I have been watching the facility for the past 20 years. It has been closed for the majority of the time. I want to improve the site. I am concerned about security as well. This won't be a club for young people who will make a lot of noise. This will be a small family bar.

FOX: What will be the hours and days of operation and the age of patrons?

DAVIS: I still live in Denver and I am not willing to move back to Wichita. I anticipate them to be older folks. It will likely not be open to 2am. I am not sure what the days of the week will be. I won't know until I am open. I want to open a tavern that will have some options.

GREENE: Are you seeing this more as a bar, or more as an entertainment venue?

DAVIS: I was advised that I am limited in what I have now, so I am trying to rezone it to give me more options. It won't be an everyday thing.

FLORENCE moved to deny, and **BLICK** seconded the motion.

GREENE: I initially didn't have a problem with it becoming a bar because it was one in the past. I think Mr. Davis is asking for an entertainment venue. I don't get the impression that he is looking to have a night club as we would typically think as one. It may be a venue that can be rented out for special events.

GREEN MADE A MOTION TO A SUBSTITUTION MOTION TO APPROVE.

MILES: I am concerned that what you have mentioned is not what he talked about. We have been asked to approve a night club in the city. For this reason, I cannot support approving it.

FOSTER: Do you intend to rent this out as an entertainment venue? Do you intend to have a manager to run the place as a bar?

DAVIS: I intend to have the ability to rent it out. It would have security if needed. The building has been run down.

FOSTER: So you do not have definite plans on how it will be operated?

DAVIS: No, I do not.

MILES: If the intention is not to use it as a night club in the city, then why was the application filed?

JR COX, ZONING ADMINISTRATOR: Under our current code, if there is entertainment and alcohol, it has to be defined as a night club in the city, even if it is an Event Center. If it is an Event Center, there is still a 200 foot distance requirement from residential development.

B JOHNSON: Until we change the definition, this is going to be a night club.

WADLE: If this application is approved, can they operate as a bar with alcohol with entertainment?

COX: Yes.

FOSTER SECONDED THE SUBSTITUTE MOTION TO APPROVE.

FOSTER: This comes down to a matter of trust. This building is zoned commercial. It is designed to be a bar. I don't think we can deny this conditional use based on the fears of the neighborhood of what might happen.

FLORENCE: This will become a shooting gallery. Past history will tell you that. It may be legal, but it is not right.

WADLE: We received additional information from the applicant today about how he intends to operate it. The Commission could defer it to give time for staff to confer with the applicant to determine if there are more appropriate conditions needed related to an event center.

There was a discussion on the procedure of how to handle multiple substitute motions

> **MOTION:** To defer to the February 17, 2022 MAPC per the second substitute motion.
>
> **J. JOHNSON** moved, **FOX** seconded the motion, and it carried (9-3), opposed by **B. JOHNSON, DOOL and MILES.**

EXERPT MINUTES FOR FEBRUARY 17, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

4.1 CON2021-00065: *(Deferred from 01-20-2022)* City Conditional Use for Entertainment Establishment (defined as "Night Club in the City") on property zoned LC Limited Commercial; located one-half mile west of North Oliver Avenue, on the North side of East 13th Street North (3906 East 13th Street North). (District I)

A tract of land described as: Beginning 35 feet West of the Southeast corner of Reserve B as platted in Yale Heights Addition to Wichita, Sedgwick County, Kansas; thence North parallel to the East line of said Reserve B, 122 feet; thence West parallel to the North line of 13th Street to the Easterly right-of-way line of the St. Louis and San Francisco Railway; thence in a Southwesterly direction along said right-of-way to the North line of 13th Street as platted in Yale Heights Addition to Wichita; thence East 215.99 feet, more or less, to the point of beginning.

BACKGROUND: The applicant is requesting a Conditional Use to allow a Nightclub in the City on property zoned LC Limited Commercial. The subject site is generally located one-half mile west of North Oliver Avenue, on the north side of East 13th Street North (3906 East 13th Street North). The subject site is developed with a multi-tenant commercial building built in 1950 and a parking lot. The Nightclub in the City use would be limited to the portion of the building that previously housed Cedar Saloon (denoted on the attached site plan).

The Wichita-Sedgwick County Unified Zoning Code ("UZC") defines a "Nightclub in the City" (Art. II.Sec. II-B.9.b) as an establishment located in the City that provides entertainment, which may include the provision of dancing by employees or patrons, and where cereal malt beverage or alcoholic liquor are offered, consumed or served to the public or its members, and which may or may not serve food.

In the LC Limited Commercial zoning district, a Nightclub in the City requires a Conditional Use approval when located within 300 feet of a Church or Place of Worship, public Park, public or parochial School or residential zoning district (per Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code). The subject site is located roughly 170 feet from the residential zoning to the west and roughly 80 feet from the public MacDonald Golf Course to the south.

This proposed Conditional Use would permit outdoor service of food and drink as an accessory operation of the establishment. The Nightclub in the City proposed on the subject site shall conform to the Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code, stated below:

1. No additional parking spaces or restroom facilities need be provided for the initial 16 occupants to be served in the outdoor area, but parking and restroom facilities shall be provided to full Code requirements for the portions of the permitted occupant load exceed 16 persons.
2. No noise generated in conjunction with the outdoor use shall exceed a sound level of five decibels as measured on the "A" scale of a sound pressure level meter over the normal background noise that is discernible at any property line of the Lot within 1,000 feet that has a residential zoning classification. Normal background noise shall be established by taking the average of ten sound level readings in any ten minute period.
3. The outdoor area shall be screened from ground level view from any residential-zoned property within 150 feet of the outdoor area, by screening in accordance with the requirements of Section IV-B.
4. If lighting facilities are provided, the intensity of light and arrangements of reflectors shall be such as not to interfere with residential uses. The lighting shall be in compliance with the lighting

requirements of Section IV-B.4.

5. The outdoor use shall be designed and maintained in compliance with all other licenses, regulations, and requirements of the fire, health, and building codes, including requirements for emergency access to or from any barriers that limit ingress or egress.

Parking for the multi-tenant commercial building is located primarily to the south and in front of the building. There appears to be roughly 30 parking spaces. The parking standard for Nightclub in the City is one space for every two occupants. Assuming the rest of the commercial spaces in the building are vacant, the Nightclub in the City use would be limited to a capacity of 60 occupants due to the amount of parking available on the site.

Due to the existing property being developed for commercial uses, screening is required along the west property line adjacent to residential zoning. An existing wooden fence serves as this screening. The fence appears to be located on City property, but does not belong to the City.

Property to the north of the subject property is zoned LC Limited Commercial and is vacant. Property to the south of the subject property, across East 13th Street, is zoned PUD Planned Unit Development and is developed as the public MacDonald Golf Course. Property to the east of the subject property, across East Vesta Drive, is zoned LC Limited Commercial and is developed with a multi-tenant commercial building. Property to the west of the subject property, across the Redbud Trail and East Lavon Drive, is zoned a mix of TF-3 Two-Family Residential and SF-5 Single-Family Residential. These properties are developed with a mix of single and two-family dwellings.

On January 18, 2022, DAB I voted (5-0) to deny the application. Comments from the DAB included:

- The applicant was not present at the DAB 1 meeting;
- The applicant had not reached out to the neighborhood about the project;
- There was not enough information about the applicant's plan;
- There have been nightclubs in the area in the past that brought crime and dangers to the neighborhood.

On January 20, 2022, the Metropolitan Area Planning Commission (MAPC) deferred the application to the February 17, 2022 MAPC meeting (9-3). The purpose of this deferral was to allow time for the applicant to more clearly define what they were seeking with this application and for the case to be reheard at DAB 1 on February 7, 2022.

Following the January 20, 2022 MAPC meeting, the applicant reiterated that they do not have specific plans for the space. The applicant would like the ability to lease out the space and/or operate the space themselves. The applicant would like the ability for the space to be operated as a bar with entertainment and/or as an event center with alcohol. Both uses would be classified as a Nightclub in the City.

CASE HISTORY: On February 12, 1942, the property was platted as Reserve B, Yale Heights Addition. On October 6, 2005, the property was granted a Conditional Use to allow a Tavern or Drinking Establishment (CON2005-00039).

ADJACENT ZONING AND LAND USE:

North:	LC	Vacant
South:	PUD	Golf Course

East:	LC	Commercial
West:	TF-3/SF-5	Residential

PUBLIC SERVICES: The property has direct access to East 13th Street North, a 5-lane paved arterial with an 80-foot right-of-way and sidewalks. The property also has direct access to East Vesta Street, a paved local street with a 55-foot right-of-way and sidewalks. All municipal services are available to be extended to the site for development. All municipal services are in place and can accommodate the required services to the site.

CONFORMANCE TO PLANS/POLICIES: The requested zoning would continue to allow the property to be in conformance with plans and policies.

The Community Investments Plan: The requested Conditional Use aligns with the goals of the Community Investment Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for Industrial/Commercial. The Commercial category is described as follows: "Encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality."

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- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested Conditional Use aligns with Strategy 1, "Create walkable destinations that support various neighborhood environments in the ECA." The small-scale commercial and Nightclub in the City use will provide a walkable destination for the neighborhoods around it. The requested Conditional Use also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed Conditional Use would allow for the redevelopment of the property and a new use in the area.
- Current Condition: The subject property is located within an area identified as an "area of opportunity." The Places for People Plan defines areas of opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern and a lack of walkable places and facilities. These areas need strategic investment, both public, and private, to assist in redefining and reinvigorating the area. Areas of opportunity also require capacity-building at the neighborhood level to accommodate redevelopment that is beneficial to the neighborhood and its residents."
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RECOMMENDATION: Based upon the information available at the time the report was prepared, staff recommends the Conditional Use be **APPROVED** subject to the following conditions:

1. Relocate the wooden fence located along the western side of the subject property so that it is not infringing on City property, or provide a survey that shows the fence is located on the subject property.
2. The Nightclub in the City use shall cease operations by 10:00 p.m.; provided, said uses may operate until 12:00 a.m. on Friday and Saturday nights.
3. The Nightclub in the City shall adhere to the Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code.
4. Outdoor entertainment, including outdoor speakers, is prohibited on the site.
5. If the Zoning Administrator finds that there is a violation of any of the conditions of the conditional use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the conditional use is null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property to the north of the subject property is zoned LC Limited Commercial and is vacant. Property to the south of the subject property, across East 13th Street, is zoned PUD Planned Unit Development and is developed as the public MacDonald Golf Course. Property to the east of the subject property, across East Vesta Drive, is zoned LC Limited Commercial and is developed with a multi-tenant commercial building. Property to the west of the subject property, across the Redbud Trail and East Lavon Drive, is zoned a mix of TF-3 Two-Family Residential and SF-5 Single-Family Residential. These properties are developed with a mix of single and two-family dwellings.

2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned LC Limited Commercial and has a previously approved Conditional Use to permit a Tavern or Drinking Establishment. The subject property could be redeveloped with a number of commercial uses as is. This Conditional Use would allow entertainment in conjunction with alcohol sales on the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The property is zoned LC Limited Commercial and has a previously approved Conditional Use to permit a Tavern or Drinking Establishment. This Conditional Use would allow entertainment in conjunction with alcohol sales on the site. The public golf course across East 13th Street North should not be detrimentally affected by this Conditional Use. There are four residential properties located within 300 feet of the subject property. These four residences are buffered from the subject property by East Lavon Drive, the Redbud Trail, and a solid screening fence along the western property line of the subject property. Outdoor entertainment is recommended to be prohibited. Operations are recommended to cease by 10:00 p.m. on weekdays and 12:00 a.m. on weekends. These buffer elements, restriction on outdoor entertainment, and limited hours should help mitigate detrimental effects to the nearby residences.

4. Length of time the property has remained vacant as currently zoned: The applicant believes that the portion of the building that will house the Nightclub in the City, a space formerly occupied by the Cedar Saloon, has been vacant for roughly eight years.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The requested zoning would continue to allow the property to be in conformance with plans and policies.

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6. Impact of the proposed development on community facilities: Staff expect that there will be minimal impact on public roads and services.

MATT WILLIAMS, PLANNING STAFF: Presented the staff report.

GREENE: I am glad that item 2 of the conditions has been removed by the DAB since there are night clubs all over the City that can operate without those restrictions.

WILLIAMS: To clarify, Staff recommendation is to include those time limit restrictions.

WARREN: Can we impose an age restriction?

WILLIAMS: I discussed this with legal and they said that we cannot impose this restriction. This would have to be a restriction imposed by the property owner.

CUNNINGHAM: Has the new owner agreed to these conditions?

WILLIAMS: The applicant can address this when it is his turn to speak.

STANLEY DAVIS, 2875 NEWPORT STREET, DENVER, COLORADO, APPLICANT: I agree to the condition about the fence as I've been maintaining it, but I do not agree to the condition on the time restrictions. **The audio of the applicant was cutting in and out and it was difficult to understand all of his comments**

SCOTT WADLE, PLANNING DIRECTOR: What I understand that the applicant is in agreement to move the fence, but is not in agreement with the time constraints.

FLORENCE: Has the applicant discussed more details about security on the property?

DAVIS: I will contact the authorities and provide security if I need it.

WARREN: Is it a part of the staff recommendations to not allow outdoor patio service?

WILLIAMS: The condition we have only talks about outdoor entertainment or outdoor speakers.

FOSTER: I motion to approve per staff recommendations with the exception of Item 2.

GREENE: I second the motion.

WADLE: Hours of operation are set by the City Code and set to 2:00 am every day.

FLORENCE: I cannot support this. This will just become a shooting gallery. There is a night club 200 feet to the east and there have been numerous homicides there. It has been a problem that has prevailed in this area. Pay attention in the future to the stories you'll hear about of homicides at this location.

FOX: This is a tough one for me because of the density of the residential area. With the size of the homes, people tend to use their outdoor spaces more. There is a little bit of separation, but not much. There is a large history of crime in this area. This could be mitigated by security and the property owner. I could support the motion because it meets out zoning requirements, but it needs some monitoring down the road for the safety of the neighbors.

FOSTER: I would point out, it is my understanding, that this is a bar and it's going to continue to be a bar – all were voting on is whether they can have live entertainment.

B. JOHNSON: You're right, and that's why I would support it.

> **MOTION:** To approve subject to staff recommendation excluding Item 2, which is the hours or time limits.
>
> **FOSTER** moved, **GREENE** seconded the motion, and it failed (4-6), **FOX, DOOL, MILES, FLORENCE and CUNNINGHAM** opposed.
>
> **SUBSTUTION MOTION:** To deny.

FOX moved, and **FLORENCE** seconded the motion, and it carried (7-3), **B. JOHNSON, GREENE and FOSTER opposed.**

City Council
District 1
CITY OF WICHITA

Interoffice Memorandum

To: MAPC/City Council

From: Tasha Hayes

Subject: CON2021-00065

Date: January 18, 2022

On January 18, 2022 the District 1 Advisory Board considered a request on behalf of Stanley Davis DBA Lil Bull LLC. The applicant is requesting a Conditional Use to allow a Nightclub in the City on property zoned LC Limited Commercial. The subject site is generally located one-half mile west of North Oliver Avenue, on the north side of East 13th Street North (3906 East 13th Street North). The subject site is developed with a multi-tenant commercial building built in 1950 and a parking lot. The Nightclub in the City use would be limited to the portion of the building that previously housed Cedar Saloon (denoted on the attached site plan).

There were 5 DAB members and 9 members of the public in attendance. The agent was in attendance during the DAB meeting.

DAB and members of the public asked and made the following summarized questions and comments:

C (DAB): Did the residents receive a notice regarding this case?

A (MAPD- Matt Williams): A notice should have been sent out a couple weeks ago.

C (Public): I live rather close to that area and I have not received any information. I have not heard of any hours for the business. It would be nice if the applicant would speak to the neighborhood. We have had several issues in the area and there is an ordinance that restricts night clubs from opening up in neighborhoods. Again, we have not received any information in the neighborhood that I am aware of.

A (MAPD- Matt Williams): I am not aware of any special ordinance that this is not complying with. We do not have any proposed hours from the application although that is something that can be put into the conditions. The mail notices should have went out 200 feet from business. I can check on that tomorrow.

C (Public): If you can verify that notices were sent out, I would appreciate that. I know there is something across the street that is similar. There was a lot of discussion before that establishments was opened. Thirty parking spaces is not adequate for that type of establishment.

A (MAPD- Matt Williams): The requirements would be one space for every two occupants. So they would be limited to 60 occupants.

C (Public): It is strange that we would approve it and we do not have those details. Who is the person that oversees that there are enough parking staff for the amount of people that are in there? Does someone go to the club every Friday and Saturday night to check and see how many people are in there? I just know that this is not something the neighborhood wants or needs. People are concerned about gun shots and loud music due to past tenants we have had issue with. The Launchpad, a facility for youth is in that area. We have to look how close in proximity business are that cater to different populations. I would ask for the opportunity to have a meeting with the applicant. I am sure the neighbors would appreciate that as well.

C (DAB): We also have to keep in mind that there is a bike trail behind that establishment. Where families and students from WSU frequent. That is something we should consider of as well.

C (Public): The alcohol use is a concern as well.

Action Taken: Motion made by **Lawanda DeShazer** and seconded by **Naquela Pack** to **DENY** staff's recommendation. Motion to **DENY PASSED** 5-0-0. (Note: DAB members would like to defer this case if possible for more information from applicant)

Respectfully submitted,
Tasha Hayes, District 1 Community Services Representative

City Council District 1
CITY OF WICHITA

Interoffice Memorandum

To: MAPC/City Council

From: Tasha Hayes

Subject: CON2021-00065

Date: February 7, 2022

On February 7, 2022 the District 1 Advisory Board considered a request on behalf of Stanley Davis DBA Lil Bull LLC. The applicant is requesting a Conditional Use to allow a Nightclub in the City on property zoned LC Limited Commercial. The subject site is generally located one-half mile west of North Oliver Avenue, on the north side of East 13th Street North (3906 East 13th Street North). The subject site is developed with a multi-tenant commercial building built in 1950 and a parking lot. The Nightclub in the City use would be limited to the portion of the building that previously housed Cedar Saloon (denoted on the attached site plan).

There were seven DAB members and six members of the public in attendance. The applicant was not in attendance during the DAB meeting.

DAB and members of the public asked and made the following summarized questions and comments:

Q (DAB): The applicant is not there in person? And I do not see him online?

A (Philip Zevenbergen): Correct, he is not here.

Q (DAB): I watched the MAPC and saw that it got the deferral. Lavonta spoke at the MAPC meeting. The MAPC was kind of pushing back due to our resistance to approve the application. We deferred not just because the zoning type, but to allow the applicant to engage with the neighborhood and provide more information. At the last DAB meeting we asked how many homes were actually notified because of where the building sits I'm not sure how many residents are within 200 feet. The applicant was contradictory at the MAPC meeting. He does not live here and does not sound like he plans to spend much of his time in Wichita. I was hoping the applicant would be here tonight to provide more information. Can you tell me how many homes were notified? Our biggest concern is that the neighborhood is not aware and he has not engaged with the surrounding area.

A (Philip Zevenbergen): I apologize, I do not have that information. I would have come with that information if I knew that was a questions at the last DAB meeting. I agree, that radius does not reach a lot of homes in that area. Signs were placed on the property for neighbors to call and inquire about it. We did follow our standard notification procedures, but I do not have that exact number.

Q (DAB): Did anyone from the neighborhood provide comments about the application?

A (Philip Zevenbergen): I believe so. Some have spoke with my colleague as Tex stated. Lavonta Williams spoke at the DAB meeting and the MAPC.

Q (DAB): This is actually in my area. I know a lot about this property. The applicant purchased the property and has been renovating it. He is doing good things with the property. He does not live here and he goes back and forth to Denver. He is actually a really good landlord. He takes good care of his properties. He plans to renovate the property and tell it. He would like to change the zoning in case someone does decide to put a nightclub. He has brought the property a long way. I thought it was already zoning for nightlife since the Cedar was in that space.

A (Philip Zevenbergen): The Cedar was considered a bar. We see it a lot when investors want to come in and cast a wide net with their property. He wants to make sure the space will be suitable for whomever may come to purchase the property the zoning is already done.

Q (DAB): I spoke with a handful of residents and business owners in the area of this location. They are concerned that they have not been contacted by the application. Noise and parking are also concerns that I heard. A business owner has two spots in the area next to it is concerned with parking. Another comment I received is that there is a venue on the other side that serves the same purpose. Who will regulate these concerns?

Q (DAB): I will not say that because it is a nightclub it is automatically going to bring crime. There is a valid concern that the application will not be hands-on. If he gets the zoning approval who will actually be running the nightclub and what type of establishment it turn into. I believe there are concerns parking and security. Who will actually be managing and overseeing this business.

C (DAB): Another person I spoke with worked at the business that was previously in this location. They stated they were always over capacity and had issues with parking. The business owner next door has concerns with the parking overflowing into their parking area.

C (DAB): Most of the time when that building is occupied the times of business operations do not conflict with the other businesses in the area. I can understand parking may be an issue with the neighbors because people are going to park on the street. I feel that we have to careful how we restrict people trying to develop businesses. We understand the danger, but the people that are trying to open these businesses are trying to crease resources. We do not want to restrict people. I do not want to keep things from happening that could be good because we are scared. We are tired of abandoned buildings in our area.

Q (DAB): Does he own the entire building?

A (DAB): Yes, he owns the whole building.

Q (DAB): What time does a bar close?

A (Philip Zevenbergen): Per City code, bars are to close at 2am.

Q (DAB): He is almost better keeping it as a bar or an event center.

A (Philip Zevenbergen): We has this discussion internally. Entertainment has to stop at midnight but the alcohol can be served until 2am. He has the ability to serve alcohol there. If he wants to have music and alcohol at the same time he would need to change the zoning.

Q (DAB): I think safety is the biggest concern and cars parked on the street. It is going to be a bar anyway. It can stay open until 2am anyway. How do we make sure the people in that area stay safe?

C (DAB): I am not sure how much of a difference it will make if the bar can stay open until 2am. Will the volume the music is being played make a difference?

C (DAB): Regardless of the time, the interactions can be difference with or without music.

C (DAB): I respect the property rights of the owner. But I also respect the property rights of the neighbors. It could be like the Airbnb situation in Crown Heights last year. They were out of compliance and a situation still happened. It takes one instance at one of these events to fulfill the stereotype. I would like more feedback on how we should form a motion here.

C (DAB): I feel like the intention of setting the hour restriction would give the neighborhood a little relief.

C (DAB): I don't feel like those time restrictions are fair because that is when people are starting to show up.

C (DAB): I support the time restrictions. But who is regulating that. How will the neighbors know the time restriction? How long has he owned the property?

A (DAB): I think he took it over in 2018 or 2019. The Cedar survived in this building for decades. The way the building sits, there really aren't any neighbors. The owner of the lot behind the building will not sale the lot.

C (DAB): I don't think the difference maker for violence is live music.

C (DAB): We wouldn't put restrictions if this business was somewhere else.

C (DAB): Should we put a restriction in place to require security?

C (DAB): I don't think so. I don't think that's fair.

Q (DAB): What is the age restrictions?

A (DAB): I believe it is 18 to enter and 21 to drink.

C (DAB): The application stated at the MAPC meeting that he was looking to create a place for older people.

Action Taken: Motion made by **Seth Windsor** and seconded by **Leslie "Les" Davis** to ***APPROVE*** the application subject to the following recommended 5 conditions:

1. Relocate the wooden fence located along the western side of the subject property so that it is not infringing on City property, or provide a survey that shows the fence is located on the subject property.
2. The Nightclub in the City shall adhere to the Supplementary Use Regulations in Section III-D.6.w of the Unified Zoning Code.

3. Outdoor entertainment, including outdoor speakers, is prohibited on the site.
4. If the Zoning Administrator finds that there is a violation of any of the conditions of the conditional use, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the conditional use is null and void.

Motion to ***APPROVE*** Passed 5-2-0.

Respectfully submitted,
Tasha Hayes, District 1 Community Services Representative

(Published in the Wichita Eagle on April 8, 2022)

Resolution No. 22-101

A RESOLUTION APPROVING CON2021-00065 AUTHORIZING A NIGHT CLUB IN THE CITY, ON APPROXIMATELY 0.58 ACRES ZONED LC LIMITED COMMERCIAL, LOCATED ONE-HALF MILE WEST OF NORTH OLIVER, ON THE NORTH SIDE OF EAST 13TH STREET (3906 EAST 13TH STREET NORTH), IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-D, AS ADOPTED BY ORDINANCE NO. 44-975 AS AMENDED.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS:

SECTION 1. That after receiving a recommendation from the Wichita-Sedgwick County Metropolitan Area Planning Commission, and after said Planning Commission has given proper notice and held a public hearing as provided by law, and under authority granted by Section V-D of the Wichita-Sedgwick County Unified Zoning Code, for a Conditional Use to allow a Night Club in the City on property zoned Limited Commercial (LC), generally located one-half mile west of North Oliver Avenue, on the north side of East 13th Street North (3906 East 13th Street North), and legally described as:

> A tract of land described as: Beginning 35 feet West of the Southeast corner of Reserve B as platted in Yale Heights Addition to Wichita, Sedgwick County, Kansas; thence North parallel to the East line of said Reserve B, 122 feet; thence West parallel to the North line of 13th Street to the Easterly right-of-way line of the St. Louis and San Francisco Railway; thence in a Southwesterly direction along said right-of-way to the North line of 13th Street as platted in Yale Heights Addition to Wichita; thence East 215.99 feet, more or less, to the point of beginning.

WHEREAS, proper notice as required by the Unified Zoning Code and by the policy of the Metropolitan Area Planning Commission (hereinafter referred to as MAPC) has been given; and

WHEREAS, the MAPC did, at the meeting of February 17, 2022, consider said application; and

WHEREAS, the MAPC has authority to permit a Conditional Use, subject to any special conditions deemed appropriate in order to assure full compliance with the criteria of the Unified Zoning Code.

NOW, THEREFORE, BE IT RESOLVED by the Wichita City Council that this application is approved for a Conditional to allow a Night Club in the City on property zoned Limited Commercial (LC), generally located one-half mile west of North Oliver Avenue, on the north side of East 13th Street North (3906 East 13th Street North), and legally described as:

> A tract of land described as: Beginning 35 feet West of the Southeast corner of Reserve B as platted in Yale Heights Addition to Wichita, Sedgwick County, Kansas; thence North parallel to the East line of said Reserve B, 122 feet; thence West parallel to the North line of 13th Street to the Easterly right-of-way line of the St. Louis and San Francisco Railway; thence in a Southwesterly direction along said right-of-way to the North line of 13th Street as platted in Yale Heights Addition to Wichita; thence East 215.99 feet, more or less, to the point of beginning.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. No additional parking spaces or restroom facilities need be provided for the initial 16 occupants to be served in

the outdoor area, but parking and restroom facilities shall be provided to full Code requirements for the portions of the permitted occupant load exceed 16 persons.

2. No noise generated in conjunction with the outdoor use shall exceed a sound level of five decibels as measured on the "A" scale of a sound pressure level meter over the normal background noise that is discernible at any property line of the Lot within 1,000 feet that has a residential zoning classification. Normal background noise shall be established by taking the average of ten sound level readings in any ten minute period.
3. The outdoor area shall be screened from ground level view from any residential-zoned property within 150 feet of the outdoor area, by screening in accordance with the requirements of Section IV-B.
4. If lighting facilities are provided, the intensity of light and arrangements of reflectors shall be such as not to interfere with residential uses. The lighting shall be in compliance with the lighting requirements of Section IV-B.4.
5. The outdoor use shall be designed and maintained in compliance with all other licenses, regulations, and requirements of the fire, health, and building codes, including requirements for emergency access to or from any barriers that limit ingress or egress.

SECTION 2. That upon the taking effect of this Resolution, the notation of such Conditional Use permit shall be shown on the "Official Zoning District Map" on file in the office of the Planning Director of the Wichita-Sedgwick County Metropolitan Area Planning Department.

SECTION 3. That this Resolution shall take effect and be in force from and after its adoption by the Governing Body.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this 5th day of April, 2022.

CITY OF WICHITA

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Jennifer Magaña,
City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: ZON2022-000007 – Zone Change Request from TF-3 Two-Family Residential to MF-29 Multi-Family Residential for Redevelopment on Property; Generally Located Within One-Half Mile North of West 13th Street North and One Block East of North Waco Avenue, 1641 N. Fairview (District VI)

INITIATED BY: Metropolitan Area Planning Department

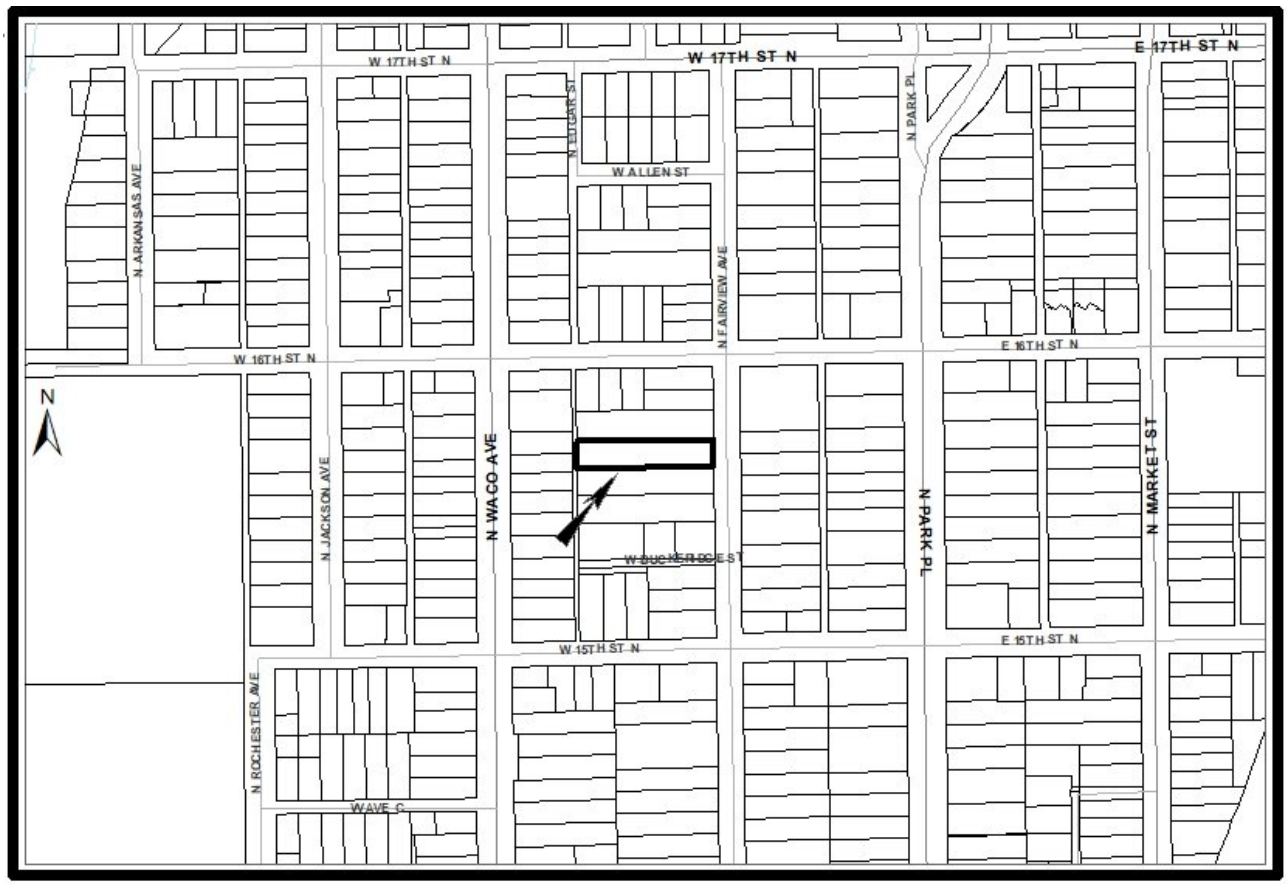
AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve MF-18 Multi-Family Residential zoning (7-4).

MAPD Staff Recommendations: Approve.

DAB VI Recommendations: Deny (7-0).

Historic Preservation Board Recommendations: Deny (5-0).



BACKGROUND: The applicant requests MF-29 Multi-Family Residential zoning on 0.42 platted acres generally located within one-half mile north of West 13th Street North and one block east of North Waco Avenue (1641 North Fairview). The subject site is currently zoned TF-3 Two-Family Residential and is developed with two buildings and a parking area. The buildings date back to 1930 and have previously been split into a total of six Dwelling Units.

The applicant desires to remodel and add-on to the existing Dwelling Units. The total number of Dwelling Units for the site has not been decided. A site plan depicting a potential scenario for the rear building has been included in this staff report. That plan depicts the rear building being renovated to include six dwelling units. The MF-29 Multi-Family Residential zoning district has a minimum lot area of 1,500 square feet per Dwelling Unit for Multi-Family. The subject zoning lot is 18,295 square feet and would allow for a total of 12 Dwelling Units if rezoned to MF-29 Multi-Family Residential. Rezoning the lot to MF-29 Multi-Family Residential would bring the property into zoning compliance and would allow for a maximum of six additional Dwelling Units.

The parking requirement for multi-family is 1.25 spaces per one-bedroom Dwelling Units, and 1.75 spaces per two-bedroom or larger Dwelling Units. The applicant intends to provide off-street parking in the rear of the property. The parking area will have access to North Fairview Avenue via an existing drive along the south property line and via the existing alley to the west of the property.

The property is located within the Park Place-Fairview Historic District. The Wichita Historic Preservation Board will need to review designs prior to the issuance of building permits on this remodel/addition.

The properties north, south, east, and west of the subject property are zoned TF-3 Two-Family Residential and are developed with single-family dwellings. There is a church located to the northeast of the subject property. There are multiple properties zoned MF-29 Multi-Family Residential on the block to the north and on the block to the south.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of multi-family properties when abutting or across a street or alley from residential zoning districts. An existing wooden fence acts as screening on the south and west sides of the property. Solid screening will need to be provided along the north side of the property. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback.

Analysis: On March 3, 2022, the Metropolitan Area Planning Commission (MAPC) recommended approval of MF-18 Multi-Family Residential zoning (7-4). Multiple neighborhood residents spoke in opposition to the request at this public hearing. Minutes from this meeting are attached.

On March 7, 2022, District Advisory Board (DAB) VI recommended denial of the application (7-0). Multiple neighborhood residents spoke in opposition to the request at this public hearing. A report from this meeting is attached.

On March 14, 2022, the Historic Preservation Board requested a brief explanation of the cases and voted to recommend denial of the application (5-0) to City Council. Draft minutes from this meeting are attached.

Valid protest petitions have been received for the requested zoning change (40.04%).

Adopting the findings of the MAPC and approving MF-18 Multi-Family Residential zoning can be approved with a super majority vote (6 of 7 votes). The request can be denied with a two-thirds vote (5 of 7 votes). The request can be returned to MAPC with a simple majority vote (4 of 7 votes). Modifying the findings of the MAPC and approving the request for MF-29 Multi-Family Residential Zoning can be approved with a super majority vote (6 of 7 votes).

Financial Considerations: Approval of this request will not create any financial obligations for the City.

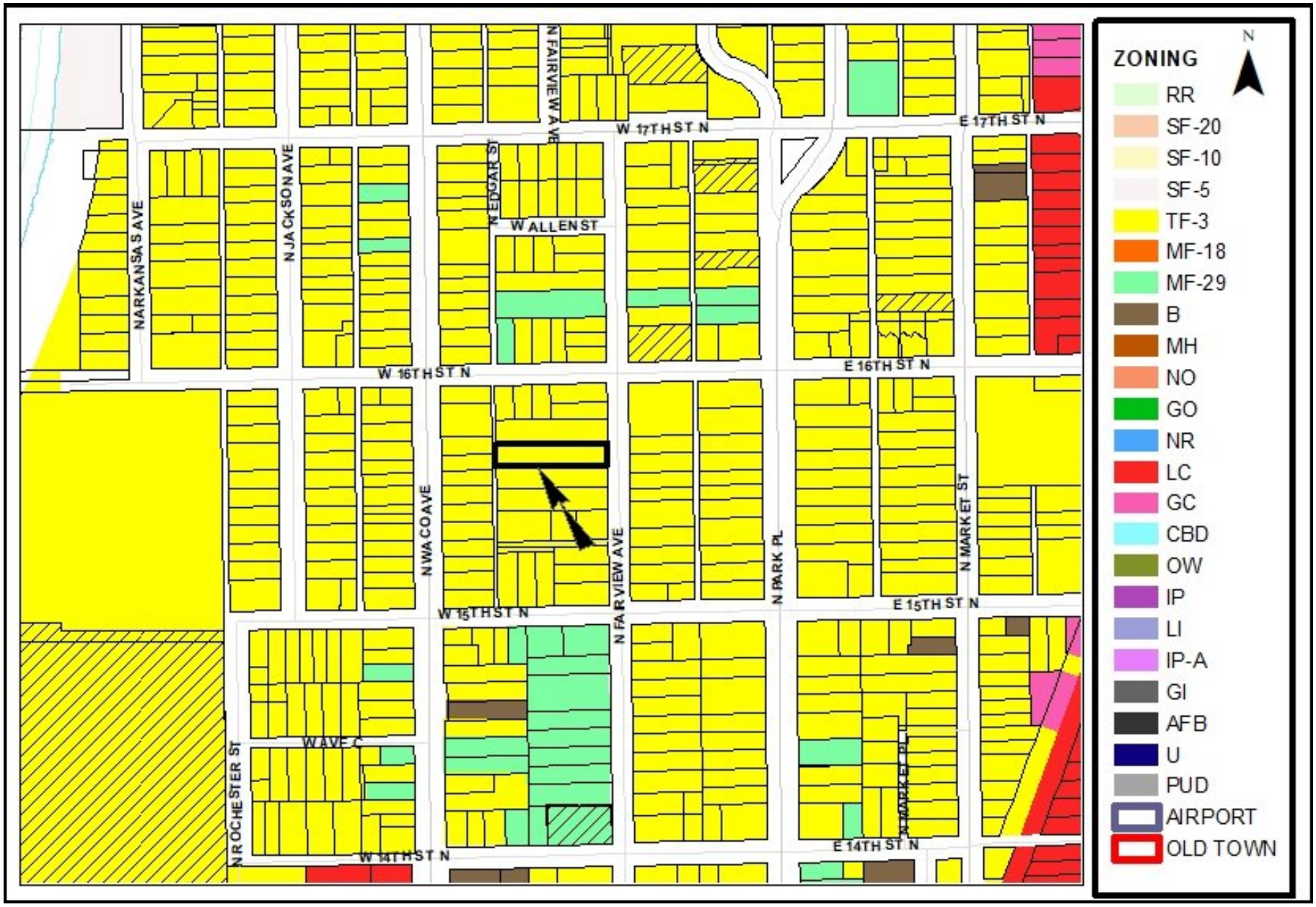
Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve MF-18 Multi-Family Residential zoning, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 6 of 7 votes). Alternatives: 1) Deny the zone change (requires 5 of 7 votes); or 2) Return the case to MAPC for additional consideration (requires 4 of 7 votes); or 3) Approve the request for MF-29 Multi-Family Residential Zoning (requires 6 of 7 votes)

Attachments:

1. Supporting Documents
2. Protest Map
3. MAPC Minutes
4. DAB VI Report
5. Historic Preservation Board Draft Minutes
6. Ordinance

N
W FAIRVIEW AVE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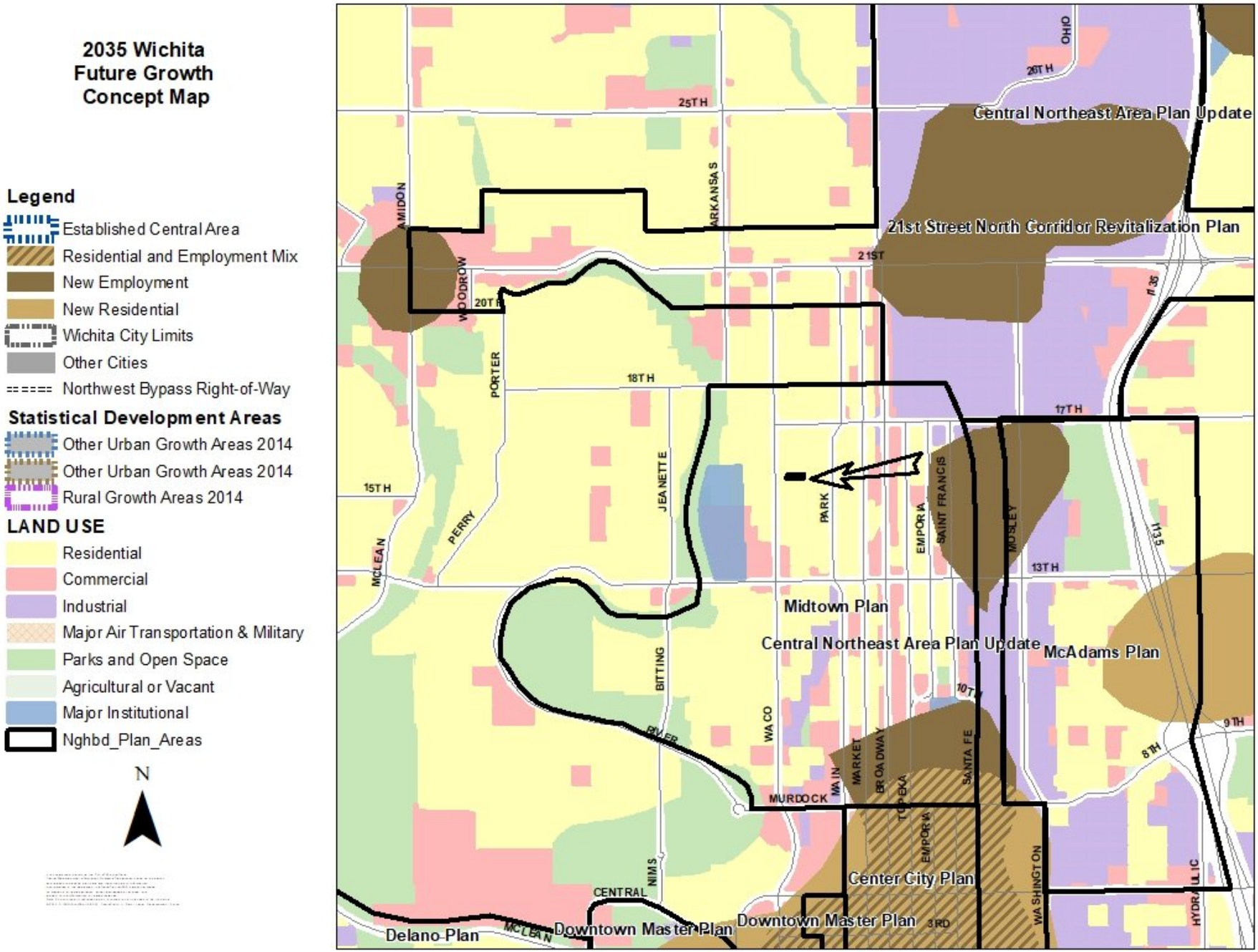
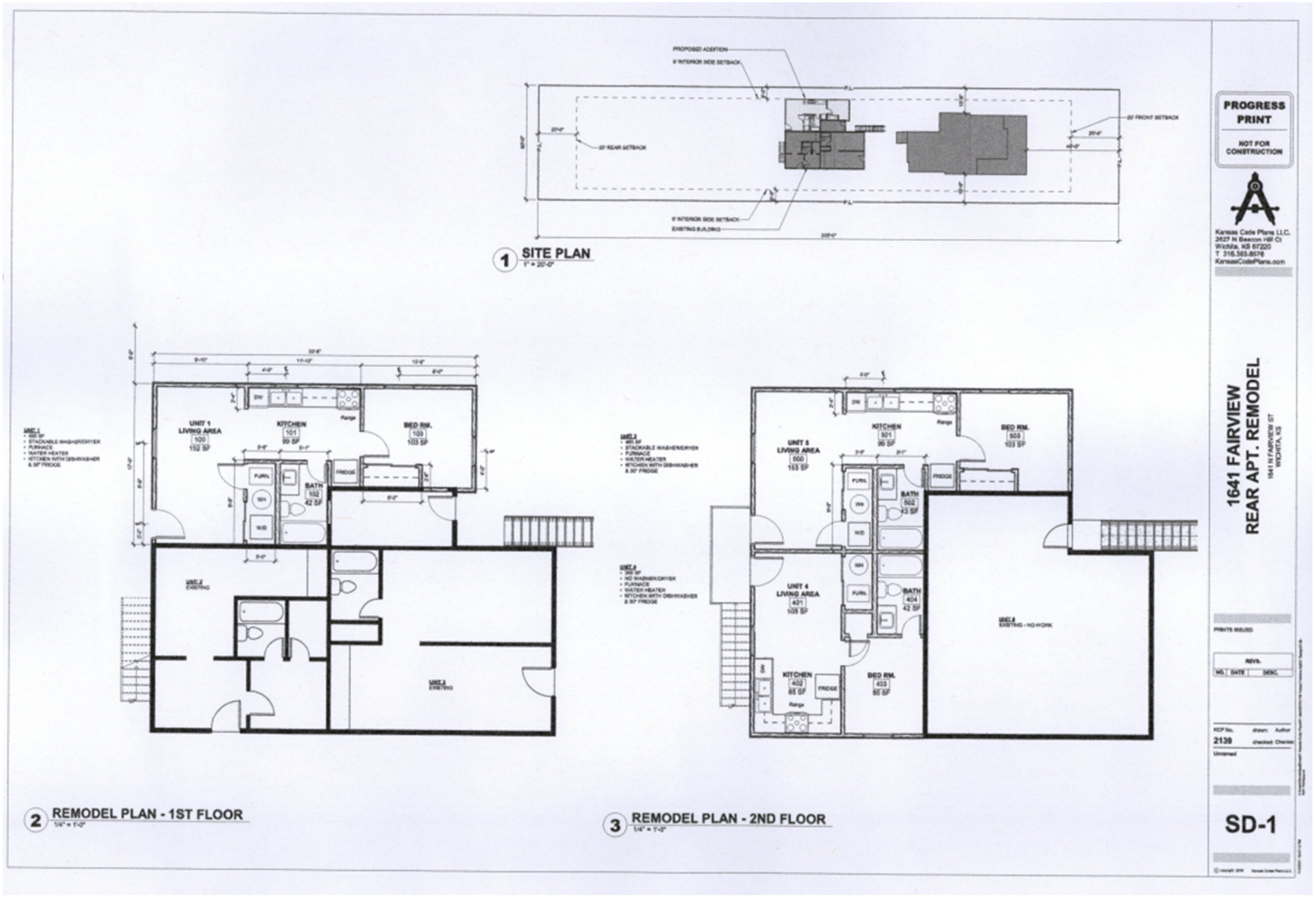
2035 Wichita Future Growth Concept Map



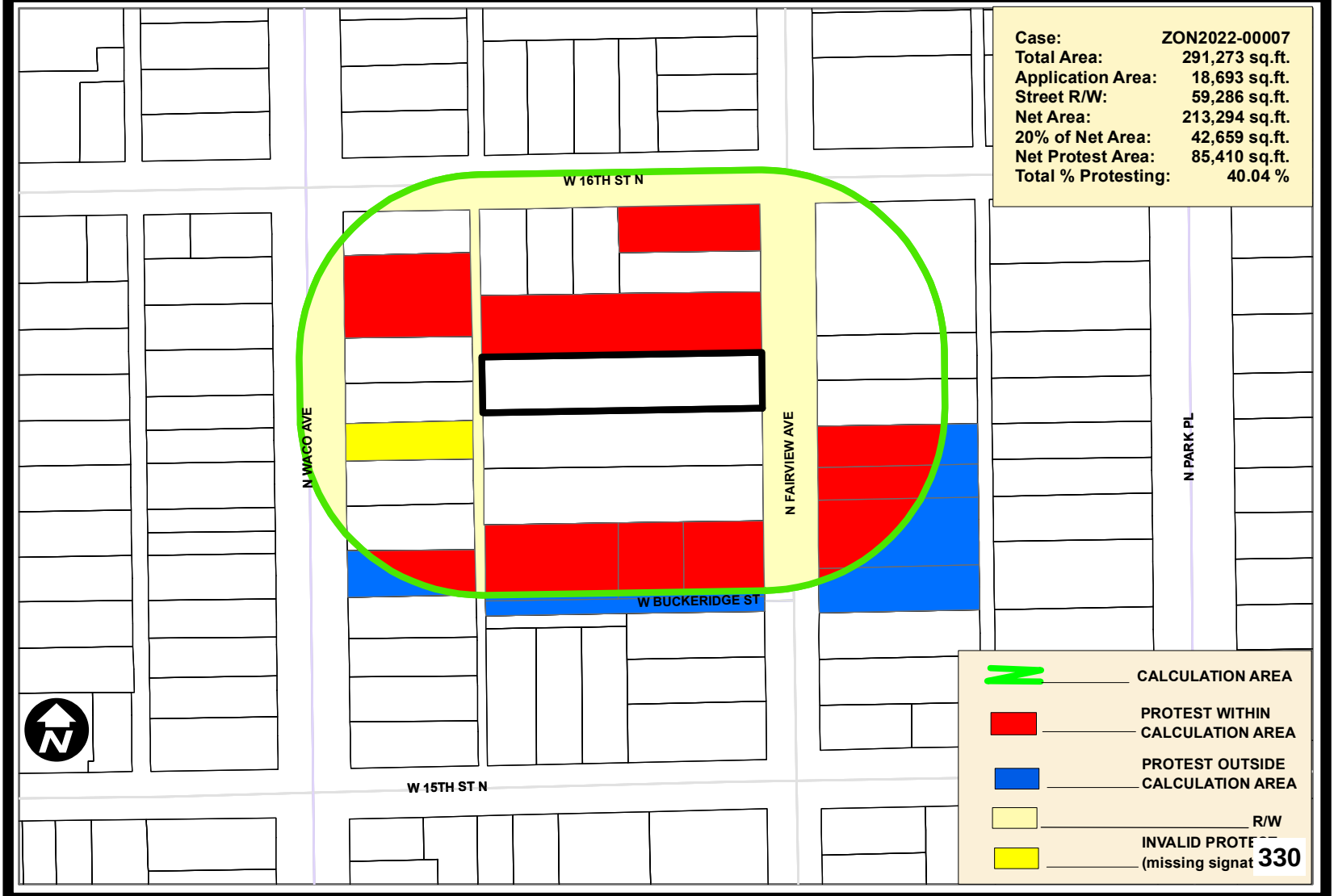

PROPOSED ADDITION
6' INTERIOR SIDE SETBACK
20'-0"
20' REAR SETBACK
6' INTERIOR SIDE SETBACK
EXISTING BUILDING
20' FRONT SETBACK
20'-0"
40'-0"
308'-0"
1 SITE PLAN
1" = 20'-0"
UNIT 1
LIVING AREA
100
152 SF
KITCHEN
101
99 SF
BED RM.
103
103 SF
BATH
102
42 SF
FURN.
WH
W/D
FRIDGE
DW
Range
UNIT 2
EXISTING
UNIT 3
EXISTING
2 REMODEL PLAN - 1ST FLOOR
1/4" = 1'-0"
UNIT 5
LIVING AREA
500
103 SF
KITCHEN
501
99 SF
BED RM.
503
103 SF
BATH
502
43 SF
UNIT 4
LIVING AREA
401
108 SF
BATH
404
42 SF
KITCHEN
402
85 SF
BED RM.
403
80 SF
UNIT 6
EXISTING - NO WORK
3 REMODEL PLAN - 2ND FLOOR
1/4" = 1'-0"
PROGRESS PRINT
NOT FOR CONSTRUCTION
Kansas Code Plans LLC.
2627 N Beacon Hill Ct
Wichita, KS 67220
T 316.393.8676
KansasCodePlans.com
1641 FAIRVIEW
REAR APT. REMODEL
1641 N FAIRVIEW ST
WICHITA, KS
PRINTS ISSUED
REVS.
NO. DATE DESC.
KCP No. 2139
drawn: Author
checked: Checker
Unnamed
SD-1

Property south of subject site

Subject site facing west

Property north of subject site

Property east of subject site


Case: ZON2022-00007
Total Area: 291,273 sq.ft.
Application Area: 18,693 sq.ft.
Street R/W: 59,286 sq.ft.
Net Area: 213,294 sq.ft.
20% of Net Area: 42,659 sq.ft.
Net Protest Area: 85,410 sq.ft.
Total % Protesting: 40.04 %
W 16TH ST N
N WACO AVE
N FAIRVIEW AVE
N PARK PL
W BUCKERIDGE ST
W 15TH ST N
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA
R/W
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330

EXERPT MINUTES FOR MARCH 3, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

4.7 ZON2022-00007: Zone change request in the City from TF-3 Two-Family Residential to MF-29 Multi-Family Residential for redevelopment on property; generally located within one-half mile north of West 13th Street North and one block east of North Waco Avenue (1641 N Fairview).

Lot 2, Fairview Park Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests MF-29 Multi-Family Residential zoning on 0.42 platted acres generally located within one-half mile north of West 13th Street North and one block east of North Waco Avenue (1641 North Fairview). The subject site is currently zoned TF-3 Two-Family Residential and is developed with two (2) buildings and a parking area. The buildings date back to 1930 and have previously been split into a total of six (6) Dwelling Units.

The applicant desires to remodel and add-on to the existing Dwelling Units. The total number of Dwelling Units for the site has not been decided. A site plan depicting a potential scenario for the rear building has been included in this staff report. That plan depicts the rear building being renovated to include six (6) dwelling units. The MF-29 Multi-Family Residential zoning district has a minimum lot area of 1,500 square feet per Dwelling Unit for Multi-Family. The subject zoning lot is 18,295 square feet and would allow for a total of twelve (12) Dwelling Units if rezoned to MF-29 Multi-Family Residential. Rezoning the lot to MF-29 Multi-Family Residential would bring the property into zoning compliance, and would allow for a maximum of six (6) additional Dwelling Units.

The parking requirement for multi-family is 1.25 spaces per one-bedroom Dwelling Units, and 1.75 spaces per two-bedroom or larger Dwelling Units. The applicant intends to provide off-street parking in the rear of the property. The parking area will have access to North Fairview Avenue via an existing drive along the south property line and via the existing alley to the west of the property.

The property is located within the Park Place-Fairview Historic District. The Wichita Historic Preservation Board will need to review designs prior to the issuance of building permits on this remodel/addition.

The properties north, south, east, and west of the subject property are zoned TF-3 Two-Family Residential and are developed with single-family dwellings. There is a church located to the northeast of the subject property. There are multiple properties zoned MF-29 Multi-Family Residential on the block to the north and on the block to the south.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of multi-family properties when abutting or across a street or alley from residential zoning districts. An existing wooden fence acts as screening on the south and west sides of the property. Solid screening will need to be provided along the north side of the property. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback.

CASE HISTORY: On April 29, 1910, the subject property was platted as Lot 2, Fairview Park Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Single family dwellings
SOUTH:	TF-3	Single family dwellings
EAST:	TF-3	Single family dwellings; church
WEST:	TF-3	Single family dwellings

PUBLIC SERVICES: The property has direct access to North Fairview Avenue, a local paved street with a 60-foot right-of-way and sidewalks on both sides. The property also has access via an alley to the west. The site is served by all municipal services.

Wichita Bus Route 17 has a stop one block to the west at 16th and Waco. The Midtown Path, developed in a former rail corridor, is one-quarter mile to the east at 15th and Broadway.

CONFORMANCE TO PLANS/POLICIES: The requested zoning would allow the property to be in conformance with the Community Investments Plan and the Wichita: Places for People plan. The requested zoning does no align with the Future Land Use Concept from the Midtown Neighborhood Plan.

The Community Investments Plan: The requested zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for Residential Uses. This category is described as follows: "Encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality."

Midtown Neighborhood Plan: The requested zoning does not align with all priorities of the Midtown Neighborhood Plan. While the Plan states that "residential uses are preferred," the Future Land Use Concept depicts the subject site as appropriate for "Single Detached or Duplex" uses, as the property appears to have been operating as a multi-family use at the time of the plan.

Wichita: Places for People Plan: The requested zoning aligns with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."

- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 5, "Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA." The small-scale, multi-family development would provide housing options that otherwise might not be immediately available in the area. The requested zoning also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed rezoning would allow for the redevelopment of the property and additional Dwelling Units.
- Current Condition: The subject property is located within an area identified as an "area of opportunity." The Places for People Plan defines areas of opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern and a lack of walkable places and facilities. These areas need strategic investment, both public, and private, to assist in redefining and reinvigorating the area. Areas of opportunity also require capacity-building at the neighborhood level to accommodate redevelopment that is beneficial to the neighborhood and its residents."
- Nodal Development Pattern: The Places for People Plan recommends a nodal development pattern that creates a critical mass at the center of a Node and transitions in scale and intensity as uses shift from commercial to residential. The subject property falls between the Neighborhood Hub of 13th and Broadway and the Neighborhood Hub of 21st and Arkansas.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the request.

The recommendation is supported by the following findings.

1. **The zoning, uses and character of the neighborhood:** The properties north, south, east, and west of the subject property are zoned TF-3 Two-Family Residential and are developed with single-family dwellings. There is a church located to the northeast of the subject property. There are multiple properties zoned MF-29 Multi-Family Residential on the block to the north and on the block to the south.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property is currently zoned TF-3 Two Family Residential, but developed with multiple Dwelling Units. The units are currently classified as legal, non-conforming.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The re-zoning of the parcel to MF-29 should not detrimentally affect nearby properties. The buildings will remain to be operated as multi-family buildings as they have been. The applicable provisions of the Wichita Landscape Ordinance and screening standards in the Unified Zoning Code are designed to mitigate negative impacts high intensity uses abutting less intensive uses.

4. **Length of time the property has been vacant as currently zoned:** The property is not vacant. The subject site is developed with two buildings and a parking area. The buildings were built in 1930.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested zoning would allow the property to be in conformance with the Community Investments Plan and the Wichita: Places for People plan. The requested zoning does no align with the Future Land Use Concept from the Midtown Neighborhood Plan.

   The Community Investments Plan: The requested zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for Residential Uses. This category is described as follows: "Encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality."

   Midtown Neighborhood Plan: The requested zoning does not align with all priorities of the Midtown Neighborhood Plan. While the Plan states that "residential uses are preferred," the Future Land Use Concept depicts the subject site as appropriate for "Single Detached or Duplex" uses. As the property appears to have been operating as a multi-family use at the time of the plan, it's possible that this was unknown to those creating the Future Land Use Concept.

   Wichita: Places for People Plan: The requested zoning aligns with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."
   - Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 5, "Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA." The small-scale, multi-family development would provide housing options that otherwise might not be immediately available in the area. The requested zoning also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed rezoning would allow for the redevelopment of the property and additional Dwelling Units.

- Current Condition: The subject property is located within an area identified as an "area of opportunity." The Places for People Plan defines areas of opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern and a lack of walkable places and facilities. These areas need strategic investment, both public, and private, to assist in redefining and reinvigorating the area. Areas of opportunity also require capacity-building at the neighborhood level to accommodate redevelopment that is beneficial to the neighborhood and its residents."
- Nodal Development Pattern: The Places for People Plan recommends a nodal development pattern that creates a critical mass at the center of a Node and transitions in scale and intensity as uses shift from commercial to residential. The subject property falls between the Neighborhood Hub of 13th and Broadway and the Neighborhood Hub of 21st and Arkansas.

6. **Impact of the proposed development on community facilities:** Development of the property would make use of existing community facilities and resources, and is not expected to exceed their capacity. The site is served by all municipal services.

MATT WILLIAMS, PLANNING STAFF: Presented the staff report.

NICKS: When you say the drive goes all the way back to the alley, you can't get into the alley?

WILLIAMS: That's correct. Right now, there's no access to the alley, but the applicant has indicated that that would be opened up if this were approved.

NICKS: I drove down that alley and I seriously doubt. I don't know why you'd open it up. It's not opened up anywhere else, is it?

WILLIAMS: I believe some of the properties have access from some of the comments I received that it was a pretty well used alley. I know it's not in the best of shape right now.

CUNNINGHAM: This is a triple listed historic property. Did you know have a lot of comments on that?
WILLIAMS: A number of the comments that were provided mentioned the historic nature of the area of the building, yes.

CUNNINGHAM: When I look at this aerial picture, it doesn't really seem to match the plan, and the plan seems to be of one unit, ground floor and upper floor. It doesn't look like we have a detailed plan. One call that I got said they had talked to the owner and he was talking about 14 units, so this is going to go from six units to 12 units right smack in the middle of a block that is doing really well taking care of their properties, all except for this one. Is everybody going to expected to drive down the driveway, all 12 people and park back there, or are they going to continue to park in the front yard?

WILLIAMS: Parking it the front yard would not be allowed under the zoning code.

CUNNINGHAM: I was pretty disappointed in the layout of the plan because it was illegible, even when I blew it up on a graphic computer.

GREENE: Is this property listed on a historical register?

CUNNINGHAM: It's on three.

WILLIAMS: It's my understanding its triple listed, and that's why any design changes would have to be approved by the historic board.

Staff was unable to connect with the applicant/agent

WARREN motioned to table this case to the end of the hearing due to the agent being absent.

Staff was able to connect with the agent and they were able to participate in the meeting. This portion of this case was heard after ZON2022-00009

DARRELL LEFFEW, 2605 11th, WICHITA, AGENT: The purpose for changing the zoning is enhancing the property and making it viable financially and esthetically previous. We're wanting to add a few more units to the apartment and upgrade the parking. The previous ownership allowed parking in the front yard, and we're working to put an end to that. We'll had more paving to the back. The way this works is, is we add more units to make it more viable financially then we can spend more money on doing the work – the paving and upgrading the building in general. When we're finished, we want it to look like a new property.

B. JOHNSON: Are you agreeable to staff comments?

LEFFEW: Yes.

FOX: You say you want to make it look new. This is a historic district so the idea would be to have it reflect the nature of the neighborhood and keep its historical qualities. Have you already looked into the historical board requirements since it's on the register? How are you looking at that aspect?

LEFFEW: Yes, it will match the neighborhood. All of the properties that my client works on across the city, he has that policy. He wants it to be part of the neighborhood, so it will stay within the design, look and colors of the neighborhood.

FOX: How many units do you think are necessary to make this a viable project?

LEFFEW: A minimum of three but we're not firm on that. If we get approval on this, we want to look and see what the property will allow. Part of that will be raising and putting in a second floor on the rear building. It has a partial second floor area now. The client not only raises the property design of the neighborhood, he has an excellent in-house management team managing the property daily, his properties are kept clean, and he works well with the tenants, with his philosophy of "Happy tenants, happy property."

JANICE BRADLEY, 208/214 BUCKERIDGE CT, WICHITA: I have lived in this neighborhood for 26 years, and I've seen this house get even worse over time. For years the alley was open but in the last 10-15 years, the alley has been closed and things got a lot better when that happened. I live on Buckeridge Ct, which only consists of my driveway, and I'm actually closer to the alley than I am to Fairview, so I see what goes on in the alley. The people on Waco do not have on-street parking, very few of them have actual driveways, so many of them make their backyards into parking areas. The alley is already used tremendously. Right where my house is, there's an electrical pole, and there's a huge gash in the alley, a puddle area, and that's mainly because of the utility trucks that come and go to work on the utility lines. I'm real concern about the extra traffic in the already overused alley. The houses on Waco have very short yards compared to the lots on Fairview – they're very unequal. The building that they're looking to renovate is really actually two buildings already – stucco building that's two-story and a sided building, and they are very small. I have the appraiser's report and one of them is 20 by 18. We've had problems with parking. People don't really like to park that far from their house and going all the way to the back when you live in that front building, people end up parking in the front yard.

GREENE: There's been some discussion about the condition of that alley, not only from people on the commission, but also you mentioned something about that. When was the last time there was any maintenance done on that alley, and who actually performs the maintenance? I'm assuming Public Works with the city.

BRADLEY: Yes, I believe so. They've grated it and they started add asphalt to it, which I don't particularly like, but the one problem is they keep adding to it, making the alley higher than some of the yards on Waco where people park and water is draining off the alley into yards. This is particularly in the middle of the block, not at the ends where the water drains out of the driveways.

MARSHA SCHRADER, 1645 N FAIRVIEW, WICHITA: Almost as long as I can remember this house has been an eyesore, and I think adding half a dozen shoebox apartments in the back is not going to improve the house. I think they need to start with the house and work on those problems first. There may be some problems with the building in back because those have been added on to and some taken off and then a little wash house was added on. The one-story house in the back was built as a two-bedroom house and for a long time, a family of four lived there and then somewhere down the line it got cut into half of a house. There was a significant fire in the big house in the front and I'm not sure how well that was repaired, or what inside damage was done. My concerns about it is that it looks like it's going to be really close to my property line, like they're scooting really close to the fence. The parking in the back, I don't think people are going to use – they'll park on the street. If they open up a gate on the alley, there is going to be a security problem because there's a lot of foot traffic from North High kids and other people.

TIMOTHY YOUNG, 214 W BUCKERIDGE, WICHITA: I live approximately 120 feet of subject property. I wrote a fairly detailed analysis. I won't go through it all, but the major points is strategy #6 – The Places for People Plan, which encourages infill and redevelopment that is contextual to the environment, which is occurring, and that contextual is the key word. The zoning ordinance describes TF-3, which is the current zoning for the property as moderate density, and MF-29, which is the target zone, as high density. The only high-density residential development in a 25-block area around the parcel is on Waco and it contains 11 living units, it faces Waco, and it's close to 14th, and it's more than two blocks away. You might want to note that that 11 living unit parcel is zoned TF-3, so it's out of compliance. This rezone going from MF-29 would allow a minimum of 15 cars in the parking lot behind the buildings, and depending on how many two-bedroom residences they put in it could go to 20. The parking lot would be accessed from what is a quiet residential street, Fairview, and an unimproved alley unsuitable for additional traffic. One of the commissioners asked whether that alley was open to the other residences – based on my knowledge – all the residences that face Fairview are fenced off. The residences that face Waco, the majority of those have automobile access to the back of the house from the alley, so there's already too much traffic down that alley. I just want to leave you with the fact that it's not contextual to the rezone with the neighborhood, and it doesn't conform to the neighborhood plan either, and that's admitted by the staff. All of us that live in the neighborhood want to see that property improved. I personally believe that the owner of that property has the right to recover some money from their investment. So, what I'm recommending is, rather than rezoning as an MF-29, leave it as a TF-3 and apply a conditional use permit that will allow multiple dwellings on the property and that would bring it into zoning compliance. Hopefully, the developer can make some nice units there that are compatible, contextual with the neighborhood and recoup his investment.

WARREN: The zoning rules we have now, the number of parking would depend on the number of units or the amount of square footage?

WILLIAMS: It would be determined by the number of bedrooms in the units so 1.25 spaces per one-bedroom dwelling and 1.75 spaces per two or more.

WARREN: If they couldn't provide that amount of parking by that than they would have to reduce the number of bedrooms?

WILLIAMS: Correct.
WARREN: The driver is the amount of parking, not the number of units you put in?

YOUNG: Right, the number of bedrooms, but the minimum, if they go to 12 is 15. There's room for 15 cars in that area. Parking is a problem, but the other issue is the traffic. Fairview is a quiet street. It's the only street with Waco on the east and Broadway between 13th and 17th, that isn't a traffic arterial. Every other street north and south is a traffic arterial so you're adding, at a minimum, doubling the number of cars using Fairview and potentially almost tripling it, going from six or seven to 20.

CUNNINGHAM: How many units do you think he wants to put in?

YOUNG: In a perfect world, I'd prefer to go back to a duplex or triplex, but that's an unreasonable expectation. I think I could compromise at a TF-3 with a conditional use permit. I can tolerate six, that's what it's been, although, the assessor's office notes seven.

KIM DUMFORD, 1624 N FAIRVIEW, WICHITA: The Park Place and Fairview is a Historical District. It's unique, it benefits Wichita, and has we blur that, it stops to benefit Wichita. I love the area and look. The Midtown Neighborhood plan recognizes this is unique. Staff didn't understand how many apartments were there. There were 10 mailboxes on the side of the house – we knew how many apartments were there. We said a single detached duplex would be perfect. I can agree with going up to six units because I've been in every unit in the house more than once, and there's not a lot of features there, no one's going to go in there, restore that house to its glory. There needs to be some economic reality, but the idea that this house has to go into 12 units. The Places for People Plan that would need to be contextual with the neighborhood. These houses were built as duplexes. There's three duplexes within three blocks. They refer to as small-scale, multi-family in your staff report. I understand apartment complexes. This is a residential area. There's one rental house on this block, but it doesn't matter if their owner or rental occupied – for this neighborhood, that's not small scale. My position is that the community investment plan – Wichita's Places for People Plan – is a micro view, and for you to think if you'd want that across the street from your house. ***Speaker was inaudible at times during testimony***

SHARON FEAREY, 323 N MARKET, WICHITA: I'm the property owner of 1655 Fairview. I'd like to give just a little bit of the history of the Historic Midtown neighborhood. When the neighborhood was built, there were no zoning codes or laws in the city. When zoning came about, most of that neighborhood was zoned MF-29 for heavy uses, and I think a lot of that came about because of WWII when people had space and workers needed housed, they converted apartment, which led to heavy zoning. Several years ago, when we did the Midtown plan, our goal was to rezone as many of the properties as we could to their current use. I can't exactly remember why several of the properties on Fairview are still a heavier zoning with the MF-29, but we could not force anyone into rezoning. If they wanted to keep the current MF-29 zoning that they had, there was nothing we could do about it. We just tried our hardest to get as many properties zoned to a better use as we could. This plan was led by the City Planning Department grouped with the neighborhood to include lawyers and planners. The preference for this property would be for it to go back to its original use, which would be TF-3. We were actually hoping to do single-family, but planning did suggest that if people wanted a garage, apartment or something like that that we'd go with the two-family so we did that. It was also considered that if the property was destroyed by fire, like it was about 30 years ago, or a natural disaster, when they went to rebuild it, it would be a single-family because that was how the neighborhood was originally. This property has been an eyesore, but it doesn't need to continue to be, and the dream would be someday that a single-family. I agree to have a conditional use put on it for the number of units that are currently there and not expanding it would be more palatable to me as a property

owner.

CLAIRE WILLENBERG, 1402 N GARLAND, WICHITA: I have served on the City Historic Preservation Advisory Board for the past few decades, and currently a member again. I've also been a residential realtor for 30 years. I specialize in older and historic homes. This home – the original one – probably around 1920 and the second one around 1930. I agree with Sharon Fearey. There were incentives for large home owners, especially Midtown responded to take in boarders for the war effort as we were gearing up our aircraft capacities. It is in a triple listed National Historic District – is not individually listed to my knowledge, but this designation acknowledges the historic and architecturally significant housing and the environs of the neighborhood. The period of significance is 1886 to 1944. Historic districts have been proven to attract tourism, and it increases and maintains property values within that district. They are a treasure that needs to be protected. As in our older neighborhoods, they have no acting covenants to protect them and the zoning protections are spotty at least and often ineffective. As the Places for People comments, in this case, adding housing density is not an effective method to attract new residents as most. Likely it will negatively affect the quality of life and the character of the neighborhood. Most residents choose these districts because of the historic qualities and those qualities should be protected. Inserting this size multifamily housing with its required parking area, will detrimentally affect the integrity of this district and the neighborhood properties. It is not in compliance with the Historic Midtown Neighborhood Plan. It does not improve walk ability, the neighborhood is already walkable, and has diversity with housing. But, as mentioned before, there never was and should not be – noncompliant, non-compatible housing – stuck in the middle. We don't have the infrastructure, we have narrow streets, and we have people who must park in the street already. This is not a feasible plan to improve the neighborhood. Staff notes up to 12 apartments so please help us protect these neighborhoods, deny the proposed zone change, and consider bringing the property into compliance with the conditional use permit, allowing up to six or seven apartments.

CUNNINGHAM: When did the historic neighborhood plan go into effect?

WILLENBERG: If you're talking about the Midtown, Sharon Fearey would be the one to ask, and I would imagine either Sharon or Joan Cole, City Council Representative for District 6 when we got those districts nominated to the National Register.

WILLIAMS: It was made a Historic District in 1978, I believe. The Midtown Plan, do you know that?

SCOTT WADLE, PLANNING DIRECTOR: I believe it was early 2000s.

FEAREY: That sounds correct.

LEFFEW: The rehab and remodel is inside and outside, and when I say it will look brand new, I don't mean it will look ultra-modern or anything like that. It will meet the requirements of the neighborhood, the Historic concerns, etc. Quite honestly, the more units we have in the property, the more economically we're able to do those things, otherwise, it's limited on what we can do. Since the property is there and multifamily now, adding more simply makes the economics work better to enhance it. Anything that's done is better than what's available there now. As far as the alley goes, that's a topic that we've not discussed. I do know the property owner will work with the city and neighborhood on what to do with the alley.

FOSTER: Have you done any market studies on what you could do with this property with fewer units and perhaps larger units, which might help address the traffic issues, but still work for your economic analysis?

LEFFEW: The short answer is no, we have not done that study, but with the experience the client has with residential properties in the Wichita area, in many different neighborhoods, is what we're basing the design and the request on for changing the zoning, The owner is a local resident who owns property over the city

and many different neighborhood, residential and commercial, and brings everything back to not just looking great but historically great.

DOOL: I'd like to understand more about the ownership of this property to maybe get some credibility on what to do. This is a classic example of someone letting a property run way down and a homeowner's association, or in this case historical designation. The recourse to that is to try and force the covenants or city regulations – ultimately putting a lien on the property if they're in non-compliance with regulations or homeowner's agreements, but I don't think the answer or the solution to the problem here is to substantially increase the density of this property.

CUNNINGHAM: I'd like to make a motion to deny MF-29 and the conditional use – leave it at six units.

SCOTT WADLE, PLANNING DIRECTOR: I'd like to provide some option for you to consider in order to accomplish that. It's currently TF-3, which would allow up to three dwelling units, and the request is for TF-29, which would allow, considering the size of the property, a maximum of 12 in between those two zoning classifications. In between those two zoning classification is MF-18, which would allow for seven units. Now, if you wish to have a maximum number of units somewhere in between one of those, I would recommend that you go with the higher zoning district and then place a protective overlay on it to restrict it down to the number of units that you would want. For instance, if you wanted six dwelling units, I would recommend rezoning it to MF-18, placing a protective overlay on it, and have the protective overlay restrict it to six units.

CUNNINGHAM: Would the protective overlay be confined to this particular property?

WADLE: Yes, it would be confined just to this particular property.

FOSTER: I'm thinking an MF-18 is a reasonable compromise – six or seven units. We haven't even established whether that's what has already been existing for decades. It's a difficult option between that and the TF-3 with a conditional use for six.

CUNNINGHAM: Would we gain anything by deferring?

FOSTER: I would like to make a motion that we change the TF-3 zoning to MF-18 zoning on this property.

WARREN: I would like to make a substitute motion to approve MF-29 with a protective overlay, limiting the units to 10.

> **MOTION:** To approve MF-18 zoning.
>
> **FOSTER** moved, **B. JOHNSON** seconded the motion
>
> **SUBSTITUTE MOTION:** To approve MF-29 with a protective overlay, limiting the number of units to 10.
>
> **WARREN** moved, **GREENE** seconded the motion, and it failed (3-8), **FOX, DOOL, NICKS, FOSTER, J. JOHNSON, MILES, HARTMAN and CUNNINGHAM opposed.**
>
> The vote returned to the original motion to approve MF-18 zoning.
> It carried (7-4), **DOOL, J. JOHNSON, MILES and CUNNINGHAM opposed.**

WICHITA HISTORIC PRESERVATION SPECIAL BOARD MEETING Draft Minutes
14 MARCH 2022

ITEM NO. 1 ROLL CALL

Meeting was called to order by John Rhodes at 2:00 p.m.

Members Present:	Dr. John Rhodes, Chairman
	Elena Ingle
	Janice Rich
	Robert Potter
	Claire Willenberg
Members Absent:	Bruce Rowley
	Gary Bond
Staff Present:	Matt Williams, Senior Planner, Advanced Plans
	Mary Hunt, Principal Planner, Advanced Plans
	Paul Schiffelbein, Planning Technician
	Jeff VanZandt, Assistant City Attorney

ITEM NO. 2 ADDITIONS OR ADJUSTMENTS TO THE AGENDA

MOTION #1: Motion made by Rich, seconded by Ingle to add a discussion of ZON2022-00007, rezoning from TF-3 to MF-29 in the Fairview Historic District, to item number 8 - Miscellaneous Matters. Motion carried unanimously (5-0).

ITEM NO. 3 CORRESPONDENCE

None.

ITEM NO. 4 APPROVAL OF MINUTES FROM THE 14 FEBRUARY, 2022 MEETING

MOTION #2: Motion made by Ingle, seconded by Potter to approve the 14 February, 2022 minutes. Motion carried unanimously (5-0).

ITEM NO. 5 UNFINISHED BUSINESS

None.

ITEM NO. 6 CONSENT AGENDA

The following items were reviewed by staff in accordance with K.S.A. 75-2715-2725, as amended and Section 2.12.1015-1025 of City of Wichita Code of Ordinances:

A. Roof Repairs:

HPC2022-00005	Install new roof membrane 612 E. Douglas	East Douglas Avenue H.D. (WRHP, RHKP & NRHP)
HPC2022-00006	Install new asphalt shingles 1113 N. Topeka	North Topeka & 10th St. H.D. (WRHP, RHKP & NRHP)
HPC2022-00007	Install new asphalt shingles 1301 N. Emporia	Topeka Emporia H.D. (WRHP, RHKP, NRHP)

B. Signs:
None

C. Other:

HPC2022-00004	Replace AC Unit 1327 N. Topeka	Topeka Emporia H.D. (WRHP, RHKP, NRHP)
HPC2022-00006	Interior Remodel & Replace Porches 1113 N. Topeka	North Topeka & 10th St. H.D. (WRHP, RHKP & NRHP)
HPC2022-00007	Repair Soffit & add gutters 1301 N. Emporia	Topeka Emporia H.D. (WRHP, RHKP, NRHP)

MOTION #3: Motion made by Ingle, seconded by Willenberg to approve the Consent Agenda in accordance with K.S.A. 75-2715-2725, as amended and Section 2.12.1015-1025 of City of Wichita Code of Ordinances. Motion carried unanimously (5-0).

ITEM NO. 7 PROJECT REVIEW

None

ITEM NO. 8 MISCELLANEOUS MATTERS

1&2. Recommendation - City of Wichita 2023-2032 Capital Improvement Program/City of Wichita Budget.

The Board discussed potential projects they might want to recommend to City Council for adding to the CIP or budget. The discussion included a desire by the board to have a list of all historic elements that might be reviewed for possible submission. The board decided that they would review their districts over the next month and continue this discussion at the April meeting.

3. ZON2022-00007: Zone change request in the City from TF-3 Two-Family Residential to MF-29 Multi-Family Residential for redevelopment on property generally located within one-half mile north of West 13th Street North and one block east of North Waco Avenue (1641 N Fairview).

Matt Williams reviewed the above referenced zoning case located within the Fairview Historic District. The Board discussed the zoning change and whether or not they would make a recommendation on the case to City Council. The Board discussed potential issues with the rezoning including parking, density, and the historic nature of the area. The Board discussed having the Chair draft a letter with their recommendation and sending the letter to the City Council.

MOTION #4: Motion made by Willenberg, seconded by Rich to send a letter from the Historic Preservation Board to the Wichita City Council recommending denial of ZON2022-00007. Motion carried unanimously (5-0).

Matt Williams reminded Board members about terms expiring at the end of the month and procedures on how to be re-appointed.

Matt Williams updated the Board about the new planner responsible for Historic Preservation being hired, and that they are scheduled to begin on March 21, 2022.

ITEM NO. 9 ADJOURNMENT

MOTION #5: Motion made by Potter, seconded by Ingle to adjourn at 3:10 p.m.

Next HPB Meeting "Virtual" is scheduled for Monday, April 11, 2022, 2 p.m.

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: ZON2022-0007

Date: March 25, 2022

BACKGROUND: The applicant requests MF-29 Multi-Family Residential zoning on 0.42 platted acres generally located within one-half mile north of West 13th Street North and one block east of North Waco Avenue (1641 North Fairview). The subject site is currently zoned TF-3 Two-Family Residential and is developed with two (2) buildings and a parking area. The buildings date back to 1930 and have previously been split into a total of six (6) Dwelling Units.

The applicant desires to remodel and add-on to the existing Dwelling Units. The total number of Dwelling Units for the site has not been decided. A site plan depicting a potential scenario for the rear building has been included in this staff report. That plan depicts the rear building being renovated to include six (6) dwelling units. The MF-29 Multi-Family Residential zoning district has a minimum lot area of 1,500 square feet per Dwelling Unit for Multi-Family. The subject zoning lot is 18,295 square feet and would allow for a total of twelve (12) Dwelling Units if rezoned to MF-29 Multi-Family Residential. Rezoning the lot to MF-29 Multi-Family Residential would bring the property into zoning compliance, and would allow for a maximum of six (6) additional Dwelling Units.

The parking requirement for multi-family is 1.25 spaces per one-bedroom Dwelling Units, and 1.75 spaces per two-bedroom or larger Dwelling Units. The applicant intends to provide off-street parking in the rear of the property. The parking area will have access to North Fairview Avenue via an existing drive along the south property line and via the existing alley to the west of the property.

The property is located within the Park Place-Fairview Historic District. The Wichita Historic Preservation Board will need to review designs prior to the issuance of building permits on this remodel/addition.

The properties north, south, east, and west of the subject property are zoned TF-3 Two-Family Residential and are developed with single-family dwellings. There is a church located to the northeast of the subject property. There are multiple properties zoned MF-29 Multi-Family Residential on the block to the north and on the block to the south.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of multi-family properties when abutting or across a street or alley from residential zoning districts. An existing wooden fence acts as screening on the south and west sides of the property. Solid screening will need to be provided along the north side of the property. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback.

CASE HISTORY: On April 29, 1910, the subject property was platted as Lot 2, Fairview Park Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3	Single family dwellings
SOUTH:	TF-3	Single family dwellings
EAST:	TF-3	Single family dwellings; church
WEST:	TF-3	Single family dwellings

PUBLIC SERVICES: The property has direct access to North Fairview Avenue, a local paved street with a 60-foot right-of-way and sidewalks on both sides. The property also has access via an alley to the west. The site is served by all municipal services.

Wichita Bus Route 17 has a stop one block to the west at 16th and Waco. The Midtown Path, developed in a former rail corridor, is one-quarter mile to the east at 15th and Broadway.

CONFORMANCE TO PLANS/POLICIES: The requested zoning would allow the property to be in conformance with the Community Investments Plan and the Wichita: Places for People plan. The requested zoning does no align with the Future Land Use Concept from the Midtown Neighborhood Plan.

The Community Investments Plan: The requested zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for Residential Uses. This category is described as follows: "Encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality."

Midtown Neighborhood Plan: The requested zoning does not align with all priorities of the Midtown Neighborhood Plan. While the Plan states that "residential uses are preferred," the Future Land Use Concept depicts the subject site as appropriate for "Single Detached or Duplex" uses, as the property appears to have been operating as a multi-family use at the time of the plan.

Wichita: Places for People Plan: The requested zoning aligns with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."

- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 5, "Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA." The small-scale, multi-family development would provide housing options that otherwise might not be immediately available in the area. The requested zoning also aligns

with Strategy 6, “Encourage infill and redevelopment that is contextual to the environment in which it is occurring.” The proposed rezoning would allow for the redevelopment of the property and additional Dwelling Units.

- Current Condition: The subject property is located within an area identified as an “area of opportunity.” The Places for People Plan defines areas of opportunity as those “areas that generally exhibit economic challenges, a disconnected development pattern and a lack of walkable places and facilities. These areas need strategic investment, both public, and private, to assist in redefining and reinvigorating the area. Areas of opportunity also require capacity-building at the neighborhood level to accommodate redevelopment that is beneficial to the neighborhood and its residents.”
- Nodal Development Pattern: The Places for People Plan recommends a nodal development pattern that creates a critical mass at the center of a Node and transitions in scale and intensity as uses shift from commercial to residential. The subject property falls between the Neighborhood Hub of 13th and Broadway and the Neighborhood Hub of 21st and Arkansas.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the request.

The recommendation is supported by the following findings.

1. **The zoning, uses and character of the neighborhood:** The properties north, south, east, and west of the subject property are zoned TF-3 Two-Family Residential and are developed with single-family dwellings. There is a church located to the northeast of the subject property. There are multiple properties zoned MF-29 Multi-Family Residential on the block to the north and on the block to the south.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property is currently zoned TF-3 Two Family Residential, but developed with multiple Dwelling Units. The units are currently classified as legal, non-conforming.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The re-zoning of the parcel to MF-29 should not detrimentally affect nearby properties. The buildings will remain to be operated as multi-family buildings as they have been. The applicable provisions of the Wichita Landscape Ordinance and screening standards in the Unified Zoning Code are designed to mitigate negative impacts high intensity uses abutting less intensive uses.

4. **Length of time the property has been vacant as currently zoned:** The property is not vacant. The subject site is developed with two buildings and a parking area. The buildings were built in 1930.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested zoning would allow the property to be in conformance with the Community Investments Plan and the Wichita: Places for People plan. The requested zoning does no align with the Future Land Use Concept from the Midtown Neighborhood Plan.

   The Community Investments Plan: The requested zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for

Residential Uses. This category is described as follows: “Encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality.”

Midtown Neighborhood Plan: The requested zoning does not align with all priorities of the Midtown Neighborhood Plan. While the Plan states that “residential uses are preferred,” the Future Land Use Concept depicts the subject site as appropriate for “Single Detached or Duplex” uses. As the property appears to have been operating as a multi-family use at the time of the plan, it’s possible that this was unknown to those creating the Future Land Use Concept.

Wichita: Places for People Plan: The requested zoning aligns with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as “a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles.”

- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 5, “Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA.” The small-scale, multi-family development would provide housing options that otherwise might not be immediately available in the area. The requested zoning also aligns with Strategy 6, “Encourage infill and redevelopment that is contextual to the environment in which it is occurring.” The proposed rezoning would allow for the redevelopment of the property and additional Dwelling Units.
- Current Condition: The subject property is located within an area identified as an “area of opportunity.” The Places for People Plan defines areas of opportunity as those “areas that generally exhibit economic challenges, a disconnected development pattern and a lack of walkable places and facilities. These areas need strategic investment, both public, and private, to assist in redefining and reinvigorating the area. Areas of opportunity also require capacity-building at the neighborhood level to accommodate redevelopment that is beneficial to the neighborhood and its residents.”
- Nodal Development Pattern: The Places for People Plan recommends a nodal development pattern that creates a critical mass at the center of a Node and transitions in scale and intensity as uses shift from commercial to residential. The subject property falls between the Neighborhood Hub of 13th and Broadway and the Neighborhood Hub of 21st and Arkansas.

6. **Impact of the proposed development on community facilities:** Development of the property would make use of existing community facilities and resources, and is not expected to exceed their capacity. The site is served by all municipal services.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns. After the presentation by Senior Planner, Matthew Williams the following questions were asked by DAB VI Board Members.

C (DAB): I live in the area and driveways are a big issue. The houses in the area are not made for today's vehicles. How are they going to accommodate adding more? How are they going to accommodate while not taking away from the beauty of the neighborhood?

A (Staff): The applicant provided a plan that would include parking in the rear of the property. The lot is much deeper than most of the lots in the area, and there's quite a bit of room in the back for parking. Any off-street parking, is going to be required for how the property is developed. We require 1.25 spaces for one-bedroom dwelling units, and then 1.75 spaces for two or more dwelling or bedroom dwelling units. For all of the parking that they're required to provide, they have to have room on site. If they don't have room for that parking, they won't be able to have that many bedrooms

Q (DAB): Is the applicant going to stay with the theme of the house?

A (Staff): The designs will have to go by the Historic Preservation Committee because it's in a historic district. Design will have to be approved at that time.

C (DAB): I am very concerned about the parking because even if it’s seven units, seven single units, they're going to have to have about 11 car spaces. The photos that were provided, shows two parking violations where people are parked on the yard already. This isn't a slam on city maintenance, but I have yet to see a city alley that is maintained in such a way that it could be a regular thoroughfare for traffic.

Q (DAB): The applicant wants an additional six units and the Planning Commission allowed just a single additional unit?

A (Staff): The applicant applied for the MF 29, which would allow up to an additional six, they didn't specify how many they actually were hoping for. Planning Commission recommended MF-18, which would allow an additional one.

Q (DAB): Is the house contributing to the Historic District?

A (Staff): No, this house is actually noncontributing to that historic district. The reason it's not contributing was the asbestos siding on the front. It could become contributing in the future if they updated that with some siding that is more historical to the neighborhood.

Q (DAB): What was the vote by MAPC on this case?

A (Staff): The first motion was to deny the request and that failed. Then the there was a motion to approve MF-18, there was maybe a couple dissenting votes, but it was an overwhelming majority.

Q (DAB): Whether we approve or deny, they still have to present their plans for the remodel?

A (Staff): Zoning is going to be outside of the designs of it. The zoning is going to go to city council with a recommendation from the DAB on the Planning Commission. The design will go in front of the Historic Preservation Board.

S(Staff): Staff read a statement from applicant who could not attend the meeting. *“Tenant occupancy dictates cash flow which allows upgrades and rehab to be done. More units allow for more cash to be spent on the property. Owner is committed to keeping the design and colors of the neighborhood. We will work with city and neighbors on alley issues. A zoning change makes the upgrades happen.”* -Darrell

C (Public): Jen's Bradley 214 W. Buckeridge. I've lived in in this neighborhood for about 26 years. This house has been an eyesore for a while. There’s a lot of incorrect things that were said, if you look at the number of mailboxes at this place, it's there seven and when you look at the appraisal card available at the county property search, it says there are seven apartments. There already are seven apartments according to the county records and the mailbox count. The alley is not maintained. You got to understand that this is the alley between Waco and Fairview, and residents on Waco do not have on street parking. A lot of them don't have driveways, and almost every one of them makes a parking place in their backyard using the alley access. The alley is already heavily used and to add 12 or more cars would be a disaster. The appraisal card says that there is one apartment that's four bedrooms, there's two apartments that are three bedrooms and two more apartments that are two bedroom each. There's a lot of bedrooms meaning there are many cars. There's 15 bedrooms on this property. I'm opposed to staff’s recommendation.

C (Public): Marcia Schrader. I own the property of 1645 which is just next door north of the property in question. I have lots of concerns about this property in disrepair. The site needs a lot of work before they start adding they need to fix what they have. Residents who live in the front house are not going to walk want to walk a half a block to their car. They're going to park on the street. Across the street on the corner you have KANSEL with classes day and evening, and a community garden on the weekend. There is a lot of vehicle traffic, but also a lot of foot traffic including students from North High.

C (Public): Tim Young, 214 W. Buckeridge. I'm opposed to the MF-29 zoning but do support MF-18 as a compromise. Myself and several other speakers at the Planning Commission meeting advocated for TF-3 with a conditional use permit that would have allowed six units. Applicant would be able to have seven units there, which means they'll be able to have a minimum of nine to 13, car spaces, parking spaces on the lot with MF 18. With MF 29, it jumps to 15 to 20. Keep in mind that those are minimum parking requirements, they could have a lot more than that. MF-29 doesn't fit and it isn't consistent with the comprehensive plan or the with the neighborhood plan. I support the Planning Commission's decision to MF-18 as a compromise with what I perceive to be the general perspective of the neighborhood.

C (Public): Kim Dunford, 1624 North Fairview. Having the area in the National Register is a real jewel for Wichita, and for Midtown. People aren't going to walk half a block, it's 330 feet, go into the front house. Zoning is probably fine they've got space but pragmatically that's not going to happen. I really feel like it is detrimental to the area. I know personally that the prior owner fenced the alley because their tenants’ cars were being broken into. They can they have the right to open it up, but it was closed for a reason. I oppose this zoning

Q (DAB): Would this new zoning would help solve/ address some of the problems that we've heard tonight?

A (Staff): MF-18 is going to allow more dwelling units. You would assume that that's going to mean more people that are parking. I'm not sure if that helps the issues.

Q (DAB): How far from the dwelling is the parking?

A (Staff): The parking would be located in the rear of the property.

C (PUBLIC): The lot is 335 feet, it's twice normal.

Q (DAB): Is it going to continue to be in disrepair?

A (Staff): I'm not sure how long this owner has owned the property, that'd be a good question for applicant.

C (PUBLIC): The property was recently sold in 2021.

Q (DAB): Does this case have to go in front of City Council?

A (Staff): Yes.

Action Taken: Bill Washburn made a motion to **DENY** staff's recommendation. The motion was seconded by Scott Lucas.

MOTION PASSED 7-0

C (DAB): If you're not aware, many of the concerns that residents brought up during this discourse could be addressed by registering a complaint through Access Wichita on the City of Wichita web page. The page allows you to file formal complaints.

C (Council Member Ballard) WPD also has an app that allows you file complains.

Respectfully submitted,

Ana Lopez
Community Services Representative
District VI

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON April 15, 2022

ORDINANCE NO. 51-730

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. ZON2022-00007

City zone change from TF-3 Two-Family Residential to MF-18 Multi-Family Residential zoning on property described as:

Lot 2, Fairview Park Addition to Wichita, Sedgwick County, Kansas.

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.

ATTEST:

_____
Brandon J. Whipple, Mayor, City of Wichita

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Wichita Airport Authority

SUBJECT: Specific Airport Marketing Services Contract

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the contract.

Background: Certain marketing services are necessary to implement the Airport System's marketing initiatives, which are focused on passenger and revenue development. The goals of the Airport's marketing program include: increasing air services, increasing passenger retention, reducing leakage to other airports, improving the image of the Airport System, and improving the customer experience. In 2013, the Wichita Airport Authority (WAA) changed the previous practice of contracting with a single firm to serve as its full-service advertising agency-of-record. Instead, the WAA now has a team that includes one firm to provide specific airport marketing services (Greteman Group), and a second firm to provide media buying services and miscellaneous technical services (Copp Media). The contract with the Greteman Group expired in February 2022.

Analysis: A Request for Proposals was advertised in January for Specific Airport Marketing Services to include such items as strategic planning, website management, creative design/writing, video and audio production, and contest management. Three firms submitted proposals and all firms were interviewed. The Special Screening and Selection Committee, which included the Airport Advisory Board Chairman, the City's Strategic Communications Director, and several community and industry representatives with marketing expertise, chose Greteman Group based primarily upon the firm's qualifications, experience, measurable analytics illustrating proven performance, use of modern marketing techniques and technology, staff resources, quality, innovation, and responsiveness. The selection process was reviewed and approved by the City's Contract Administrator and was found to be in compliance with established policies.

Financial Considerations: The adopted WAA annual operating budget for 2022 contains a marketing allocation of $350,000. This allocation will be used for services and media buying services from Greteman Group and Copp Media and other miscellaneous direct expenses. Greteman Group's compensation structure will charge the WAA for its services at an hourly basis at a blended rate of $150 to $160 per hour depending upon the specific project and staff personnel required for a given project. There will not be a markup of outside costs. All out-of-pocket expenses of the firm are passed through at cost. The contract will be effective upon execution and runs for one year, with up to four one-year options.

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

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

Attachment: Contract

CONTRACT

For

SPECIFIC AIRPORT MARKETING SERVICES
between

WICHITA AIRPORT AUTHORITY

And

GRETEMAN GROUP, Inc.

THIS CONTRACT, made this _____ day of April, 2022 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, a municipality created by Kansas Statute and Wichita Home Rule Ordinance ("AIRPORT"), and GRETEMAN GROUP, Inc., a Kansas for-profit corporation ("CONTRACTOR").

WITNESSETH: That,

WHEREAS the AIRPORT is engaged in the operation of Wichita Dwight D. Eisenhower National Airport; and whereas it is the desire of both parties that the CONTRACTOR furnish certain marketing services (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and,

WHEREAS, the AIRPORT is authorized to employ a contractor to provide specific marketing services necessary to implement the Airport's marketing initiatives and CONTRACTOR has been competitively selected to provide those services.

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

ARTICLE I - SCOPE OF SERVICES

A. The Scope of Services to be performed by the CONTRACTOR, are outlined in EXHIBIT A.

ARTICLE II – THE CONTRACTOR AGREES:

A. To provide the professional services, equipment, and materials to perform the tasks as outlined in EXHIBIT A - Scope of Services.

B. To designate a project manager who will coordinate all work and be the point of contact for communications. The person to be designated as project manager shall be indicated in the submitted Proposal. CONTRACTOR shall not change the project manager without approval of the AIRPORT. Any replacement for the CONTRACTOR's project manager shall be at least as qualified for the work as the person being replaced.

C. To provide AIRPORT with the deliverables requested in accordance with the agreed upon timeframe.

D. To be responsible for the professional and technical accuracy of all deliverables furnished under this Agreement.

E. To save and hold AIRPORT harmless against all suits, claims, damages, fines and losses for injuries to third parties or their property or to the AIRPORT and its property and for any other legal or regulatory liability arising from or caused by negligent acts, errors or omissions of CONTRACTOR, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.

F. To maintain all books, documents, presentations, creative files, media files, graphic files, studies, accounting records, records of vendors and suppliers, and to make such materials available at the CONTRACTOR'S office at reasonable times during the contract period and for three years from the date of final

payment under the Agreement, for inspection and/or duplication by the AIRPORT or authorized representatives.

G. To complete and deliver each task to the AIRPORT within the times agreed upon for the individual tasks; except that the CONTRACTOR shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the AIRPORT or other agencies, or for other unavoidable delays beyond the control of the CONTRACTOR.

H. It further agrees, covenants and represents the Services furnished by CONTRACTOR, its agents, employees and subcontractors under this Agreement shall be free from negligent errors or omissions.

I. To not, on the grounds of race, color, sex, national origin, age, handicap, disability, ancestry, discriminate or permit discrimination in violation of any federal, state or City ordinance or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21) in performing the work or services required pursuant to this Agreement. The AIRPORT reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

J. It will undertake an affirmative action program if 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 CONTRACTOR 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 CONTRACTOR assures that it will require that their covered sub-organizations provide assurances to the AIRPORT that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, if required by 14 CFR Part 152, Subpart E, to the same effect.

K. The CONTRACTOR agrees the AIRPORT shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Contract to be awarded herein between the two parties shall be null and void.

L. To accept compensation for the work herein described in such amounts and at such periods hereinafter provided and that such compensation shall be satisfactory and sufficient payment for work performed, equipment or materials used and services rendered in connection with such authorized work.

M. During the term of this agreement, CONTRACTOR will not accept projects or render services to direct competitors of the AIRPORT without written permission.

N. CONTRACTOR agrees to treat all information that is provided in order to perform services, such as business affairs, property, methods of operation, techniques, processes, formulas or other data as confidential information.

ARTICLE III - INSURANCE

A. CONTRACTOR agrees to procure and maintain such professional liability insurance as will protect the CONTRACTOR from damages resulting from negligent acts and/or omissions of the CONTRACTOR, its agents, officers, employees and subcontractors in an amount not less than $500,000 per claim, and further agrees to maintain coverage for three years after date of final payment under the Agreement, subject to deductible of the greater of $10,000 or such amount that the CONTRACTOR can demonstrate to AIRPORT'S satisfaction is financially prudent. The CONTRACTOR shall be responsible for payment of all deductible amounts without reimbursement by AIRPORT.

B. CONTRACTOR agrees to procure and maintain a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than $1,000,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising

out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.

C. CONTRACTOR agrees to procure and maintain a commercial general liability policy for the duration of the Agreement that shall be written in a comprehensive form and shall protect CONTRACTOR against all claims arising from injuries to persons (other than CONTRACTOR'S employees) or damage to property of the AIRPORT or others arising out of any negligent act or omission of CONTRACTOR, its agents, officers, employees, or subcontractors in the performance of CONTRACTOR services under this Agreement. The liability limit shall not be less than $1,000,000 per occurrence. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Certificates of Insurance satisfactory to the AIRPORT shall be filed with the AIRPORT prior to the time CONTRACTOR starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides the AIRPORT with the same notice required by the policy to be given the policy holder.

D. CONTRACTOR shall also provide commercial general automobile insurance with a combined single limit coverage of not less than $1,000,000 per accident. Additionally, the CONTRACTOR shall provide professional errors and omissions coverage protecting CONTRACTOR against negligent acts and omissions occurring in the course of providing the contracted services, which shall be not less than $1,000,000 per claim. This E&O policy may be carried on a claims made basis.

ARTICLE IV - OWNERSHIP

A. All information provided by the AIRPORT and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONTRACTOR or subcontractors without the

prior written consent of AIRPORT, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:

1. Within the public domain at the time of its disclosure.
2. Required to be disclosed by a court of competent jurisdiction, Government order, or applicable statute.
3. Approved by the AIRPORT for publicity.
4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

B. All information used in compiling the CONTRACTOR's final approved work, research, final approved creative design, reports and other items of like kind prepared by the CONTRACTOR, its employees and CONTRACTORs, shall be the sole and exclusive property of AIRPORT, and AIRPORT shall own all intellectual property rights thereto. The CONTRACTOR may retain reproducible copies, hard copies and/or electronic files, of all of the foregoing documents for information and reference. The originals of all of the foregoing documents containing final approved work shall be delivered to AIRPORT promptly upon completion thereof.

C. The AIRPORT has all right, title and interest in and to all files and other consulting deliverables provided to AIRPORT hereunder. CONTRACTOR shall retain all right, title and interest in and to any process, techniques, methods, data, data sources, trade secrets or any other intellectual property rights contained within such deliverables.

ARTICLE V – COMPENSATION/PAYMENT PROVISIONS

A. For each assignment, AIRPORT shall pay CONTRACTOR according to an agreed upon Schedule of Fees and Expenses as outlined in Exhibit C. The fees and expenses shall not increase during the term of this AGREEMENT.

B. During the course of the Agreement any scope changes anticipated by the CONTRACTOR shall immediately, and in writing, be brought to the attention of the AIRPORT along with an estimate of actual costs and impact to the task's schedule. The CONTRACTOR shall give the AIRPORT the opportunity to mitigate any and/or all impacts of the proposed scope of services changes. For potential scope of services changes initiated by the AIRPORT, the AIRPORT shall provide to the CONTRACTOR, in writing, the known details of the proposed scope of services change and the CONTRACTOR shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid without the written consent of AIRPORT.

C. AIRPORT agrees to reimburse CONTRACTOR for all AIRPORT approved expenses incurred by CONTRACTOR and agreed upon by AIRPORT in connection with the performance of this Agreement. All invoices must have supporting documentation at the time invoices are submitted for payment. CONTRACTOR will make every effort to keep expenses at a minimum. No markup of expenses is allowed.

D. CONTRACTOR will submit billings to the AIRPORT for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONTRACTOR and approved by the AIRPORT. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the AIRPORT.

E. AIRPORT and CONTRACTOR will agree on tasks to be performed and CONTRACTOR will provide a cost estimate and schedule prior to the commencement of work. Once AIRPORT and CONTRACTOR agree on the schedule and cost for performing such specific tasks, AIRPORT shall authorize the CONTRACTOR to perform the work.

F. Final payment for a task shall not occur until all work is complete and approved by the AIRPORT.

ARTICLE VI - TERM

A. This Agreement will commence as of the effective date and will continue for a term of one year, and may be renewed at the option of the AIRPORT for four additional one-year terms under the same provisions, upon acceptance by CONTRACTOR.

ARTICLE VII - CONTRACTOR/SUBCONTRACTOR RELATIONSHIP

A. The CONTRACTOR shall not contract with subcontractors to perform any portion of the work provided for in this Agreement without the prior written consent of AIRPORT. It is solely the CONTRACTOR's responsibility to ensure that any of the CONTRACTOR's permitted subcontractors perform in compliance with the terms of this Agreement.

ARTICLE VIII – THE CONTRACTOR HEREBY CERTIFIES THAT:

A. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above CONTRACTOR) to solicit or secure this Agreement.

B. It 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. By acceptance of this Agreement, CONTRACTOR warrants that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. CONTRACTOR further agrees by submitting this

Agreement that it will include this clause without modification in any Agreement with an approved subcontractor.

ARTICLE IX - THE AIRPORT AGREES:

A. To furnish all available information pertaining to the PROJECT available to the AIRPORT. All information shall be considered confidential unless otherwise noted.

B. To pay the CONTRACTOR for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.

C. AIRPORT may from time-to-time request modifications to the scope of work outlined in each task and will specify in detail the desired modification(s). If the requested changes do not change the scope of work, there will be no additional cost to the AIRPORT. Otherwise, if the scope of work does change, CONTRACTOR will provide AIRPORT with a change document that includes (i) price change, (ii) estimated impact on project schedule, and (iii) revised description of the deliverables, including additional terms, conditions, or duties of AIRPORT.

D. To indemnify and hold the CONTRACTOR harmless against AIRPORT'S negligent acts and errors.

ARTICLE X - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

1. That the right is reserved to the AIRPORT to terminate this Agreement or any portion or phase of this Agreement at any time, upon written notice, PROVIDED, however, that in such case the CONTRACTOR shall be paid the reasonable value of the Services rendered up to the time of termination on the basis of the provisions of this Agreement. Upon receipt of such notice, CONTRACTOR shall immediately discontinue services (unless the notice

directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the AIRPORT and become the property of the AIRPORT.

2. Any violation or breach of the terms of this Agreement on the part of the CONTRACTOR or subcontractor(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the AIRPORT may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate Agreement or otherwise, for the account and at the expense of the CONTRACTOR. The CONTRACTOR shall be liable to the AIRPORT for those costs associated with the remedy of the breach of terms.

B. The rights and remedies of the AIRPORT provided herein are in addition to any other rights and remedies provided by law or under this Agreement.

C. That the deliverables shall become the property of the AIRPORT upon delivery or termination of the Services in accordance with this Agreement. There shall be no restriction or limitation on their further use by the AIRPORT. CONTRACTOR's logo and name shall not be reproduced on such documents if reused by the AIRPORT, unless CONTRACTOR agrees.

D. 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.

E. Neither the AIRPORT'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONTRACTOR 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.

F. No person or entity is a third-party beneficiary hereunder, and only the parties to this Agreement may maintain a suit for damage pursuant to its terms.

G. Exhibits A, B and C are incorporated as a part of this Agreement by reference.

IN WITNESS WHEREOF, the AIRPORT and the CONTRACTOR have executed this Agreement as of the date first written herein.

WICHITA AIRPORT AUTHORITY, "AIRPORT"

By: _____
Karen Sublett, City Clerk

By: _____
Brandon Whipple, President

By: _____
Jesse Romo, Director of Airports

APPROVED AS TO FORM: _____
Jennifer Magana, Director of Law

Date: 3-9-22

GRETEMAN GROUP, "CONTRACTOR"

Address: 1425 East Douglas
Wichita, KS 67211

By: _____
Sonia Greteman
President

Attachments:
Exhibit A - Scope of Services
Exhibit B – Mandatory Contract Provisions
Exhibit C - Rates and Expenses

EXHIBIT "A"

SCOPE OF SERVICES

The Airport is requesting certain marketing services necessary to implement the Airport's marketing initiatives which are focused on passenger/revenue development, with the goals of increasing air service, increasing passenger retention, improving the airport's image, and improving the customer experience. The following services, to be performed under the direction of the Director of Airports, will be required but not limited to:

1. Strategic planning
    a. The firm must be skilled in developing creative and digital strategies to address the needs of the airport.
2. Website management
    a. The firm must be proficient in website design, analytics, and knowledgeable in WordPress. If requested, the firm must be able to manage the front-end and back-end, update plugins within the site as well as server files and updates.
    b. The firm must be able to manage the front-end and back-end, update plugins within the site as well as server files and updates.
3. Digital, content marketing and social media
    a. The firm will design social media video ad and single image templates that the airport can use for posting. Templates would look and feel like video ads but allow the airport team the ability to change image and clip assets and add voiceover with and without transcripts.
    b. The firm must be proficient in social media and stay current with the latest and most effective trends.

c. The firm will create graphic elements, vertical and horizontal assets for digital advertising writing, and support with content ideas, sometimes at short notice and at an affordable cost.
d. The firm will create video and graphic elements. Horizontal and vertical assets will be needed.

4. Creative Design
   a. The firm may be tasked with designing artwork and creative writing for social platforms, billboards, banners, signs, print ads, TV, etc., for a variety of Airport promotions.
5. TV/Video production
   a. The firm may be tasked with producing videos and TV ads to promote the airport and/or its services
6. Contest Management
   a. The firm must be experienced with contest development, management and proficient in writing contest rules.

CONTRACTOR agrees to work with the AIRPORT's overall marketing team to plan and implement marketing strategies under the direction of the Director of Airports and Air Service & Marketing Manager.

CONTRACTOR understands that some work assignments may be done by other firms and marketing professionals.

EXHIBIT “B”

MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. Terms Herein Controlling Provisions: The terms of 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 Agreement.

2. Choice of Law: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. Termination Due to Lack of Funding Appropriation: If, in the judgment of the City’s Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (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 for in the Agreement, except that such notice shall not be required prior to ninety (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 to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The

termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

4. Disclaimer of Liability: City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

5. Acceptance of Agreement: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. Arbitration, Damages, Jury Trial and Warranties: The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties 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.

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

8. Federal, State and Local Taxes: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes

and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. Insurance: City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City 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.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. Conflict of Interest. Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. Confidentiality. Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 et seq.) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or

used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

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

13. Anti-Discrimination Clause. 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, ancestry, or age in the admission or access to, or treatment or employment in, its programs and 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 Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (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 this Agreement or whose contracts with the City cumulatively total $5,000 or less during the City's fiscal year.

14. Suspension/Debarment. Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall

have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. Compliance with Law. Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

EXHIBIT "C"

SCHEDULE OF FEES AND EXPENSES

All work will be done on a blended rate of $150-$160/hour. Fees are billed per estimate.

CONTRACTOR will bill work-to-date on a monthly basis. Partial payment requests may be made at intervals of not less than four weeks.

Invoices will include the number of hours and explanation of work performed. Charges for general account management will also include hours and work performed.

There will be no markup of hard costs or subcontractor costs.

Meeting time will be included in project costs.

City of Wichita
City Council Meeting
April 5, 2022

TO: Wichita Airport Authority

SUBJECT: General Aviation Apron Reconstruction
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the project budget adjustment, the increase in staff change order authority, the supplemental agreement, and the grant applications.

Background: The 2016 Pavement Condition Inventory indicated the airfield pavements on the General Aviation apron were in poor condition and exceeded the threshold that triggers major rehabilitation or reconstruction. Consequently, major pavement improvements are needed to serve tenants and airport operations. The project is planned to be accomplished in multiple phases, which began in 2017 with the selection of Garver, LLC. (Garver) to provide evaluation study services as well as the subsequent design and construction services for Phases 1 & 2.

Analysis: The Formal Bid documents for the construction of the General Aviation Apron Reconstruction Phase 1 project were advertised on February 7, 2022, and bids were opened at City Hall on Friday, March 11, 2022. All bid information was submitted to the Federal Aviation Administration (FAA) for its review and concurrence to award to the low bidder. The concurrence of award from the FAA was received on March 17, 2022. The construction contract was awarded at the April 4, 2022, Board of Bids and set for City Council approval April 5, 2022.

A Supplemental Agreement with Garver for construction phase and closeout services has been prepared and is attached.

Per Purchasing Policy, all change orders above the $50,000 limit will require approval by the City Council. The approximate six-week process for change order approval will result in significant delays with increased costs to the project. Increasing the staff authority level for change order approval will not increase the project budget but will afford staff the opportunity to execute change orders in a timely fashion. Therefore, due to the size and complexity of the project, staff recommends an increase in the change order limit as allowed under the ceiling set by Charter Ordinance 228 to 2.5% of the bid amount, which is $491,633.

Financial Considerations: Supplemental Agreement No. 2 is in the not-to-exceed amount of $2,010,112, which brings the Garver contract total to $3,541,435. A budget increase of $21,936,500 is requested, which brings the total budget to $23,708,400.

The following chart provides a project budget history:

Date Approved	Purpose	Amount
June 6, 2017	Initial budget	$850,000
November 27, 2018	Design and bid phase	$921,900
April 5, 2022 (request)	Construction and Remaining project costs	$21,936,500
	Total budget to date	$23,708,400

The 2022-2031 Adopted Capital Improvement Program includes authorization for this project within Airfield Pavement – ICT. This project is eligible for grant funding from the FAA and grant applications have been prepared in the amount of $19,950,403. This project will be funded with FAA Airport Improvement Program (AIP) funds, available funds of the Airport, and the issuance of General Obligation bonds repaid with Airport revenue.

Legal Considerations: The Law Department has reviewed and approved the supplemental agreement and grant applications as to form. Application and utilization of these grants is within the Wichita Airport Authority's statutory powers.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget adjustment, approve the increase in staff change order authority, approve the supplemental agreement, approve the grant applications, authorize acceptance of grant funds, and authorize the Director of Airports to sign all documents related to the grants.

Attachments: Garver supplemental agreement and two grant applications.

Supplemental Agreement No. 2

to the

Contract for Professional Services

between

The Wichita Airport Authority, “Owner”,

and

GARVER, LLC, “Consultant”,

That,

There now exists a Contract, dated June 6, 2017 and Supplemental Agreement #1 dated May 15, 2018 between the two parties covering professional services to be provided by the Consultant in conjunction with the project **Wichita Dwight D. Eisenhower National Airport General Aviation Apron, Phase 1 Improvements**, and

Article V, B of the referenced Contract provides additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

It is the desire of both parties that the Consultant provide additional services required for the Project and receive additional compensation (as revised herein). The parties hereto do mutually agree as follows:

A. Scope of Services

The description of the improvements that the Owner intends to construct and thereafter called the “Project” as stated within Article I of the referenced Contract is hereby amended to include the attached Exhibit SA2-1.

B. Payment Provisions

The fee in Article V, A. of the referenced Contract shall be amended to include the following:

Payment to the Consultant for the performance of the professional services as described in this Supplemental Agreement shall not exceed $2,010,112.00. Reference Exhibit SA 2-2.

C. Provisions of the Original Contract

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement, unless modified herein, and shall remain in full force and effect. The parties agree that the original Contract terms are similarly incorporated into this Supplemental Agreement and that the terms of the original Contract and all prior supplemental agreements are re-adopted by this Agreement.

IN WITNESS WHEREOF, the Owner and the Consultant have executed this Contract as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
2173 AIR CARGO ROAD
WICHITA, KANSAS 67209

By: _____
Karen Sublett, City Clerk

By: _____
Brandon J. Whipple, President
"Owner"

By: _____
Jesse R. Romo, A.A.E., Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Jennifer Magaña, City Attorney and Director of Law

CONSULTANT

Garver, LLC
1995 Midfield Road
Wichita, KS 67209

By: Mark E. Williams Digitally signed by Mark E. Williams Date: 2021.09.30 [illegible]

Title: Midwest Aviation Leader

Attachment(s): Exhibit SA2-1 Scope of Services
Exhibit SA2-2 Fee Schedule

EXHIBIT SA2-1
SCOPE OF SERVICES
SUPPLEMENTAL AGREEMENT NO. 2
WICHITA AIRPORT AUTHORITY
DWIGHT D. EISENHOWER NATIONAL AIRPORT (ICT)
GENERAL AVIATION APRON RECONSTRUCTION – PHASE 1 CONSTRUCTION SERVICES

March 22, 2022

Generally, the Scope of Services includes construction phase services and grant closeout services for the **General Aviation Apron Reconstruction – Phase 1** project at the **Wichita Dwight D. Eisenhower National Airport (ICT)** in accordance with FAA Central Region AIP Sponsor Guides 1000 and 1600. Improvements will consist primarily of reconstruction and expansion of the following pavements along with the associated utilities, grading, drainage, paving, marking, lighting, airfield signage, and fencing.

- Reconstruction of the General Aviation Apron and hangar taxilanes from the fuel farm to the south end of H-41.
- Reconstruction and rehabilitation of the hangar taxilanes near Hangars H-11 to H-14
- Construction of a N-S taxilane from Hangar H-11 to Taxiway A1.
- Reconstruction of the H-40 apron and expansion of the H-41 apron.
- Demolition of existing Taxiways A2 and A3 west of Taxiway A.
- Construction of ultimate Taxiways A3 west of Taxiway A.

Garver staff will utilize Garver's local offices and vehicles for the duration of the project. A field office for Garver will not be provided by the Owner or Contractor.

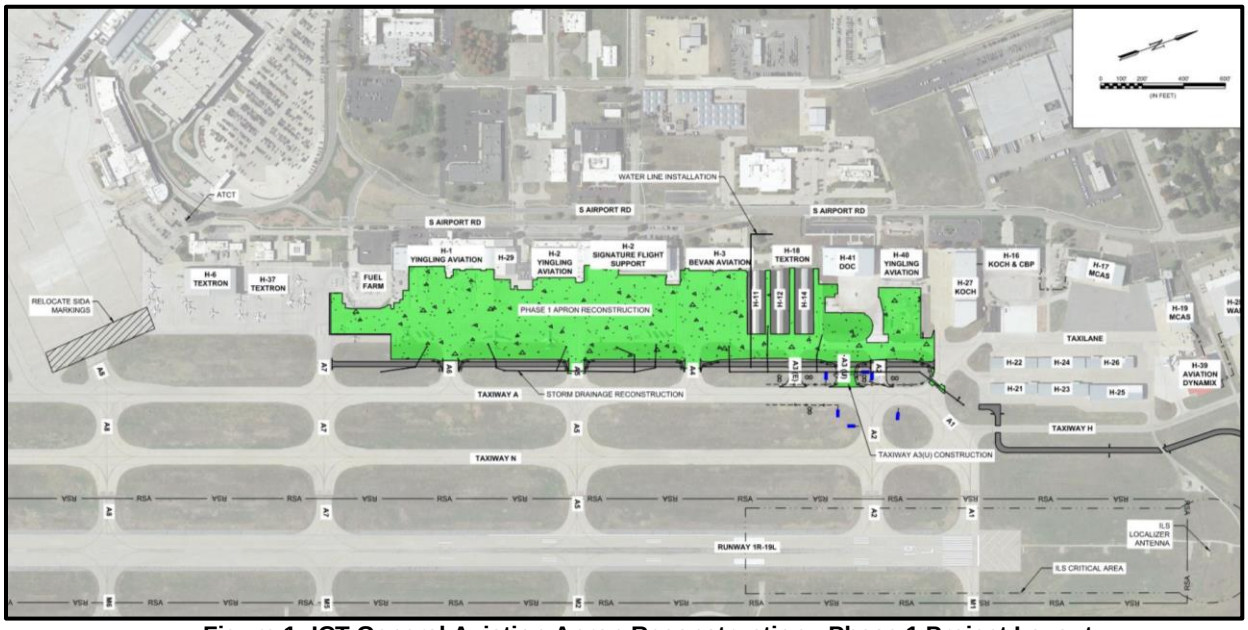

Figure 1: ICT General Aviation Apron Reconstruction - Phase 1 Project Layout

A.1 Construction Administration Services

During the construction phase of work, Garver will accomplish the tasks below.

A.1.1 Project Management

Garver's Project Manager will complete the following project management tasks.

- Coordination with Owner and Garver personnel to maintain project budget, schedule, and contract requirements.
- Manage subconsultants regarding, budget, schedule, quality, and staffing.
- Coordinate ICT badging and authorized signer requirements for Garver staff and subconsultants that require access inside the perimeter security fence

A.1.2 Issued for Construction (IFC) Documents

Garver will compile bid addendums and any other necessary plan changes due to post-bid project updates and/or funding changes into a final Issued for Construction (IFC) set of plans and specifications. IFC plans and specifications will be distributed as follows:

- Owner – 4 half-size and 1 full-size sets plus electronic files in pdf format
- Contractor – 3 half-size sets plus electronic files in pdf format
- Resident Project Representative (RPR) – 1 half-size set
- Specifications will distributed in the same quantity as the plans listed above.

A.1.3 Construction Management Plan

Garver will prepare a "Construction Management Plan" in accordance with Federal Aviation Administration (FAA) requirements. At a minimum, the plan shall list key construction personnel, qualifications of construction management personnel, and materials quality assurance information. The plan will be reviewed by the FAA project manager and must be approved along with the final plans and specifications for construction.

A.1.4 Meetings and Site Visits

Garver's Project Manager and RPR will attend and facilitate the following meetings with the Owner and Contractor. Garver will develop meeting minutes for each meeting and distribute them within 5 calendar days.

- Pre-Construction Meeting
- Administrative Meeting (facilitated by WAA staff)
- Weekly Progress Meetings
- Concrete Pre-Paving Meeting
- Asphalt Pre-Paving Meeting
- Others, as required

Garver's Project Manager will conduct site visits at the start of all critical construction operations to coordinate with the RPR and observe the Contractor's progress. Garver's electrical engineer will make quarterly site visits.

A.1.5 Submittals

Garver will evaluate and respond to the following documents from the Contractor:

- Construction material submittals and shop drawings regarding the origin, composition, and manufacturer of all materials the Contractor intends to use in the project work.
- Quality control plan
- Safety plan compliance document
- Construction schedule

Garver will notify the Contractor in a timely manner when they are approaching substantial completion or final acceptance deadlines, and remind them of the liquidated damages attached to each deadline.

Corrections or comments made by Garver on the shop drawings during this review will not relieve Contractor from compliance with requirements of the drawings and specifications. The check will be for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The Contractor will be responsible for confirming and correlating all quantities and dimensions, selecting fabrication processes and techniques of construction, coordinating his work with that of all other trades, and performing his work in a safe and satisfactory manner. Garver's review shall not constitute approval of safety precautions or constitute approval of construction means, methods, techniques, sequences, procedures, or assembly of various components. When certification of performance characteristics of materials, systems or equipment is required by the Contract Documents, either directly or implied for a complete and workable system, Garver shall be entitled to rely upon such submittal or implied certification to establish that the materials, systems or equipment will meet the performance criteria required by the Contract Documents.

Garver will also evaluate submittals and proposed waivers for the Contractor for compliance with Buy American requirements.

A.1.6 RFIs

Garver will issue instructions to the Contractor on behalf of the Owner and issue necessary clarifications (respond to RFIs) regarding the construction contract documents. Revised plan sheets will be issued as required.

Garver will provide AutoCADD surface files for use by the contractor for horizontal and vertical survey control and construction staking.

Garver will update Construction Safety and Phasing Drawings on a routine basis (estimated at two times per month) throughout the duration of construction. These drawings will be utilized by all on-site staff of Garver, the Owner, and the Contractor (including flaggers) to maintain correct haul routes and work areas.

A.1.7 Change Orders

When authorized by the Owner, Garver will prepare change orders or supplemental agreements for changes in the work from that originally provided for in the construction contract documents. Garver will provide independent cost analysis of change order requests from the Contractor and make recommendations to the Owner regarding costs and time extensions

A.1.8 Progress Payments

Garver will prepare Contractor's progress payment requests based on the actual quantities of contract items completed and accepted and will make a recommendation to the Owner regarding payment. Garver's recommendation for payment shall not be a representation that Garver has made exhaustive or continuous inspections to (1) check the quality or exact quantities of the Work; (2) to review billings from Subcontractors and material suppliers to substantiate the Contractor's right to payment; or (3) to ascertain how the Contractor has used money previously paid to the Contractor.

The Contractor shall provide an updated construction schedule with each monthly progress payment request. Garver will compare the updated schedule to the previous baseline schedule and notify the Owner and Contractor of any potential delays noted.

Garver's Project Manager will meet monthly with the Owner's administration staff to review the following items on monthly progress payments and Garver's Invoices:

- Separate work that is ineligible for AIP funding from work that is eligible for AIP funding.
- Separate work to the correct grant funding for multiple grants.
- Review withholding of funds from the Contractor including retainage, liquidated damages, and costs for failed materials tests.

A.1.9 Owner and Tenant Coordination

Garver will consult with and advise the Owner during the construction period. Garver will submit, when requested by the Owner, written reports to the Owner on the progress of the construction including any problem areas that have developed or are anticipated to develop.

Garver will prepare simplified exhibits showing work previously completed and current construction work areas to communicate effectively with tenants, ATCT staff, and Owner's staff (administration, operations, police and fire, etc.) These exhibits are estimated to be updated two times per month for the duration of construction. Safety, phasing, project schedule and other information may be distributed via email or hosted on a project website.

One monthly meeting for tenant and/or ATCT coordination is anticipated and will be attended by two Garver staff.

A.1.10 DBE and Davis Bacon Compliance

The Owner will review the Contractor's certified payroll for compliance with prevailing wage rates and will review the Contractor's compliance with the DBE goals established during bidding including preparing the monthly DBE payment log.

Garver will assist the Owner with these compliance reviews by completing the following tasks:

- Perform wage rate interviews as necessary (quarterly at a minimum) with the Prime Contractor and each subcontractor and observe the Contractor's operations for proper classification of workers and determine compliance with the prevailing wage rates.
- Monitor on-site DBE activities regarding compliance for each DBE prime contractor and subcontractor in conformance with their contractual responsibilities. This includes monitoring and submitting weekly reports to the Client regarding on-site activities for commercially useful functions using their own forces/equipment/materials and verifying on-site equipment and vehicles under DBE control and ownership.

A.1.11 Substantial Completion and Final Inspection Site Visits

Garver will participate in substantial completion walkthroughs with the Owner and Contractor and prepare punch lists prior to areas being opened to aircraft traffic.

Garver will participate in a pre-final walkthrough with the Owner. Garver will also participate in a final project inspection with the Owner and Contractor, prepare punch lists, monitor completion of punch list items, review final project closeout documents, and submit the final pay request.

A.1.12 Airport Part 139 Sign and Marking Plan

Garver will update the Owner's Part 139 Sign and Marking Plan to reflect changes to the existing airfield signage and markings made as a part of the construction. The updated plan shall be

submitted to the Owner within 2 weeks of the improvements being completed and pavement opened to aircraft operations.

A.2 On-Site Resident Project Representative Services

Garver will provide full-time Resident Project Representative services for the construction contract performance time. The proposed fee is based on the schedule listed below. All RPR personnel shall have the appropriate experience and qualifications to meet or exceed FAA requirements as described in FAA Central Region AIP Sponsor Guide Section 1030 & 1070.

Phase/Task	Anticipated Duration	Proposed Staffing
NTP #1 – Project setup and coordination during batch plant and work outside the fence	30 Calendar Days	1 RPR for 16 hours per week
NTP #2 – Construction	550 Calendar Days	1 RPR for 60 hours per week 2nd RPR for 40 hours per week 3rd RPR for 10 hours per week
NTP #3 – Final Sodding/Seeding	7 Calendar Days	1 RPR for 40 hours per week

During the construction period, Garver's RPR will provide or accomplish the following:

1. Coordinate with the Owner regarding the Contractor's activities and progress during the construction period.
2. Photograph site conditions before, during, and after construction.
3. As necessary, attend safety meetings with the Contractor.
4. Review materials delivered to the site versus the approved shop drawings and Buy American contract provisions.
5. Coordinate with the firm providing construction materials quality assurance testing. Coordinate with this firm to ensure that all material tests required for construction are scheduled and accomplished in a manner that will not delay the Contractor unnecessarily and will meet specification requirements as to location and frequency.
6. Maintain a file of quantities incorporated into the work, test reports, certifications, shop drawings and submittals, and other appropriate information.
7. In accordance with FAA AC 150/5370-12A, maintain a project diary that documents daily work activities and contract time.
8. Prepare weekly construction reports conforming to FAA form 5370-1 or an equivalent format that addresses the same information. On a quarterly basis, these reports will be summarized and a quarterly report will be provided to the Owner to accompany Quarterly Performance Reports to the FAA.
9. Administer the "Construction Management Plan" prepared by Garver and observe contractor quality control testing.
10. Monitor the contractor's conformance to the approved construction safety and phasing plan and the Contractor's safety plan compliance document.
11. Monitor the Contractor's work force to verify proper classifications for the work being performed.
12. Monitor the Contractor's compliance with applicable on-site requirements of the E.E.O provisions.
13. Monitor and verify actual participation by DBE subcontractors including commercial useful functions.
14. Confirm that the Contractor has properly posted the required notices in a prominent and conspicuous location.

The RPR will be supported by surveying staff, who will provide up to 4 hours per week for field checking contractor's layout/grades, etc.

In performing construction observation services, Garver will endeavor to protect the Owner against defects and deficiencies in the work of the Contractor(s); but Garver does not guarantee the performance of the Contractor(s), nor is Garver responsible for the actual supervision of construction operations. Garver does not guarantee the performance of the contracts by the Contractors nor assume any duty to supervise safety procedures followed by any Contractor or subcontractor or their respective employees or by any other person at the job site. However, if at any time during construction Garver observes that the Contractor's work does not comply with the construction contract documents, Garver will notify the Owner and Contractor of such non-compliance and instruct him to correct the deficiency and/or stop work, as appropriate for the situation. Garver will also record the observance, the discussion, and the actions taken. If the Contractor continues without satisfactory corrective action, Garver will notify the Owner immediately, so that appropriate action under the Owner's contract with the Contractor can be taken.

Garver shall not issue any stop work orders without first consulting the Owner.

A.3 Materials Testing Services

Through a Subconsultant (Terracon), Garver shall provide the quality assurance testing for the project as required by the Plans and Specifications in accordance with FAA and the Owner's requirements. In accordance with FAA requirements, the laboratory furnishing testing services will have a current accreditation by a nationally recognized accreditation program.

Testing is anticipated for the following specifications and approximate number of lots.

- P-152 Earthwork 10 Lots
- P-154 Subbase Course 10 Lots
- P-155 Lime-Treated Subgrade 120 Lots
- P-208 / P-209 / P-219 Aggregate Base Course 90 Lots
- P-307 Cement Treated Permeable Base Course (or) 57 Lots
- P-407 Asphaltic Treated Permeable Base Course
- P-401 Asphalt Mix Pavement 6 Lots
- P-501 Cement Concrete Pavement 110 Lots
- P-610 Structural Portland Cement Concrete 5 Lots
- D-701 Pipe for Storm Drains and Culverts (Pipe Backfill) 15 Lots

Garver will prepare a Construction Materials Quality Control Summary. At a minimum, the summary shall include a list of all tests performed showing the date, location, pass or fail, results of retests, and whether the test is eligible or ineligible under the A.I.P. program. The Summary will include a certification that all testing was completed in accordance with the "Construction Management Plan."

A.4 Media Management Plan (MMP) for Contaminated Soils

During project design, soil samples in the proposed construction area were analyzed for low-range, mid-range, and high-range hydrocarbons (LRH, MRH, and HRH) per Kansas Department of Health and Environment (KDHE) Modified Test Methods 8260 and 8015. The results of the laboratory analysis showed that:

- LRH was not detected at concentrations above LRH practical quantitation limits (PQLs).
- MRH was detected at low concentrations below KDHE Tier 2 Risk-based Standards for Kansas (RSK) levels.
- HRH was detected at low concentrations well below KDHE RSK levels.

However, a project-specific Media Management Plan (MMP) will be created to establish the Contractor's responsibilities, sampling procedures, and disposal procedures if contaminated soil is encountered by the Contractor.

Through a Subconsultant (Terracon), Garver will develop a MMP to address the management and disposition of impacted soil, surface water, and/or groundwater, if generated during site redevelopment activities. This plan will be developed using the construction plans and the 2017 Terracon limited soil sampling information. The MMP will include the following:

- Site history and geology.
- An overview of site contaminants.
- Proper management of impacted soil, surface water and/or groundwater.
- Contractor responsibilities.
- Sampling and analysis procedures.
- Off-site disposal location procedures (if necessary).
- Preparation of the MMP assumes 1 pre-planning call, development of the draft plan, review meeting with the Owner, and revisions for a final plan.

During construction, the following on-call services will be provided as needed to monitor the Contractor's compliance with the media management plan.

- General oversight of earthwork activities and management of media.
- Update or modification to the MMP to support bidding and contracting activities and/or changes to site conditions and construction activities.
- Technical support and communications with Owner and Contractor.
- Screening and segregation of impacted soil and/or water.
- Sampling and analysis.
- Special waste profiling.
- Tracking and documentation of disposal activities.
- Health and Safety support.

A.5 Project Closeout Services

At the conclusion of construction, Garver will assist the Owner with project closeout by providing the following documents in accordance with *AIP Sponsor Guide 1600 Grant Closeout* within 45 days of receipt of Contractor closeout documents.

1. Final Construction Report in accordance with FAA requirements.
    a. Brief Narrative of Work Accomplished
    b. Project Photographs
    c. Summary of Key Milestone Dates
    d. Contract Time (Explanation of liquidated damages and weather delays)
    e. Labor Provisions (Statement of Compliance, Payroll Reviews)
    f. Environmental Requirements
    g. Summary of DBE Utilization
    h. Contract Change Orders and Quantity Adjustments
    i. Construction Materials Testing and Acceptance
2. Garver will maintain a set of working drawings and prepare and furnish final record drawings to the Owner.
3. As-Built ALP drawings for sheets that are impacted by changes to airfield geometry and taxiway nomenclature. This is expected to include:

a. Airport Layout Drawing
b. Terminal Area Drawing

4. Airport Diagram markups for changes to airfield geometry and taxiway nomenclature.
5. Updated Tenant Lease exhibits and descriptions for leaseholds impacted by the proposed construction.
    a. Collect topographic survey information and mark new lease corners.
    b. Create exhibit drawings showing measurements and lease descriptions for individual tenants. (3 anticipated).

A.6 Project Deliverables

The following deliverables will be submitted to the parties identified below. Drafts of all deliverables will be submitted to the Owner for review prior to being sent to other parties. Unless otherwise noted below, all deliverables shall be electronic.

1. Issued for Construction Plans and Specifications to the Owner and Contractor.
    a. Four (4) half size hard copies to the Owner
    b. One (1) full size hard copy to the Owner
    c. Electronic Copy to the Owner (AutoCADD 2010 Version and PDF)
    d. Three (3) half size copies to the Contractor
    e. Electronic copy to the Contractor (PDF)
2. One hard copy and electronic copy of the Construction Management Plan.
3. Electronic copies of approved submittals from the Contractor.
4. Electronic copies of the updated Part 139 Sign and Marking Plan.
5. Record Drawings & Specifications.
    a. Electronic copy to the Owner and FAA (AutoCADD 2010 Version and PDF)
    b. One (1) full size hard copy to the Owner
    c. PDF and Word documents of the specifications
6. Final Construction Report.
    a. Electronic copy to the Owner and FAA
    b. One (1) hard copy to the Owner
7. As-Built ALP
    a. Electronic copy to the Owner and FAA (AutoCADD 2010 Version and PDF)
8. Airport Diagram markups (PDF)
9. Tenant Lease Exhibits/Descriptions
    a. Electronic copy to the Owner (AutoCADD 2010 Version and PDF)
10. Other electronic files as requested.

A.7 Additional Services

The following items are not included under this agreement but will be considered as additional services to be added under Amendment if requested by the Owner.

1. Redesign for the Owner's convenience or due to changed conditions after previous alternate direction and/or approval.
2. Deliverables beyond those listed herein.
3. FAA grant application, requests for reimbursement, invoice summary preparation, quarterly reports.
4. Review Contractor's certified payroll reports.
5. Conduct SWPPP inspections.
6. PCN calculations.
7. Updates to the ALP reflecting non-participating improvements or planning revisions.
8. As-built AGIS survey.

A.8 Schedule

Garver shall begin work under this Agreement within ten (10) days of execution of this Agreement and shall complete the work in accordance with the schedule below:

Task	Calendar Days
Submit Construction Management Plan (CMP)	14 days from receipt of executed agreement
Respond to Contractor Submittals	7 days from receipt from Contractor
Contractor Pay Applications	7 days from receipt from Contractor to approve and forward to the Owner or return to the Contractor
Construction Observation, Administration, & Quality Assurance Materials Testing	As required during 550 calendar day construction period
Final Project Report, Record Drawings, and Closeout Documents	45 days from receipt of Contractor closeout documents

Exhibit SA2-2

WICHITA AIRPORT AUTHORITY
ICT GA Apron Reconstruction Phase 1 - CN Phase Services

FEE SUMMARY

Title II Service	Estimated Fees	
Construction Administration Services	$ 350,595.00	
Resident Project Representative Services	$ 1,242,919.00	
Quality Assurance Testing	$ 374,448.00	
Project Closeout	$ 42,150.00	
Total for Title II Service	**$ 2,010,112.00**	**(Not to Exceed)**

Description	Hours	Rate	Cost
Principal-In-Charge	36	$91.00	$3,276.00
Project Manager	992	$53.00	$52,576.00
Project Engineer (Civil)	1826	$35.00	$63,910.00
Lead RPR	5773	$43.00	$248,239.00
Assistant RPR	3949	$35.00	$138,215.00
Surveyor	375	$35.00	$13,125.00
Airport Planner	16	$50.00	$800.00
CADD Technician	24	$25.00	$600.00
Administration	54	$24.00	$1,296.00
Total Hours =	13,045	Total Labor =	$522,037.00

Labor and General Administrative Overhead (183.49%) =	$957,885.00
Profit on Labor & Overhead (10%) =	$147,993.00
Direct Non-Labor Expenses =	$27,487.67

Subconsultants

Firm	Scope	Cost
Terracon	Quality Assurance Testing	$288,600.00
Terracon	Media Management Plan	$17,230.00
Custom Engineering	Electrical	$48,879.33
	Total Subconsultants =	$354,709.33

Total Not-To-Exceed Contract Fee =	**$2,010,112.00**

Exhibit SA2-2

WICHITA AIRPORT AUTHORITY
ICT GA Apron Reconstruction Phase 1 - CN Phase Services

CONSTRUCTION ADMINISTRATION SERVICES

WORK TASK DESCRIPTION	Principal-In-Charge	Project Manager	Project Engineer (Civil)	Lead Electrical Engineer	Project Engineer (Electrical)	Lead RPR	Administration
	$91.00	$53.00	$35.00	$64.00	$35.00	$43.00	$24.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Project Management	18	36					18
Subconsultant Management		72					36
Badging Coordination		12	12			12	
Subtotal - Project Management	**18**	**120**	**12**	**0**	**0**	**12**	**54**
2. Construction Adminstration							
Issued for Construction Documents (123 Sheets)		12	40				
Construction Management Plan		12	24			4	
Meetings (Prepare, Facilitate, Minutes)							
Pre-Construction Meeting		8	4				
WAA Administrative Meeting		4	4				
Weekly Progress Meetings (79)		158	158				
Concrete Pre-Paving Meeting		12	8			8	
Asphalt Pre-Paving Meeting		8	4			4	
Tenant /ATCT Coordination Meeting (monthly)		36	36				
Additional Meetings as required		36	36				
Site Visits & Project Coordination with Owner & RPR	18	144	144				
Submittal Review							
Shop Drawings/Material Submittals (41 technical specs, 81 pay items)		24	80				
Contractor's QC Plan		8	16			8	
Safety Plan Compliance Document		12	16				
Construction Schedule (Initial & Monthly Updates)		24	24				
RFI's/Change Orders							
Respond to RFI's		36	72			72	
Prepare revised plans sheets		20	80				
Prepare AutoCADD files for contractor's survey control		4	12				
Update CSPP Drawings (twice monthly for Contractor, RPR, flaggers, pilot cars, etc.)		36	72				
Prepare simplified phasing exhibits for tenants, ATCT, & Owner staff (2 per month)		36	72				
Prepare Change Orders		36	72				
Progress Payments (monthly)							
Prepare progress payments		36	72				
Meet with WAA Admin to split costs for eligible items, mutiple grants, LD's, etc.		36	72				
Pre-Final Walkthrough		8	8				
Final Project Inspection and Punchlist		8	12				
Update Part 139 Sign & Marking Plan		8	16				
Subtotal - Construction Adminstration	**18**	**762**	**1154**	**0**	**0**	**96**	**0**
Hours	**36**	**882**	**1166**	**0**	**0**	**108**	**54**
Salary Costs	$3,276.00	$46,746.00	$40,810.00	$0.00	$0.00	$4,644.00	$1,296.00

SUBTOTAL - SALARIES: **$96,772.00**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD: **$177,567.00**

DIRECT NON-LABOR EXPENSES		**TRAVEL COSTS**			
Document Printing/Reproduction/Assembly	$1,500.95	0	Rental Car Days @	$120.00	per Day
Postage/Freight/Courier	$0.00	0	Lodging Per Diem @	$100.00	per Night
Field Supplies/Equipment	$0.00	0	Meals Per Diem @	$61.00	per Day
Badging (8 Staff)	$1,000.00	3,900	CN Admin Mileage @	$0.58	per Mile
Travel Costs	$2,262.00				

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$4,762.95**

SUBTOTAL: **$279,101.95**

SUBCONSULTANTS FEE (Custom Engineering): **$44,059.05**

FIXED FEE (Labor and Overhead Only - 10%) **$27,434.00**

TOTAL FEE: **$350,595.00**

Exhibit SA2-2

WICHITA AIRPORT AUTHORITY
ICT GA Apron Reconstruction Phase 1 - CN Phase Services

RESIDENT PROJECT REPRESENTATIVE SERVICES (550 Calendar Days for NTP #2)

WORK TASK DESCRIPTION	Principal-In-Charge	Project Manager	Project Engineer (Civil)	Lead RPR	Assistant RPR	Assistant RPR	Surveyor
	$91.00	$53.00	$35.00	$43.00	$35.00	$35.00	$35.00
	hr	hr	hr	hr	hr	hr	hr
3. On-Site Resident Project Representative							
Preconstruction Meeting				8		4	
WAA Administrative Meeting				4			
Part Time RPR for NTP #1 (30 calendar days)				64			
Full/Part Time RPRs (3) for NTP #2 - Straight Time (550 calendar days)				3143	3143	786	
RPR for NTP #2 - Overtime (20 hr/week x 1.5)				2358			
Full Time RPR for NTP #3 (7 calendar days)				40			
Final Project Inspection and Punchlist				8	8		
Final Acceptance Site Visits				16	8		
Surveyor to Confirm Quantities, Layout, Grades, etc.(4 hr/week)							315
Representative	**0**	**0**	**0**	**5641**	**3159**	**790**	**315**
Hours	**0**	**0**	**0**	**5641**	**3159**	**790**	**315**
Salary Costs	$0.00	$0.00	$0.00	$242,563.00	$110,565.00	$27,650.00	$11,025.00

SUBTOTAL - SALARIES:		**$391,803.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$718,919.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$207.00	
GPS Survey Equipment Use ($20/hr)	$6,300.00	
Field Supplies/Equipment	$1,800.00	
Travel Costs	$12,818.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$21,125.00**
SUBTOTAL:		**$1,131,847.00**
SUBCONSULTANTS FEE:		**$0.00**
FIXED FEE (Labor and Overhead Only - 10%)		**$111,072.00**
TOTAL FEE:		**$1,242,919.00**

TRAVEL COSTS

25	Daily Lead RPR Mileage @	$0.58	per Mile
20	Daily Ass. RPR Mileage @	$0.58	per Mile
4	Daily Ass. RPR Mileage @	$0.58	per Mile

Exhibit SA2-2

WICHITA AIRPORT AUTHORITY
ICT GA Apron Reconstruction Phase 1 - CN Phase Services

QUALITY ASSURANCE TESTING

WORK TASK DESCRIPTION	Principal-In-Charge	Project Manager	Project Engineer (Civil)	Lead Electrical Engineer	Project Engineer (Electrical)	Lead RPR	Administration
	$91.00	$53.00	$35.00	$64.00	$35.00	$43.00	$24.00
	hr	hr	hr	hr	hr	hr	hr
1. QA Testing							
Review Testing Reports & Calculate PWL's (116 Lots for Concrete/Asphalt)		20	116				
Prepare Testing Summaries (420 lots for all Construction Materials)		40	420				
Subtotal - QA Testing	**0**	**60**	**536**	**0**	**0**	**0**	**0**
Hours	**0**	**60**	**536**	**0**	**0**	**0**	**0**
Salary Costs	$0.00	$3,180.00	$18,760.00	$0.00	$0.00	$0.00	$0.00

SUBTOTAL - SALARIES:		**$21,940.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$40,258.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$200.00	
Postage/Freight/Courier	$0.00	
Field Supplies/Equipment	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$200.00**
SUBTOTAL:		**$62,398.00**
SUBCONSULTANTS FEE (TERRACON - Materials Testing)		**$288,600.00**
SUBCONSULTANTS FEE (TERRACON - Med. Man. Plan):		**$17,230.00**
FIXED FEE (Labor and Overhead Only - 10%)		**$6,220.00**
TOTAL FEE:		**$374,448.00**

Exhibit SA2-2

WICHITA AIRPORT AUTHORITY
ICT GA Apron Reconstruction Phase 1 - CN Phase Services

PROJECT CLOSEOUT

WORK TASK DESCRIPTION	Project Manager	Project Engineer (Civil)	Lead Electrical Engineer	Project Engineer (Electrical)	Lead RPR	Airport Planner	CADD Technician	Surveyor
	$53.00	$35.00	$64.00	$35.00	$43.00	$50.00	$25.00	$35.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Closeout								
Final Construction Report	30	80			16			
Record Drawings (123 sheets, PDF & 2010 AutoCADD files for submittal)	8	24			8			
As-Built ALP Drawings	4	8				16	24	
Airport Diagram Markups	4	8						
Tenant Lease Descriptions & Legal Exhibits	4	4						60
Subtotal - Project Closeout	**50**	**124**	**0**	**0**	**24**	**16**	**24**	**60**
Hours	**50**	**124**	**0**	**0**	**24**	**16**	**24**	**60**
Salary Costs	$2,650.00	$4,340.00	$0.00	$0.00	$1,032.00	$800.00	$600.00	$2,100.00

SUBTOTAL - SALARIES:		**$11,522.00**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:		**$21,142.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$999.72	
Postage/Freight/Courier	$0.00	
GPS Survey Equipment Use ($20/hr)	$400.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$1,399.72**
SUBTOTAL:		**$34,063.72**
SUBCONSULTANTS FEE (Custom Engineering):		**$4,820.28**
FIXED FEE (Labor and Overhead Only - 10%)		**$3,266.00**
TOTAL FEE:		**$42,150.00**

Exhibit SA2-1

WICHITA AIRPORT AUTHORITY
ICT GA Apron Reconstruction Phase 1 - CN Phase Services

CONSTRUCTION ADMINISTRATION SERVICES **Custom Engineering - Electrical**

WORK TASK DESCRIPTION	Principal-In-Charge	Project Manager	Lead Electrical Engineer	Project Engineer (Electrical)	Administration	CADD Tech	- Select Category -
	$57.16	$56.03	$49.19	$37.75	$25.21	$33.18	$0.00
	hr	hr	hr	hr	hr	hr	hr
1. Project Management							
Project Management	13	27					
Subtotal - Project Management	**13**	**27**	**0**	**0**	**0**	**0**	**0**
2. Construction Adminstration							
Issued for Construction Documents (14 Sheets)			36		4	28	
Meetings							
Pre-Construction Meeting (Virtual)			2				
Quarterly Progress Meetings (Virtual)			12				
Additional Meetings as required (Virtual)			4				
Quarterly Site Visits & Project Coordination with Garver & RPR			64				
Electrical Shop Drawings/Material Submittals			32				
RFI's/Change Orders							
Respond to Electrical RFI's			28				
Prepare revised electrical plans sheets			24		4	16	
Review Electrical Change Orders for Cost Reasonableness			10				
Final Project Inspection and Punchlist			12				
Subtotal - Construction Adminstration	**0**	**0**	**224**	**0**	**8**	**44**	**0**
Hours	**13**	**27**	**224**	**0**	**8**	**44**	**0**
Salary Costs	$743.08	$1,512.81	$11,018.56	$0.00	$201.68	$1,459.92	$0.00

SUBTOTAL - SALARIES: **$14,936.05**

LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (141.81%): **$21,181.00**

DIRECT NON-LABOR EXPENSES	
Document Printing/Reproduction/Assembly	$0.00
Postage/Freight/Courier	$0.00
Field Supplies/Equipment	$0.00
Badging	$0.00
Travel Costs (4 site vists-1 per qtr)	$4,330.00

TRAVEL COSTS		
5	Rental Car Days @	$150.00 per Day
5	Lodging Per Diem @	$150.00 per Night
5	Meals Per Diem @	$66.00 per Day
5	Flights @	$500.00 per Flight

SUBTOTAL - DIRECT NON-LABOR EXPENSES: **$4,330.00**

SUBTOTAL: **$40,447.05**

SUBCONSULTANTS FEE: **$0.00**

FIXED FEE (Labor and Overhead Only - 10%) **$3,612.00**

TOTAL FEE: **$44,059.05**

Exhibit SA2-1

WICHITA AIRPORT AUTHORITY
ICT GA Apron Reconstruction Phase 1 - CN Phase Services

PROJECT CLOSEOUT **Custom Engineering - Electrical**

WORK TASK DESCRIPTION	Principal-In-Charge	Project Manager	Lead Electrical Engineer	Project Engineer (Electrical)	Administration	CADD Tech	- Select Category -	- Select Category -
	$57.16	$56.03	$49.19	$37.75	$25.21	$33.18	$0.00	$0.00
	hr	hr	hr	hr	hr	hr	hr	hr
1. Project Closeout								
Final Construction Report - Electrical Section			16		4			
Record Drawings (14 sheets)			8			16		
Subtotal - Project Closeout	**0**	**0**	**24**	**0**	**4**	**16**	**0**	**0**
Hours	**0**	**0**	**24**	**0**	**4**	**16**	**0**	**0**
Salary Costs	$0.00	$0.00	$1,180.56	$0.00	$100.84	$530.88	$0.00	$0.00

SUBTOTAL - SALARIES:		**$1,812.28**
LABOR AND GENERAL ADMINISTRATIVE OVERHEAD (141.81%):		**$2,570.00**
DIRECT NON-LABOR EXPENSES		
Document Printing/Reproduction/Assembly	$0.00	
Postage/Freight/Courier	$0.00	
Field Supplies/Equipment	$0.00	
Travel Costs	$0.00	
SUBTOTAL - DIRECT NON-LABOR EXPENSES:		**$0.00**
SUBTOTAL:		**$4,382.28**
SUBCONSULTANTS FEE:		**$0.00**
FIXED FEE (Labor and Overhead Only - 10%)		**$438.00**
TOTAL FEE:		**$4,820.28**

EXHIBIT C.1
CONSTRUCTION TESTING SERVICES ESTIMATED FEES
Eisenhower Airport GA Apron
Terracon Proposal No. P01211398 - Revison 1
February 22, 2022

Terracon

Service	Quantity	Unit	Unit Rate	Estimate
P-152 Excavation Subgrade Embankement				
Standard Proctor Moisture-Density	3	each	$ 180.00	$ 540.00
Field Technicians (10 Days)	60	hours	$ 60.00	$ 3,600.00
Soil Sample Pick-up (3 Trips)	4.5	hours	$ 60.00	$ 270.00
Mileage 13 Trips	130	miles	$ 0.69	$ 89.70
			Subtotal	**$ 4,499.70**
P-154 Subbase Course				
Standard Proctor Moisture-Density	2	each	$ 180.00	$ 360.00
Field Technicians (10 Days)	60	hours	$ 60.00	$ 3,600.00
Soil Sample Pick-up (2 Trips)	3	hours	$ 60.00	$ 180.00
Nuclear Gauge Equipment	10	days	$ 35.00	$ 350.00
Mileage 12 Trips	120	miles	$ 0.69	$ 82.80
			Subtotal	**$ 4,572.80**
P-155 Lime-Treated Subgrade				
Field Technicians (120 Days)	720	hours	$ 60.00	$ 43,200.00
Standard Proctor with Lime	4	each	$ 180.00	$ 720.00
Nuclear Gauge Equipment	120	days	$ 35.00	$ 4,200.00
Mileage 120 Trips	1200	miles	$ 0.69	$ 828.00
			Subtotal	**$ 48,948.00**
P-208/P-209/P-219 Aggregate Base Course				
Field Technician (90 Days)	360	hours	$ 60.00	$ 21,600.00
Sample Pick-up (1 Trip)	1.5	hours	$ 60.00	$ 90.00
Mileage 91 Trips	910	miles	$ 0.69	$ 627.90
Nuclear Gauge Equipment	90	days	$ 35.00	$ 3,150.00
			Subtotal	**$ 25,467.90**
P-307 Cement Treated Permeable Base Course				
Field Technician (57 Days)	456	hours	$ 60.00	$ 27,360.00
Compressive Strength Samples (Set of 2)	57	sets	$ 42.00	$ 2,394.00
Permeability Testing	10	each	$ 300.00	$ 3,000.00
Sample Pick-up (14 Trips)	14	hours	$ 60.00	$ 840.00
Mileage 71 Trips	710	miles	$ 0.69	$ 489.90
			Subtotal	**$ 34,083.90**
P-401 Asphalt Mix Pavement Surface Course				
Field Technician (12 Trips) - Sample Pick Up	42	hours	$ 60.00	$ 2,520.00
Asphalt Volumetrics**	12	each	$ 350.00	$ 4,200.00
Theoretical Max Density	12	each	$ 110.00	$ 1,320.00
Thickness Samples Measurement*	48	each	$ 20.00	$ 960.00
Core Bulk Specific Gravity Measurement	48	each	$ 40.00	$ 1,920.00
Mileage 12 Trips	120	miles	$ 0.69	$ 82.80
***Samples submitted by Contractor to Terracon laboratory**			**Subtotal**	**$ 11,002.80**
**** Terracon Performing Observations in the Contractor Lab or Performed test in Terracon Laboratory**				
P-501 Portland Cement Concrete Pavement				
Field Technician (110 days)	880	hours	$ 60.00	$ 52,800.00
Flexural Strength Samples (Set of 2)	440	each	$ 92.00	$ 40,480.00
Field Technician Sample Pick-up (40 Trips)	60	hours	$ 60.00	$ 3,600.00
Thickness Samples Measurement*	110	each	$ 40.00	$ 4,400.00
Mileage 150 Trips	750	miles	$ 0.69	$ 517.50
***Samples submitted by Contractor to Terracon laboratory**			**Subtotal**	**$ 101,797.50**
P-610 Structural Portland Cement Concrete				
Field Technician (5 Trips)	30	hours	$ 60.00	$ 1,800.00
Compressive Strength Samples (Set of 2)	5	each	$ 42.00	$ 210.00
Field Technician Sample Pick-up (4 Trips)	4	hours	$ 60.00	$ 240.00
Mileage (9 Trips)	90	miles	$ 0.69	$ 62.10
			Subtotal	**$ 2,312.10**
P-701 Pipe for Storm Drains and Culverts (Pipe Backfill)				
Field Technicians (15 Days)	60	hours	$ 60.00	$ 3,600.00
Standard Proctor	2	each	$ 180.00	$ 360.00
Mileage 15 Trips	150	miles	$ 0.69	$ 103.50
Nuclear Gauge Equipment	15	days	$ 35.00	$ 525.00
			Subtotal	**$ 4,063.50**
Engineering Reporting/Supervision				
Project Manager	290	hours	$ 125.00	$ 36,250.00
Project Engineer	85	hours	$ 145.00	$ 12,325.00
Clerical	20	hours	$ 60.00	$ 1,200.00
Project Set-up and Security Clearance	1	each	$ 2,000.00	$ 2,000.00
			Subtotal	**$ 51,775.00**
			Total Estimated Fee	**$ 288,523.20**

This estimate is based on a normal level of involvement based on the information provided to us and does not include fees associated with retesting, stand-by time, cancelled services, or services requested outside our scope of services. Many factors, including those beyond our control (such as weather, contractor's schedule, and how often we are called to the site to perform observations and tests), will dictate the final fee for our services; which may be more or less than the estimated fee. If additional services are requested that would cause our fee to exceed the estimated fee, a change order will be submitted for the appropriate amount. May have a minimum charge of 3 hours and hourly charges will be billed portal to portal in 0.5 hour increments.

Project Data Sheet
Materials Testing and Observation Services

Terracon Proposal No. P01211398

1. Project Name: Eisenhower Airport GA Apron
2. Project Address: 2277 Eisenhower Airport Pkwy
   Project City, State: Wichita, Kansas
3. Your Job No.: _____ Purchase Order No.: _____
4. Project Manager: _____ Telephone No.: _____
   Email Address: _____
5. Number and Distribution of Reports:

All reports will be emailed. Hard copies will be sent only upon request. *Please provide your email address and/or confirm the information below so that we may correctly distribute reports. Please provide us with the Company name (if different) and email address of those whom you would like to receive additional reports:*

Copies to Client: Client Name: Garver, LLC
Contact: Mr. Caleb Coltrane
Email Address: crcoltrane@garverusa.com

Copies to: Company Name:
Contact:
Email Address:

Copies to: Company Name:
Contact:
Email Address:

Copies to: Company Name:
Contact:
Email Address:

6. Invoicing Address: _____
   _____
   _____
   Attn: _____ Telephone No.: _____
   Or, Email invoices to: (preference) _____
7. Site Contact: _____ Telephone No.: _____
   Mobile No.: _____
8. Other Pertinent Information: _____

Terracon

ESTIMATED FEE SUMMARY
ICT APRON PROJECT ENVIRONMENTAL SUPPORT
TERRACON PROPOSAL NO. P01227061 (3-1-2022)

Service	Quantity	Unit	Unit Rate	Estimate
Task 1: Media Management Plan				
Consulting Labor				
Media Management Plan	1	each	$2,000.00	$2,000.00
			Sub-total:	**$2,000.00**
Task 2: On-Call Environmental Service (Initial Budget 2 Weeks- On-Call)				
Consulting Labor				
Senior Associate	4	hour	$185.00	$740.00
Project Manager	10	hour	$130.00	$1,300.00
Environmental Technician	80	hour	$80.00	$6,400.00
Administrative Staff	4	hour	$60.00	$240.00
			Sub-total:	**$8,680.00**
Task 2: Subcontractors/Expenses				
Analytical Laboratory - RCRA 8 Totals	6	each	$115.00	$690.00
Analytical Laboratory - LRH	6	each	$60.00	$360.00
Analytical Laboratory - MRH/HRH	6	each	$60.00	$360.00
Analytical Laboratory - VOCs	6	each	$90.00	$540.00
PID	10	each	$100.00	$1,000.00
Vehicle Charge	10	day	$60.00	$600.00
			Sub-total:	**$3,550.00**
Task 3 - Close-out Reporting				
Consulting Labor				
	1	each	$3,000.00	$3,000.00
			Sub-total:	**$3,000.00**
			Task 1 Subtotal:	**$2,000.00**
			Task 2 Subtotal:	**$12,230.00**
			Task 3 Subtotal:	**$3,000.00**
			Estimated Total:	**$17,230.00**

Notes:

Assumes 5 working days (Monday-Friday) per week, averaging 8-hour days. Terracon will require 48 hour advance notice to provide on-call services for on-site screening, minimum 4-hour charge per trip.
Laboratory costs based on minimal number of samples, standard TAT 5-7 days, fee to be adjusted based on final sample count.
Consulting labor staff and services may change during the project based on staffing needs and staff availability. Refer to 2022 Fee Schedule for other fees that may be applicable over the course of the project.

Terracon

2022 FEE SCHEDULE
ENVIRONMENTAL SERVICES

I. PERSONNEL

Principal	$200.00/hour
Senior Associate	185.00/hour
Senior Project Professional	160.00/hour
Senior Project Manager	145.00/hour
Project Manager	130.00/hour
Project Engineer	130.00/hour
Senior Staff Engineer	125.00/hour
Senior Staff Geologist/Scientist	120.00/hour
Staff Engineer	110.00/hour
Staff Geologist/Scientist	100.00/hour
Senior CAD Operator	95.00/hour
Senior Environmental Technician	85.00/hour
Environmental Technician	80.00/hour
CAD Operator I	60.00/hour
Clerical/Administrative Staff	60.00/hour

II. EXPENSES AND SUPPLIES

Vehicle Charge	0.70/mile
Vehicle Charge	$60/Day
Per Diem, Lodging and Food	Minimum of $185.00/day
Miscellaneous charges, including shipping charges, rental equipment, outside labor materials, permit fees or other contracted services	Cost + 15%

III. OTHER SERVICES

Drilling or Geoprobe Services	Upon Request
Environmental Equipment Rental	Upon Request
Geotechnical Engineering Services	Upon Request

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: COMPLETED BY GRANTS.GOV UPON SUBM

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: 3-20-0088-084-2022

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Wichita Airport Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653

* c. UEI: UBMMENJAF1Q9

d. Address:

* Street1: 2173 Air Cargo Road
Street2:
* City: Wichita
County/Parish:
* State: KS: Kansas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 67209-1958

e. Organizational Unit:

Department Name: Department of Airports

Division Name: Airport Engineering & Planning

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name: Jesse
Middle Name: R.
* Last Name: Romo
Suffix:

Title: Director of Airports

Organizational Affiliation: Wichita Airport Authority

* Telephone Number: 316-946-4700
Fax Number: 316-946-4793

* Email: jromo@wichita.gov

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-20-0088-084-2022

* Title:

Airport Improvement Program

13. Competition Identification Number:

C

Title:

Construction

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

Add Attachment | Delete Attachment | View Attachment

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

Reconstruction of General Aviation Apron Phase 1

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: KS-004 * b. Program/Project: KS-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 04/15/2022 * b. End Date: 07/31/2023

18. Estimated Funding ($):

* a. Federal	14,382,957.00
* b. Applicant	1,598,106.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	15,981,063.00

*** 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 in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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: Jesse

Middle Name: R.

* Last Name: Romo

Suffix:

* Title: Director of Airports

* Telephone Number: 316-946-4700 Fax Number: 316-946-4793

* Email: jromo@wichita.gov

* Signature of Authorized Representative: * Date Signed: 3/25/22

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: COMPLETED BY GRANTS.GOV UPON SUBM

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier: 3-20-0088-085-2022

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Wichita Airport Authority

* b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653

* c. UEI: UBMMENJAF1Q9

d. Address:

* Street1: 2173 Air Cargo Road
Street2:
* City: Wichita
County/Parish:
* State: KS: Kansas
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 67209-1958

e. Organizational Unit:

Department Name: Department of Airports

Division Name: Airport Engineering & Planning

f. Name and contact information of person to be contacted on matters involving this application:

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Suffix:

Title: Director of Airports

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Fax Number: 316-946-4793

* Email: jromo@wichita.gov

Application for Federal Assistance SF-424

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

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

3-20-0088-085-2022

* Title:

Airport Improvement Program

13. Competition Identification Number:

C

Title:

Construction

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

Add Attachment | Delete Attachment | View Attachment

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

Reconstruction of General Aviation Apron Phase 1

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: KS-004 * b. Program/Project: KS-ALL

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 04/15/2022 * b. End Date: 07/31/2023

18. Estimated Funding ($):

* a. Federal	5,567,446.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	5,567,446.00

*** 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 in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

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: Jesse

Middle Name: R.

* Last Name: Romo

Suffix:

* Title: Director of Airports

* Telephone Number: 316-946-4700 Fax Number: 316-946-4793

* Email: jromo@wichita.gov

* Signature of Authorized Representative: Jesse R Romo * Date Signed: 3/25/22

Agenda Item No. X-1

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Resolution Supporting a State-Owned and Operated Mental Health Hospital in the Sedgwick County, Kansas Region

INITIATED BY: Council Member Agenda

AGENDA: Council Agenda

Recommendation: Adopt the resolution and authorize all necessary signatures.

Background: The Sedgwick County region is experiencing a mental health, substance abuse and homelessness crisis. Osawatomie State Hospital and Larned State Hospital are at capacity, with a long waiting list for access to care. The Sedgwick County Jail is over capacity with approximately 75% of the inmates experiencing a mental health and/or a substance abuse issue and the number of inmates on psychological medications has increased by over 35% between 2019 and 2021.

Analysis: The Sedgwick County Association of Cities has asked that all City Councils consider adopting a resolution in support of a state-funded mental health hospital to be located in the Sedgwick County region. A state mental health hospital located in the Sedgwick County region would fill significant gaps in care, location, resources, and services available for the safety and appropriate treatment for persons suffering from mental health and/or substance abuse issues.

Financial Considerations: The resolution does not include a statement of financial support or contribution from the City of Wichita.

Legal Considerations: The City of Wichita Law Department has reviewed and approved the proposed resolution as to form.

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

Attachment: Resolution.

RESOLUTION NO.: 22-100

A RESOLUTION TO SUPPORT A STATE-OWNED AND OPERATED MENTAL HEALTH HOSPITAL IN THE SEDGWICK COUNTY, KANSAS, REGION.

WHEREAS, the Sedgwick County region is experiencing a mental health, substance abuse and homelessness crisis; and

WHEREAS, mental illness and substance-use disorders are treatable health conditions; but too often people in crisis end up at an emergency room or in the criminal justice system; and

WHEREAS, Osawatomie State Hospital and Larned State Hospital are at capacity, with a long waiting list for access to care; and

WHEREAS, the transient population has behavioral issues associated with nuisance behaviors, violence, and predatory activities that lead to crime; and

WHEREAS, the Sedgwick County Jail is over capacity and approximately 75% of the inmates are experiencing a mental health and/or a substance abuse crises; and

WHEREAS, the number of inmates on psychological medications increased by over 35% between 2019 and 2021; and

WHEREAS organizations that deal with this issue strongly recommend that the State of Kansas provide funding for 200 additional in-patient hospital beds state-wide, including at least 50 in-patient hospital beds in the Sedgwick County region; and

WHEREAS, the Sedgwick County region would benefit from additional services that could provide a continuum of care for people in need of mental health and substance abuse services that would be less costly than jails, emergency rooms, or traveling outside of the county for services; and

WHEREAS, a state mental health hospital located in the Sedgwick County region would fill significant gaps in care, location, resources, and services available for the safety and appropriate treatment for persons suffering from mental health and/or substance abuse issues.

WHEREAS, a state mental health hospital located in the Sedgwick County region will accomplish the goal of developing a sustainable, accessible and integrated system of care that serves people with mental health and substance abuse disorders who are in crisis, in order to efficiently and effectively deliver services that create positive outcomes.

NOW, THEREFORE, BE IT RESOLVED, that the City of Wichita supports the efforts to establish and operate a state mental health hospital in the Sedgwick County region.

This Resolution will be in full force and effect from its date of passage by the City Council of the

City of Wichita, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas this 5th day of April, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer Magaña
City Attorney and Director of Law

CMB'S FOR April 5, 2022

Renew	2022	Consumption Off Premises
Rick Agee	Dillon's #96***	5500 E. Harry St
Cheryl Werth	Jump Start Stores #1***	1535 E. Pawnee St
Linda M. Cimbron	CVS Pharmacy #10070***	3149 E. Harry
Linda M. Cimbron	CVS Pharmacy #10159***	2014 W. 21st ST N
Scot Spellman	Short Stop #28***	5400 N. Meridian Ave

New	2022	Consumption Off Premises
Lashawnda White	Hadley's Corner***	1754 N. Gove

Renew	2022	Consumption On Premises
Manuel Colchado	Bill's Charcoal Grill**	2957 N. Arkansas Ave
Gary P. Ruffin	Country Inn & Suites**	333 S. Webb Rd
Amalia Urena	El Jalisco Restaurant**	627 E. 47th St S
Linda Meyer	Godfather's Pizza, Inc. ***	4840 S. Broadway
Brian Gunter	MacDonald Golf Course**	840 N. Yale

New	2022	Consumption On Premises
Miguel Banuelos	El Puerto Seafood & Chicken**	808 W. 25th St N

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

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 05, 2022

a. 21st Court North with Incidental Stormwater Sewer to serve Monarch Landing 5th Addition (north of 21st Street N, west of 159th Street East) (472-2021-085737/E1087/47415821) Traffic to be maintained during construction using flagpersons and barricades. (District II) - $428,000.00

b. 42-inch Water Main Repair (south of 21st Street North, west of Hydraulic) (448-2022-005443/ W1015/54250021) Does not affect existing traffic. (District I) - $1,400,000.00

c. Installation of valves on 47th Street S and Hydraulic at the KTA Bridges (north of 55th Street S, east of Broadway) (448-2021-039949/W1017/54250321) Traffic to be maintained during construction using flagpersons and barricades. (District III) - $116,000.00

To be Bid: February 25, 2022

PRELIMINARY ESTIMATE of the cost of:
21st Court North with Incidental Stormwater Sewer to serve Monarch Landing 5th Addition
(north of 21st Street N, west of 159th Street East)

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

	LUMP SUM BID ITEMS			
1	Excavation, Borrow (Contractor Furnished)	7,516	cy	
2	Excavation	2,970	cy	
3	Maintain Existing BMPs	1	LS	
4	Signing	1	LS	
5	Testing	1	LS	
6	Seeding	1	LS	
7	Site Clearing	1	LS	
8	Site Restoration	1	LS	
	MEASURED QUANTITY BID ITEMS			
9	AC Pavement 5" (3" Bit Base)	2,276	sy	
10	Crushed Rock Base 5", Reinforced	3,042	sy	
11	Concrete Pavement (VG) 9" (Reinf)	162	sy	
12	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	1,594	lf	
13	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	94	lf	
14	Concrete C & G Removed	88	lf	
15	Concrete Sidewalk 4"	504	sf	
16	Concrete Sidewalk Removed	732	sf	
17	Wheelchair Ramp w/ Detectable Warnings	2	ea	
18	Concrete Flume	650	lf	
19	Inlet Hookup	2	ea	
20	Inlet, MH (11'x6') O.D.	1	ea	
21	Inlet Underdrain	42	lf	
22	Pipe, SWS 15"	155	lf	
23	Pipe, SWS 24"	10	lf	
24	Pipe, SWS 36"	184	lf	
25	Pipe, End Section 15"	1	ea	
26	Remove Pipe, End Section 24"	2	ea	
27	Pipe, End Section 36"	1	ea	
28	Inlet, Curb (Type 1A) (L=10' W=3')	2	ea	
29	Fill, Sand (Flushed & Vibrated)	36	lf	
30	BMP, Back of Curb Protection	1,687	lf	
31	BMP, Curb Inlet Protection	2	ea	
32	BMP, Drop Inlet Protection	1	ea	
	LUMP SUM BID ITEMS			
33	Air Bridge	1	LS	

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $428,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

47415821 E1087 472-2021-085737
Page _____ EXHIBIT _____

To be Bid: March 11, 2022

PRELIMINARY ESTIMATE of the cost of:
42-inch Water Main Repair
(south of 21st Street North, west of Hydraulic)

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

	LUMP SUM BID ITEMS		
1	Mobilization	1	LS
2	Traffic Control	1	LS
3	Site Restoration	1	LS
4	Permanent Seeding	1	LS
5	42-inch Pipe Removal/Replacement	1	LS
6	72-inch Casing Extension	1	LS
7	42-inch Internal Repair	1	LS
8	Fire Hydrant Installation	1	LS

Construction Subtotal _____

Engineering & Inspection
Administration
Publication
Encumbrances & Expenditures to Date

Total Estimated Cost $1,400,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

54250021 W1015 448-2022-005443
Page_____ EXHIBIT_____

448-2021-039949 W1017 54250321 District III

To be Bid: March 18, 2022

PRELIMINARY ESTIMATE of the cost of:
Installation of valves on 47th Street S and Hydraulic at the KTA Bridges
(north of 55th Street S, east of Broadway)

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

	LUMP SUM BID ITEMS		
1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Temporary Seeding	1	LS
4	Traffic Control	1	LS
5	Mobilization	1	LS
	MEASURED QUANTITY BID ITEMS-WATER		
6	Valve Assembly, Anchored 12"	1	ea
7	Valve Assembly, Anchored 16"	1	ea
8	Pipe, WL 12" (DICL)	36	lf
9	Pipe, WL 16" (DICL)	36	lf
	MEASURED QUANTITY BID ITEMS-PAVING		
10	Concrete Sidewalk Removed & Replaced	160	sf
11	Pavement Removed & Replaced (Arterial)	15	sy
12	Concrete C & G Removed & Replaced	20	lf
	MEASURED QUANTITY BID ITEMS-EROSION CONTROL BMPS		
13	BMP, Curb Inlet Protection	3	ea
14	BMP, Silt Fence	100	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept-Suppling the Valves

Total Estimated Cost $116,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

54250321 W1017 448-2021-039949
Page _____ EXHIBIT _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2022

PRELIMINARY ESTIMATE of the cost of drainage improvements for Sawmill Creek Addition, located north of 45th Street North, east of Rock Road. (District II) (458-2021-085478/E1101/473096201) – Total Estimated Cost $588,600.

To the City Council
Wichita, Kansas

Date of CC 4/05/2022
(PROJ/ENG) E1101/458-2021-085478
(ORG) 47309621

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of drainage improvements to serve Sawmill Creek Addition (District II).

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

Total Estimated Cost $588,600

CITY OF WICHITA
STATE OF KANSAS) SS

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

_____
Gary Janzen, City Engineer

Sworn to and subscribed before me this 5th day of April 2022.

_____
City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of drainage improvements to serve Sawmill Creek Addition, (north of 45th Street North, east of Rock Road). (District II) (458-2021-0085478//E1101/47309621) – Total Estimated Cost $588,600.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2022

PRELIMINARY ESTIMATE of the cost of water improvements for Cherese Woods Addition, located east of 119th Street West, south of MacArthur Road. (District IV) (448-2021-039771/E8193/47117118) – Total Estimated Cost $59,431.

To the City Council
Wichita, Kansas

Date of CC 4/5/2022
(PROJ/ENG) E1087/448-2021-039771
(ORG) 47117118

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water improvements to serve Cherese Woods Addition (District IV).

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

Total Estimated Cost $59,431

CITY OF WICHITA
STATE OF KANSAS) SS

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

_____
Gary Janzen, City Engineer

Sworn to and subscribed before me this 5th day of April 2022.

_____
City Clerk

Page _____ Exhibit _____

PRELIMINARY ESTIMATE of the cost of water improvements to serve Cherese Woods Addition, (east of 119th Street West, south of MacArthur Road). (District IV) (448-2021-039771/E8193/47117118) – Total Estimated Cost $59,431.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2022

PRELIMINARY ESTIMATE of the cost of paving improvements for Sawmill Creek Addition, located north of 45th Street North, east of Rock Road. (District II) (472-2021-085728/E1099/47468921) – Total Estimated Cost $526,470.

To the City Council
Wichita, Kansas

Date of CC 4/05/2022
(PROJ/ENG) E1102/472-2021-085728
(ORG) 47468921

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Sawmill Creek Addition (District II).

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

Total Estimated Cost $526,470

CITY OF WICHITA
STATE OF KANSAS) SS

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

_____
Gary Janzen, City Engineer

Sworn to and subscribed before me this 5tht day of April 2022.

_____
City Clerk

PRELIMINARY ESTIMATE of the cost of paving improvements to serve Sawmill Creek Addition, (north of 45th Street North, east of Rock Road). (District II) (472-2021-085728/E1099/47468921) – Total Estimated Cost $526,470.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2022

PRELIMINARY ESTIMATE of the cost of water improvements for Sawmill Creek Addition, located north of 45th Street North, east of Rock Road. (District II) (448-2021-016664/E1102/47116121) – Total Estimated Cost $199,470.

To the City Council
Wichita, Kansas

Date of CC 4/05/2022
(PROJ/ENG) E1102/448-2021-016664
(ORG) 47116121

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of water improvements to serve Sawmill Creek Addition (District II).

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

Total Estimated Cost $199,470

CITY OF WICHITA
STATE OF KANSAS) SS

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

_____
Gary Janzen, City Engineer

Sworn to and subscribed before me this 5tht day of April 2022.

_____
City Clerk

PRELIMINARY ESTIMATE of the cost of water improvements to serve Sawmill Creek Addition, (north of 45th Street North, east of Rock Road). (District II) (448-2021-016664/E1102/47116121) – Total Estimated Cost $199,470.

Page _____ Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 5, 2022

PRELIMINARY ESTIMATE of the cost of sewer improvements for Sawmill Creek Addition, located north of 45th Street North, east of Rock Road. (District II) (468-2021-016665/E1100/47116121) – Total Estimated Cost $381,500.

To the City Council
Wichita, Kansas

Date of CC 4/05/2022
(PROJ/ENG) E1102/468-2021-016665
(ORG) 47264921

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Sawmill Creek Addition (District II).

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

Total Estimated Cost $381,500

CITY OF WICHITA
STATE OF KANSAS) SS

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

_____
Gary Janzen, City Engineer

Sworn to and subscribed before me this 5tht day of April 2022.

_____
City Clerk

PRELIMINARY ESTIMATE of the cost of sewer improvements to serve Sawmill Creek Addition, (north of 45th Street North, east of Rock Road). (District II) (468-2021-016665/E1100/47264921) – Total Estimated Cost $381,500.

Page _____ Exhibit _____

After recording, please mail to:
BLACK HILLS NEBRASKA GAS, LLC
ATTN.: ANDY RIALES, SR. RIGHT-OF-WAY AGENT
4510 AIRPORT ROAD
KEARNEY, NE 68847

ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT (herein "Agreement") is made and entered into this day_____, 2022, between THE CITY OF WICHITA, KANSAS (herein "WK"), Requestor, whose address is: City Hall, 455 N. Main, Wichita, Kansas 67202, and **BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC, D/B/A BLACK HILLS ENERGY** with a principal place of business address is: 4510 Airport Road, Kearney, NE 68847, (herein "BHE"). WK and BHE may be referred to collectively as the Parties and individually as a Party.

This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

WITNESSETH THAT:

WHEREAS, BHE is the owner and holder of unrecorded Permits and Easements in Section 10, Township 27 South, Range 1 West, NE1/4 recorded in Right-Of-Way Grant-Pipeline at MISC. Book 358, Page 407, MISC. Book 477, Page 433, MISC. Book 32, Page 355, and in Section 11, Township 27S, Range 1W, S1/2NW1/4 recorded in Right-Of-Way Grant-Pipeline at MISC. Book 358, Page 409 all located in the office of the recorder of Sedgwick County, Kansas presented in the attached Exhibit "C" hereto and made a part hereof (collectively, "Easements") covering Land Rights owned and located in Sedgwick County, Kansas. (the "Subject Lands"); and

WHEREAS, pursuant to the authority contained in the Easements, BHE has constructed and currently operates and maintains an Easements in Section 11, Township 27S, Range 1W, S1/2NW1/4 and an Easements in Section 10, Township 27 South, Range 1 West, NE1/4, all located in Sedgwick County, Kansas. (collectively, the Facilities"), across and through the Lands; and

WHEREAS, BHE is the present holder of Easements across that portion of the Lands described in Exhibit "B" attached hereto and made a part hereof for all purposes ("Owned Premises"), with Pipeline Facilities situated thereon;

WHEREAS, WK desires to construct a 42 Inch Steel Water Line and a 66 Inch Steel Water Line within the ("Easement Area") and the Pipeline Facilities as depicted on Exhibits "C" attached hereto and made a part hereof ("Encroachment"), pursuant to the terms and provisions of this Agreement; and

WHEREAS, WK has been advised by BHE that BHE is a natural gas pipeline utility company and that BHE will be operating an Easement through the Owned Premises; and

WHEREAS, WK has requested written consent from BHE to maintain, use, and enjoy the Encroachment upon a portion of the Easement Area and in close proximity to the Easement Facilities; and

WHEREAS, BHE is willing to grant such consent upon the terms and conditions hereafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth in this Encroachment Agreement, WK and BHE agree as follows:

1. To the extent that BHE has the right to do so, BHE hereby grants consent to WK to maintain, operate and use the Encroachment on the Owned Premises and the Easement Area, and in close proximity to the Pipeline Facilities, subject to compliance with the following terms and conditions:

A. WK hereby assumes all risks for damages, injuries, or loss to either property or persons, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment.

B. The consent granted herein is limited exclusively to the proposed Encroachment upon the Owned Premises within the Easement Area. WK shall not alter the grade or permit such alteration anywhere on the Easement Area without the prior express written consent of BHE.

C. WK shall at all times conduct all activities on the Easement Area in such a manner as not to interfere with or impede the operation and maintenance of the Pipeline Facilities, as conducted in the past, present or future, in any manner whatsoever.

D. Except as to the Encroachment, WK shall not construct, plant or create additional improvements of any kind, including but not limited to fences, sheds, irrigation or drainage systems, utilities, decking, pole barns, parking lots, pools, ponds, trees or shrubs within the confines of the Easement Area without the prior express written consent of BHE.

E. WK understands and agrees that BHE may not have the authority to grant WK permission to construct the Encroachment in the Easement Area. This Agreement merely defines the terms by which BHE will not object, and that WK will obtain permission for the Encroachment from the underlying fee owner of the Lands or third parties having an interest in the Owned Premises. The consent granted by this instrument shall not

constitute or be constructed as a subordination, merger, assignment, conveyance or relinquishment of any of the right, title and interest of BHE under the provisions of the Easement Agreement.

2. WK agrees that the Encroachment and any additional approved improvements constructed or installed in the Easement Area shall be constructed in accordance with the Engineering and Construction Specifications detailed in Exhibit "A" attached hereto and made a part hereof. Installation, construction, maintenance, repair and replacement of the Encroachment shall be the sole responsibility, and performed at the sole cost and expense, of WK.

3. WK agrees to indemnify, protect, and hold harmless BHE, its parent, affiliates, subsidiaries, and their directors, officers, employees, representatives, and agents (hereinafter "BHE Entities") from and against any and all actions or causes of action, claims, demands, liabilities, loss, damage, injury, suit, proceeding, judgment, cost or expense of whatever kind or nature, including by not limited to reasonable attorneys' fees, caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment, or from the operation, maintenance, use or presence of BHE's Natural Gas Pipeline Facilities upon or in the vicinity of the Easement Area except where such loss, cost, liability, or expense was proximately caused solely by the gross negligence of BHE or its employees.

In addition, WK agrees to indemnify, defend and hold harmless BHE and the BHE Entities from and against any liability, damage, claims, loss, cause of action, suit, proceeding, judgment, cost (including the cost or expense of environmental response, removal or remediation activities), fees or expense, including reasonable attorneys' fees, arising from:

(a) non-compliance with any laws, regulations and orders applicable to the ownership or the operation and maintenance of the Encroachment on the Owned Premises and the Easement Area described herein; and

(b) any incidents, acts, releases, negligence, transaction or omissions, or conditions on or affecting the Easement Area caused by, or arising out of, or resulting from, or in any way associated with the installation, construction, use, maintenance, repair or replacement of the Encroachment that would:

(i) contribute to or constitute a violation of any local, state or federal environmental rule, regulation, law or judicial order;

(ii) result, in whole or in part, in any requirement to clean up or otherwise remedy or remediate a condition;

(iii) give rise to any lien, liability, injunction, order, restriction, claim, expense, damage, fine or penalty;

(iv) adversely affect human health or the environment at or near the Easement Area; or

(v) constitute a violation of the terms of this Encroachment Agreement.

4. WK shall take reasonable steps to protect the Pipeline Facilities at all times during the performance of any work associated with the Encroachment including maintaining a minimum of three feet (3') of cover over the subsurface Pipeline Facilities at all times.

5. Should BHE need to remove any of the Encroachment within the Easement Area in order to construct, maintain, operate, repair, remove, replace or resize the Pipeline Facilities, Requestor shall pay the cost of removing and replacing or reinstalling the Encroachment. In addition, all repair and maintenance work performed by BHE on its existing or additional Pipeline Facilities located on the Easement Area, shall be performed in a reasonable workmanlike manner and BH shall restore the surface and grade of Owned Premises where the work is performed, but shall not be liable for loss, damage, or replacement to the Encroachment or any equipment and facilities that exist within the Easement Area, and in this regard, BHE hereby releases WK and the WK Entities from any and all liability for any such loss or damage.

6. This Agreement in no way constitutes a waiver by BHE of its rights to enjoy the Easement Area unencumbered by the construction, operation, maintenance or use of the Encroachment within the Easement Area.

7. It is expressly agreed to by and between WK and BHE that if WK is in violation of any terms or condition set forth in this Encroachment Agreement, BHE, at its option, may terminate WK's consent to the Encroachment upon ten (10) business days' notice to WK; Provided however, that any such termination shall not become effective if, within thirty (30) days from the receipt of such notice of termination, WK cures such violation. WK expressly agrees that if BHE terminates its consent to the Encroachment based upon WK's failure to cure a violation of the Easement Agreement, the Encroachment Agreement, or both, WK will continue to be bound by the terms of the Easement Agreement, and the Encroachment Agreement and WK shall immediately remove any and all of the Encroachment which may be situated on the Easement Area, or if WK fails to remove any and all of the Encroachment, BHE may, at its option, remove the Encroachment at the expense of WK and without any liability whatsoever. If such violation by WK constitutes or results in an emergency or a dangerous condition, BHE shall only be required to provide whatever prior notice is reasonable under the circumstances before exercising its rights to remove the Encroachment or

otherwise cure the violation. The failure of BHE to exercise the option to terminate as to any such violation shall not constitute a waiver of WK's future right to exercise such option as to the same or any future violation. WK agrees to pay BHE's costs, including attorney's fees and costs, arising out of the enforcement of the terms or the Easement Agreement, the Encroachment Agreement, or both. The remedies outlined herein are not exclusive and BHE does not waive any legal or equitable remedies.

8. The provisions of the Easement Agreement, and all rights, powers, privileges, and duties, obligation, and liabilities created thereby, shall remain in full force and effect and are not affected hereby except to the extent and in the manner specifically and particularly set forth herein.

9. WK and BHE stipulate and agree that the statements and information contained in the introductory paragraphs and recitations of this Agreement are true and correct and are incorporated herein by this reference.

10. This instrument and the covenants and agreements herein contained shall extend to and be binding upon WK and the heirs, executors, personal representatives, successors and assigns of Requestor and upon BHE and the successors and assigns of BHE and the benefits of this Agreement shall run with the land.

11. This Agreement will be governed by and construed in accordance with the laws of the State in which the Owned Premises are located.

12. This Agreement may not be modified, except in writing signed by both Parties.

The undersigned hereby represent and warrant that the undersigned have full authority to execute, deliver and perform this Agreement in accordance with its terms upon behalf of the named party to this Agreement, without the joinder or consent of any additional parties.

[END OF AGREEMENT – SIGNATURE PAGE FOLLOWS]

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

BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY

_____(Signature)

Name: Lon Meyer

Address: 2330 N Hoover
Wichita, KS 67205

ACKNOWLEDGMENT

STATE OF Kansas)
) ss
COUNTY OF Sedgwick)

This instrument was acknowledged before me this 2 day of March, 2022, by Lon Meyer, I acknowledged that he and/or she had so signed, executed, and delivered said foregoing instrument for the consideration, uses, and purposes therein mentioned and set forth.

Witness my hand and official seal.

SEAL
SUZETTE WILSON
Notary Public - State of
My Appointment Expi 9/16/25

Name: Suzette Wilson
Notary Public, State of Kansas
My Commission expires: 9-16-25

The City of Wichita, Kansas Zoo Project – Approved By AR 1-25-2022

Requestor:

THE CITY OF WICHITA, KANSAS

_____
Brandon J. Whipple, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña, City Attorney and
Director of Law

STATE OF KANSAS

COUNTY OF SEDGWICK

This instrument was acknowledged before me on this _____ day of _____, 2022 by Brandon J. Whipple, Mayor of the City of Wichita, Kansas, a municipal corporation.

_____
Notary Public, State of Kansas

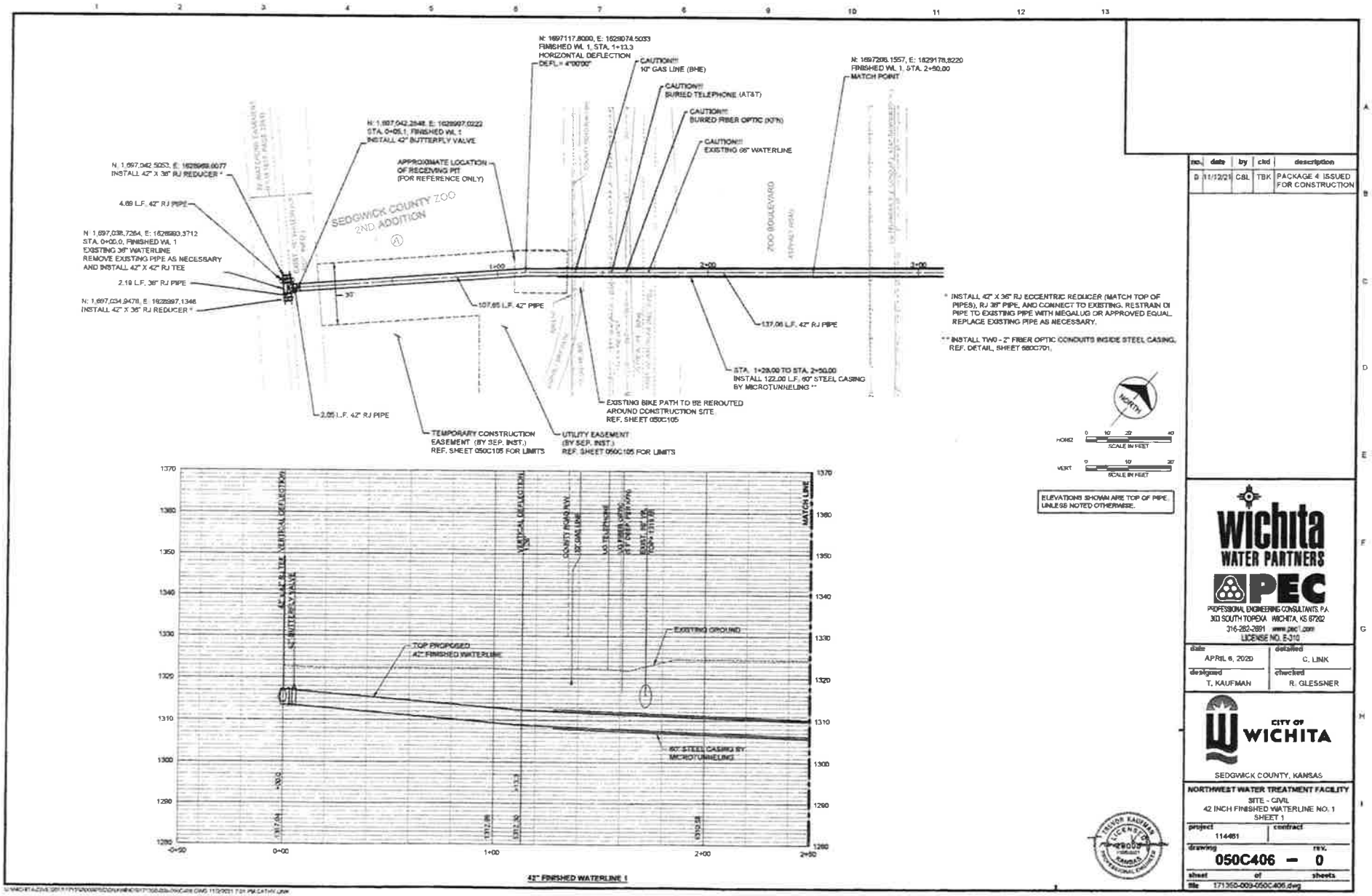
My Commission Expires: _____ (SEAL)

EXHIBIT "A"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2022
by and between THE CITY OF WICHITA, KANSAS
and BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY

ENGINEERING AND CONSTRUCTION SPECIFICATIONS REQUIRED BY BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY

Exhibit A



no.	date	by	chkd	description
0	11/12/21	CSL	TBK	PACKAGE 4 ISSUED FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
300 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

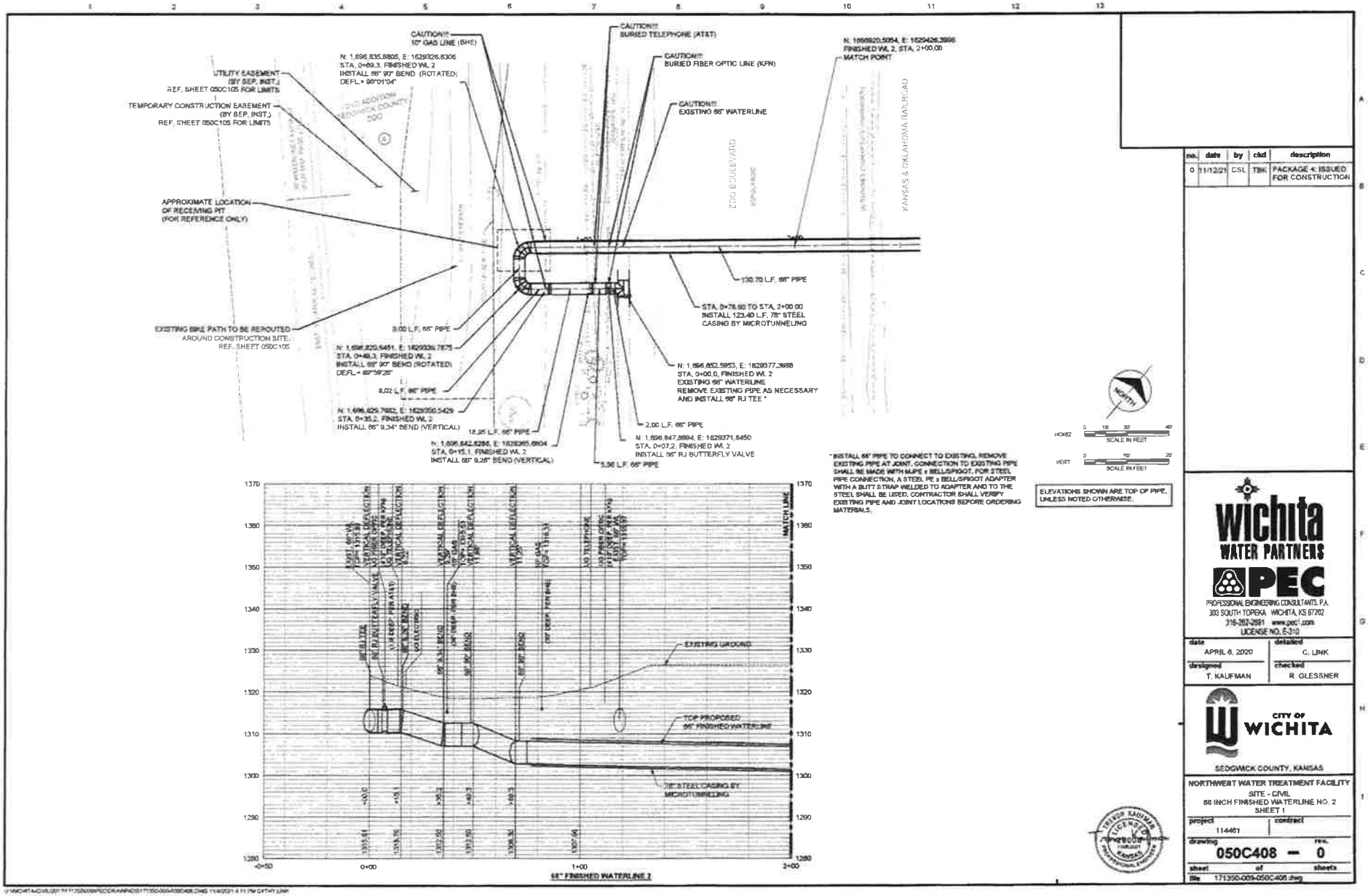
date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
42 INCH FINISHED WATERLINE NO. 1
SHEET 1

project	contract
114461	
drawing	rev.
050C406	0
sheet	of sheets
file 171360-009-050C406.dwg	

Exhibit A



* INSTALL 66" PIPE TO CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE x BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE x BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
0	11/12/21	CSL	TBK	PACKAGE 4: ISSUED FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH FINISHED WATERLINE NO. 2
SHEET 1

project	contract
114461	

drawing 050C408 — rev. 0

sheet of sheets

file 171350-009-050C408.dwg

EXHIBIT "B"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2022 by and between
THE CITY OF WICHITA, KANSAS and BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY

DESCRIPTION OF THE OWNED PREMISES

10' Wide, 30' Wide, and Blanket Easements in Section 10, Township 27 South, Range 1 West, NE1/4 & a 30' Wide Easement in Section 11 27 South, Range 1 West, S1/2NW1/4, As described in paragraph 3 of this Encroachment Agreement and made a part hereto, Sedgwick County, Kansas. (the "Subject Lands")

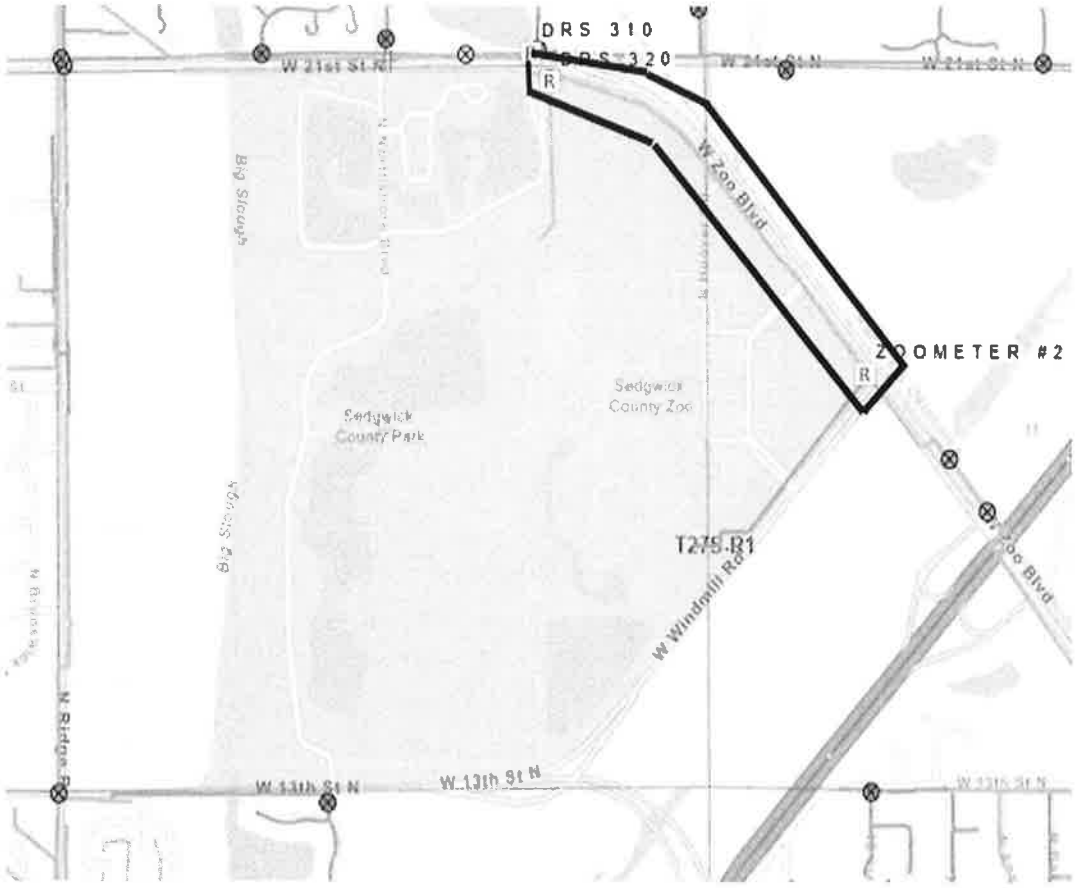
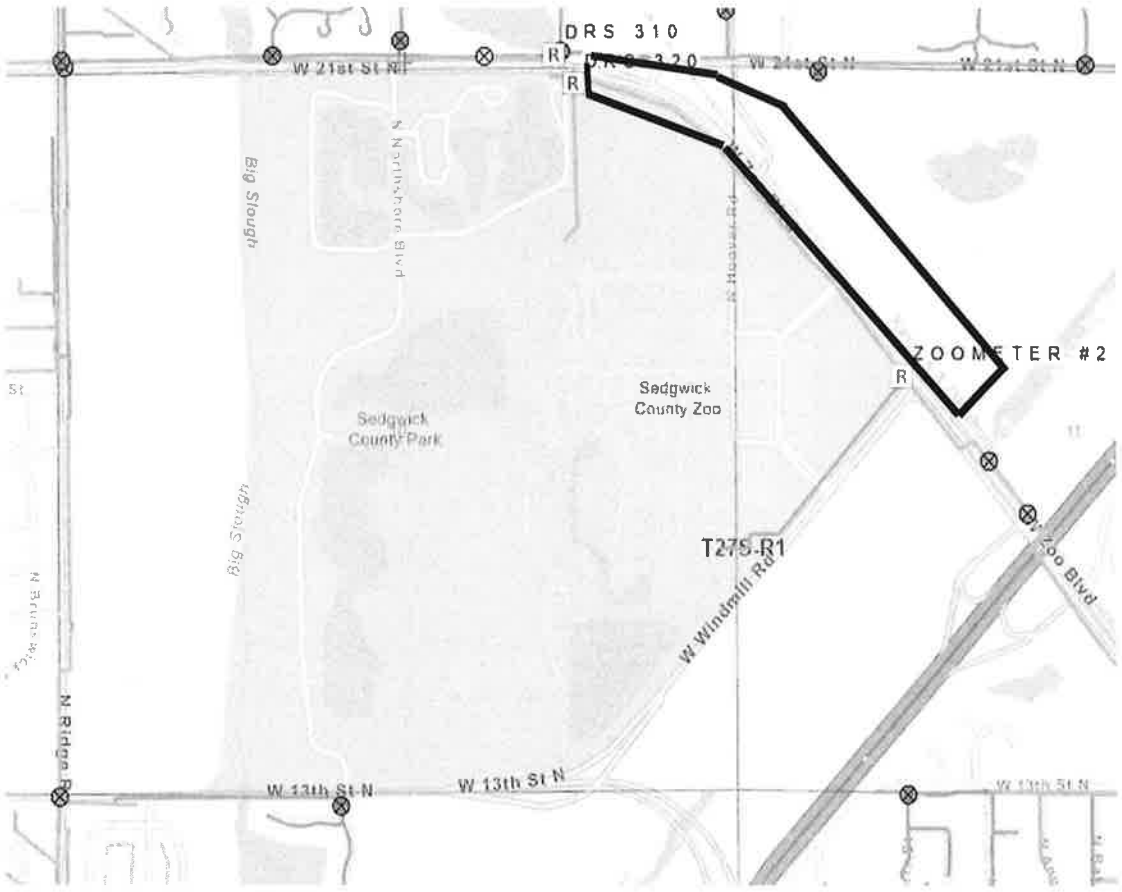


EXHIBIT "C"

Attached to and made a part of that certain
ENCROACHMENT AGREEMENT
Dated _____, 2022
by and between
THE CITY OF WICHITA, KANSAS and BLACK HILLS/KANSAS GAS UTILITY COMPANY, LLC D/B/A BLACK HILLS ENERGY

DESCRIPTION OF THE OWNED PREMISES

10' Wide, 30' Wide, and Blanket Easements in Section 10, Township 27 South, Range 1 West, NE1/4 & a 30' Wide Easement in Section 11 27 South, Range 1 West, S1/2NW1/4, As described in paragraph 3 of this Encroachment Agreement and made a part hereto, Sedgwick County, Kansas. (the "Subject Lands")



City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Design Services Agreement for Biltmore Estates Addition Phases 1 and 2 (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the design agreement.

Background: On September 7, 2021, the City Council approved petitions for water, drainage, sewer, and paving improvements to serve Biltmore Estates Addition Phases 1 and 2, located west of 135th Street West, north of Pawnee.

Analysis: The proposed design agreement between the City and Baughman Company, P.A. provides for the design of the improvements. In accordance with Administrative Regulation 1.10, Baughman Company P.A., is an engineering consultant upon whom the City and developer mutually agree for this work, and as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

Financial Considerations: The design fee for the improvements is $71,200. Funding was approved by the City Council on September 7, 2021, which is 100% funded by special assessment.

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

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

Attachment: Design agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BAUGHMAN COMPANY, P.A.

for

BILTMORE ESTATES ADDITION, PHASES 1 & 2

THIS AGREEMENT, made this _____ day of _____, 2022, by and 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".

WHEREAS, the CITY intends to construct;

STORM WATER DRAIN NO. 480 serving Lots 1-36 Block A; Lots 1-13 Block B; Lots 1-35 Block C; Lots 1-54 Block D; Lots 1-15 Block E, Biltmore Estates Addition, Phases 1 & 2 (west of 135th St W, north of Pawnee) (Project No. 458-2021-085483_E1112-47309721).

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 Biltmore Estates Addition, Phases 1 & 2, and to perform the project tasks outlined in the SCOPE OF SERVICES (**Exhibit "A" or "SCOPE OF SERVICES").**

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in **Exhibit "A".**

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for bodily injuries to persons or third-party tangible 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 Agreement.

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

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 performed under the following standard of care: reasonable and sound practices ordinarily used by members of ENGINEER'S profession practicing under similar conditions, at the same time and locality.

J. The ENGINEER shall procure and maintain insurance coverage based on Project Construction Cost as follows: Applicable Construction Costs for this Project: $_____.

Project Construction Cost:		**$0 - $2,000,000**	**+$2,000,000**
Insurance Coverages	Description	Amount	Amount
Commercial General Liability	Covering premises – operations, xcu hazards when applicable, Product/Completed Operations, Broad Form Property Damage and Contractual Liability	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate	$2,000,000 Each Occurrence $4,000,000 Annual Aggregate
	Bodily Injury Liability	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate	$2,000,000 Each Occurrence $4,000,000 Annual Aggregate
	Property Damage Liability	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate	$2,000,000 Each Occurrence $4,000,000 Annual Aggregate
	OR Bodily Injury and Property Damage (Combined Single Limit)	$1,000,000 Each Occurrence $2,000,000 Annual Aggregate	$2,000,000 Each Occurrence $4,000,000 Annual Aggregate
Comprehensive Automobile Liability All Owned, Non-Owned, and Hired Vehicles	Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 Each $2,000,000 Annual Aggregate	$1,000,000 Each $2,000,000 Annual Aggregate
Workers' Compensation		Statutory	Statutory
Employers Liability		$1,000,000	$1,000,000
Professional Liability	Per Occurrence or Per Claim. All Per Claim policies to include a two year reporting period.	$2,000,000 per occurrence, or claim $4,000,000 Annual Aggregate	$2,000,000 per occurrence, or claim $4,000,000 Annual Aggregate

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 clearly marked as "Confidential" and so furnished will be kept confidential by the ENGINEER unless disclosure is required by statute, law, regulation, or legal process.

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 not to exceed fee amount of **$71,200**. Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

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.

C. Notwithstanding anything to the contrary herein, if, through no fault of ENGINEER, schedule or dates are changed, or the orderly and continuous progress of ENGINEER's services is impaired, or ENGINEER's services are delayed or suspended, then the time for completion of ENGINEER's services, and the rates and amount of ENGINEER's compensation, shall be adjusted equitably.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. The CITY may 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. CITY shall have the right to terminate this Agreement for convenience at any time upon ten (10) days written notice. In the event of a termination for convenience, ENGINEER shall bring any ongoing SCOPE OF SERVICES to an orderly cessation. CITY shall compensate ENGINEER for all work within the SCOPE OF SERVICES properly performed at the reasonable cost incurred by ENGINEER on or before ENGINEER'S receipt of the termination notice, including all outstanding and unpaid invoices.

B. Either party may terminate this Agreement for cause upon at least thirty (30) business days' written notice and a reasonable opportunity to cure afforded to the other party. In all events of termination for cause due to an event of default by the CITY, CITY shall pay ENGINEER for all work within the SCOPE OF SERVICES properly performed prior to such termination, and ENGINEER shall bring any ongoing SCOPE OF SERVICES to an orderly cessation. The City shall compensate ENGINEER in accordance with the terms and conditions set forth in this Agreement, and according to the rates calculated from the billings previously submitted on the project.

C. 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 to the extent permitted under applicable law, CITY shall indemnify and 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. Notwithstanding anything to the contrary herein, any and all underlying intellectual property, if any (unless provided by CITY), shall remain the property of ENGINEER such that ENGINEER may continue to perform its business in the ordinary course. Upon payment in full, ENGINEER shall grant CITY an irrevocable, non-exclusive, royalty-free license to use the same for the purposes contemplated under this Agreement.

D. 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.

E. 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.

F. 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.

G. 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.

H. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

I. It is specifically agreed between the parties executing this Agreement, 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.

VI. MUTUAL WAIVER. To the fullest extent permitted by law, and notwithstanding any provision to the contrary, CITY and ENGINEER waive against each other, and the other's employees, officers, directors, agents, insurers, partners, subcontractors, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the services under the Agreement.

VII. Notwithstanding any provision to the contrary herein, ENGINEER'S total aggregate liability under this Agreement, including without limitation those damages and liabilities arising from actions or inactions undertaken by the ENGINEER relative to the Agreement, and associated SCOPE OF SERVICES, shall be limited as provided in the table below. This limitation covers all claims, regardless of whether the claims arise in contract, tort, strict liability or otherwise.

Limitation of Liability			
Construction Costs	**$0 to $2,000,000**	**$2,000,001 - $4,000,000**	**+$4,000,000**
Total Limitation of Liability	ENGINEER's liability shall be limited to the greater of one hundred percent (100%) of ENGINEER's fee under the Agreement (which excludes assignments) or the insurance proceeds received up to the limits stated in Section II.J., based on applicable Construction Costs, plus the ENGINEER'S obligations under the applicable policy for payment of deductibles and co-insurance payments.	ENGINEER's liability shall be limited to the greater of one hundred percent (100%) of ENGINEER's fee under the Agreement (which excludes assignments) or the insurance proceeds received up to the limits stated in Section II.J., based on applicable Construction Costs, plus the ENGINEER'S obligations under the applicable policy for payment of deductibles and co-insurance payments.	ENGINEER's liability shall be limited to the greater of $4,000,000 or one hundred percent (100%) of ENGINEER's fee received under this Agreement (which excludes assignments).

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

THE CITY OF WICHITA

Brandon J. Whipple, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magaña, Director of Law and City Attorney

BAUGHMAN COMPANY, P.A.

(Name/Title) Brent Wooten, President

EXHIBIT "A"

SCOPE OF SERVICES

Biltmore Estates Addition, Phases 1 & 2
(west of 135th Street West, north of Pawnee)
(Project No. 458-2021-085483)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per **Attachment No. 1 to Exhibit "A".**

In connection with the services to be provided, the ENGINEER shall:

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 Notice of Intent (NOI) prior to bidding; site-specific erosion control plan; and standard Best Management Practice (BMP) detail sheets per **Attachment No. 1 to Exhibit "A".**
3. Soils and Foundation Investigations. The CITY may authorize 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 the Testing Laboratory's work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Plans & Specifications. Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY's Master Bid Item List. 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 to Exhibit "A".** The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Landscaping. Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants' Design Team.
8. Property Acquisition. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way or 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. **The ENGINEER shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.**
9. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. **Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic").** ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms **(Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER.** This information will be compiled into a summary report **(Attachment No. 4 to Exhibit "A", also available on the City's FTP site)** maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. **ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified).** When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction. In no event is ENGINEER responsible for damage to underground utilities, unmarked or improperly marked, caused by geotechnical conditions, potholing, construction, or other contractors or subcontractors working under a subcontract to the Agreement.
10. Staking Information. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See **Attachment No. 2 to Exhibit "A"** for required coordinate information.
11. Shop Drawings. All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.
12. Public Meeting. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
13. New Right-of-Way Monumentation. The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.
14. Section Corner Monuments. The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.
15. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.**

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

Field Check Plans and an estimate for the project due by N/A.
Office Check Plans and an estimate for the project due by April, 2022.
Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by May, 2022.

Attachment No. 1 to Exhibit "A" – Scope of Services

Plan Submittal

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

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

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

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also 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. Bidding erosion control as "1 LS" is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City's current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

Attachment No. 2 to Exhibit "A"

Required Plan Coordinate Information

I. SANITARY SEWER

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:

- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE

- Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves
-

IV. STORM SEWER

- Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING

- Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- all lot corners
- any grade breaks between front & rear lot corners
- high points/low points within drainage easements
- street area
- centerline @ 100' Sta on tangent sections
- PC/PT points & 50' along curves
- special drainage swales
- PC/PT points, pi's & 50' Sta in between
- ponds
- any grades breaks between pond bottom and rear property line
- PC/mid radius/PT around pond curves
- for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

- Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
- benchmarks, including TBM set with preliminary survey
- In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.
- Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
- Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
- Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
- All control irons/identified property irons shall be shown on plans, with BL stationing and offset
- Show deflection angles in BL, and/or bearing/azimuth of BL sections
- Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
- Existing FL/pavement grades shown at all match points
- Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.'s, not just even stationing
- CL top of pavement grades for arterial
- CL elevation for streets on mass grading work @ 100' Sta in tangent sections and 50' on curves.
- ELEVATION SHALL BE TO TOP OF ROCK BASE.
- BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
- Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
- Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
- BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
- BL station and offset to back of retaining walls, at ends of walls and all P.I.'s
- Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
- Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
- Sanitary Sewer – show deflection angles between MH's

- Flow line elevations for manhole stubs
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit "A" – CIP Scope of Services

Project Name

Utility Location Verification for ULCC Sub-Committee Date of ULCC Meeting

Field Check: ☐ **Office Check:** ☐

UTILITY: _____ **Checked by** _____ **on** _____

Utility Location:

☐ None in Project Limits
☐ In Project Limits, No Relocation Necessary
☐ Utility will need to relocate
☐ Utility is located in Private Easement
☐ Private Easement Documentation Attached
☐ Utility will need to relocate and is interested in proposed ROW (If applicable)

Briefly Describe Type and Location of Facilities within Project:

_____

_____

Estimate Time for Relocation: ☐ < 3 months ☐ 3-6 months ☐ 6-9 months ☐ > 9 months

Weather Sensitive: ☐ Yes ☐ No If yes, please explain: _____

Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):

_____

_____

Utility Plan Review:
☐ Correct as Shown ☐ Corrections needed ☐ Attachments provided for Consultant

Corrections necessary on plan sheets:

_____

_____

Additional Information requested from Consultant: _____

_____

Utility Requests Paper Plans (choose one): ☐ Full Size ☐ Half Size ☐ Cross-Sections (Full Size)

Please email this form by Due Date to: Project Engineer Consultant Company Contact Information

cc: Right-of-Way and Utility Coordinator, Project Manager & Chief Design Engineer

Revised 3/1/2021

Attachment No.4 to Exhibit "A" - Scope of Services

Individual Project Name (i.e., Amidon, 21st to 29th Street North)

Current Date	ODOT Proj. NO/ City Proj. NO	City Design Manager	Consultant	Date of First ULOC	Date of Second ULOC	Date of Plan Revision Distribution	Date of Second Plan Revision Distribution	R/W Purchased Y/N	Date Utilities notified of R/W completion	Project Proposed Bid Date	Proposed Utility Clear Date (project)
2/21/2013	1111111/ 222222	Kallman	Kim Lee/ Ruggles & Beem	2/21/2013	2/21/2013			No			

	Utility Contact	Utility needs to relocate (Y/N)	Utility in Private Easement (Y/N)	Utility needs PROPOSED R/W to relocate (Y/N)	Relocation Weather Sensitive (Y/N)	Estimated Date of Utility Design Completion	Time needed for relocation after utility design complete	Individual Utility Clear Date
Westar (Distribution)								
Location in Project: (Describe Existing Facilities)								
Relocation Needs:								
Comments:								
Westar (Transmission)								
Location in Project: (Describe Existing Facilities)								
Relocation Needs:								
Comments:								

KGS
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Black Hills
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
AT&T
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Cox
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Water
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Sewer
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Stormwater
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:
Other
Location in Project: (Describe Existing Facilities)
Relocation Needs:
Comments:

Exhibit B
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

1. **Terms Herein Controlling Provisions**: The terms of 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 Agreement.

2. **Choice of Law**: This Agreement shall be interpreted under and governed by the laws of the State of Kansas. Any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

3. **Termination Due To Lack of Funding Appropriation**: If, in the judgment of the City's Director of Finance, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, City may terminate this Agreement at the end of its current fiscal year. City agrees to give written notice of termination to Contractor at least thirty (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 for in the Agreement, except that such notice shall not be required prior to ninety (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 to City under the Agreement. City will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon the effective termination of the Agreement by City, title to any such equipment shall revert to Contractor. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the City or the Contractor.

4. **Disclaimer of Liability**: City shall not hold harmless or indemnify any Contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).

5. **Acceptance of Agreement**: This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

6. **Arbitration, Damages, Jury Trial and Warranties**: The City does not ever accept binding arbitration or the payment of damages or penalties upon the occurrence of a contingency, and expressly denies such acceptance for this Agreement. The City never consents to a jury trial to resolve any disputes that may arise hereunder, and expressly denies such consent for this Agreement. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any document within the Agreement between the Parties 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.

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

8. **Federal, State and Local Taxes**: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. City is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, City shall provide to the Contractor a certificate of tax exemption.

   City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

9. **Insurance**: City shall not be required to purchase any insurance against any liability loss or damage to which this Agreement relates, nor shall this Agreement require the City 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.*), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.

10. **Conflict of Interest**. Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the City and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the City. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any City employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the City.

11. **Confidentiality**. Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data

furnished by the City promptly at the request of City in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by City, shall destroy or render such data or material unreadable. The parties accept that City must comply with the Kansas Open Records Act, and will produce upon written request all documents pertaining to this Agreement other than those covered by express exceptions to disclosure listed in the Act.

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

13. **Anti-Discrimination Clause.** 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, ancestry, or age in the admission or access to, or treatment or employment in, its programs and 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 Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by City, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (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 this Agreement or whose contracts with the City cumulatively total $5,000 or less during the City's fiscal year. You will be contacted if you are the successful vendor and do not have a current EEO/AA submittal on file with the Purchasing Office and/or have not REGISTERED VIA THE CITY'S WEB SITE: https://ep.wichita.gov. Questions about the City of Wichita's EEO/AA submittal requirements should be directed to (316) 268-4417.

14. **Suspension/Debarment.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including the City of Wichita, must determine whether the Contractor has been excluded from the system and any federal funding received or to be received by the City in relation to this Agreement prohibits the City from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the City in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. City shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under the SAM and to notify City within the same five (5) business days, with the City reserving the same right to terminate for breach as set forth herein.

15. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 for Improvements to Clear Ridge Addition Phase 2 (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 1.

Background: On July 6, 2021, the City Council approved petitions for water, sewer, drainage, and paving improvements to serve Clear Ridge Addition Phase 2, located south of Pawnee, west of 143rd Street East. On November 9, 2021, the City Council approved the Design Services Agreement.

Analysis: The proposed Supplemental Design Agreement No. 1 provides additional design services related to the increase in size of the improvement district and the re-petitioning of water, sanitary sewer, drainage, and paving improvements Supplemental Design Agreement No. 1 has been prepared for Garver LLC. to provide the additional design services.

Financial Considerations: The design service fee to date is $111,300. The cost of Supplemental Agreement No. 1 is $73,100, which brings the total design fee to $184,400. Funding is available within the existing budget approved by the City Council on July 6, 2021, which is 100% funded by special assessment.

Legal Considerations: Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

Attachment: Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED NOVEMBER 9, 2021

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

GARVER, LLC

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated November 9, 2021) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with improvements to the **CLEAR RIDGE ADDITION, PHASE 2** (south of Pawnee, west of 143rd Street East).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

WATER DISTRIBUTION SYSTEM serving Lots 44-51 Block 3; Lots 8-15 Block 5; Lots 1-29 Block 6; Lots 6-9 & 20-37 Block 7, Clear Ridge Addition, Phase 2 (Project No. 448-2021-018935_E1060-47115221).

SANITARY SEWER serving Lots 44-51 Block 3; Lots 8-22 Block 5; Lots 1-29 Block 6; Lots 1-37 Block 7, Clear Ridge Addition, Phase 2 (Project No. 468-2021-018936_E1061-47264521).

STORM WATER DRAIN NO. 425 serving Lots 44-51 Block 3; Lots 8-22 Block 5, Lots 1-29 Block 6; Lots 1-37 Block 7, Clear Ridge Addition, Phase 2 (Project No. 468-2021-085479_E1062-47308921).

CLEAR CREEK, WILLOW OAK, SPRING HOLLOW serving Lots 44-51 Block 3; Lots 8-15 Block 5; Lots 1-29 Block 6; Lots 6-9 & 20-37 Block 7, Clear Ridge Addition, Phase 2 (Project No. 472-2021-085730_E1059-47468221).

(see attached Exhibit A)

B. PAYMENT PROVISIONS

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

A. Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee amount specified below:

Project No. 448 2021 018935	$ 5,000.00
Project No. 468 2021 018936	$ 24,200.00
Project No. 468 2021 085479	$ 22,300.00
Project No. 472 2021 085730	$ 21,600.00
TOTAL	**$ 73,100.00**

Payments will be reviewed by the CITY upon presentment, and the undisputed sums will be paid according to the CITY's regular accounting procedures, with payment typically made within 30 days of approval.

C. COMPLETION

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

(a) Field check plans of the project for distribution to utilities by **N/A**.
(b) Office check plans by **April, 2022**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May, 2022.**

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

(signatures to follow)

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2022.

CITY OF WICHITA

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

GARVER. LLC

_____
(Name and Title)

Christopher M. Bohm
Senior Project Manager

1995 Midfield Road
Wichita, KS 67209

TEL 316.264.8008

www.GarverUSA.com

February 14, 2022

Matthew Schutzle
Subdivision Engineer
City of Wichita – 7th Floor
455 N. Main
Wichita, KS 67206

Re: Supplemental agreement to Design Services request for Phase 2, Clear Ridge Addition due to expanded project size.

Dear Mr. Schutzle,

Please consider this request for a supplemental agreement for design services for Phase 2 Improvements to Clear Ridge Addition, Wichita, Kansas. As you may recall, originally the developer had petitioned for a 38 Lot Phase for this Addition for which the sanitary sewer project bidding failed due to costs. The bids on that project were rejected by the City of Wichita.

To help make a more efficient phase over which improvement costs will be assessed, the developer chose to expand the Phase size to 67 Lots. This expanded the four projects associated with this Phase: sanitary sewer, storm water drain, water extensions, and paving. Petitions for this expanded phase were submitted in December of 2021 and letters of credit have been delivered and receipt confirmed by Janis Edwards, as required by City policy.

Our original design services agreement considered only providing plans for the original, smaller phase. Because of this, we are requesting that a supplemental agreement be written to add the additional design fee amounts for this new, expanded phase. Details of the original petition amounts, original design fees and the updated petition amounts and requested additional fees are presented below.

WATER DISTRIBUTION SYSTEM (Project No. 448-2021-018935_E1060-47115221).

Original Petition	Original Design Fee	Updated Petition	Updated Design Fee	Requested Supplemental Amount
$164,000	$14,400	$272,000	$19,400	$5,000

SANITARY SEWER (Project No. 468-2021-018936_E1061-47264521).

Original Petition	Original Design Fee	Updated Petition	Updated Design Fee	Requested Supplemental Amount
$282,000	$23,700	$624,000	$47,900	$24,200

STORM WATER DRAIN NO. 425 (Project No. 468-2021-085479_E1062-47308921).

Original Petition	Original Design Fee	Updated Petition	Updated Design Fee	Requested Supplemental Amount
$485,000	$37,300	$774,000	$59,600	$22,300

CLEAR CREEK, WILLOW OAK, SPRING HOLLOW (Project No. 472-2021-085730_E1059-47468221).

Original Petition	Original Design Fee	Updated Petition	Updated Design Fee	Requested Supplemental Amount
$472,000	$35,900	$749,000	$57,500	$21,600

We can prepare a form of amendment to this agreement should you request. Thank you in advance for your consideration, and please do not hesitate to contact me should you need any additional information.

Garver,

Christopher Bohm, P.E.
Senior Project Manager

Wichita Transit
CITY OF WICHITA

Minutes **February 16, 2022**

The Wichita Transit Advisory Board met in hybrid session.

Present:

LeAnna Beat, Ellen Abbey, Dorsha Kirksey, Mika Pyyhkala, Shannon Bohm, Jason Gregory, and Cat McMurray

Absent:

Darryl Kelly, Shana Chivon Stephens, Diana Edmiston, and Matt Byrum

1. **Opening**
Chair Beat called the regular meeting of the Wichita Transit Advisory Board to order at 10:09 a.m. on February 16, 2022.

2. **Approval of Meeting Minutes**
Chair Beat proposed a motion to the board to approve the minutes for the January 19, 2022 Transit Advisory Board meeting. Motion to approve minutes made by Member Bohm and seconded by Member Gregory. Minutes unanimously approved.

3. **Public Comments**

None.

4. **Discussion Items**

   A. Paul Gunzelman provided an update regarding the revised building concept. There will be a few additional adjustments to the concept for IT purposes. The cost estimate will be updated once the final adjustments have been made. Looking forward to have an update soon regarding the cost and concept for the board soon.

5. **Information Items**

   A. **Marketing Report**

   Nate Hinkel provided a review of the digital insights, current focus areas and

ridership. A printed copy of the report will be emailed to all board members.

B. Director's Report

Director Tann provided the Director's Report. In his report, he shared that Wichita Transit received City Council approval to purchase 17 out of the 24 paratransit vans needing to be replaced. Due to the price increases and the limited supply of vehicles, only 17 vehicles were able to be procured.

Avail is currently onsite upgrading the modems on the vehicles. At the end of the month, ATT will shut off the 3G services. Modem upgrades will eliminate connectivity issues when the service ends.

There have been questions concerning Wichita Transit bus stops. There have been bus stop removals for inactive stops or safety concerns. Director Tann advised that Wichita Transit has installed more bus stops since the 2016 service reductions. There also been improvements to amenities such as concrete pads being added to support benches or shelters that were installed. If the board members have or receives any questions, please direct them to Wichita Transit staff.

Wichita Transit is still needing to hire at least nine more drivers to be able to run efficient service. Transloc pilot has still been on hold due to driver shortage. Once hiring needs have been met, Wichita Transit will be able to start pilot projects that have been placed on hold.

6. <u>Old Business</u>

Elections next month. Chair Beat will be stepping down as chair. If interested in becoming or want to nominate a member please let staff know. Provide your Council Member with a few names of individuals that would be interested in filling vacant seats.

Chair Beat expressed her concerns regarding the information being shared with the public regarding Alcoholic Anonymous (AA) locations and public education regarding transit overall. The AA project was previously approved by the board and to date there has been limited to no progress made.

Nate shared that there needs to be a common idea to focus on. Also, it is best to direct organizations to the Wichita Transit website due to the ongoing adjustments.

Chair Beat had a conversation with law representative Jay Hinkel regarding the lack of progress on the project, the project being labeled as a niche market and the confusion that free rides were being requested. It is now clear that Chair Beat is requesting that route information is to be shared in public places for individuals needing to use transit. She is also requesting for groups to be educated on how to ride the bus.

Chair Beat continued to express frustrations regarding the lack of board member

discussions during the meetings and the feelings that suggested projects are being moved forward.

Member Kirksey shared that she understands the struggles Wichita Transit experiences as she has similar struggles while running the Sedgwick County Transportation services. "Staff is doing all they can do to stay above water." She feels that the horizon is beginning to look good and the public definitely needs to be educated. Negative connotation needs to be removed from the public's mind in regards to public transportation.

Member Gregory would like to see a formal approach or plan being put in place. A plan to have overarching goals or a strategic direction. We need to be able to measure success of objectives. The board has previously given the directive to move forward with projects or marketing initiatives so there should be progress that has been made, however he does agree that it has been a tough time on staff trying to maintain operations. It is time that staff create a timeline and strategy that is to be presented to the board.

For the next meeting, staff will work on a plan and board members will come prepared with ideas in order to have a discussion on developing an initiative to start educating people more on bus ridership. Motion was made by Chair Beat and seconded by Member Kirksey. Motion unanimously approved

7. **New Business**

None.

8. **Announcements**

None.

Adjournment

The meeting adjourned at 10:43 AM.

The next meeting of the board will be held on **March 24, 2022** @10:00 AM.

Meeting Minutes

Sustainability Integration Board

February 23, 2022
4:30 PM-5:30 PM
Hybrid Meeting

Members in Attendance: Greg Allison, Jack Brown, Cody Erwin, Debra Foster, Lori Lawrence, Laura Lombard, Michael McCorkle, Tammie Rhea, Philip Simon

Members Absent: Jennifer Brehon, Esther Liu, Shana Stephens

City Staff: Penny Feist, Public Works & Utilities; Adam Nebenzahl, City Manager's Office; Nina Rasmussen, Secretary

Guests: Bruce Blank, Tonya Bronleewe, Jane Byrnes, Lauren Clary, Michelle Dehaven, Jeff Severin, Harold Schlechtweg, Baylee Vieyra

1. **Call to Order**

   Nina Rasmussen called the meeting to order at 4:32 PM.

2. **Announcements**

   Greg Allison and Michael McCorkle were asked to introduce themselves. Allison's expertise is in civil engineering and public improvement projects. He is the appointee from the Stormwater Advisory Board. McCorkle is a long-time Wichita resident and is passionate about combating climate change.

3. **Approval of Minutes**

   Laura Lombard moved to approve January 19, 2022 minutes. Seconded by Tammie Rhea.
   Motion passed 8-0, 1 abstained

4. **Public Comments**

   Harold Schlechtweg commented on the City's tree canopy and the gradual loss of trees due to removal of trees without sufficient replanting. He has made note of several stumps in his neighborhood and is aware that the City loses 5,000 trees a year from its canopy. He expressed his concern that there is no replacement standard when a tree is removed. He made recommendations to the Park Board to fund Forestry to allow them to follow ICMA benchmarking of 1 tree planted for 1 tree removed. He also recommended they conduct another tree canopy assessment to allow comparison from the one completed in 2017/2018 and see how the canopy has changed. Debra Foster responded to Schlechtweg's comment, explaining that Forestry often removes trees because they are old and become hazardous. Schlechtweg would like to see the City

fund new tree planting, citing that when Wichita had roughly 100,000 residents the City had means to plant 1,000 trees a year. With approximately 400,000 residents he would like to see Wichita's tree planting be equally reflective.

Bruce Blank commented on doughnut economics and that it works with the concept of finite recourses and allows sustainability to be applied to any region, state, country, etc. He noted that it aligns with CDP scoring and can improve it. Amsterdam uses it as their official model. He suggests the board look into the model and consider utilizing it to form our own sustainability plan moving forward.

5. Discussion Items

a. NASA DEVELOP heat mapping project

Rasmussen notified the group of a potential project that would provide heat maps for the Wichita metropolitan area. This project incorporates satellite data and existing canopy data to look at the relationship between land cover and heat in Wichita's built environment. It would provide data for resiliency planning. Rasmussen explained this is a 10-week project that would start in June. It has no cost to the City and City staff involvement would be weekly check-ins with the NASA DEVELOP team to keep the project on track.

Foster asked how this data will be incorporated into existing GIS data that the City houses as it would be beneficial to compare to socioeconomic and other layers. Rasmussen noted that she is working with the City's GIS team to see how to best bring this new data into existing systems and use it as a publicly accessible teaching tool. Lombard relayed a question from the chat asking what other cities have done these projects and what have their experiences been. Rasmussen answered that the city of Austin has done a similar project but their satisfaction or experience with the project was unknown. Each project has an assigned intern and team and is guided by professionals at NASA Langley.

Rasmussen also expressed that the City is not bound to do anything specific with the results and can move forward with the data as is seen fit. Not knowing if a contract would be drafter and need to go to City Council for approval, Rasmussen asked to bring the project to a vote for support and a formal recommendation to move forward.
Foster moved to support the NASA DEVELOP project as a formal recommendation from the board to City Council. Seconded by McCorkle.
Motion passed 9-0

b. League of Women Voters proposed speaker event

Rasmussen brought to the board's attention a potential speaker event proposed by the League of women Voters in Wichita. This event would focus on the topic of environmental justice and would be for the benefit of the board and be open to the public. This could help provide a starting point for board members and eventual committee members to understand the disparate impacts of environmental issues within the community. The event would be funded by the League of Women Voters should a speaker be available to make the event happen. Rasmussen called for suggestions of speakers that would be knowledgeable and of interest to the board and the public. Lombard suggested Dorothy Barnett of Climate + Energy Project. Rhea commented her support of this event, stating we should take advantage of ways to engage the public. Lombard noted a panel format may also be a good

option. Lawrence suggested Kansas Grassroots Education Network as a potential source for speakers as well. The board supported pursuing this event should a speaker be able to attend.

c. Updates from Boards

Lawrence provided an update on the Plastic Bag Task Force, stating that they are working to meet with individual Council members and educate. She also noted that there is a state bill to ban regional bans on single-use plastic items which could hinder progress.
Foster provided an update from the Metropolitan Area Planning Commission, stating that they have seen more infill projects lately, but developers still have no incentive to prevent sprawl. Solutions are needed to increase density and promote infill.

Rhea noted that she can provide updates from Evergy if the board would like to request any specific information.

Allison noted that there have been recent issues of floodplain regulation seen from the Stormwater Advisory Board. They have noted overreaching from FEMA. Foster added that drainage regulations have been updated in the past couple years and asked if the Stormwater Board had plans to incorporate more green infrastructure. Allison said he will bring it up in a future stormwater meeting.

Philip Simon updated the board on the progress of the tree ordinance in progress that the Park Board has seen. He hopes that there will be a preliminary draft brought to the board in the next couple months before bringing it to City Council.

Jack Brown provided an update from Bike Ped, stating that they finalized budget recommendations to Council. They provided recommendations for 10 projects, largely related to safety. These include things like using flood control levies as hiking and biking trails and expanding the redbud trail. Brown will provide the full list of recommendations to the board. Foster also requested a draft of the tree policy. Rasmussen will coordinate with staff on providing that update.

d. EFC project update and whiteboard session

Tonya Bronleewe presented an update on the sustainability initiative study. She showed members the revised matrix and provided an overview of how projects will be scored. Also shown was the revised venn diagram of sustainability. When asked for revisions or questions on these items board members did not have any initial revisions. Bronleewe showed the 9 sustainability strategy areas that were identified to help categorize projects. She provided the draft list of sustainability initiatives before the board meeting to familiarize members. After presenting, Bronleewe instructed members to write feedback on flipcharts around the room that represented each category. This feedback would then be incorporated into the draft report in March. Jeff Severin led the online discussion for virtually-attending board members.

Lombard made note of highlighting more community gardens and opportunities for green space. She mentioned talks to add a community garden to Riverside Park as a way to test public interest and pilot a larger initiative of community gardens in the city. She also recommended adding projects on single-use plastics and minimization of those. Brown

agreed and added the need to look at solid waste issues. He also suggested working with Earhart Environ Magnet School to integrate this work with education.

Lombard suggested EFC return to spend more time on this process, but Jeff relayed that the work will be completed in March. Penny Feist clarified that this will be a living list and projects may shift from one category to the next and projects may be added to and taken from the list over time. Severin noted that the matrix will serve as a tool to evaluate other projects in the future as well.

e. Strategy and 2022 planning

Strategy planning was tabled until the next meeting to allow for adequate time for group discussion.

6. **Meeting adjourned at 5:34 PM.**

Minutes submitted by

Nina Rasmussen, Secretary

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

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

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

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

Background: On March 7, 2022, the Board of Building Code Standards and Appeals (BBCSA) conducted a hearing on the property listed below. The building on the property is considered a dangerous and unsafe structure per state statutes and local ordinances and is being presented in order to schedule a condemnation hearing before the City Council. The BBCSA has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous building on this property.

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

Property Address	**Council District**
a. 9120 W. Westport St	V

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund. This budget is supplemented by an annual allocation of Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional $500 charge to cover associated costs of the condemnation and other associated costs. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

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

Recommendations/Actions: It is recommended that the City Council adopt the resolution to schedule a public hearing before the City Council on May 17, 2022 at 9:30 a.m. or soon thereafter, to consider condemnation of the structure deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **9120 W. WESTPORT ST** and legally described as: **LOT 19, BLOCK K, JAMESBURG PARK, AN 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 **May 17, 2022** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

_____

Christopher Labrum, Director, Metropolitan Area Building and Construction Department
City of Wichita

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

BE IT REMEMBERED, That on this _____day of _____, 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Christopher Labrum, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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

_____

Notary Public

My Appointment Expires:
_____

CITY OF WICHITA

Return to: MABCD
271 W. 3rd N. #101
Wichita, KS 67202
Mailstop #1-72 / Attention P.Bohannon

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 54 x 32 feet in size. Vacant for at least 6 months, this structure has been badly damaged by fire. It has holes in the siding and a sagging, badly worn composition roof, with holes.

(b) Street Address: 9120 W. Westport St

(c) Owners:
Steven & Kimberly Sampson
POST ON PROPERTY

Steven & Kimberly Sampson
3801 W. 13th N. Apt 1008
Wichita, KS 67203

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
State of Kansas Dept of Labor
Delinquent Account Unit
401 SW Topeka Blvd
Topeka, KS 66603-3182

State of Kansas (SRS)
Dept of Children & Families
2601 S. Oliver St
Wichita, KS 67210

Dakota L. Eckerman
Alyxandrea Lawless-Sampson
POST ON PROPERTY

(g) Mortgage Holder(s):
Sarah G. Briley
Attorney & Office Administrator
Morris Laing Evans Brock & Kennedy, Chtd.
300 N. Mead Suite 200
Wichita, KS 67202-2745

(h) Interested Parties: None

DATE: March 7, 2022

CDM SUMMARY

COUNCIL DISTRICT # V

ADDRESS: 9120 W. Westport St

LEGAL DESCRIPTION: LOT 19, BLOCK K, JAMESBURG PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 54 x 32 feet in size. Vacant for at least 6 months, this structure has been badly damaged by fire. It has holes in the siding and a sagging, badly worn composition roof, with holes.

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

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

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

_____ _____

Director of Metropolitan Area Building and Construction Department Enforcing Officer — Date

OCA: 23522141

_____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 19, BLOCK K, JAMESBURG PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **9120 W. WESTPORT ST**, 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 **5th day of April 2022**, 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 May 2022**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described as LOT 19, BLOCK K, JAMESBURG PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 9120 W. Westport St, 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 54 x 32 feet in size. Vacant for at least 6 months, this structure has been badly damaged by fire. It has holes in the siding and a sagging, badly worn composition roof, with holes.

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 **5th day of April 2022.**

_____
Brandon J. Whipple, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

OCA: 23522141

PUBLISHED IN THE WICHITA EAGLE ON April 8, 2022, and April 15, 2022
RESOLUTION NO. 22-095

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 19, BLOCK K, JAMESBURG PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.** COMMONLY KNOWN AS **9120 W. WESTPORT ST**, 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 **5th day of April 2022**, 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 May 2022**, before the governing body of the city at **9:30 A.M.,** or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described as LOT 19, BLOCK K, JAMESBURG PARK, AN ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS., commonly known as: 9120 W. Westport St, 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 54 x 32 feet in size. Vacant for at least 6 months, this structure has been badly damaged by fire. It has holes in the siding and a sagging, badly worn composition roof, with holes.

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 **5th day of April 2022.**

_____
Brandon J. Whipple, Mayor

(SEAL)

ATTEST:_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer L. Magana, City Attorney and Director of Law

Agenda Item No. II-7

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Community Events – Hopping Gnome Brewing Anniversary Party (District I)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Approve the request for temporary alley closure.

Background: In accordance with the Community Events procedure, the event promoter Stacy Ward Lattin, is coordinating the Hopping Gnome Brewing Anniversary Party with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following alley closure request has been submitted:

Hopping Gnome Brewing Anniversary Party, June 25, 2022, 11:00 am – 11:59 pm

- Alley located behind 1710 Douglas Avenue, Hydraulic Avenue to Kansas Street

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

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

Legal Consideration: This action complies with the ordinance on alley closures for community events.

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

Attachments: None.

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Child Care Aware of Kansas Sustainability Grant – Round III (Districts I, III, and VI)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendation: Accept the grant.

Background: The Federal government passed the Coronavirus Response and Relief Supplemental Appropriations Act in December 2020 and the American Rescue Plan Act in March 2021. These laws provide supplemental funds to help State, Territory and Tribal lead agencies address the impacts of COVID. The funds are awarded to the Kansas Department for Children and Families and grants will be administered by Child Care Aware of Kansas.

The Child Care Sustainability Grant program provides sustainability grants to cover provider costs of operations and potential revenue losses, with stipulations for all licensed child care providers to use a portion of funding for payroll expenses along with operational expenses or any additional expenses they have due to meeting the Centers for Disease Control (CDC) guidance to mitigate the spread of COVID and other activities necessary to maintain or resume the operation of programs, including for fixed costs and increased operation expenses. Any improvement or upgrade to a facility considered a minor renovation or normal part of operational expenses funding may be used.

Round I of this grant was accepted by City Council on November 2, 2021 and Round II was accepted on December 7, 2021.

Analysis: Over the last two years due to COVID, recreation center equipment purchases, professional development, and minor renovations have been limited. With this grant funding, staff will have access to buy the necessary programming equipment, Personal Protective Equipment (PPE), and numerous recreation accessories to expand and enhance programming needs, repair equipment in poor condition, and other facility needs, as well as provide aid for staffing cost and professional development, which is required by the Kansas Department of Health and Environment (KDHE).

The funding will be released to the below facilities in up to nine monthly segments, with the possibility of additional funding for five months after, for a maximum total of $1,053,000. Grant funding could end earlier, depending on the funding allocations.

- Lynette Woodard Recreation Center – $18,000 per month;
- Atwater Neighborhood Resource Center – $9,000 per month;
- Orchard Recreation Center – $18,000 per month;
- Brewer Community Center – $18,000 per month;
- Edgemoor Recreation Center – $9,000 per month;
- Evergreen Recreation Center – $18,000 per month;
- Linwood Recreation Center – $9,000 per month; and

- Colvin Neighborhood Resource Center – $18,000 per month.

Financial Considerations: The 2022 Sustainability Grant III provides the aforementioned funds for minor renovations, variety of supplies, staffing cost, professional development, and other facility enhancements. There is no City match requirement for these grants.

Legal Considerations: The Law Department has reviewed and approved the contract for the Child Care Aware of Kansas Sustainability Grant as to form.

Recommendations/Actions: It is recommended that the City Council accept the Sustainability Grant from Child Care Aware of Kansas and authorize the necessary signatures.

Attachment: Contract

Sustainability Grant Round 3 Notification of Decision

Dear Provider

We would like to thank you for applying for the Child Care Sustainability Grant Round 3. We are pleased to share with you that your application was **APPROVED**. You will receive your first payment on **April 29, 2022**, in the amount determined by your licensed capacity:

Family Child Care Homes	Total Grant Award
Family and Group Child Care Homes	$1,800
Child Care Centers, Preschools, Head Start, School Age Programs and Drop-in Care	
Licensed Capacity 24 or Less	$3,600
Licensed Capacity 25 to 99	$9,000
Licensed Capacity 100+	$18,000

- You must complete a monthly tracking form reporting actual allowable expenses incurred for which you have documentation/receipts on file, and 'opt in' by the 5th of each month in order to receive your next payment. Monthly tracking forms may be submitted until all funds have been spent.
    - In any monthly tracking form, you may report any allowable actual expenses incurred between March 12, 2020 and June 30, 2023, that have not been previously funded by any other funding source (i.e. PPP loans, 2020 Hero Relief grants, 2020 SPARK grants, CCHC grants, Child Care Impact Grants, CACFP, 2021 Sustainability Grant Round 1 or 2, or any other funding).
    - A Grants Navigator in your region will be available to aid in the support of completing your monthly tracking form, and other areas of the grant process in which you may need assistance.
- As a requirement of the grant, you must complete and submit an Impact Story describing how the Child Care Sustainability Grant funds impacted your program.

- Kansas Department for Children and Families requires that all documentation of how the funds are expended be kept on file for 5 years. Programs must maintain receipts for all actual expenses reported on the monthly tracking form.
- All funds must be spent by June 30, 2023. Any unspent funds must be returned to Child Care Aware of Kansas by June 30, 2023.

Sincerely,

Child Care Aware of Kansas

The federal government passed the Coronavirus Response and Relief Supplemental Appropriations Act in December and the American Rescue Plan Act in March. These laws provide supplemental funds to help State, Territory, and Tribal Lead Agencies address the impacts of COVID-19. The funds are awarded to the Kansas Department for Children and Families (DCF) and grants will be administered by Child Care Aware of Kansas.

Child Care Aware of Kansas – Sustainability Grant

DEPARTMENT OF PARK AND RECREATION

_____ _____

Troy Houtman, Director Date

THE CITY OF WICHITA, KANSAS

_____ _____

Brandon J. Whipple, Mayor Date

APPROVED AS TO FORM: **ATTEST:**

_____ _____

Jennifer Magana, City Attorney and Director of Law

Karen Sublett, City Clerk

_____ _____

Date Date

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Kansas & Oklahoma Railroad, LLC, (K&O) Agreements for Water Main Crossings at the Northwest Water Facility

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the agreements.

Background: On December 3, 2019, the City Council authorized Notice to Proceed on the Northwest Water Facility project, which will provide a 120 million gallons per day water treatment facility to replace the City's aging water treatment plant. Construction is underway which includes waterline extensions across the Kansas & Oklahoma (K&O) railroad right-of-way.

Analysis: These railroad agreements will allow water lines to cross under the K&O railroad at three locations along Zoo Boulevard, south of 21st Street North.

Financial Considerations: The three agreements have one-time permitting and processing fees totaling $88,150. Funding is available within the existing budget of $553,187,535 approved by the City Council on December 3, 2019.

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

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

Attachments: Agreements.

KANSAS & OKLAHOMA RAILROAD, L.L.C.

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made and entered into _____, between **KANSAS & OKLAHOMA RAILROAD, L.L.C.** which has a mailing address at **315 WEST 3RD STREET, PITTSBURG, KANSAS 66762** party of the first part (hereinafter called "Railroad"), and the **CITY OF WICHITA** having a mailing address at **455 NORTH MAIN, 8TH FLOOR, WICHITA, KANSAS 67202** as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

One (1) buried 78-inch steel pipeline containing one (1) 66-inch steel water pipeline as hereinafter more fully described on the attached Exhibit "A".

LOCATION: below the tracks, right of way and property owned by Railroad at a location approximately 21 feet southeast of Mile Post 490 and 110 feet southeast of the centerline of W 21st Street North, at or near the City of Wichita, County of Sedgwick, State of Kansas.

In accordance with construction plans, submitted by Licensee to and approved by the Property Manager, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

~~1.~~ The Licensee shall pay to Railroad upon the execution hereof, the lump sum of **ONE THOUSAND FIFTY AND NO/100 DOLLARS ($1,050.00)** as a one-time document processing fee and the further sum of **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00)** as a one-time license fee.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

(b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration,

renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Furthermore, Railroad may require Licensee and/or its Contractor to secure construction observation through Railroad's approved observer named below during all construction and installation work. Licensee is to directly contract and coordinate services with Railroad's approved observer:

RailPros Field Services
Email: Watco.Utility@railpros.com
Phone: 682-223-5271

3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to Railroad and obtain the written approval of the Property Manager thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.

6. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or

be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.

10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove

its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.

11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

12. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.

14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of Railroad being first had and obtained.

15. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

16. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.

17. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

18. Environmental Compliance

    18.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.

    18.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.

18.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.

18.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.

19. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the insurance coverage as outlined in **Exhibit "B"**.

20. Any Notice required or permitted to be served under the terms of this License shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Kansas & Oklahoma Railroad, L.L.C.
315 West 3rd Street
Pittsburg, KS 66762
Attn: Manager - Real Estate

To Licensee: City of Wichita
455 N Main, 8th Floor
Wichita, KS 67202
Attn: Bill Perkins

or at such other address as the respective parties may from time to time give notice of.

21. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

KANSAS & OKLAHOMA RAILROAD, L.L.C. ***(as Railroad)***	***CITY OF WICHITA*** ***(as Licensee)***
By: _____	By: _____
Name: Kim A. Williams	Name: _____
Title: Manager – Real Estate	Title: _____
Witness as to Railroad	Witness as to Licensee
_____	_____
Name: _____	Name: _____

Exhibit A Summary

Exhibit A on the following page

Summary Table

1.	License #	KORR551339
2.	Railroad	Kansas & Oklahoma Railroad, L.L.C.
3.	Licensee	Wichita, City of
4.	Description of Work	One buried 78-in steel pipeline containing one 66-in steel water pipeline crx 21 ft SE MP 490 and 110 ft SE c/l W 21st Street N
5.	City, County, State	Wichita, Sedgwick, KS
6.	Mile Post	489.996
7.	Latitude/Longitudinal Coordinates	37.7231587608 / -97.4090393397

GENERAL NOTES:

1. THESE NOTES APPLY ONLY TO WORK PERFORMED UNDER WBS 050 OFFSITE PIPING.

2. COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS. ALL CONSTRUCTION SHALL BE COMPLETED FOLLOWING CURRENT PROJECT SPECIFICATIONS AND PROVISIONS.

3. ALL CONSTRUCTION AND MATERIALS TO COMPLY WITH PROJECT CONSTRUCTION SPECIFICATIONS AND DETAILS, UNLESS OTHERWISE INCLUDED IN THE CONTRACT DOCUMENTS.

4. DESIGN-BUILDER WILL BE REQUIRED TO PROVIDE NOTICE TO UTILITY COMPANIES A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO AN EXCAVATION, AS FOLLOWS:

   KANSAS ONE-CALL 687-2470

   THE DESIGN-BUILDER MUST NOTIFY THE FOLLOWING IN CASE OF AN EMERGENCY:

AT&T	1-800-246-8464
BLACK HILLS ENERGY	1-800-694-8989
CITY OF WICHITA WATER & SEWER DEPT.	1-316-219-8921
CITY OF WICHITA STORMWATER	1-316-268-4090
CITY OF WICHITA TRAFFIC	1-316-268-4034
COX COMMUNICATIONS	1-888-249-3530
EVERGY	1-800-544-4857
KANSAS FIBER NET	1-855-536-4357
KANSAS GAS SERVICE	1-888-482-4950

5. UTILITY SERVICE LINES, POLES, ETC. ARE TO BE ADJUSTED AS NECESSARY BY OTHERS PRIOR TO CONSTRUCTION UNLESS THE PLANS SPECIFICALLY CALL FOR THEIR ADJUSTMENT BY THE DESIGN-BUILDER OR UNLESS THE PLANS SPECIFICALLY IDENTIFY A UTILITY TO BE ADJUSTED BY ITS OWNER DURING CONSTRUCTION. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE PLANS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. THE DESIGN-BUILDER WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION.

6. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE DRAWINGS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. LOCATION INFORMATION HAS BEEN OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND IS EITHER FROM COMPANY RECORD DRAWINGS OR COMPANY PROVIDED FIELD LOCATIONS. OTHER BURIED LINES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE DESIGN-BUILDER SHALL HAVE ALL BURIED LINES LOCATED AND FLAGGED IN THE FIELD PRIOR TO COMMENCING WORK. THE DESIGN-BUILDER SHALL CONTACT THE ENGINEER AND REVIEW ANY BURIED LINES LOCATED IF CONFLICTS EXIST. THE DESIGN-BUILDER WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION. ANY LINES DAMAGED SHALL BE REPLACED OR REPAIRED IMMEDIATELY AS DIRECTED BY THE ENGINEER AT THE DESIGN-BUILDER'S EXPENSE.

7. EXPOSE AND VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES THAT ARE IN POTENTIAL CONFLICT WITH THE PROPOSED IMPROVEMENTS. THE UTILITY LOCATES SHALL BE PERFORMED PRIOR TO THE START OF CONSTRUCTION AND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

8. MAINTAIN A MINIMUM OF 10-FOOT HORIZONTAL SEPARATION BETWEEN ALL WATER LINES (MAINS, SERVICES, AND FIRE HYDRANTS) AND ALL SANITARY SEWER LINES (MAINS, SERVICES, AND MANHOLES). ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

9. MAINTAIN A MINIMUM OF 2-FOOT VERTICAL SEPARATION BETWEEN ALL WATER LINES (MAINS AND SERVICES) AND ALL GRAVITY SANITARY SEWER LINES (MAINS, SERVICES, AND MANHOLES) AT CROSSINGS. ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

10. MAINTAIN A MINIMUM OF 2-FOOT VERTICAL SEPARATION BETWEEN ALL WATER LINES (MAINS AND SERVICES) AND ALL PRESSURIZED SANITARY SEWER LINES (FORCE MAINS AND SERVICES) AT CROSSINGS. WATERLINES MUST ALWAYS BE PLACED ABOVE PRESSURIZED SANITARY SEWER LINES WHERE THEY CROSS. ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

11. RUBBLE FROM THE REMOVAL OF MISCELLANEOUS STRUCTURES AND EXCESS EXCAVATION WHICH IS TO BE WASTED SHALL BE DISPOSED OF ON SITES TO BE PROVIDED BY THE DESIGN-BUILDER. THESE SITES SHALL BE APPROVED BY THE ENGINEER AS TO SUITABILITY, APPEARANCE AND SITE LOCATION. LOCATIONS, IN THE OPINION OF THE ENGINEER, THAT WILL LEAVE AN UNSIGHTLY APPEARANCE WILL NOT BE APPROVED. ALL DISPOSAL SITES MUST BE APPROVED BY THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT. MATERIAL EITHER STOCKPILED OR DISPOSED OF IN A FLOOD PLAIN WILL REQUIRE A KANSAS STATE BOARD OF AGRICULTURE PERMIT. ANY MATERIAL DUMPED IN WATERS OF THE UNITED STATES OR WETLANDS IS SUBJECT TO U.S. CORPS OF ENGINEERS PERMITTING REGULATIONS. ANY MATERIAL BURIED OR STOCKPILED BEYOND APPROVED CONSTRUCTION LIMITS WOULD REQUIRE ADDITIONAL ARCHAEOLOGICAL INVESTIGATIONS UNLESS BURIED IN A PREVIOUSLY APPROVED BORROW LOCATION.

12. EARTHWORK SHALL BE IN ACCORDANCE WITH SECTION 31 20 50.

13. STRIP AND STOCKPILE TOPSOIL WITHIN THE LIMITS OF DISTURBANCE.

14. TREES AND SHRUBS IN PUBLIC RIGHT-OF-WAY WHICH ARE IN DIRECT CONFLICT WITH PROPOSED NEW CONSTRUCTION SHALL BE REMOVED BY THE DESIGN-BUILDER WITH THE ENGINEER'S APPROVAL. TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH PROPOSED NEW CONSTRUCTION SHALL BE SAVED AND PROTECTED FROM DAMAGE.

15. AVOID REMOVAL OR TRIMMING OF ANY TREES OR SHRUBS WHERE POSSIBLE. WHERE THE DESIGN-BUILDER BELIEVES THE REMOVAL OR TRIMMING IS UNAVOIDABLE, THIS WORK SHALL BE COORDINATED WITH THE ENGINEER. TREE TRIMMING/REMOVAL SHALL BE COMPLETED IN ACCORDANCE WITH U.S FISH AND WILDLIFE SERVICE AND KANSAS DEPARTMENT OF WILDLIFE, PARKS, AND TOURISM RESTRICTIONS.

16. PRESERVE PROPERTY IRONS. RE-ESTABLISH ANY PROPERTY IRONS WHICH ARE DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. SUCH IRONS SHALL BE RE-ESTABLISHED BY A LICENSED LAND SURVEYOR IN ACCORDANCE WITH STATE LAWS.

17. THE OWNER SHALL FIELD LOCATE WATER VALVES ONE TIME DURING CONSTRUCTION WHEN REQUESTED BY THE DESIGN-BUILDER. IT SHALL BE THE DESIGN-BUILDER'S RESPONSIBILITY TO PRESERVE SUCH FIELD LOCATIONS DURING THE CONSTRUCTION PROCESS. WATER VALVES, VALVE BOXES OR FIRE HYDRANTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE DESIGN-BUILDER AT HIS OWN EXPENSE. VALVE BOXES AND WATER METERS WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO MATCH FIELD GRADES BY THE DESIGN-BUILDER.

18. LIMIT THE EXTENT OF TRENCH OPENINGS OVERNIGHT AND WEEKENDS TO LESS THAN 50 FEET.

19. THE DESIGN-BUILDER SHALL LAY A TRACER WIRE AND SET TEST STATIONS ALONG ALL PIPE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND TRACER WIRE DETAILS.

20. THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS IN ACCORDANCE WITH THE THRUST BLOCK DETAILS UNLESS AN INTEGRAL RESTRAINT SYSTEM IS UTILIZED.

21. DEFLECTIONS AT PIPE JOINT OR COUPLINGS SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDED MAXIMUM. WHERE DEFLECTIONS ARE GREATER THAN THE MAXIMUM ALLOWED, THE DESIGN-BUILDER SHALL UTILIZE LONG SLEEVE OR MULTIPLE JOINTS.

22. ANY EXISTING JOINT EXPOSED DURING EXCAVATION SHALL BE REPLACED IF WITHIN FOUR FEET OF PROPOSED JOINT.

23. PROTECT FROM DAMAGE AND SUPPORT EXISTING UTILITIES THROUGH CONSTRUCTION AS APPROVED BY THE UTILITY OWNER AND THE ENGINEER.

24. MAINTAIN UNINTERRUPTED UTILITY SERVICE TO ADJACENT FACILITIES DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY OWNER.

25. WRITTEN REQUEST TO THE OWNER WILL BE REQUIRED 72 HOURS PRIOR TO A SCHEDULED UTILITY OUTAGE. THE FIRE DEPARTMENT MUST BE NOTIFIED OF ANY FIRE HYDRANTS OR WATER MAINS TAKEN OUT OF SERVICE.

26. GIVE ALL PROPERTY OWNERS AND/OR TENANTS OF DEVELOPED PROPERTY ABUTTING THE CONSTRUCTION OF THIS PROJECT A MINIMUM OF TEN (10) DAYS NOTICE PRIOR TO START OF CONSTRUCTION.

27. EASEMENTS AND RIGHTS-OF-WAY PROVIDED BY THE OWNER FOR THE PROJECT ARE SHOWN ON THE DRAWINGS. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ANY ADDITIONAL TEMPORARY EASEMENTS OR RIGHTS-OF-WAY DESIRED TO USE IN COMPLETING THE WORK.

28. IF TRAFFIC WILL BE IMPACTED BY CONSTRUCTION, A TRAFFIC CONTROL PLAN MUST BE SUBMITTED AND APPROVED BY THE CITY TRAFFIC ENGINEER AT TRAFFIC@WICHITA.GOV BEFORE CONSTRUCTION CAN BEGIN. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL MEASURES TO FACILITATE CONSTRUCTION. ALL CONSTRUCTION ZONE MARKINGS AND SIGNAGE SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS PUBLISHED BY THE US DEPT. OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

29. CONTAIN OPERATIONS TO PERMIT LOCAL AND EMERGENCY TRAFFIC THROUGH AND ACROSS CONSTRUCTION AT ALL TIMES. THE DESIGN-BUILDER SHALL UTILIZE WARNING SIGNS, FLASHING LIGHTS, BARRICADES, AND FLAGMEN IN COMPLIANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

30. MINIMUM DEPTH OF BURY IS 36-INCHES UNLESS NOTED OTHERWISE.

RESTORATION, EROSION AND SEDIMENT CONTROL NOTES:

1. ALL AREAS DISTURBED DURING CONSTRUCTION THAT WILL NOT BE UNDER PROPOSED PAVEMENT SHALL BE RESTORED TO MATCH EXISTING CONDITIONS.

2. RESTORE ALL DITCHES, SWALES, ROAD SHOULDERS, AND BANKS TO THEIR ORIGINAL SLOPES AND GRADES EXCEPT AS SHOWN OTHERWISE. WHERE EXISTING ENTRANCE PIPE, DRAINAGE PIPE, SIGNS, FENCES, LANDSCAPING, ETC., CONFLICT WITH THE PROPOSED WORK HEREIN, THEY SHALL BE REMOVED AND REPLACED OR RESET, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

3. RESTORE TOPSOIL AND SEED ALL AREAS DISTURBED DURING CONSTRUCTION UNLESS DESIGNATED TO RECEIVE OTHER SURFACING.

4. INSTALL AND/OR MAINTAIN EROSION CONTROL METHODS AS SPECIFIED ON THE PLANS. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL THROUGH THE COMPLETION OF THIS PROJECT. INSTALLATION OF THESE EROSION CONTROL DEVICES DOES NOT RELIEVE THE DESIGN-BUILDER OF THE RESPONSIBILITY OF ABATING SOIL EROSION.

5. TAKE CARE TO PREVENT SILT AND DEBRIS FROM ENTERING ANY STORM DRAINAGE SYSTEM DURING CONSTRUCTION. PIPES OR STRUCTURES WHICH CONTAIN MATERIALS FROM THE DESIGN-BUILDER'S ACTIVITIES SHALL BE THOROUGHLY CLEANED BY THE DESIGN-BUILDER.

6. ALL GRASSED AREAS DISTURBED BY CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REPLANTED WITH GRASS AND FERTILIZED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. EXISTING GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLANTED WITH THE SAME TYPE OF GRASS AS WAS REMOVED, UNLESS OTHERWISE SPECIFIED.

7. SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WITH TEMPORARY RYE GRASS. RYE GRASS SEED SHALL BE PLANTED AT A MINIMUM RATE OF SIX (6) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET. THIS TEMPORARY SEEDING MAY BE OMITTED ONLY IF PERMANENT SEEDING/SODDING IS APPLIED. TEMPORARY SEEDING OR PERMANENT SEEDING/SODDING SHALL BE APPLIED WITHIN 14 DAYS AFTER THE AREA HAS BEEN DISTURBED.

JASON LEE GARDER — LICENSED — 25101 — KANSAS — PROFESSIONAL ENGINEER

This Document has been digitally signed and sealed. 9/30/2021

no.	date	by	ckd	description
A	2/26/21	JLG	JLG	ISSUED FOR REVIEW
B	2/8/21	PTG	JLG	PACKAGE 4: ISSUED FOR Q4 REVIEW
C	9/22/21	PTG	JLG	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

BURNS McDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
LICENSE NO. E-65

date	detailed
MARCH 2, 2021	B. MADDOX
designed	checked
J. GARDER	D. HAUSER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
OFFSITE PIPING
GENERAL NOTES

project	contract
114461	

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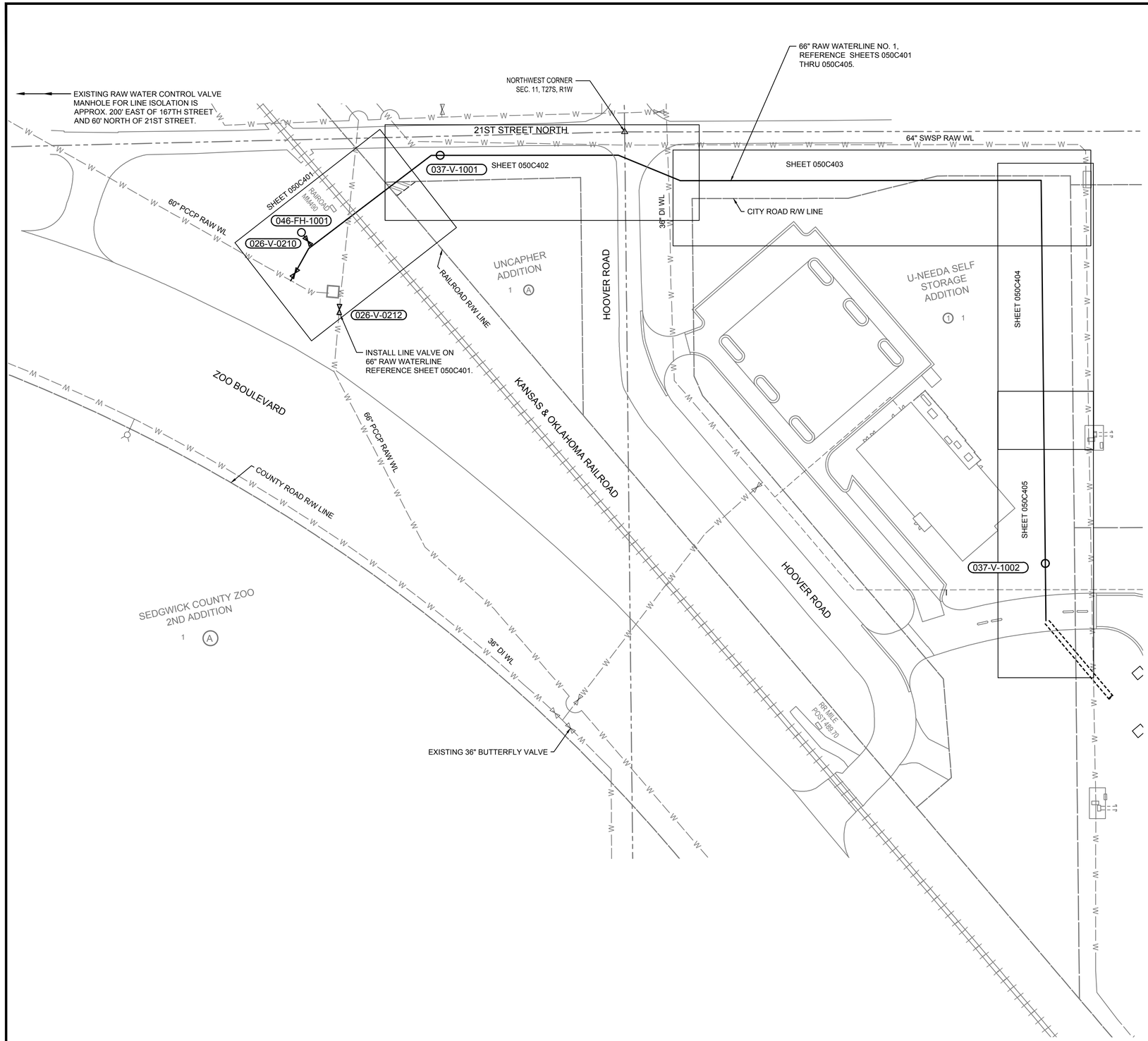

LEGEND

- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FLUSHING HYDRANT
- PROPOSED COMBINATION AIR VALVE ASSEMBLY IN VAULT
- PROPOSED SITE WATER
- PROPOSED WATERLINE EASEMENT

NOTES:

1. ALL 66" PIPE SHALL BE STEEL PIPE MEETING THE PROJECT SPECIFICATIONS AND SHALL UTILIZE RESTRAINED WELDED CONNECTIONS.
2. INSTALL PIPE MARKERS AT ALL DEFLECTIONS ALONG THE OFFSITE WATERLINES.

TAG NOTE:

FOR ALL TAGGED ITEMS ON WATERLINE PLAN SHEETS, THE LOCATION CODE NUMBER IS 3100 (PIPE), 3200 (VALVE), OR 3600 (HYDRANTS) AND THE FACILITY BACKBONE NUMBER IS NWW.

NORTH

0 60' 120'

SCALE IN FEET

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER

no.	date	by	ckd	description
A	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
B	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
C	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
D	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

PEC

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
RAW WATERLINE PLAN

project	contract
114461	

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sheet	of	sheets

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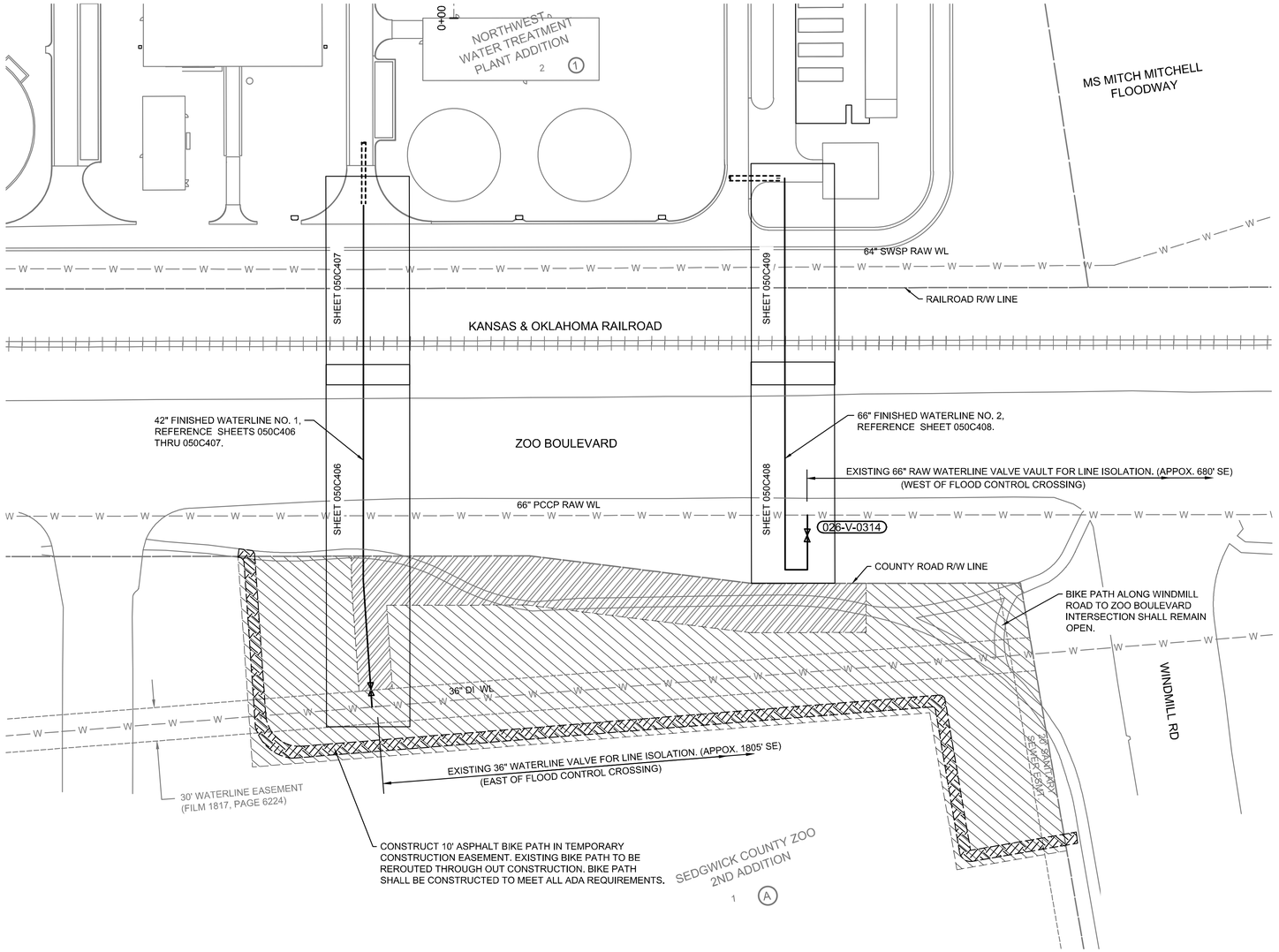

LEGEND

- EXISTING WATER MAIN
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- PROPOSED SITE WATER
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY BIKE PATH ROUTE

NOTES:

1. ALL 42" PIPE SHALL BE DUCTILE IRON MEETING THE PROJECT SPECIFICATIONS. MECHANICAL JOINT RESTRAINTS SHALL ONLY BE LOCATED AT FITTINGS OR APPURTENANCES. ALL PIPE JOINTS SHALL UTILIZE INTEGRAL RESTRAINT PIPE SUCH AS HP LOK PIPE BY U.S. PIPE, FLEX-RING PIPE BY AMERICAN, OR APPROVED EQUAL.

TAG NOTE:

FOR ALL TAGGED ITEMS ON WATERLINE PLAN SHEETS, THE LOCATION CODE NUMBER IS 3100 (PIPE), 3200 (VALVE), OR 3600 (HYDRANTS) AND THE FACILITY BACKBONE NUMBER IS NWW.

NORTH

0 60' 120'
SCALE IN FEET

no.	date	by	ckd	description
A	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
B	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
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PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
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316-262-2691 www.pec1.com
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date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
FINISHED WATERLINES PLAN

project	contract
114461	

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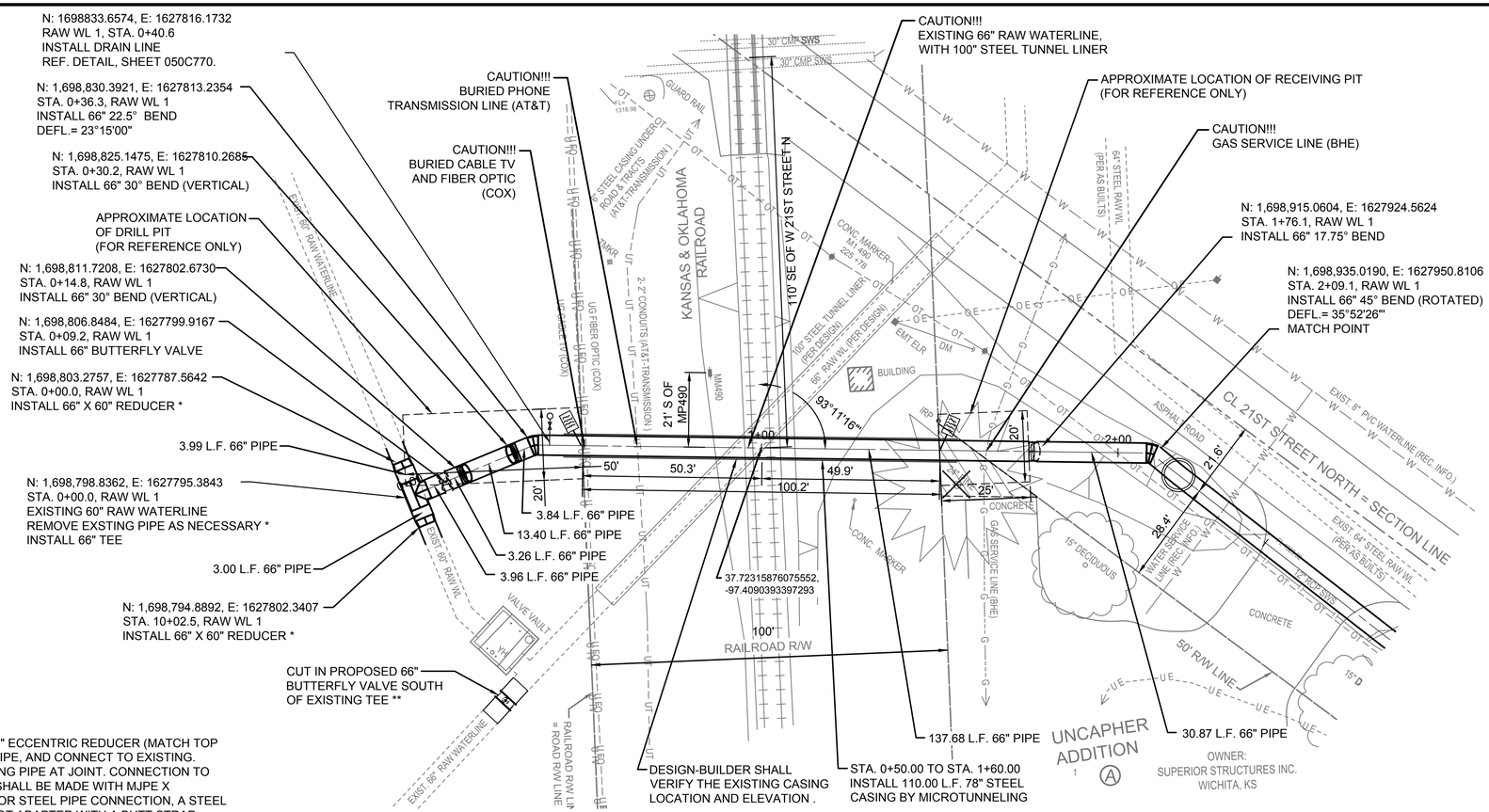
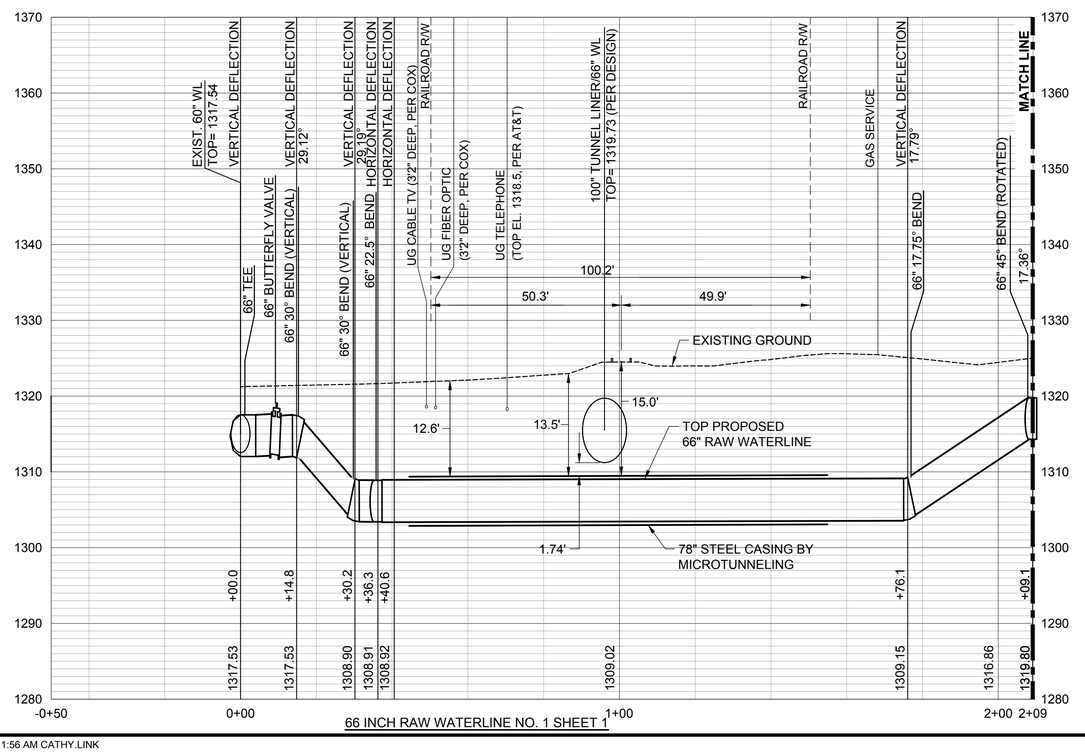
TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



* INSTALL 66" X 60" ECCENTRIC REDUCER (MATCH TOP OF PIPES), 60" PIPE, AND CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE X BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE X BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL PIPE SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.

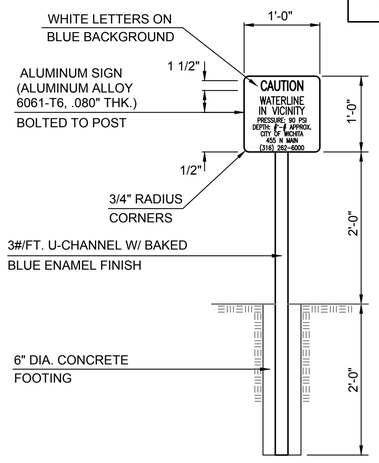
** INSTALL 66" PIPE TO CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE x BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE x BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.



66 INCH RAW WATERLINE NO. 1 SHEET 1

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

DESIGNATES LOCATION OF WATERLINE WARNING SIGN. (2 REQUIRED THIS SHEET) SEE DETAIL, THIS SHEET.



WATERLINE WARNING SIGN DETAIL
NOT TO SCALE

NOTE:
DEPTH TO TOP OF PIPELINE TO BE INSERTED ON SIGN BASED ON THE PIPELINE DEPTH AT EACH SIGN'S LOCATION.

no.	date	by	ckd	description
0	11/12/21	CSL	TBK	PACKAGE 4: ISSUED FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH RAW WATERLINE NO. 1 SHEET 1

project	contract
114461	

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TREVOR KAUFMAN LICENSED 26008 11/18/2021 KANSAS PROFESSIONAL ENGINEER

Exhibit B

INSURANCE REQUIREMENTS FOR: Pipeline License		
Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.		
COVERAGE TYPE	>	**MINIMUM COVERAGE**
Commercial General Liability (CGL)	>	**$10,000,000 Per Occurrence**
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to: · Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.		
All Risk Property	>	**Replacement Value**
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following: · Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear.		
Automobile Liability	>	**$2,000,000 Combined Single Limit Each Occurrence**
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	**Statutory Limits where Services are to be performed**
Employers Liability	>	**$1,000,000 Each Occurrence**
	>	**$1,000,000 Disease Per Employee**
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	**$10,000,000 Per Occurrence**
The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.		
Railroad Protective Liability	>	**$2,000,000 Per Occurrence** **$6,000,000 Aggregate**

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Insurance Requirements continued on following page

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.

2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.

3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.

2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.

3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.

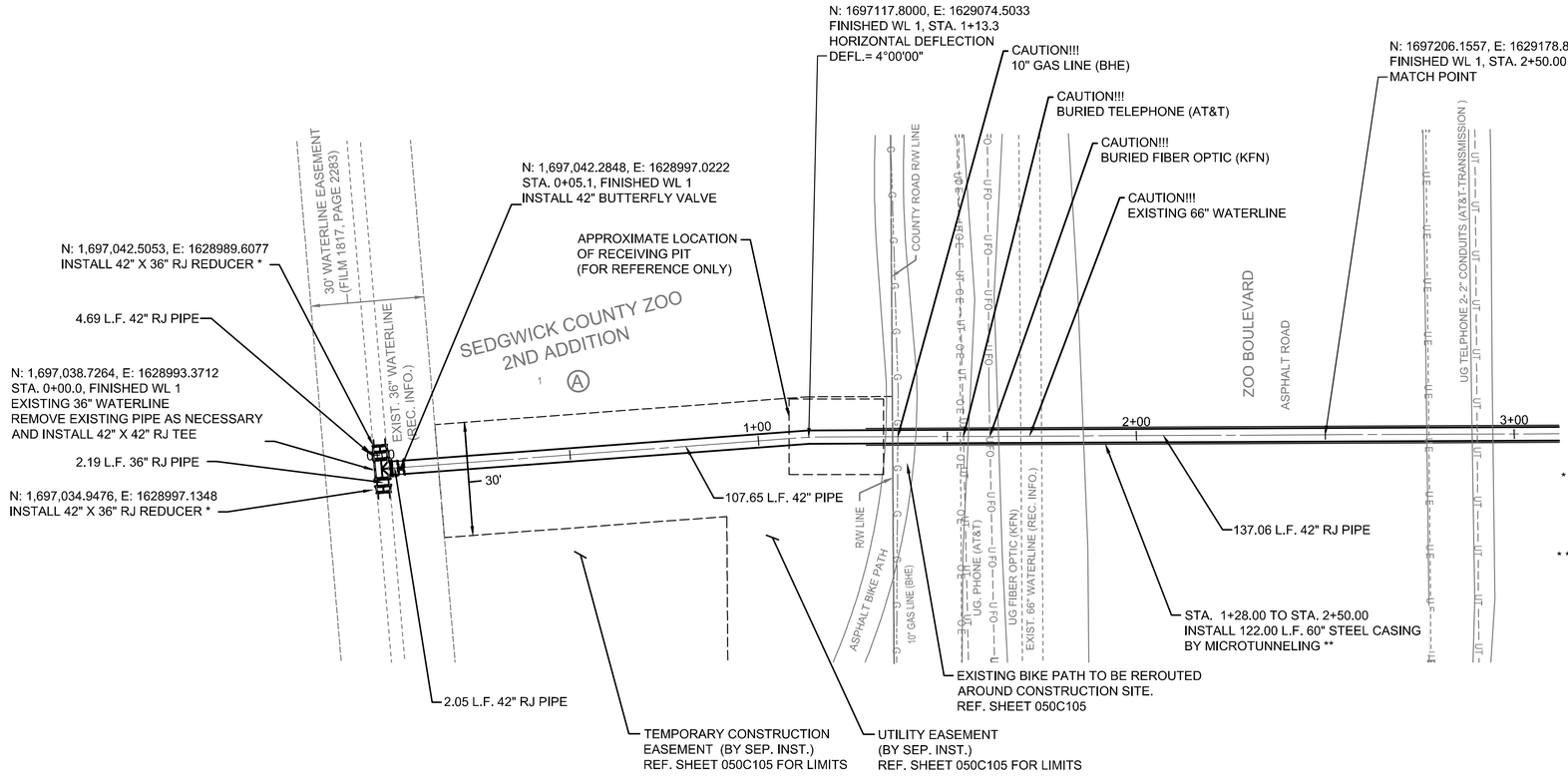
4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.

5. Licensee is not allowed to have a self-insure greater than $250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.

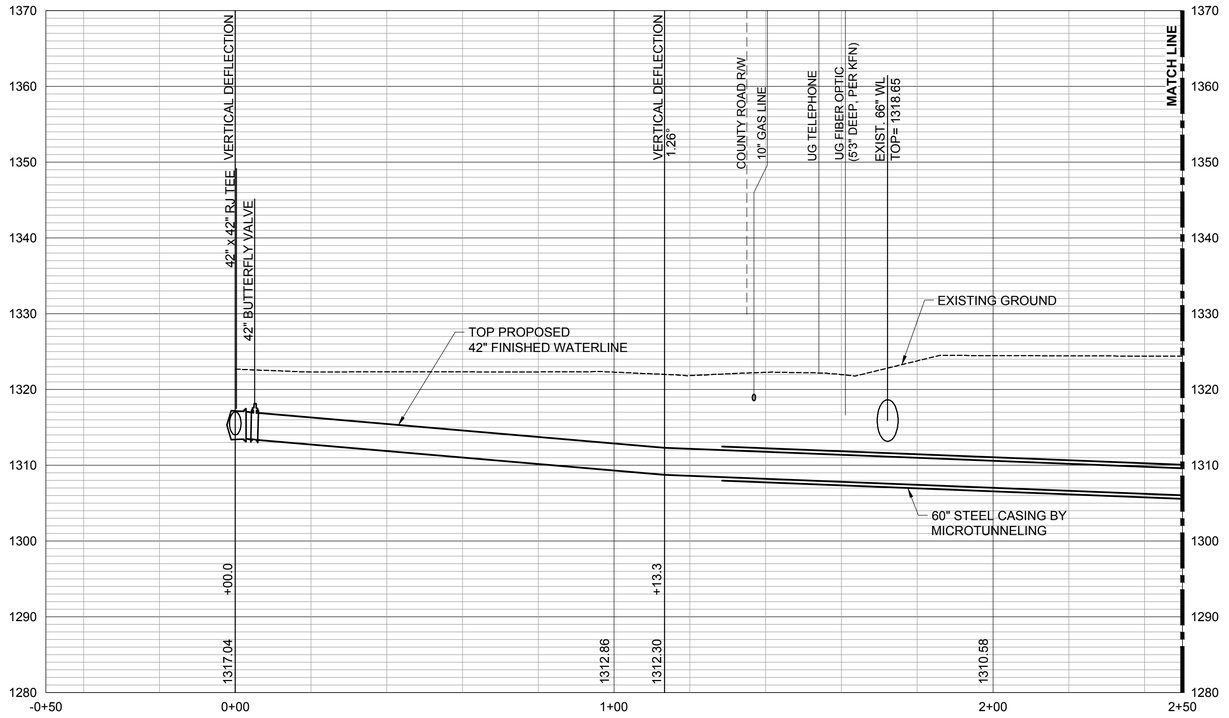
7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

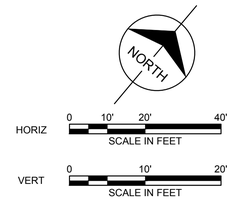


* INSTALL 42" X 36" RJ ECCENTRIC REDUCER (MATCH TOP OF PIPES), RJ 36" PIPE, AND CONNECT TO EXISTING. RESTRAIN DI PIPE TO EXISTING PIPE WITH MEGALUG OR APPROVED EQUAL. REPLACE EXISTING PIPE AS NECESSARY.

* * INSTALL TW0 - 2" FIBER OPTIC CONDUITS INSIDE STEEL CASING. REF. DETAIL, SHEET 560C701.



42" FINISHED WATERLINE 1



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS
PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

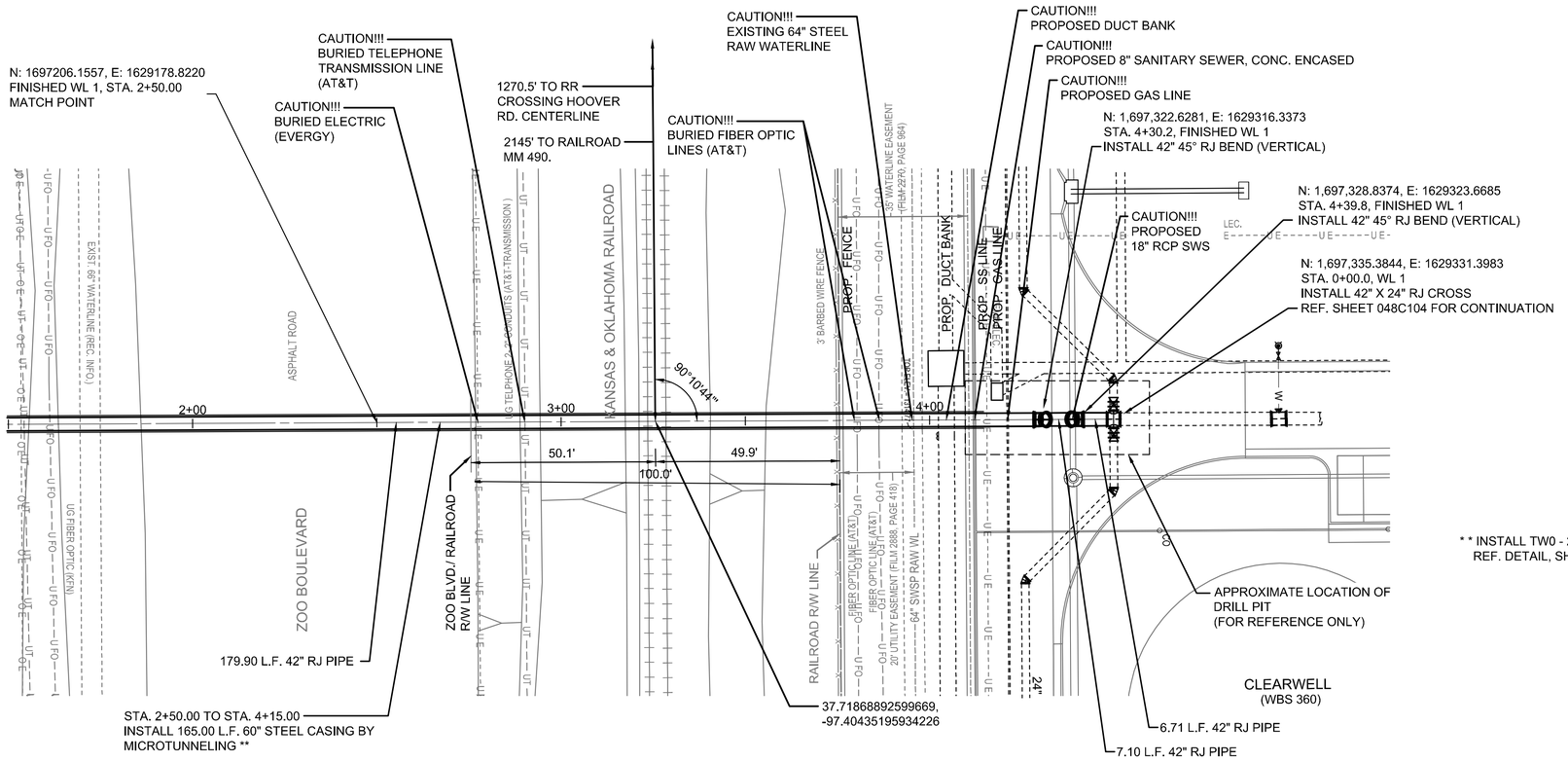
NORTHWEST WATER TREATMENT FACILITY

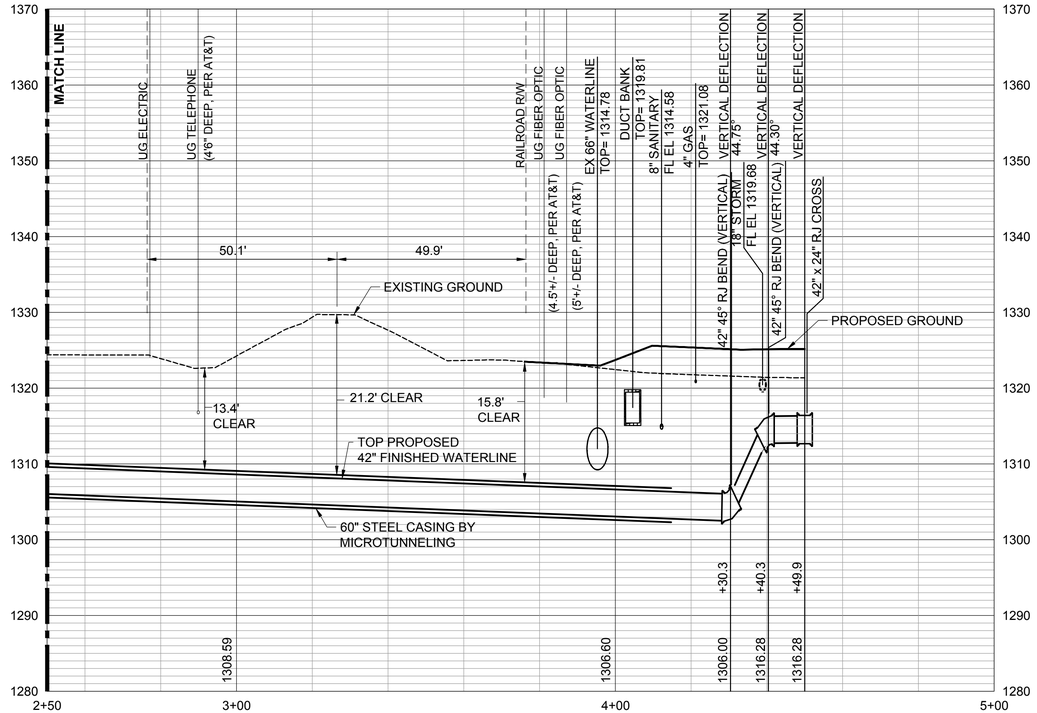
SITE - CIVIL

42 INCH FINISHED WATERLINE NO. 1

project	contract
114461	
drawing	**rev.**
050C406	F
sheet	**of** **sheets**
file	171350-009-050C406.dwg

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER





42" FINISHED WATERLINE 1

STATION	BEND	DEFLECTION
4+30.3	45°	46°55'44" VERTICAL
4+40.3	45°	45°47'28" VERTICAL

HORIZ 0 10' 20' 40' SCALE IN FEET

VERT 0 10' 20' SCALE IN FEET

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
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designed	checked
T. KAUFMAN	R. GLESSNER

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SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
42 INCH FINISHED WATERLINE NO. 1

project	contract
114461	

drawing **050C407** rev. **F**

sheet of sheets

file 171350-009-050C407.dwg

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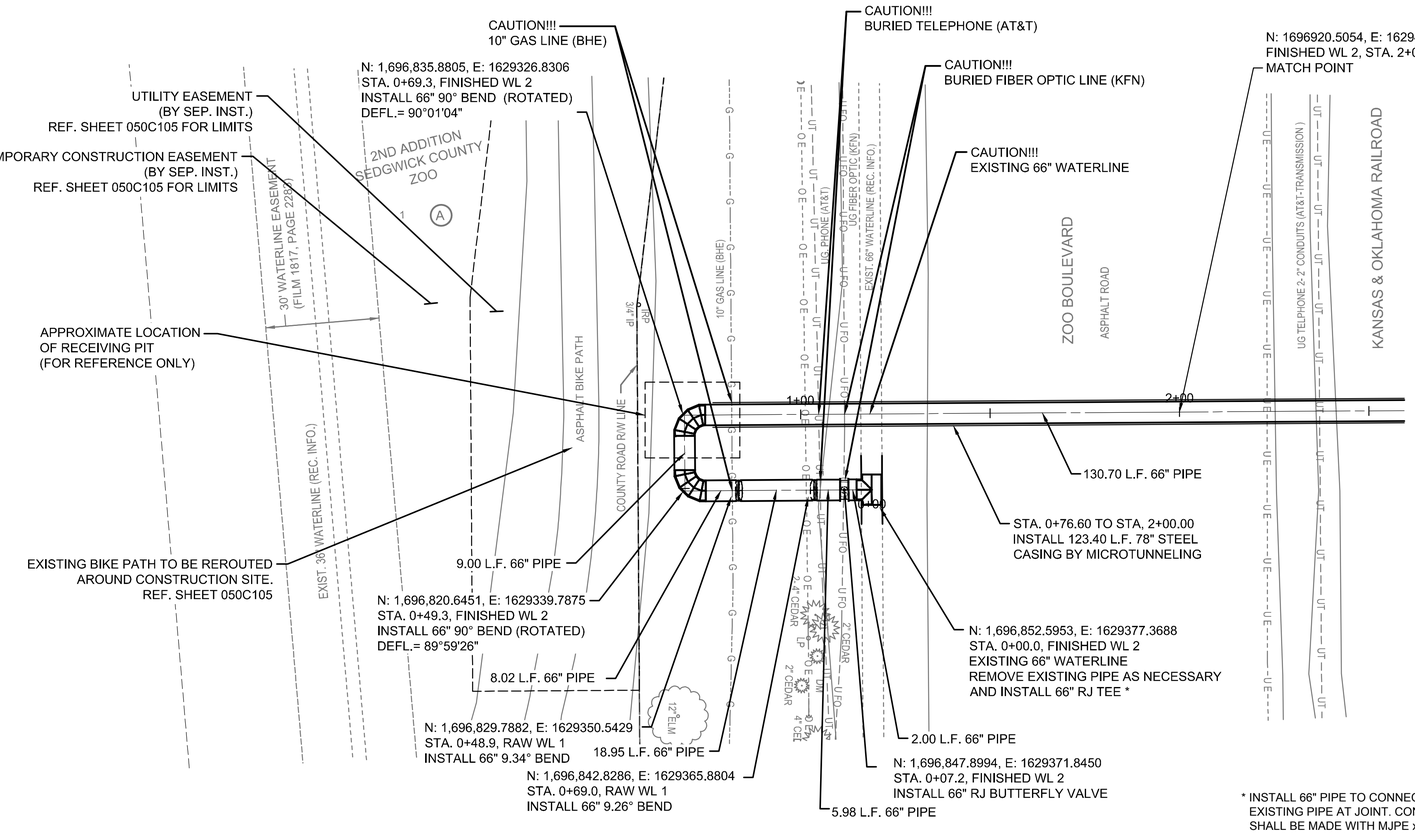

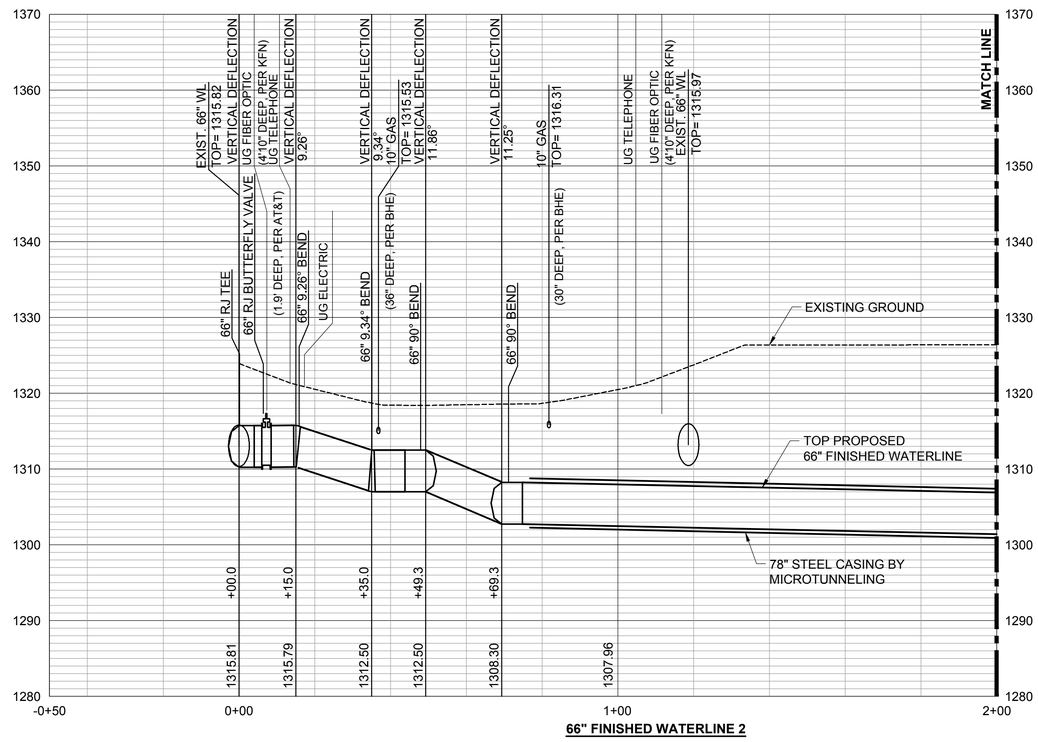

66" FINISHED WATERLINE 2

* INSTALL 66" PIPE TO CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE x BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE x BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.

NORTH

HORIZ 0 10' 20' 40' SCALE IN FEET

VERT 0 10' 20' SCALE IN FEET

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

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LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

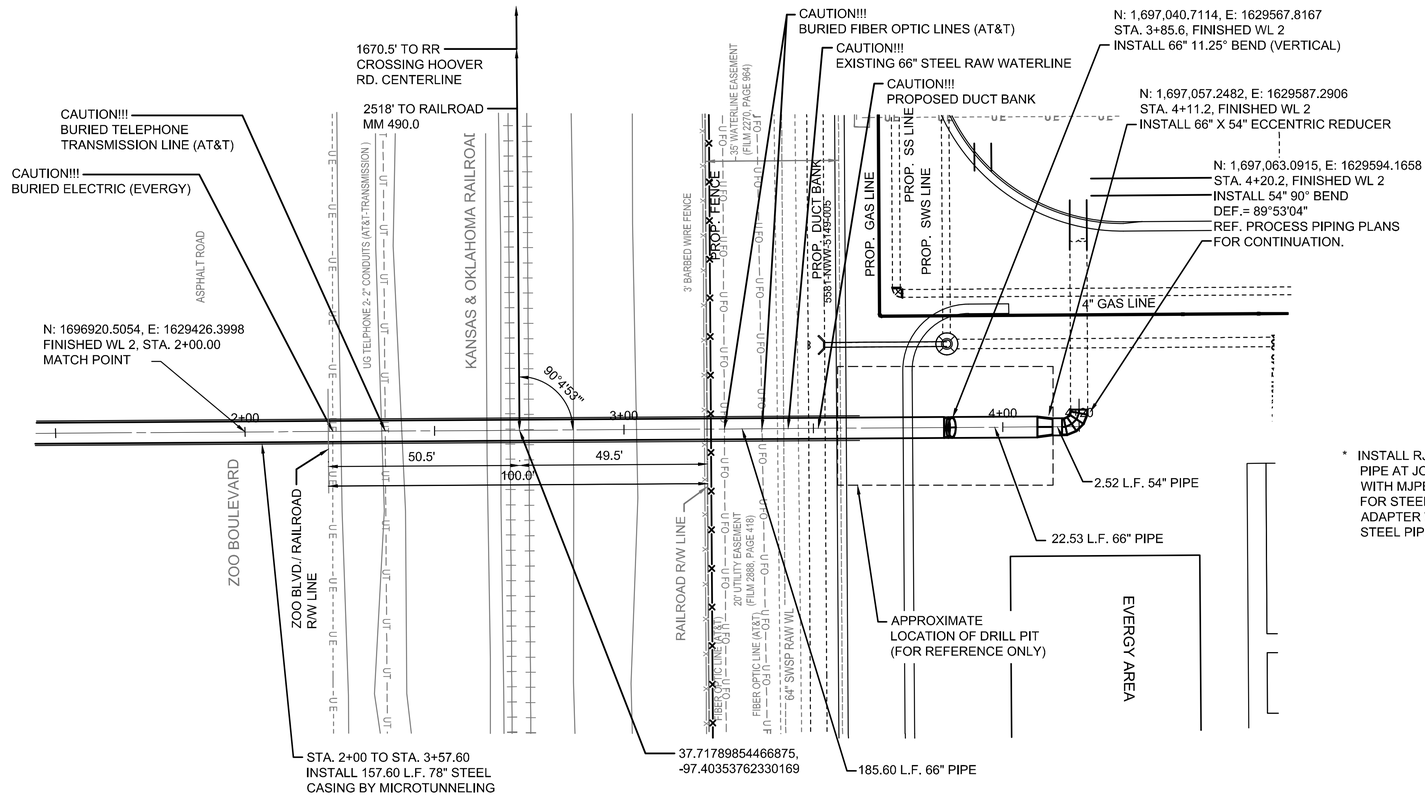
CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

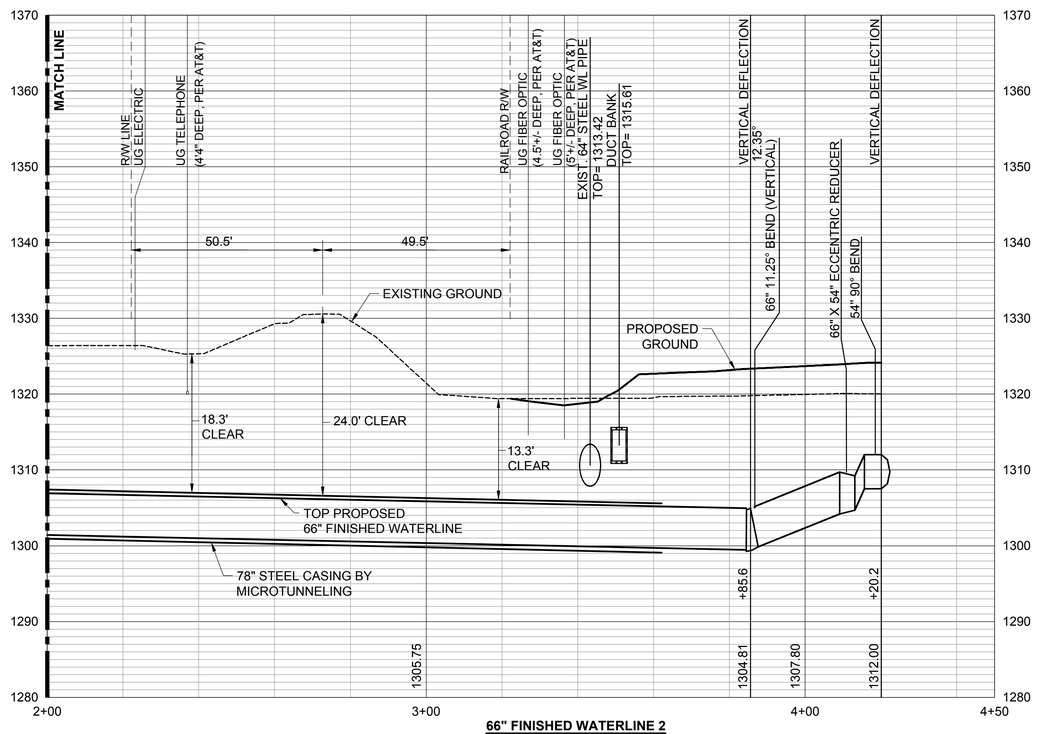
NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH FINISHED WATERLINE NO. 2

project	contract
114461	
drawing	**rev.**
050C408	**F**
sheet	**of** **sheets**
file	171350-009-050C408.dwg

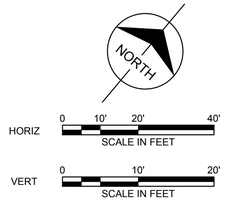
TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



* INSTALL RJ 66" PIPE AND CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE X BELL/SPIGOT.
FOR STEEL PIPE CONNECTION, A STEEL PE X BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL PIPE SHALL BE USED



66" FINISHED WATERLINE 2



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
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C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

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316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

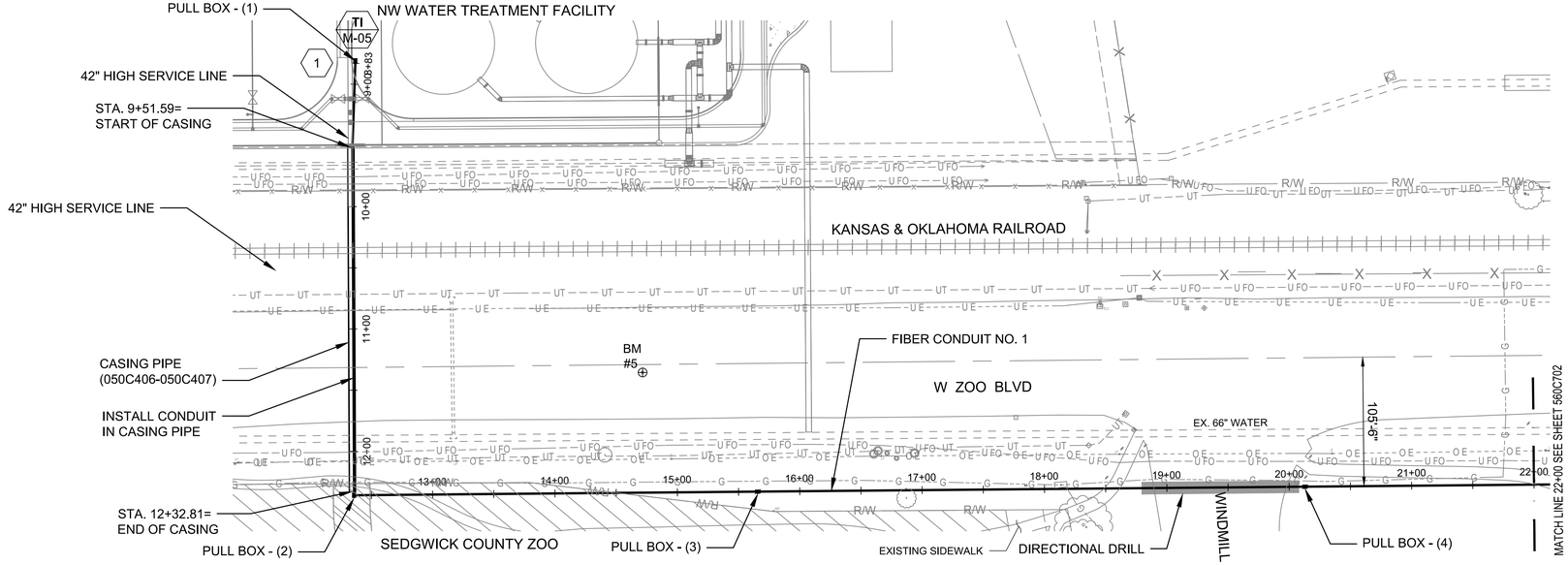
CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH FINISHED WATERLINE NO. 2

project	contract
114461	
drawing	**rev.**
050C409	F
sheet	**of** **sheets**
file	171350-009-050C409.dwg

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER

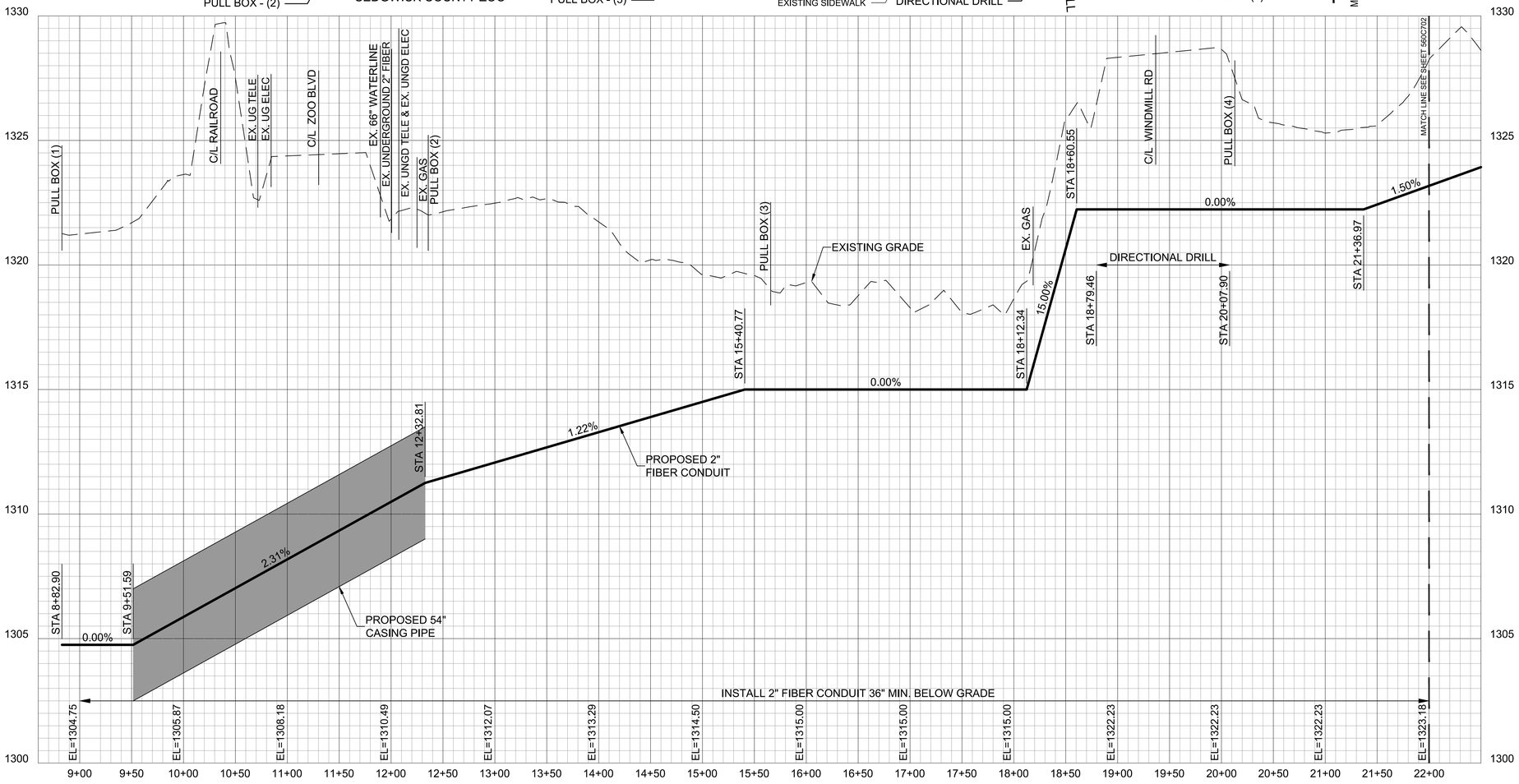


KEYED NOTES:

1. LOCATE AND EXCAVATE THE EXISTING 1 1/4" CONDUIT ON TOP OF THE 66" WATERLINE. CUT THE CONDUIT AND ROUTE THE ENDS INTO NEW PULL BOX 1. PULL BOX 1 WILL CONTAIN BOTH FIBER LINE NO. 1 AND FIBER LINE NO. 2. FIBER LINE NO. 1 AND FIBER LINE NO. 2 WILL BE ROUTED TO THE NWWTF OPERATIONS BUILDING THROUGH SEPARATE CONDUITS. PULL BOX 1 WILL BE THE TRANSITION POINT FROM THE OFFSITE FIBER PROJECT TO THE NWWTF PROJECT.

HORIZONTAL 0 30' 60' 120' SCALE IN FEET

VERTICAL 0 1.25' 2.5' 5' SCALE IN FEET



FIBER CONDUIT NO. 1

no.	date	by	ckd	description
A	02/09/21	JWC	MAB	ISSUED FOR 30% REVIEW
B	03/12/21	JWC	MAB	ISSUED FOR 30% SUBMITTAL
C	03/26/21	JWC	MAB	ISSUED FOR 30% SUBMITTAL
D	05/07/21	JWC	MAB	ISSUED FOR 60% REVIEW
E	05/21/21	RWB	MAB	ISSUED FOR 60% SUBMITTAL
F	08/02/21	JWC	MAB	PACKAGE 4: ISSUED FOR Q4 REVIEW
G	09/22/21	JWC	MAB	PACKAGE 4: ISSUED FOR OWNER REVIEW

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Wichita, KS • 316.684.9600
LICENSE NO. E-249

date	detailed
JAN. 25, 2021	J. CODY
designed	checked
K. AYOTTE	K. GRAHAM

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY

OFFSITE FIBER
FIBER CONDUIT 1
STA. 8+82.90 TO STA. 22+00.00

project	contract
114461	

drawing **560C701** rev. **G**

sheet of sheets

file 114461_560_C701.dwg

ALEX KAN BUCKINGHAM
LICENSED
16472
KANSAS
PROFESSIONAL ENGINEER

DIVISION 31 - EARTHWORK

SECTION 31 20 50 – SITE PREPARATION AND EARTHWORK – REV 6

SECTION REVISION STATUS

Rev No.	Date	By	Description
0	11/12/2020	J. Garder	Package 1 - Issued for Construction
1	12/18/2020	J. Garder	Revised testing requirements and acceptability of in situ material
2	1/13/2021	J. Garder	Added Paragraph '2.08 Filter Fabric'
3	2/11/2021	J. Garder	Issued for Owner Package 2/3 Review
4	3/18/2021	J. Garder	Package 2 - Issued for Construction
5	5/14/2021	J. Garder	Package 3 - Issued for Construction
6	7/29/2021	J. Garder	Package 4 - Issued for Q4 Review
	9/22/2021	J. Garder	Package 4 - Issued for Owner Review

SECTION CERTIFICATION

This Document has been digitally signed and sealed.
9/30/2021

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.02 SUMMARY:

A. This Section includes:
   1. All subgrade preparation.
   2. Excavating.
   3. Trenching.
   4. Filling.
   5. Embankment construction.
   6. Backfilling including controlled low-strength material (CLSM).
   7. Compacting.
   8. Grading.
   9. Riprapping.
   10. Topsoiling.
   11. All related items necessary to complete the Work indicated or specified.

1.03 REFERENCE STANDARDS:

A. Applicable Standards:
   1. ASTM International (ASTM):
      a. ASTM C33 – Standard Specification for Concrete Aggregates.
      b. ASTM C88 – Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
      c. ASTM C127 – Standard Test Method for Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
      d. ASTM C131 –Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
      e. ASTM C144 – Standards Specification for Aggregate for Masonry Mortar.
      f. ASTM C939 – Standard Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method).
      g. ASTM D422 – Standard Test Methods for Particle-Size Analysis of Soils.
      h. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
      i. ASTM D1241 – Standard Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses.
      j. ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil In-place by the Sand Cone Method.
      k. ASTM D2167 – Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
      l. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes.
      m. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
      n. ASTM D4355 – Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc-Type Apparatus.

o. ASTM D4491 – Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
p. ASTM D4533 – Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
q. ASTM D4546 – Standard Test Methods for One-Dimensional Swell or Collapse of Soils.
r. ASTM D4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
s. ASTM D4751 – Standard Test Methods for Determining Apparent Opening Size of a Geotextile.
t. ASTM D4832 – Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
u. ASTM D6241 – Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
v. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

2. Occupational Safety and Health Administration (OSHA):
   a. 29 CFR Part 1926 - Safety and Health Regulations for Construction.
3. Standard Specifications for Road and Bridge Construction, State of Kansas, Latest Edition.
4. Standard Specifications for the Construction of Public Works Projects, City of Wichita, Latest Edition.

1.04 SUBMITTALS:

A. Submit as specified in procurement documents.
B. Includes, but not limited to, the following:
   1. Test results from laboratory testing of proposed borrow material.
   2. Test results from laboratory testing of granular material.
   3. Test results from laboratory testing of CLSM.
   4. Dewatering Plan (where required).
   5. Sheeting and Shoring Excavation Plan (where required).
   6. Spoils management plan (where required)

1.05 QUALITY ASSURANCE:

A. Sampling and Testing:
   1. Tests to determine conformance with all requirements of this Specification for quality and properties of all Design-Builder-secured materials, including borrow materials proposed for use, shall be performed by an independent, accredited, commercial laboratory retained and compensated by Design-Builder.
   2. When incorporating materials into the Project, quality control testing will be performed during construction by an accredited testing laboratory retained and compensated by Design-Builder.

1.06 PROJECT CONDITIONS:

A. Lines and grades shall be as indicated. Design-Builder will furnish benchmarks, base lines, and reference points as necessary to permit Design-Builder to lay out and construct the Work properly.
B. Carefully maintain all benchmarks, monuments, and other reference points and replace as directed by Engineer if disturbed or destroyed.

C. Disposition of Utilities:
   1. Existing underground utilities are shown on Contract Drawings using the best information available at the time of Drawing preparation. Design-Builder shall identify, locate and protect all underground utilities which may be affected by construction under this Contract before starting excavation or other Site construction activities which could damage existing utilities.
   2. Remove or relocate only as indicated, specified, or directed. Provide a minimum 48-hours' notice to Engineer and receive written notice to proceed by Design-Builder before interrupting any utility service.
   3. Adequately protect from damage all active utilities and remove or relocate only as indicated or approved by Engineer.
   4. Report to Design-Builder active, inactive, and abandoned utilities encountered in excavating and grading operations that are not indicated on Contract Drawings. Protect, remove, plug, or cap as directed by Engineer.
   5. Provide as-constructed Drawings of underground facilities either not shown or found at locations that differ from those shown on Contract Drawings to Design-Builder.

D. Survey Work, to accurately determine locations and elevations shall be performed during the course of construction by Professional Surveyor registered in the state of Kansas. Surveyor shall be retained and compensated by Design-Builder.

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED:

A. Suitable Materials: Materials suitable for use in embankment and fill include material that is free of debris, roots, organic matter, frozen matter, and which is free of stone having any dimension greater than 2 inches in areas requiring a high degree of compaction, or 4 inches in other embankment and fill areas:
   1. Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands generally exclusive of clayey and silty material with the following properties:
      a. Are free-draining.
      b. Impact compaction will not produce a well-defined moisture-density relationship curve.
      c. Maximum density by impact methods will generally be less than by vibratory methods.
      d. Generally less than 15% by dry weight of soil particles pass a No. 200 square-mesh sieve.
   2. Cohesive materials include materials made up predominately of silts and clays generally exclusive of sands and gravel with the following properties:
      a. Impact compaction will produce a well-defined, moisture-density relationship curve.
      b. Are not free draining.

B. Unsuitable Materials: Materials unsuitable for use in embankment and fill include all material that contains debris, roots (greater than 1" diameter or clumped equivalent), organic matter (in excess of 2% per SY), frozen matter, shale particles, or material containing gravel or stone with any dimension greater than 2 inches in areas requiring a high degree of compaction or 4 inches in other embankment and fill areas, or other materials that are determined by Engineer as too wet or otherwise unsuitable for providing a stable subgrade or stable foundation for structures.

C. Material used for embankment or fill:

1. For soils used below structural elements, such as footings, slabs, pavements, and mats, that portion of material passing the No. 40 square-mesh sieve shall have a liquid limit not exceeding 40 and a plasticity index not exceeding 25 when tested in accordance with ASTM D4318.

D. Waste Materials:
   1. Waste materials, as described for purposes of this Section, consist of unsuitable materials, excess suitable material, rock, demolition debris, and other materials considered unacceptable for use as fill, and which are not environmentally contaminated. Waste materials shall not include environmental pollutants, hazardous substances, contaminated products, by-products, samples, or waste materials of any kind that are regulated under environmental laws.
   2. Dispose of waste materials in accordance with Part 3.

2.02 BORROW MATERIALS:

A. Suitable fill materials, as defined herein, granular materials, and topsoil obtained from locations arranged for by Design-Builder (off the Site). Required to the extent sufficient suitable materials are not obtained from excavation and trenching.
B. Obtain, excavate, haul, handle, place, and compact borrow materials.
C. Borrow materials shall not exhibit characteristics of high shrink-swell potential as determined from Atterberg limit tests ASTM D4318 and/or swell tests ASTM D4546 unless otherwise specified herein.

2.03 GRANULAR MATERIAL:

A. Crushed stone or crushed gravel indicating a loss of not more than 15% after five cycles when tested for soundness with sodium sulfate as described in ASTM C88.
   1. Material shall be 'Type 1 Bedding Material' in accordance with section 801.2 of the City of Wichita Standard Specifications for the Construction of Public Projects.
   2. Material shall be crushed rock conforming to ASTM C-33, Gradation No. 67, and will meet all requirements for Portland Cement Concrete Pavement Coarse Aggregate, section 406.2, City of Wichita Standard Specifications for the Construction of Public Projects.
   3. Material shall be sourced from an approved supplier in accordance with Section 801 'Trench Excavation, Backfilling, and Compaction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   4. Use at all locations where granular material is required unless otherwise indicated or specified.
   5. Use as Pipe Bedding Material except as noted in Paragraph 2.03.B.
B. Pipe Bedding Material for exterior coated steel pipe
   1. Material shall be 'Sand' in accordance with section 801.2 of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   2. Material shall be clean washed sand with one-hundred percent (100%) passing the ¾" sieve, not more than twenty-five percent (25%) retained on a No. 4 sieve and not more than ten percent (10%) passing the No. 200 sieve.
C. Low Volume Change (LVC) Material
   1. Materials shall be free of organic matter and deleterious debris and have a maximum particle size of 1.5 inches. LVC materials are classified as materials having a plasticity index between 5 and 15, as defined by ASTM D-2487.
   2. Cohesionless soils, free of organic matter and deleterious debris and have a maximum particle size of 1.5 inches which have been classified as non-plastic, may be used

provided they can be placed in a manner such that the material is confined on all sides during placement and compaction.

2.04 EMBANKMENT AND FILL MATERIAL:

A. Shall meet the requirements of 2.01 of this Section.

2.05 TRENCH OR SUBGRADE STABILIZATION MATERIAL:

A. Granular material as specified or conform to ASTM D1241, Gradation A or B, well-graded, with not more than 10% passing No. 200 sieve.

2.06 RIPRAP:

A. Riprap Material:
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   2. As indicated on the Drawings.

B. Filter Materials:
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

2.07 CONTROLLED LOW-STRENGTH MATERIAL (CLSM):

A. Materials:
   1. In accordance with Section 306 'Flowable Fill' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

B. Mix Design:
   1. Mix design for CLSM shall be in accordance with the requirements of Section 801 'Trench Excavation, Backfilling, and Compaction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

2.08 FILTER FABRIC

A. Geotextile Fabric shall be a nonwoven fabric consisting of continuous chain polymeric filaments or yarns of polyester, or polypropylene formed into a stable network by needle punching.

B. Geotextile Fabric shall be resistant to mildew and rot, ultraviolet radiation, insects and rodents.

C. Geotextile Fabric shall conform to the following minimum requirements which shall be the minimum average roll values for the roll of geotextile:
   1. Grab Tensile Strength: 120 lbs. as determined by ASTM D4632.
   2. Grab Tensile Elongation: 50% as determined by ASTM D4632.
   3. Trapezoid Tear Strength: 50 lbs. as determined by ASTM D4533.
   4. CBR Puncture Strength: 310 lbs. as determined by ASTM D6241.
   5. Apparent Opening Size: No. 70 sieve as determined by ASTM D4751.
   6. Permittivity: 1.7 sec^{-1} as determined by ASTM D4491
   7. Flow Rate: 110 $gal/min/ft^2$ as determined by ASTM D4491.
   8. UV Resistance (at 500 hours): 70% strength retained as determined by ASTM D4355.

PART 3 - EXECUTION

3.01 EXCAVATION AND TRENCHING:

A. Sheeting and Bracing:

1. Design, furnish, place, maintain, and subsequently remove, to extent required, a system of temporary supports for cut and cover, open cut, or trench excavations, including bracing, dewatering, and associated items to support sides and ends of excavations where excavation slopes might endanger in-place or proposed improvements, extend beyond construction right-of-ways, or as otherwise specified or indicated.
2. Provide all materials on Site prior to start of excavation in each section, and make such adjustments as are required to meet unexpected conditions.
3. Space and arrange sheeting and bracing as required to exclude adjacent material and according to stability of excavation slopes.
4. Assess existing conditions including adjacent property and possible effects of proposed temporary works and construction methods; and select and design such support systems, methods, and details as will assure safety to the public, adjacent property, and the completed Work.
5. Use caution in areas of underground facilities, which shall be exposed by hand or other excavation methods acceptable to Design-Builder or Owner.
6. Perform sheeting, shoring, and bracing in accordance with safety and protection requirements of the Contract Documents. Inasmuch as earth retaining structures are required, whether temporary or permanent, these structures will be designed and stamped by a Professional Engineer registered in the state of Kansas in conformance with OSHA 29CFR1926.65.
7. Provide sheeting, shoring, and bracing for trench excavation in subgrade of excavation when required to prevent movement of the main excavation support system.
8. Provide shoring, sheeting, and bracing as indicated or as needed to meet the following requirements:
    a. Prevent undermining and damage to all structures, buildings, underground facilities, pavements, and slabs.
    b. Perform excavations with vertical banks where necessary for construction activities or as indicated, and also within all limits of excavation noted on Drawings.
    c. Design excavation support system and components to support lateral earth pressures, unrelieved hydrostatic pressures, utility loads, traffic and construction loads, and building and other surcharge loads to allow safe and expeditious construction of permanent structures without movement or settlement of the ground, and to prevent damage to or movement of adjacent buildings, structures, underground facilities, and other improvements. Design shall account for staged removal of bracing to suit the sequence of concrete placement for permanent structures and backfill.
    d. Except as otherwise specified herein, shoring and sheeting materials may be extracted and reused at Design-Builder's option; however, Design-Builder shall remove and replace any existing structure or underground facility damaged during shoring and sheeting. Remove sheeting and bracing as backfill progresses. Fill voids left after withdrawal with sand or other material approved by Engineer.
9. Provision for Contingencies:
    a. Performance of components of the support system shall be monitored for both vertical and horizontal movement daily.
    b. Provide a contingency plan or alternative procedure for implementation, if system does not adequately perform.
    c. Keep materials and equipment necessary to implement the contingency plan readily available.

B. Explosives:
   1. Blasting will not be permitted.
C. Excavation for Structures:
   1. Excavate area adequate to permit efficient erection and removal of forms.
   2. Trim to neat lines where details call for concrete to be deposited against earth.
   3. Excavate by hand in areas where space and access will not permit use of machines.
   4. Notify Engineer immediately when excavation has reached the depth indicated.
   5. Overexcavate and replace any localized zones of excessively wet, unstable, organic, yielding, or low bearing capacity materials as directed by Engineer. Restore bottom of excavation to proper elevation with compacted granular material in areas overexcavated.
   6. Top with concrete seal coat where indicated and where required to provide satisfactory subgrade for structural base slabs.
D. Trenching for Underground Utilities:
   1. Side Walls:
      a. Make vertical or sloped within specified trench width limitations below a plane 12 inches above top of pipe.
      b. Make vertical or stepped as required for stability, above a plane 12 inches above top of pipe.
      c. Excavate without undercutting sidewalls.
   2. Trench Depth:
      a. Excavate to depth sufficient to provide the minimum bedding requirements for the pipe being placed.
      b. Do not exceed that indicated where conditions of bottom are satisfactory.
      c. Increase depth as necessary to remove unsuitable supporting materials.
   3. Trench Bottom:
      a. Protect and maintain when suitable natural materials are encountered.
      b. Remove rock fragments and materials disturbed during excavation or raveled from trench walls.
      c. Restore to proper subgrade with trench stabilization material when overexcavated.
   4. Trench Width:
      a. Excavate trench to a width which will permit satisfactory jointing of pipe and thorough tamping of bedding and backfill as shown on the Drawings.
   5. Fill and Embankment Areas: Perform trenching only after compacted fill or embankments have reached an elevation of not less than 1 ft. above top of pipe.
E. Dewatering (General Facility):
   1. Control grading around excavations to prevent surface water from flowing into excavation areas.
   2. Drain or pump as required to continually maintain, including days not normally worked, all excavations free of water or mud from any source, and discharge to approved drains or channels. Commence when water first appears and continue as required to keep excavation free of standing water during entire time excavation is open.
   3. Use pumps of adequate capacity to ensure rapid drainage of area, and construct and use drainage channels and subdrains with sumps required.
   4. When water is found in excavation due to Design-Builder negligence, remove unsuitable excessively wet subgrade materials and replace with approved compacted fill material as directed by Engineer and at no additional cost to Owner.
   5. Maintaining Excavation in Dewatered Condition:
      a. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason shall not be permitted.

b. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until critical period of construction and/or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation, or other hydrostatic pressure imbalance.

c. Subsequent to completion of excavation and during installation of all Work in the excavated area, maintain the excavation in a dewatered condition.

F. Dewatering for Tunneling or Microtunneling Operations:

1. General:

a. Subcontractor shall design, operate and maintain a dewatering system using accepted and professional methods of design and engineering consistent with the best current practice to eliminate water entering excavation under hydrostatic head from bottom and/or sides.

b. Provide dewatering system of a sufficient size and capacity as required to control ground and surface water flow into excavation and to allow all Work to be installed in a dry condition, including the obtaining of a licensed well-driller, where required.

c. Control, by acceptable means, all water regardless of source and be fully responsible for disposal of water.

d. Confine all discharge piping and/or ditches to available easement or right of way. Provide all necessary means for disposal of water, including the obtaining of all necessary permits.

e. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures.

f. Install wells and/or wellpoints, if required, with suitable screens and filters, so that continuous pumping of fines does not occur.

g. Control grading around excavations to prevent surface water from flowing into excavation areas.

2. Design:

a. Develop a dewatering plan as may be necessary to complete the Work. Plan items shall include, but not be limited to, the following:

(1) Drawings indicating general location and size of berms, dikes, ditches, all deep wells, observation piezometer wells, wellpoints, jet eductors, sumps and discharge lines, including their relation to water disposal ditches.

(2) Make, model, and capacities of pumps, prime movers, power generators, and standby equipment.

(3) Design calculations, including any computer modeling, to show adequacy of system and selected equipment, estimated flow rate of water to be discharged, and estimated duration for groundwater to be drawn down to elevations required for excavation.

(4) Detailed description of dewatering procedure and maintenance method.

(5) Description of emergency plan to protect in-place construction during an unanticipated rise in groundwater due to loss of power or other unexpected conditions or inundation from surface water.

(6) Additional details, as requested by Engineer.

b. In preparing dewatering plan, consider all available information, together with Site constraints, excavation/sheeting requirements, and construction schedule. Other potential problems may require specific reference and amplification within dewatering plan.

c. After completion of dewatering installation and prior to commencement of excavation, submit to Design-Builder for review a detailed plan of dewatering system as constructed, together with test data and computations demonstrating that the system is capable of achieving specified results.

d. Subcontractor shall be solely responsible for proper design, installation, operation, maintenance, and any failure of any component of system. Notice to Proceed or submittal of dewatering plans and data by Subcontractor shall not relieve Subcontractor from full responsibility for errors therein or for complete and adequate design and performance of system in controlling water level in excavated areas and for control of hydrostatic pressures to depths specified.

e. Subcontractor shall be responsible for accuracy of Drawings, design data, and operational records required by this Section.

f. Piezometers and Groundwater Monitoring:

(1) Install as a minimum one piezometers per dewatering operation, in addition to any required by regulating agencies having jurisdiction, at locations prior to excavation below the groundwater level for purpose of monitoring groundwater elevations in vicinity of excavation. Design and location of piezometers will be subject to review by Engineer.

(2) Observe and record twice daily the elevation of groundwater in all piezometers and furnish a daily written summary of observations to Design-Builder. Record groundwater elevations to nearest 0.1 ft. with observations conducted throughout duration of any dewatering, and until dewatering is no longer required.

(3) Monitor upstream and downstream river/stream levels to anticipate rising groundwater levels.

(4) Repair or replace within 24 hours piezometers that become inactive, damaged, or destroyed. If required, suspend excavation and construction activities in areas where piezometers are not functioning properly until reliable observations can be made. Add or remove water from piezometer risers and demonstrate that piezometers are functioning properly.

(5) Remove and grout piezometers when dewatering is completed, and in accordance with jurisdictional agencies.

3. Damages:

a. Repair without additional cost to Owner any damage to Work in-place, other contractors' equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, and the excavation, including damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Suncontractor's negligence, inadequate or improper design and operation of dewatering system, and any mechanical or electrical failure of dewatering system.

b. Remove subgrade materials rendered unsuitable by excessive wetting and replace with approved backfill material.

G. Waste Materials:

1. Remove unsuitable materials from Work area as excavated.
2. Material shall become property of Design-Builder and shall be disposed of off-site at locations arranged for by Design-Builder.

3.02 EARTHWORK:

A. Subgrades:

1. General:
   a. Excavate or backfill as required to construct subgrades to elevations and grades indicated.
   b. Remove all unsuitable material and replace with acceptable fill material and perform all wetting, drying, shaping, and compacting required to prepare subgrade.
   c. Proofrolling: Exposed area to receive fill, backfill, or embankment shall be proofrolled to detect localized zones of excessively wet, unstable, organic, or low bearing capacity materials as follows:
      (1) Proofroll within limits of proposed construction of footings, slabs, mats, or pavement and to extent of 10 ft. beyond proposed exterior walls and stated limits, or as otherwise noted. Proofroll with loaded dump truck, loaded pan scraper, 15 ton light class pneumatic tired roller compactor, or equivalent. Ground contact pressure of 80 psi and average speed of 5 miles per hour shall be maintained and continue until extent of soft spots is determined with not less than one pass per unit area of tire. Soft spots shall be overexcavated, backfilled, and compacted with suitable material.
2. Subgrade for Fills and Embankments: Roughen by discing or scarifying and wet or dry top 6 inches as required to bond with fill or embankment.
3. Subgrade for Roadways, Drives, Parking Areas:
   a. Extend subgrade the full width of pavement or base course, plus 1 ft. in each direction.
   b. Cohesive Soil Subgrades: Compact the top 6 inches of subgrade for traffic areas and railroads in embankment or excavation to a minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.
   c. Cohesionless Soil Subgrades: prepare the same as Paragraph 3.02.A.3.b except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.
4. Subgrades for Concrete Slabs on Grade, Mats, and Footings:
   a. Compact cohesive soil subgrades to a minimum of 98% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.
   b. Where subgrade consists of cohesionless granular materials, prepare same as Paragraph 3.02.A.4.a except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.
   c. In-situ material, provided that it is tested for conformance to material requirements, may be acceptable subgrade. In-situ material shall be tested for moisture and maximum dry density as determined by ASTM D698 and evaluated for in-place bearing capacity by Design-Builder.
   d. Prepared subgrades shall extend laterally from the outside edge of footings at a 1:1 ratio with depth of fill.

B. Embankments and Fills:

1. Construct embankments to contours and elevations indicated, using suitable approved material from excavations and borrow areas:

a. Place fill material in maximum 8 inch loose lifts.
b. Place embankment only on subgrades approved by Engineer.
c. Do not place snow, ice, or frozen earth in fill; do not place fill on a frozen surface.

2. Obtain compaction by the controlled movement of compaction equipment approved by Engineer during placing and grading of layers and to minimum density specified for indicated locations.
3. Except as indicated or specified otherwise, compact cohesive soils and cohesionless soils to a minimum of 90% of maximum dry density within the moisture content range from 2% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be as determined by ASTM D698.
4. In areas of fill supporting structures or under paved areas:
   a. Compact cohesive soils to a minimum of 98% of maximum dry density and fill under paved areas compact cohesive soils to a minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be as determined by ASTM D698.
   b. Compact cohesionless soils the same as Paragraph 3.02.B.4.a except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.

C. Pipe Embedment:
1. Pipe bedding shall be as indicated, using granular material.
2. Place granular embedment as follows:
   a. With level bottom layer at proper grade to receive and uniformly support pipe barrel throughout its length.
   b. Form shallow depression under each joint to facilitate jointing.
   c. Add second layer simultaneously to both sides of pipe with care to avoid displacement.
   d. Complete promptly after completion of jointing operations.
   e. Substitute for any part of earth backfill to within 2 ft. of final grade at Design-Builder's option.
3. Compact granular embedment as follows:
   a. In loose lifts not exceeding 12 inches in depth.
   b. Rod, spade, or vibrate:
      (1) As required to meet KDOT Section 205 – Excavation and Embankment for Highways Type B Soil Compaction Requirements.
      (2) Throughout depth of embedment.
   c. Compaction using flooding or water spraying techniques will not be allowed.
4. Earth pipe embedment shall be as indicated and shall be used at impervious trench checks. Shape trench bottom to fit pipe and backfill throughout depth of trench with impervious materials. Compact to minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.

D. Backfilling:
1. Backfill for structures and trenches shall be as specified in "Embankments and Fills," this Section, with the following additional provisions:
2. Structures:
   a. Backfill only after concrete has attained 70% design strength unless noted otherwise.

b. Backfill adjacent to structures only after a sufficient portion of structure has been built to resist imposed load.
c. Remove all debris from excavation prior to placement of material.
d. Place backfill in level loose lifts of thickness within compacting ability of equipment used but not to exceed 8 inches in thickness.
e. Perform backfilling simultaneously on all sides of structures.
f. Exercise extreme care in use of heavy equipment in areas adjacent to structures. Equipment operated within 10 ft. of any wall shall not exceed 20,000 lbs. gross weight.
g. Material above a 45-degree plane intersecting the footing shall not include rock fragments incapable of passing a 6 inch screen, and no shale whether disintegrated or not.

3. Trenches:
   a. Backfill for trenches shall be as specified for structures and as follows:
      (1) Complete promptly upon completion of pipe embedment and approval to proceed.
      (2) Use hand methods to a plane 12 inches above top of pipe.
      (3) Mechanical methods shall be acceptable where hand backfill is not required.
      (4) Backfill in lifts of thickness within compacting ability of equipment used, but not greater than 8 inches.
      (5) Until compacted depth over conduit exceeds 3 ft., do not drop fill material over 5 ft. Distance may then be increased 2 ft. for each additional ft. of cover.
4. Controlled Low-Strength Material (CLSM):
   a. Place CLSM by means of chute, drop pipe, pump, bucket, or other method approved by Engineer to maintain consistency, flowability, and strength of in-place final product. Fill all voids and place to indicated grades or minimum elevations noted without use of a vibrator.
   b. Open ends of area to be backfilled shall be plugged or built-up with a temporary bulkhead arrangement to prevent loss of CLSM during placement or during curing.
   c. Prevent movement of any adjacent structure or pipe conduit:
      (1) Anchor pipe or structure to prevent uplift or movement prior to placement of CLSM.
      (2) Prevent intrusion of CLSM into interior sections of structure or pipe.
      (3) If any such movement or intrusion occurs, affected structures or pipe shall be cleaned and may require excavation, removal, and replacement of CLSM to intended final fill elevation.
   d. CLSM is intended for placement within a hole that is dry or maintained with a positive dewatering operation. If it is necessary to place CLSM under water, method for placement and mix design shall be submitted to Engineer for approval at least 10 working days prior to any intended pours.
   e. Monitor surface elevation of placed CLSM and document any shrinkage or settlement of initial placement volume. Provide information of shrinkage and/or settlement of initial lift to Engineer prior to placement of any additional layers or completion of CLSM placement to final indicated elevation.
   f. CLSM shall not be covered with soil or other imposed loading until a minimum compressive strength of 30 psi is attained or until a minimum of 12 hours' cure time has elapsed. Minimum strengths shall be demonstrated by laboratory test results or if permitted by Engineer, by failure to deform or crush the fill with an equivalent 30 psi applied loading in the field.

g. Protect CLSM from freezing while curing with insulated blankets or other approved methods.
h. Where air may become trapped under slabs due to grade beams or other structural components, holes shall be drilled at locations indicated, or as directed by Engineer to allow for uniform placement of CLSM entirely within the void region. Plugs shall be installed to confine CLSM, as needed. It is not intended that raising or leveling of any slabs or structural elements shall occur from placement methods.

E. Site Grading:
1. Excavate, fill, compact fill, and rough grade to bring Project area outside buildings to subgrades as follows:
a. For surfaced areas, to underside of respective surfacing or base course.
b. For areas to receive topsoil, to a minimum of 4 inches below finished grade.
c. When rock is encountered in grading areas outside buildings, overexcavate to depth specified and backfill to grade with compacted fill:
(1) Under surfaced areas, to 6 inches below top of respective subgrades for such areas.
(2) Under lawn and planted areas, to 24 inches below finished grade, except that boulder or protruding rock outcrop, if so indicated, shall be left undisturbed.
2. Grading:
a. Grade and compact all areas within Project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.
b. Degree of finish for rough grading shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified with due allowance for topsoil.
c. Finished grades shall generally be not more than 0.1 ft. above or below those indicated.
d. Finish all ditches, swales, and gutters to drain readily.
e. Unless otherwise indicated, slope the subgrade evenly to provide drainage away from all structures in all directions at a grade not less than 1/4 inch per ft. for a minimum distance of 10 ft.
f. Provide roundings at top and bottom of banks and at other breaks in grade.

3.03 TOPSOILING:

A. Material: Use the most suitable material obtained from stripping operations and borrow when required.
1. Placement:
a. Clear areas free of vegetation, rock, and other materials which would interfere with grading and tillage operations.
b. Bond topsoil to subgrade by scarifying subgrade to a depth of 2 inches.
c. Spread topsoil to a minimum depth of 4 inches where grading operations have left less than 4 inches of topsoil in place.
d. Grade topsoil to bring areas to grades as indicated, to ensure that all surfaces are left in an even and properly compacted condition, and to prevent ponding of water in depressions.
2. Cleanup:
a. Clean surface free of all stones or other objects larger than 1 inch in least dimension, all roots, brush, wire, grading stakes, and other objectionable materials.
b. Keep paved areas clean and promptly remove rock and dirt dropped upon surfacing.

3.04 RIPRAP:

A. Foundation, filter course and placement
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

3.05 MAINTENANCE:

A. Protect newly graded and topsoiled areas from actions of the elements.
B. Fill and repair settling or erosion occurring prior to date of Substantial Completion for the entire project, and reestablish grades to required elevations and slopes.
C. Under provisions of the guarantee, correct any settlement of embankment, fill, or backfill and damages created thereby within two (2) years from date of Substantial Completion for the entire project. Make repairs within 10 days after notification by Owner of settlement.

3.06 FIELD QUALITY CONTROL:

A. Compaction:
   1. Design-Builder will, through services of an accredited independent laboratory, test all embankments, fills, and subgrades under this Contract to determine conformance with specified density relationships.
   2. Method of test may be either of the following at Engineer's option:
      a. This ASTM D1556.
      b. ASTM D2167.
      c. ASTM D6938.
   3. The frequency of in-place compaction testing including density and moisture content will be as directed by the Engineer and in accordance with the Design-Builder's QA/QC program and generally as follows:
      a. At least one test for every 2,500 ft^2 of material placed in a mass fill.
      b. At least one test per lift on alternating sides of trench for each 200 feet of fill placed in trenches for pipe greater than 12" in diameter.
      c. At least one test per 2,500 $ft.^2$ per lift for fill in roadbed.
      d. At least one test for every 200 ft. of roadway for road subgrades and crushed rock base course.
      e. At least one test for every 500 $ft.^2$ per lift in structural fill or on subgrades for foundations.
   4. At least one test when Engineer suspects quality of moisture control or effectiveness of compaction. Remove or scarify fill failing to meet required densities and recompact as necessary to achieve specified results.
   5. Removal of in-place material and replacement with approved new material will be required if scarifying and recompaction do not produce the required densities.
   6. Perform at least one classification test ASTM D2487 and one moisture-density test ASTM D698 on soil used in fill or backfill operations during construction.
      a. Each sample shall be taken from trenches or other excavations as directed by Engineer and should be generally representative of distinguishably differing materials encountered and used for backfill or fill.
      b. Perform one set of tests at the beginning of excavation and one additional set of tests when material properties vary from the material initially tested.
      c. Additional tests shall be performed when directed by Engineer.

B. Controlled Low-Strength Material (CLSM):
   1. Determine unconfined compressive strength using cylinders of CLSM sampled, handled, cured, and tested in accordance with ASTM D4832. Perform a minimum of one set of

four cylinders for every 100 yds.^{3} of CLSM placed but not less than one set for each day's placement, unless otherwise directed by Engineer.

2. Determine bearing strength, if required by Engineer, using penetration testing in accordance with ASTM C403.
3. Test flow of CLSM, if required by Engineer, in accordance with ASTM C939.

C. Subgrades:

1. Engineer will inspect all subgrades to determine conformance with indicated lines and grades.
2. Design-Builder will, through services of an accredited independent laboratory, evaluate in-place bearing capacity when overexcavation of insitu material is not performed. The frequency of testing will be as directed by the Engineer and in accordance with the Design-Builder's QA/QC program and generally as follows:
   a. A minimum of one evaluation will be required for any structure with a foundation greater than 500 ft.^{2}.
   b. At least one evaluation for every 5,000 ft.^{2} of foundation subgrades.

END OF SECTION 31 20 50

DIVISION 33 – UTILITIES

SECTION 33 05 07 – MICROTUNNELING

SECTION REVISION STATUS

Rev No.	Date	By	Description
A	4/16/2021	Trevor Kaufman	Issued for WWP Review
B	6/9/2021	Trevor Kaufman	Package 4 - Issued for Owner Review
C	8/2/2021	Trevor Kaufman	Package 4 - Issued for Q4 Review
D	9/22/2021	Trevor Kaufman	Package 4 - Issued for Owner Review

SECTION CERTIFICATION

PART 1 - GENERAL

1.01 SUMMARY:

A. Section includes:
   1. Excavation for trenches and pits
   2. Microtunneling
   3. Casing Pipe

B. Related Requirements:
   1. Pressure Pipe: DIVISION 33
   2. Pipe Installation: DIVISION 33
   3. Utility Identification: DIVISION 33 (33 05 97)

C. Supplier shall review and understand the American Iron and Steel (AIS) Requirements. Iron and steel products must be produced in the United States in a manner that complies with the AIS Requirement and certifications of such production must be provided to the Design-Builder prior to shipment.

1.02 DEFINITIONS:

A. ASTM: American Society for Testing and Materials

B. AWWA: American Water Works Association

1.03 COORDINATION:

A. Subcontractor shall coordinate work with City of Wichita, Sedgwick County, Railroad, and utilities within construction area.

B. Subcontractor shall obtain all necessary permits required to install the pipe using trenchless methods and for the proper disposal of drilling materials (mud, screenings, water, etc.).

C. Subcontractor shall furnish all labor, materials, and equipment required to install the pipe using the trenchless methods of installation, all in accordance with the requirements of the Contract Documents. The pipe size, type and length shall be as specified herein or as shown on the drawings. Work shall include and not be limited to proper installation, testing, grouting, restoration of underground utilities and environmental protection and restoration.

D. Subcontractor shall be sufficiently trained and knowledgeable of the construction technique required by the use of these trenchless methods. Subcontractor shall furnish all tunneling equipment, qualified laborers, and equipment operators necessary to complete the required work in accordance with the project manual and associated drawings.

1.04 SUBMITTALS:

A. Submit as specified in the General Requirements of the Procurement Documents. Provide Work Plans and Permitting process prior to work commencement accordingly for collaboration with WWP Field Staff

B. Subcontractor shall provide the manufacturer's catalog cuts, technical data, and/or shop drawings for the following system components (shop drawings shall be drawn to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work):
   1. Casing Pipe
   2. Casing Spacers and End Seals
   3. Submit technical data for equipment, method of installation, and proposed sequence of construction.
   4. Include information pertaining to pits, dewatering, method of spoils removal, equipment size and capacity, equipment capabilities, drilling fluid, method of monitoring line and

grade and detection of surface movement, name plate data for drilling equipment, anticipated jacking loads, minimum pipe thickness required to withstand jacking loads, and mobile spoils removal unit.

5. Data supporting the tunneling Contractor's qualifications and experience.

C. Certificates and Affidavits: Furnish the Following Prior to Shipment:
   1. Affidavit of compliance with applicable AWWA and NSF standards.
   2. American Iron and Steel (AIS) Certifications.
      a. If Supplier is unable to meet AIS requirements, Supplier shall disclose this information to Design Builder in their proposal.
   3. Test certificates.

D. Closeout Submittals:
   1. Asset Management System Submittal
      a. A stand-alone Asset Management Submittal will be required on any tagged pipe or fittings.
      b. Required data shall be formally prepared and populated into an editable MS.XLS file (file to be provided by Design Builder). See procurement documents for required information to be included in the submittal.
      c. Prepare Submittal only following approval of material submittal(s) via "A" Status as defined in procurement documents.

E. Record Drawings/Information
   1. Maintain accurate and up to date record documents showing field and Shop Drawing modifications. Record documents for buried piping shall show actual horizontal and vertical location of all piping, existing utilities that are exposed as part of construction activities, and appurtenances at same scale as the Contract Drawings.

1.05 QUALITY ASSURANCE:

A. Regulatory Requirements:
   1. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, highways, local or county roads, or drainage ways.
   2. Comply with the requirements for NPDES permitting, including best management practices for storm water discharges from the construction site.
   3. Comply with requirements of utility company supplying water. Includes tapping of water mains and backflow prevention.
   4. Comply with KDHE requirements for proper disposal of drilling materials (mud, screenings, water, etc.).

B. All applicable permits and applications must be in place prior to beginning construction. Subcontractor shall perform the work in accordance with Sedgwick County and Railroad permit requirements.

C. All trenchless pipe installation operations shall be performed by a qualified Contractor with at least three (3) years of experience involving work of a similar nature to the work required for this project.

1.06 DELIVERY, STORAGE, AND HANDLING:

A. Shall be as specified in Procurement Documents.

PART 2 - PRODUCTS

2.01 MICROTUNNELING SYSTEM:

A. General
1. The microtunneling system shall consist of five major, independently controlled components:
a) Microtunnel Boring Machine (MTBM)
b) Jacking system
c) Spoil removal system
d) Guidance and control system
e) Pipe lubrication system

B. Description of the System
1. The Subcontractor shall provide a microtunneling system for installing pipe behind a remotely controlled, steerable, guided, articulated Microtunnel Boring Machine (MTBM). The MTBM shall be connected to and followed by the pipe which is installed by jacking and shall be capable of fully controlling the rate at which the material is being excavated at all times.
2. The minimum depth of cover to the pipe being installed using the microtunneling process is normally six (6) feet or 1.5 times the outer diameter of the pipe being installed, whichever is the greater. With special precautions, and approval by the Engineer, this depth of cover may be decreased.
3. Microtunneling work shall be executed so as to minimize settlement or heave. Overcut shall not exceed 1" on the radius of the pipe being installed without the approval of the Engineer. The annular space created by the overcut may be filled with the lubrication material that is used to reduce the friction drag of the soil on the pipe.

C. Microtunnel Boring Machine (MTBM)
1. The MTBM shall be capable of controlling rotation or roll by means of bi-directional drive on the cutter head or by the use of fins or grippers. The MTBM shall be articulated to enable remotely controlled steering of the shield. Drill Head: The drill head shall be steerable by changing its rotation and shall provide necessary cutting surfaces and drilling fluid jets.
2. A display showing the position of the shield in relation to a design reference shall be available to the operator at an operation console together with other information such as face pressure, roll, pitch, steering attitude and valve positions.
3. The MTBM shall have a cutter face capable of supporting the full excavated area at all times and may have the capability of setting a calculated earth balancing pressure and positively measuring the earth pressure at the face.
4. When soil conditions dictate, the tunnel shall be capable of removing cobbles and boulders. The excavation system shall be fully capable of excavating all material that it will encounter.

D. Automated Spoil Transportation
1. The automated spoil transportation system shall match the excavation rate to the rate of spoil removal, maintaining settlement or heave within tolerances specified herein.
2. The balancing of ground water pressures shall be achieved by the use of a slurry pressure or auger earth pressure balance system. The system shall be capable of any adjustment required to maintain face stability for the particular soil condition to be encountered on the project. The system shall monitor and continuously balance the ground water pressure.

3. If a slurry spoil transportation system is used, the ground water pressure may be managed by use of the slurry pumps (which may be of variable speeds), pressure control valves and a flow meter. A slurry bypass unit shall be included in the system to allow the direction of flow to be changed and isolated, as necessary.
4. A separation process shall be provided when using the slurry transportation system. The process shall be designed to provide adequate separation of the spoil from the slurry so that the clean slurry can be returned to the cutting head for reuse. The Subcontractor shall identify the type of separation process to be used.
   If an Auger spoil transportation system is utilized, the ground water pressures may be managed by controlling the volume of spoil removal with respect to the advance rate (Earth Pressure Balance Method) and the application of compressed air. In soils with excessive ground water, approval of the Engineer may be required for earth pressure balance auger systems. Approval will be based on the evaluation of the equipment's ability to balance soil and water pressures at the face, stability of the soils and the significance of the ground water present.

E. Pipe Jacking Equipment
1. The main jacks shall be mounted in a jacking frame and located in the drive (starting) shaft. The jacking frame successively pushes the MTBM followed by a string of connected pipes toward a receiving shaft. The jacking capacity of the system shall be sufficient to push the MTBM and the string of pipes thorough the ground.
2. The main jacking equipment installed shall have a capacity greater than the anticipated jacking load. The hydraulic cylinder extension rate shall be synchronized with the excavation rate of the MTBM, which is determined by the soil conditions.
3. Intermediate jacking stations shall be provided by the Subcontractor when the total anticipated jacking force needed to complete the installation exceeds the designed maximum jacking force of the pipe or 80% of the capacity of the main jacks.
4. The jacking system shall develop a uniform distribution of jacking forces on the end of the pipe by the use of spreader rings and packing.

F. Pipe Lubrication System
1. A pipe lubrication system may be utilized when anticipate jacking forces on the pipe are expected to exceed the capacity of the main jacks or exceed the pipe design strength with the appropriate safety factor. An approved lubricant shall be injected at the rear of the MTBM and, if necessary, through the pipe walls to lower the friction developed on the surface of the pipe during jacking and thereby reduce the jacking forces.

G. Remote Control System
1. A Remote-Control System shall be provided that allows for the operation of the system without the need for personnel to enter the microtunnel.
2. In man entry sized pipes, intermittent entry of personnel will be permitted into the pipe for maintenance during the drive and for removal of equipment once the pipe installation is complete.
3. The control equipment shall integrate the method of excavation and removal of soil and its simultaneous replacement by the pipe. As each pipe section is jacked forward, the control system shall synchronize excavation and jacking speeds. The system shall provide complete and adequate ground support at all times.

H. Active Direction Control
1. Line and grade shall be controlled by a guidance system that relates the actual position of the MTBM to a design reference (e.g. by a laser beam transmitted from the jacking shaft along the center line of the pipe to a target mounted in the shield). The microtunneling

system shall be capable of maintaining grade to within plus or minus 1" and alignment to within plus or minus 1.5", unless otherwise approved by the Engineer.

2. The active steering information shall be monitored and transmitted to the operation console. The minimum steering information available to the operator on the control console shall include the position relative to the design reference, roll, indication, attitude, rate of advance, installed length, thrust force, and cutter head torque.

2.02 STEEL CASING PIPE:

A. Steel pipe casing shall conform to the latest revision of ASTM A53 for Grade B and ASTM A139 for Grade A having a minimum diameter as shown on the drawings.

B. Steel pipe shall be Grade B under railroads and Grade A on all other uses.

C. Steel pipe shall have a minimum wall thickness as shown in the following table:

DIAMETER OF CASING - INCHES	MINIMUM WALL THICKNESS IN INCHES	
	UNDER RAILROADS	ALL OTHER USES
50 through 54	0.750	0.500
56 through 62	0.875	0.625
64 through 78	1.000	0.875

D. The Subcontractor shall evaluate the minimum thickness of steel casing required to withstand the jacking loads and increase wall thickness as required. Proposed changes shall be approved by Engineer prior to installation.

2.03 CASING SPACERS:

A. Premanufactured casing spacers as manufactured by RACI, CCI Pipeline Systems, Ranger, Cascade or approved equal.

B. Casing spacers shall be polyethylene or stainless steel.

C. Casing spacer quantity and spacing shall be based on manufacturers recommendations and submitted to the Engineer for review.

2.04 CARRIER PIPE:

A. Pipe shall be as specified in Division 33.

PART 3 - EXECUTION

3.01 GENERAL:

A. Proper alignment and elevations shall be maintained throughout the tunneling operation.

B. Pipe shall be installed to meet or exceed the requirements of ASTM and AWWA approved installation methods.

C. Testing of the pipe shall be in accordance with the testing requirements as outlined in Division 33.

D. The Subcontractor shall provide and maintain adequate microtunneling equipment and install support systems as required. The Subcontractor shall have sole responsibility for safety of microtunneling operations and for persons engaged in the work.

E. The Subcontractor shall furnish shop drawings showing his proposed method of microtunneling, including design for microtunneling head, installation of microtunneling supports or back stop, arrangement and position of microtunneling machinery, pipe guides, grouting plan, intended disposal of excavated material, and a project safety plan for the Design Builder's review.

3.02 PREPARATION:

A. The entire drill path shall be accurately surveyed by the Subcontractor with entry and exit pit stakes placed in the appropriate locations within the areas indicated on the drawings.

B. If using the magnetic guidance system, the drill path shall be surveyed by the Subcontractor for any surface geomagnetic variations.

3.03 DEWATERING:

A. Dewatering shall be completed in accordance with Specification 31 20 50.

3.04 EXCAVATION:

A. Excavation shall be completed in accordance with Specification 31 20 50.

3.05 JACKING AND RECEIVING SHAFTS:

A. Entrance and exit pits shall be located to avoid conflicts with the public utilities, and other agencies.

B. Shafts shall be of a size commensurate with safe working practices. The Subcontractor shall provide shop drawings showing the shaft locations for approval by the Design Builder. The design of the shafts shall ensure safe exit from the driving shaft and entry into the receiving shaft of the MTBM.

C. Shafts and jacking pit shall be adequately ventilated. Air monitoring of the shafts or pits shall be conducted by the Subcontractor on a continuous basis in accordance with the Subcontractor's Safety Plan.

D. Provide sump areas to contain drilling fluids.

3.06 INSTALLATION:

A. A thrust block is required to transfer jacking loads into the soil. The thrust block shall be designed to support the maximum jacking pressure developed by the main jacking system. Special care shall be taken when setting pipe guide rails in the jacking shaft to ensure correctness of the alignment, grade, and stability. If a concrete thrust block or treated soil zone is utilized to transfer jacking loads into the soil, the MTBM is not to be jacked until the concrete or other material have attained the required strength.

B. During construction operations and until pits are backfilled, barricades and lights to safeguard traffic and pedestrians shall be furnished and maintained conforming to the Manual Uniform Traffic Control Devices (MUTCD). All operations must comply with the Site Safety Plan.

C. When grade of pipe at microtunneling end is below ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the microtunneling operations and for joining pipe. Work shall be sheeted securely and braced to prevent earth caving and to provide a safe and stable work area.

D. Protect and support pipe so it moves freely and is not damaged during installation. Subcontractor shall provide pipe rollers, slings, or other appurtenances to assist in supporting the pipe during installation.

E. As the tunneling progresses, it shall be concurrently supported with a welded continuous, permanent, new steel pipe casing having a minimum diameter as shown on the drawings.

F. Once the tunneling operation has commenced, it shall be continued uninterrupted until the conduit has been installed to the specified limits.

G. Borings and encasement shall be constructed so they will drain and shall be bored in a single direction. The pipe shall be pulled or pushed into the casing on casing spacers as shown in the details and approved by the Engineer. The entire void area between the casing and the pipe shall be filled with jetted sand**.** The ends of the encasement pipe shall be sealed with flexible, synthetic rubber pull-on end seals with 304 stainless steel bands.

H. All voids or abandoned holes caused by tunneling are to be filled by pressure grouting when deemed necessary by the Design Builder representative. The grout material shall be a sand cement slurry with a minimum of two sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.

I. Where the characteristics of soil or size of proposed pipe would make use of tunneling more satisfactory that microtunneling, a tunneling method may be submitted for acceptance by Engineer.

3.07 OBSTRUCTIONS AND UNEXPECTED UTILITIES

A. When obstructions or unexpected utilities are encountered during the tunneling process, the Subcontractor shall notify the Design Builder immediately.

B. For conditions requiring more than 1-foot deviation in horizontal or vertical alignment, the Subcontractor shall submit a proposed alignment to Engineer for approval before resuming work.

3.08 LINE AND GRADE TOLERANCES

A. The installed pipe and/or casing shall not deviate from the line and grade as shown on the drawings.

B. Horizontal Tolerance:

1. Acceptable horizontal tolerance shall be a maximum of 1 inch per 100 feet difference from the line shown on the drawings.

C. Vertical Tolerance:

1. Acceptable vertical tolerance shall be a maximum 1 inch per 100 feet difference from the grade shown on the drawings. Deflection through the pipe shall be as specified in Division 33.

3.09 DISPOSAL OF SPOILS

A. Remove, transport, and legally dispose of drilling spoils.

1. Do not discharge drilling spoils in sanitary sewers, storm sewers, or other drainage systems.
2. When tunneling in suspected contaminated soil, test drilling fluid for contamination before disposal.
3. Spoils shall be disposed of on sites approved by KDHE and the Design Builder.
4. Any material dumped in waters of the United States or wetlands is subject to U.S. Corps of Engineers permitting regulations.

B. Slurry Removal

1. Subcontractor is responsible for removal and proper disposal of all slurry in accordance with the local, state, and federal requirements.
2. Subcontractor shall contain excess drilling fluids at entry and exit points until recycled or removed from site. Provide recovery system to remove drilling spoils from access pits.
3. When drilling fluid leaks to surface, immediately contain leak and barricade area from vehicular and pedestrian travel before resuming drilling operations.

4. Complete cleanup of drilling fluid at end of each workday.

3.10 RESTORATION

A. Upon completion of tunneling and pipe installation, remove tunneling spoils, debris, and unacceptable material from approach trenches and pits. Clean up excess slurry from ground.

B. Restore approach trenches and pits to original condition.

END OF SECTION 33 05 07

DIVISION 33 - UTILITIES

SECTION 33 11 00 – PRESSURE PIPE – REV 6

SECTION REVISION STATUS

Rev No.	Date	By	Description
0	11/12/2020	J. Garder	Package 1 - Issued for Construction
1	12/18/2020	J. Garder	Package 1 – Revised Per KDHE
2	12/18/2020	J. Garder	Package 2/3 - Issued for Review
3	2/11/2021	J. Garder	Package 2/3 - Issued for Owner Review
4	3/18/2021	J. Garder	Package 2 – Issued for Construction
5	5/14/2021	J. Garder	Package 2 – Issued for Construction
6	7/29/2021	J. Garder	Package 4-Issued for Q4 Review
	9/22/2021	J. Garder	Package 4-Issued for Owner Review

SECTION CERTIFICATION

This Document has been digitally signed and sealed.
9/30/2021

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes all process pressure pipe, fittings, specials, and appurtenances excluding plumbing, potable water, and gas.

B. Supplier shall review and understand the American Iron and Steel (AIS) Requirements. Iron and steel products must be produced in the United States in a manner that complies with the AIS Requirement and certifications of such production must be provided to the Design-Builder prior to shipment.

C. Related Work Specified Elsewhere:
   1. Section 33 31 50 - Pipe Installation.
   2. Section 33 12 16 - Valves and Accessories.
   3. Section 09 90 00 - Protective Coatings.
   4. Division 22 – Plumbing.

1.02 REFERENCE STANDARDS:

A. Applicable Standards:
   1. American Association of State Highway and Transportation Officials (AASHTO).
   2. American Water Works Association (AWWA):
      a. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
      b. AWWA C105 – Polyethylene Encasement for Ductile-Iron Pipe Systems
      c. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.
      d. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
      e. AWWA C115 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
      f. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
      g. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water.
      h. AWWA C153 - Ductile-Iron Compact Fittings.
      i. AWWA C200 - Steel Water Pipe 6 Inches and Larger.
      j. AWWA C205 - Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 Inch and Larger - Shop Applied.
      k. AWWA C206 – Field Welding of Steel Water Pipe.
      l. AWWA C207 - Steel Pipe Flanges for Waterworks Service, Sizes 4 Inch Through 144 Inch.
      m. AWWA C208 - Dimensions for Fabricated Steel Water Pipe Fittings.
      n. AWWA C209 - Cold-Applied Tape Coatings for the Exterior of Special Sections, Connections, and Fittings for Steel Water Pipelines.
      o. AWWA C210 - Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
      p. AWWA C213 - Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines.
      q. AWWA C214 - Tape Coating Systems for Steel Water Pipe.
      r. AWWA C215 - Extruded Polyolefin Coatings for Steel Pipe.
      s. AWWA C218 - Liquid Coating Systems for the Exterior of Aboveground Steel Water Pipelines and Fittings.
      t. AWWA C219 - Bolted, Sleeve-Type Couplings for Plain-End Pipe.

u. AWWA C222 - Polyurethane Coatings and Linings for Steel Water Pipe & Fittings
v. AWWA C227 – Bolted, Split-Sleeve Type Couplings
w. AWWA C605 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
x. AWWA C606 - Grooved and Shouldered Joints.
y. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In Through 12 In.
z. AWWA C907 - Polyvinyl Chloride (PVC) Pressure Fittings for Water-4 in. through 12 In. for Water Distribution.
aa. AWWA M11 - Steel Pipe - A Guide for Design and Installation.
bb. AWWA M23 - PVC Pipe-Design and Installation.
cc. AWWA M41 - Ductile-Iron Pipe and Fittings.

3. American National Standards Institute (ANSI):
   a. ANSI B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
   b. ANSI B16.21 - Nonmetallic Flat Gaskets for Pipe Flanges.
4. American Society for Testing and Materials (ASTM):
   a. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60000 PSI Tensile Strength.
   b. ASTM D1248 - Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
   c. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
   d. ASTM G62 - Standard Test Methods for Holiday Detection in Pipeline Coatings.
5. National Sanitation Foundation (NSF):
   a. NSF 61 - Drinking Water System Components - Health Effects.
   b. NSF 372 – Drinking Water System Components – Lead Content.
6. Society for Protective Coatings (SSPC):
   a. SP1 - Solvent Cleaning.
   b. SP3 - Power Tool Cleaning.
   c. SP5 - White Metal Blast Cleaning.
   d. SP7 - Brush-Off Blast Cleaning.
   e. SP10 - Near-White Blast Cleaning.

1.03 SUBMITTALS:

A. Submit as specified in procurement documents.
B. Submit the following for acceptance prior to fabrication:
   1. Pipe and joint details.
   2. Special, fitting, and coupling details.
   3. Laying and installation schedule.
   4. Specifications, data sheets, and affidavits of compliance for protective shop coatings and linings.
   5. Manufacturer's design calculations including, but not limited to, wall thickness and deflection under specified live and dead loads.
   6. Written nondestructive testing procedure specifications and nondestructive testing personnel qualifications for field welds.
C. Certificates and Affidavits: Furnish the Following Prior to Shipment:

1. Affidavit of compliance with applicable AWWA and NSF standards.
2. Certificate of origin for all steel flanges. Flanges shall be manufactured in the U.S.A.
3. Iron and steel products must be produced in the United States and certifications of such production must be provided to the Design Builder prior to shipment.
4. Test certificates.

D. Closeout Submittals:
1. Asset Management System Submittal
   a. A stand-alone Asset Management Submittal will be required on any tagged pipe or fittings.
   b. Required data shall be formally prepared and populated into an editable MS.XLS file (file to be provided by Design Builder). See procurement documents for required information to be included in the submittal.
   c. Prepare Submittal only following approval of equipment submittal(s) via "A" Status as defined in procurement documents.

1.04 WARRANTY:

A. Supplier shall warrant that all materials shall be free of defects caused by faulty material or workmanship for a minimum period of two (2) years from date of Substantial Completion for the entire project, unless otherwise specified.
B. See procurement documents for full requirements.

1.05 QUALITY ASSURANCE:

A. Manufacturers shall be ISO-9001 or SPFA certified and experienced in the design and manufacture of pipe, fittings, specials, or appurtenances for a minimum period of 5 years.
B. All pipe manufactured to AWWA C200 series specifications shall be furnished by a manufacturer certified by the Steel Plate Fabricators Association (SPFA) for steel pipe fabrication.

PART 2 - PRODUCTS

2.01 PIPE REQUIREMENTS:

A. Furnish pipe of materials, joint types, and sizes as indicated or specified.
B. Pipe, fittings, and appurtenances shall be designed to withstand all stresses resulting from external loads and internal pressures listed in the Appendix - Pipe Schedule unless otherwise specified.
C. Pipe Marking: All pipe and fittings shall be marked conforming to the applicable standard specification under which the pipe is manufactured and as otherwise specified.
D. All wetted materials and interior pipe coatings shall comply with NSF 61 and NSF 372 for water service, including raw, partially treated, and finished water, and chemicals applied to water.

2.02 DUCTILE-IRON PIPE:

A. Design and Manufacture of Pipe:
1. Ductile-iron pipe shall conform to AWWA C115, C150, and C151 except as otherwise specified.

B. Dimensions: The minimum thickness shall be as defined by pressure class as indicated in Appendix - Pipe Schedule.

1. Minimum thickness for ductile-iron pipe threaded for screw-on flanges shall be in accordance with AWWA C115.
2. Pipe with grooved barrel for any type of restrained joint shall have wall thickness increased to provide a minimum wall thickness conforming to AWWA C606.

C. Joints:
   1. Mechanical and Push-On Type:
      a. Provide mechanical or push-on-type joints for all buried pipe less than 30 inches in diameter unless otherwise specified or indicated. Provide push-on-type joints for sizes 30 inches in diameter and greater.
      b. Joints shall conform to AWWA C111.
      c. Provide mechanical joint restraints at fittings, valves, where cast in concrete, and next pipe joint on each side of these locations; next pipe joint on each side of any flanged connection; and where designated on Drawings.
   2. Flanged:
      a. Provide flanged joints for all interior and exposed exterior pipe except where otherwise specified or indicated.
      b. Flanges for pipe shall be ductile iron and conform to the applicable provisions of AWWA C110 and C115 and shall be drilled ANSI B16.1 Class 125.
      c. Where specifically indicated, flanges shall be ANSI B16.1 Class 250.
      d. Pipe with victaulic-style couplings and rigid or flexible joints conforming to AWWA C606 may be substituted for Class 125 flanged pipe where indicated or approved by Engineer.
   3. Sleeved or Coupled:
      a. Provide for sleeves or couplings where indicated.
      b. Furnish pipe ends suitable for receiving style of sleeve or coupling indicated or specified.
      c. Provide anchored couplings where restraint is required to withstand specified operating or hydrostatic test pressure and where indicated.
   4. Restrained:
      a. Furnish for all fittings and where joint restraint is required to offset internal pipeline forces.
      b. Provide restrained joints of following approved types:
         (1) Restrained mechanical joint.
         (2) Cut grooved type for rigid joint conforming to AWWA C606.
         (3) Cut flexible grooves as approved by Engineer.
         (4) Restrained push-on joint.
         (5) Boltless or bolted ball and socket joint.
         (6) Anchored couplings.
      c. Mechanical joint retainer glands may be used where joint restraint is required. Acceptable manufacturers for retainer glands are as follows:
         (1) Megalug manufactured by EBAA Iron, Inc.
         (2) Stargrip manufactured by Star Pipe Products
         (3) Engineer-approved equal.

D. Fittings:
   1. Fittings shall conform to AWWA C110 or C153 and shall have a pressure rating of not less than that specified for pipe.
   2. Fittings shall be ductile iron.

3. Fittings for pipe with push-on or mechanical joints shall have mechanical joints.
4. Fittings for pipe with grooved type joint shall have cut grooved type rigid joints per AWWA C606.
5. Include all specials, taps, plugs, flanges, and wall fittings as required.
6. Provide openings for air valve, drain, sampling, sensing, testing, and other connections with threaded bosses or flange outlets sized and located where indicated.
7. Provide tangent blow-off and drain assemblies where indicated. Outlet size shall be 6 inches and have flanged end.

E. Lining:
1. All pipe and fittings for water shall be cement-mortar lined in accordance with AWWA C104.

F. Coating:
1. All ductile iron pipe and fittings for buried service shall be coated with manufacturer's standard bituminous paint coating.
2. All ductile iron pipe and fittings for exposed interior or exterior installation shall be shop prime coated as specified in Section 09 90 00.
3. Flange faces shall be coated in accordance with AWWA C115.

G. Polyethylene Wrap
1. Polyethylene material shall be as follows:
   a. Conform to AWWA C105.
   b. Not less than 8 mils in thickness.
   c. Color-black containing not less than 2 percent carbon black.
2. Adhesive tape shall be as follows:
   a. Approximately 2 inches wide and plastic backed not less than 10 mils thick.
   b. Capable of bonding securely to metal surfaces and/or polyethylene material.
   c. Scotchrap No. 50, Polyken No. 900, Tapecoat CT, Johns-Manville No. V-10 Trantex, or Engineer-approved equal.

2.03 STEEL PIPE:

A. Materials: Steel grade or pipe grade and type may be optional with the fabricator or producer.

B. Design of Pipe: Design shall conform to AWWA C200, AWWA M11, and as specified except that hydrostatic test of fittings after fabrication will not be required. Fittings shall be tested by dye penetrant method.
1. Size indicated or specified shall mean the nominal inside diameter of lining.
2. Nominal length of pipe section shall be not less than 35 feet nor more than 50 feet. Shorter sections shall be used where required and where otherwise approved.
3. External Loading:
   a. Earth dead load cover at 120 pcf plus AASHTO H-20 live loads. Use Cooper E-80 live loads for railroad crossings.
   b. Use 100% of earth prism above the pipe.
   c. Bedding condition as indicated.
4. Use E' of 1000 and bedding angle of 90°.
5. Allowable design stresses for steel shall be as follows:
   a. 50% of minimum yield stress when subjected to working pressure.
   b. 70% of minimum yield stress when subjected to working pressure plus surge.
6. Allowable design deflection shall be 2% of mean diameter.
7. Deflection lag factor shall be 1.25 for the dead load and 1.0 for live loads.

8. Minimum wall thickness shall be not less than tabulated in Appendix - Pipe Schedule.

C. Joints:
   1. Push-On Type:
      a. Provide push-on-type joints for all buried pipe unless otherwise specified or indicated.
      b. Joints shall conform to AWWA C200.
   2. Flanged:
      a. Provide certificate of origin for all flanges.
      b. Provide flanged joints for all interior and exposed exterior pipe except where otherwise specified or indicated.
      c. Joints shall conform to AWWA C200 and AWWA C207.
      d. Flanges shall have a pressure rating not less than that required for pipe. Flanges shall be Class D and be drilled ANSI B16.1 Class 125.
      e. Where specifically indicated, flanges shall be Class E and be drilled ANSI B16.1 Class 250.
      f. Pipe with AWWA C606 shouldered-type joints may be substituted for Class D flanged pipe.
   3. Sleeved or Coupled:
      a. Provide for sleeves or couplings where indicated.
      b. Furnish pipe ends suitable for receiving style of sleeve or coupling indicated or specified.
      c. Provide anchored couplings where restraint is required to withstand specified operating or hydrostatic test pressure and where indicated.
   4. Restrained: Furnish where joint restraint is required to offset internal pipeline forces. Shouldered or groove type joints for victaulic-style couplings shall conform to AWWA C606.
   5. Welded:
      a. Provide pipe prepared for lap joints for field welding.
      b. Lap welded joints to be prepared for fillet welding on the outside or inside of the pipe.
      c. Lap joints prepared for field welding shall be in accordance with ANSI/AWWA C200. The method used to form, shape, and size bell ends shall be such that the physical properties of the steel are not substantially altered. Bell ends shall be formed by an expanding press or by the pipe being moved axially over a die in such a manner as to stretch the steel plate beyond its elastic limit to form a truly round bell of suitable diameter and shape. Forming of the bell by rolling shall not be allowed. Faying surfaces of the bell and spigot shall be essentially parallel, but in no case shall the bell slope vary more than 2 degrees from the longitudinal axis of the pipe.

D. Fittings and Specials:
   1. Fabricate from tested pipe to conform to AWWA C208 except where otherwise indicated or specified.
   2. Design to withstand internal and external loading specified for pipeline in which located.
   3. Reinforce tees, laterals, and outlets conforming to applicable provisions of AWWA M11.
   4. Include wall fittings with approved anchor ring where indicated.
   5. Include all adapters, outlets, taps, plugs, and other specials as required to complete installation as specified or indicated.

6. Provide openings for air valve, drain, sampling, sensing, testing, and other connections with threaded bosses or flanged outlets sized and located where indicated.
7. Provide tangent blowoff assemblies where indicated. Outlet size shall be 6 inches and have flanged end.

E. Test Plugs:
1. Provide pressure test plugs where required to test the installation.
2. Design test plugs to withstand the internal and external loading.
3. Join test plug to pipe and tie as required to sustain internal and external loading.

F. Lining:
1. All pipe and fittings shall be lined with cement mortar to conform to AWWA C205 unless noted otherwise. Thickness of lining shall conform to AWWA C205 and cement mortar lining shall be Type II or V, per ASTM C150.
2. Modified Polyamine Epoxy (Epoxoline FC22 by Tnemec Company, Inc.) may be used where approved by Engineer.
3. Termination of lining at ends shall be as follows:
   a. End of steel on spigot, flanged, grooved, shouldered, or plain end.
   b. Anticipated termination of mating spigot on bell end of push-on type joints.
4. Lining field welded pipe:
   a. After the joint has been welded and tested and sufficient backfill has been place to prevent the pipe from moving, the interior joint recess of shop-lined cement mortar lined pipe shall be filled with grout, tightly packed into the joint recess and troweled flush with the interior surface. All excess shall be removed.

G. Coating:
1. All pipe and fittings for buried service shall be coated with polyurethane to conform to AWWA C222, minimum 30 mils dry film thickness.
2. All pipe and fittings for exposed installation shall be shop prime coated as specified in Section 09 90 00.
3. Flange faces shall be coated with one of the following rust preventive compounds:
   a. Houghton "Rust Veto 344."
   b. Rust-Oleum "R-9."
   c. Engineer-approved equal.
4. All pipe and fittings for exposed exterior installation shall be shop finish coated as specified in Section 09 90 00.

H. Marking Pipe: In addition to the marking specified in paragraph "Pipe Marking," the following information shall be on all pipe, fittings, and specials:
1. Design pressure in feet.
2. Point of installation on all fittings and specials.
3. Length of any short pipe.

2.04 BURIED PVC PIPE, SIZES 4 INCHES TO 48 INCHES:

A. Materials:
1. Materials shall conform to AWWA C900.
2. Gaskets shall conform to ASTM F477, be synthetic rubber and certified in accordance with NSF 61 for water service.

B. Design of Pipe: Design shall conform to AWWA C900 and as specified:
1. Internal Loading:

a. Internal pressure specified plus allowance for surge pressure conforming to AWWA C900.
b. Hydrostatic test pressure as specified.

2. External Loading:
a. Earth dead load cover at 120 pcf plus AASHTO H-20 live loads.
b. 5% deflection limit.
c. Bedding condition as indicated.

3. Use E' of 700 and bedding angle of 90°.

C. Dimensions: The minimum pressure class for PVC pipe shall be as indicated in Appendix - Pipe Schedule.

D. Diameters: PVC pressure pipe shall have Cast-Iron-Pipe-Equivalent (CI) outside diameters.

E. Joints: Pipe shall be furnished with integral bell-type pipe ends designed for joint assembly using elastomeric gaskets.

F. Fittings:
1. Fittings shall conform to AWWA C110 or C153 and be ductile iron. Fittings shall be mechanical joint (restrained). Cement mortar lined, AWWA C104.

G. Marking: Identification markings on pipe shall conform to AWWA C900.

2.05 SLEEVES AND COUPLINGS:

A. Sleeves:
1. AWWA C110 mechanical joint ductile-iron solid or transition sleeve type:
a. Pipe end space shall not exceed one-third of the sleeve laying length.
b. Interior, exposed, exterior, or buried service as indicated.

B. Couplings:
1. Center sleeve and compression gland-type end ring conforming to AWWA C219.
a. Center sleeve shall be without pipe stop.
2. Split-sleeve type conforming to AWWA C227.
a. Coupling rings shall be steel for steel couplings
3. Couplings for joining steel pipe shall be steel.
4. Couplings for joining direct buried, exposed exterior, vault or pit installations of iron, or PVC pipe up to 12-inch diameter shall be iron. Provide lined and coated steel couplings for larger pipe diameters.
5. Couplings for exposed interior iron or PVC pipe may be steel or iron.
6. Fastener bolts shall be carbon or stainless steel for iron couplings and high-strength, low-alloy steel for steel couplings. Bolts for direct buried coupling installations shall be stainless steel.
7. Center sleeve and end rings conforming to AWWA C219 shall be:
a. Ductile or malleable iron for iron couplings.
b. Steel for steel couplings.
8. Grooved or shouldered couplings conforming to AWWA C606.
a. Shoulders shall be steel
9. Lining and Exterior Coating:
a. Use for all steel couplings intended for direct bury, exposed exterior, vault or pit installations.
b. Completely coat center sleeve and end rings.
c. Two-part epoxy or nylon fuse-coated to a minimum 10 mils thickness.

d. Line interior of all steel couplings intended for exposed-interior installations. Coat exterior with normal shop coating.

C. Flanged Coupling Adapters:
1. Flanged end and body to be one unit conforming to AWWA C219. Coupling end to be compression gland type with follower ring.
2. Adapters for joining direct buried, exposed exterior, vault or pit installations of iron pipe shall be iron.
3. Adapters for joining exposed interior iron pipe may be steel or iron.
4. Flanged end bolt circle, bolt size, and spacing shall conform to the applicable provisions of ANSI B16.1 and shall be drilled Class 125 for iron adapters. Flanges on steel adapters shall be AWWA C207, Class D, drilled ANSI B16.1 Class 125.
5. Bolts and nuts shall be ductile iron for iron adapters and high-strength, low-alloy steel for steel adapters.
6. Anchor studs shall not be used where joint restraint is required. Furnish adapters with tie rod harness assemblies where indicated.
7. Flange adapters for AWWA C606 grooves where indicated or approved by Engineer.
8. Lining and Exterior Coating for Steel Adapters:
   a. Two-part epoxy or nylon fuse-coated to a minimum 10 mils thickness.
   b. Completely coat adapter sleeve and end follower gland plus line interior for adapters intended for exposed exterior, vault or pit installations.
   c. Line interior of all adapters intended for exposed interior installations. Coat exterior with normal shop coating.

D. Expansion Joint Couplings:
1. Furnish single-end or double-end steel pipe expansion joints where indicated.
2. Slip-pipe's exterior section, which is in contact with the packing, is to be hard chrome-plated on a machined surface.
3. Furnish with limit rods where joint restraint is required.
4. Lining and Exterior Coating:
   a. Normal shop exterior coating.
   b. Line slip-pipe with cement mortar.
5. Bolts and limit rods shall be stainless steel.
6. Acceptable manufacturers are as follows:
   a. Dresser Industries, Inc. - Type 1, 2, 3, and 4, Style 63.
   b. Rockwell International Corp. - Type 611 and 612.
   c. Ford Style 811 and 812, Ford Meter Box Company, Inc.
   d. Smith Blair Style 411
   e. Baker Style 200
7. Grooved flexible couplings where indicated or approved by Engineer.
   a. Engineer-approved equal.

E. Anchored Couplings:
1. Furnish where joint restraint required to offset internal pipeline forces.
2. Provide harnessed sleeve couplings and flanged coupling adapters with tie rod harnesses where indicated.
   a. Harnesses shall consist of lugs or clamps welded or otherwise securely fastened to opposite joint elements with tie bolts between opposing lugs. "Dog ear" lugs shall be fabricated as indicated.

b. Design of harnesses for steel pipe shall conform with applicable provisions of AWWA M11.

3. Provide expansion couplings with limit rods.
4. Provide couplings for grooved and shouldered type joints conforming to AWWA C606.
   a. Furnish grooved ends on ductile-iron end pipe.
   b. Furnish grooved or shouldered ends on steel pipe.
5. Mechanical joint retainer glands may be used where joint restraint is required. Retainer glands shall be Megalug manufactured by EBAA Iron, Inc. or approved equal.

F. Insulated Couplings:
1. Couplings shall be insulated to prevent electrical conductivity where indicated.
2. Insulated coupling design shall be otherwise conforming to the standard types and styles specified.

G. Dismantling Joints:
1. Consists of a mechanical joint fitting located between two pipe flanges with restraining rods across the mechanical joint section, providing a restrained system with integral space for removal of adjacent equipment.
2. Shall conform to AWWA C-219.
3. Materials shall be steel.
4. When connected to DIP system, install insulating flange kit.
5. Grooved or Shouldered couplings may be used for dismantling where indicated or approved by Engineer.

2.06 JOINT LOCATIONS FOR CONNECTIONS TO NEW STRUCTURES:

A. All pipe connections to new structures shall have a dual joint flexible connection.
1. Each flexible connection joint shall be equal to or greater in flexibility to a restrained ductile-iron pipe mechanical or push-on joint as applicable for this Project.
2. The first flexible connection joint shall be within 12 inches of the face of the structure.
   a. If the pipe connection allows, the first joint may be less than the minimum 12 inches from the face of the structure, but the required flexibility and restraint shall still be provided.
3. Except where the piping layout does not allow for the required distance, a 3-foot minimum to 4-foot maximum length pipe section shall follow the first joint. Where the piping layout does not allow for the minimum distance, the joints provided shall meet the requirements of this Section and the pipeline length shall be maximized given the pipe material being used.
4. The second flexible connection joint shall then connect to the yard piping.
5. The joint type, coupling type, and restraint system shall be of the types specified within this Section.
6. Except where noted or otherwise specified, all joints shall be restrained.

2.07 GASKETS AND BOLTING MATERIALS:

A. Gaskets shall be certified in accordance with NSF 61 for water service, including raw, partially treated, and finished water, and chemicals applied to water.

B. Provide all gaskets, bolts, lubricant, and other accessories required to install pipe, fittings, and specials complete and ready for service.

C. Gaskets for flanged joints for ductile iron pipe and fittings shall conform to ANSI B16.21, 1/8-inch thick full-face synthetic rubber or American Cast Iron Pipe Company Toruseal 1/8-inch thick full-face. Provide full-face gaskets for all pump and equipment connections.
D. Gaskets for ductile iron flanged pipe and fittings 12 inch and smaller shall have "nominal" inside diameters, not the larger inside diameters per ANSI B16.21.
E. Bolts for flanged joints for ductile iron pipe shall conform to ASTM A307, Grade B. Nut and bolt heads shall be hexagonal.
F. Bolts for flanged joints for steel pipe shall conform to ASTM A193, Grade B7 with ASTM A194 Grade 2H heavy hex nuts or ASTM A563 heavy hex nuts for 1 in and smaller. Washers, when used, shall meet the requirements of ASTM F436.
G. Gaskets for flanged joints for steel pipe and fittings shall conform to AWWA C207, 1/16-inch thick full-face elastomeric. Provide full-face gaskets for all pump and equipment connections.
H. Gaskets and bolts for other than flanged joints shall be as otherwise specified for pipe and pipe joints.

2.08 JOINT BONDING:
A. Joint bonding shall be provided as indicated on the Drawings.
B. Bonding shall be accomplished:
1. With No. 2 insulated, stranded, soft annealed copper wire attached to pipe cylinder by thermic weld.
2. With manufacturer's standard subject to Engineer's approval.

PART 3 - EXECUTION

3.01 INSTALLATION:
A. Specified in Section 33 31 50.

3.02 FIELD TESTING:
A. Specified in Section 33 31 50.

3.03 FIELD PROTECTIVE COATING:
A. Specified in Section 09 90 00.

3.04 SCHEDULES AND DATA SHEETS:
A. See Appendix A for Pipe Schedule for Package 1.
B. See Appendix B for Pipe Schedule for Package 2.
C. See Appendix C for Pipe Schedule for Package 3.
D. See Appendix D for Pipe Schedule for Package 4.
E. See Appendix E for Pipe Schedule for Package 5.

END OF SECTION 33 11 00

KANSAS & OKLAHOMA RAILROAD, L.L.C.

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made and entered into _____, between **KANSAS & OKLAHOMA RAILROAD, L.L.C.** which has a mailing address at **315 WEST 3RD STREET, PITTSBURG, KANSAS 66762** party of the first part (hereinafter called "Railroad"), and the **CITY OF WICHITA** having a mailing address at **455 NORTH MAIN, 8TH FLOOR, WICHITA, KANSAS 67202** as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

One (1) buried 78-inch steel pipeline containing one (1) 66-inch steel water pipeline as hereinafter more fully described on the attached Exhibit "A".

LOCATION: below the tracks, right of way and property owned by Railroad at a location approximately 2,511 feet southeast of Mile Post 490 and 1,637 feet southeast of the centerline of Hoover Road, at or near the City of Wichita, County of Sedgwick, State of Kansas.

In accordance with construction plans, submitted by Licensee to and approved by the Property Manager, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the lump sum of **ONE THOUSAND FIFTY AND NO/100 DOLLARS ($1,050.00)** as a one-time document processing fee and the further sum of **THIRTY THOUSAND AND NO/100 DOLLARS ($30,000.00)** as a one-time license fee.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

   (b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

   (c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration,

renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Furthermore, Railroad may require Licensee and/or its Contractor to secure construction observation through Railroad's approved observer named below during all construction and installation work. Licensee is to directly contract and coordinate services with Railroad's approved observer:

RailPros Field Services
Email: Watco.Utility@railpros.com
Phone: 682-223-5271

3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to Railroad and obtain the written approval of the Property Manager thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.

6. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or

be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.

10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove

its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.

11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

12. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.

14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of Railroad being first had and obtained.

15. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

16. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.

17. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

18. Environmental Compliance

    18.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.

    18.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.

18.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.

18.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.

19. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the insurance coverage as outlined in **Exhibit "B"**.

20. Any Notice required or permitted to be served under the terms of this License shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Kansas & Oklahoma Railroad, L.L.C.
315 West 3rd Street
Pittsburg, KS 66762
Attn: Manager - Real Estate

To Licensee: City of Wichita
455 N Main, 8th Floor
Wichita, KS 67202
Attn: Bill Perkins

or at such other address as the respective parties may from time to time give notice of.

21. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

KANSAS & OKLAHOMA RAILROAD, L.L.C. ***(as Railroad)***	***CITY OF WICHITA*** ***(as Licensee)***
By: _____	By: _____
Name: Kim A. Williams	Name: _____
Title: Manager – Real Estate	Title: _____
Witness as to Railroad	Witness as to Licensee
_____	_____
Name: _____	Name: _____

Exhibit A Summary

Exhibit A on the following page

Summary Table

1.	License #	KORR551340
2.	Railroad	Kansas & Oklahoma Railroad, L.L.C.
3.	Licensee	Wichita, City of
4.	Description of Work	One buried 78-in steel pipeline containing one 66-in steel water pipeline crx 2511 ft SE MP 490 and 1637 ft SE c/l Hoover Rd
5.	City, County, State	Wichita, Sedgwick, KS
6.	Mile Post	489.524
7.	Latitude/Longitudinal Coordinates	37.7178985447 / -97.4035376233

GENERAL NOTES:

1. THESE NOTES APPLY ONLY TO WORK PERFORMED UNDER WBS 050 OFFSITE PIPING.

2. COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS. ALL CONSTRUCTION SHALL BE COMPLETED FOLLOWING CURRENT PROJECT SPECIFICATIONS AND PROVISIONS.

3. ALL CONSTRUCTION AND MATERIALS TO COMPLY WITH PROJECT CONSTRUCTION SPECIFICATIONS AND DETAILS, UNLESS OTHERWISE INCLUDED IN THE CONTRACT DOCUMENTS.

4. DESIGN-BUILDER WILL BE REQUIRED TO PROVIDE NOTICE TO UTILITY COMPANIES A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO AN EXCAVATION, AS FOLLOWS:

   KANSAS ONE-CALL 687-2470

   THE DESIGN-BUILDER MUST NOTIFY THE FOLLOWING IN CASE OF AN EMERGENCY:

AT&T	1-800-246-8464
BLACK HILLS ENERGY	1-800-694-8989
CITY OF WICHITA WATER & SEWER DEPT.	1-316-219-8921
CITY OF WICHITA STORMWATER	1-316-268-4090
CITY OF WICHITA TRAFFIC	1-316-268-4034
COX COMMUNICATIONS	1-888-249-3530
EVERGY	1-800-544-4857
KANSAS FIBER NET	1-855-536-4357
KANSAS GAS SERVICE	1-888-482-4950

5. UTILITY SERVICE LINES, POLES, ETC. ARE TO BE ADJUSTED AS NECESSARY BY OTHERS PRIOR TO CONSTRUCTION UNLESS THE PLANS SPECIFICALLY CALL FOR THEIR ADJUSTMENT BY THE DESIGN-BUILDER OR UNLESS THE PLANS SPECIFICALLY IDENTIFY A UTILITY TO BE ADJUSTED BY ITS OWNER DURING CONSTRUCTION. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE PLANS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. THE DESIGN-BUILDER WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION.

6. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE DRAWINGS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. LOCATION INFORMATION HAS BEEN OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND IS EITHER FROM COMPANY RECORD DRAWINGS OR COMPANY PROVIDED FIELD LOCATIONS. OTHER BURIED LINES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE DESIGN-BUILDER SHALL HAVE ALL BURIED LINES LOCATED AND FLAGGED IN THE FIELD PRIOR TO COMMENCING WORK. THE DESIGN-BUILDER SHALL CONTACT THE ENGINEER AND REVIEW ANY BURIED LINES LOCATED IF CONFLICTS EXIST. THE DESIGN-BUILDER WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION. ANY LINES DAMAGED SHALL BE REPLACED OR REPAIRED IMMEDIATELY AS DIRECTED BY THE ENGINEER AT THE DESIGN-BUILDER'S EXPENSE.

7. EXPOSE AND VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES THAT ARE IN POTENTIAL CONFLICT WITH THE PROPOSED IMPROVEMENTS. THE UTILITY LOCATES SHALL BE PERFORMED PRIOR TO THE START OF CONSTRUCTION AND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

8. MAINTAIN A MINIMUM OF 10-FOOT HORIZONTAL SEPARATION BETWEEN ALL WATER LINES (MAINS, SERVICES, AND FIRE HYDRANTS) AND ALL SANITARY SEWER LINES (MAINS, SERVICES, AND MANHOLES). ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

9. MAINTAIN A MINIMUM OF 2-FOOT VERTICAL SEPARATION BETWEEN ALL WATER LINES (MAINS AND SERVICES) AND ALL GRAVITY SANITARY SEWER LINES (MAINS, SERVICES, AND MANHOLES) AT CROSSINGS. ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

10. MAINTAIN A MINIMUM OF 2-FOOT VERTICAL SEPARATION BETWEEN ALL WATER LINES (MAINS AND SERVICES) AND ALL PRESSURIZED SANITARY SEWER LINES (FORCE MAINS AND SERVICES) AT CROSSINGS. WATERLINES MUST ALWAYS BE PLACED ABOVE PRESSURIZED SANITARY SEWER LINES WHERE THEY CROSS. ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

11. RUBBLE FROM THE REMOVAL OF MISCELLANEOUS STRUCTURES AND EXCESS EXCAVATION WHICH IS TO BE WASTED SHALL BE DISPOSED OF ON SITES TO BE PROVIDED BY THE DESIGN-BUILDER. THESE SITES SHALL BE APPROVED BY THE ENGINEER AS TO SUITABILITY, APPEARANCE AND SITE LOCATION. LOCATIONS, IN THE OPINION OF THE ENGINEER, THAT WILL LEAVE AN UNSIGHTLY APPEARANCE WILL NOT BE APPROVED. ALL DISPOSAL SITES MUST BE APPROVED BY THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT. MATERIAL EITHER STOCKPILED OR DISPOSED OF IN A FLOOD PLAIN WILL REQUIRE A KANSAS STATE BOARD OF AGRICULTURE PERMIT. ANY MATERIAL DUMPED IN WATERS OF THE UNITED STATES OR WETLANDS IS SUBJECT TO U.S. CORPS OF ENGINEERS PERMITTING REGULATIONS. ANY MATERIAL BURIED OR STOCKPILED BEYOND APPROVED CONSTRUCTION LIMITS WOULD REQUIRE ADDITIONAL ARCHAEOLOGICAL INVESTIGATIONS UNLESS BURIED IN A PREVIOUSLY APPROVED BORROW LOCATION.

12. EARTHWORK SHALL BE IN ACCORDANCE WITH SECTION 31 20 50.

13. STRIP AND STOCKPILE TOPSOIL WITHIN THE LIMITS OF DISTURBANCE.

14. TREES AND SHRUBS IN PUBLIC RIGHT-OF-WAY WHICH ARE IN DIRECT CONFLICT WITH PROPOSED NEW CONSTRUCTION SHALL BE REMOVED BY THE DESIGN-BUILDER WITH THE ENGINEER'S APPROVAL. TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH PROPOSED NEW CONSTRUCTION SHALL BE SAVED AND PROTECTED FROM DAMAGE.

15. AVOID REMOVAL OR TRIMMING OF ANY TREES OR SHRUBS WHERE POSSIBLE. WHERE THE DESIGN-BUILDER BELIEVES THE REMOVAL OR TRIMMING IS UNAVOIDABLE, THIS WORK SHALL BE COORDINATED WITH THE ENGINEER. TREE TRIMMING/REMOVAL SHALL BE COMPLETED IN ACCORDANCE WITH U.S FISH AND WILDLIFE SERVICE AND KANSAS DEPARTMENT OF WILDLIFE, PARKS, AND TOURISM RESTRICTIONS.

16. PRESERVE PROPERTY IRONS. RE-ESTABLISH ANY PROPERTY IRONS WHICH ARE DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. SUCH IRONS SHALL BE RE-ESTABLISHED BY A LICENSED LAND SURVEYOR IN ACCORDANCE WITH STATE LAWS.

17. THE OWNER SHALL FIELD LOCATE WATER VALVES ONE TIME DURING CONSTRUCTION WHEN REQUESTED BY THE DESIGN-BUILDER. IT SHALL BE THE DESIGN-BUILDER'S RESPONSIBILITY TO PRESERVE SUCH FIELD LOCATIONS DURING THE CONSTRUCTION PROCESS. WATER VALVES, VALVE BOXES OR FIRE HYDRANTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE DESIGN-BUILDER AT HIS OWN EXPENSE. VALVE BOXES AND WATER METERS WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO MATCH FIELD GRADES BY THE DESIGN-BUILDER.

18. LIMIT THE EXTENT OF TRENCH OPENINGS OVERNIGHT AND WEEKENDS TO LESS THAN 50 FEET.

19. THE DESIGN-BUILDER SHALL LAY A TRACER WIRE AND SET TEST STATIONS ALONG ALL PIPE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND TRACER WIRE DETAILS.

20. THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS IN ACCORDANCE WITH THE THRUST BLOCK DETAILS UNLESS AN INTEGRAL RESTRAINT SYSTEM IS UTILIZED.

21. DEFLECTIONS AT PIPE JOINT OR COUPLINGS SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDED MAXIMUM. WHERE DEFLECTIONS ARE GREATER THAN THE MAXIMUM ALLOWED, THE DESIGN-BUILDER SHALL UTILIZE LONG SLEEVE OR MULTIPLE JOINTS.

22. ANY EXISTING JOINT EXPOSED DURING EXCAVATION SHALL BE REPLACED IF WITHIN FOUR FEET OF PROPOSED JOINT.

23. PROTECT FROM DAMAGE AND SUPPORT EXISTING UTILITIES THROUGH CONSTRUCTION AS APPROVED BY THE UTILITY OWNER AND THE ENGINEER.

24. MAINTAIN UNINTERRUPTED UTILITY SERVICE TO ADJACENT FACILITIES DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY OWNER.

25. WRITTEN REQUEST TO THE OWNER WILL BE REQUIRED 72 HOURS PRIOR TO A SCHEDULED UTILITY OUTAGE. THE FIRE DEPARTMENT MUST BE NOTIFIED OF ANY FIRE HYDRANTS OR WATER MAINS TAKEN OUT OF SERVICE.

26. GIVE ALL PROPERTY OWNERS AND/OR TENANTS OF DEVELOPED PROPERTY ABUTTING THE CONSTRUCTION OF THIS PROJECT A MINIMUM OF TEN (10) DAYS NOTICE PRIOR TO START OF CONSTRUCTION.

27. EASEMENTS AND RIGHTS-OF-WAY PROVIDED BY THE OWNER FOR THE PROJECT ARE SHOWN ON THE DRAWINGS. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ANY ADDITIONAL TEMPORARY EASEMENTS OR RIGHTS-OF-WAY DESIRED TO USE IN COMPLETING THE WORK.

28. IF TRAFFIC WILL BE IMPACTED BY CONSTRUCTION, A TRAFFIC CONTROL PLAN MUST BE SUBMITTED AND APPROVED BY THE CITY TRAFFIC ENGINEER AT TRAFFIC@WICHITA.GOV BEFORE CONSTRUCTION CAN BEGIN. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL MEASURES TO FACILITATE CONSTRUCTION. ALL CONSTRUCTION ZONE MARKINGS AND SIGNAGE SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS PUBLISHED BY THE US DEPT. OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

29. CONTAIN OPERATIONS TO PERMIT LOCAL AND EMERGENCY TRAFFIC THROUGH AND ACROSS CONSTRUCTION AT ALL TIMES. THE DESIGN-BUILDER SHALL UTILIZE WARNING SIGNS, FLASHING LIGHTS, BARRICADES, AND FLAGMEN IN COMPLIANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

30. MINIMUM DEPTH OF BURY IS 36-INCHES UNLESS NOTED OTHERWISE.

RESTORATION, EROSION AND SEDIMENT CONTROL NOTES:

1. ALL AREAS DISTURBED DURING CONSTRUCTION THAT WILL NOT BE UNDER PROPOSED PAVEMENT SHALL BE RESTORED TO MATCH EXISTING CONDITIONS.

2. RESTORE ALL DITCHES, SWALES, ROAD SHOULDERS, AND BANKS TO THEIR ORIGINAL SLOPES AND GRADES EXCEPT AS SHOWN OTHERWISE. WHERE EXISTING ENTRANCE PIPE, DRAINAGE PIPE, SIGNS, FENCES, LANDSCAPING, ETC., CONFLICT WITH THE PROPOSED WORK HEREIN, THEY SHALL BE REMOVED AND REPLACED OR RESET, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

3. RESTORE TOPSOIL AND SEED ALL AREAS DISTURBED DURING CONSTRUCTION UNLESS DESIGNATED TO RECEIVE OTHER SURFACING.

4. INSTALL AND/OR MAINTAIN EROSION CONTROL METHODS AS SPECIFIED ON THE PLANS. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL THROUGH THE COMPLETION OF THIS PROJECT. INSTALLATION OF THESE EROSION CONTROL DEVICES DOES NOT RELIEVE THE DESIGN-BUILDER OF THE RESPONSIBILITY OF ABATING SOIL EROSION.

5. TAKE CARE TO PREVENT SILT AND DEBRIS FROM ENTERING ANY STORM DRAINAGE SYSTEM DURING CONSTRUCTION. PIPES OR STRUCTURES WHICH CONTAIN MATERIALS FROM THE DESIGN-BUILDER'S ACTIVITIES SHALL BE THOROUGHLY CLEANED BY THE DESIGN-BUILDER.

6. ALL GRASSED AREAS DISTURBED BY CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REPLANTED WITH GRASS AND FERTILIZED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. EXISTING GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLANTED WITH THE SAME TYPE OF GRASS AS WAS REMOVED, UNLESS OTHERWISE SPECIFIED.

7. SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WITH TEMPORARY RYE GRASS. RYE GRASS SEED SHALL BE PLANTED AT A MINIMUM RATE OF SIX (6) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET. THIS TEMPORARY SEEDING MAY BE OMITTED ONLY IF PERMANENT SEEDING/SODDING IS APPLIED. TEMPORARY SEEDING OR PERMANENT SEEDING/SODDING SHALL BE APPLIED WITHIN 14 DAYS AFTER THE AREA HAS BEEN DISTURBED.

JASON LEE GARDER — LICENSED — 25101 — KANSAS — PROFESSIONAL ENGINEER

This Document has been digitally signed and sealed. 9/30/2021

no.	date	by	ckd	description
A	2/26/21	JLG	JLG	ISSUED FOR REVIEW
B	2/8/21	PTG	JLG	PACKAGE 4: ISSUED FOR Q4 REVIEW
C	9/22/21	PTG	JLG	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

BURNS McDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
LICENSE NO. E-65

date	detailed
MARCH 2, 2021	B. MADDOX
designed	checked
J. GARDER	D. HAUSER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
OFFSITE PIPING
GENERAL NOTES

project	contract
114461	

drawing **050G001** — rev. **C**

sheet of sheets

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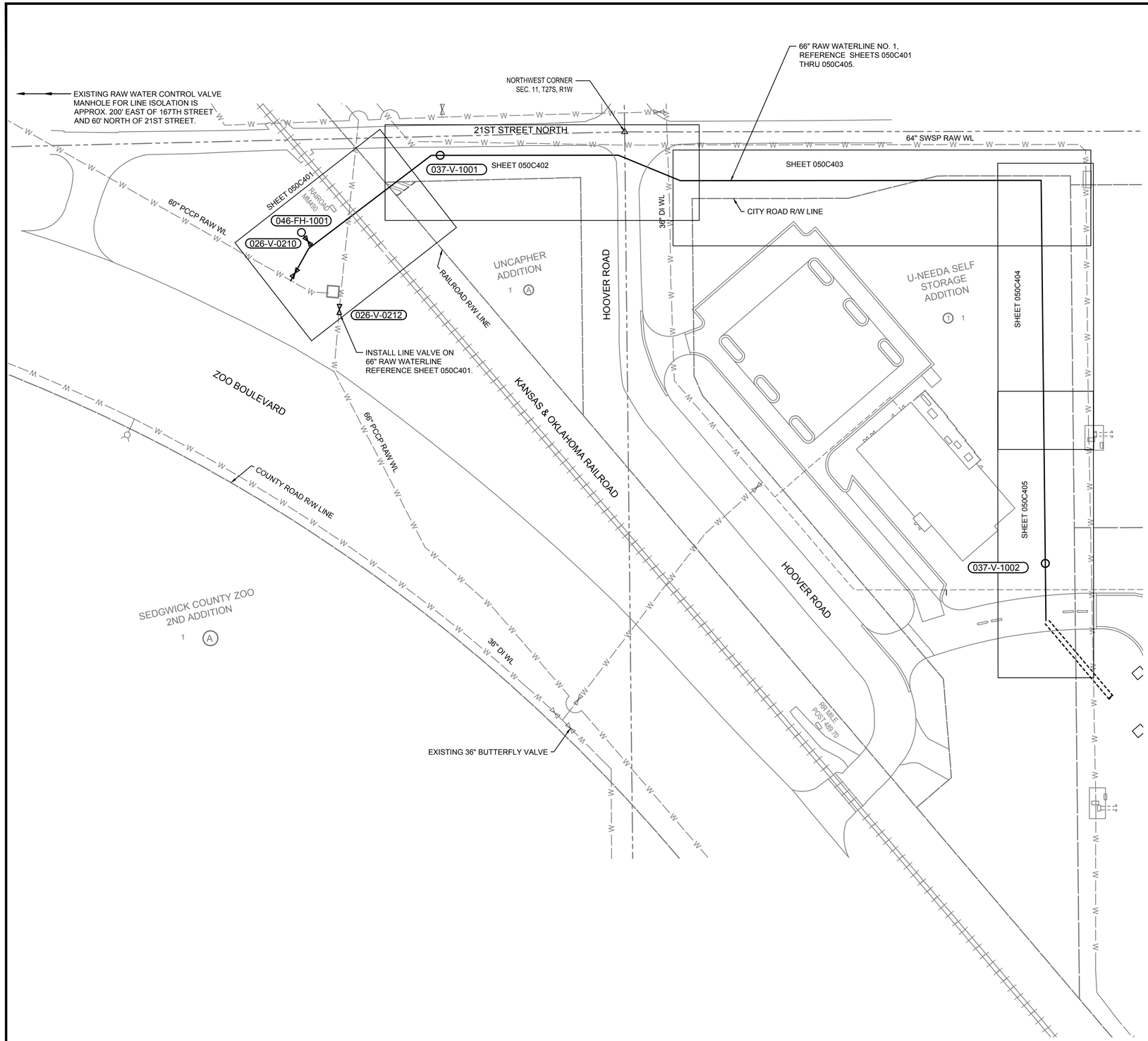


LEGEND

- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FLUSHING HYDRANT
- PROPOSED COMBINATION AIR VALVE ASSEMBLY IN VAULT
- PROPOSED SITE WATER
- PROPOSED WATERLINE EASEMENT

NOTES:

1. ALL 66" PIPE SHALL BE STEEL PIPE MEETING THE PROJECT SPECIFICATIONS AND SHALL UTILIZE RESTRAINED WELDED CONNECTIONS.
2. INSTALL PIPE MARKERS AT ALL DEFLECTIONS ALONG THE OFFSITE WATERLINES.

TAG NOTE:
FOR ALL TAGGED ITEMS ON WATERLINE PLAN SHEETS, THE LOCATION CODE NUMBER IS 3100 (PIPE), 3200 (VALVE), OR 3600 (HYDRANTS) AND THE FACILITY BACKBONE NUMBER IS NWW.

NORTH

0 60' 120'
SCALE IN FEET

no.	date	by	ckd	description
A	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
B	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
C	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
D	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

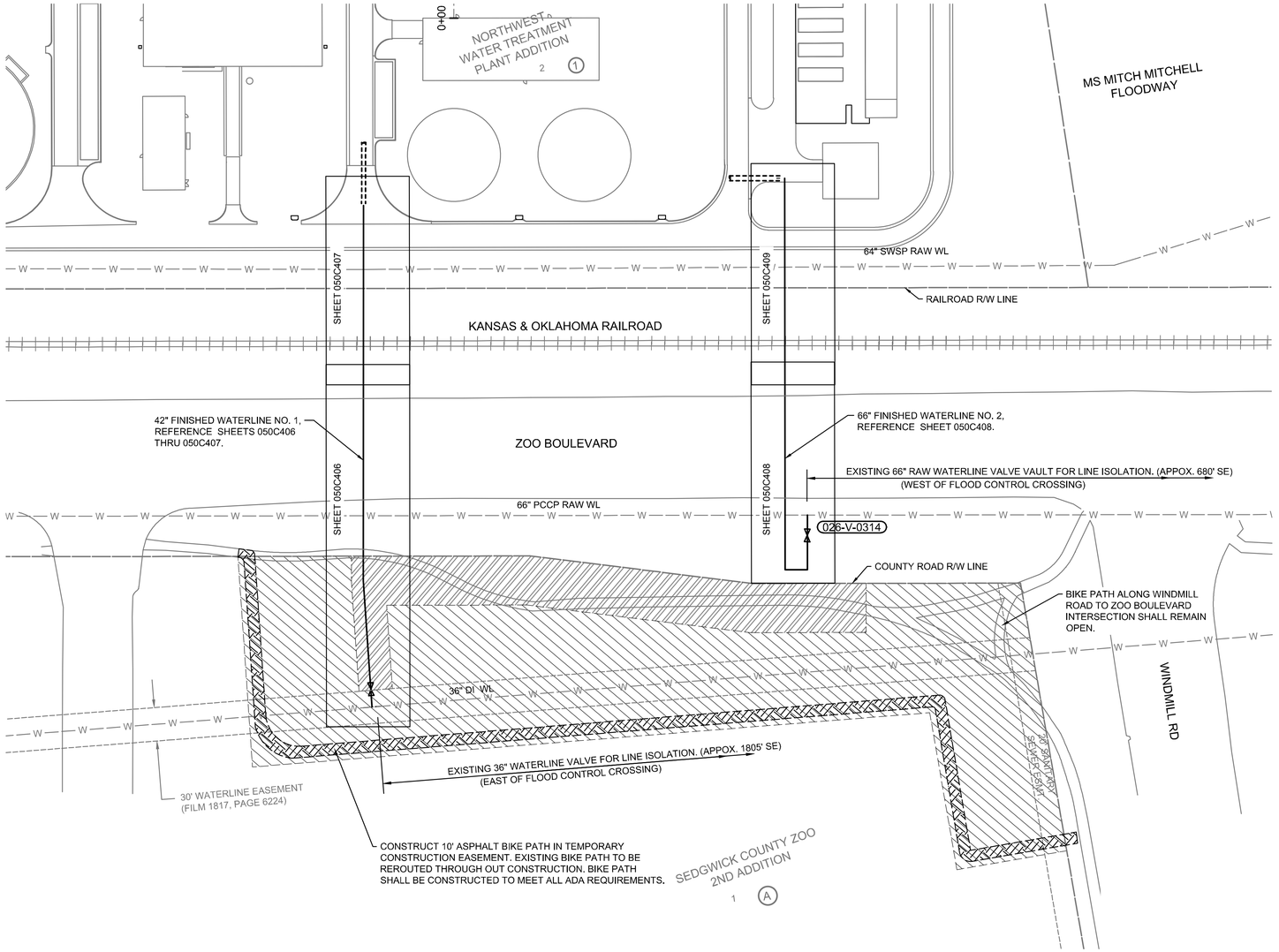
NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
RAW WATERLINE PLAN

project	contract
114461	

drawing	rev.
050C104	D

sheet	of	sheets
file	171350-009-050C104.dwg	

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



LEGEND

- EXISTING WATER MAIN
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- PROPOSED SITE WATER
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY BIKE PATH ROUTE

NOTES:

1. ALL 42" PIPE SHALL BE DUCTILE IRON MEETING THE PROJECT SPECIFICATIONS. MECHANICAL JOINT RESTRAINTS SHALL ONLY BE LOCATED AT FITTINGS OR APPURTENANCES. ALL PIPE JOINTS SHALL UTILIZE INTEGRAL RESTRAINT PIPE SUCH AS HP LOK PIPE BY U.S. PIPE, FLEX-RING PIPE BY AMERICAN, OR APPROVED EQUAL.

TAG NOTE:

FOR ALL TAGGED ITEMS ON WATERLINE PLAN SHEETS, THE LOCATION CODE NUMBER IS 3100 (PIPE), 3200 (VALVE), OR 3600 (HYDRANTS) AND THE FACILITY BACKBONE NUMBER IS NWW.

NORTH

0 60' 120'
SCALE IN FEET

no.	date	by	ckd	description
A	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
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D	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

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316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
FINISHED WATERLINES PLAN

project	contract
114461	

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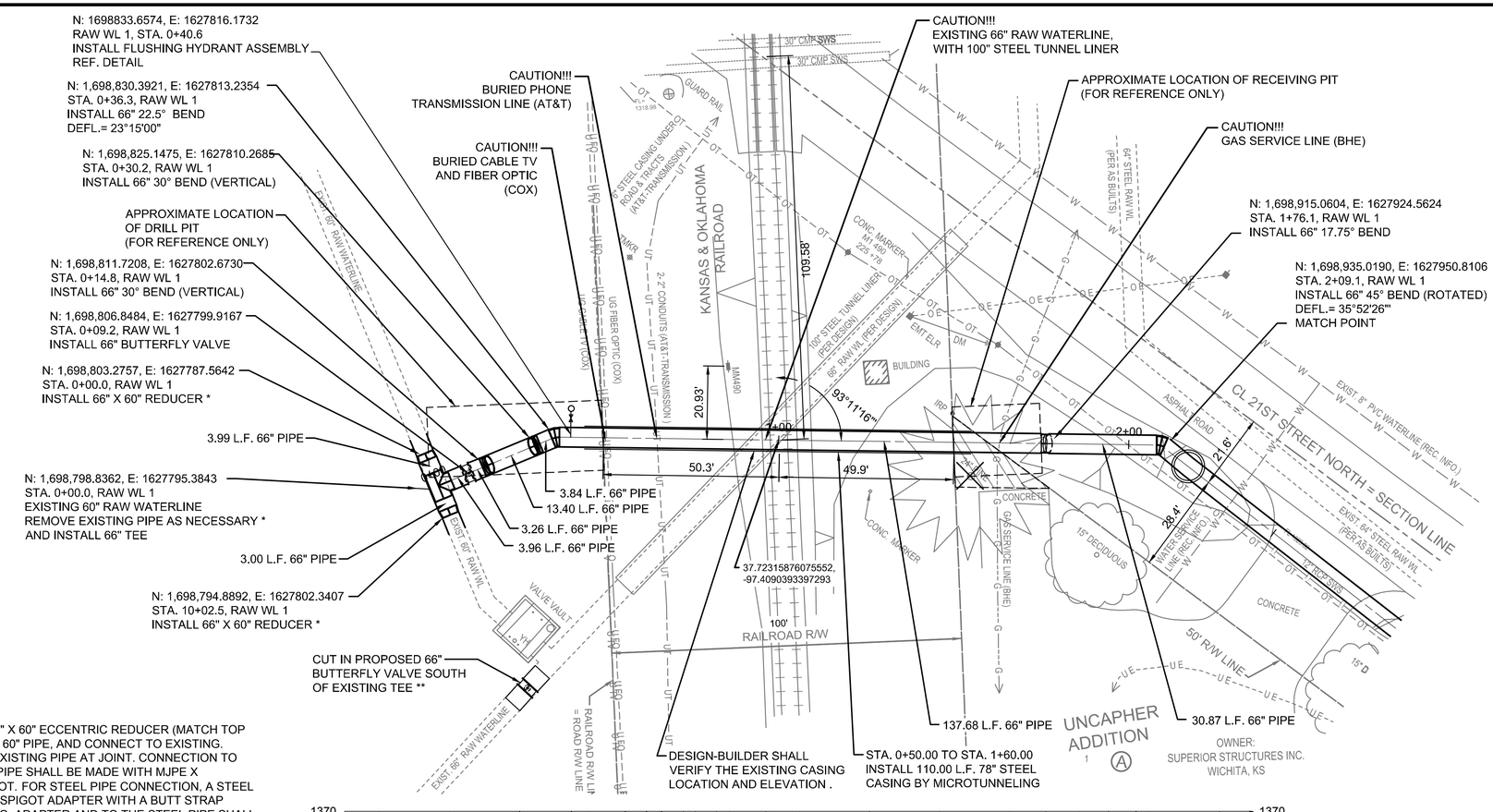
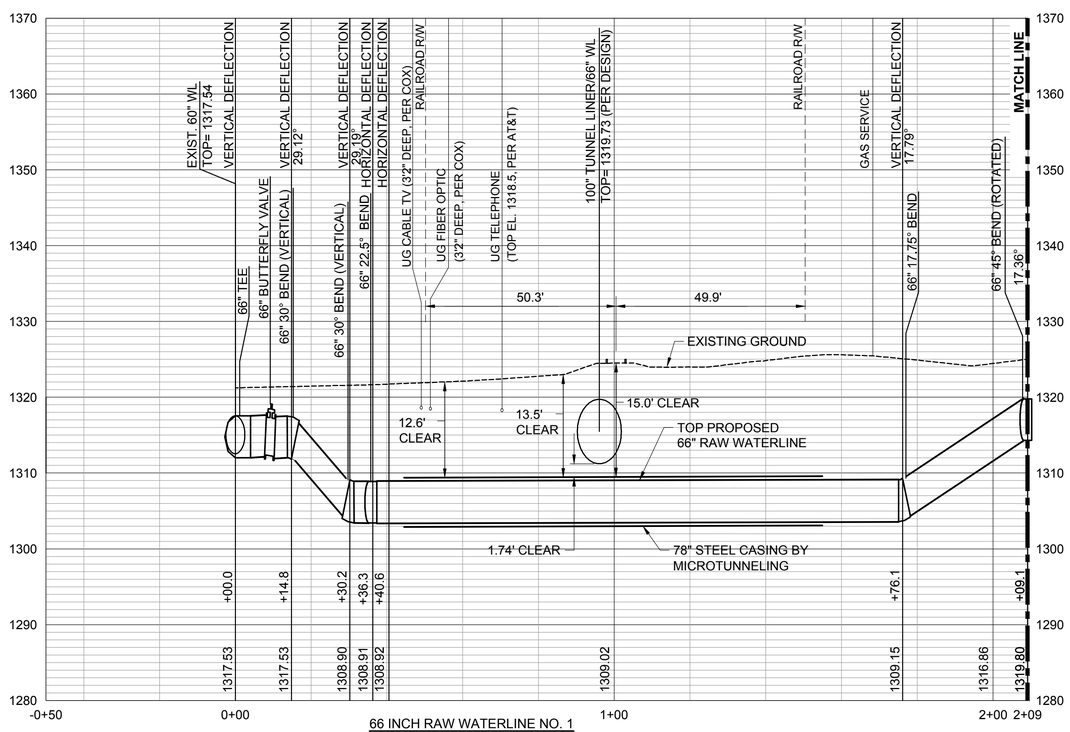


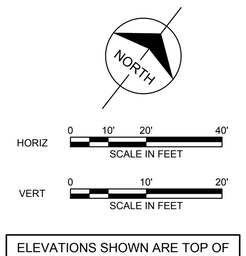
* INSTALL 66" X 60" ECCENTRIC REDUCER (MATCH TOP OF PIPES), 60" PIPE, AND CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE X BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE X BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL PIPE SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.

** INSTALL 66" PIPE TO CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE x BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE x BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.



66 INCH RAW WATERLINE NO. 1

X = INDICATES TREE TO BE REMOVED



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

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wichita WATER PARTNERS

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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
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LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH RAW WATERLINE NO. 1

project	contract
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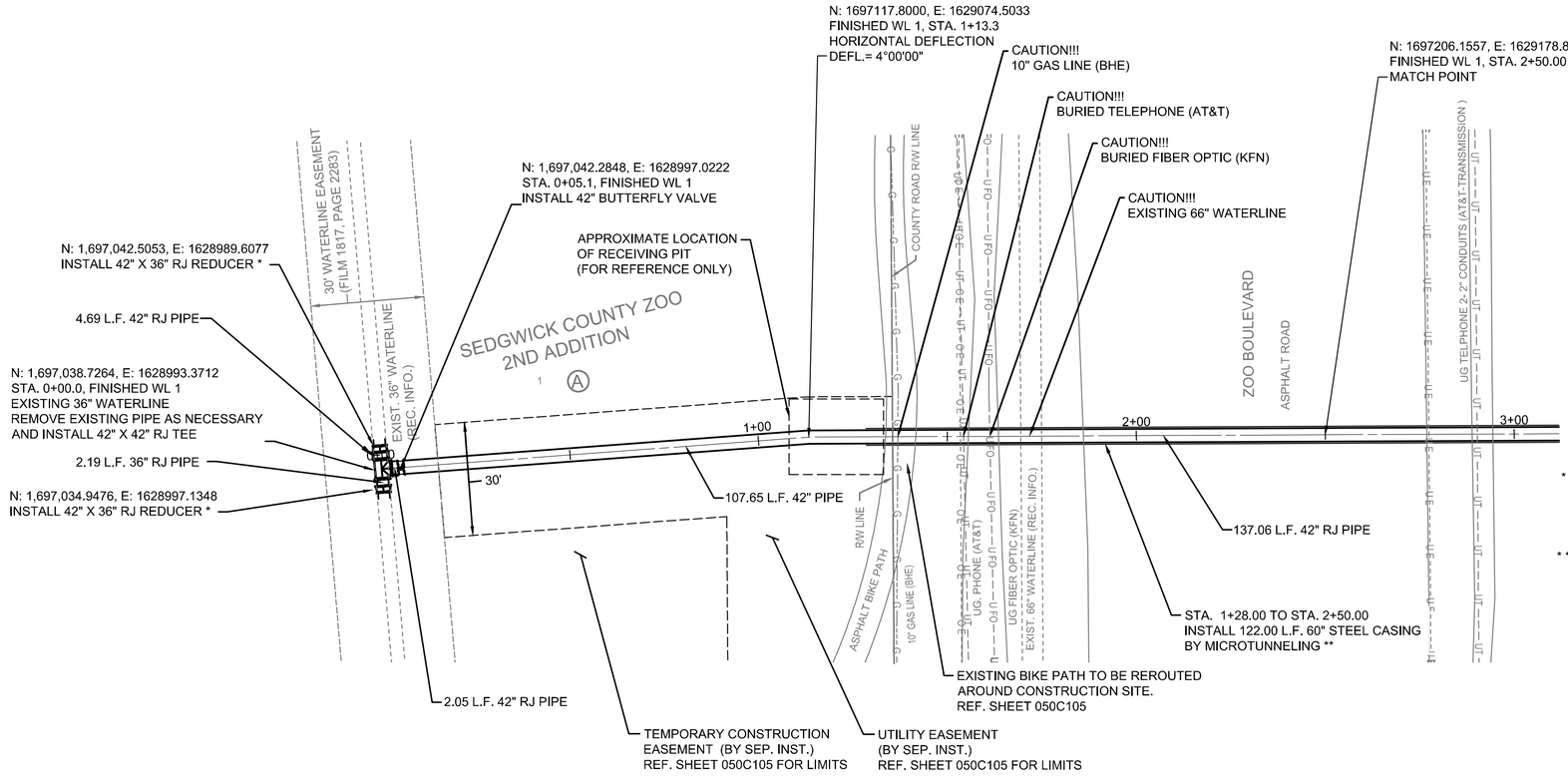
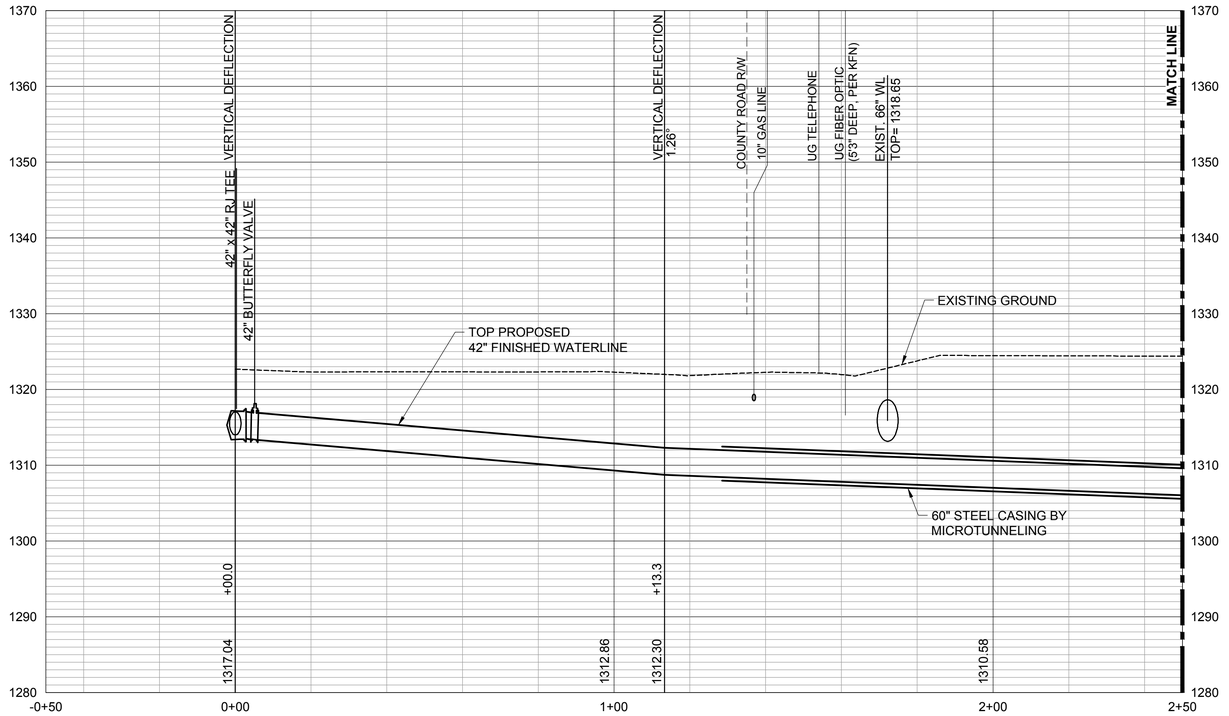
TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER

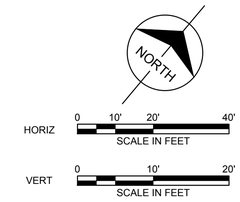


* INSTALL 42" X 36" RJ ECCENTRIC REDUCER (MATCH TOP OF PIPES), RJ 36" PIPE, AND CONNECT TO EXISTING. RESTRAIN DI PIPE TO EXISTING PIPE WITH MEGALUG OR APPROVED EQUAL. REPLACE EXISTING PIPE AS NECESSARY.

* * INSTALL TW0 - 2" FIBER OPTIC CONDUITS INSIDE STEEL CASING. REF. DETAIL, SHEET 560C701.



42" FINISHED WATERLINE 1



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

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PRELIMINARY - NOT FOR CONSTRUCTION

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303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY

SITE - CIVIL

42 INCH FINISHED WATERLINE NO. 1

project	contract
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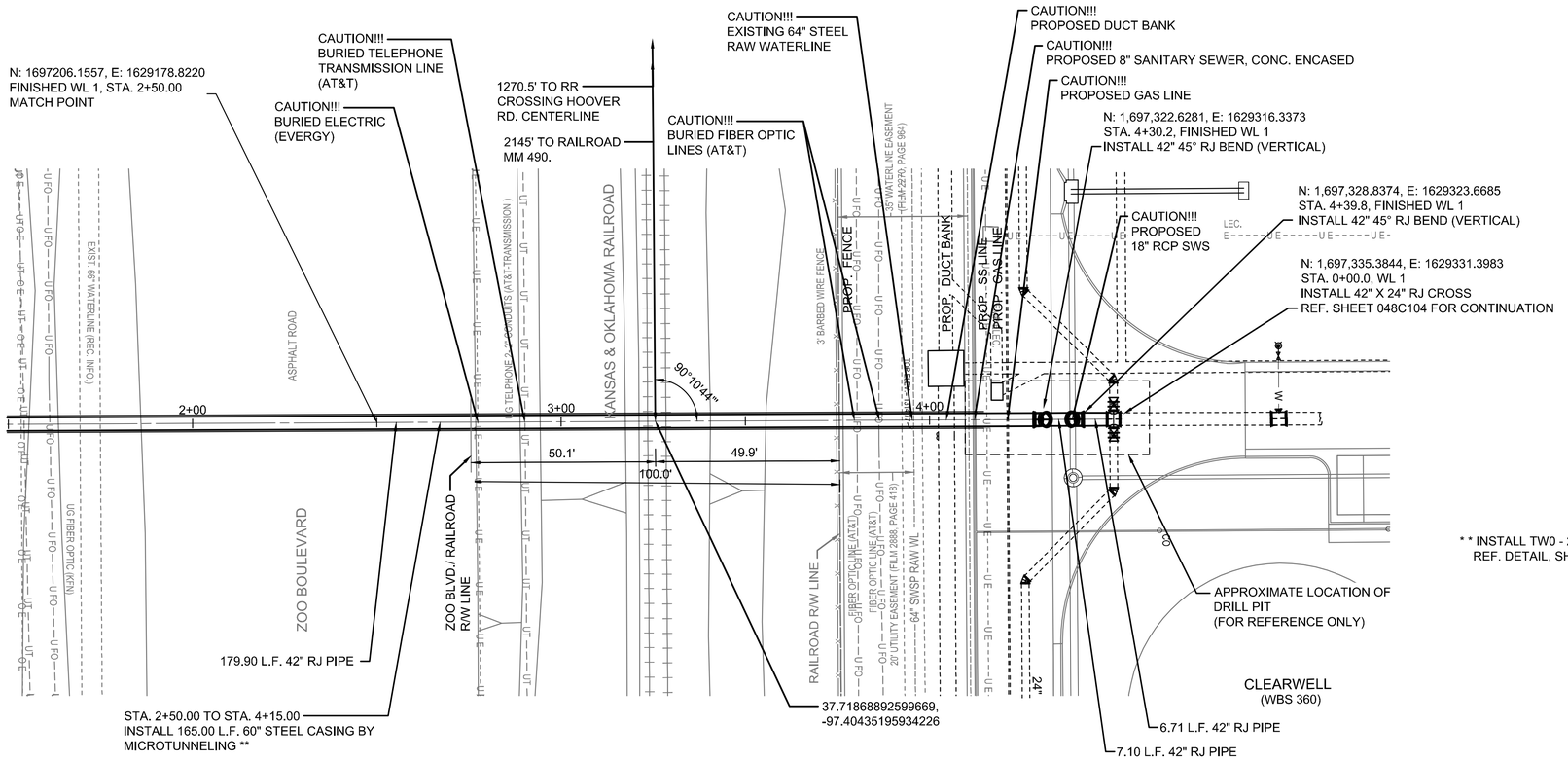
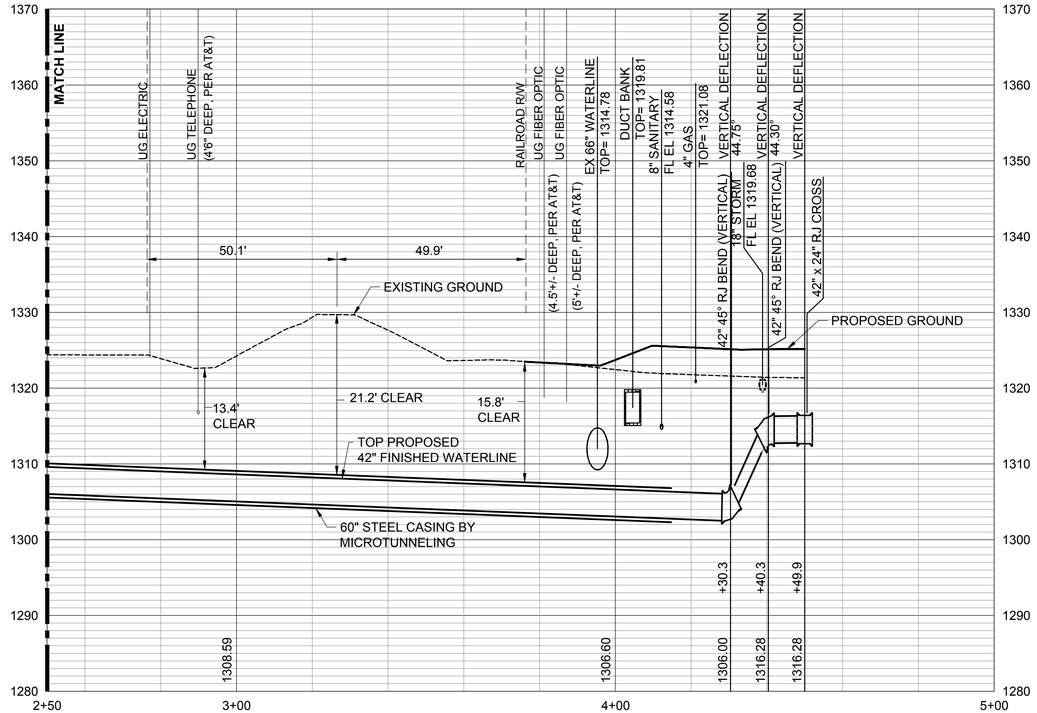
TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



* * INSTALL TW0 - 2" FIBER OPTIC CONDUITS INSIDE STEEL CASING.
REF. DETAIL, SHEET 560C701.



42" FINISHED WATERLINE 1

STATION	BEND	DEFLECTION
4+30.3	45°	46°55'44" VERTICAL
4+40.3	45°	45°47'28" VERTICAL

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

NORTH

HORIZ 0 10' 20' 40' SCALE IN FEET

VERT 0 10' 20' SCALE IN FEET

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
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PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
42 INCH FINISHED WATERLINE NO. 1

project	contract
114461	

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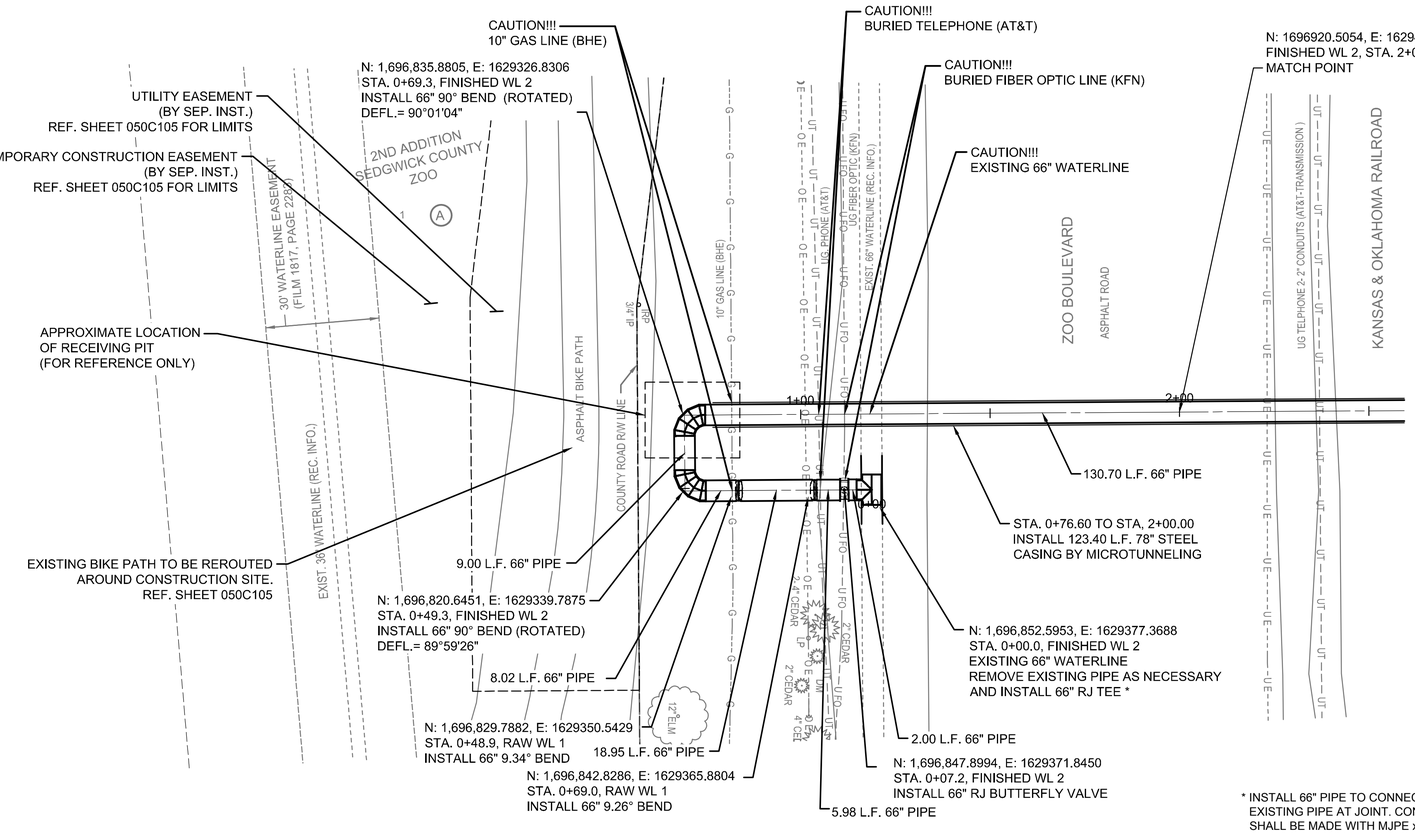
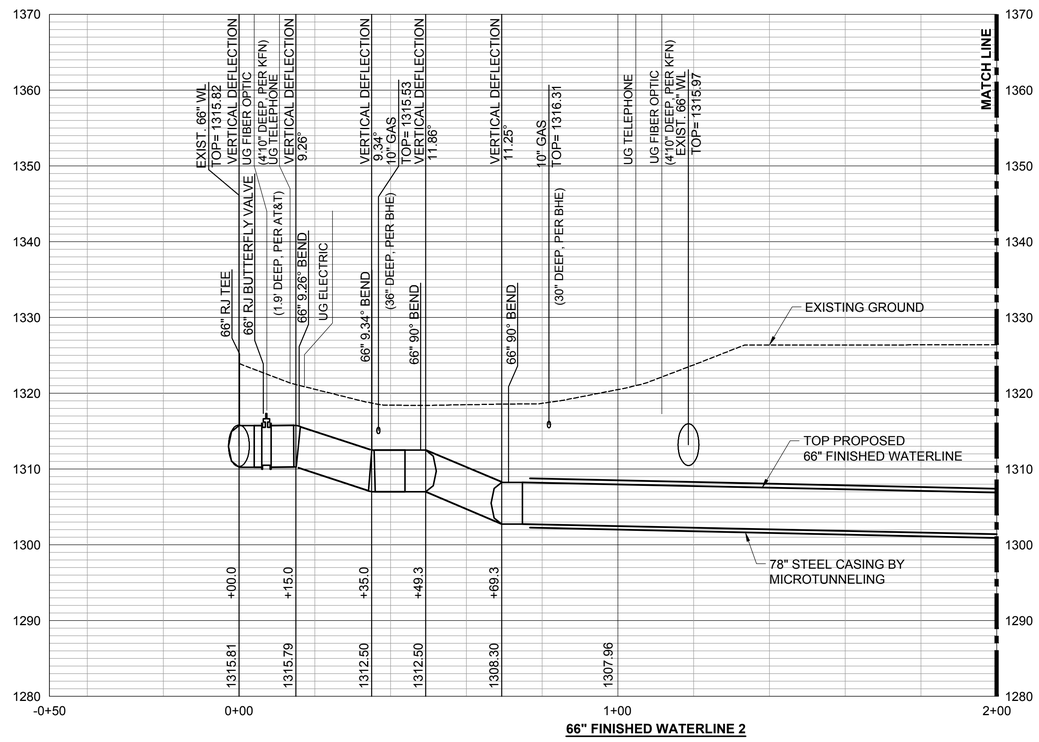
TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER





66" FINISHED WATERLINE 2

* INSTALL 66" PIPE TO CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE x BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE x BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.

NORTH

HORIZ 0 10' 20' 40' SCALE IN FEET

VERT 0 10' 20' SCALE IN FEET

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

WICHITA WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH FINISHED WATERLINE NO. 2

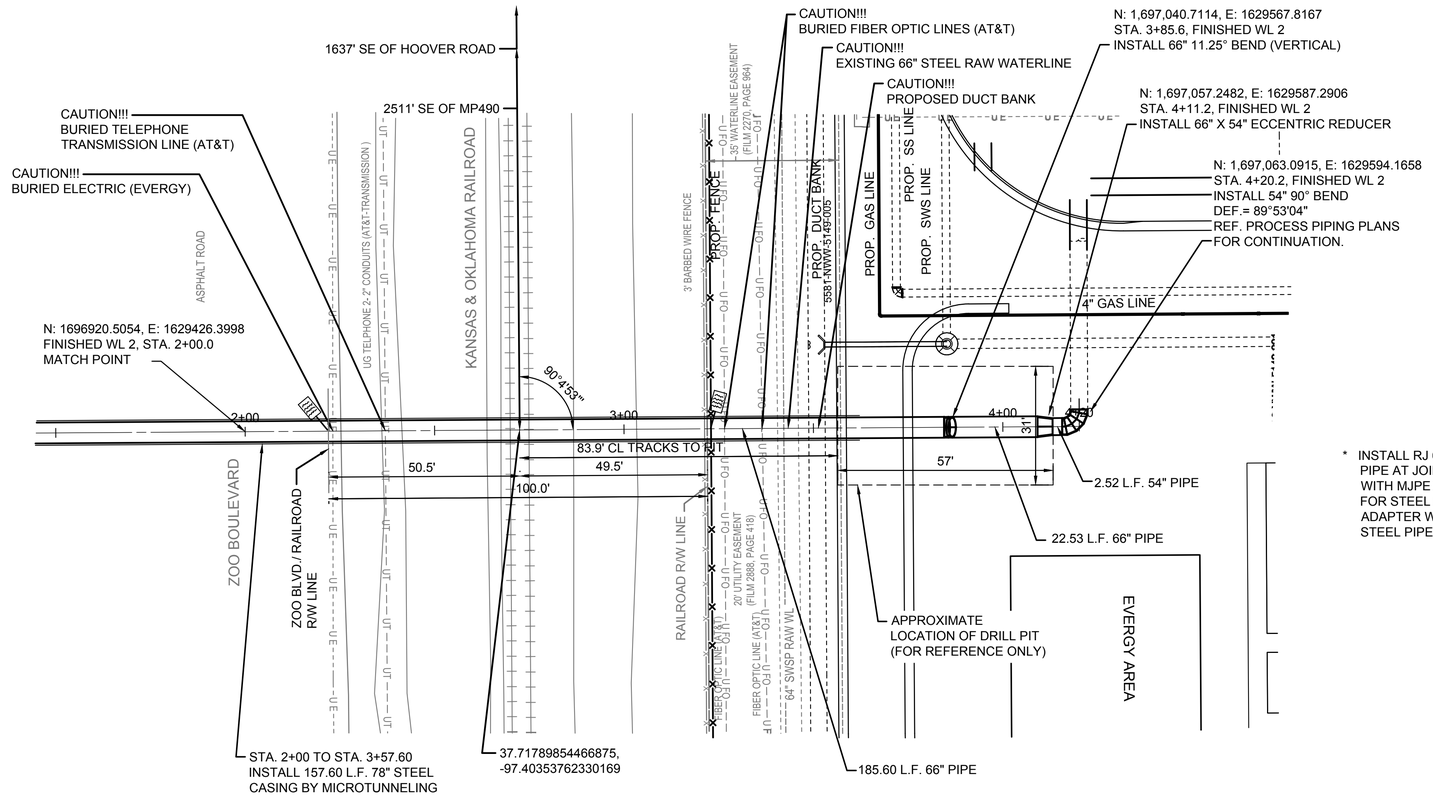
project	contract
114461	

drawing **050C408** rev. **F**

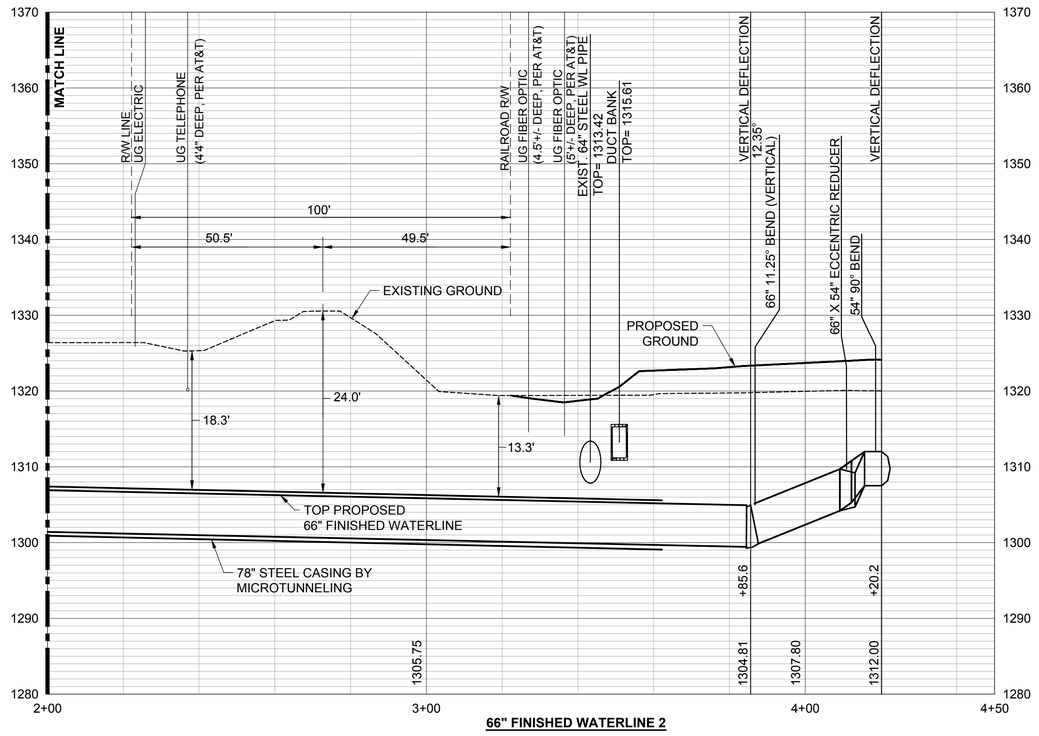
sheet of sheets

file 171350-009-050C408.dwg

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



* INSTALL RJ 66" PIPE AND CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE X BELL/SPIGOT.
FOR STEEL PIPE CONNECTION, A STEEL PE X BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL PIPE SHALL BE USED



66" FINISHED WATERLINE 2

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

DESIGNATES LOCATION OF WATERLINE WARNING SIGN. (2 REQUIRED THIS SHEET) SEE DETAIL, 050C401.

no.	date	by	ckd	description
0	11/12/21	CSL	TBK	PACKAGE 4: ISSUED FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH FINISHED WATERLINE NO. 2
SHEET 2

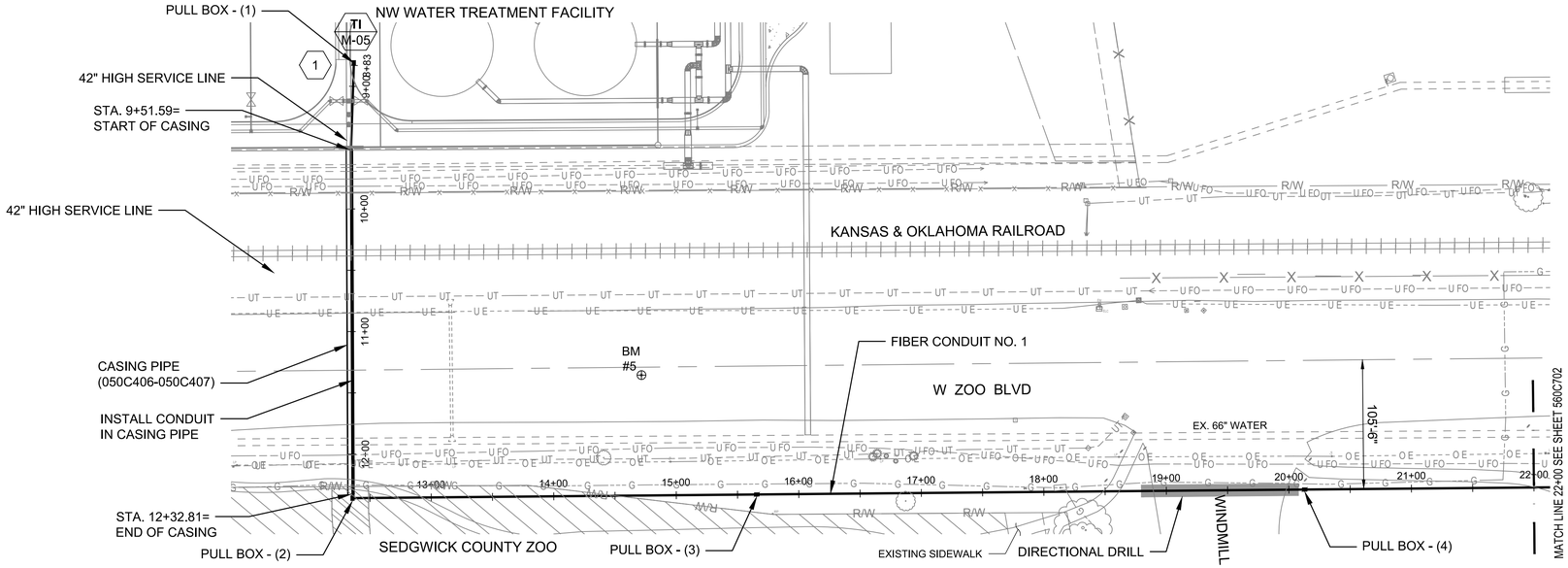
project	contract
114461	

drawing **050C409** rev. **0**

sheet of sheets

file 171350-009-050C409.dwg

TREVOR KAUFMAN LICENSED 26008 11/18/2021 KANSAS PROFESSIONAL ENGINEER



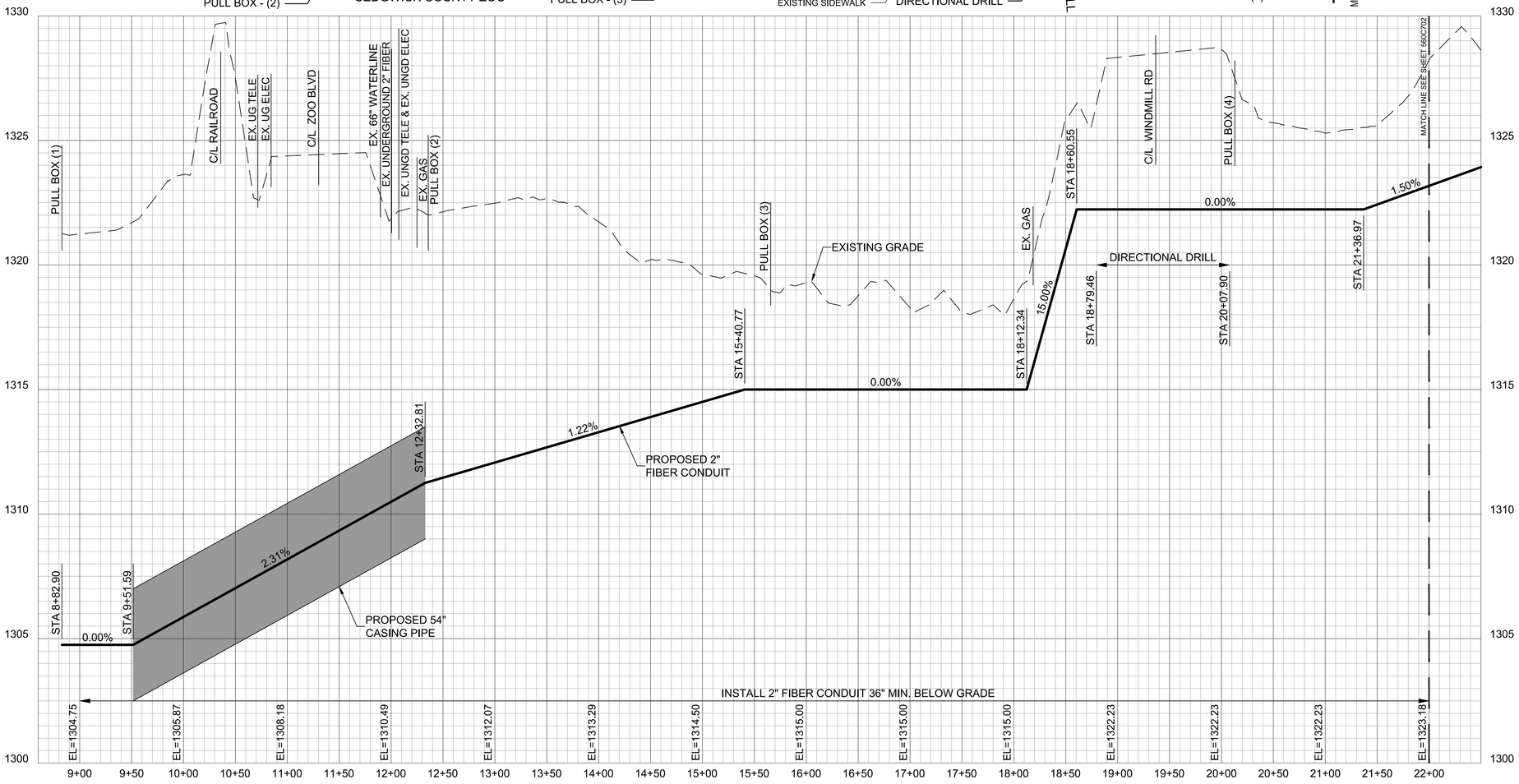
KEYED NOTES:

1. LOCATE AND EXCAVATE THE EXISTING 1 1/4" CONDUIT ON TOP OF THE 66" WATERLINE. CUT THE CONDUIT AND ROUTE THE ENDS INTO NEW PULL BOX 1. PULL BOX 1 WILL CONTAIN BOTH FIBER LINE NO. 1 AND FIBER LINE NO. 2. FIBER LINE NO. 1 AND FIBER LINE NO. 2 WILL BE ROUTED TO THE NWWTF OPERATIONS BUILDING THROUGH SEPARATE CONDUITS. PULL BOX 1 WILL BE THE TRANSITION POINT FROM THE OFFSITE FIBER PROJECT TO THE NWWTF PROJECT.

NORTH

HORIZONTAL 0 30' 60' 120' SCALE IN FEET

VERTICAL 0 1.25' 2.5' 5' SCALE IN FEET



FIBER CONDUIT NO. 1

no.	date	by	ckd	description
A	02/09/21	JWC	MAB	ISSUED FOR 30% REVIEW
B	03/12/21	JWC	MAB	ISSUED FOR 30% SUBMITTAL
C	03/26/21	JWC	MAB	ISSUED FOR 30% SUBMITTAL
D	05/07/21	JWC	MAB	ISSUED FOR 60% REVIEW
E	05/21/21	RWB	MAB	ISSUED FOR 60% SUBMITTAL
F	08/02/21	JWC	MAB	PACKAGE 4: ISSUED FOR Q4 REVIEW
G	09/22/21	JWC	MAB	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

MKEC
Wichita, KS • 316.684.9600
LICENSE NO. E-249

date	detailed
JAN. 25, 2021	J. CODY
designed	checked
K. AYOTTE	K. GRAHAM

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
OFFSITE FIBER
FIBER CONDUIT 1
STA. 8+82.90 TO STA. 22+00.00

project 114461 | contract

drawing **560C701 –** rev. **G**

sheet of sheets

file 114461_560_C701.dwg

MARK ALAN BUCKINGHAM LICENSED 16472 KANSAS PROFESSIONAL ENGINEER

558

DIVISION 31 - EARTHWORK

SECTION 31 20 50 – SITE PREPARATION AND EARTHWORK – REV 6

SECTION REVISION STATUS

Rev No.	Date	By	Description
0	11/12/2020	J. Garder	Package 1 - Issued for Construction
1	12/18/2020	J. Garder	Revised testing requirements and acceptability of in situ material
2	1/13/2021	J. Garder	Added Paragraph '2.08 Filter Fabric'
3	2/11/2021	J. Garder	Issued for Owner Package 2/3 Review
4	3/18/2021	J. Garder	Package 2 - Issued for Construction
5	5/14/2021	J. Garder	Package 3 - Issued for Construction
6	7/29/2021	J. Garder	Package 4 - Issued for Q4 Review
	9/22/2021	J. Garder	Package 4 - Issued for Owner Review

SECTION CERTIFICATION

This Document has been digitally signed and sealed.
9/30/2021

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.02 SUMMARY:

A. This Section includes:
   1. All subgrade preparation.
   2. Excavating.
   3. Trenching.
   4. Filling.
   5. Embankment construction.
   6. Backfilling including controlled low-strength material (CLSM).
   7. Compacting.
   8. Grading.
   9. Riprapping.
   10. Topsoiling.
   11. All related items necessary to complete the Work indicated or specified.

1.03 REFERENCE STANDARDS:

A. Applicable Standards:
   1. ASTM International (ASTM):
      a. ASTM C33 – Standard Specification for Concrete Aggregates.
      b. ASTM C88 – Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
      c. ASTM C127 – Standard Test Method for Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
      d. ASTM C131 –Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
      e. ASTM C144 – Standards Specification for Aggregate for Masonry Mortar.
      f. ASTM C939 – Standard Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method).
      g. ASTM D422 – Standard Test Methods for Particle-Size Analysis of Soils.
      h. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
      i. ASTM D1241 – Standard Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses.
      j. ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil In-place by the Sand Cone Method.
      k. ASTM D2167 – Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
      l. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes.
      m. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
      n. ASTM D4355 – Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc-Type Apparatus.

o. ASTM D4491 – Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
p. ASTM D4533 – Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
q. ASTM D4546 – Standard Test Methods for One-Dimensional Swell or Collapse of Soils.
r. ASTM D4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
s. ASTM D4751 – Standard Test Methods for Determining Apparent Opening Size of a Geotextile.
t. ASTM D4832 – Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
u. ASTM D6241 – Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
v. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

2. Occupational Safety and Health Administration (OSHA):
   a. 29 CFR Part 1926 - Safety and Health Regulations for Construction.
3. Standard Specifications for Road and Bridge Construction, State of Kansas, Latest Edition.
4. Standard Specifications for the Construction of Public Works Projects, City of Wichita, Latest Edition.

1.04 SUBMITTALS:

A. Submit as specified in procurement documents.
B. Includes, but not limited to, the following:
   1. Test results from laboratory testing of proposed borrow material.
   2. Test results from laboratory testing of granular material.
   3. Test results from laboratory testing of CLSM.
   4. Dewatering Plan (where required).
   5. Sheeting and Shoring Excavation Plan (where required).
   6. Spoils management plan (where required)

1.05 QUALITY ASSURANCE:

A. Sampling and Testing:
   1. Tests to determine conformance with all requirements of this Specification for quality and properties of all Design-Builder-secured materials, including borrow materials proposed for use, shall be performed by an independent, accredited, commercial laboratory retained and compensated by Design-Builder.
   2. When incorporating materials into the Project, quality control testing will be performed during construction by an accredited testing laboratory retained and compensated by Design-Builder.

1.06 PROJECT CONDITIONS:

A. Lines and grades shall be as indicated. Design-Builder will furnish benchmarks, base lines, and reference points as necessary to permit Design-Builder to lay out and construct the Work properly.
B. Carefully maintain all benchmarks, monuments, and other reference points and replace as directed by Engineer if disturbed or destroyed.

C. Disposition of Utilities:
   1. Existing underground utilities are shown on Contract Drawings using the best information available at the time of Drawing preparation. Design-Builder shall identify, locate and protect all underground utilities which may be affected by construction under this Contract before starting excavation or other Site construction activities which could damage existing utilities.
   2. Remove or relocate only as indicated, specified, or directed. Provide a minimum 48-hours' notice to Engineer and receive written notice to proceed by Design-Builder before interrupting any utility service.
   3. Adequately protect from damage all active utilities and remove or relocate only as indicated or approved by Engineer.
   4. Report to Design-Builder active, inactive, and abandoned utilities encountered in excavating and grading operations that are not indicated on Contract Drawings. Protect, remove, plug, or cap as directed by Engineer.
   5. Provide as-constructed Drawings of underground facilities either not shown or found at locations that differ from those shown on Contract Drawings to Design-Builder.

D. Survey Work, to accurately determine locations and elevations shall be performed during the course of construction by Professional Surveyor registered in the state of Kansas. Surveyor shall be retained and compensated by Design-Builder.

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED:

A. Suitable Materials: Materials suitable for use in embankment and fill include material that is free of debris, roots, organic matter, frozen matter, and which is free of stone having any dimension greater than 2 inches in areas requiring a high degree of compaction, or 4 inches in other embankment and fill areas:
   1. Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands generally exclusive of clayey and silty material with the following properties:
      a. Are free-draining.
      b. Impact compaction will not produce a well-defined moisture-density relationship curve.
      c. Maximum density by impact methods will generally be less than by vibratory methods.
      d. Generally less than 15% by dry weight of soil particles pass a No. 200 square-mesh sieve.
   2. Cohesive materials include materials made up predominately of silts and clays generally exclusive of sands and gravel with the following properties:
      a. Impact compaction will produce a well-defined, moisture-density relationship curve.
      b. Are not free draining.

B. Unsuitable Materials: Materials unsuitable for use in embankment and fill include all material that contains debris, roots (greater than 1" diameter or clumped equivalent), organic matter (in excess of 2% per SY), frozen matter, shale particles, or material containing gravel or stone with any dimension greater than 2 inches in areas requiring a high degree of compaction or 4 inches in other embankment and fill areas, or other materials that are determined by Engineer as too wet or otherwise unsuitable for providing a stable subgrade or stable foundation for structures.

C. Material used for embankment or fill:

1. For soils used below structural elements, such as footings, slabs, pavements, and mats, that portion of material passing the No. 40 square-mesh sieve shall have a liquid limit not exceeding 40 and a plasticity index not exceeding 25 when tested in accordance with ASTM D4318.

D. Waste Materials:
   1. Waste materials, as described for purposes of this Section, consist of unsuitable materials, excess suitable material, rock, demolition debris, and other materials considered unacceptable for use as fill, and which are not environmentally contaminated. Waste materials shall not include environmental pollutants, hazardous substances, contaminated products, by-products, samples, or waste materials of any kind that are regulated under environmental laws.
   2. Dispose of waste materials in accordance with Part 3.

2.02 BORROW MATERIALS:

A. Suitable fill materials, as defined herein, granular materials, and topsoil obtained from locations arranged for by Design-Builder (off the Site). Required to the extent sufficient suitable materials are not obtained from excavation and trenching.
B. Obtain, excavate, haul, handle, place, and compact borrow materials.
C. Borrow materials shall not exhibit characteristics of high shrink-swell potential as determined from Atterberg limit tests ASTM D4318 and/or swell tests ASTM D4546 unless otherwise specified herein.

2.03 GRANULAR MATERIAL:

A. Crushed stone or crushed gravel indicating a loss of not more than 15% after five cycles when tested for soundness with sodium sulfate as described in ASTM C88.
   1. Material shall be 'Type 1 Bedding Material' in accordance with section 801.2 of the City of Wichita Standard Specifications for the Construction of Public Projects.
   2. Material shall be crushed rock conforming to ASTM C-33, Gradation No. 67, and will meet all requirements for Portland Cement Concrete Pavement Coarse Aggregate, section 406.2, City of Wichita Standard Specifications for the Construction of Public Projects.
   3. Material shall be sourced from an approved supplier in accordance with Section 801 'Trench Excavation, Backfilling, and Compaction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   4. Use at all locations where granular material is required unless otherwise indicated or specified.
   5. Use as Pipe Bedding Material except as noted in Paragraph 2.03.B.
B. Pipe Bedding Material for exterior coated steel pipe
   1. Material shall be 'Sand' in accordance with section 801.2 of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   2. Material shall be clean washed sand with one-hundred percent (100%) passing the ¾" sieve, not more than twenty-five percent (25%) retained on a No. 4 sieve and not more than ten percent (10%) passing the No. 200 sieve.
C. Low Volume Change (LVC) Material
   1. Materials shall be free of organic matter and deleterious debris and have a maximum particle size of 1.5 inches. LVC materials are classified as materials having a plasticity index between 5 and 15, as defined by ASTM D-2487.
   2. Cohesionless soils, free of organic matter and deleterious debris and have a maximum particle size of 1.5 inches which have been classified as non-plastic, may be used

provided they can be placed in a manner such that the material is confined on all sides during placement and compaction.

2.04 EMBANKMENT AND FILL MATERIAL:

A. Shall meet the requirements of 2.01 of this Section.

2.05 TRENCH OR SUBGRADE STABILIZATION MATERIAL:

A. Granular material as specified or conform to ASTM D1241, Gradation A or B, well-graded, with not more than 10% passing No. 200 sieve.

2.06 RIPRAP:

A. Riprap Material:
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   2. As indicated on the Drawings.

B. Filter Materials:
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

2.07 CONTROLLED LOW-STRENGTH MATERIAL (CLSM):

A. Materials:
   1. In accordance with Section 306 'Flowable Fill' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

B. Mix Design:
   1. Mix design for CLSM shall be in accordance with the requirements of Section 801 'Trench Excavation, Backfilling, and Compaction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

2.08 FILTER FABRIC

A. Geotextile Fabric shall be a nonwoven fabric consisting of continuous chain polymeric filaments or yarns of polyester, or polypropylene formed into a stable network by needle punching.

B. Geotextile Fabric shall be resistant to mildew and rot, ultraviolet radiation, insects and rodents.

C. Geotextile Fabric shall conform to the following minimum requirements which shall be the minimum average roll values for the roll of geotextile:
   1. Grab Tensile Strength: 120 lbs. as determined by ASTM D4632.
   2. Grab Tensile Elongation: 50% as determined by ASTM D4632.
   3. Trapezoid Tear Strength: 50 lbs. as determined by ASTM D4533.
   4. CBR Puncture Strength: 310 lbs. as determined by ASTM D6241.
   5. Apparent Opening Size: No. 70 sieve as determined by ASTM D4751.
   6. Permittivity: 1.7 sec^{-1} as determined by ASTM D4491
   7. Flow Rate: 110 $gal/min/ft^2$ as determined by ASTM D4491.
   8. UV Resistance (at 500 hours): 70% strength retained as determined by ASTM D4355.

PART 3 - EXECUTION

3.01 EXCAVATION AND TRENCHING:

A. Sheeting and Bracing:

1. Design, furnish, place, maintain, and subsequently remove, to extent required, a system of temporary supports for cut and cover, open cut, or trench excavations, including bracing, dewatering, and associated items to support sides and ends of excavations where excavation slopes might endanger in-place or proposed improvements, extend beyond construction right-of-ways, or as otherwise specified or indicated.
2. Provide all materials on Site prior to start of excavation in each section, and make such adjustments as are required to meet unexpected conditions.
3. Space and arrange sheeting and bracing as required to exclude adjacent material and according to stability of excavation slopes.
4. Assess existing conditions including adjacent property and possible effects of proposed temporary works and construction methods; and select and design such support systems, methods, and details as will assure safety to the public, adjacent property, and the completed Work.
5. Use caution in areas of underground facilities, which shall be exposed by hand or other excavation methods acceptable to Design-Builder or Owner.
6. Perform sheeting, shoring, and bracing in accordance with safety and protection requirements of the Contract Documents. Inasmuch as earth retaining structures are required, whether temporary or permanent, these structures will be designed and stamped by a Professional Engineer registered in the state of Kansas in conformance with OSHA 29CFR1926.65.
7. Provide sheeting, shoring, and bracing for trench excavation in subgrade of excavation when required to prevent movement of the main excavation support system.
8. Provide shoring, sheeting, and bracing as indicated or as needed to meet the following requirements:
    a. Prevent undermining and damage to all structures, buildings, underground facilities, pavements, and slabs.
    b. Perform excavations with vertical banks where necessary for construction activities or as indicated, and also within all limits of excavation noted on Drawings.
    c. Design excavation support system and components to support lateral earth pressures, unrelieved hydrostatic pressures, utility loads, traffic and construction loads, and building and other surcharge loads to allow safe and expeditious construction of permanent structures without movement or settlement of the ground, and to prevent damage to or movement of adjacent buildings, structures, underground facilities, and other improvements. Design shall account for staged removal of bracing to suit the sequence of concrete placement for permanent structures and backfill.
    d. Except as otherwise specified herein, shoring and sheeting materials may be extracted and reused at Design-Builder's option; however, Design-Builder shall remove and replace any existing structure or underground facility damaged during shoring and sheeting. Remove sheeting and bracing as backfill progresses. Fill voids left after withdrawal with sand or other material approved by Engineer.
9. Provision for Contingencies:
    a. Performance of components of the support system shall be monitored for both vertical and horizontal movement daily.
    b. Provide a contingency plan or alternative procedure for implementation, if system does not adequately perform.
    c. Keep materials and equipment necessary to implement the contingency plan readily available.

B. Explosives:
   1. Blasting will not be permitted.
C. Excavation for Structures:
   1. Excavate area adequate to permit efficient erection and removal of forms.
   2. Trim to neat lines where details call for concrete to be deposited against earth.
   3. Excavate by hand in areas where space and access will not permit use of machines.
   4. Notify Engineer immediately when excavation has reached the depth indicated.
   5. Overexcavate and replace any localized zones of excessively wet, unstable, organic, yielding, or low bearing capacity materials as directed by Engineer. Restore bottom of excavation to proper elevation with compacted granular material in areas overexcavated.
   6. Top with concrete seal coat where indicated and where required to provide satisfactory subgrade for structural base slabs.
D. Trenching for Underground Utilities:
   1. Side Walls:
      a. Make vertical or sloped within specified trench width limitations below a plane 12 inches above top of pipe.
      b. Make vertical or stepped as required for stability, above a plane 12 inches above top of pipe.
      c. Excavate without undercutting sidewalls.
   2. Trench Depth:
      a. Excavate to depth sufficient to provide the minimum bedding requirements for the pipe being placed.
      b. Do not exceed that indicated where conditions of bottom are satisfactory.
      c. Increase depth as necessary to remove unsuitable supporting materials.
   3. Trench Bottom:
      a. Protect and maintain when suitable natural materials are encountered.
      b. Remove rock fragments and materials disturbed during excavation or raveled from trench walls.
      c. Restore to proper subgrade with trench stabilization material when overexcavated.
   4. Trench Width:
      a. Excavate trench to a width which will permit satisfactory jointing of pipe and thorough tamping of bedding and backfill as shown on the Drawings.
   5. Fill and Embankment Areas: Perform trenching only after compacted fill or embankments have reached an elevation of not less than 1 ft. above top of pipe.
E. Dewatering (General Facility):
   1. Control grading around excavations to prevent surface water from flowing into excavation areas.
   2. Drain or pump as required to continually maintain, including days not normally worked, all excavations free of water or mud from any source, and discharge to approved drains or channels. Commence when water first appears and continue as required to keep excavation free of standing water during entire time excavation is open.
   3. Use pumps of adequate capacity to ensure rapid drainage of area, and construct and use drainage channels and subdrains with sumps required.
   4. When water is found in excavation due to Design-Builder negligence, remove unsuitable excessively wet subgrade materials and replace with approved compacted fill material as directed by Engineer and at no additional cost to Owner.
   5. Maintaining Excavation in Dewatered Condition:
      a. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason shall not be permitted.

b. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until critical period of construction and/or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation, or other hydrostatic pressure imbalance.

c. Subsequent to completion of excavation and during installation of all Work in the excavated area, maintain the excavation in a dewatered condition.

F. Dewatering for Tunneling or Microtunneling Operations:

1. General:

a. Subcontractor shall design, operate and maintain a dewatering system using accepted and professional methods of design and engineering consistent with the best current practice to eliminate water entering excavation under hydrostatic head from bottom and/or sides.

b. Provide dewatering system of a sufficient size and capacity as required to control ground and surface water flow into excavation and to allow all Work to be installed in a dry condition, including the obtaining of a licensed well-driller, where required.

c. Control, by acceptable means, all water regardless of source and be fully responsible for disposal of water.

d. Confine all discharge piping and/or ditches to available easement or right of way. Provide all necessary means for disposal of water, including the obtaining of all necessary permits.

e. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures.

f. Install wells and/or wellpoints, if required, with suitable screens and filters, so that continuous pumping of fines does not occur.

g. Control grading around excavations to prevent surface water from flowing into excavation areas.

2. Design:

a. Develop a dewatering plan as may be necessary to complete the Work. Plan items shall include, but not be limited to, the following:

(1) Drawings indicating general location and size of berms, dikes, ditches, all deep wells, observation piezometer wells, wellpoints, jet eductors, sumps and discharge lines, including their relation to water disposal ditches.

(2) Make, model, and capacities of pumps, prime movers, power generators, and standby equipment.

(3) Design calculations, including any computer modeling, to show adequacy of system and selected equipment, estimated flow rate of water to be discharged, and estimated duration for groundwater to be drawn down to elevations required for excavation.

(4) Detailed description of dewatering procedure and maintenance method.

(5) Description of emergency plan to protect in-place construction during an unanticipated rise in groundwater due to loss of power or other unexpected conditions or inundation from surface water.

(6) Additional details, as requested by Engineer.

b. In preparing dewatering plan, consider all available information, together with Site constraints, excavation/sheeting requirements, and construction schedule. Other potential problems may require specific reference and amplification within dewatering plan.

c. After completion of dewatering installation and prior to commencement of excavation, submit to Design-Builder for review a detailed plan of dewatering system as constructed, together with test data and computations demonstrating that the system is capable of achieving specified results.

d. Subcontractor shall be solely responsible for proper design, installation, operation, maintenance, and any failure of any component of system. Notice to Proceed or submittal of dewatering plans and data by Subcontractor shall not relieve Subcontractor from full responsibility for errors therein or for complete and adequate design and performance of system in controlling water level in excavated areas and for control of hydrostatic pressures to depths specified.

e. Subcontractor shall be responsible for accuracy of Drawings, design data, and operational records required by this Section.

f. Piezometers and Groundwater Monitoring:

(1) Install as a minimum one piezometers per dewatering operation, in addition to any required by regulating agencies having jurisdiction, at locations prior to excavation below the groundwater level for purpose of monitoring groundwater elevations in vicinity of excavation. Design and location of piezometers will be subject to review by Engineer.

(2) Observe and record twice daily the elevation of groundwater in all piezometers and furnish a daily written summary of observations to Design-Builder. Record groundwater elevations to nearest 0.1 ft. with observations conducted throughout duration of any dewatering, and until dewatering is no longer required.

(3) Monitor upstream and downstream river/stream levels to anticipate rising groundwater levels.

(4) Repair or replace within 24 hours piezometers that become inactive, damaged, or destroyed. If required, suspend excavation and construction activities in areas where piezometers are not functioning properly until reliable observations can be made. Add or remove water from piezometer risers and demonstrate that piezometers are functioning properly.

(5) Remove and grout piezometers when dewatering is completed, and in accordance with jurisdictional agencies.

3. Damages:

a. Repair without additional cost to Owner any damage to Work in-place, other contractors' equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, and the excavation, including damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Suncontractor's negligence, inadequate or improper design and operation of dewatering system, and any mechanical or electrical failure of dewatering system.

b. Remove subgrade materials rendered unsuitable by excessive wetting and replace with approved backfill material.

G. Waste Materials:

1. Remove unsuitable materials from Work area as excavated.
2. Material shall become property of Design-Builder and shall be disposed of off-site at locations arranged for by Design-Builder.

3.02 EARTHWORK:

A. Subgrades:

1. General:
   a. Excavate or backfill as required to construct subgrades to elevations and grades indicated.
   b. Remove all unsuitable material and replace with acceptable fill material and perform all wetting, drying, shaping, and compacting required to prepare subgrade.
   c. Proofrolling: Exposed area to receive fill, backfill, or embankment shall be proofrolled to detect localized zones of excessively wet, unstable, organic, or low bearing capacity materials as follows:
      (1) Proofroll within limits of proposed construction of footings, slabs, mats, or pavement and to extent of 10 ft. beyond proposed exterior walls and stated limits, or as otherwise noted. Proofroll with loaded dump truck, loaded pan scraper, 15 ton light class pneumatic tired roller compactor, or equivalent. Ground contact pressure of 80 psi and average speed of 5 miles per hour shall be maintained and continue until extent of soft spots is determined with not less than one pass per unit area of tire. Soft spots shall be overexcavated, backfilled, and compacted with suitable material.
2. Subgrade for Fills and Embankments: Roughen by discing or scarifying and wet or dry top 6 inches as required to bond with fill or embankment.
3. Subgrade for Roadways, Drives, Parking Areas:
   a. Extend subgrade the full width of pavement or base course, plus 1 ft. in each direction.
   b. Cohesive Soil Subgrades: Compact the top 6 inches of subgrade for traffic areas and railroads in embankment or excavation to a minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.
   c. Cohesionless Soil Subgrades: prepare the same as Paragraph 3.02.A.3.b except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.
4. Subgrades for Concrete Slabs on Grade, Mats, and Footings:
   a. Compact cohesive soil subgrades to a minimum of 98% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.
   b. Where subgrade consists of cohesionless granular materials, prepare same as Paragraph 3.02.A.4.a except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.
   c. In-situ material, provided that it is tested for conformance to material requirements, may be acceptable subgrade. In-situ material shall be tested for moisture and maximum dry density as determined by ASTM D698 and evaluated for in-place bearing capacity by Design-Builder.
   d. Prepared subgrades shall extend laterally from the outside edge of footings at a 1:1 ratio with depth of fill.

B. Embankments and Fills:

1. Construct embankments to contours and elevations indicated, using suitable approved material from excavations and borrow areas:

a. Place fill material in maximum 8 inch loose lifts.
b. Place embankment only on subgrades approved by Engineer.
c. Do not place snow, ice, or frozen earth in fill; do not place fill on a frozen surface.

2. Obtain compaction by the controlled movement of compaction equipment approved by Engineer during placing and grading of layers and to minimum density specified for indicated locations.
3. Except as indicated or specified otherwise, compact cohesive soils and cohesionless soils to a minimum of 90% of maximum dry density within the moisture content range from 2% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be as determined by ASTM D698.
4. In areas of fill supporting structures or under paved areas:
   a. Compact cohesive soils to a minimum of 98% of maximum dry density and fill under paved areas compact cohesive soils to a minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be as determined by ASTM D698.
   b. Compact cohesionless soils the same as Paragraph 3.02.B.4.a except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.

C. Pipe Embedment:
1. Pipe bedding shall be as indicated, using granular material.
2. Place granular embedment as follows:
   a. With level bottom layer at proper grade to receive and uniformly support pipe barrel throughout its length.
   b. Form shallow depression under each joint to facilitate jointing.
   c. Add second layer simultaneously to both sides of pipe with care to avoid displacement.
   d. Complete promptly after completion of jointing operations.
   e. Substitute for any part of earth backfill to within 2 ft. of final grade at Design-Builder's option.
3. Compact granular embedment as follows:
   a. In loose lifts not exceeding 12 inches in depth.
   b. Rod, spade, or vibrate:
      (1) As required to meet KDOT Section 205 – Excavation and Embankment for Highways Type B Soil Compaction Requirements.
      (2) Throughout depth of embedment.
   c. Compaction using flooding or water spraying techniques will not be allowed.
4. Earth pipe embedment shall be as indicated and shall be used at impervious trench checks. Shape trench bottom to fit pipe and backfill throughout depth of trench with impervious materials. Compact to minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.

D. Backfilling:
1. Backfill for structures and trenches shall be as specified in "Embankments and Fills," this Section, with the following additional provisions:
2. Structures:
   a. Backfill only after concrete has attained 70% design strength unless noted otherwise.

b. Backfill adjacent to structures only after a sufficient portion of structure has been built to resist imposed load.
c. Remove all debris from excavation prior to placement of material.
d. Place backfill in level loose lifts of thickness within compacting ability of equipment used but not to exceed 8 inches in thickness.
e. Perform backfilling simultaneously on all sides of structures.
f. Exercise extreme care in use of heavy equipment in areas adjacent to structures. Equipment operated within 10 ft. of any wall shall not exceed 20,000 lbs. gross weight.
g. Material above a 45-degree plane intersecting the footing shall not include rock fragments incapable of passing a 6 inch screen, and no shale whether disintegrated or not.

3. Trenches:
   a. Backfill for trenches shall be as specified for structures and as follows:
      (1) Complete promptly upon completion of pipe embedment and approval to proceed.
      (2) Use hand methods to a plane 12 inches above top of pipe.
      (3) Mechanical methods shall be acceptable where hand backfill is not required.
      (4) Backfill in lifts of thickness within compacting ability of equipment used, but not greater than 8 inches.
      (5) Until compacted depth over conduit exceeds 3 ft., do not drop fill material over 5 ft. Distance may then be increased 2 ft. for each additional ft. of cover.
4. Controlled Low-Strength Material (CLSM):
   a. Place CLSM by means of chute, drop pipe, pump, bucket, or other method approved by Engineer to maintain consistency, flowability, and strength of in-place final product. Fill all voids and place to indicated grades or minimum elevations noted without use of a vibrator.
   b. Open ends of area to be backfilled shall be plugged or built-up with a temporary bulkhead arrangement to prevent loss of CLSM during placement or during curing.
   c. Prevent movement of any adjacent structure or pipe conduit:
      (1) Anchor pipe or structure to prevent uplift or movement prior to placement of CLSM.
      (2) Prevent intrusion of CLSM into interior sections of structure or pipe.
      (3) If any such movement or intrusion occurs, affected structures or pipe shall be cleaned and may require excavation, removal, and replacement of CLSM to intended final fill elevation.
   d. CLSM is intended for placement within a hole that is dry or maintained with a positive dewatering operation. If it is necessary to place CLSM under water, method for placement and mix design shall be submitted to Engineer for approval at least 10 working days prior to any intended pours.
   e. Monitor surface elevation of placed CLSM and document any shrinkage or settlement of initial placement volume. Provide information of shrinkage and/or settlement of initial lift to Engineer prior to placement of any additional layers or completion of CLSM placement to final indicated elevation.
   f. CLSM shall not be covered with soil or other imposed loading until a minimum compressive strength of 30 psi is attained or until a minimum of 12 hours' cure time has elapsed. Minimum strengths shall be demonstrated by laboratory test results or if permitted by Engineer, by failure to deform or crush the fill with an equivalent 30 psi applied loading in the field.

g. Protect CLSM from freezing while curing with insulated blankets or other approved methods.
h. Where air may become trapped under slabs due to grade beams or other structural components, holes shall be drilled at locations indicated, or as directed by Engineer to allow for uniform placement of CLSM entirely within the void region. Plugs shall be installed to confine CLSM, as needed. It is not intended that raising or leveling of any slabs or structural elements shall occur from placement methods.

E. Site Grading:
1. Excavate, fill, compact fill, and rough grade to bring Project area outside buildings to subgrades as follows:
a. For surfaced areas, to underside of respective surfacing or base course.
b. For areas to receive topsoil, to a minimum of 4 inches below finished grade.
c. When rock is encountered in grading areas outside buildings, overexcavate to depth specified and backfill to grade with compacted fill:
(1) Under surfaced areas, to 6 inches below top of respective subgrades for such areas.
(2) Under lawn and planted areas, to 24 inches below finished grade, except that boulder or protruding rock outcrop, if so indicated, shall be left undisturbed.
2. Grading:
a. Grade and compact all areas within Project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.
b. Degree of finish for rough grading shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified with due allowance for topsoil.
c. Finished grades shall generally be not more than 0.1 ft. above or below those indicated.
d. Finish all ditches, swales, and gutters to drain readily.
e. Unless otherwise indicated, slope the subgrade evenly to provide drainage away from all structures in all directions at a grade not less than 1/4 inch per ft. for a minimum distance of 10 ft.
f. Provide roundings at top and bottom of banks and at other breaks in grade.

3.03 TOPSOILING:

A. Material: Use the most suitable material obtained from stripping operations and borrow when required.
1. Placement:
a. Clear areas free of vegetation, rock, and other materials which would interfere with grading and tillage operations.
b. Bond topsoil to subgrade by scarifying subgrade to a depth of 2 inches.
c. Spread topsoil to a minimum depth of 4 inches where grading operations have left less than 4 inches of topsoil in place.
d. Grade topsoil to bring areas to grades as indicated, to ensure that all surfaces are left in an even and properly compacted condition, and to prevent ponding of water in depressions.
2. Cleanup:
a. Clean surface free of all stones or other objects larger than 1 inch in least dimension, all roots, brush, wire, grading stakes, and other objectionable materials.
b. Keep paved areas clean and promptly remove rock and dirt dropped upon surfacing.

3.04 RIPRAP:

A. Foundation, filter course and placement
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

3.05 MAINTENANCE:

A. Protect newly graded and topsoiled areas from actions of the elements.
B. Fill and repair settling or erosion occurring prior to date of Substantial Completion for the entire project, and reestablish grades to required elevations and slopes.
C. Under provisions of the guarantee, correct any settlement of embankment, fill, or backfill and damages created thereby within two (2) years from date of Substantial Completion for the entire project. Make repairs within 10 days after notification by Owner of settlement.

3.06 FIELD QUALITY CONTROL:

A. Compaction:
   1. Design-Builder will, through services of an accredited independent laboratory, test all embankments, fills, and subgrades under this Contract to determine conformance with specified density relationships.
   2. Method of test may be either of the following at Engineer's option:
      a. This ASTM D1556.
      b. ASTM D2167.
      c. ASTM D6938.
   3. The frequency of in-place compaction testing including density and moisture content will be as directed by the Engineer and in accordance with the Design-Builder's QA/QC program and generally as follows:
      a. At least one test for every 2,500 ft^2 of material placed in a mass fill.
      b. At least one test per lift on alternating sides of trench for each 200 feet of fill placed in trenches for pipe greater than 12" in diameter.
      c. At least one test per 2,500 $ft.^2$ per lift for fill in roadbed.
      d. At least one test for every 200 ft. of roadway for road subgrades and crushed rock base course.
      e. At least one test for every 500 $ft.^2$ per lift in structural fill or on subgrades for foundations.
   4. At least one test when Engineer suspects quality of moisture control or effectiveness of compaction. Remove or scarify fill failing to meet required densities and recompact as necessary to achieve specified results.
   5. Removal of in-place material and replacement with approved new material will be required if scarifying and recompaction do not produce the required densities.
   6. Perform at least one classification test ASTM D2487 and one moisture-density test ASTM D698 on soil used in fill or backfill operations during construction.
      a. Each sample shall be taken from trenches or other excavations as directed by Engineer and should be generally representative of distinguishably differing materials encountered and used for backfill or fill.
      b. Perform one set of tests at the beginning of excavation and one additional set of tests when material properties vary from the material initially tested.
      c. Additional tests shall be performed when directed by Engineer.
B. Controlled Low-Strength Material (CLSM):
   1. Determine unconfined compressive strength using cylinders of CLSM sampled, handled, cured, and tested in accordance with ASTM D4832. Perform a minimum of one set of

four cylinders for every 100 yds.^{3} of CLSM placed but not less than one set for each day's placement, unless otherwise directed by Engineer.

2. Determine bearing strength, if required by Engineer, using penetration testing in accordance with ASTM C403.
3. Test flow of CLSM, if required by Engineer, in accordance with ASTM C939.

C. Subgrades:

1. Engineer will inspect all subgrades to determine conformance with indicated lines and grades.
2. Design-Builder will, through services of an accredited independent laboratory, evaluate in-place bearing capacity when overexcavation of insitu material is not performed. The frequency of testing will be as directed by the Engineer and in accordance with the Design-Builder's QA/QC program and generally as follows:
   a. A minimum of one evaluation will be required for any structure with a foundation greater than 500 ft.^{2}.
   b. At least one evaluation for every 5,000 ft.^{2} of foundation subgrades.

END OF SECTION 31 20 50

DIVISION 33 – UTILITIES

SECTION 33 05 07 – MICROTUNNELING

SECTION REVISION STATUS

Rev No.	Date	By	Description
A	4/16/2021	Trevor Kaufman	Issued for WWP Review
B	6/9/2021	Trevor Kaufman	Package 4 - Issued for Owner Review
C	8/2/2021	Trevor Kaufman	Package 4 - Issued for Q4 Review
D	9/22/2021	Trevor Kaufman	Package 4 - Issued for Owner Review

SECTION CERTIFICATION

PART 1 - GENERAL

1.01 SUMMARY:

A. Section includes:
   1. Excavation for trenches and pits
   2. Microtunneling
   3. Casing Pipe

B. Related Requirements:
   1. Pressure Pipe: DIVISION 33
   2. Pipe Installation: DIVISION 33
   3. Utility Identification: DIVISION 33 (33 05 97)

C. Supplier shall review and understand the American Iron and Steel (AIS) Requirements. Iron and steel products must be produced in the United States in a manner that complies with the AIS Requirement and certifications of such production must be provided to the Design-Builder prior to shipment.

1.02 DEFINITIONS:

A. ASTM: American Society for Testing and Materials
B. AWWA: American Water Works Association

1.03 COORDINATION:

A. Subcontractor shall coordinate work with City of Wichita, Sedgwick County, Railroad, and utilities within construction area.
B. Subcontractor shall obtain all necessary permits required to install the pipe using trenchless methods and for the proper disposal of drilling materials (mud, screenings, water, etc.).
C. Subcontractor shall furnish all labor, materials, and equipment required to install the pipe using the trenchless methods of installation, all in accordance with the requirements of the Contract Documents. The pipe size, type and length shall be as specified herein or as shown on the drawings. Work shall include and not be limited to proper installation, testing, grouting, restoration of underground utilities and environmental protection and restoration.
D. Subcontractor shall be sufficiently trained and knowledgeable of the construction technique required by the use of these trenchless methods. Subcontractor shall furnish all tunneling equipment, qualified laborers, and equipment operators necessary to complete the required work in accordance with the project manual and associated drawings.

1.04 SUBMITTALS:

A. Submit as specified in the General Requirements of the Procurement Documents. Provide Work Plans and Permitting process prior to work commencement accordingly for collaboration with WWP Field Staff
B. Subcontractor shall provide the manufacturer's catalog cuts, technical data, and/or shop drawings for the following system components (shop drawings shall be drawn to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work):
   1. Casing Pipe
   2. Casing Spacers and End Seals
   3. Submit technical data for equipment, method of installation, and proposed sequence of construction.
   4. Include information pertaining to pits, dewatering, method of spoils removal, equipment size and capacity, equipment capabilities, drilling fluid, method of monitoring line and

grade and detection of surface movement, name plate data for drilling equipment, anticipated jacking loads, minimum pipe thickness required to withstand jacking loads, and mobile spoils removal unit.

5. Data supporting the tunneling Contractor's qualifications and experience.

C. Certificates and Affidavits: Furnish the Following Prior to Shipment:
   1. Affidavit of compliance with applicable AWWA and NSF standards.
   2. American Iron and Steel (AIS) Certifications.
      a. If Supplier is unable to meet AIS requirements, Supplier shall disclose this information to Design Builder in their proposal.
   3. Test certificates.

D. Closeout Submittals:
   1. Asset Management System Submittal
      a. A stand-alone Asset Management Submittal will be required on any tagged pipe or fittings.
      b. Required data shall be formally prepared and populated into an editable MS.XLS file (file to be provided by Design Builder). See procurement documents for required information to be included in the submittal.
      c. Prepare Submittal only following approval of material submittal(s) via "A" Status as defined in procurement documents.

E. Record Drawings/Information
   1. Maintain accurate and up to date record documents showing field and Shop Drawing modifications. Record documents for buried piping shall show actual horizontal and vertical location of all piping, existing utilities that are exposed as part of construction activities, and appurtenances at same scale as the Contract Drawings.

1.05 QUALITY ASSURANCE:

A. Regulatory Requirements:
   1. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, highways, local or county roads, or drainage ways.
   2. Comply with the requirements for NPDES permitting, including best management practices for storm water discharges from the construction site.
   3. Comply with requirements of utility company supplying water. Includes tapping of water mains and backflow prevention.
   4. Comply with KDHE requirements for proper disposal of drilling materials (mud, screenings, water, etc.).

B. All applicable permits and applications must be in place prior to beginning construction. Subcontractor shall perform the work in accordance with Sedgwick County and Railroad permit requirements.

C. All trenchless pipe installation operations shall be performed by a qualified Contractor with at least three (3) years of experience involving work of a similar nature to the work required for this project.

1.06 DELIVERY, STORAGE, AND HANDLING:

A. Shall be as specified in Procurement Documents.

PART 2 - PRODUCTS

2.01 MICROTUNNELING SYSTEM:

A. General
   1. The microtunneling system shall consist of five major, independently controlled components:
      a) Microtunnel Boring Machine (MTBM)
      b) Jacking system
      c) Spoil removal system
      d) Guidance and control system
      e) Pipe lubrication system

B. Description of the System
   1. The Subcontractor shall provide a microtunneling system for installing pipe behind a remotely controlled, steerable, guided, articulated Microtunnel Boring Machine (MTBM). The MTBM shall be connected to and followed by the pipe which is installed by jacking and shall be capable of fully controlling the rate at which the material is being excavated at all times.
   2. The minimum depth of cover to the pipe being installed using the microtunneling process is normally six (6) feet or 1.5 times the outer diameter of the pipe being installed, whichever is the greater. With special precautions, and approval by the Engineer, this depth of cover may be decreased.
   3. Microtunneling work shall be executed so as to minimize settlement or heave. Overcut shall not exceed 1" on the radius of the pipe being installed without the approval of the Engineer. The annular space created by the overcut may be filled with the lubrication material that is used to reduce the friction drag of the soil on the pipe.

C. Microtunnel Boring Machine (MTBM)
   1. The MTBM shall be capable of controlling rotation or roll by means of bi-directional drive on the cutter head or by the use of fins or grippers. The MTBM shall be articulated to enable remotely controlled steering of the shield. Drill Head: The drill head shall be steerable by changing its rotation and shall provide necessary cutting surfaces and drilling fluid jets.
   2. A display showing the position of the shield in relation to a design reference shall be available to the operator at an operation console together with other information such as face pressure, roll, pitch, steering attitude and valve positions.
   3. The MTBM shall have a cutter face capable of supporting the full excavated area at all times and may have the capability of setting a calculated earth balancing pressure and positively measuring the earth pressure at the face.
   4. When soil conditions dictate, the tunnel shall be capable of removing cobbles and boulders. The excavation system shall be fully capable of excavating all material that it will encounter.

D. Automated Spoil Transportation
   1. The automated spoil transportation system shall match the excavation rate to the rate of spoil removal, maintaining settlement or heave within tolerances specified herein.
   2. The balancing of ground water pressures shall be achieved by the use of a slurry pressure or auger earth pressure balance system. The system shall be capable of any adjustment required to maintain face stability for the particular soil condition to be encountered on the project. The system shall monitor and continuously balance the ground water pressure.

3. If a slurry spoil transportation system is used, the ground water pressure may be managed by use of the slurry pumps (which may be of variable speeds), pressure control valves and a flow meter. A slurry bypass unit shall be included in the system to allow the direction of flow to be changed and isolated, as necessary.
4. A separation process shall be provided when using the slurry transportation system. The process shall be designed to provide adequate separation of the spoil from the slurry so that the clean slurry can be returned to the cutting head for reuse. The Subcontractor shall identify the type of separation process to be used.
   If an Auger spoil transportation system is utilized, the ground water pressures may be managed by controlling the volume of spoil removal with respect to the advance rate (Earth Pressure Balance Method) and the application of compressed air. In soils with excessive ground water, approval of the Engineer may be required for earth pressure balance auger systems. Approval will be based on the evaluation of the equipment's ability to balance soil and water pressures at the face, stability of the soils and the significance of the ground water present.

E. Pipe Jacking Equipment
1. The main jacks shall be mounted in a jacking frame and located in the drive (starting) shaft. The jacking frame successively pushes the MTBM followed by a string of connected pipes toward a receiving shaft. The jacking capacity of the system shall be sufficient to push the MTBM and the string of pipes thorough the ground.
2. The main jacking equipment installed shall have a capacity greater than the anticipated jacking load. The hydraulic cylinder extension rate shall be synchronized with the excavation rate of the MTBM, which is determined by the soil conditions.
3. Intermediate jacking stations shall be provided by the Subcontractor when the total anticipated jacking force needed to complete the installation exceeds the designed maximum jacking force of the pipe or 80% of the capacity of the main jacks.
4. The jacking system shall develop a uniform distribution of jacking forces on the end of the pipe by the use of spreader rings and packing.

F. Pipe Lubrication System
1. A pipe lubrication system may be utilized when anticipate jacking forces on the pipe are expected to exceed the capacity of the main jacks or exceed the pipe design strength with the appropriate safety factor. An approved lubricant shall be injected at the rear of the MTBM and, if necessary, through the pipe walls to lower the friction developed on the surface of the pipe during jacking and thereby reduce the jacking forces.

G. Remote Control System
1. A Remote-Control System shall be provided that allows for the operation of the system without the need for personnel to enter the microtunnel.
2. In man entry sized pipes, intermittent entry of personnel will be permitted into the pipe for maintenance during the drive and for removal of equipment once the pipe installation is complete.
3. The control equipment shall integrate the method of excavation and removal of soil and its simultaneous replacement by the pipe. As each pipe section is jacked forward, the control system shall synchronize excavation and jacking speeds. The system shall provide complete and adequate ground support at all times.

H. Active Direction Control
1. Line and grade shall be controlled by a guidance system that relates the actual position of the MTBM to a design reference (e.g. by a laser beam transmitted from the jacking shaft along the center line of the pipe to a target mounted in the shield). The microtunneling

system shall be capable of maintaining grade to within plus or minus 1" and alignment to within plus or minus 1.5", unless otherwise approved by the Engineer.

2. The active steering information shall be monitored and transmitted to the operation console. The minimum steering information available to the operator on the control console shall include the position relative to the design reference, roll, indication, attitude, rate of advance, installed length, thrust force, and cutter head torque.

2.02 STEEL CASING PIPE:

A. Steel pipe casing shall conform to the latest revision of ASTM A53 for Grade B and ASTM A139 for Grade A having a minimum diameter as shown on the drawings.

B. Steel pipe shall be Grade B under railroads and Grade A on all other uses.

C. Steel pipe shall have a minimum wall thickness as shown in the following table:

DIAMETER OF CASING - INCHES	MINIMUM WALL THICKNESS IN INCHES	
	UNDER RAILROADS	ALL OTHER USES
50 through 54	0.750	0.500
56 through 62	0.875	0.625
64 through 78	1.000	0.875

D. The Subcontractor shall evaluate the minimum thickness of steel casing required to withstand the jacking loads and increase wall thickness as required. Proposed changes shall be approved by Engineer prior to installation.

2.03 CASING SPACERS:

A. Premanufactured casing spacers as manufactured by RACI, CCI Pipeline Systems, Ranger, Cascade or approved equal.

B. Casing spacers shall be polyethylene or stainless steel.

C. Casing spacer quantity and spacing shall be based on manufacturers recommendations and submitted to the Engineer for review.

2.04 CARRIER PIPE:

A. Pipe shall be as specified in Division 33.

PART 3 - EXECUTION

3.01 GENERAL:

A. Proper alignment and elevations shall be maintained throughout the tunneling operation.

B. Pipe shall be installed to meet or exceed the requirements of ASTM and AWWA approved installation methods.

C. Testing of the pipe shall be in accordance with the testing requirements as outlined in Division 33.

D. The Subcontractor shall provide and maintain adequate microtunneling equipment and install support systems as required. The Subcontractor shall have sole responsibility for safety of microtunneling operations and for persons engaged in the work.

E. The Subcontractor shall furnish shop drawings showing his proposed method of microtunneling, including design for microtunneling head, installation of microtunneling supports or back stop, arrangement and position of microtunneling machinery, pipe guides, grouting plan, intended disposal of excavated material, and a project safety plan for the Design Builder's review.

3.02 PREPARATION:

A. The entire drill path shall be accurately surveyed by the Subcontractor with entry and exit pit stakes placed in the appropriate locations within the areas indicated on the drawings.

B. If using the magnetic guidance system, the drill path shall be surveyed by the Subcontractor for any surface geomagnetic variations.

3.03 DEWATERING:

A. Dewatering shall be completed in accordance with Specification 31 20 50.

3.04 EXCAVATION:

A. Excavation shall be completed in accordance with Specification 31 20 50.

3.05 JACKING AND RECEIVING SHAFTS:

A. Entrance and exit pits shall be located to avoid conflicts with the public utilities, and other agencies.

B. Shafts shall be of a size commensurate with safe working practices. The Subcontractor shall provide shop drawings showing the shaft locations for approval by the Design Builder. The design of the shafts shall ensure safe exit from the driving shaft and entry into the receiving shaft of the MTBM.

C. Shafts and jacking pit shall be adequately ventilated. Air monitoring of the shafts or pits shall be conducted by the Subcontractor on a continuous basis in accordance with the Subcontractor's Safety Plan.

D. Provide sump areas to contain drilling fluids.

3.06 INSTALLATION:

A. A thrust block is required to transfer jacking loads into the soil. The thrust block shall be designed to support the maximum jacking pressure developed by the main jacking system. Special care shall be taken when setting pipe guide rails in the jacking shaft to ensure correctness of the alignment, grade, and stability. If a concrete thrust block or treated soil zone is utilized to transfer jacking loads into the soil, the MTBM is not to be jacked until the concrete or other material have attained the required strength.

B. During construction operations and until pits are backfilled, barricades and lights to safeguard traffic and pedestrians shall be furnished and maintained conforming to the Manual Uniform Traffic Control Devices (MUTCD). All operations must comply with the Site Safety Plan.

C. When grade of pipe at microtunneling end is below ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the microtunneling operations and for joining pipe. Work shall be sheeted securely and braced to prevent earth caving and to provide a safe and stable work area.

D. Protect and support pipe so it moves freely and is not damaged during installation. Subcontractor shall provide pipe rollers, slings, or other appurtenances to assist in supporting the pipe during installation.

E. As the tunneling progresses, it shall be concurrently supported with a welded continuous, permanent, new steel pipe casing having a minimum diameter as shown on the drawings.

F. Once the tunneling operation has commenced, it shall be continued uninterrupted until the conduit has been installed to the specified limits.

G. Borings and encasement shall be constructed so they will drain and shall be bored in a single direction. The pipe shall be pulled or pushed into the casing on casing spacers as shown in the details and approved by the Engineer. The entire void area between the casing and the pipe shall be filled with jetted sand**.** The ends of the encasement pipe shall be sealed with flexible, synthetic rubber pull-on end seals with 304 stainless steel bands.

H. All voids or abandoned holes caused by tunneling are to be filled by pressure grouting when deemed necessary by the Design Builder representative. The grout material shall be a sand cement slurry with a minimum of two sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.

I. Where the characteristics of soil or size of proposed pipe would make use of tunneling more satisfactory that microtunneling, a tunneling method may be submitted for acceptance by Engineer.

3.07 OBSTRUCTIONS AND UNEXPECTED UTILITIES

A. When obstructions or unexpected utilities are encountered during the tunneling process, the Subcontractor shall notify the Design Builder immediately.

B. For conditions requiring more than 1-foot deviation in horizontal or vertical alignment, the Subcontractor shall submit a proposed alignment to Engineer for approval before resuming work.

3.08 LINE AND GRADE TOLERANCES

A. The installed pipe and/or casing shall not deviate from the line and grade as shown on the drawings.

B. Horizontal Tolerance:

1. Acceptable horizontal tolerance shall be a maximum of 1 inch per 100 feet difference from the line shown on the drawings.

C. Vertical Tolerance:

1. Acceptable vertical tolerance shall be a maximum 1 inch per 100 feet difference from the grade shown on the drawings. Deflection through the pipe shall be as specified in Division 33.

3.09 DISPOSAL OF SPOILS

A. Remove, transport, and legally dispose of drilling spoils.

1. Do not discharge drilling spoils in sanitary sewers, storm sewers, or other drainage systems.
2. When tunneling in suspected contaminated soil, test drilling fluid for contamination before disposal.
3. Spoils shall be disposed of on sites approved by KDHE and the Design Builder.
4. Any material dumped in waters of the United States or wetlands is subject to U.S. Corps of Engineers permitting regulations.

B. Slurry Removal

1. Subcontractor is responsible for removal and proper disposal of all slurry in accordance with the local, state, and federal requirements.
2. Subcontractor shall contain excess drilling fluids at entry and exit points until recycled or removed from site. Provide recovery system to remove drilling spoils from access pits.
3. When drilling fluid leaks to surface, immediately contain leak and barricade area from vehicular and pedestrian travel before resuming drilling operations.

4. Complete cleanup of drilling fluid at end of each workday.

3.10 RESTORATION

A. Upon completion of tunneling and pipe installation, remove tunneling spoils, debris, and unacceptable material from approach trenches and pits. Clean up excess slurry from ground.

B. Restore approach trenches and pits to original condition.

END OF SECTION 33 05 07

DIVISION 33 - UTILITIES

SECTION 33 11 00 – PRESSURE PIPE – REV 6

SECTION REVISION STATUS

Rev No.	Date	By	Description
0	11/12/2020	J. Garder	Package 1 - Issued for Construction
1	12/18/2020	J. Garder	Package 1 – Revised Per KDHE
2	12/18/2020	J. Garder	Package 2/3 - Issued for Review
3	2/11/2021	J. Garder	Package 2/3 - Issued for Owner Review
4	3/18/2021	J. Garder	Package 2 – Issued for Construction
5	5/14/2021	J. Garder	Package 2 – Issued for Construction
6	7/29/2021	J. Garder	Package 4-Issued for Q4 Review
	9/22/2021	J. Garder	Package 4-Issued for Owner Review

SECTION CERTIFICATION

This Document has been digitally signed and sealed.
9/30/2021

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes all process pressure pipe, fittings, specials, and appurtenances excluding plumbing, potable water, and gas.

B. Supplier shall review and understand the American Iron and Steel (AIS) Requirements. Iron and steel products must be produced in the United States in a manner that complies with the AIS Requirement and certifications of such production must be provided to the Design-Builder prior to shipment.

C. Related Work Specified Elsewhere:
   1. Section 33 31 50 - Pipe Installation.
   2. Section 33 12 16 - Valves and Accessories.
   3. Section 09 90 00 - Protective Coatings.
   4. Division 22 – Plumbing.

1.02 REFERENCE STANDARDS:

A. Applicable Standards:
   1. American Association of State Highway and Transportation Officials (AASHTO).
   2. American Water Works Association (AWWA):
      a. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
      b. AWWA C105 – Polyethylene Encasement for Ductile-Iron Pipe Systems
      c. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.
      d. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
      e. AWWA C115 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
      f. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
      g. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water.
      h. AWWA C153 - Ductile-Iron Compact Fittings.
      i. AWWA C200 - Steel Water Pipe 6 Inches and Larger.
      j. AWWA C205 - Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 Inch and Larger - Shop Applied.
      k. AWWA C206 – Field Welding of Steel Water Pipe.
      l. AWWA C207 - Steel Pipe Flanges for Waterworks Service, Sizes 4 Inch Through 144 Inch.
      m. AWWA C208 - Dimensions for Fabricated Steel Water Pipe Fittings.
      n. AWWA C209 - Cold-Applied Tape Coatings for the Exterior of Special Sections, Connections, and Fittings for Steel Water Pipelines.
      o. AWWA C210 - Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
      p. AWWA C213 - Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines.
      q. AWWA C214 - Tape Coating Systems for Steel Water Pipe.
      r. AWWA C215 - Extruded Polyolefin Coatings for Steel Pipe.
      s. AWWA C218 - Liquid Coating Systems for the Exterior of Aboveground Steel Water Pipelines and Fittings.
      t. AWWA C219 - Bolted, Sleeve-Type Couplings for Plain-End Pipe.

u. AWWA C222 - Polyurethane Coatings and Linings for Steel Water Pipe & Fittings
v. AWWA C227 – Bolted, Split-Sleeve Type Couplings
w. AWWA C605 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
x. AWWA C606 - Grooved and Shouldered Joints.
y. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In Through 12 In.
z. AWWA C907 - Polyvinyl Chloride (PVC) Pressure Fittings for Water-4 in. through 12 In. for Water Distribution.
aa. AWWA M11 - Steel Pipe - A Guide for Design and Installation.
bb. AWWA M23 - PVC Pipe-Design and Installation.
cc. AWWA M41 - Ductile-Iron Pipe and Fittings.

3. American National Standards Institute (ANSI):
   a. ANSI B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
   b. ANSI B16.21 - Nonmetallic Flat Gaskets for Pipe Flanges.
4. American Society for Testing and Materials (ASTM):
   a. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60000 PSI Tensile Strength.
   b. ASTM D1248 - Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
   c. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
   d. ASTM G62 - Standard Test Methods for Holiday Detection in Pipeline Coatings.
5. National Sanitation Foundation (NSF):
   a. NSF 61 - Drinking Water System Components - Health Effects.
   b. NSF 372 – Drinking Water System Components – Lead Content.
6. Society for Protective Coatings (SSPC):
   a. SP1 - Solvent Cleaning.
   b. SP3 - Power Tool Cleaning.
   c. SP5 - White Metal Blast Cleaning.
   d. SP7 - Brush-Off Blast Cleaning.
   e. SP10 - Near-White Blast Cleaning.

1.03 SUBMITTALS:

A. Submit as specified in procurement documents.
B. Submit the following for acceptance prior to fabrication:
   1. Pipe and joint details.
   2. Special, fitting, and coupling details.
   3. Laying and installation schedule.
   4. Specifications, data sheets, and affidavits of compliance for protective shop coatings and linings.
   5. Manufacturer's design calculations including, but not limited to, wall thickness and deflection under specified live and dead loads.
   6. Written nondestructive testing procedure specifications and nondestructive testing personnel qualifications for field welds.
C. Certificates and Affidavits: Furnish the Following Prior to Shipment:

1. Affidavit of compliance with applicable AWWA and NSF standards.
2. Certificate of origin for all steel flanges. Flanges shall be manufactured in the U.S.A.
3. Iron and steel products must be produced in the United States and certifications of such production must be provided to the Design Builder prior to shipment.
4. Test certificates.

D. Closeout Submittals:
1. Asset Management System Submittal
   a. A stand-alone Asset Management Submittal will be required on any tagged pipe or fittings.
   b. Required data shall be formally prepared and populated into an editable MS.XLS file (file to be provided by Design Builder). See procurement documents for required information to be included in the submittal.
   c. Prepare Submittal only following approval of equipment submittal(s) via "A" Status as defined in procurement documents.

1.04 WARRANTY:

A. Supplier shall warrant that all materials shall be free of defects caused by faulty material or workmanship for a minimum period of two (2) years from date of Substantial Completion for the entire project, unless otherwise specified.
B. See procurement documents for full requirements.

1.05 QUALITY ASSURANCE:

A. Manufacturers shall be ISO-9001 or SPFA certified and experienced in the design and manufacture of pipe, fittings, specials, or appurtenances for a minimum period of 5 years.
B. All pipe manufactured to AWWA C200 series specifications shall be furnished by a manufacturer certified by the Steel Plate Fabricators Association (SPFA) for steel pipe fabrication.

PART 2 - PRODUCTS

2.01 PIPE REQUIREMENTS:

A. Furnish pipe of materials, joint types, and sizes as indicated or specified.
B. Pipe, fittings, and appurtenances shall be designed to withstand all stresses resulting from external loads and internal pressures listed in the Appendix - Pipe Schedule unless otherwise specified.
C. Pipe Marking: All pipe and fittings shall be marked conforming to the applicable standard specification under which the pipe is manufactured and as otherwise specified.
D. All wetted materials and interior pipe coatings shall comply with NSF 61 and NSF 372 for water service, including raw, partially treated, and finished water, and chemicals applied to water.

2.02 DUCTILE-IRON PIPE:

A. Design and Manufacture of Pipe:
1. Ductile-iron pipe shall conform to AWWA C115, C150, and C151 except as otherwise specified.

B. Dimensions: The minimum thickness shall be as defined by pressure class as indicated in Appendix - Pipe Schedule.

1. Minimum thickness for ductile-iron pipe threaded for screw-on flanges shall be in accordance with AWWA C115.
2. Pipe with grooved barrel for any type of restrained joint shall have wall thickness increased to provide a minimum wall thickness conforming to AWWA C606.

C. Joints:
   1. Mechanical and Push-On Type:
      a. Provide mechanical or push-on-type joints for all buried pipe less than 30 inches in diameter unless otherwise specified or indicated. Provide push-on-type joints for sizes 30 inches in diameter and greater.
      b. Joints shall conform to AWWA C111.
      c. Provide mechanical joint restraints at fittings, valves, where cast in concrete, and next pipe joint on each side of these locations; next pipe joint on each side of any flanged connection; and where designated on Drawings.
   2. Flanged:
      a. Provide flanged joints for all interior and exposed exterior pipe except where otherwise specified or indicated.
      b. Flanges for pipe shall be ductile iron and conform to the applicable provisions of AWWA C110 and C115 and shall be drilled ANSI B16.1 Class 125.
      c. Where specifically indicated, flanges shall be ANSI B16.1 Class 250.
      d. Pipe with victaulic-style couplings and rigid or flexible joints conforming to AWWA C606 may be substituted for Class 125 flanged pipe where indicated or approved by Engineer.
   3. Sleeved or Coupled:
      a. Provide for sleeves or couplings where indicated.
      b. Furnish pipe ends suitable for receiving style of sleeve or coupling indicated or specified.
      c. Provide anchored couplings where restraint is required to withstand specified operating or hydrostatic test pressure and where indicated.
   4. Restrained:
      a. Furnish for all fittings and where joint restraint is required to offset internal pipeline forces.
      b. Provide restrained joints of following approved types:
         (1) Restrained mechanical joint.
         (2) Cut grooved type for rigid joint conforming to AWWA C606.
         (3) Cut flexible grooves as approved by Engineer.
         (4) Restrained push-on joint.
         (5) Boltless or bolted ball and socket joint.
         (6) Anchored couplings.
      c. Mechanical joint retainer glands may be used where joint restraint is required. Acceptable manufacturers for retainer glands are as follows:
         (1) Megalug manufactured by EBAA Iron, Inc.
         (2) Stargrip manufactured by Star Pipe Products
         (3) Engineer-approved equal.

D. Fittings:
   1. Fittings shall conform to AWWA C110 or C153 and shall have a pressure rating of not less than that specified for pipe.
   2. Fittings shall be ductile iron.

3. Fittings for pipe with push-on or mechanical joints shall have mechanical joints.
4. Fittings for pipe with grooved type joint shall have cut grooved type rigid joints per AWWA C606.
5. Include all specials, taps, plugs, flanges, and wall fittings as required.
6. Provide openings for air valve, drain, sampling, sensing, testing, and other connections with threaded bosses or flange outlets sized and located where indicated.
7. Provide tangent blow-off and drain assemblies where indicated. Outlet size shall be 6 inches and have flanged end.

E. Lining:
1. All pipe and fittings for water shall be cement-mortar lined in accordance with AWWA C104.

F. Coating:
1. All ductile iron pipe and fittings for buried service shall be coated with manufacturer's standard bituminous paint coating.
2. All ductile iron pipe and fittings for exposed interior or exterior installation shall be shop prime coated as specified in Section 09 90 00.
3. Flange faces shall be coated in accordance with AWWA C115.

G. Polyethylene Wrap
1. Polyethylene material shall be as follows:
   a. Conform to AWWA C105.
   b. Not less than 8 mils in thickness.
   c. Color-black containing not less than 2 percent carbon black.
2. Adhesive tape shall be as follows:
   a. Approximately 2 inches wide and plastic backed not less than 10 mils thick.
   b. Capable of bonding securely to metal surfaces and/or polyethylene material.
   c. Scotchrap No. 50, Polyken No. 900, Tapecoat CT, Johns-Manville No. V-10 Trantex, or Engineer-approved equal.

2.03 STEEL PIPE:

A. Materials: Steel grade or pipe grade and type may be optional with the fabricator or producer.

B. Design of Pipe: Design shall conform to AWWA C200, AWWA M11, and as specified except that hydrostatic test of fittings after fabrication will not be required. Fittings shall be tested by dye penetrant method.
1. Size indicated or specified shall mean the nominal inside diameter of lining.
2. Nominal length of pipe section shall be not less than 35 feet nor more than 50 feet. Shorter sections shall be used where required and where otherwise approved.
3. External Loading:
   a. Earth dead load cover at 120 pcf plus AASHTO H-20 live loads. Use Cooper E-80 live loads for railroad crossings.
   b. Use 100% of earth prism above the pipe.
   c. Bedding condition as indicated.
4. Use E' of 1000 and bedding angle of 90°.
5. Allowable design stresses for steel shall be as follows:
   a. 50% of minimum yield stress when subjected to working pressure.
   b. 70% of minimum yield stress when subjected to working pressure plus surge.
6. Allowable design deflection shall be 2% of mean diameter.
7. Deflection lag factor shall be 1.25 for the dead load and 1.0 for live loads.

8. Minimum wall thickness shall be not less than tabulated in Appendix - Pipe Schedule.

C. Joints:
   1. Push-On Type:
      a. Provide push-on-type joints for all buried pipe unless otherwise specified or indicated.
      b. Joints shall conform to AWWA C200.
   2. Flanged:
      a. Provide certificate of origin for all flanges.
      b. Provide flanged joints for all interior and exposed exterior pipe except where otherwise specified or indicated.
      c. Joints shall conform to AWWA C200 and AWWA C207.
      d. Flanges shall have a pressure rating not less than that required for pipe. Flanges shall be Class D and be drilled ANSI B16.1 Class 125.
      e. Where specifically indicated, flanges shall be Class E and be drilled ANSI B16.1 Class 250.
      f. Pipe with AWWA C606 shouldered-type joints may be substituted for Class D flanged pipe.
   3. Sleeved or Coupled:
      a. Provide for sleeves or couplings where indicated.
      b. Furnish pipe ends suitable for receiving style of sleeve or coupling indicated or specified.
      c. Provide anchored couplings where restraint is required to withstand specified operating or hydrostatic test pressure and where indicated.
   4. Restrained: Furnish where joint restraint is required to offset internal pipeline forces. Shouldered or groove type joints for victaulic-style couplings shall conform to AWWA C606.
   5. Welded:
      a. Provide pipe prepared for lap joints for field welding.
      b. Lap welded joints to be prepared for fillet welding on the outside or inside of the pipe.
      c. Lap joints prepared for field welding shall be in accordance with ANSI/AWWA C200. The method used to form, shape, and size bell ends shall be such that the physical properties of the steel are not substantially altered. Bell ends shall be formed by an expanding press or by the pipe being moved axially over a die in such a manner as to stretch the steel plate beyond its elastic limit to form a truly round bell of suitable diameter and shape. Forming of the bell by rolling shall not be allowed. Faying surfaces of the bell and spigot shall be essentially parallel, but in no case shall the bell slope vary more than 2 degrees from the longitudinal axis of the pipe.

D. Fittings and Specials:
   1. Fabricate from tested pipe to conform to AWWA C208 except where otherwise indicated or specified.
   2. Design to withstand internal and external loading specified for pipeline in which located.
   3. Reinforce tees, laterals, and outlets conforming to applicable provisions of AWWA M11.
   4. Include wall fittings with approved anchor ring where indicated.
   5. Include all adapters, outlets, taps, plugs, and other specials as required to complete installation as specified or indicated.

6. Provide openings for air valve, drain, sampling, sensing, testing, and other connections with threaded bosses or flanged outlets sized and located where indicated.
7. Provide tangent blowoff assemblies where indicated. Outlet size shall be 6 inches and have flanged end.

E. Test Plugs:
1. Provide pressure test plugs where required to test the installation.
2. Design test plugs to withstand the internal and external loading.
3. Join test plug to pipe and tie as required to sustain internal and external loading.

F. Lining:
1. All pipe and fittings shall be lined with cement mortar to conform to AWWA C205 unless noted otherwise. Thickness of lining shall conform to AWWA C205 and cement mortar lining shall be Type II or V, per ASTM C150.
2. Modified Polyamine Epoxy (Epoxoline FC22 by Tnemec Company, Inc.) may be used where approved by Engineer.
3. Termination of lining at ends shall be as follows:
   a. End of steel on spigot, flanged, grooved, shouldered, or plain end.
   b. Anticipated termination of mating spigot on bell end of push-on type joints.
4. Lining field welded pipe:
   a. After the joint has been welded and tested and sufficient backfill has been place to prevent the pipe from moving, the interior joint recess of shop-lined cement mortar lined pipe shall be filled with grout, tightly packed into the joint recess and troweled flush with the interior surface. All excess shall be removed.

G. Coating:
1. All pipe and fittings for buried service shall be coated with polyurethane to conform to AWWA C222, minimum 30 mils dry film thickness.
2. All pipe and fittings for exposed installation shall be shop prime coated as specified in Section 09 90 00.
3. Flange faces shall be coated with one of the following rust preventive compounds:
   a. Houghton "Rust Veto 344."
   b. Rust-Oleum "R-9."
   c. Engineer-approved equal.
4. All pipe and fittings for exposed exterior installation shall be shop finish coated as specified in Section 09 90 00.

H. Marking Pipe: In addition to the marking specified in paragraph "Pipe Marking," the following information shall be on all pipe, fittings, and specials:
1. Design pressure in feet.
2. Point of installation on all fittings and specials.
3. Length of any short pipe.

2.04 BURIED PVC PIPE, SIZES 4 INCHES TO 48 INCHES:

A. Materials:
1. Materials shall conform to AWWA C900.
2. Gaskets shall conform to ASTM F477, be synthetic rubber and certified in accordance with NSF 61 for water service.

B. Design of Pipe: Design shall conform to AWWA C900 and as specified:
1. Internal Loading:

a. Internal pressure specified plus allowance for surge pressure conforming to AWWA C900.
b. Hydrostatic test pressure as specified.

2. External Loading:
a. Earth dead load cover at 120 pcf plus AASHTO H-20 live loads.
b. 5% deflection limit.
c. Bedding condition as indicated.

3. Use E' of 700 and bedding angle of 90°.

C. Dimensions: The minimum pressure class for PVC pipe shall be as indicated in Appendix - Pipe Schedule.

D. Diameters: PVC pressure pipe shall have Cast-Iron-Pipe-Equivalent (CI) outside diameters.

E. Joints: Pipe shall be furnished with integral bell-type pipe ends designed for joint assembly using elastomeric gaskets.

F. Fittings:
1. Fittings shall conform to AWWA C110 or C153 and be ductile iron. Fittings shall be mechanical joint (restrained). Cement mortar lined, AWWA C104.

G. Marking: Identification markings on pipe shall conform to AWWA C900.

2.05 SLEEVES AND COUPLINGS:

A. Sleeves:
1. AWWA C110 mechanical joint ductile-iron solid or transition sleeve type:
a. Pipe end space shall not exceed one-third of the sleeve laying length.
b. Interior, exposed, exterior, or buried service as indicated.

B. Couplings:
1. Center sleeve and compression gland-type end ring conforming to AWWA C219.
a. Center sleeve shall be without pipe stop.
2. Split-sleeve type conforming to AWWA C227.
a. Coupling rings shall be steel for steel couplings
3. Couplings for joining steel pipe shall be steel.
4. Couplings for joining direct buried, exposed exterior, vault or pit installations of iron, or PVC pipe up to 12-inch diameter shall be iron. Provide lined and coated steel couplings for larger pipe diameters.
5. Couplings for exposed interior iron or PVC pipe may be steel or iron.
6. Fastener bolts shall be carbon or stainless steel for iron couplings and high-strength, low-alloy steel for steel couplings. Bolts for direct buried coupling installations shall be stainless steel.
7. Center sleeve and end rings conforming to AWWA C219 shall be:
a. Ductile or malleable iron for iron couplings.
b. Steel for steel couplings.
8. Grooved or shouldered couplings conforming to AWWA C606.
a. Shoulders shall be steel
9. Lining and Exterior Coating:
a. Use for all steel couplings intended for direct bury, exposed exterior, vault or pit installations.
b. Completely coat center sleeve and end rings.
c. Two-part epoxy or nylon fuse-coated to a minimum 10 mils thickness.

d. Line interior of all steel couplings intended for exposed-interior installations. Coat exterior with normal shop coating.

C. Flanged Coupling Adapters:
1. Flanged end and body to be one unit conforming to AWWA C219. Coupling end to be compression gland type with follower ring.
2. Adapters for joining direct buried, exposed exterior, vault or pit installations of iron pipe shall be iron.
3. Adapters for joining exposed interior iron pipe may be steel or iron.
4. Flanged end bolt circle, bolt size, and spacing shall conform to the applicable provisions of ANSI B16.1 and shall be drilled Class 125 for iron adapters. Flanges on steel adapters shall be AWWA C207, Class D, drilled ANSI B16.1 Class 125.
5. Bolts and nuts shall be ductile iron for iron adapters and high-strength, low-alloy steel for steel adapters.
6. Anchor studs shall not be used where joint restraint is required. Furnish adapters with tie rod harness assemblies where indicated.
7. Flange adapters for AWWA C606 grooves where indicated or approved by Engineer.
8. Lining and Exterior Coating for Steel Adapters:
   a. Two-part epoxy or nylon fuse-coated to a minimum 10 mils thickness.
   b. Completely coat adapter sleeve and end follower gland plus line interior for adapters intended for exposed exterior, vault or pit installations.
   c. Line interior of all adapters intended for exposed interior installations. Coat exterior with normal shop coating.

D. Expansion Joint Couplings:
1. Furnish single-end or double-end steel pipe expansion joints where indicated.
2. Slip-pipe's exterior section, which is in contact with the packing, is to be hard chrome-plated on a machined surface.
3. Furnish with limit rods where joint restraint is required.
4. Lining and Exterior Coating:
   a. Normal shop exterior coating.
   b. Line slip-pipe with cement mortar.
5. Bolts and limit rods shall be stainless steel.
6. Acceptable manufacturers are as follows:
   a. Dresser Industries, Inc. - Type 1, 2, 3, and 4, Style 63.
   b. Rockwell International Corp. - Type 611 and 612.
   c. Ford Style 811 and 812, Ford Meter Box Company, Inc.
   d. Smith Blair Style 411
   e. Baker Style 200
7. Grooved flexible couplings where indicated or approved by Engineer.
   a. Engineer-approved equal.

E. Anchored Couplings:
1. Furnish where joint restraint required to offset internal pipeline forces.
2. Provide harnessed sleeve couplings and flanged coupling adapters with tie rod harnesses where indicated.
   a. Harnesses shall consist of lugs or clamps welded or otherwise securely fastened to opposite joint elements with tie bolts between opposing lugs. "Dog ear" lugs shall be fabricated as indicated.

b. Design of harnesses for steel pipe shall conform with applicable provisions of AWWA M11.

3. Provide expansion couplings with limit rods.
4. Provide couplings for grooved and shouldered type joints conforming to AWWA C606.
   a. Furnish grooved ends on ductile-iron end pipe.
   b. Furnish grooved or shouldered ends on steel pipe.
5. Mechanical joint retainer glands may be used where joint restraint is required. Retainer glands shall be Megalug manufactured by EBAA Iron, Inc. or approved equal.

F. Insulated Couplings:
1. Couplings shall be insulated to prevent electrical conductivity where indicated.
2. Insulated coupling design shall be otherwise conforming to the standard types and styles specified.

G. Dismantling Joints:
1. Consists of a mechanical joint fitting located between two pipe flanges with restraining rods across the mechanical joint section, providing a restrained system with integral space for removal of adjacent equipment.
2. Shall conform to AWWA C-219.
3. Materials shall be steel.
4. When connected to DIP system, install insulating flange kit.
5. Grooved or Shouldered couplings may be used for dismantling where indicated or approved by Engineer.

2.06 JOINT LOCATIONS FOR CONNECTIONS TO NEW STRUCTURES:

A. All pipe connections to new structures shall have a dual joint flexible connection.
1. Each flexible connection joint shall be equal to or greater in flexibility to a restrained ductile-iron pipe mechanical or push-on joint as applicable for this Project.
2. The first flexible connection joint shall be within 12 inches of the face of the structure.
   a. If the pipe connection allows, the first joint may be less than the minimum 12 inches from the face of the structure, but the required flexibility and restraint shall still be provided.
3. Except where the piping layout does not allow for the required distance, a 3-foot minimum to 4-foot maximum length pipe section shall follow the first joint. Where the piping layout does not allow for the minimum distance, the joints provided shall meet the requirements of this Section and the pipeline length shall be maximized given the pipe material being used.
4. The second flexible connection joint shall then connect to the yard piping.
5. The joint type, coupling type, and restraint system shall be of the types specified within this Section.
6. Except where noted or otherwise specified, all joints shall be restrained.

2.07 GASKETS AND BOLTING MATERIALS:

A. Gaskets shall be certified in accordance with NSF 61 for water service, including raw, partially treated, and finished water, and chemicals applied to water.

B. Provide all gaskets, bolts, lubricant, and other accessories required to install pipe, fittings, and specials complete and ready for service.

C. Gaskets for flanged joints for ductile iron pipe and fittings shall conform to ANSI B16.21, 1/8-inch thick full-face synthetic rubber or American Cast Iron Pipe Company Toruseal 1/8-inch thick full-face. Provide full-face gaskets for all pump and equipment connections.
D. Gaskets for ductile iron flanged pipe and fittings 12 inch and smaller shall have "nominal" inside diameters, not the larger inside diameters per ANSI B16.21.
E. Bolts for flanged joints for ductile iron pipe shall conform to ASTM A307, Grade B. Nut and bolt heads shall be hexagonal.
F. Bolts for flanged joints for steel pipe shall conform to ASTM A193, Grade B7 with ASTM A194 Grade 2H heavy hex nuts or ASTM A563 heavy hex nuts for 1 in and smaller. Washers, when used, shall meet the requirements of ASTM F436.
G. Gaskets for flanged joints for steel pipe and fittings shall conform to AWWA C207, 1/16-inch thick full-face elastomeric. Provide full-face gaskets for all pump and equipment connections.
H. Gaskets and bolts for other than flanged joints shall be as otherwise specified for pipe and pipe joints.

2.08 JOINT BONDING:
A. Joint bonding shall be provided as indicated on the Drawings.
B. Bonding shall be accomplished:
1. With No. 2 insulated, stranded, soft annealed copper wire attached to pipe cylinder by thermic weld.
2. With manufacturer's standard subject to Engineer's approval.

PART 3 - EXECUTION

3.01 INSTALLATION:
A. Specified in Section 33 31 50.

3.02 FIELD TESTING:
A. Specified in Section 33 31 50.

3.03 FIELD PROTECTIVE COATING:
A. Specified in Section 09 90 00.

3.04 SCHEDULES AND DATA SHEETS:
A. See Appendix A for Pipe Schedule for Package 1.
B. See Appendix B for Pipe Schedule for Package 2.
C. See Appendix C for Pipe Schedule for Package 3.
D. See Appendix D for Pipe Schedule for Package 4.
E. See Appendix E for Pipe Schedule for Package 5.

END OF SECTION 33 11 00

Exhibit B

INSURANCE REQUIREMENTS FOR: Pipeline License		
Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.		
COVERAGE TYPE	>	**MINIMUM COVERAGE**
Commercial General Liability (CGL)	>	**$10,000,000 Per Occurrence**
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to: · Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.		
All Risk Property	>	**Replacement Value**
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following: · Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear.		
Automobile Liability	>	**$2,000,000 Combined Single Limit Each Occurrence**
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	**Statutory Limits where Services are to be performed**
Employers Liability	>	**$1,000,000 Each Occurrence**
	>	**$1,000,000 Disease Per Employee**
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	**$10,000,000 Per Occurrence**
The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.		
Railroad Protective Liability	>	**$2,000,000 Per Occurrence** **$6,000,000 Aggregate**

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Insurance Requirements continued on following page

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.

2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.

3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.

2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.

3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.

4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.

5. Licensee is not allowed to have a self-insure greater than $250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.

7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

KANSAS & OKLAHOMA RAILROAD, L.L.C.

LICENSE AGREEMENT FOR WIRE, PIPE AND CABLE TRANSVERSE CROSSINGS AND LONGITUDINAL OCCUPATIONS

THIS AGREEMENT, made and entered into _____, between **KANSAS & OKLAHOMA RAILROAD, L.L.C.** which has a mailing address at **315 WEST 3RD STREET, PITTSBURG, KANSAS 66762** party of the first part (hereinafter called "Railroad"), and the **CITY OF WICHITA** having a mailing address at **455 NORTH MAIN, 8TH FLOOR, WICHITA, KANSAS 67202** as party of the second part (hereinafter called "Licensee").

WITNESSETH, that said Railroad (which when used herein shall include any lessor, successor or assignee of or operator over its railroad) insofar as it has the legal right and its present title permits, and in consideration of the covenants and conditions hereinafter stated on the part of Licensee to be kept and performed, hereby permits, as a temporary license, Licensee to construct, maintain, repair, alter, renew, relocate and ultimately remove:

One (1) buried 60-inch steel pipeline containing one (1) 42-inch ductile iron water pipeline and one (1) 2-inch polyvinyl chloride pipeline containing one (1) 48-strand fiber optic cable wireline for internal communication as hereinafter more fully described on the attached Exhibit "A".

LOCATION: below the tracks, right of way and property owned by Railroad at a location approximately 2,145 feet southeast of Mile Post 490 and 1,270.5 feet southeast of the centerline of Hoover Road, at or near the City of Wichita, County of Sedgwick, State of Kansas.

In accordance with construction plans, submitted by Licensee to and approved by the Property Manager, incorporated herein by reference, all and any part thereof being hereinafter referred to as the "**FACILITIES**"; said license, however, shall be under and subject to the following terms, covenants and conditions as hereinafter recited, which are hereby accepted and agreed to, by Licensee, to wit:

1. The Licensee shall pay to Railroad upon the execution hereof, the lump sum of **ONE THOUSAND FIFTY AND NO/100 DOLLARS ($1,050.00)** as a one-time document processing fee and the further sum of **TWENTY-FIVE THOUSAND AND NO/100 DOLLARS ($25,000.00)** as a one-time license fee.

2. (a) The Facilities shall be located, constructed and maintained in exact accordance with said construction plans and for the purpose as outlined in Page 1. No departure shall be made at any time there from except upon permission in writing granted by the Property Manager, or his designee, provided, however, that if any commission or other regulatory body duly constituted and appointed in compliance with the laws of the State in which the crossing or occupancy herein provided is situated, and having jurisdiction in the premises, has by ruling or other general order determined and fixed the manner and means of construction, maintenance, repair, alteration, renewal, relocation or removal thereof, then said ruling or general order shall prevail for the crossing or occupancy herein mentioned.

   (b) The work of constructing, maintaining, repairing, altering, renewing, relocating or removing the said Facilities shall be done under such general conditions as will be satisfactory to and approved by the Property Manager, or his designee, and as will not interfere with the proper and safe use, operation and enjoyment of the property of Railroad. Licensee, at its own cost and expense, shall, when performing any work in connection with the Facilities, furnish any necessary inspectors, flagmen or watchmen to see that men, equipment and materials are kept a safe distance away from the tracks of Railroad.

(c) In addition to, but not in limitation of any of the foregoing provisions, if at any time Railroad should deem inspectors, flagmen or watchmen desirable or necessary to protect its operations or property, or its employees, patrons or Licensees during the work of construction, maintenance, repair, alteration, renewal, relocation or removal of said Facilities, of Licensee, Railroad shall have the right to place such inspectors, flagmen, or watchmen at the sole risk, cost and expense of Licensee, which covenants and agrees to bear the full cost and expense thereof and to promptly reimburse Railroad upon demand. The furnishing or failure to furnish inspectors, flagmen, or watchmen by Railroad, however, shall not release Licensee from any and all other liabilities assumed by Licensee under the terms of this Agreement. Furthermore, Railroad may require Licensee and/or its Contractor to secure construction observation through Railroad's approved observer named below during all construction and installation work. Licensee is to directly contract and coordinate services with Railroad's approved observer:

RailPros Field Services
Email: Watco.Utility@railpros.com
Phone: 682-223-5271

3. If Licensee desires or is required, as herein provided, to revise, renew, add to or alter in any manner whatsoever the aforementioned Facilities, it shall submit plans to Railroad and obtain the written approval of the Property Manager thereto before any work or alteration of the structure is performed and the terms and conditions of this Agreement with respect to the original construction shall apply thereto. Railroad reserves the right to make adjustments in the rental charges.

4. (a) Licensee shall at all times be obligated to promptly maintain, repair and renew said Facilities; and shall, upon notice in writing from Railroad and requiring it so to do, promptly make such repairs and renewals thereto as may be required by Railroad; or Railroad, for the purpose of protecting and safeguarding its property, traffic, patrons or employees from damage or injury, may with or without notice to Licensee at any time make such repairs and renewals there to and furnish such material therefore as it deems adequate and necessary all at the sole cost and expense of Licensee.

(b) In the event of an emergency, Licensee will take immediate steps to perform any necessary repairs, and in the event Licensee fails so to do, Railroad will perform said necessary repairs at the sole cost and expense of Licensee.

5. (a) The supervision over the location of the construction work and inspection of the Facilities and the approval of the material used in construction, maintenance, repair, alteration, renewal, relocation and removal of the aforesaid Facilities covered by this Agreement shall be within the jurisdictional rights of Railroad.

(b) The right of supervision over the location of the construction work and inspection of the Facilities from time to time thereafter by Railroad, shall extend for an appropriate distance on each side of the property of Railroad as the method of construction and materials used may have an important bearing upon the strength and stability of the Facilities over, under, upon or in the property of Railroad.

6. Licensee shall comply with all Federal, State and Local laws, and assume all cost and expense and responsibility in connection therewith, without any liability whatsoever on the part of the Railroad.

7. (a) It is understood between the parties hereto that the operations of Railroad at or near the Facilities involve some risk, and Licensee as part of the consideration for this license hereby releases and waives any right to ask for or demand damages for or account of loss of or injury to the Facilities (and contents thereof) of Licensee that are over, under, upon or in the property and facilities of Railroad including the loss of or interference with service or use thereof and whether attributable to the fault, failure or negligence of Railroad or otherwise.

(b) And Licensee also covenants and agrees to and shall at all times indemnify, protect and save harmless Railroad from and against all cost or expense resulting from any and all losses, damages, detriments, suits, claims, demands, costs and charges which the said Railroad may directly or indirectly suffer, sustain or be subjected to by reason or on account of the construction, placement, attachment, presence, use, maintenance, repair, alteration, renewal, relocation or removal of said Facilities in, on, about or from the premises of Railroad whether such losses and damages be suffered or sustained by Railroad directly or by its employees, patrons or licensees, or be suffered or sustained by other persons or corporations, including Licensee, its employees and agents who may seek to hold Railroad liable therefore, and whether attributable to the fault, failure or negligence of Railroad or otherwise, except when proved by Licensee to be due directly to the sole negligence of Railroad. **IRRESPECTIVE OF THE ABOVE AND REGARDLESS OF THE FAULT OF RAILROAD, UNDER NO CIRCUMSTANCES SHALL RAILROAD HAVE ANY LIABILITY TO THE OTHER PARTY, THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, OR THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT LOSS OR DAMAGES, PUNITIVE, OR EXEMPLARY DAMAGES OR COSTS HOWSOEVER CAUSED ON ACCOUNT OF THE CONSTRUCTION, PLACEMENT, ATTACHMENT, PRESENCE, USE, MAINTENANCE, REPAIR, ALTERATION, RENEWAL, RELOCATION OR REMOVAL OF SAID FACILITIES IN, ON, ABOUT OR FROM THE PREMISES OF RAILROAD DESCRIBED HEREIN AND LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS RAILROAD FROM THE SAME.**

(c) If a claim or action is brought against either party and for which the other party may be responsible hereunder in whole or in part, such other party shall be notified and permitted to participate in the handling or defense of such matter.

8. All cost and expenses in connection with the construction, maintenance, repair, alteration, renewal, relocation and removal of said Facilities shall be borne by Licensee, and in the event of work being performed or material furnished by Railroad under the stipulated right to perform such work of construction, maintenance, repair, alteration, renewal, relocation or removal under any section hereof, Licensee agrees to pay to Railroad the actual cost of material plus the current applicable overhead percentages for storage, handling, transportation, purchasing and other related material management expenses and the actual cost of labor plus the current applicable overhead percentages as developed and published by the accounting department of Railroad for fringe benefits, payroll taxes, administration, supervision, use of tools, machinery and other equipment, supplies, employers liability insurance, public liability insurance and other insurance, taxes and all other indirect expenses. It is to be understood that the aforementioned material and labor overhead charges are to be applied at the rates which are effective at the time of the performance of any work by employees of Railroad on the said Facilities. Licensee agrees to pay such bills within thirty (30) days of the presentation thereof by Railroad.

9. Licensee shall, at its sole cost and expense, upon request in writing of Railroad, promptly change the location of said Facilities covered by this Agreement, where located over, upon or in the property and facilities of Railroad, to another location, to permit and accommodate changes of grade or alignment and improvement in or additions to the facilities of Railroad upon land now or hereafter owned or used by Railroad to the intent that said construction shall at all times comply with the terms and conditions of this Agreement with respect to the original construction; or in the event of the lease, sale or disposal of the premises or any part thereof encumbered by this license, then said Licensee shall make such adjustments or relocations in its Facilities as are over, upon or in the property and facilities of Railroad as may be required by said Railroad or its grantee; and if Licensee shall fail or refuse to comply therewith, then the duly authorized agents of Railroad may make such repairs or adjustments or changes in location and provide necessary material therefore.

10. Upon termination of this Agreement or upon the removal or abandonment of the Facilities covered hereby, all the rights, title and interest of Licensee hereunder shall cease and determine, and this instrument shall thereupon become and be null and void, without any liability on the part of either party to the other party

except only as to any rentals and liability accrued prior thereto, and Licensee shall remove its said Facilities and appurtenances from Railroad property, and right of way and all property of Railroad shall be restored in good condition and to the satisfaction of Railroad. If Licensee fails or refuses to remove its Facilities and appurtenances under the foregoing conditions, Railroad shall be privileged to do so at the cost and expense of Licensee, and Railroad shall not be liable in any manner to Licensee for said removal.

11. In the event the Facilities consist of an underground occupation, Licensee will be responsible for any settlement caused to the roadbed, right of way and/or tracks, facilities and appurtenances of Railroad arising from or as a result of the installation of the said Facilities for a period of one (1) year subsequent to the date of completion of the installation, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

12. In the event the said Facilities consist of electrical power or communication wires and/or appurtenances, Licensee shall at all times be obligated promptly to remedy any inductive interference growing out of or resulting from the presence of its Facilities; and if Licensee should fail so to do, then Railroad may do so, and Licensee agrees to pay to Railroad on demand the full cost and expense therefore.

13. As part of the consideration of the within Agreement, Licensee covenants and agrees that no assessments, taxes or charges of any kind shall be made against Railroad or its property by reason of the construction of said Facilities of Licensee, and Licensee further covenants and agrees to pay to Railroad promptly upon bills rendered therefore the full amount of any assessments, taxes or charges of any kind which may be levied, charged, assessed or imposed against Railroad or its property by reason of the construction and maintenance of said Facilities of Licensee.

14. The rights conferred hereby shall be the privilege of Licensee only, and no assignment or transfer hereof shall be made, or other use be permitted than for the purpose stated on page 1 without the consent and agreement in writing of Railroad being first had and obtained.

15. This Agreement shall take effect after signed by both parties. This Agreement will automatically renew for one (1) year terms thereafter if neither party submits in writing the desire to terminate.

16. This Agreement with the rights granted may be terminated at any time by either party hereto upon not less than thirty (30) days' written notice to the other; and upon the expiration of the said thirty (30) days after service of such notice, this Agreement and the permission and privileges hereby granted shall absolutely cease and terminate.

17. Automobile mileage charges incurred by aforementioned Railroad inspectors, flagmen or watchmen in connection with the installation, maintenance, etc., of said Facilities will be based on allowances approved by the United States Government in effect at the time the expenses are incurred.

18. Environmental Compliance

    18.1 Licensee represents that it has conducted a complete inspection of the Facilities and except as noted herein, finds the Facilities to be reasonably free from pollution-induced conditions.

    18.2 Without limiting any other provisions of this Agreement, Licensee, at its expense, will at all times maintain and keep the Facilities and all improvements and property now or hereafter erected or placed thereon, including but not limited to, the structures, equipment, and operations, in compliance with all federal, state, and local laws, rules and regulations designed to prevent or control the discharge of substances in the land, water, or air, and Licensee agrees to indemnify, hold harmless and defend Railroad from and against any and all suits, actions, proceedings, fines, claims, or the cleanup, response, removal or remediation of any environmental condition arising

from or alleged to arise from a violation of any such environmental law, rule, or regulation, unless and except where such violation shall have been caused solely by the fault of the Railroad.

18.3 Without limiting any other provision of this Agreement, Railroad shall have the right to enter and inspect the Facilities in order to determine whether Licensee is complying with such laws, rules, and regulations, but no such inspection or absence of inspection by Railroad shall be construed to relieve Licensee of its obligations to comply with all such laws, rules and regulations.

18.4 In the event any cleanup, response, removal or remediation of any environmental condition is required by a governmental entity (hereinafter collectively referred to as "Response Action"), Licensee shall not be entitled to any damages, actual or consequential, by reason of the Response Action's interference with Licensee's use of the Facilities. Licensee shall not be entitled to abatement in the rent for any interference with Licensee's use of the Facilities due to a Response Action. Licensee shall permit Railroad and its contractor's full, unrestricted and unconditional access to the Facilities for the purpose of completing or engaging in a Response Action for which Licensee is responsible should Licensee fail to diligently pursue and complete such Response Action to the satisfaction of Railroad. Railroad's completion of any Licensee's obligations hereunder shall not be deemed a waiver of Licensee's obligations under this Agreement. Railroad shall have the right, but not the obligation, to conduct reasonable inspections of Licensee's Response Action and Licensee shall provide Railroad all information requested by Railroad regarding Licensee's Response Action or any environmental condition for which Licensee is responsible.

19. Licensee shall, at its sole cost and expense, procure and maintain during the life of this Agreement the insurance coverage as outlined in **Exhibit "B"**.

20. Any Notice required or permitted to be served under the terms of this License shall be sent by certified mail, postage fully prepaid, and return receipt requested, to the parties at the following addresses:

To Railroad: Kansas & Oklahoma Railroad, L.L.C.
315 West 3rd Street
Pittsburg, KS 66762
Attn: Manager - Real Estate

To Licensee: City of Wichita
455 N Main, 8th Floor
Wichita, KS 67202
Attn: Bill Perkins

or at such other address as the respective parties may from time to time give notice of.

21. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument. This Agreement may be validly executed and delivered by telephonic facsimile transmission, e-mail transmission, or other electronic means including, without limitation, through the use of DocuSign or similar service, and the signatures on such electronic copies, whether generated electronically or manually, shall be deemed to be original signatures.

The terms of this Agreement shall be binding and effective upon all the parties hereto, and unless and until terminated, as hereinbefore provided, this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, subject, however, to the provisions of Article "14" of this Agreement.

Signatures on following page

IN WITNESS WHEREOF, the said parties hereto have caused this Agreement to be duly executed and delivered as of the day and year first above written.

KANSAS & OKLAHOMA RAILROAD, L.L.C. ***(as Railroad)***	***CITY OF WICHITA*** ***(as Licensee)***
By: _____	By: _____
Name: Kim A. Williams	Name: _____
Title: Manager – Real Estate	Title: _____
Witness as to Railroad	Witness as to Licensee
_____	_____
Name: _____	Name: _____

Exhibit A Summary

Exhibit A on the following page

Summary Table

1.	License #	KORR551341
2.	Railroad	Kansas & Oklahoma Railroad, L.L.C.
3.	Licensee	Wichita, City of
4.	Description of Work	One buried 60-in steel pipeline containing one 42-in DI water pipeline and one 2-in PVC pipeline containing one 48-strand FOC wireline for internal comm crx 2145 ft SE MP 490 and 1270.5 ft SE c/l Hoover Rd
5.	City, County, State	Wichita, Sedgwick, KS
6.	Mile Post	489.596
7.	Latitude/Longitudinal Coordinates	37.7186889260 / -97.4043519593

GENERAL NOTES:

1. THESE NOTES APPLY ONLY TO WORK PERFORMED UNDER WBS 050 OFFSITE PIPING.

2. COMPLY WITH ALL APPLICABLE SAFETY REGULATIONS. ALL CONSTRUCTION SHALL BE COMPLETED FOLLOWING CURRENT PROJECT SPECIFICATIONS AND PROVISIONS.

3. ALL CONSTRUCTION AND MATERIALS TO COMPLY WITH PROJECT CONSTRUCTION SPECIFICATIONS AND DETAILS, UNLESS OTHERWISE INCLUDED IN THE CONTRACT DOCUMENTS.

4. DESIGN-BUILDER WILL BE REQUIRED TO PROVIDE NOTICE TO UTILITY COMPANIES A MINIMUM OF SEVENTY-TWO (72) HOURS PRIOR TO AN EXCAVATION, AS FOLLOWS:

   KANSAS ONE-CALL 687-2470

   THE DESIGN-BUILDER MUST NOTIFY THE FOLLOWING IN CASE OF AN EMERGENCY:

AT&T	1-800-246-8464
BLACK HILLS ENERGY	1-800-694-8989
CITY OF WICHITA WATER & SEWER DEPT.	1-316-219-8921
CITY OF WICHITA STORMWATER	1-316-268-4090
CITY OF WICHITA TRAFFIC	1-316-268-4034
COX COMMUNICATIONS	1-888-249-3530
EVERGY	1-800-544-4857
KANSAS FIBER NET	1-855-536-4357
KANSAS GAS SERVICE	1-888-482-4950

5. UTILITY SERVICE LINES, POLES, ETC. ARE TO BE ADJUSTED AS NECESSARY BY OTHERS PRIOR TO CONSTRUCTION UNLESS THE PLANS SPECIFICALLY CALL FOR THEIR ADJUSTMENT BY THE DESIGN-BUILDER OR UNLESS THE PLANS SPECIFICALLY IDENTIFY A UTILITY TO BE ADJUSTED BY ITS OWNER DURING CONSTRUCTION. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE PLANS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. THE DESIGN-BUILDER WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION.

6. EXISTING UTILITIES AND THEIR LOCATION, AS SHOWN ON THE DRAWINGS, REPRESENT THE BEST INFORMATION OBTAINABLE FOR DESIGN. LOCATION INFORMATION HAS BEEN OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND IS EITHER FROM COMPANY RECORD DRAWINGS OR COMPANY PROVIDED FIELD LOCATIONS. OTHER BURIED LINES AND CABLES MAY EXIST WHICH ARE NOT SHOWN ON THESE DRAWINGS. THE DESIGN-BUILDER SHALL HAVE ALL BURIED LINES LOCATED AND FLAGGED IN THE FIELD PRIOR TO COMMENCING WORK. THE DESIGN-BUILDER SHALL CONTACT THE ENGINEER AND REVIEW ANY BURIED LINES LOCATED IF CONFLICTS EXIST. THE DESIGN-BUILDER WILL BE REQUIRED TO WORK AROUND EXISTING UTILITIES WITHIN THE RIGHT-OF-WAY WHICH DO NOT CONFLICT WITH PROPOSED CONSTRUCTION. ANY LINES DAMAGED SHALL BE REPLACED OR REPAIRED IMMEDIATELY AS DIRECTED BY THE ENGINEER AT THE DESIGN-BUILDER'S EXPENSE.

7. EXPOSE AND VERIFY THE VERTICAL AND HORIZONTAL LOCATION OF EXISTING UTILITIES THAT ARE IN POTENTIAL CONFLICT WITH THE PROPOSED IMPROVEMENTS. THE UTILITY LOCATES SHALL BE PERFORMED PRIOR TO THE START OF CONSTRUCTION AND ANY DISCREPANCIES SHALL BE REPORTED IMMEDIATELY TO THE ENGINEER.

8. MAINTAIN A MINIMUM OF 10-FOOT HORIZONTAL SEPARATION BETWEEN ALL WATER LINES (MAINS, SERVICES, AND FIRE HYDRANTS) AND ALL SANITARY SEWER LINES (MAINS, SERVICES, AND MANHOLES). ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

9. MAINTAIN A MINIMUM OF 2-FOOT VERTICAL SEPARATION BETWEEN ALL WATER LINES (MAINS AND SERVICES) AND ALL GRAVITY SANITARY SEWER LINES (MAINS, SERVICES, AND MANHOLES) AT CROSSINGS. ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

10. MAINTAIN A MINIMUM OF 2-FOOT VERTICAL SEPARATION BETWEEN ALL WATER LINES (MAINS AND SERVICES) AND ALL PRESSURIZED SANITARY SEWER LINES (FORCE MAINS AND SERVICES) AT CROSSINGS. WATERLINES MUST ALWAYS BE PLACED ABOVE PRESSURIZED SANITARY SEWER LINES WHERE THEY CROSS. ALL SEPARATION DISTANCES ARE TO BE MEASURED FROM EDGE-TO-EDGE, AT THE CLOSEST POINT.

11. RUBBLE FROM THE REMOVAL OF MISCELLANEOUS STRUCTURES AND EXCESS EXCAVATION WHICH IS TO BE WASTED SHALL BE DISPOSED OF ON SITES TO BE PROVIDED BY THE DESIGN-BUILDER. THESE SITES SHALL BE APPROVED BY THE ENGINEER AS TO SUITABILITY, APPEARANCE AND SITE LOCATION. LOCATIONS, IN THE OPINION OF THE ENGINEER, THAT WILL LEAVE AN UNSIGHTLY APPEARANCE WILL NOT BE APPROVED. ALL DISPOSAL SITES MUST BE APPROVED BY THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT. MATERIAL EITHER STOCKPILED OR DISPOSED OF IN A FLOOD PLAIN WILL REQUIRE A KANSAS STATE BOARD OF AGRICULTURE PERMIT. ANY MATERIAL DUMPED IN WATERS OF THE UNITED STATES OR WETLANDS IS SUBJECT TO U.S. CORPS OF ENGINEERS PERMITTING REGULATIONS. ANY MATERIAL BURIED OR STOCKPILED BEYOND APPROVED CONSTRUCTION LIMITS WOULD REQUIRE ADDITIONAL ARCHAEOLOGICAL INVESTIGATIONS UNLESS BURIED IN A PREVIOUSLY APPROVED BORROW LOCATION.

12. EARTHWORK SHALL BE IN ACCORDANCE WITH SECTION 31 20 50.

13. STRIP AND STOCKPILE TOPSOIL WITHIN THE LIMITS OF DISTURBANCE.

14. TREES AND SHRUBS IN PUBLIC RIGHT-OF-WAY WHICH ARE IN DIRECT CONFLICT WITH PROPOSED NEW CONSTRUCTION SHALL BE REMOVED BY THE DESIGN-BUILDER WITH THE ENGINEER'S APPROVAL. TREES AND SHRUBS WHICH ARE NOT IN DIRECT CONFLICT WITH PROPOSED NEW CONSTRUCTION SHALL BE SAVED AND PROTECTED FROM DAMAGE.

15. AVOID REMOVAL OR TRIMMING OF ANY TREES OR SHRUBS WHERE POSSIBLE. WHERE THE DESIGN-BUILDER BELIEVES THE REMOVAL OR TRIMMING IS UNAVOIDABLE, THIS WORK SHALL BE COORDINATED WITH THE ENGINEER. TREE TRIMMING/REMOVAL SHALL BE COMPLETED IN ACCORDANCE WITH U.S FISH AND WILDLIFE SERVICE AND KANSAS DEPARTMENT OF WILDLIFE, PARKS, AND TOURISM RESTRICTIONS.

16. PRESERVE PROPERTY IRONS. RE-ESTABLISH ANY PROPERTY IRONS WHICH ARE DAMAGED OR DESTROYED BY CONSTRUCTION OPERATIONS. SUCH IRONS SHALL BE RE-ESTABLISHED BY A LICENSED LAND SURVEYOR IN ACCORDANCE WITH STATE LAWS.

17. THE OWNER SHALL FIELD LOCATE WATER VALVES ONE TIME DURING CONSTRUCTION WHEN REQUESTED BY THE DESIGN-BUILDER. IT SHALL BE THE DESIGN-BUILDER'S RESPONSIBILITY TO PRESERVE SUCH FIELD LOCATIONS DURING THE CONSTRUCTION PROCESS. WATER VALVES, VALVE BOXES OR FIRE HYDRANTS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED BY THE DESIGN-BUILDER AT HIS OWN EXPENSE. VALVE BOXES AND WATER METERS WITHIN THE PROJECT LIMITS SHALL BE ADJUSTED TO MATCH FIELD GRADES BY THE DESIGN-BUILDER.

18. LIMIT THE EXTENT OF TRENCH OPENINGS OVERNIGHT AND WEEKENDS TO LESS THAN 50 FEET.

19. THE DESIGN-BUILDER SHALL LAY A TRACER WIRE AND SET TEST STATIONS ALONG ALL PIPE INSTALLED IN ACCORDANCE WITH THE SPECIFICATIONS AND TRACER WIRE DETAILS.

20. THRUST BLOCKS SHALL BE INSTALLED AT ALL BENDS IN ACCORDANCE WITH THE THRUST BLOCK DETAILS UNLESS AN INTEGRAL RESTRAINT SYSTEM IS UTILIZED.

21. DEFLECTIONS AT PIPE JOINT OR COUPLINGS SHALL NOT EXCEED THE PIPE MANUFACTURER'S RECOMMENDED MAXIMUM. WHERE DEFLECTIONS ARE GREATER THAN THE MAXIMUM ALLOWED, THE DESIGN-BUILDER SHALL UTILIZE LONG SLEEVE OR MULTIPLE JOINTS.

22. ANY EXISTING JOINT EXPOSED DURING EXCAVATION SHALL BE REPLACED IF WITHIN FOUR FEET OF PROPOSED JOINT.

23. PROTECT FROM DAMAGE AND SUPPORT EXISTING UTILITIES THROUGH CONSTRUCTION AS APPROVED BY THE UTILITY OWNER AND THE ENGINEER.

24. MAINTAIN UNINTERRUPTED UTILITY SERVICE TO ADJACENT FACILITIES DURING CONSTRUCTION, UNLESS OTHERWISE APPROVED BY OWNER.

25. WRITTEN REQUEST TO THE OWNER WILL BE REQUIRED 72 HOURS PRIOR TO A SCHEDULED UTILITY OUTAGE. THE FIRE DEPARTMENT MUST BE NOTIFIED OF ANY FIRE HYDRANTS OR WATER MAINS TAKEN OUT OF SERVICE.

26. GIVE ALL PROPERTY OWNERS AND/OR TENANTS OF DEVELOPED PROPERTY ABUTTING THE CONSTRUCTION OF THIS PROJECT A MINIMUM OF TEN (10) DAYS NOTICE PRIOR TO START OF CONSTRUCTION.

27. EASEMENTS AND RIGHTS-OF-WAY PROVIDED BY THE OWNER FOR THE PROJECT ARE SHOWN ON THE DRAWINGS. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR THE ACQUISITION OF ANY ADDITIONAL TEMPORARY EASEMENTS OR RIGHTS-OF-WAY DESIRED TO USE IN COMPLETING THE WORK.

28. IF TRAFFIC WILL BE IMPACTED BY CONSTRUCTION, A TRAFFIC CONTROL PLAN MUST BE SUBMITTED AND APPROVED BY THE CITY TRAFFIC ENGINEER AT TRAFFIC@WICHITA.GOV BEFORE CONSTRUCTION CAN BEGIN. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL MEASURES TO FACILITATE CONSTRUCTION. ALL CONSTRUCTION ZONE MARKINGS AND SIGNAGE SHALL CONFORM TO THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AS PUBLISHED BY THE US DEPT. OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION.

29. CONTAIN OPERATIONS TO PERMIT LOCAL AND EMERGENCY TRAFFIC THROUGH AND ACROSS CONSTRUCTION AT ALL TIMES. THE DESIGN-BUILDER SHALL UTILIZE WARNING SIGNS, FLASHING LIGHTS, BARRICADES, AND FLAGMEN IN COMPLIANCE WITH THE LATEST VERSION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

30. MINIMUM DEPTH OF BURY IS 36-INCHES UNLESS NOTED OTHERWISE.

RESTORATION, EROSION AND SEDIMENT CONTROL NOTES:

1. ALL AREAS DISTURBED DURING CONSTRUCTION THAT WILL NOT BE UNDER PROPOSED PAVEMENT SHALL BE RESTORED TO MATCH EXISTING CONDITIONS.

2. RESTORE ALL DITCHES, SWALES, ROAD SHOULDERS, AND BANKS TO THEIR ORIGINAL SLOPES AND GRADES EXCEPT AS SHOWN OTHERWISE. WHERE EXISTING ENTRANCE PIPE, DRAINAGE PIPE, SIGNS, FENCES, LANDSCAPING, ETC., CONFLICT WITH THE PROPOSED WORK HEREIN, THEY SHALL BE REMOVED AND REPLACED OR RESET, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

3. RESTORE TOPSOIL AND SEED ALL AREAS DISTURBED DURING CONSTRUCTION UNLESS DESIGNATED TO RECEIVE OTHER SURFACING.

4. INSTALL AND/OR MAINTAIN EROSION CONTROL METHODS AS SPECIFIED ON THE PLANS. THE DESIGN-BUILDER SHALL BE RESPONSIBLE FOR MAINTAINING EROSION CONTROL THROUGH THE COMPLETION OF THIS PROJECT. INSTALLATION OF THESE EROSION CONTROL DEVICES DOES NOT RELIEVE THE DESIGN-BUILDER OF THE RESPONSIBILITY OF ABATING SOIL EROSION.

5. TAKE CARE TO PREVENT SILT AND DEBRIS FROM ENTERING ANY STORM DRAINAGE SYSTEM DURING CONSTRUCTION. PIPES OR STRUCTURES WHICH CONTAIN MATERIALS FROM THE DESIGN-BUILDER'S ACTIVITIES SHALL BE THOROUGHLY CLEANED BY THE DESIGN-BUILDER.

6. ALL GRASSED AREAS DISTURBED BY CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE REPLANTED WITH GRASS AND FERTILIZED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS. EXISTING GRASSED AREAS DISTURBED BY CONSTRUCTION SHALL BE REPLANTED WITH THE SAME TYPE OF GRASS AS WAS REMOVED, UNLESS OTHERWISE SPECIFIED.

7. SEED ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES WITH TEMPORARY RYE GRASS. RYE GRASS SEED SHALL BE PLANTED AT A MINIMUM RATE OF SIX (6) POUNDS PER ONE THOUSAND (1,000) SQUARE FEET. THIS TEMPORARY SEEDING MAY BE OMITTED ONLY IF PERMANENT SEEDING/SODDING IS APPLIED. TEMPORARY SEEDING OR PERMANENT SEEDING/SODDING SHALL BE APPLIED WITHIN 14 DAYS AFTER THE AREA HAS BEEN DISTURBED.

JASON LEE GARDER — LICENSED — 25101 — KANSAS — PROFESSIONAL ENGINEER

This Document has been digitally signed and sealed. 9/30/2021

no.	date	by	ckd	description
A	2/26/21	JLG	JLG	ISSUED FOR REVIEW
B	2/8/21	PTG	JLG	PACKAGE 4: ISSUED FOR Q4 REVIEW
C	9/22/21	PTG	JLG	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

BURNS McDONNELL
9400 WARD PARKWAY
KANSAS CITY, MO 64114
816-333-9400
LICENSE NO. E-65

date	detailed
MARCH 2, 2021	B. MADDOX
designed	checked
J. GARDER	D. HAUSER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

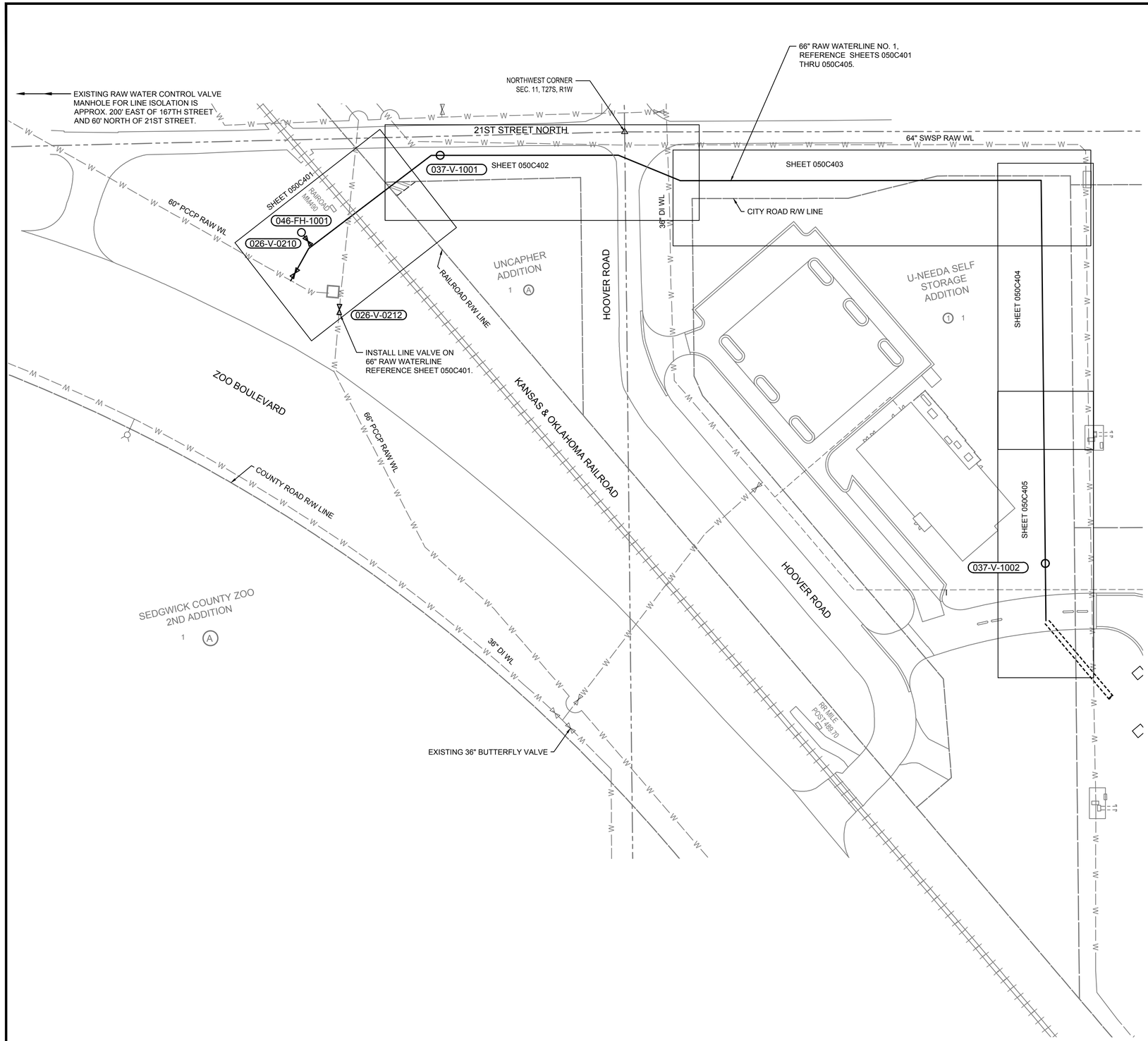
NORTHWEST WATER TREATMENT FACILITY
OFFSITE PIPING
GENERAL NOTES

project	contract
114461	

drawing **050G001** — rev. **C**

sheet of sheets

file 114461_050_G001.dwg



LEGEND

- EXISTING WATER MAIN
- EXISTING WATER VALVE
- EXISTING FIRE HYDRANT
- PROPOSED WATER MAIN
- PROPOSED WATER VALVE
- PROPOSED FLUSHING HYDRANT
- PROPOSED COMBINATION AIR VALVE ASSEMBLY IN VAULT
- PROPOSED SITE WATER
- PROPOSED WATERLINE EASEMENT

NOTES:

1. ALL 66" PIPE SHALL BE STEEL PIPE MEETING THE PROJECT SPECIFICATIONS AND SHALL UTILIZE RESTRAINED WELDED CONNECTIONS.
2. INSTALL PIPE MARKERS AT ALL DEFLECTIONS ALONG THE OFFSITE WATERLINES.

TAG NOTE:
FOR ALL TAGGED ITEMS ON WATERLINE PLAN SHEETS, THE LOCATION CODE NUMBER IS 3100 (PIPE), 3200 (VALVE), OR 3600 (HYDRANTS) AND THE FACILITY BACKBONE NUMBER IS NWW.

NORTH

0 60' 120'
SCALE IN FEET

no.	date	by	ckd	description
A	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
B	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
C	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
D	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

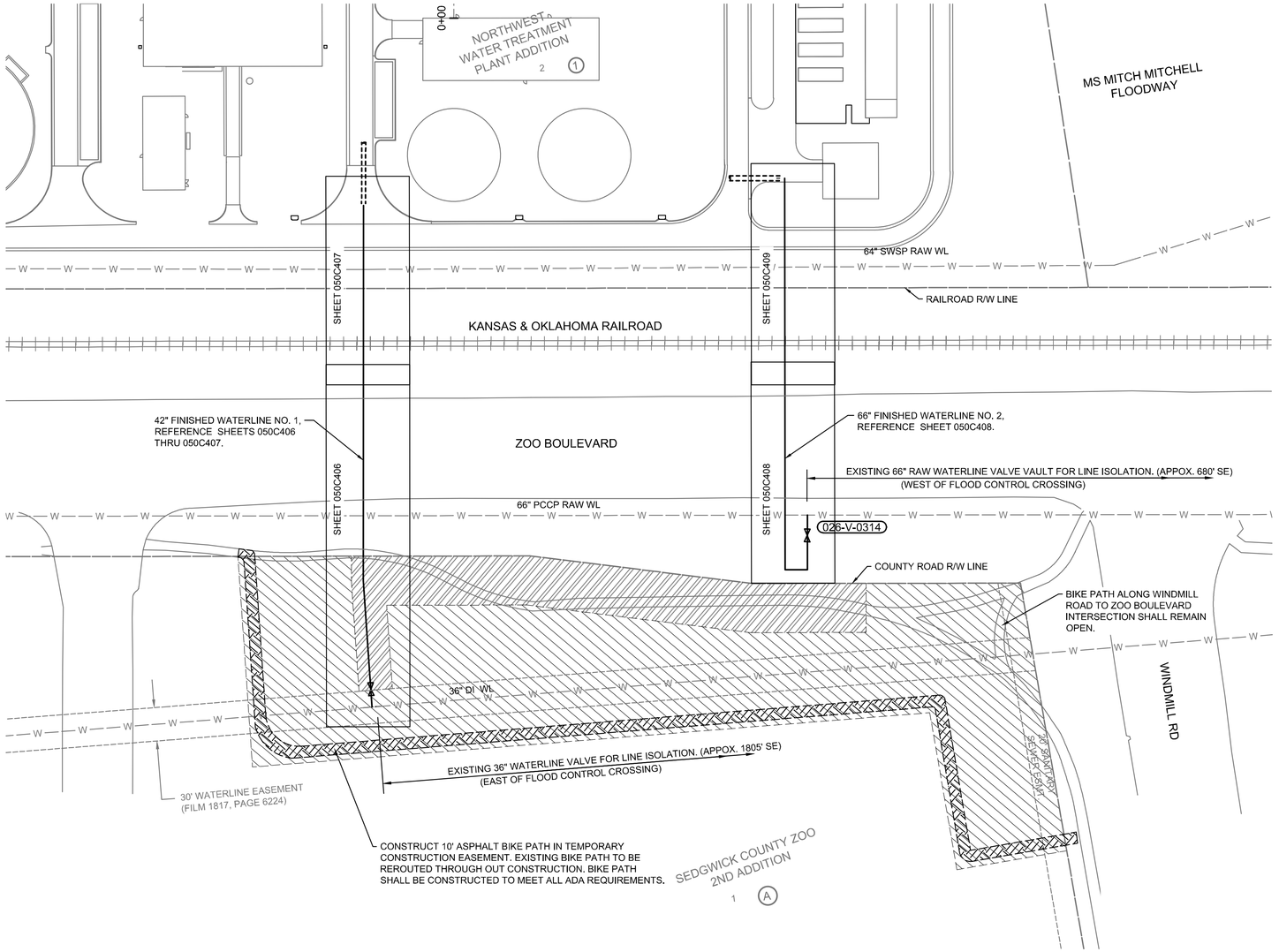
date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
RAW WATERLINE PLAN

project	contract
114461	
drawing	**rev.**
050C104	D
sheet	**of** sheets
file 171350-009-050C104.dwg	

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



LEGEND

- EXISTING WATER MAIN
- EXISTING WATER VALVE
- PROPOSED WATER VALVE
- PROPOSED SITE WATER
- PROPOSED UTILITY EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- TEMPORARY BIKE PATH ROUTE

NOTES:

1. ALL 42" PIPE SHALL BE DUCTILE IRON MEETING THE PROJECT SPECIFICATIONS. MECHANICAL JOINT RESTRAINTS SHALL ONLY BE LOCATED AT FITTINGS OR APPURTENANCES. ALL PIPE JOINTS SHALL UTILIZE INTEGRAL RESTRAINT PIPE SUCH AS HP LOK PIPE BY U.S. PIPE, FLEX-RING PIPE BY AMERICAN, OR APPROVED EQUAL.

TAG NOTE:

FOR ALL TAGGED ITEMS ON WATERLINE PLAN SHEETS, THE LOCATION CODE NUMBER IS 3100 (PIPE), 3200 (VALVE), OR 3600 (HYDRANTS) AND THE FACILITY BACKBONE NUMBER IS NWW.

NORTH

0 60' 120'
SCALE IN FEET

no.	date	by	ckd	description
A	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
B	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
C	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
D	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

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316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
FINISHED WATERLINES PLAN

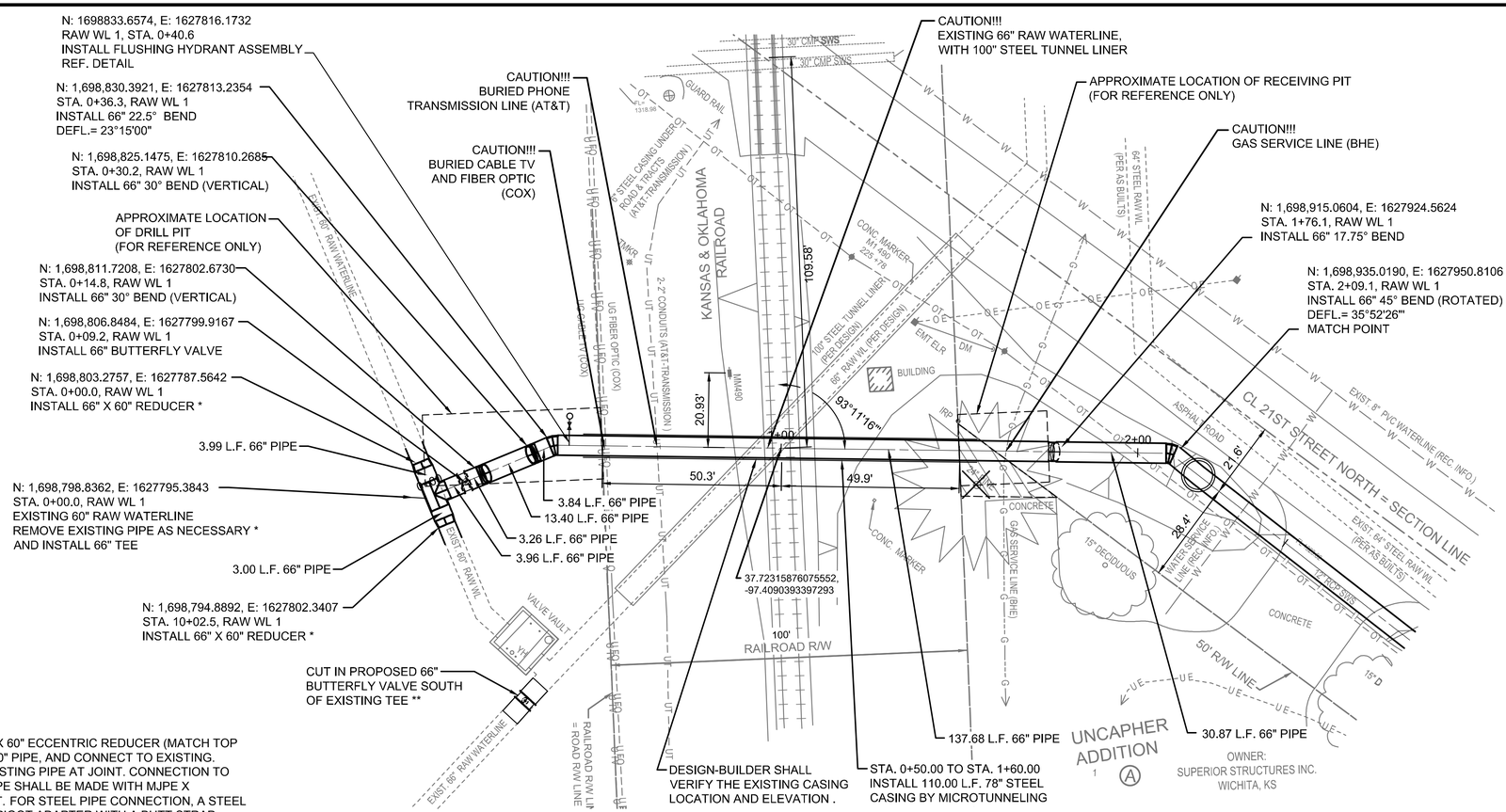
project	contract
114461	

drawing **050C105** — rev. **D**

sheet of sheets

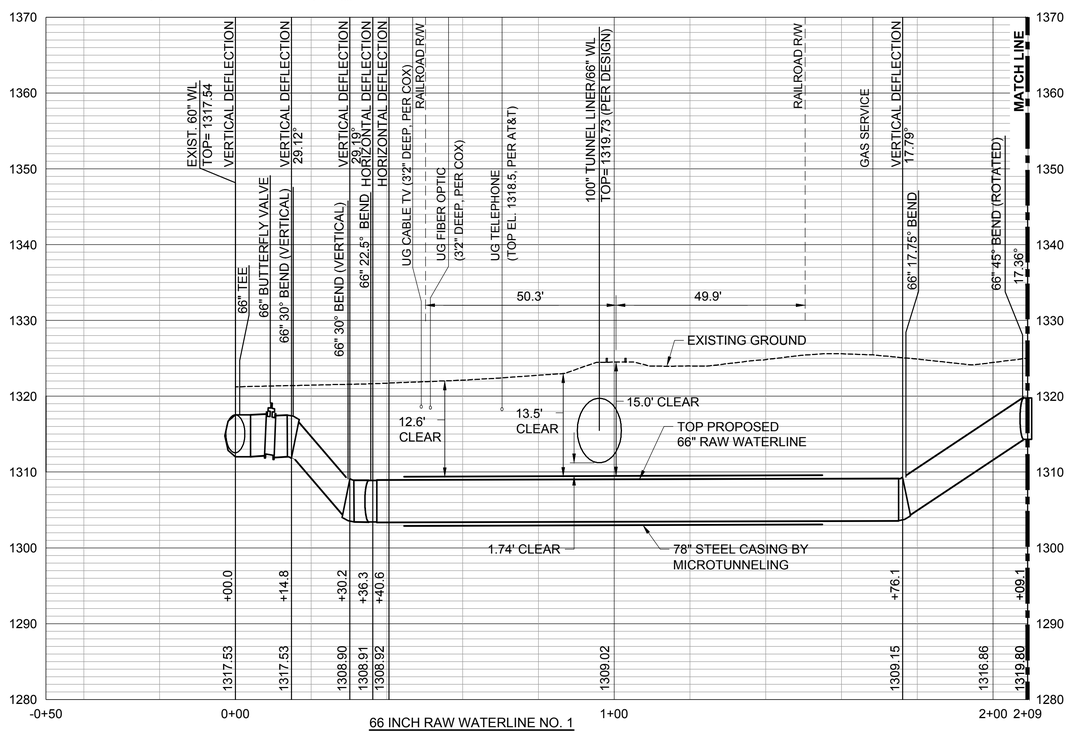
file **171350-009-050C105.dwg**

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



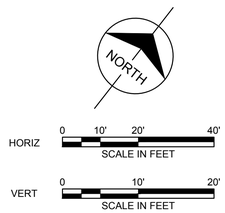
* INSTALL 66" X 60" ECCENTRIC REDUCER (MATCH TOP OF PIPES), 60" PIPE, AND CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE X BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE X BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL PIPE SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.

** INSTALL 66" PIPE TO CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE x BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE x BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.



66 INCH RAW WATERLINE NO. 1

= INDICATES TREE TO BE REMOVED



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

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LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	checked
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH RAW WATERLINE NO. 1

project	contract
114461	

drawing	rev.
050C401 –	F

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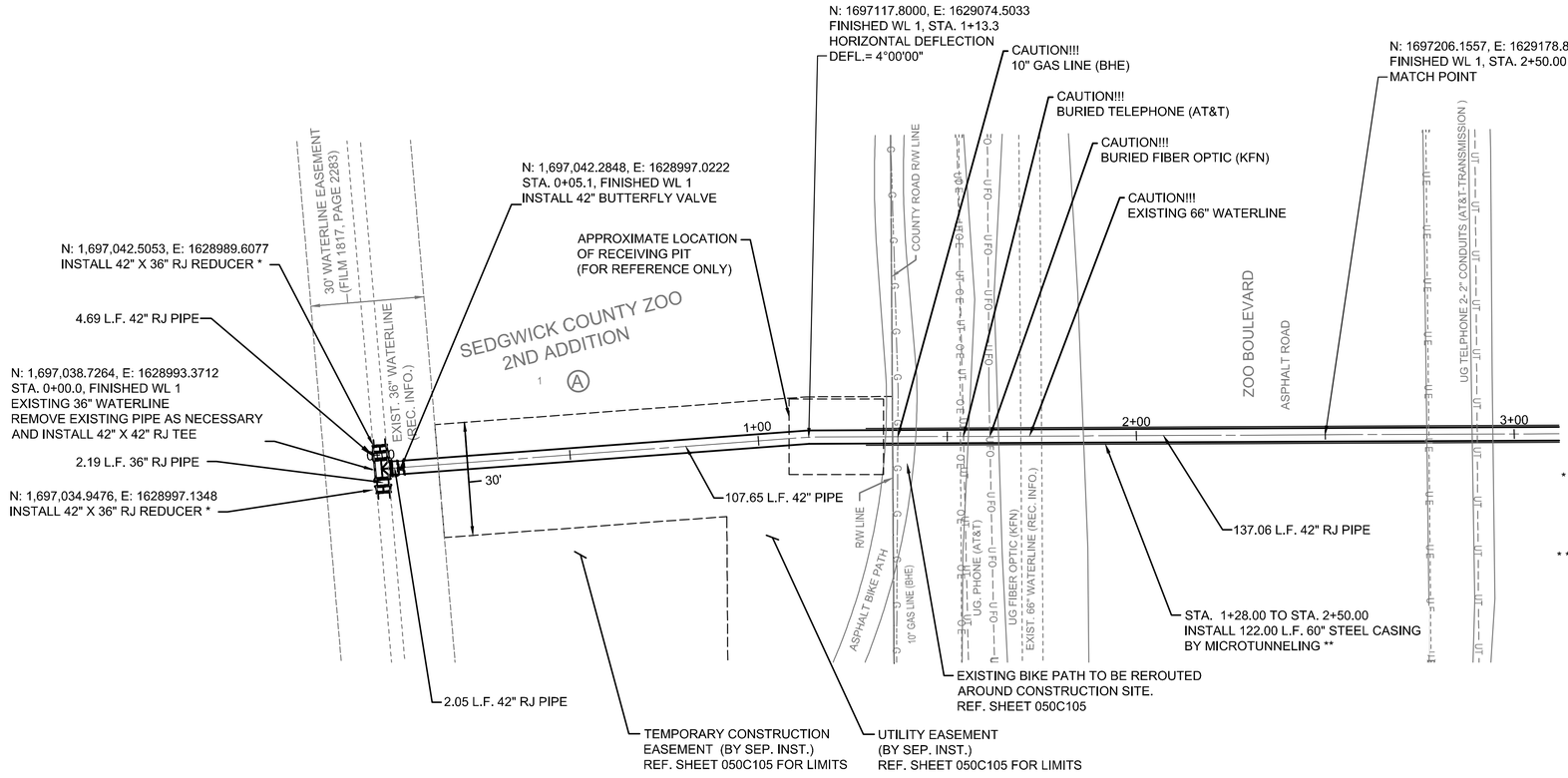
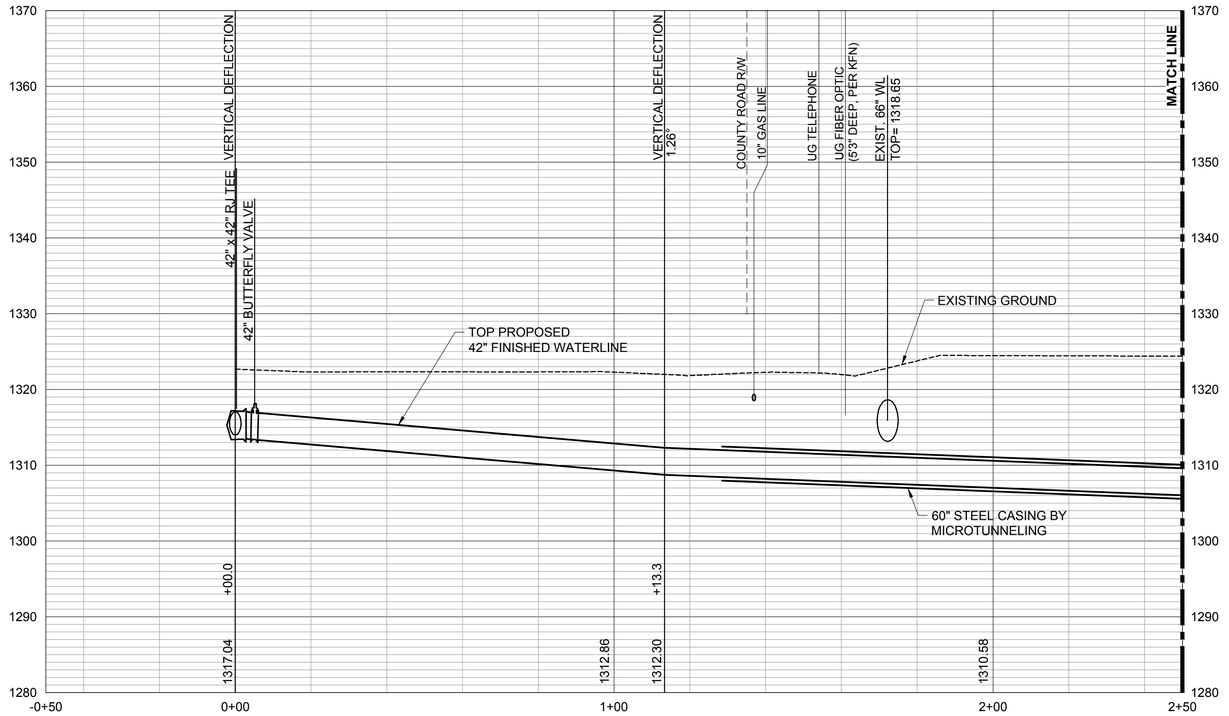
file	171350-009-050C401.dwg	

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER

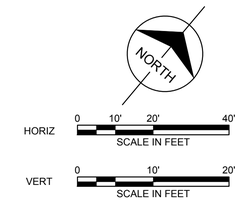


* INSTALL 42" X 36" RJ ECCENTRIC REDUCER (MATCH TOP OF PIPES), RJ 36" PIPE, AND CONNECT TO EXISTING. RESTRAIN DI PIPE TO EXISTING PIPE WITH MEGALUG OR APPROVED EQUAL. REPLACE EXISTING PIPE AS NECESSARY.

* * INSTALL TW0 - 2" FIBER OPTIC CONDUITS INSIDE STEEL CASING. REF. DETAIL, SHEET 560C701.



42" FINISHED WATERLINE 1



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS
PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY

SITE - CIVIL

42 INCH FINISHED WATERLINE NO. 1

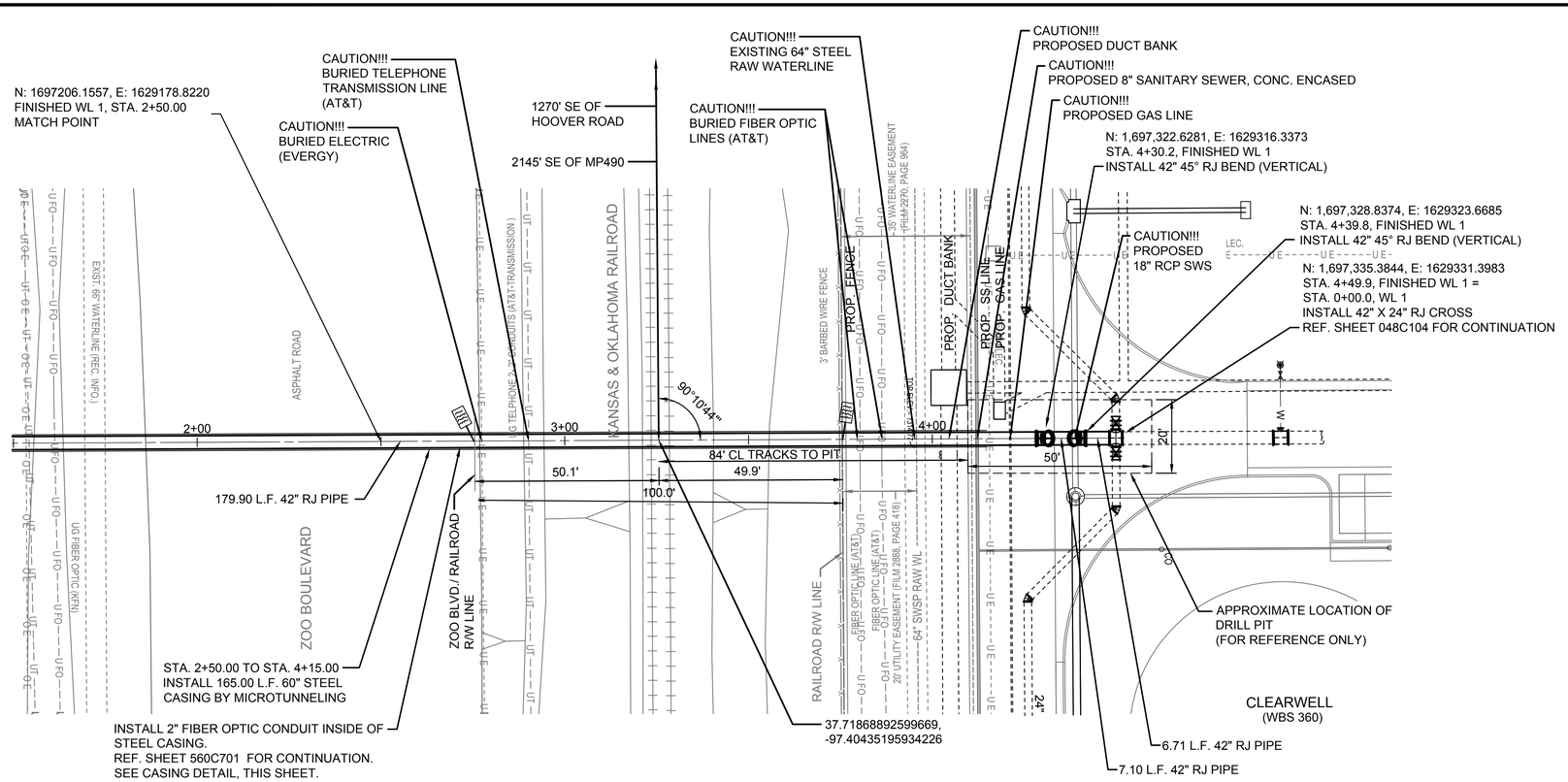
project	contract
114461	

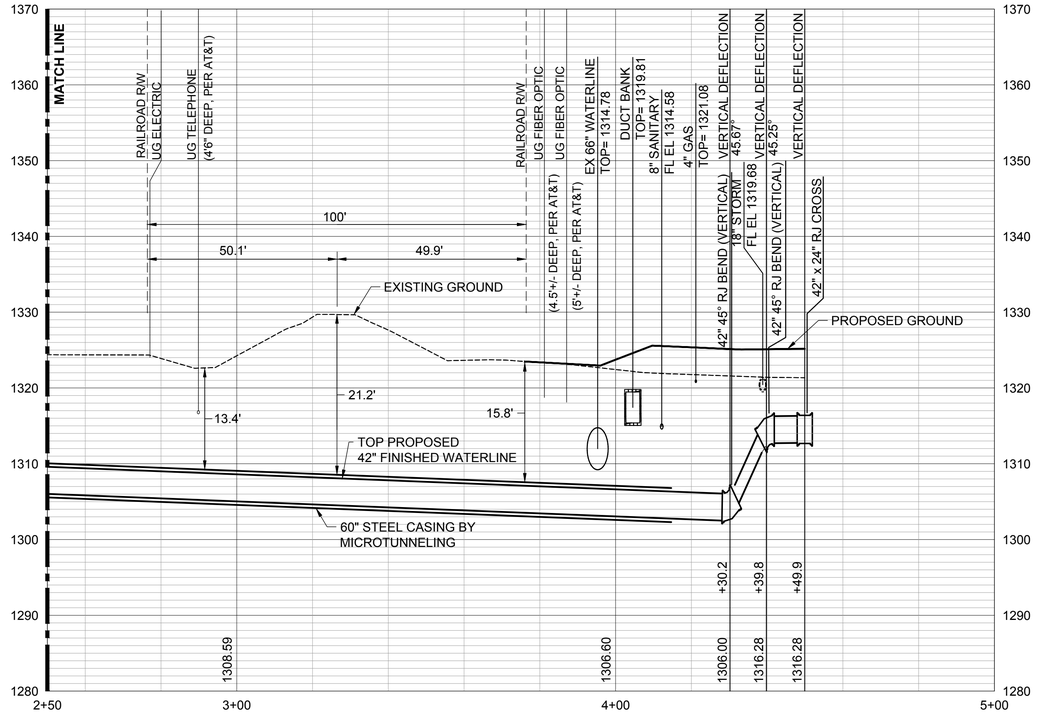
drawing 050C406 – **rev.** F

sheet of **sheets**

file 171350-009-050C406.dwg

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER





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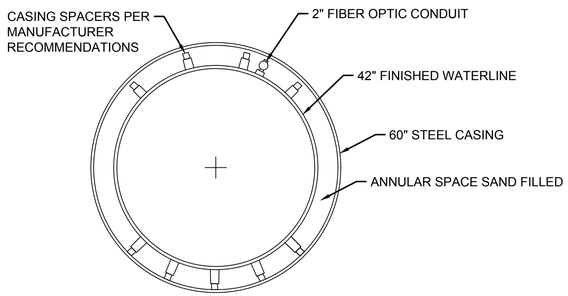
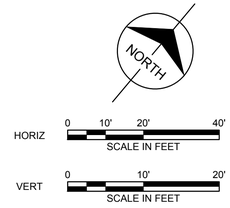


CASING DETAIL
NOT TO SCALE



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

DESIGNATES LOCATION OF WATERLINE WARNING SIGN. (2 REQUIRED THIS SHEET) SEE DETAIL, 050C401.

no.	date	by	ckd	description
0	11/12/21	CSL	TBK	PACKAGE 4: ISSUED FOR CONSTRUCTION

wichita WATER PARTNERS

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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
42 INCH FINISHED WATERLINE NO. 1
SHEET 2

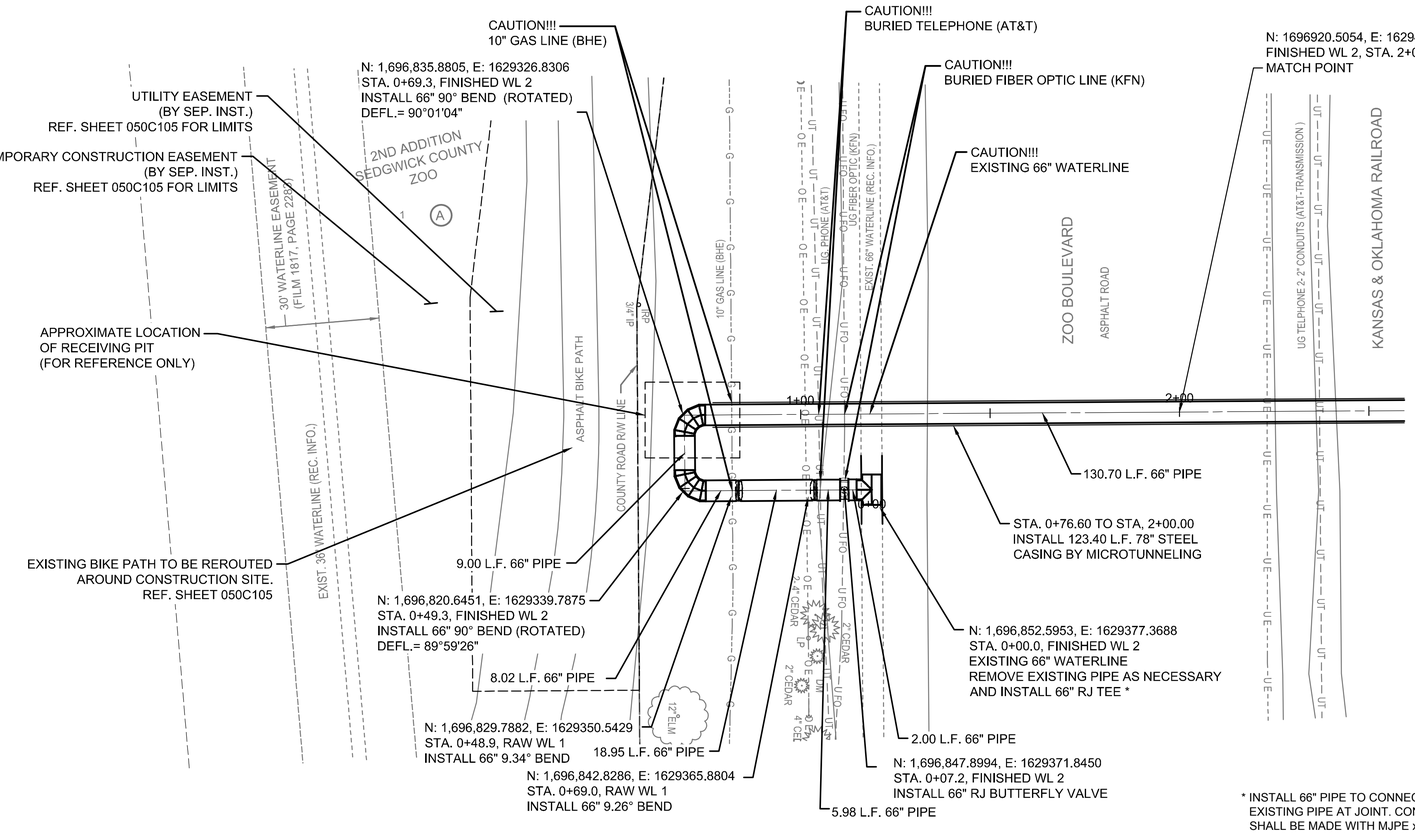
project	contract
114461	

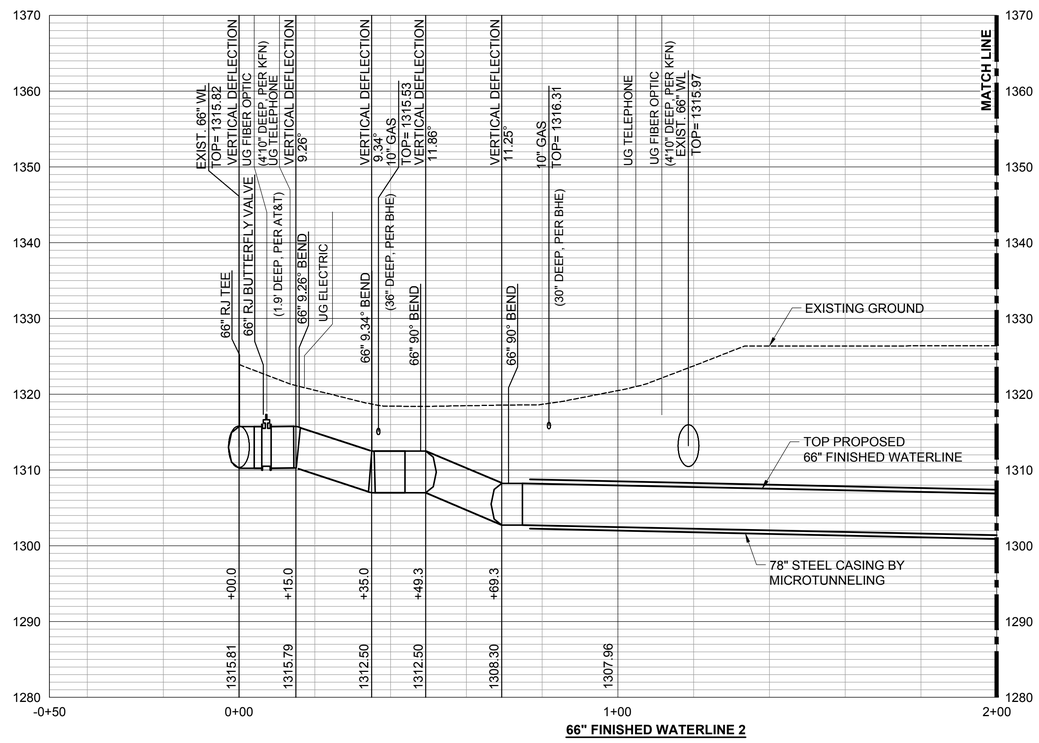
drawing	rev.
050C407	0

sheet	of	sheets

file 171350-009-050C407.dwg

TREVOR KAUFMAN LICENSED 26008 11/18/2021 KANSAS PROFESSIONAL ENGINEER





66" FINISHED WATERLINE 2

* INSTALL 66" PIPE TO CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE x BELL/SPIGOT. FOR STEEL PIPE CONNECTION, A STEEL PE x BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL SHALL BE USED. CONTRACTOR SHALL VERIFY EXISTING PIPE AND JOINT LOCATIONS BEFORE ORDERING MATERIALS.

NORTH

HORIZ 0 10' 20' 40' SCALE IN FEET

VERT 0 10' 20' SCALE IN FEET

ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS

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PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

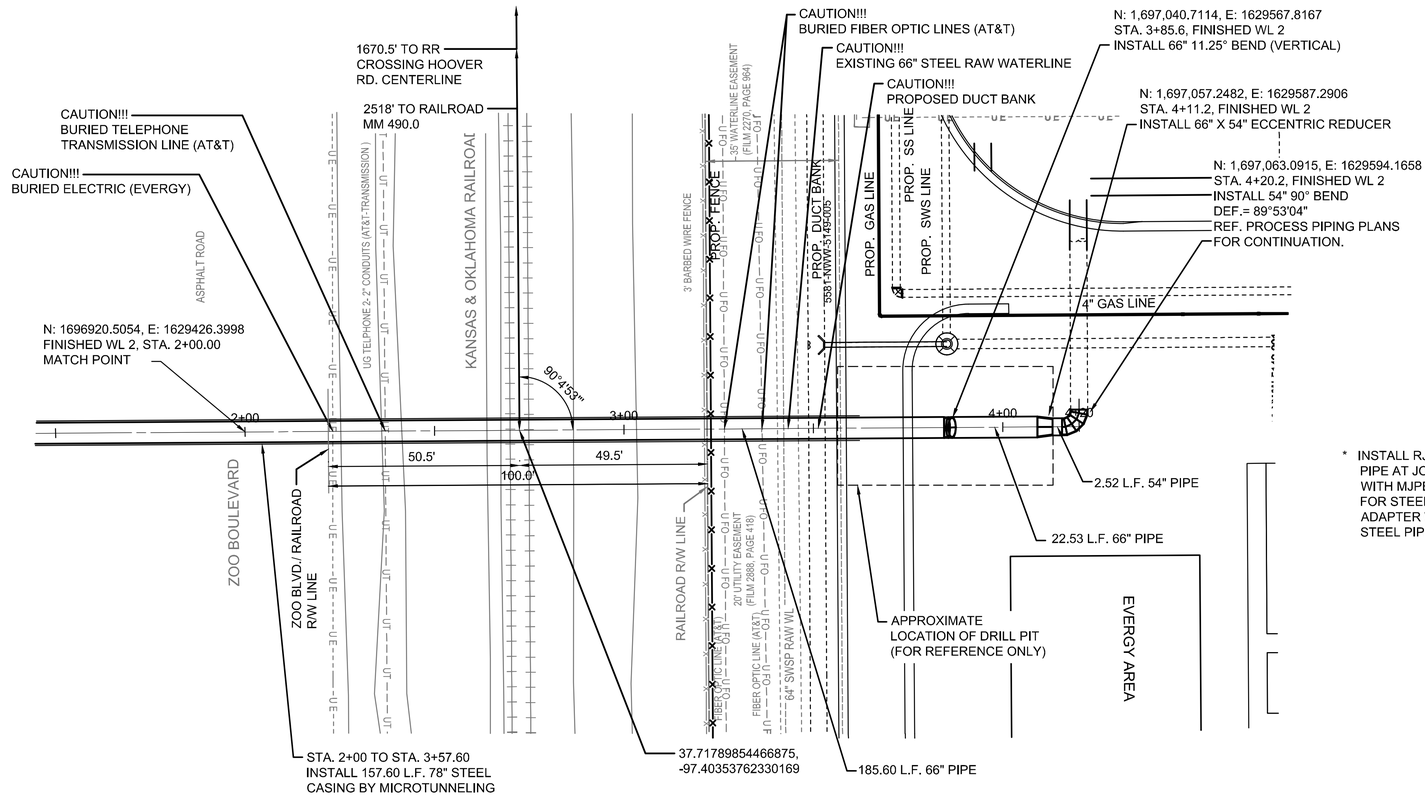
CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

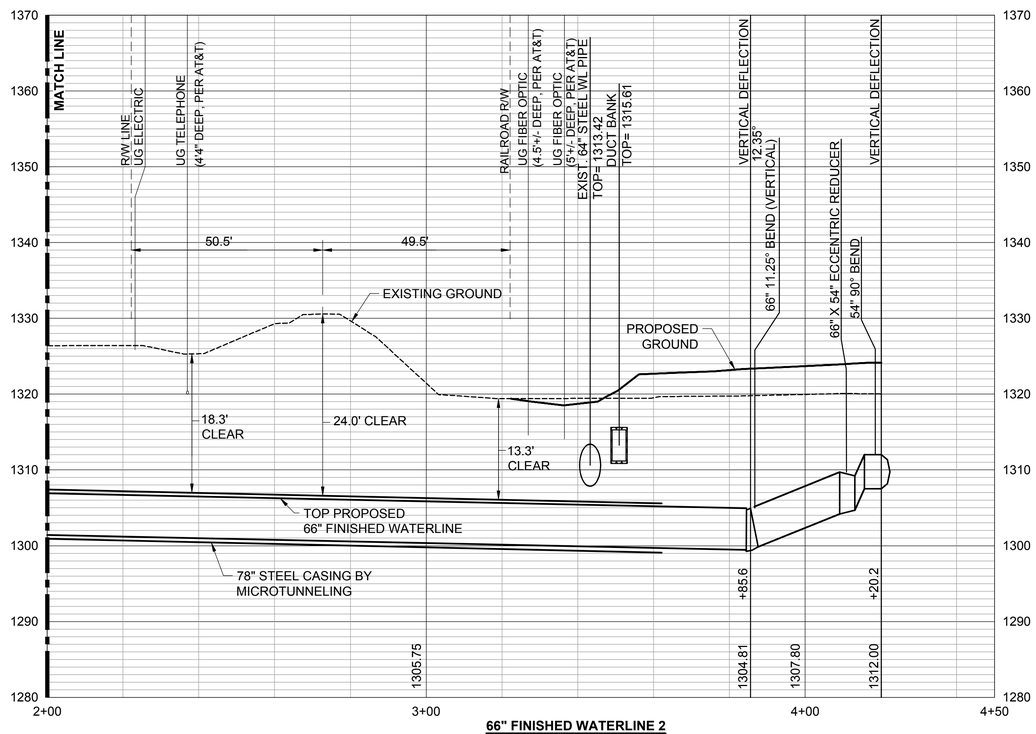
NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH FINISHED WATERLINE NO. 2

project	contract
114461	
drawing	**rev.**
050C408	**F**
sheet	**of** **sheets**
file	171350-009-050C408.dwg

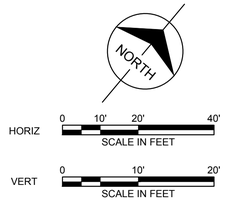
TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER



* INSTALL RJ 66" PIPE AND CONNECT TO EXISTING. REMOVE EXISTING PIPE AT JOINT. CONNECTION TO EXISTING PIPE SHALL BE MADE WITH MJPE X BELL/SPIGOT.
FOR STEEL PIPE CONNECTION, A STEEL PE X BELL/SPIGOT ADAPTER WITH A BUTT STRAP WELDED TO ADAPTER AND TO THE STEEL PIPE SHALL BE USED



66" FINISHED WATERLINE 2



ELEVATIONS SHOWN ARE TOP OF PIPE, UNLESS NOTED OTHERWISE.

no.	date	by	ckd	description
A	3/05/21	CSL	TBK	ISSUED FOR 30% REVIEW
B	3/19/21	CSL	TBK	ISSUED FOR 30% CITY REVIEW
C	5/09/21	CSL	TBK	ISSUED FOR 60% REVIEW
D	5/28/21	CSL	TBK	ISSUED FOR 60% OWNER REVIEW
E	8/2/21	CSL	TBK	PACKAGE 4: ISSUED FOR Q4 REVIEW
F	9/22/21	CSL	TBK	PACKAGE 4: ISSUED FOR OWNER REVIEW

PRELIMINARY - NOT FOR CONSTRUCTION

wichita WATER PARTNERS
PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com
LICENSE NO. E-310

date	detailed
APRIL 6, 2020	C. LINK
designed	**checked**
T. KAUFMAN	R. GLESSNER

CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

NORTHWEST WATER TREATMENT FACILITY
SITE - CIVIL
66 INCH FINISHED WATERLINE NO. 2

project	contract
114461	
drawing	**rev.**
050C409	F
sheet	**of** **sheets**
file	171350-009-050C409.dwg

TREVOR KAUFMAN LICENSED 26008 09/30/2021 KANSAS PROFESSIONAL ENGINEER

DIVISION 31 - EARTHWORK

SECTION 31 20 50 – SITE PREPARATION AND EARTHWORK – REV 6

SECTION REVISION STATUS

Rev No.	Date	By	Description
0	11/12/2020	J. Garder	Package 1 - Issued for Construction
1	12/18/2020	J. Garder	Revised testing requirements and acceptability of in situ material
2	1/13/2021	J. Garder	Added Paragraph '2.08 Filter Fabric'
3	2/11/2021	J. Garder	Issued for Owner Package 2/3 Review
4	3/18/2021	J. Garder	Package 2 - Issued for Construction
5	5/14/2021	J. Garder	Package 3 - Issued for Construction
6	7/29/2021	J. Garder	Package 4 - Issued for Q4 Review
	9/22/2021	J. Garder	Package 4 - Issued for Owner Review

SECTION CERTIFICATION

This Document has been digitally signed and sealed.
9/30/2021

PART 1 - GENERAL

1.01 RELATED DOCUMENTS:

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.02 SUMMARY:

A. This Section includes:
   1. All subgrade preparation.
   2. Excavating.
   3. Trenching.
   4. Filling.
   5. Embankment construction.
   6. Backfilling including controlled low-strength material (CLSM).
   7. Compacting.
   8. Grading.
   9. Riprapping.
   10. Topsoiling.
   11. All related items necessary to complete the Work indicated or specified.

1.03 REFERENCE STANDARDS:

A. Applicable Standards:
   1. ASTM International (ASTM):
      a. ASTM C33 – Standard Specification for Concrete Aggregates.
      b. ASTM C88 – Standard Test Method for Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
      c. ASTM C127 – Standard Test Method for Relative Density (Specific Gravity) and Absorption of Coarse Aggregate
      d. ASTM C131 –Standard Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine
      e. ASTM C144 – Standards Specification for Aggregate for Masonry Mortar.
      f. ASTM C939 – Standard Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method).
      g. ASTM D422 – Standard Test Methods for Particle-Size Analysis of Soils.
      h. ASTM D698 – Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort.
      i. ASTM D1241 – Standard Specification for Materials for Soil-Aggregate Subbase, Base, and Surface Courses.
      j. ASTM D1556 – Standard Test Method for Density and Unit Weight of Soil In-place by the Sand Cone Method.
      k. ASTM D2167 – Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
      l. ASTM D2487 – Standard Practice for Classification of Soils for Engineering Purposes.
      m. ASTM D4318 – Standard Test Methods for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
      n. ASTM D4355 – Standard Test Method for Deterioration of Geotextiles by Exposure to Light, Moisture and Heat in a Xenon Arc-Type Apparatus.

o. ASTM D4491 – Standard Test Methods for Water Permeability of Geotextiles by Permittivity.
p. ASTM D4533 – Standard Test Method for Trapezoid Tearing Strength of Geotextiles.
q. ASTM D4546 – Standard Test Methods for One-Dimensional Swell or Collapse of Soils.
r. ASTM D4632 – Standard Test Method for Grab Breaking Load and Elongation of Geotextiles.
s. ASTM D4751 – Standard Test Methods for Determining Apparent Opening Size of a Geotextile.
t. ASTM D4832 – Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
u. ASTM D6241 – Standard Test Method for Static Puncture Strength of Geotextiles and Geotextile-Related Products Using a 50-mm Probe.
v. ASTM D6938 - Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

2. Occupational Safety and Health Administration (OSHA):
   a. 29 CFR Part 1926 - Safety and Health Regulations for Construction.
3. Standard Specifications for Road and Bridge Construction, State of Kansas, Latest Edition.
4. Standard Specifications for the Construction of Public Works Projects, City of Wichita, Latest Edition.

1.04 SUBMITTALS:

A. Submit as specified in procurement documents.
B. Includes, but not limited to, the following:
   1. Test results from laboratory testing of proposed borrow material.
   2. Test results from laboratory testing of granular material.
   3. Test results from laboratory testing of CLSM.
   4. Dewatering Plan (where required).
   5. Sheeting and Shoring Excavation Plan (where required).
   6. Spoils management plan (where required)

1.05 QUALITY ASSURANCE:

A. Sampling and Testing:
   1. Tests to determine conformance with all requirements of this Specification for quality and properties of all Design-Builder-secured materials, including borrow materials proposed for use, shall be performed by an independent, accredited, commercial laboratory retained and compensated by Design-Builder.
   2. When incorporating materials into the Project, quality control testing will be performed during construction by an accredited testing laboratory retained and compensated by Design-Builder.

1.06 PROJECT CONDITIONS:

A. Lines and grades shall be as indicated. Design-Builder will furnish benchmarks, base lines, and reference points as necessary to permit Design-Builder to lay out and construct the Work properly.
B. Carefully maintain all benchmarks, monuments, and other reference points and replace as directed by Engineer if disturbed or destroyed.

C. Disposition of Utilities:
   1. Existing underground utilities are shown on Contract Drawings using the best information available at the time of Drawing preparation. Design-Builder shall identify, locate and protect all underground utilities which may be affected by construction under this Contract before starting excavation or other Site construction activities which could damage existing utilities.
   2. Remove or relocate only as indicated, specified, or directed. Provide a minimum 48-hours' notice to Engineer and receive written notice to proceed by Design-Builder before interrupting any utility service.
   3. Adequately protect from damage all active utilities and remove or relocate only as indicated or approved by Engineer.
   4. Report to Design-Builder active, inactive, and abandoned utilities encountered in excavating and grading operations that are not indicated on Contract Drawings. Protect, remove, plug, or cap as directed by Engineer.
   5. Provide as-constructed Drawings of underground facilities either not shown or found at locations that differ from those shown on Contract Drawings to Design-Builder.

D. Survey Work, to accurately determine locations and elevations shall be performed during the course of construction by Professional Surveyor registered in the state of Kansas. Surveyor shall be retained and compensated by Design-Builder.

PART 2 - PRODUCTS

2.01 MATERIALS ENCOUNTERED:

A. Suitable Materials: Materials suitable for use in embankment and fill include material that is free of debris, roots, organic matter, frozen matter, and which is free of stone having any dimension greater than 2 inches in areas requiring a high degree of compaction, or 4 inches in other embankment and fill areas:
   1. Cohesionless materials include gravels, gravel-sand mixtures, sands, and gravelly sands generally exclusive of clayey and silty material with the following properties:
      a. Are free-draining.
      b. Impact compaction will not produce a well-defined moisture-density relationship curve.
      c. Maximum density by impact methods will generally be less than by vibratory methods.
      d. Generally less than 15% by dry weight of soil particles pass a No. 200 square-mesh sieve.
   2. Cohesive materials include materials made up predominately of silts and clays generally exclusive of sands and gravel with the following properties:
      a. Impact compaction will produce a well-defined, moisture-density relationship curve.
      b. Are not free draining.

B. Unsuitable Materials: Materials unsuitable for use in embankment and fill include all material that contains debris, roots (greater than 1" diameter or clumped equivalent), organic matter (in excess of 2% per SY), frozen matter, shale particles, or material containing gravel or stone with any dimension greater than 2 inches in areas requiring a high degree of compaction or 4 inches in other embankment and fill areas, or other materials that are determined by Engineer as too wet or otherwise unsuitable for providing a stable subgrade or stable foundation for structures.

C. Material used for embankment or fill:

1. For soils used below structural elements, such as footings, slabs, pavements, and mats, that portion of material passing the No. 40 square-mesh sieve shall have a liquid limit not exceeding 40 and a plasticity index not exceeding 25 when tested in accordance with ASTM D4318.

D. Waste Materials:
   1. Waste materials, as described for purposes of this Section, consist of unsuitable materials, excess suitable material, rock, demolition debris, and other materials considered unacceptable for use as fill, and which are not environmentally contaminated. Waste materials shall not include environmental pollutants, hazardous substances, contaminated products, by-products, samples, or waste materials of any kind that are regulated under environmental laws.
   2. Dispose of waste materials in accordance with Part 3.

2.02 BORROW MATERIALS:

A. Suitable fill materials, as defined herein, granular materials, and topsoil obtained from locations arranged for by Design-Builder (off the Site). Required to the extent sufficient suitable materials are not obtained from excavation and trenching.
B. Obtain, excavate, haul, handle, place, and compact borrow materials.
C. Borrow materials shall not exhibit characteristics of high shrink-swell potential as determined from Atterberg limit tests ASTM D4318 and/or swell tests ASTM D4546 unless otherwise specified herein.

2.03 GRANULAR MATERIAL:

A. Crushed stone or crushed gravel indicating a loss of not more than 15% after five cycles when tested for soundness with sodium sulfate as described in ASTM C88.
   1. Material shall be 'Type 1 Bedding Material' in accordance with section 801.2 of the City of Wichita Standard Specifications for the Construction of Public Projects.
   2. Material shall be crushed rock conforming to ASTM C-33, Gradation No. 67, and will meet all requirements for Portland Cement Concrete Pavement Coarse Aggregate, section 406.2, City of Wichita Standard Specifications for the Construction of Public Projects.
   3. Material shall be sourced from an approved supplier in accordance with Section 801 'Trench Excavation, Backfilling, and Compaction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   4. Use at all locations where granular material is required unless otherwise indicated or specified.
   5. Use as Pipe Bedding Material except as noted in Paragraph 2.03.B.
B. Pipe Bedding Material for exterior coated steel pipe
   1. Material shall be 'Sand' in accordance with section 801.2 of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   2. Material shall be clean washed sand with one-hundred percent (100%) passing the ¾" sieve, not more than twenty-five percent (25%) retained on a No. 4 sieve and not more than ten percent (10%) passing the No. 200 sieve.
C. Low Volume Change (LVC) Material
   1. Materials shall be free of organic matter and deleterious debris and have a maximum particle size of 1.5 inches. LVC materials are classified as materials having a plasticity index between 5 and 15, as defined by ASTM D-2487.
   2. Cohesionless soils, free of organic matter and deleterious debris and have a maximum particle size of 1.5 inches which have been classified as non-plastic, may be used

provided they can be placed in a manner such that the material is confined on all sides during placement and compaction.

2.04 EMBANKMENT AND FILL MATERIAL:

A. Shall meet the requirements of 2.01 of this Section.

2.05 TRENCH OR SUBGRADE STABILIZATION MATERIAL:

A. Granular material as specified or conform to ASTM D1241, Gradation A or B, well-graded, with not more than 10% passing No. 200 sieve.

2.06 RIPRAP:

A. Riprap Material:
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.
   2. As indicated on the Drawings.

B. Filter Materials:
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

2.07 CONTROLLED LOW-STRENGTH MATERIAL (CLSM):

A. Materials:
   1. In accordance with Section 306 'Flowable Fill' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

B. Mix Design:
   1. Mix design for CLSM shall be in accordance with the requirements of Section 801 'Trench Excavation, Backfilling, and Compaction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

2.08 FILTER FABRIC

A. Geotextile Fabric shall be a nonwoven fabric consisting of continuous chain polymeric filaments or yarns of polyester, or polypropylene formed into a stable network by needle punching.

B. Geotextile Fabric shall be resistant to mildew and rot, ultraviolet radiation, insects and rodents.

C. Geotextile Fabric shall conform to the following minimum requirements which shall be the minimum average roll values for the roll of geotextile:
   1. Grab Tensile Strength: 120 lbs. as determined by ASTM D4632.
   2. Grab Tensile Elongation: 50% as determined by ASTM D4632.
   3. Trapezoid Tear Strength: 50 lbs. as determined by ASTM D4533.
   4. CBR Puncture Strength: 310 lbs. as determined by ASTM D6241.
   5. Apparent Opening Size: No. 70 sieve as determined by ASTM D4751.
   6. Permittivity: 1.7 sec^{-1} as determined by ASTM D4491
   7. Flow Rate: 110 $gal/min/ft^2$ as determined by ASTM D4491.
   8. UV Resistance (at 500 hours): 70% strength retained as determined by ASTM D4355.

PART 3 - EXECUTION

3.01 EXCAVATION AND TRENCHING:

A. Sheeting and Bracing:

1. Design, furnish, place, maintain, and subsequently remove, to extent required, a system of temporary supports for cut and cover, open cut, or trench excavations, including bracing, dewatering, and associated items to support sides and ends of excavations where excavation slopes might endanger in-place or proposed improvements, extend beyond construction right-of-ways, or as otherwise specified or indicated.
2. Provide all materials on Site prior to start of excavation in each section, and make such adjustments as are required to meet unexpected conditions.
3. Space and arrange sheeting and bracing as required to exclude adjacent material and according to stability of excavation slopes.
4. Assess existing conditions including adjacent property and possible effects of proposed temporary works and construction methods; and select and design such support systems, methods, and details as will assure safety to the public, adjacent property, and the completed Work.
5. Use caution in areas of underground facilities, which shall be exposed by hand or other excavation methods acceptable to Design-Builder or Owner.
6. Perform sheeting, shoring, and bracing in accordance with safety and protection requirements of the Contract Documents. Inasmuch as earth retaining structures are required, whether temporary or permanent, these structures will be designed and stamped by a Professional Engineer registered in the state of Kansas in conformance with OSHA 29CFR1926.65.
7. Provide sheeting, shoring, and bracing for trench excavation in subgrade of excavation when required to prevent movement of the main excavation support system.
8. Provide shoring, sheeting, and bracing as indicated or as needed to meet the following requirements:
    a. Prevent undermining and damage to all structures, buildings, underground facilities, pavements, and slabs.
    b. Perform excavations with vertical banks where necessary for construction activities or as indicated, and also within all limits of excavation noted on Drawings.
    c. Design excavation support system and components to support lateral earth pressures, unrelieved hydrostatic pressures, utility loads, traffic and construction loads, and building and other surcharge loads to allow safe and expeditious construction of permanent structures without movement or settlement of the ground, and to prevent damage to or movement of adjacent buildings, structures, underground facilities, and other improvements. Design shall account for staged removal of bracing to suit the sequence of concrete placement for permanent structures and backfill.
    d. Except as otherwise specified herein, shoring and sheeting materials may be extracted and reused at Design-Builder's option; however, Design-Builder shall remove and replace any existing structure or underground facility damaged during shoring and sheeting. Remove sheeting and bracing as backfill progresses. Fill voids left after withdrawal with sand or other material approved by Engineer.
9. Provision for Contingencies:
    a. Performance of components of the support system shall be monitored for both vertical and horizontal movement daily.
    b. Provide a contingency plan or alternative procedure for implementation, if system does not adequately perform.
    c. Keep materials and equipment necessary to implement the contingency plan readily available.

B. Explosives:
   1. Blasting will not be permitted.
C. Excavation for Structures:
   1. Excavate area adequate to permit efficient erection and removal of forms.
   2. Trim to neat lines where details call for concrete to be deposited against earth.
   3. Excavate by hand in areas where space and access will not permit use of machines.
   4. Notify Engineer immediately when excavation has reached the depth indicated.
   5. Overexcavate and replace any localized zones of excessively wet, unstable, organic, yielding, or low bearing capacity materials as directed by Engineer. Restore bottom of excavation to proper elevation with compacted granular material in areas overexcavated.
   6. Top with concrete seal coat where indicated and where required to provide satisfactory subgrade for structural base slabs.
D. Trenching for Underground Utilities:
   1. Side Walls:
      a. Make vertical or sloped within specified trench width limitations below a plane 12 inches above top of pipe.
      b. Make vertical or stepped as required for stability, above a plane 12 inches above top of pipe.
      c. Excavate without undercutting sidewalls.
   2. Trench Depth:
      a. Excavate to depth sufficient to provide the minimum bedding requirements for the pipe being placed.
      b. Do not exceed that indicated where conditions of bottom are satisfactory.
      c. Increase depth as necessary to remove unsuitable supporting materials.
   3. Trench Bottom:
      a. Protect and maintain when suitable natural materials are encountered.
      b. Remove rock fragments and materials disturbed during excavation or raveled from trench walls.
      c. Restore to proper subgrade with trench stabilization material when overexcavated.
   4. Trench Width:
      a. Excavate trench to a width which will permit satisfactory jointing of pipe and thorough tamping of bedding and backfill as shown on the Drawings.
   5. Fill and Embankment Areas: Perform trenching only after compacted fill or embankments have reached an elevation of not less than 1 ft. above top of pipe.
E. Dewatering (General Facility):
   1. Control grading around excavations to prevent surface water from flowing into excavation areas.
   2. Drain or pump as required to continually maintain, including days not normally worked, all excavations free of water or mud from any source, and discharge to approved drains or channels. Commence when water first appears and continue as required to keep excavation free of standing water during entire time excavation is open.
   3. Use pumps of adequate capacity to ensure rapid drainage of area, and construct and use drainage channels and subdrains with sumps required.
   4. When water is found in excavation due to Design-Builder negligence, remove unsuitable excessively wet subgrade materials and replace with approved compacted fill material as directed by Engineer and at no additional cost to Owner.
   5. Maintaining Excavation in Dewatered Condition:
      a. Dewatering shall be a continuous operation. Interruptions due to power outages, or any other reason shall not be permitted.

b. Continuously maintain excavation in a dry condition with positive dewatering methods during preparation of subgrade, installation of pipe, and construction of structures until critical period of construction and/or backfill is completed to prevent damage of subgrade support, piping, structure, side slopes, or adjacent facilities from flotation, or other hydrostatic pressure imbalance.

c. Subsequent to completion of excavation and during installation of all Work in the excavated area, maintain the excavation in a dewatered condition.

F. Dewatering for Tunneling or Microtunneling Operations:

1. General:

a. Subcontractor shall design, operate and maintain a dewatering system using accepted and professional methods of design and engineering consistent with the best current practice to eliminate water entering excavation under hydrostatic head from bottom and/or sides.

b. Provide dewatering system of a sufficient size and capacity as required to control ground and surface water flow into excavation and to allow all Work to be installed in a dry condition, including the obtaining of a licensed well-driller, where required.

c. Control, by acceptable means, all water regardless of source and be fully responsible for disposal of water.

d. Confine all discharge piping and/or ditches to available easement or right of way. Provide all necessary means for disposal of water, including the obtaining of all necessary permits.

e. Control groundwater in a manner that preserves strength of foundation soils, does not cause instability or raveling of excavation slopes, and does not result in damage to existing structures.

f. Install wells and/or wellpoints, if required, with suitable screens and filters, so that continuous pumping of fines does not occur.

g. Control grading around excavations to prevent surface water from flowing into excavation areas.

2. Design:

a. Develop a dewatering plan as may be necessary to complete the Work. Plan items shall include, but not be limited to, the following:

(1) Drawings indicating general location and size of berms, dikes, ditches, all deep wells, observation piezometer wells, wellpoints, jet eductors, sumps and discharge lines, including their relation to water disposal ditches.

(2) Make, model, and capacities of pumps, prime movers, power generators, and standby equipment.

(3) Design calculations, including any computer modeling, to show adequacy of system and selected equipment, estimated flow rate of water to be discharged, and estimated duration for groundwater to be drawn down to elevations required for excavation.

(4) Detailed description of dewatering procedure and maintenance method.

(5) Description of emergency plan to protect in-place construction during an unanticipated rise in groundwater due to loss of power or other unexpected conditions or inundation from surface water.

(6) Additional details, as requested by Engineer.

b. In preparing dewatering plan, consider all available information, together with Site constraints, excavation/sheeting requirements, and construction schedule. Other potential problems may require specific reference and amplification within dewatering plan.

c. After completion of dewatering installation and prior to commencement of excavation, submit to Design-Builder for review a detailed plan of dewatering system as constructed, together with test data and computations demonstrating that the system is capable of achieving specified results.

d. Subcontractor shall be solely responsible for proper design, installation, operation, maintenance, and any failure of any component of system. Notice to Proceed or submittal of dewatering plans and data by Subcontractor shall not relieve Subcontractor from full responsibility for errors therein or for complete and adequate design and performance of system in controlling water level in excavated areas and for control of hydrostatic pressures to depths specified.

e. Subcontractor shall be responsible for accuracy of Drawings, design data, and operational records required by this Section.

f. Piezometers and Groundwater Monitoring:

(1) Install as a minimum one piezometers per dewatering operation, in addition to any required by regulating agencies having jurisdiction, at locations prior to excavation below the groundwater level for purpose of monitoring groundwater elevations in vicinity of excavation. Design and location of piezometers will be subject to review by Engineer.

(2) Observe and record twice daily the elevation of groundwater in all piezometers and furnish a daily written summary of observations to Design-Builder. Record groundwater elevations to nearest 0.1 ft. with observations conducted throughout duration of any dewatering, and until dewatering is no longer required.

(3) Monitor upstream and downstream river/stream levels to anticipate rising groundwater levels.

(4) Repair or replace within 24 hours piezometers that become inactive, damaged, or destroyed. If required, suspend excavation and construction activities in areas where piezometers are not functioning properly until reliable observations can be made. Add or remove water from piezometer risers and demonstrate that piezometers are functioning properly.

(5) Remove and grout piezometers when dewatering is completed, and in accordance with jurisdictional agencies.

3. Damages:

a. Repair without additional cost to Owner any damage to Work in-place, other contractors' equipment, utilities, residences, highways, roads, railroads, private and municipal well systems, adjacent structures, and the excavation, including damage to the bottom due to heave and including but not limited to, removal and pumping out of the excavated area that may result from Suncontractor's negligence, inadequate or improper design and operation of dewatering system, and any mechanical or electrical failure of dewatering system.

b. Remove subgrade materials rendered unsuitable by excessive wetting and replace with approved backfill material.

G. Waste Materials:

1. Remove unsuitable materials from Work area as excavated.
2. Material shall become property of Design-Builder and shall be disposed of off-site at locations arranged for by Design-Builder.

3.02 EARTHWORK:

A. Subgrades:

1. General:
   a. Excavate or backfill as required to construct subgrades to elevations and grades indicated.
   b. Remove all unsuitable material and replace with acceptable fill material and perform all wetting, drying, shaping, and compacting required to prepare subgrade.
   c. Proofrolling: Exposed area to receive fill, backfill, or embankment shall be proofrolled to detect localized zones of excessively wet, unstable, organic, or low bearing capacity materials as follows:
      (1) Proofroll within limits of proposed construction of footings, slabs, mats, or pavement and to extent of 10 ft. beyond proposed exterior walls and stated limits, or as otherwise noted. Proofroll with loaded dump truck, loaded pan scraper, 15 ton light class pneumatic tired roller compactor, or equivalent. Ground contact pressure of 80 psi and average speed of 5 miles per hour shall be maintained and continue until extent of soft spots is determined with not less than one pass per unit area of tire. Soft spots shall be overexcavated, backfilled, and compacted with suitable material.
2. Subgrade for Fills and Embankments: Roughen by discing or scarifying and wet or dry top 6 inches as required to bond with fill or embankment.
3. Subgrade for Roadways, Drives, Parking Areas:
   a. Extend subgrade the full width of pavement or base course, plus 1 ft. in each direction.
   b. Cohesive Soil Subgrades: Compact the top 6 inches of subgrade for traffic areas and railroads in embankment or excavation to a minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.
   c. Cohesionless Soil Subgrades: prepare the same as Paragraph 3.02.A.3.b except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.
4. Subgrades for Concrete Slabs on Grade, Mats, and Footings:
   a. Compact cohesive soil subgrades to a minimum of 98% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.
   b. Where subgrade consists of cohesionless granular materials, prepare same as Paragraph 3.02.A.4.a except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.
   c. In-situ material, provided that it is tested for conformance to material requirements, may be acceptable subgrade. In-situ material shall be tested for moisture and maximum dry density as determined by ASTM D698 and evaluated for in-place bearing capacity by Design-Builder.
   d. Prepared subgrades shall extend laterally from the outside edge of footings at a 1:1 ratio with depth of fill.

B. Embankments and Fills:

1. Construct embankments to contours and elevations indicated, using suitable approved material from excavations and borrow areas:

a. Place fill material in maximum 8 inch loose lifts.
b. Place embankment only on subgrades approved by Engineer.
c. Do not place snow, ice, or frozen earth in fill; do not place fill on a frozen surface.

2. Obtain compaction by the controlled movement of compaction equipment approved by Engineer during placing and grading of layers and to minimum density specified for indicated locations.
3. Except as indicated or specified otherwise, compact cohesive soils and cohesionless soils to a minimum of 90% of maximum dry density within the moisture content range from 2% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be as determined by ASTM D698.
4. In areas of fill supporting structures or under paved areas:
   a. Compact cohesive soils to a minimum of 98% of maximum dry density and fill under paved areas compact cohesive soils to a minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be as determined by ASTM D698.
   b. Compact cohesionless soils the same as Paragraph 3.02.B.4.a except that moisture content shall be workable. Workable is defined as a moisture content sufficient to achieve desired compaction as approved by the Engineer.

C. Pipe Embedment:
1. Pipe bedding shall be as indicated, using granular material.
2. Place granular embedment as follows:
   a. With level bottom layer at proper grade to receive and uniformly support pipe barrel throughout its length.
   b. Form shallow depression under each joint to facilitate jointing.
   c. Add second layer simultaneously to both sides of pipe with care to avoid displacement.
   d. Complete promptly after completion of jointing operations.
   e. Substitute for any part of earth backfill to within 2 ft. of final grade at Design-Builder's option.
3. Compact granular embedment as follows:
   a. In loose lifts not exceeding 12 inches in depth.
   b. Rod, spade, or vibrate:
      (1) As required to meet KDOT Section 205 – Excavation and Embankment for Highways Type B Soil Compaction Requirements.
      (2) Throughout depth of embedment.
   c. Compaction using flooding or water spraying techniques will not be allowed.
4. Earth pipe embedment shall be as indicated and shall be used at impervious trench checks. Shape trench bottom to fit pipe and backfill throughout depth of trench with impervious materials. Compact to minimum of 95% of maximum dry density within the moisture content range from 0% below optimum to 2% above optimum. Optimum moisture and maximum dry density shall be determined by ASTM D698.

D. Backfilling:
1. Backfill for structures and trenches shall be as specified in "Embankments and Fills," this Section, with the following additional provisions:
2. Structures:
   a. Backfill only after concrete has attained 70% design strength unless noted otherwise.

b. Backfill adjacent to structures only after a sufficient portion of structure has been built to resist imposed load.
c. Remove all debris from excavation prior to placement of material.
d. Place backfill in level loose lifts of thickness within compacting ability of equipment used but not to exceed 8 inches in thickness.
e. Perform backfilling simultaneously on all sides of structures.
f. Exercise extreme care in use of heavy equipment in areas adjacent to structures. Equipment operated within 10 ft. of any wall shall not exceed 20,000 lbs. gross weight.
g. Material above a 45-degree plane intersecting the footing shall not include rock fragments incapable of passing a 6 inch screen, and no shale whether disintegrated or not.

3. Trenches:
   a. Backfill for trenches shall be as specified for structures and as follows:
      (1) Complete promptly upon completion of pipe embedment and approval to proceed.
      (2) Use hand methods to a plane 12 inches above top of pipe.
      (3) Mechanical methods shall be acceptable where hand backfill is not required.
      (4) Backfill in lifts of thickness within compacting ability of equipment used, but not greater than 8 inches.
      (5) Until compacted depth over conduit exceeds 3 ft., do not drop fill material over 5 ft. Distance may then be increased 2 ft. for each additional ft. of cover.
4. Controlled Low-Strength Material (CLSM):
   a. Place CLSM by means of chute, drop pipe, pump, bucket, or other method approved by Engineer to maintain consistency, flowability, and strength of in-place final product. Fill all voids and place to indicated grades or minimum elevations noted without use of a vibrator.
   b. Open ends of area to be backfilled shall be plugged or built-up with a temporary bulkhead arrangement to prevent loss of CLSM during placement or during curing.
   c. Prevent movement of any adjacent structure or pipe conduit:
      (1) Anchor pipe or structure to prevent uplift or movement prior to placement of CLSM.
      (2) Prevent intrusion of CLSM into interior sections of structure or pipe.
      (3) If any such movement or intrusion occurs, affected structures or pipe shall be cleaned and may require excavation, removal, and replacement of CLSM to intended final fill elevation.
   d. CLSM is intended for placement within a hole that is dry or maintained with a positive dewatering operation. If it is necessary to place CLSM under water, method for placement and mix design shall be submitted to Engineer for approval at least 10 working days prior to any intended pours.
   e. Monitor surface elevation of placed CLSM and document any shrinkage or settlement of initial placement volume. Provide information of shrinkage and/or settlement of initial lift to Engineer prior to placement of any additional layers or completion of CLSM placement to final indicated elevation.
   f. CLSM shall not be covered with soil or other imposed loading until a minimum compressive strength of 30 psi is attained or until a minimum of 12 hours' cure time has elapsed. Minimum strengths shall be demonstrated by laboratory test results or if permitted by Engineer, by failure to deform or crush the fill with an equivalent 30 psi applied loading in the field.

g. Protect CLSM from freezing while curing with insulated blankets or other approved methods.
h. Where air may become trapped under slabs due to grade beams or other structural components, holes shall be drilled at locations indicated, or as directed by Engineer to allow for uniform placement of CLSM entirely within the void region. Plugs shall be installed to confine CLSM, as needed. It is not intended that raising or leveling of any slabs or structural elements shall occur from placement methods.

E. Site Grading:
1. Excavate, fill, compact fill, and rough grade to bring Project area outside buildings to subgrades as follows:
a. For surfaced areas, to underside of respective surfacing or base course.
b. For areas to receive topsoil, to a minimum of 4 inches below finished grade.
c. When rock is encountered in grading areas outside buildings, overexcavate to depth specified and backfill to grade with compacted fill:
(1) Under surfaced areas, to 6 inches below top of respective subgrades for such areas.
(2) Under lawn and planted areas, to 24 inches below finished grade, except that boulder or protruding rock outcrop, if so indicated, shall be left undisturbed.
2. Grading:
a. Grade and compact all areas within Project area, including excavated and filled sections and adjacent transition areas, reasonably smooth, and free from irregular surface changes.
b. Degree of finish for rough grading shall be that ordinarily obtained from blade grader or scraper operations except as otherwise specified with due allowance for topsoil.
c. Finished grades shall generally be not more than 0.1 ft. above or below those indicated.
d. Finish all ditches, swales, and gutters to drain readily.
e. Unless otherwise indicated, slope the subgrade evenly to provide drainage away from all structures in all directions at a grade not less than 1/4 inch per ft. for a minimum distance of 10 ft.
f. Provide roundings at top and bottom of banks and at other breaks in grade.

3.03 TOPSOILING:

A. Material: Use the most suitable material obtained from stripping operations and borrow when required.
1. Placement:
a. Clear areas free of vegetation, rock, and other materials which would interfere with grading and tillage operations.
b. Bond topsoil to subgrade by scarifying subgrade to a depth of 2 inches.
c. Spread topsoil to a minimum depth of 4 inches where grading operations have left less than 4 inches of topsoil in place.
d. Grade topsoil to bring areas to grades as indicated, to ensure that all surfaces are left in an even and properly compacted condition, and to prevent ponding of water in depressions.
2. Cleanup:
a. Clean surface free of all stones or other objects larger than 1 inch in least dimension, all roots, brush, wire, grading stakes, and other objectionable materials.
b. Keep paved areas clean and promptly remove rock and dirt dropped upon surfacing.

3.04 RIPRAP:

A. Foundation, filter course and placement
   1. In accordance with Section 304 'Rip Rap Construction' of the City of Wichita, KS Standard Specifications for the Construction of Public Projects.

3.05 MAINTENANCE:

A. Protect newly graded and topsoiled areas from actions of the elements.
B. Fill and repair settling or erosion occurring prior to date of Substantial Completion for the entire project, and reestablish grades to required elevations and slopes.
C. Under provisions of the guarantee, correct any settlement of embankment, fill, or backfill and damages created thereby within two (2) years from date of Substantial Completion for the entire project. Make repairs within 10 days after notification by Owner of settlement.

3.06 FIELD QUALITY CONTROL:

A. Compaction:
   1. Design-Builder will, through services of an accredited independent laboratory, test all embankments, fills, and subgrades under this Contract to determine conformance with specified density relationships.
   2. Method of test may be either of the following at Engineer's option:
      a. This ASTM D1556.
      b. ASTM D2167.
      c. ASTM D6938.
   3. The frequency of in-place compaction testing including density and moisture content will be as directed by the Engineer and in accordance with the Design-Builder's QA/QC program and generally as follows:
      a. At least one test for every 2,500 ft^2 of material placed in a mass fill.
      b. At least one test per lift on alternating sides of trench for each 200 feet of fill placed in trenches for pipe greater than 12" in diameter.
      c. At least one test per 2,500 $ft.^2$ per lift for fill in roadbed.
      d. At least one test for every 200 ft. of roadway for road subgrades and crushed rock base course.
      e. At least one test for every 500 $ft.^2$ per lift in structural fill or on subgrades for foundations.
   4. At least one test when Engineer suspects quality of moisture control or effectiveness of compaction. Remove or scarify fill failing to meet required densities and recompact as necessary to achieve specified results.
   5. Removal of in-place material and replacement with approved new material will be required if scarifying and recompaction do not produce the required densities.
   6. Perform at least one classification test ASTM D2487 and one moisture-density test ASTM D698 on soil used in fill or backfill operations during construction.
      a. Each sample shall be taken from trenches or other excavations as directed by Engineer and should be generally representative of distinguishably differing materials encountered and used for backfill or fill.
      b. Perform one set of tests at the beginning of excavation and one additional set of tests when material properties vary from the material initially tested.
      c. Additional tests shall be performed when directed by Engineer.

B. Controlled Low-Strength Material (CLSM):
   1. Determine unconfined compressive strength using cylinders of CLSM sampled, handled, cured, and tested in accordance with ASTM D4832. Perform a minimum of one set of

four cylinders for every 100 yds.³ of CLSM placed but not less than one set for each day's placement, unless otherwise directed by Engineer.

2. Determine bearing strength, if required by Engineer, using penetration testing in accordance with ASTM C403.
3. Test flow of CLSM, if required by Engineer, in accordance with ASTM C939.

C. Subgrades:

1. Engineer will inspect all subgrades to determine conformance with indicated lines and grades.
2. Design-Builder will, through services of an accredited independent laboratory, evaluate in-place bearing capacity when overexcavation of insitu material is not performed. The frequency of testing will be as directed by the Engineer and in accordance with the Design-Builder's QA/QC program and generally as follows:
   a. A minimum of one evaluation will be required for any structure with a foundation greater than 500 ft.².
   b. At least one evaluation for every 5,000 ft.² of foundation subgrades.

END OF SECTION 31 20 50

DIVISION 33 – UTILITIES

SECTION 33 05 07 – MICROTUNNELING

SECTION REVISION STATUS

Rev No.	Date	By	Description
A	4/16/2021	Trevor Kaufman	Issued for WWP Review
B	6/9/2021	Trevor Kaufman	Package 4 - Issued for Owner Review
C	8/2/2021	Trevor Kaufman	Package 4 - Issued for Q4 Review
D	9/22/2021	Trevor Kaufman	Package 4 - Issued for Owner Review

SECTION CERTIFICATION

PART 1 - GENERAL

1.01 SUMMARY:

A. Section includes:
   1. Excavation for trenches and pits
   2. Microtunneling
   3. Casing Pipe

B. Related Requirements:
   1. Pressure Pipe: DIVISION 33
   2. Pipe Installation: DIVISION 33
   3. Utility Identification: DIVISION 33 (33 05 97)

C. Supplier shall review and understand the American Iron and Steel (AIS) Requirements. Iron and steel products must be produced in the United States in a manner that complies with the AIS Requirement and certifications of such production must be provided to the Design-Builder prior to shipment.

1.02 DEFINITIONS:

A. ASTM: American Society for Testing and Materials
B. AWWA: American Water Works Association

1.03 COORDINATION:

A. Subcontractor shall coordinate work with City of Wichita, Sedgwick County, Railroad, and utilities within construction area.
B. Subcontractor shall obtain all necessary permits required to install the pipe using trenchless methods and for the proper disposal of drilling materials (mud, screenings, water, etc.).
C. Subcontractor shall furnish all labor, materials, and equipment required to install the pipe using the trenchless methods of installation, all in accordance with the requirements of the Contract Documents. The pipe size, type and length shall be as specified herein or as shown on the drawings. Work shall include and not be limited to proper installation, testing, grouting, restoration of underground utilities and environmental protection and restoration.
D. Subcontractor shall be sufficiently trained and knowledgeable of the construction technique required by the use of these trenchless methods. Subcontractor shall furnish all tunneling equipment, qualified laborers, and equipment operators necessary to complete the required work in accordance with the project manual and associated drawings.

1.04 SUBMITTALS:

A. Submit as specified in the General Requirements of the Procurement Documents. Provide Work Plans and Permitting process prior to work commencement accordingly for collaboration with WWP Field Staff
B. Subcontractor shall provide the manufacturer's catalog cuts, technical data, and/or shop drawings for the following system components (shop drawings shall be drawn to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the work):
   1. Casing Pipe
   2. Casing Spacers and End Seals
   3. Submit technical data for equipment, method of installation, and proposed sequence of construction.
   4. Include information pertaining to pits, dewatering, method of spoils removal, equipment size and capacity, equipment capabilities, drilling fluid, method of monitoring line and

grade and detection of surface movement, name plate data for drilling equipment, anticipated jacking loads, minimum pipe thickness required to withstand jacking loads, and mobile spoils removal unit.

5. Data supporting the tunneling Contractor's qualifications and experience.

C. Certificates and Affidavits: Furnish the Following Prior to Shipment:
   1. Affidavit of compliance with applicable AWWA and NSF standards.
   2. American Iron and Steel (AIS) Certifications.
      a. If Supplier is unable to meet AIS requirements, Supplier shall disclose this information to Design Builder in their proposal.
   3. Test certificates.

D. Closeout Submittals:
   1. Asset Management System Submittal
      a. A stand-alone Asset Management Submittal will be required on any tagged pipe or fittings.
      b. Required data shall be formally prepared and populated into an editable MS.XLS file (file to be provided by Design Builder). See procurement documents for required information to be included in the submittal.
      c. Prepare Submittal only following approval of material submittal(s) via "A" Status as defined in procurement documents.

E. Record Drawings/Information
   1. Maintain accurate and up to date record documents showing field and Shop Drawing modifications. Record documents for buried piping shall show actual horizontal and vertical location of all piping, existing utilities that are exposed as part of construction activities, and appurtenances at same scale as the Contract Drawings.

1.05 QUALITY ASSURANCE:

A. Regulatory Requirements:
   1. Comply with the requirements including proof of insurance, and other permit requirements for construction across or along railroads, highways, local or county roads, or drainage ways.
   2. Comply with the requirements for NPDES permitting, including best management practices for storm water discharges from the construction site.
   3. Comply with requirements of utility company supplying water. Includes tapping of water mains and backflow prevention.
   4. Comply with KDHE requirements for proper disposal of drilling materials (mud, screenings, water, etc.).

B. All applicable permits and applications must be in place prior to beginning construction. Subcontractor shall perform the work in accordance with Sedgwick County and Railroad permit requirements.

C. All trenchless pipe installation operations shall be performed by a qualified Contractor with at least three (3) years of experience involving work of a similar nature to the work required for this project.

1.06 DELIVERY, STORAGE, AND HANDLING:

A. Shall be as specified in Procurement Documents.

PART 2 - PRODUCTS

2.01 MICROTUNNELING SYSTEM:

A. General
   1. The microtunneling system shall consist of five major, independently controlled components:
      a) Microtunnel Boring Machine (MTBM)
      b) Jacking system
      c) Spoil removal system
      d) Guidance and control system
      e) Pipe lubrication system

B. Description of the System
   1. The Subcontractor shall provide a microtunneling system for installing pipe behind a remotely controlled, steerable, guided, articulated Microtunnel Boring Machine (MTBM). The MTBM shall be connected to and followed by the pipe which is installed by jacking and shall be capable of fully controlling the rate at which the material is being excavated at all times.
   2. The minimum depth of cover to the pipe being installed using the microtunneling process is normally six (6) feet or 1.5 times the outer diameter of the pipe being installed, whichever is the greater. With special precautions, and approval by the Engineer, this depth of cover may be decreased.
   3. Microtunneling work shall be executed so as to minimize settlement or heave. Overcut shall not exceed 1" on the radius of the pipe being installed without the approval of the Engineer. The annular space created by the overcut may be filled with the lubrication material that is used to reduce the friction drag of the soil on the pipe.

C. Microtunnel Boring Machine (MTBM)
   1. The MTBM shall be capable of controlling rotation or roll by means of bi-directional drive on the cutter head or by the use of fins or grippers. The MTBM shall be articulated to enable remotely controlled steering of the shield. Drill Head: The drill head shall be steerable by changing its rotation and shall provide necessary cutting surfaces and drilling fluid jets.
   2. A display showing the position of the shield in relation to a design reference shall be available to the operator at an operation console together with other information such as face pressure, roll, pitch, steering attitude and valve positions.
   3. The MTBM shall have a cutter face capable of supporting the full excavated area at all times and may have the capability of setting a calculated earth balancing pressure and positively measuring the earth pressure at the face.
   4. When soil conditions dictate, the tunnel shall be capable of removing cobbles and boulders. The excavation system shall be fully capable of excavating all material that it will encounter.

D. Automated Spoil Transportation
   1. The automated spoil transportation system shall match the excavation rate to the rate of spoil removal, maintaining settlement or heave within tolerances specified herein.
   2. The balancing of ground water pressures shall be achieved by the use of a slurry pressure or auger earth pressure balance system. The system shall be capable of any adjustment required to maintain face stability for the particular soil condition to be encountered on the project. The system shall monitor and continuously balance the ground water pressure.

3. If a slurry spoil transportation system is used, the ground water pressure may be managed by use of the slurry pumps (which may be of variable speeds), pressure control valves and a flow meter. A slurry bypass unit shall be included in the system to allow the direction of flow to be changed and isolated, as necessary.
4. A separation process shall be provided when using the slurry transportation system. The process shall be designed to provide adequate separation of the spoil from the slurry so that the clean slurry can be returned to the cutting head for reuse. The Subcontractor shall identify the type of separation process to be used.
   If an Auger spoil transportation system is utilized, the ground water pressures may be managed by controlling the volume of spoil removal with respect to the advance rate (Earth Pressure Balance Method) and the application of compressed air. In soils with excessive ground water, approval of the Engineer may be required for earth pressure balance auger systems. Approval will be based on the evaluation of the equipment's ability to balance soil and water pressures at the face, stability of the soils and the significance of the ground water present.

E. Pipe Jacking Equipment
1. The main jacks shall be mounted in a jacking frame and located in the drive (starting) shaft. The jacking frame successively pushes the MTBM followed by a string of connected pipes toward a receiving shaft. The jacking capacity of the system shall be sufficient to push the MTBM and the string of pipes thorough the ground.
2. The main jacking equipment installed shall have a capacity greater than the anticipated jacking load. The hydraulic cylinder extension rate shall be synchronized with the excavation rate of the MTBM, which is determined by the soil conditions.
3. Intermediate jacking stations shall be provided by the Subcontractor when the total anticipated jacking force needed to complete the installation exceeds the designed maximum jacking force of the pipe or 80% of the capacity of the main jacks.
4. The jacking system shall develop a uniform distribution of jacking forces on the end of the pipe by the use of spreader rings and packing.

F. Pipe Lubrication System
1. A pipe lubrication system may be utilized when anticipate jacking forces on the pipe are expected to exceed the capacity of the main jacks or exceed the pipe design strength with the appropriate safety factor. An approved lubricant shall be injected at the rear of the MTBM and, if necessary, through the pipe walls to lower the friction developed on the surface of the pipe during jacking and thereby reduce the jacking forces.

G. Remote Control System
1. A Remote-Control System shall be provided that allows for the operation of the system without the need for personnel to enter the microtunnel.
2. In man entry sized pipes, intermittent entry of personnel will be permitted into the pipe for maintenance during the drive and for removal of equipment once the pipe installation is complete.
3. The control equipment shall integrate the method of excavation and removal of soil and its simultaneous replacement by the pipe. As each pipe section is jacked forward, the control system shall synchronize excavation and jacking speeds. The system shall provide complete and adequate ground support at all times.

H. Active Direction Control
1. Line and grade shall be controlled by a guidance system that relates the actual position of the MTBM to a design reference (e.g. by a laser beam transmitted from the jacking shaft along the center line of the pipe to a target mounted in the shield). The microtunneling

system shall be capable of maintaining grade to within plus or minus 1" and alignment to within plus or minus 1.5", unless otherwise approved by the Engineer.

2. The active steering information shall be monitored and transmitted to the operation console. The minimum steering information available to the operator on the control console shall include the position relative to the design reference, roll, indication, attitude, rate of advance, installed length, thrust force, and cutter head torque.

2.02 STEEL CASING PIPE:

A. Steel pipe casing shall conform to the latest revision of ASTM A53 for Grade B and ASTM A139 for Grade A having a minimum diameter as shown on the drawings.

B. Steel pipe shall be Grade B under railroads and Grade A on all other uses.

C. Steel pipe shall have a minimum wall thickness as shown in the following table:

DIAMETER OF CASING - INCHES	MINIMUM WALL THICKNESS IN INCHES	
	UNDER RAILROADS	ALL OTHER USES
50 through 54	0.750	0.500
56 through 62	0.875	0.625
64 through 78	1.000	0.875

D. The Subcontractor shall evaluate the minimum thickness of steel casing required to withstand the jacking loads and increase wall thickness as required. Proposed changes shall be approved by Engineer prior to installation.

2.03 CASING SPACERS:

A. Premanufactured casing spacers as manufactured by RACI, CCI Pipeline Systems, Ranger, Cascade or approved equal.

B. Casing spacers shall be polyethylene or stainless steel.

C. Casing spacer quantity and spacing shall be based on manufacturers recommendations and submitted to the Engineer for review.

2.04 CARRIER PIPE:

A. Pipe shall be as specified in Division 33.

PART 3 - EXECUTION

3.01 GENERAL:

A. Proper alignment and elevations shall be maintained throughout the tunneling operation.

B. Pipe shall be installed to meet or exceed the requirements of ASTM and AWWA approved installation methods.

C. Testing of the pipe shall be in accordance with the testing requirements as outlined in Division 33.

D. The Subcontractor shall provide and maintain adequate microtunneling equipment and install support systems as required. The Subcontractor shall have sole responsibility for safety of microtunneling operations and for persons engaged in the work.

E. The Subcontractor shall furnish shop drawings showing his proposed method of microtunneling, including design for microtunneling head, installation of microtunneling supports or back stop, arrangement and position of microtunneling machinery, pipe guides, grouting plan, intended disposal of excavated material, and a project safety plan for the Design Builder's review.

3.02 PREPARATION:

A. The entire drill path shall be accurately surveyed by the Subcontractor with entry and exit pit stakes placed in the appropriate locations within the areas indicated on the drawings.

B. If using the magnetic guidance system, the drill path shall be surveyed by the Subcontractor for any surface geomagnetic variations.

3.03 DEWATERING:

A. Dewatering shall be completed in accordance with Specification 31 20 50.

3.04 EXCAVATION:

A. Excavation shall be completed in accordance with Specification 31 20 50.

3.05 JACKING AND RECEIVING SHAFTS:

A. Entrance and exit pits shall be located to avoid conflicts with the public utilities, and other agencies.

B. Shafts shall be of a size commensurate with safe working practices. The Subcontractor shall provide shop drawings showing the shaft locations for approval by the Design Builder. The design of the shafts shall ensure safe exit from the driving shaft and entry into the receiving shaft of the MTBM.

C. Shafts and jacking pit shall be adequately ventilated. Air monitoring of the shafts or pits shall be conducted by the Subcontractor on a continuous basis in accordance with the Subcontractor's Safety Plan.

D. Provide sump areas to contain drilling fluids.

3.06 INSTALLATION:

A. A thrust block is required to transfer jacking loads into the soil. The thrust block shall be designed to support the maximum jacking pressure developed by the main jacking system. Special care shall be taken when setting pipe guide rails in the jacking shaft to ensure correctness of the alignment, grade, and stability. If a concrete thrust block or treated soil zone is utilized to transfer jacking loads into the soil, the MTBM is not to be jacked until the concrete or other material have attained the required strength.

B. During construction operations and until pits are backfilled, barricades and lights to safeguard traffic and pedestrians shall be furnished and maintained conforming to the Manual Uniform Traffic Control Devices (MUTCD). All operations must comply with the Site Safety Plan.

C. When grade of pipe at microtunneling end is below ground surface, suitable pits or trenches shall be excavated for the purpose of conducting the microtunneling operations and for joining pipe. Work shall be sheeted securely and braced to prevent earth caving and to provide a safe and stable work area.

D. Protect and support pipe so it moves freely and is not damaged during installation. Subcontractor shall provide pipe rollers, slings, or other appurtenances to assist in supporting the pipe during installation.

E. As the tunneling progresses, it shall be concurrently supported with a welded continuous, permanent, new steel pipe casing having a minimum diameter as shown on the drawings.

F. Once the tunneling operation has commenced, it shall be continued uninterrupted until the conduit has been installed to the specified limits.
G. Borings and encasement shall be constructed so they will drain and shall be bored in a single direction. The pipe shall be pulled or pushed into the casing on casing spacers as shown in the details and approved by the Engineer. The entire void area between the casing and the pipe shall be filled with jetted sand**.** The ends of the encasement pipe shall be sealed with flexible, synthetic rubber pull-on end seals with 304 stainless steel bands.
H. All voids or abandoned holes caused by tunneling are to be filled by pressure grouting when deemed necessary by the Design Builder representative. The grout material shall be a sand cement slurry with a minimum of two sacks of cement per cubic yard and a minimum of water to assure satisfactory placement.
I. Where the characteristics of soil or size of proposed pipe would make use of tunneling more satisfactory that microtunneling, a tunneling method may be submitted for acceptance by Engineer.

3.07 OBSTRUCTIONS AND UNEXPECTED UTILITIES

A. When obstructions or unexpected utilities are encountered during the tunneling process, the Subcontractor shall notify the Design Builder immediately.
B. For conditions requiring more than 1-foot deviation in horizontal or vertical alignment, the Subcontractor shall submit a proposed alignment to Engineer for approval before resuming work.

3.08 LINE AND GRADE TOLERANCES

A. The installed pipe and/or casing shall not deviate from the line and grade as shown on the drawings.
B. Horizontal Tolerance:
   1. Acceptable horizontal tolerance shall be a maximum of 1 inch per 100 feet difference from the line shown on the drawings.
C. Vertical Tolerance:
   1. Acceptable vertical tolerance shall be a maximum 1 inch per 100 feet difference from the grade shown on the drawings. Deflection through the pipe shall be as specified in Division 33.

3.09 DISPOSAL OF SPOILS

A. Remove, transport, and legally dispose of drilling spoils.
   1. Do not discharge drilling spoils in sanitary sewers, storm sewers, or other drainage systems.
   2. When tunneling in suspected contaminated soil, test drilling fluid for contamination before disposal.
   3. Spoils shall be disposed of on sites approved by KDHE and the Design Builder.
   4. Any material dumped in waters of the United States or wetlands is subject to U.S. Corps of Engineers permitting regulations.
B. Slurry Removal
   1. Subcontractor is responsible for removal and proper disposal of all slurry in accordance with the local, state, and federal requirements.
   2. Subcontractor shall contain excess drilling fluids at entry and exit points until recycled or removed from site. Provide recovery system to remove drilling spoils from access pits.
   3. When drilling fluid leaks to surface, immediately contain leak and barricade area from vehicular and pedestrian travel before resuming drilling operations.

4. Complete cleanup of drilling fluid at end of each workday.

3.10 RESTORATION

A. Upon completion of tunneling and pipe installation, remove tunneling spoils, debris, and unacceptable material from approach trenches and pits. Clean up excess slurry from ground.

B. Restore approach trenches and pits to original condition.

END OF SECTION 33 05 07

DIVISION 33 - UTILITIES

SECTION 33 11 00 – PRESSURE PIPE – REV 6

SECTION REVISION STATUS

Rev No.	Date	By	Description
0	11/12/2020	J. Garder	Package 1 - Issued for Construction
1	12/18/2020	J. Garder	Package 1 – Revised Per KDHE
2	12/18/2020	J. Garder	Package 2/3 - Issued for Review
3	2/11/2021	J. Garder	Package 2/3 - Issued for Owner Review
4	3/18/2021	J. Garder	Package 2 – Issued for Construction
5	5/14/2021	J. Garder	Package 2 – Issued for Construction
6	7/29/2021	J. Garder	Package 4-Issued for Q4 Review
	9/22/2021	J. Garder	Package 4-Issued for Owner Review

SECTION CERTIFICATION

This Document has been digitally signed and sealed.
9/30/2021

PART 1 - GENERAL

1.01 SUMMARY:

A. This Section includes all process pressure pipe, fittings, specials, and appurtenances excluding plumbing, potable water, and gas.

B. Supplier shall review and understand the American Iron and Steel (AIS) Requirements. Iron and steel products must be produced in the United States in a manner that complies with the AIS Requirement and certifications of such production must be provided to the Design-Builder prior to shipment.

C. Related Work Specified Elsewhere:
   1. Section 33 31 50 - Pipe Installation.
   2. Section 33 12 16 - Valves and Accessories.
   3. Section 09 90 00 - Protective Coatings.
   4. Division 22 – Plumbing.

1.02 REFERENCE STANDARDS:

A. Applicable Standards:
   1. American Association of State Highway and Transportation Officials (AASHTO).
   2. American Water Works Association (AWWA):
      a. AWWA C104 - Cement-Mortar Lining for Ductile-Iron Pipe and Fittings for Water.
      b. AWWA C105 – Polyethylene Encasement for Ductile-Iron Pipe Systems
      c. AWWA C110 - Ductile-Iron and Gray-Iron Fittings.
      d. AWWA C111 - Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
      e. AWWA C115 - Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges.
      f. AWWA C150 - Thickness Design of Ductile-Iron Pipe.
      g. AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast, for Water.
      h. AWWA C153 - Ductile-Iron Compact Fittings.
      i. AWWA C200 - Steel Water Pipe 6 Inches and Larger.
      j. AWWA C205 - Cement-Mortar Protective Lining and Coating for Steel Water Pipe - 4 Inch and Larger - Shop Applied.
      k. AWWA C206 – Field Welding of Steel Water Pipe.
      l. AWWA C207 - Steel Pipe Flanges for Waterworks Service, Sizes 4 Inch Through 144 Inch.
      m. AWWA C208 - Dimensions for Fabricated Steel Water Pipe Fittings.
      n. AWWA C209 - Cold-Applied Tape Coatings for the Exterior of Special Sections, Connections, and Fittings for Steel Water Pipelines.
      o. AWWA C210 - Liquid-Epoxy Coatings and Linings for Steel Water Pipe and Fittings.
      p. AWWA C213 - Fusion-Bonded Epoxy Coating for the Interior and Exterior of Steel Water Pipelines.
      q. AWWA C214 - Tape Coating Systems for Steel Water Pipe.
      r. AWWA C215 - Extruded Polyolefin Coatings for Steel Pipe.
      s. AWWA C218 - Liquid Coating Systems for the Exterior of Aboveground Steel Water Pipelines and Fittings.
      t. AWWA C219 - Bolted, Sleeve-Type Couplings for Plain-End Pipe.

u. AWWA C222 - Polyurethane Coatings and Linings for Steel Water Pipe & Fittings
v. AWWA C227 – Bolted, Split-Sleeve Type Couplings
w. AWWA C605 – Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water
x. AWWA C606 - Grooved and Shouldered Joints.
y. AWWA C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 In Through 12 In.
z. AWWA C907 - Polyvinyl Chloride (PVC) Pressure Fittings for Water-4 in. through 12 In. for Water Distribution.
aa. AWWA M11 - Steel Pipe - A Guide for Design and Installation.
bb. AWWA M23 - PVC Pipe-Design and Installation.
cc. AWWA M41 - Ductile-Iron Pipe and Fittings.

3. American National Standards Institute (ANSI):
   a. ANSI B16.1 - Gray Iron Pipe Flanges and Flanged Fittings: Classes 25, 125, and 250.
   b. ANSI B16.21 - Nonmetallic Flat Gaskets for Pipe Flanges.
4. American Society for Testing and Materials (ASTM):
   a. ASTM A307 - Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60000 PSI Tensile Strength.
   b. ASTM D1248 - Standard Specification for Polyethylene Plastics Extrusion Materials for Wire and Cable.
   c. ASTM F477 - Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
   d. ASTM G62 - Standard Test Methods for Holiday Detection in Pipeline Coatings.
5. National Sanitation Foundation (NSF):
   a. NSF 61 - Drinking Water System Components - Health Effects.
   b. NSF 372 – Drinking Water System Components – Lead Content.
6. Society for Protective Coatings (SSPC):
   a. SP1 - Solvent Cleaning.
   b. SP3 - Power Tool Cleaning.
   c. SP5 - White Metal Blast Cleaning.
   d. SP7 - Brush-Off Blast Cleaning.
   e. SP10 - Near-White Blast Cleaning.

1.03 SUBMITTALS:

A. Submit as specified in procurement documents.
B. Submit the following for acceptance prior to fabrication:
   1. Pipe and joint details.
   2. Special, fitting, and coupling details.
   3. Laying and installation schedule.
   4. Specifications, data sheets, and affidavits of compliance for protective shop coatings and linings.
   5. Manufacturer's design calculations including, but not limited to, wall thickness and deflection under specified live and dead loads.
   6. Written nondestructive testing procedure specifications and nondestructive testing personnel qualifications for field welds.
C. Certificates and Affidavits: Furnish the Following Prior to Shipment:

1. Affidavit of compliance with applicable AWWA and NSF standards.
2. Certificate of origin for all steel flanges. Flanges shall be manufactured in the U.S.A.
3. Iron and steel products must be produced in the United States and certifications of such production must be provided to the Design Builder prior to shipment.
4. Test certificates.

D. Closeout Submittals:
1. Asset Management System Submittal
   a. A stand-alone Asset Management Submittal will be required on any tagged pipe or fittings.
   b. Required data shall be formally prepared and populated into an editable MS.XLS file (file to be provided by Design Builder). See procurement documents for required information to be included in the submittal.
   c. Prepare Submittal only following approval of equipment submittal(s) via "A" Status as defined in procurement documents.

1.04 WARRANTY:

A. Supplier shall warrant that all materials shall be free of defects caused by faulty material or workmanship for a minimum period of two (2) years from date of Substantial Completion for the entire project, unless otherwise specified.
B. See procurement documents for full requirements.

1.05 QUALITY ASSURANCE:

A. Manufacturers shall be ISO-9001 or SPFA certified and experienced in the design and manufacture of pipe, fittings, specials, or appurtenances for a minimum period of 5 years.
B. All pipe manufactured to AWWA C200 series specifications shall be furnished by a manufacturer certified by the Steel Plate Fabricators Association (SPFA) for steel pipe fabrication.

PART 2 - PRODUCTS

2.01 PIPE REQUIREMENTS:

A. Furnish pipe of materials, joint types, and sizes as indicated or specified.
B. Pipe, fittings, and appurtenances shall be designed to withstand all stresses resulting from external loads and internal pressures listed in the Appendix - Pipe Schedule unless otherwise specified.
C. Pipe Marking: All pipe and fittings shall be marked conforming to the applicable standard specification under which the pipe is manufactured and as otherwise specified.
D. All wetted materials and interior pipe coatings shall comply with NSF 61 and NSF 372 for water service, including raw, partially treated, and finished water, and chemicals applied to water.

2.02 DUCTILE-IRON PIPE:

A. Design and Manufacture of Pipe:
1. Ductile-iron pipe shall conform to AWWA C115, C150, and C151 except as otherwise specified.

B. Dimensions: The minimum thickness shall be as defined by pressure class as indicated in Appendix - Pipe Schedule.

1. Minimum thickness for ductile-iron pipe threaded for screw-on flanges shall be in accordance with AWWA C115.
2. Pipe with grooved barrel for any type of restrained joint shall have wall thickness increased to provide a minimum wall thickness conforming to AWWA C606.

C. Joints:
   1. Mechanical and Push-On Type:
      a. Provide mechanical or push-on-type joints for all buried pipe less than 30 inches in diameter unless otherwise specified or indicated. Provide push-on-type joints for sizes 30 inches in diameter and greater.
      b. Joints shall conform to AWWA C111.
      c. Provide mechanical joint restraints at fittings, valves, where cast in concrete, and next pipe joint on each side of these locations; next pipe joint on each side of any flanged connection; and where designated on Drawings.
   2. Flanged:
      a. Provide flanged joints for all interior and exposed exterior pipe except where otherwise specified or indicated.
      b. Flanges for pipe shall be ductile iron and conform to the applicable provisions of AWWA C110 and C115 and shall be drilled ANSI B16.1 Class 125.
      c. Where specifically indicated, flanges shall be ANSI B16.1 Class 250.
      d. Pipe with victaulic-style couplings and rigid or flexible joints conforming to AWWA C606 may be substituted for Class 125 flanged pipe where indicated or approved by Engineer.
   3. Sleeved or Coupled:
      a. Provide for sleeves or couplings where indicated.
      b. Furnish pipe ends suitable for receiving style of sleeve or coupling indicated or specified.
      c. Provide anchored couplings where restraint is required to withstand specified operating or hydrostatic test pressure and where indicated.
   4. Restrained:
      a. Furnish for all fittings and where joint restraint is required to offset internal pipeline forces.
      b. Provide restrained joints of following approved types:
         (1) Restrained mechanical joint.
         (2) Cut grooved type for rigid joint conforming to AWWA C606.
         (3) Cut flexible grooves as approved by Engineer.
         (4) Restrained push-on joint.
         (5) Boltless or bolted ball and socket joint.
         (6) Anchored couplings.
      c. Mechanical joint retainer glands may be used where joint restraint is required. Acceptable manufacturers for retainer glands are as follows:
         (1) Megalug manufactured by EBAA Iron, Inc.
         (2) Stargrip manufactured by Star Pipe Products
         (3) Engineer-approved equal.

D. Fittings:
   1. Fittings shall conform to AWWA C110 or C153 and shall have a pressure rating of not less than that specified for pipe.
   2. Fittings shall be ductile iron.

3. Fittings for pipe with push-on or mechanical joints shall have mechanical joints.
4. Fittings for pipe with grooved type joint shall have cut grooved type rigid joints per AWWA C606.
5. Include all specials, taps, plugs, flanges, and wall fittings as required.
6. Provide openings for air valve, drain, sampling, sensing, testing, and other connections with threaded bosses or flange outlets sized and located where indicated.
7. Provide tangent blow-off and drain assemblies where indicated. Outlet size shall be 6 inches and have flanged end.

E. Lining:
1. All pipe and fittings for water shall be cement-mortar lined in accordance with AWWA C104.

F. Coating:
1. All ductile iron pipe and fittings for buried service shall be coated with manufacturer's standard bituminous paint coating.
2. All ductile iron pipe and fittings for exposed interior or exterior installation shall be shop prime coated as specified in Section 09 90 00.
3. Flange faces shall be coated in accordance with AWWA C115.

G. Polyethylene Wrap
1. Polyethylene material shall be as follows:
   a. Conform to AWWA C105.
   b. Not less than 8 mils in thickness.
   c. Color-black containing not less than 2 percent carbon black.
2. Adhesive tape shall be as follows:
   a. Approximately 2 inches wide and plastic backed not less than 10 mils thick.
   b. Capable of bonding securely to metal surfaces and/or polyethylene material.
   c. Scotchrap No. 50, Polyken No. 900, Tapecoat CT, Johns-Manville No. V-10 Trantex, or Engineer-approved equal.

2.03 STEEL PIPE:

A. Materials: Steel grade or pipe grade and type may be optional with the fabricator or producer.

B. Design of Pipe: Design shall conform to AWWA C200, AWWA M11, and as specified except that hydrostatic test of fittings after fabrication will not be required. Fittings shall be tested by dye penetrant method.
1. Size indicated or specified shall mean the nominal inside diameter of lining.
2. Nominal length of pipe section shall be not less than 35 feet nor more than 50 feet. Shorter sections shall be used where required and where otherwise approved.
3. External Loading:
   a. Earth dead load cover at 120 pcf plus AASHTO H-20 live loads. Use Cooper E-80 live loads for railroad crossings.
   b. Use 100% of earth prism above the pipe.
   c. Bedding condition as indicated.
4. Use E' of 1000 and bedding angle of 90°.
5. Allowable design stresses for steel shall be as follows:
   a. 50% of minimum yield stress when subjected to working pressure.
   b. 70% of minimum yield stress when subjected to working pressure plus surge.
6. Allowable design deflection shall be 2% of mean diameter.
7. Deflection lag factor shall be 1.25 for the dead load and 1.0 for live loads.

8. Minimum wall thickness shall be not less than tabulated in Appendix - Pipe Schedule.

C. Joints:
   1. Push-On Type:
      a. Provide push-on-type joints for all buried pipe unless otherwise specified or indicated.
      b. Joints shall conform to AWWA C200.
   2. Flanged:
      a. Provide certificate of origin for all flanges.
      b. Provide flanged joints for all interior and exposed exterior pipe except where otherwise specified or indicated.
      c. Joints shall conform to AWWA C200 and AWWA C207.
      d. Flanges shall have a pressure rating not less than that required for pipe. Flanges shall be Class D and be drilled ANSI B16.1 Class 125.
      e. Where specifically indicated, flanges shall be Class E and be drilled ANSI B16.1 Class 250.
      f. Pipe with AWWA C606 shouldered-type joints may be substituted for Class D flanged pipe.
   3. Sleeved or Coupled:
      a. Provide for sleeves or couplings where indicated.
      b. Furnish pipe ends suitable for receiving style of sleeve or coupling indicated or specified.
      c. Provide anchored couplings where restraint is required to withstand specified operating or hydrostatic test pressure and where indicated.
   4. Restrained: Furnish where joint restraint is required to offset internal pipeline forces. Shouldered or groove type joints for victaulic-style couplings shall conform to AWWA C606.
   5. Welded:
      a. Provide pipe prepared for lap joints for field welding.
      b. Lap welded joints to be prepared for fillet welding on the outside or inside of the pipe.
      c. Lap joints prepared for field welding shall be in accordance with ANSI/AWWA C200. The method used to form, shape, and size bell ends shall be such that the physical properties of the steel are not substantially altered. Bell ends shall be formed by an expanding press or by the pipe being moved axially over a die in such a manner as to stretch the steel plate beyond its elastic limit to form a truly round bell of suitable diameter and shape. Forming of the bell by rolling shall not be allowed. Faying surfaces of the bell and spigot shall be essentially parallel, but in no case shall the bell slope vary more than 2 degrees from the longitudinal axis of the pipe.

D. Fittings and Specials:
   1. Fabricate from tested pipe to conform to AWWA C208 except where otherwise indicated or specified.
   2. Design to withstand internal and external loading specified for pipeline in which located.
   3. Reinforce tees, laterals, and outlets conforming to applicable provisions of AWWA M11.
   4. Include wall fittings with approved anchor ring where indicated.
   5. Include all adapters, outlets, taps, plugs, and other specials as required to complete installation as specified or indicated.

6. Provide openings for air valve, drain, sampling, sensing, testing, and other connections with threaded bosses or flanged outlets sized and located where indicated.
7. Provide tangent blowoff assemblies where indicated. Outlet size shall be 6 inches and have flanged end.

E. Test Plugs:
1. Provide pressure test plugs where required to test the installation.
2. Design test plugs to withstand the internal and external loading.
3. Join test plug to pipe and tie as required to sustain internal and external loading.

F. Lining:
1. All pipe and fittings shall be lined with cement mortar to conform to AWWA C205 unless noted otherwise. Thickness of lining shall conform to AWWA C205 and cement mortar lining shall be Type II or V, per ASTM C150.
2. Modified Polyamine Epoxy (Epoxoline FC22 by Tnemec Company, Inc.) may be used where approved by Engineer.
3. Termination of lining at ends shall be as follows:
   a. End of steel on spigot, flanged, grooved, shouldered, or plain end.
   b. Anticipated termination of mating spigot on bell end of push-on type joints.
4. Lining field welded pipe:
   a. After the joint has been welded and tested and sufficient backfill has been place to prevent the pipe from moving, the interior joint recess of shop-lined cement mortar lined pipe shall be filled with grout, tightly packed into the joint recess and troweled flush with the interior surface. All excess shall be removed.

G. Coating:
1. All pipe and fittings for buried service shall be coated with polyurethane to conform to AWWA C222, minimum 30 mils dry film thickness.
2. All pipe and fittings for exposed installation shall be shop prime coated as specified in Section 09 90 00.
3. Flange faces shall be coated with one of the following rust preventive compounds:
   a. Houghton "Rust Veto 344."
   b. Rust-Oleum "R-9."
   c. Engineer-approved equal.
4. All pipe and fittings for exposed exterior installation shall be shop finish coated as specified in Section 09 90 00.

H. Marking Pipe: In addition to the marking specified in paragraph "Pipe Marking," the following information shall be on all pipe, fittings, and specials:
1. Design pressure in feet.
2. Point of installation on all fittings and specials.
3. Length of any short pipe.

2.04 BURIED PVC PIPE, SIZES 4 INCHES TO 48 INCHES:

A. Materials:
1. Materials shall conform to AWWA C900.
2. Gaskets shall conform to ASTM F477, be synthetic rubber and certified in accordance with NSF 61 for water service.

B. Design of Pipe: Design shall conform to AWWA C900 and as specified:
1. Internal Loading:

a. Internal pressure specified plus allowance for surge pressure conforming to AWWA C900.
b. Hydrostatic test pressure as specified.

2. External Loading:
a. Earth dead load cover at 120 pcf plus AASHTO H-20 live loads.
b. 5% deflection limit.
c. Bedding condition as indicated.

3. Use E' of 700 and bedding angle of 90°.

C. Dimensions: The minimum pressure class for PVC pipe shall be as indicated in Appendix - Pipe Schedule.

D. Diameters: PVC pressure pipe shall have Cast-Iron-Pipe-Equivalent (CI) outside diameters.

E. Joints: Pipe shall be furnished with integral bell-type pipe ends designed for joint assembly using elastomeric gaskets.

F. Fittings:
1. Fittings shall conform to AWWA C110 or C153 and be ductile iron. Fittings shall be mechanical joint (restrained). Cement mortar lined, AWWA C104.

G. Marking: Identification markings on pipe shall conform to AWWA C900.

2.05 SLEEVES AND COUPLINGS:

A. Sleeves:
1. AWWA C110 mechanical joint ductile-iron solid or transition sleeve type:
a. Pipe end space shall not exceed one-third of the sleeve laying length.
b. Interior, exposed, exterior, or buried service as indicated.

B. Couplings:
1. Center sleeve and compression gland-type end ring conforming to AWWA C219.
a. Center sleeve shall be without pipe stop.
2. Split-sleeve type conforming to AWWA C227.
a. Coupling rings shall be steel for steel couplings
3. Couplings for joining steel pipe shall be steel.
4. Couplings for joining direct buried, exposed exterior, vault or pit installations of iron, or PVC pipe up to 12-inch diameter shall be iron. Provide lined and coated steel couplings for larger pipe diameters.
5. Couplings for exposed interior iron or PVC pipe may be steel or iron.
6. Fastener bolts shall be carbon or stainless steel for iron couplings and high-strength, low-alloy steel for steel couplings. Bolts for direct buried coupling installations shall be stainless steel.
7. Center sleeve and end rings conforming to AWWA C219 shall be:
a. Ductile or malleable iron for iron couplings.
b. Steel for steel couplings.
8. Grooved or shouldered couplings conforming to AWWA C606.
a. Shoulders shall be steel
9. Lining and Exterior Coating:
a. Use for all steel couplings intended for direct bury, exposed exterior, vault or pit installations.
b. Completely coat center sleeve and end rings.
c. Two-part epoxy or nylon fuse-coated to a minimum 10 mils thickness.

d. Line interior of all steel couplings intended for exposed-interior installations. Coat exterior with normal shop coating.

C. Flanged Coupling Adapters:
1. Flanged end and body to be one unit conforming to AWWA C219. Coupling end to be compression gland type with follower ring.
2. Adapters for joining direct buried, exposed exterior, vault or pit installations of iron pipe shall be iron.
3. Adapters for joining exposed interior iron pipe may be steel or iron.
4. Flanged end bolt circle, bolt size, and spacing shall conform to the applicable provisions of ANSI B16.1 and shall be drilled Class 125 for iron adapters. Flanges on steel adapters shall be AWWA C207, Class D, drilled ANSI B16.1 Class 125.
5. Bolts and nuts shall be ductile iron for iron adapters and high-strength, low-alloy steel for steel adapters.
6. Anchor studs shall not be used where joint restraint is required. Furnish adapters with tie rod harness assemblies where indicated.
7. Flange adapters for AWWA C606 grooves where indicated or approved by Engineer.
8. Lining and Exterior Coating for Steel Adapters:
   a. Two-part epoxy or nylon fuse-coated to a minimum 10 mils thickness.
   b. Completely coat adapter sleeve and end follower gland plus line interior for adapters intended for exposed exterior, vault or pit installations.
   c. Line interior of all adapters intended for exposed interior installations. Coat exterior with normal shop coating.

D. Expansion Joint Couplings:
1. Furnish single-end or double-end steel pipe expansion joints where indicated.
2. Slip-pipe's exterior section, which is in contact with the packing, is to be hard chrome-plated on a machined surface.
3. Furnish with limit rods where joint restraint is required.
4. Lining and Exterior Coating:
   a. Normal shop exterior coating.
   b. Line slip-pipe with cement mortar.
5. Bolts and limit rods shall be stainless steel.
6. Acceptable manufacturers are as follows:
   a. Dresser Industries, Inc. - Type 1, 2, 3, and 4, Style 63.
   b. Rockwell International Corp. - Type 611 and 612.
   c. Ford Style 811 and 812, Ford Meter Box Company, Inc.
   d. Smith Blair Style 411
   e. Baker Style 200
7. Grooved flexible couplings where indicated or approved by Engineer.
   a. Engineer-approved equal.

E. Anchored Couplings:
1. Furnish where joint restraint required to offset internal pipeline forces.
2. Provide harnessed sleeve couplings and flanged coupling adapters with tie rod harnesses where indicated.
   a. Harnesses shall consist of lugs or clamps welded or otherwise securely fastened to opposite joint elements with tie bolts between opposing lugs. "Dog ear" lugs shall be fabricated as indicated.

b. Design of harnesses for steel pipe shall conform with applicable provisions of AWWA M11.

3. Provide expansion couplings with limit rods.
4. Provide couplings for grooved and shouldered type joints conforming to AWWA C606.
   a. Furnish grooved ends on ductile-iron end pipe.
   b. Furnish grooved or shouldered ends on steel pipe.
5. Mechanical joint retainer glands may be used where joint restraint is required. Retainer glands shall be Megalug manufactured by EBAA Iron, Inc. or approved equal.

F. Insulated Couplings:
1. Couplings shall be insulated to prevent electrical conductivity where indicated.
2. Insulated coupling design shall be otherwise conforming to the standard types and styles specified.

G. Dismantling Joints:
1. Consists of a mechanical joint fitting located between two pipe flanges with restraining rods across the mechanical joint section, providing a restrained system with integral space for removal of adjacent equipment.
2. Shall conform to AWWA C-219.
3. Materials shall be steel.
4. When connected to DIP system, install insulating flange kit.
5. Grooved or Shouldered couplings may be used for dismantling where indicated or approved by Engineer.

2.06 JOINT LOCATIONS FOR CONNECTIONS TO NEW STRUCTURES:

A. All pipe connections to new structures shall have a dual joint flexible connection.
1. Each flexible connection joint shall be equal to or greater in flexibility to a restrained ductile-iron pipe mechanical or push-on joint as applicable for this Project.
2. The first flexible connection joint shall be within 12 inches of the face of the structure.
   a. If the pipe connection allows, the first joint may be less than the minimum 12 inches from the face of the structure, but the required flexibility and restraint shall still be provided.
3. Except where the piping layout does not allow for the required distance, a 3-foot minimum to 4-foot maximum length pipe section shall follow the first joint. Where the piping layout does not allow for the minimum distance, the joints provided shall meet the requirements of this Section and the pipeline length shall be maximized given the pipe material being used.
4. The second flexible connection joint shall then connect to the yard piping.
5. The joint type, coupling type, and restraint system shall be of the types specified within this Section.
6. Except where noted or otherwise specified, all joints shall be restrained.

2.07 GASKETS AND BOLTING MATERIALS:

A. Gaskets shall be certified in accordance with NSF 61 for water service, including raw, partially treated, and finished water, and chemicals applied to water.

B. Provide all gaskets, bolts, lubricant, and other accessories required to install pipe, fittings, and specials complete and ready for service.

C. Gaskets for flanged joints for ductile iron pipe and fittings shall conform to ANSI B16.21, 1/8-inch thick full-face synthetic rubber or American Cast Iron Pipe Company Toruseal 1/8-inch thick full-face. Provide full-face gaskets for all pump and equipment connections.
D. Gaskets for ductile iron flanged pipe and fittings 12 inch and smaller shall have "nominal" inside diameters, not the larger inside diameters per ANSI B16.21.
E. Bolts for flanged joints for ductile iron pipe shall conform to ASTM A307, Grade B. Nut and bolt heads shall be hexagonal.
F. Bolts for flanged joints for steel pipe shall conform to ASTM A193, Grade B7 with ASTM A194 Grade 2H heavy hex nuts or ASTM A563 heavy hex nuts for 1 in and smaller. Washers, when used, shall meet the requirements of ASTM F436.
G. Gaskets for flanged joints for steel pipe and fittings shall conform to AWWA C207, 1/16-inch thick full-face elastomeric. Provide full-face gaskets for all pump and equipment connections.
H. Gaskets and bolts for other than flanged joints shall be as otherwise specified for pipe and pipe joints.

2.08 JOINT BONDING:
A. Joint bonding shall be provided as indicated on the Drawings.
B. Bonding shall be accomplished:
1. With No. 2 insulated, stranded, soft annealed copper wire attached to pipe cylinder by thermic weld.
2. With manufacturer's standard subject to Engineer's approval.

PART 3 - EXECUTION

3.01 INSTALLATION:
A. Specified in Section 33 31 50.

3.02 FIELD TESTING:
A. Specified in Section 33 31 50.

3.03 FIELD PROTECTIVE COATING:
A. Specified in Section 09 90 00.

3.04 SCHEDULES AND DATA SHEETS:
A. See Appendix A for Pipe Schedule for Package 1.
B. See Appendix B for Pipe Schedule for Package 2.
C. See Appendix C for Pipe Schedule for Package 3.
D. See Appendix D for Pipe Schedule for Package 4.
E. See Appendix E for Pipe Schedule for Package 5.

END OF SECTION 33 11 00

Exhibit B

INSURANCE REQUIREMENTS FOR: Pipeline License		
Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the insurance coverage identified below. Licensee must provide a Certificate of Insurance certifying that the insurance limits and coverages, with the appropriate endorsements, all as outlined below are in effect.		
COVERAGE TYPE	>	**MINIMUM COVERAGE**
Commercial General Liability (CGL)	>	**$10,000,000 Per Occurrence**
Must include coverage for blanket contractual liability for the obligations assumed under contract including but not limited to: · Bodily injury and property damage · Fire legal liability · Pollution liability (sudden and accidental) · Emergency evacuation · The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of rail property, if applicable. · Any exclusions related to the explosion, collapse and underground hazards shall be removed. · No other endorsements limiting coverage may be included on the policy with regards to the work being performed under this agreement.		
All Risk Property	>	**Replacement Value**
All risks property insurance covering all of Licensee's property including property in the care, custody or control of Licensee. Coverage shall include the following: · Issued on a replacement cost basis. · Include a standard loss payable endorsement naming Railroad as the loss payee as its interests may appear.		
Automobile Liability	>	**$2,000,000 Combined Single Limit Each Occurrence**
Coverage must extend to all owned, hired, and non-owned vehicles and must include coverage for blanket contractual liability for the obligations assumed under contract. If applicable, Motor Carrier Act Endorsement – Hazardous materials clean up (MCS-90) is required.		
Workers' Compensation	>	**Statutory Limits where Services are to be performed**
Employers Liability	>	**$1,000,000 Each Occurrence**
	>	**$1,000,000 Disease Per Employee**
Must include coverage for Longshoremen's and Harbor Workers' Compensation, if applicable, and coverage for Federal Employers' Liability Act, if applicable.		
Pollution Liability	>	**$10,000,000 Per Occurrence**
The policy shall provide for protection against claims for third-party bodily injury, property damage, environmental damage, and clean-up cost caused by pollution conditions resulting from actions taken under this contract.		
Railroad Protective Liability	>	**$2,000,000 Per Occurrence** **$6,000,000 Aggregate**

**An Umbrella liability policy, which follows form, may be used to obtain the aforementioned limits.

Insurance Requirements continued on following page

Certificate Holder and Endorsement Requirements

1. Railroad shall be listed as Certificate Holder as follows: Watco Companies, L.L.C., and its affiliates, subsidiaries and assigns 315 W. 3rd Street Pittsburg, KS 66762.

2. All aforementioned policies shall contain a blanket waiver of subrogation in favor of Certificate Holder, and an additional insured endorsement naming Certificate Holder as Additional Insured (with the exception of Workers' Compensation and Employer's Liability). All aforementioned policies shall be primary and non-contributory with respect to any insurance carried by Railroad.

3. If any policies are purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years and shall provide evidence of such coverage to Railroad, on an annual basis, during this additional three-year period.

Other Requirements

1. All policies required shall be written by a reputable insurance company reasonably acceptable to Railroad or with a Best's Guide Rating of A- and Class VII or better and authorized to do business in the state(s) in which Licensee is conducting business.

2. Licensee shall notify Railroad in writing at least thirty (30) days prior to any cancellation, non-renewal, and substitution or material alteration to any of the aforementioned policies.

3. Failure to provide evidence as required shall entitle, but not require, Railroad to terminate immediately.

4. Acceptance of a certificate that does not comply with this document shall not operate as a waiver of Licensee's obligations hereunder.

5. Licensee is not allowed to have a self-insure greater than $250,000 without prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other similar financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensee liabilities that would otherwise, in accordance with the provisions of this document, be covered by Licensee's insurance will be covered as if Licensee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

6. If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverage as set forth herein, naming Railroad as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Railroad herein.

7. Failure to provide evidence as required by this section shall entitle, but not require, Railroad to terminate this agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.

8. The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Fire Prevention & Safety Grant

INITIATED BY: Wichita Fire Department

AGENDA: Consent

Recommendation: Approve submission and acceptance of the Fiscal Year 2021 Fire Prevention & Safety Grant Program.

Background: The primary goal of the Fire Prevention & Safety (FP&S) Grant Program of the Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA) is to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, prevention efforts, and research and development.

The mission of the Wichita Fire Department (WFD) is to provide excellent, proactive fire and life safety services through prevention, education, and protection. A practical, robust Public Education Program is vitally important to accomplishing these goals. The National Fire Protection Association (NFPA) 1730 – *Standard on Organization and Deployment of Fire Prevention Inspection and Code Enforcement, Plan Review, Investigation, and Public Education Operations* establishes that personnel assigned to deliver public education programs shall meet Level I job performance requirements in NFPA 1035 regarding a Fire and Life Safety Educator.

Analysis: The WFD Community Risk Reduction Division (CRRD) historically provided more than 500 programs each year. Programs included safety talks, puppet programs, fire extinguisher training, fire drills, static displays at public events, and numerous additional life safety initiatives. The CRRD comprises five Community Risk Reduction Officers (CRRO) and one Captain. Due to COVID-19, the CRRD reprioritized daily tasks and focused on Licensing and Operational Permit Inspections. As a result, the CRRD provided only 65 programs in 2021, an 87% decrease in public education programs.

In an attempt to mitigate aforementioned challenges, the WFD will establish a fire station-based Community Risk Reduction Program. Five WFD personnel that have expressed interest will work within the CRRD for one year to be trained to meet the Level I job performance requirements in NFPA 1035. At the conclusion of the grant period of performance, these individuals will conduct programs and teach each WFD Company Officer to provide robust fire safety education throughout the community. As a result, Operations crews stationed throughout the City will be tasked with facilitating public education programs that meet standards outlined in NFPA 1730.

The WFD recommends applying for the FP&S Grant to provide for salary and benefits associated with training five Operations personnel to conduct effective Community Risk Reduction Programs throughout the community. Grant funding is available to cover training, wages, and benefits associated with personnel currently employed by the WFD, both within the CRRD and Fire Operations. If successful, FP&S funds will be utilized by funding employee positions currently included in the WFD Operational and CRRD Budget. No additional positions will be created within the WFD.

Financial Considerations: The FY2021 FP&S Program requires a 5% local match. The FY 2021 FP&S submission is for $566,704, with $539,718 in federal funding and $26,985 in local match. During the upcoming budget process, staff will re-evaluate budget line items and make adjustments to the 2022 Revised Budget as necessary to fund the budgeted grant match. Grant funding will be utilized to compensate positions currently included in the WFD 2022 adopted budget.

Legal Considerations: The Law Department has approved the FY2021 FP&S submission as to form.

Recommendations/Actions: It is recommended that the City Council approve the submission and acceptance of the Fiscal Year 2021 Fire Prevention & Safety Program to fund personnel expenses.

Attachment(s): 2021 Fire Prevention and Safety Grant Notice of Funding Opportunity (NOFO)

The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
Fiscal Year 2021 Fire Prevention and Safety (FP&S) Grant Program

NOTE: If you are going to apply for this funding opportunity and have not obtained an Employer Identification Number (EIN), a Data Universal Numbering System (DUNS) number, are not currently registered in the System for Award Management (SAM), or your SAM registration is not active, please take immediate action to obtain an EIN and DUNS Number, if applicable, and then register immediately in SAM or, if applicable, renew your SAM registration. It may take four weeks or more after you submit your SAM registration before your registration is active in SAM. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: http://www.grants.gov/web/grants/register.html. Detailed information regarding DUNS, EIN, and SAM is also provided in Section D of this NOFO under the subsection titled "How to Register to Apply." Detailed information regarding the time required for each registration is also provided in Section D of this NOFO under the subsection titled "Other Key Dates."

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A. Program Description

1. Issued By
U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA)/Grant Programs Directorate (GPD)

2. Assistance Listings Number
97.044

3. Assistance Listings Title
Assistance to Firefighters Grant (AFG)

4. Funding Opportunity Title
Fiscal Year 2021 Fire Prevention and Safety (FP&S) Grant

5. Funding Opportunity Number
DHS-21-GPD-044-00-97

6. Authorizing Authority for Program
Section 33 of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. No. 93-498, as amended (15 U.S.C § 2229); and Section 4013 of the *American Rescue Plan Act of 2021,* Pub. L. No. 117-2

7. Appropriation Authority for Program
Department of Homeland Security Appropriations Act, 2021, Pub. L. No. 116-260; and *American Rescue Plan Act of 2021,* Pub. L. No. 117-2

8. Announcement Type
Initial

9. Program Category
Preparedness: Fire and Life Safety

10. Program Overview, Objectives, and Priorities

a. Overview

The Fiscal Year (FY) 2021 Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides financial assistance directly to eligible fire departments, national, regional, state, local, tribal and non-profit organizations such as academic (e.g., universities), public health, occupational health, and injury prevention institutions for fire prevention programs and supporting firefighter health and safety research and development such as clinical studies that address behavioral, social science, and cultural research. Examples of research and development grants that have been funded under this program can be found at Fire Prevention and Safety | FEMA.gov.

The FP&S Program has awarded approximately $770 million in grant funding to provide critically needed resources to strengthen community fire prevention programs and enable scientific research on innovations that improve firefighter safety, health, and wellness.

The FP&S Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the DHS Strategic Plan the FP&S Program supports the goal to Strengthen National Preparedness and Resilience. In awarding grants, the FEMA Administrator is required to consider:

- The findings and recommendations of the Technical Evaluation Panel;
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire-related and other hazards; and
- The extent of an applicant's need for an FP&S Program grant and the need to protect the United States as a whole.

The 2018-2022 FEMA Strategic Plan creates a shared vision for the field of emergency management and sets an ambitious, yet achievable, path forward to unify and further professionalize emergency management across the country. The FP&S Program supports the goal of Readying the Nation for Catastrophic Disasters. We invite all of our stakeholders and partners to also adopt these priorities and join us in building a stronger Agency and a more prepared and resilient nation.

b. Objectives

The objectives of the FP&S Program are to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, prevention efforts, and research and development.

c. Priorities

Information on program priorities and objectives for the FY 2021 FP&S Program can be found in Appendix B – Programmatic Information and Priorities of this NOFO.

11. Performance Measures

The grant recipient is required to collect data to allow FEMA to measure performance of the awarded grant in support of the FP&S Program metrics, which are tied to the programmatic objectives and priorities. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient must submit sufficient information to demonstrate it has met the performance goal as stated in its award. FEMA will measure the recipient's performance of the grant by comparing the number of items, supplies, projects, and activities needed and requested in its application with the number of items, supplies, projects, and activities acquired and delivered by the end of the period of performance using the following programmatic metrics:

a. *FP&S Activity*

- Community Risk Reduction:
    1. Decrease in fire incidents per 1,000 residents in target population
    2. Decrease in fire deaths per 1,000 residents in target population

3. Percent of whole community population trained
4. Percent of target population trained
5. Local number of lives saved

- Code Enforcement/Awareness:
  1. Decrease in percentage of total fire losses occurring in inspectable occupancies
  2. Decrease in structural fires per 1,000 residents of inspectable occupancies
  3. Decrease in fire deaths per 1,000 residents of inspectable occupancies
  4. Decrease in inspectable property structure fires with at least $25,000 in loss
- Fire and Arson Investigation:
  1. Increase in percentage of fires where cause is determined
  2. Increase in arson arrest and conviction rates
- National/State/Regional Programs and Projects:
  1. Number of firefighters trained

b. ***Research and Development (R&D) Activity (All Categories)***

1. Number of Training Academies adopting training materials developed through FP&S Program Research (breakout by Career and Volunteer)
2. Number of firefighters trained with materials developed through FP&S Program Research (breakout by Career and Volunteer)
3. Industry standards influenced, changed, or added through FP&S Program Research

B. Federal Award Information

1. Available Funding for this NOFO**:** **$46 million**[1]

2. Projected Number of Awards: **150**

3. Period of Performance: **12-36 months**

- **FP&S Activity:** The period of performance for projects funded under the FP&S Activity is generally 12 months. Eligible applicants who propose complex projects, such as those under the National/Regional/State Programs and Projects category, may apply for up to a 24-month period of performance from the date of award.
- **R&D Activity:** The period of performance for projects proposed under the R&D Activity will be 12, 24, or 36 months from the date of award.

Extensions to the period of performance are allowed. For additional information on period of performance extensions, please refer to Section H of this NOFO.

FEMA awards only include one budget period, so it will be same as the period of performance. See 2 C.F.R. § 200.1 for definitions of "budget period" and "period of performance."

[1] Note that this figure differs from the total amount appropriated under the *Department of Homeland Security Appropriations Act, 2021,* Pub. L. No. 116-260. In this FY 2021 FP&S Program NOFO, percentages of "*available grant funds*" refers to the total amount appropriated—$360,000,000—by Pub. L. No. 116-260 to meet the statutory requirements of § 33 of the *Federal Fire Prevention and Control Act of 1974*, as amended (codified at 15 U.S.C. § 2229). As such, $46,000,000 will be allocated to the FP&S Program for FY 2021. Additionally, the total available funding amount includes an additional $10,000,000 appropriated by the *American Rescue Plan Act of 2021, Pub. L. 117-2*.

4. Projected Period of Performance Start Date(s): **July 1, 2022** (will vary based on award date and activity type)

5. Projected Period of Performance End Date(s): **June 30, 2023 – June 30, 2025** (will vary based on award date and activity type)

6. Funding Instrument Type: **Grant**

C. Eligibility Information

1. Eligible Applicants

a. FP&S Activity

Fire departments operating in any of the 50 states, as well as fire departments in the District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, the Commonwealth of Puerto Rico,[2] or any federally recognized Indian tribe or tribal organization. A fire department is an agency or organization having a formally recognized arrangement with a state, local, tribal, or territorial authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression to a population within a geographically fixed primary first due response area. National, regional, state, local, tribal and nonprofit interest organizations that are recognized for their experience and expertise in fire prevention and safety programs and activities are eligible applicants.

b. R&D Activity

National, state, local, federally recognized tribal, and non-profit organizations, such as academic (e.g., universities), public health, occupational health, and injury prevention institutions.

Additional information on ineligible applications and organizations is in Appendix B – Programmatic Information and Priorities of this NOFO.

An application submitted by an otherwise eligible non-federal entity (i.e., the applicant) may be deemed ineligible when the person that submitted the application is not: ***1) a current employee, personnel, official, staff or leadership of the non-federal entity; and 2) duly authorized to apply for an award on behalf of the non-federal entity at the time of application.***

Further, the Authorized Organization Representative (AOR) must be a duly authorized current employee, personnel, official, staff or leadership of the recipient and ***provide an email address unique to the recipient at the time of application and upon any change in assignment during the period of performance. Consultants or contractors of the recipient are not permitted to be the AOR of the recipient.***

2. Applicant Eligibility Criteria

[2] The District of Columbia, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of Puerto Rico are all defined as "States" in the Federal Fire Prevention and Control Act of 1974. See 15 U.S.C. § 2203(10).

a. ***FP&S Activity***

The FP&S Activity is designed to reach high-risk target groups and mitigate the incidence of death and injuries caused by fire and fire-related hazards. The five project categories eligible for funding under this activity are:

1. Community Risk Reduction;
2. Wildfire Risk Reduction;
3. Code Enforcement/Awareness;
4. Fire & Arson Investigation; and,
5. National/State/Regional Programs and Projects.

Both private and public nonprofit organizations are eligible to apply for funding under this activity.

b. R&D Activity

The R&D Activity is aimed at improving firefighter safety, health, or well-being through research and development that reduces firefighter fatalities and injuries. The five project categories eligible for funding under this activity are:

1. Clinical Studies;
2. Technology and Product Development;
3. Database System Development;
4. Preliminary Studies; and,
5. Early Career Investigator.

Both private and public non-profit organizations are eligible to apply for funding in this activity. Fire departments are not eligible to apply for funding in this Activity.

Each activity has its own application and eligibility requirements, as further outlined in Appendix B – Programmatic Information and Priorities of this NOFO.

3. Other Eligibility Criteria

a. National Fire Incident Reporting System (NFIRS)

NFIRS reporting is not a requirement to apply for any FP&S Program; however, fire departments that receive funding under this program must agree to provide information to the NFIRS for the period of performance covered by the assistance. If a recipient does not currently participate in the incident reporting system and does not have the capacity to report at the time of the award, that recipient must agree to provide information to the system for the award performance period, commencing as soon as possible after they develop the capacity to report. Capacity to report to NFIRS must be established prior to the end of the performance period. The recipient may be asked by FEMA to provide proof of compliance in reporting to NFIRS. Any recipient that stops reporting to NFIRS during their grant's period of performance may be subject to the remedies for noncompliance at 2 C.F.R. § 200.339, unless it has yet to develop the capacity to report to NFIRS, as described above.

Note: Although data collection is an important tool for understanding and justifying

assistance, participation in other data sources, (e.g., National Fire Operations Reporting System [NFORS]) does not satisfy the requirement for reporting to NFIRS.

b. National Incident Management System (NIMS) Implementation

FP&S Program applicants are not required to comply with NIMS to apply for FP&S Program funding or to receive an FP&S Program award. Any applicant who receives a FY 2021 FP&S Program award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government) prior to the end of the grant's period of performance.

4. Maintenance of Effort (MOE)

Pursuant to 15 U.S.C. § 2229(k)(3), an applicant seeking an FP&S Program grant shall agree to maintain, during the term of the grant, the applicant's aggregate expenditures relating to activities allowable under this NOFO, at not less than 80% of the average amount of such expenditures in the two fiscal years prior to the fiscal year an FP&S Program grant is awarded.

In other words, an applicant agrees that if it receives a grant award, the applicant will keep its overall expenditures during the award's period of performance (including those funded with non-federal funding) for activities that could be allowable costs under this NOFO at a level that is at least 80 percent or more of the average of what the applicant spent on such costs for those activities in FYs 2019 and 2020.

5. Cost Share or Match

Recipient cost sharing is generally required as described below and pursuant to 15 U.S.C.§ 2229(k)(1). In general, eligible applicants shall agree to make available non-federal funds to carry out an FP&S Program award in an amount equal to not less than 5 percent of the grant award.

FEMA has developed a cost share calculator tool in order to assist applicants with determining their cost share. The cost share tool is available at https://www.fema.gov/grants/preparedness/firefighters/safety-awards/documents.

Types of Cost Share

i. **Cash (Hard Match)**: Cost share of non-federal cash is allowable for FP&S Program grants.

ii. **In-kind (Soft Match)**: In-kind cost share is allowable for FP&S Program grants. This includes using the values for the following in-kind contributions to meet the cost share requirement:

- Complementary activities (such as providing additional smoke alarms for installation or education materials for public education); and
- Provision of staff, facilities, services, materials, or equipment.

In-kind is the value of something received or provided that does not have a cost associated with it. For example, where an in-kind match is permitted, then the value of donated services could be used to comply with the match requirement. Also, third

party in-kind contributions may count toward satisfying match requirements, provided the recipient receiving the contributions expends them as allowable costs in compliance with provisions listed above.

Recipients who use in-kind contributions for their five percent cost share must comply with all applicable regulations and 2 C.F.R. Part 200 regarding matching or cost-sharing. Applicants who are under consideration for award and plan to use in-kind as their method for cost sharing will be asked to submit their plan for documenting and verifying in-kind contributions prior to award. Please see 2 C.F.R. § 200.306, as applicable, for further guidance regarding cost matching.

The award budget will not account for any voluntary committed cost sharing or overmatch. The use of an overmatch is not given additional consideration when scoring applicants.

6. Economic Hardship Waivers

The FEMA Administrator may waive or reduce recipient cost share or MOE requirements in cases of demonstrated economic hardship. Please see Appendix C – Award Administration Information for additional information.

D. Application and Submission Information

1. Key Dates and Times

a. ***Application Start Date:*** **January 18, 2022 at 8 a.m. ET**

b. ***Application Submission Deadline:*** **February 18, 2022 at 5 p.m. ET**

All applications **must** be received by the established deadline.

FEMA's Grants Outcomes System (FEMA GO) automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission. For additional information on how an applicant will be notified of application receipt, see the subsection titled "Timely Receipt Requirements and Proof of Timely Submission" in Section D of this NOFO.

FEMA will not review applications that are received after the deadline or consider these late applications for funding. FEMA may, however, extend the application deadline on request for any applicant who can demonstrate that good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, other exigent or emergency circumstances, or statutory requirements for FEMA to make an award.

Applicants experiencing technical problems outside of their control must notify FEMA as soon as possible and before the application deadline. Failure to timely notify FEMA of

the issue that prevented the timely filing of the application may preclude consideration of the award. "Timely notification" of FEMA means the following: prior to the application deadline and within 48 hours after the applicant became aware of the issue.

A list of FEMA contacts can be found in Section G of this NOFO, "DHS Awarding Agency Contact Information." For technical assistance with the FEMA GO system, please contact the FEMA GO Help Desk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET. For programmatic or grants management questions, please contact your Preparedness Officer or Grants Management Specialist. If applicants do not know who to contact or if there are programmatic questions or concerns, please contact the FP&S Program Help Desk by phone at (866) 274-0960 or by e-mail at FireGrants@fema.dhs.gov, Monday through Friday, 8 a.m. – 4:30 p.m. ET.

c. ***Anticipated Funding Selection Date:*** No later than June 30, 2022

d. ***Anticipated Award Date:*** Beginning on approximately June 30, 2022 and continuing thereafter until all FY 2021 FP&S Program grant awards are issued but no later than September 30, 2022.

e. Other Key Dates

Event	Suggested Deadline for Completion
Obtaining DUNS Number	Four weeks before actual submission deadline
Obtaining a valid EIN	Four weeks before actual submission deadline
Creating an account with login.gov	Four weeks before actual submission deadline
Registering in SAM or Updating SAM registration	Four weeks before actual submission deadline
Registering Organization in FEMA Grants Outcomes (FEMA GO) System	Prior to beginning application
Submitting complete application in FEMA GO	One week before actual submission deadline

2. Agreeing to Terms and Conditions of the Award
By submitting an application, applicants agree to comply with the requirements of this NOFO and the terms and conditions of the award, should they receive an award.

3. Address to Request Application Package
Applications are processed through the FEMA GO system. To access the system, go to https://go.fema.gov/.

Hard copies of this NOFO can be downloaded at Grants.gov or obtained via email from the Awarding Office points of contact listed in Section G of this NOFO, "DHS Awarding Agency Contact Information" or by TTY (800) 462-7585.

4. Steps Required to Obtain a Unique Entity Identifier, Register in the System for Award Management (SAM), and Submit an Application

Applying for an award under this program is a multi-step process and requires time to complete. Applicants are encouraged to register early as the registration process can take four weeks or more to complete. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

Please review the table above for estimated deadlines to complete each of the steps listed. Failure of an applicant to comply with any of the required steps before the deadline for submitting an application may disqualify that application from funding.

To apply for an award under this program, all applicants must:

a. Apply for, update, or verify their Data Universal Numbering System (DUNS) number from Dun & Bradstreet and Employer Identification Number (EIN) from the Internal Revenue Service;
b. In the application, provide a valid DUNS number, which is currently the unique entity identifier;
c. Have an account with login.gov;
d. Register for, update, or verify their SAM account and ensure the account is active before submitting the application;
e. Register in FEMA GO, add the organization to the system, and establish the Authorized Organizational Representative (AOR). The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/sites/default/files/2020-07/fema-go_user-registration-login_reference-guide.pdf;
f. Submit the complete application in FEMA GO; and
g. Continue to maintain an active SAM registration with current information at all times during which it has an active federal award or an application or plan under consideration by a federal awarding agency. As part of this, applicants must also provide information on an applicant's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded federal contracts or federal financial assistance within the last three years, if applicable.

Applicants are advised that FEMA may not make a federal award until the applicant has complied with all applicable DUNS and SAM requirements. Therefore, an applicant's SAM registration must be active not only at the time of application, but also during the application review period and when FEMA is ready to make a federal award. Further, as noted above, an applicant's or recipient's SAM registration must remain active for the duration of an active federal award. If an applicant's SAM registration is expired at the time of application, expires during application review, or expires any other time before award, FEMA may determine that the applicant is not qualified to receive a federal award and use that determination as a basis for making a federal award to another applicant.

Per 2 C.F.R. § 25.110(c)(2)(ii), if an applicant is experiencing exigent circumstances that prevents it from receiving a DUNS number and completing SAM registration prior to receiving a federal award, the applicant must notify FEMA as soon as possible by contacting AskCSID@fema.dhs.gov and providing the details of the circumstances that prevent completion of these requirements. If FEMA determines that there are exigent circumstances and FEMA has decided to make an award, the applicant will be required to obtain a DUNS number and complete SAM registration within 30 calendar days of the federal award date.

5. Electronic Delivery

DHS is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. DHS encourages or requires applicants to submit their applications online through Grants.gov, depending on the funding opportunity.

For this funding opportunity, FEMA requires applicants to submit applications through FEMA GO.

6. How to Register to Apply

a. General Instructions:

Registering and applying for an award under this program is a multi-step process and requires time to complete. Read the instructions below about registering to apply for FEMA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to four weeks to complete. To ensure an application meets the deadline, applicants are advised to start the required steps well in advance of their submission.

Organizations must have a Data Universal Numbering System (DUNS) Number, Employer Identification Number (EIN), and an active System for Award Management (SAM) registration.

b. Obtain a DUNS Number:

All entities applying for funding, including renewal funding, must have a DUNS number from Dun & Bradstreet (D&B). Applicants must enter the DUNS number in the data entry field labeled "Organizational DUNS" on the SF-424 form.

For more detailed instructions for obtaining a DUNS number, refer to: https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html.

Note: At some point, the DUNS Number will be replaced by a “new, non-proprietary identifier” requested in, and assigned by, SAM.gov. This new identifier is being called the

Unique Entity Identifier (UEI), or the Entity ID. Grants.gov has begun preparing for this transition by educating users about the upcoming changes and updating field labels and references to the DUNS Number (the current identifier) within the Grants.gov system. Users should continue using the DUNS Number in UEI fields until further notice. To learn more about SAM's rollout of the UEI, please visit https://gsa.gov/entityid.

c. Obtain Employer Identification Number:

In addition to having a DUNS number, all entities applying for funding must provide an Employer Identification Number (EIN). The EIN can be obtained from the IRS by visiting https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online.

d. Create a login.gov account:

Applicants must have a login.gov account in order to register with SAM or update their SAM registration. Applicants can create a login.gov account here: https://secure.login.gov/sign_up/enter_email?request_id=34f19fa8-14a2-438c-8323-a62b99571fd.

Applicants only have to create a login.gov account once. For applicants that are existing SAM users, use the same email address for the login.gov account as with SAM.gov so that the two accounts can be linked.

For more information on the login.gov requirements for SAM registration, refer to https://www.sam.gov/SAM/pages/public/loginFAQ.jsf.

e. Register with SAM:

In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to https://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html.

Note: As a new requirement per 2 C.F.R. § 25.200, applicants must also provide the applicant's immediate and highest-level owner, subsidiaries, and predecessors that have been awarded federal contracts or federal financial assistance within the past three years, if applicable.

I. ADDITIONAL SAM REMINDERS

Existing SAM.gov account holders should check their account to make sure it is "ACTIVE." SAM registration should be completed at the very beginning of the application period and should be renewed annually to avoid being "INACTIVE." **Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may be four weeks or more after an applicant submits the SAM**

registration before the registration is active in SAM, and then it may be an additional 24 hours before FEMA's system recognizes the information.

It is imperative that the information applicants provide is correct and current. Please ensure that your organization's name, address, DUNS number, and Employer Identification Number, or EIN, are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all other FEMA awards. Payment under any FEMA award is contingent on the recipient's having a current SAM registration.

II. HELP WITH SAM

The SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at https://www.fsd.gov/fsd-gov/home.do or call toll free (866) 606-8220 Monday - Friday 8 a.m. to 8 p.m. ET.

f. Register in FEMA GO, Add the Organization to the System, and Establish the AOR:

Applicants must register in FEMA GO and add their organization to the system. The organization's electronic business point of contact (EBiz POC) from the SAM registration may need to be involved in this step. For step-by-step instructions, see https://www.fema.gov/media-library/assets/documents/181607.

Note: FEMA GO will support only the most recent major release of the following browsers:

- Google Chrome
- Internet Explorer
- Mozilla Firefox
- Apple Safari
- Microsoft Edge

Users who attempt to use tablet type devices or other browsers may encounter issues with using FEMA GO.

Applicants will be prompted to submit the standard application information and any program-specific information required as described in Section D of this NOFO, "Content and Form of Application Submission." The Standard Forms (SF) may be accessed in the Forms tab under the SF-424 family on Grants.gov. Applicants should review these forms before applying to ensure they have all the information required.

After submitting the final application, FEMA GO will provide either an error message or a successfully received transmission in the form of an email sent to the AOR that submitted the application. Applicants using slow internet connections, such as dial-up connections, should be aware that transmission can take some time before FEMA GO receives your application.

For additional application submission requirements, including program-specific requirements, please refer to the subsection titled "Content and Form of Application Submission" under Section D of this NOFO.

7. Timely Receipt Requirements and Proof of Timely Submission

All applications must be completed in FEMA GO by the application deadline. FEMA GO automatically records proof of timely submission and the system generates an electronic date/time stamp when FEMA GO successfully receives the application. The individual with the Authorized Organization Representative (AOR) role that submitted the application will also receive the official date/time stamp and a FEMA GO tracking number in an email serving as proof of their timely submission on the date and time that FEMA GO received the application.

Applicants who experience system-related issues will be addressed until 3:00 PM ET on the date applications are due. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

Applicants using unreliable internet connections, such as dial-up connections, should be aware that submission can take some time before FEMA GO receives your application. FEMA GO will display red validation errors if areas that need additional information in order to submit the application. Once your application is successfully submitted your application status will change from "pending submission" to "submitted to FEMA". The FEMA GO Support Center reports that some applicants end the submission because they think that nothing is occurring during the submission process. Do **not** do this as it may cause your application to fail to be submitted and consequently not be considered for funding. Please give the system time to process the application.

8. Content and Form of Application Submission

a. ***Standard Required Application Forms and Information***

The following forms or information are required to be submitted via FEMA GO. The Standard Forms (SF) are also available at https://www.grants.gov/web/grants/forms/sf-424-family.html.

- **SF-424, Application for Federal Assistance**
- **Grants.gov Lobbying Form, Certification Regarding Lobbying**
- **SF-424A, Budget Information (Non-Construction)**
- **SF-424B, Standard Assurances (Non-Construction)**
- **SF-LLL, Disclosure of Lobbying Activities**
- **Indirect Cost Agreement or Proposal** if the budget includes indirect costs and the applicant is required to have an indirect cost rate agreement or proposal. If the applicant does not have or is not required to have an indirect cost rate agreement or proposal, please see Section D of this NOFO, "Funding Restrictions and Allowable Costs," for further information regarding allowability of indirect costs and whether alternatives to an indirect cost rate agreement or proposal might be available, or contact the relevant FEMA staff identified in Section G of this NOFO, "DHS Awarding Agency Contact Information" for further instructions.

b. ***Program-Specific Required Forms and Information***
For program-specific required and optional forms and information, please see the Appendices to this NOFO.

9. Funding Restrictions and Allowable Costs
All costs charged to awards covered by this NOFO must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in this NOFO, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in this NOFO, the terms and condition of an award, or other program materials, costs charged to awards covered by this NOFO must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award.

Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, requirements in this NOFO as well as with the terms and conditions of the award. If FEMA staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, grant recipients and subrecipients may only use federal funds or funds applied to a cost share for the purposes set forth in this NOFO and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

Grant funds may not be used for matching funds for other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the federal government or any other government entity.

Additionally, federal employees are prohibited from serving in any capacity (paid or unpaid) on the development of any proposal submitted under this program.

In addition to the subsections below, please see Appendix B – Programmatic Information and Priorities, Section d. Restrictions on Use of Award Funds for additional information on funding restrictions and allowable costs.

a. ***Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services***

Recipients and subrecipients of FEMA federal financial assistance are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY 2019 NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200. 327200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to FEMA recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Additional guidance is available at Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim) FEMA Policy #405-143-1.

Effective August 13, 2020, FEMA recipients and subrecipients **may not** use any FEMA funds under open or new awards to:

(1) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(2) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or

(3) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

I. REPLACEMENT EQUIPMENT AND SERVICES

FEMA grant funding may be permitted to procure replacement equipment and services impacted by this prohibition, provided the costs are otherwise consistent with the requirements of this NOFO.

II. DEFINITIONS

Per section 889(f)(2)-(3) of the FY 2019 NDAA and 2 C.F.R. § 200.216, covered telecommunications equipment or services means:

i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
ii. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision

Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

iii. Telecommunications or video surveillance services provided by such entities or using such equipment; or

iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the People's Republic of China.

Examples of the types of products covered by this prohibition include phones, internet, video surveillance, and cloud servers when produced, provided, or used by the entities listed in the definition of "covered telecommunications equipment or services." See 2 C.F.R. § 200.471.

b. ***Pre-Award Costs***

Only costs incurred or obligated during the period of performance are allowable. Fees for grant writers are considered an exception and may be included as a pre-award expenditure. See Appendix C – Award Administration Information for further information regarding grant writer fees and the "Additional Information" section of this NOFO for general procurement under grants requirements. The pre-award cost must meet the requirements of 2 C.F.R. § 200.458, which provides that the costs must be necessary for efficient and timely performance of the grant's scope of work. The costs must also be incurred after the date of the Federal award and only with the written approval of the Federal awarding agency.

Note: FEMA reserves the right to re-evaluate and disallow pre-award costs at time of award monitoring if it is later determined that the services were not properly procured or do not satisfy the requirements of 2 C.F.R. § 200.458.

c. ***Management and Administration (M&A) Costs***

M&A activities are those directly related to the management and administration of the FP&S award funds, such as financial management and monitoring. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification or adequate documentation, will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. No more than 3% of the federal share of FP&S Program funds awarded may be expended by the recipient for M&A for purposes associated with the FP&S Program award.

d. ***Indirect Facilities & Administrative (F&A) Costs***

Indirect costs are allowable under this program as described in 2 C.F.R. Part 200, including 2 C.F.R. § 200.414. Applicants with a current negotiated indirect cost rate agreement that desire to charge indirect costs to an award must provide a copy of their negotiated indirect cost rate agreement at the time of application. Not all applicants are required to have a current negotiated indirect cost rate agreement. Applicants that are not required by 2 C.F.R. Part 200 to have a negotiated indirect cost rate agreement but are required by 2 C.F.R. Part

200 to develop an indirect cost rate proposal must provide a copy of their proposal at the time of application. Applicants who do not have a current negotiated indirect cost rate agreement (including a provisional rate) and wish to charge the de minimis rate must reach out to the FEMA Preparedness Officer for further instructions. Applicants who wish to use a cost allocation plan in lieu of an indirect cost rate must also reach out to FEMA Preparedness Officer for further instructions. Post-award requests to charge indirect costs will be considered on a case-by-case basis and based upon the submission of an agreement or proposal as discussed above or based upon on the de minimis rate or cost allocation plan, as applicable.

e. ***Other Direct Costs***

- ***Award Limits***
  The total amount of funding a recipient may receive under an FP&S Program award is limited to a maximum federal share of $1.5 million set by § 33(d)(2) of the *Federal Fire Prevention and Control Act of 1974*, Pub. L. 93-498, as amended (15 U.S.C. § 2229(d)(2)).

  FP&S Program R&D applicants applying under the Early Career Investigator category are limited to a maximum federal share of $200,000 per project year.

- ***Construction***
  Construction costs are **not eligible** under the FP&S Program. Construction includes major alterations to a building that changes the profile or footprint of the structure. Modifications to facilities activities described in Appendix B – Programmatic Information and Priorities, Section e. Funding Priorities are not considered construction costs for purposes of general award cost categorization and may be eligible. However, modifications to facilities activities might be considered "construction" for purposes of applicable procurement under grants requirements or environmental protection and historic preservation purposes.

E. Application Review Information

1. Application Evaluation Criteria

a. ***Programmatic Criteria***

Funding priorities and programmatic criteria for evaluating FP&S Program applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the FP&S Program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants.

The **nine major fire service organizations** represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals

- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

FEMA will rank all complete submitted applications based on how well they respond to the evaluation criteria. Answers to the application's activity specific questions provide information used to determine each application's ranking.

b. ***Financial Integrity Criteria***

Prior to making a federal award, FEMA is required by 31 U.S.C. § 3354, as amended by the Payment Integrity Information Act of 2019, Pub. L. No. 116-117 (2020); 41 U.S.C. § 2313; and 2 C.F.R. § 200.206 to review information available through any Office of Management and Budget (OMB)-designated repositories of governmentwide eligibility qualification or financial integrity information, including whether the applicant is suspended or debarred. FEMA may also pose additional questions to the applicant to aid in conducting the pre-award risk review. Therefore, application evaluation criteria may include the following risk-based considerations of the applicant:

i. Financial stability.
ii. Quality of management systems and ability to meet management standards.
iii. History of performance in managing federal award.
iv. Reports and findings from audits.
v. Ability to effectively implement statutory, regulatory, or other requirements.

c. ***Supplemental Financial Integrity Criteria and Review***

Prior to making a federal award where the anticipated total federal share will be greater than the simplified acquisition threshold, currently $250,000:

i. FEMA is required to review and consider any information about the applicant, including information on the applicant's immediate and highest-level owner, subsidiaries, and predecessors, if applicable, that is in the designated integrity and performance system accessible through the System for Award Management (SAM), which is currently the Federal Awardee Performance and Integrity Information System (FAPIIS).
ii. An applicant, at its option, may review information in FAPIIS and comment on any information about itself that a federal awarding agency previously entered.
iii. FEMA will consider any comments by the applicant, in addition to the other information in FAPIIS, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 C.F.R. § 200.206.

2. Review and Selection Process

FP&S Program applications will be scored competitively by no less than three members of a Peer Review Panel. Applications with the highest score rankings per activity will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, costs/quantities, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed.

a. ***Peer Review Panel Process***

FP&S Activity Projects

All applications will be evaluated through the Peer Review Panel process. A panel of peer reviewers is comprised of fire service representatives recommended by the CDP. Peer reviewers will assess the merits of each project within the application based on the narrative statement on the requested activity. The evaluation elements listed in the "Narrative Evaluation Criteria" below will be used to calculate the narrative's score for each activity requested. Panelists will independently score each requested activity within the application, discuss the merits and/or shortcomings of the application with his or her peers, and document the findings. A consensus is not required.

R&D Activity Projects

The Peer Review Panel process is composed of a Fire Service Panel Review and a Science Panel Review.

Fire Service Panel Review

All eligible project applications will first be reviewed and scored by a panel of fire service experts to assess the need for the research results and the likelihood that the results would be implemented by the fire service in the United States. The projects that are determined most likely to be implemented to enable improvement in firefighter safety, health, or well-being will be deemed to be in the "competitive range" and will be forwarded to the second level of project review, which is the scientific panel review process. A consensus is not required.

Science Panel Review

This panel will be comprised of scientists and technology experts who have expertise pertaining to the subject matter of the proposal. Scientific reviewers will independently score projects in the competitive range and, if necessary, discuss the merits or shortcomings of the project in order to reconcile any major discrepancies identified by fellow reviewers. A consensus is not required.

b. ***Technical Evaluation Process (TEP)***

The highest scoring project(s) in each application, for both activities, will be considered within the fundable range. Projects that are in the fundable range will undergo a Technical Review by the FEMA Program Office prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award. Additionally,

FEMA will review whether the project duplicates other federally funded research or prevention activities in order to avoid duplication.

Once the TEP is complete, each project's final score will be determined, and a final ranking of projects will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B - Programmatic Information and Priorities of this NOFO.

3. Narrative Evaluation Criteria

The application's Narrative Statements must provide specific details about the activity for which the applicant seeks funding, including budget details. The weighted evaluation criteria used by the peer reviewers in the determination of the grant award, as described below, make up the elements of the narrative statement score. FEMA conducts reviews of a random sampling of applications to compare them for **duplication including the narrative statements and statistical data**. Therefore, all elements of the narrative statements must be specific and unique to the applying entity, and **all statistical data must be accurate**. Applications with narrative statements that have substantial duplication of statements, sentences, or paragraphs to other submitted applications, **and/or inaccurate data** that may mislead reviewers, may be disqualified. Discovery of falsification, fabrication, or plagiarism of other grant proposals will disqualify the application(s).

Note: FEMA evaluates each application on its merit, veracity, and accuracy to ascertain how the narrative statement(s) outlined within the application depicts the applicant's and their community's uniqueness, their particular risks, and how selecting them over a similarly situated applicant advances the objectives of the FP&S to provide critically needed resources to carry out fire prevention education and training, fire code enforcement, fire/arson investigation, firefighter safety and health programming, prevention efforts, and research and development. At any time during application review process, including the technical review stage, FEMA may request additional documentation from applicants, including but not limited to:

- Copies of official or certified documents demonstrating the claimed financial need;
- Copies of the applicant's needs assessment report, survey, or any documented other efforts undertaken to identify the applicant's unique project objectives;
- Copies of the risk analysis conducted to ascertain how said project will address the applicant's unique needs in alignment with their mission and FP&S grant purpose;
- Additional information or evidence detailing the applicant's particular risks; and
- Any other information deemed necessary to adequately weigh the applicant's assistance request for funding under this discretionary-competitive grant program. No applicant is guaranteed funding.

The Narrative Statement blocks do not allow for formatting. Do not type the Narrative Statements using only capital letters. Additionally, do not include tables, special characters or fonts (e.g., quotation marks, bullets), or graphs. Space for the Narrative Statements is limited. While each element must have a minimum of 200 characters, the maximum number of characters varies based on the questions being asked.

Fire Departments and Interest Organizations are assigned differing weights for each scored element. Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity.

a. ***FP&S Activity***

i. Financial Need (Fire Departments-10%; Interest Organizations-0%)
Applicants must describe with particularity their unique financial need in the Applicant Information section of the application and detail how consistent it is with their need for financial assistance to carry out the proposed project(s). Applicants may include other unsuccessful attempts to acquire financial assistance. Applicants should provide detail about the applicant's operating budget, including a high-level breakdown of the budget, the applicant's inability to address financial needs without federal assistance, and other actions the applicant has taken to meet their needs (e.g., state assistance programs or other grant programs).

While interest organizations do not receive points for their financial need, this information is necessary to holistically evaluate and understand the applicant's financial need in comparison to similarly situated applicants.

ii. Commitment to Mitigation (Fire Departments only-5%)
Fire department applicants that can demonstrate their commitment and proactive posture to reducing fire risk will receive higher consideration. Applicants must explain their code adoption and enforcement (to include Wildland Urban Interface [WUI] and commercial/residential sprinkler code adoption and enforcement) and mitigation strategies (including whether or not the jurisdiction has a FEMA-approved mitigation strategy). Applicants can also demonstrate their commitment to reducing fire risk by applying to implement fire mitigation strategies (code adoption and enforcement) via this application.

iii. Vulnerability Statement (Fire Departments-15%, Interest Organizations-25%)
The assessment of fire risk is essential in the development of an effective project goal, as well as meeting FEMA's goal to reduce risk by conducting a risk assessment as a basis for action. Vulnerability is a "weak link," demonstrating high-risk behavior, living conditions, or any type of high-risk situation. The Vulnerability Statement should include a detailed description of the steps taken to determine the vulnerability and identify the target audience. The methodology for determination of vulnerability (i.e., how the vulnerability was found) should be discussed in-depth in the application's Narrative Statement.

- The specific vulnerability that will be addressed with the proposed project can be established through a formal or informal risk assessment. FEMA encourages the use of local statistics to illustrate the applicant's particular vulnerability, rather than national statistics, when discussing the vulnerability.
- In a clear, to-the-point statement, the applicant should summarize the precise vulnerability the project will address, including who is at risk, what the risks are, where the risks are, and how the risks can be prevented, reduced, or

mitigated.
- For the purpose of this NOFO, formal risk assessments consist of the use of software programs or recognized expert analysis that assess risk trends.
- Informal risk assessments could include an in-house review of available data (e.g., NFIRS) to determine fire loss, burn injuries, or loss of life over a period of time, and the factors that are the cause and origin for each occurrence, including a lack of adoption or enforcement of certain codes.

iv. Project Description (Fire Departments–20%, Interest Organizations–25%)
Applicants must describe in detail not only the project components but also how the proposed project addresses the identified capability gap due to financial need and/or the specific vulnerabilities identified in the vulnerability statement. The following information should be included:

- Project components;
- Review of any existing programs or models that have been successful;
- Detailed description of how the proposed project components fill the identified capability gap; and,
- If working with Fire Service Partners/Organizations, identify each partner/organization and the role(s) they will fill in the successful completion of the proposed project.

v. Implementation Plan (Fire Departments-25%, Interest Organizations-30%):
Each project proposal should include nuanced details on the implementation plan that discusses the proposed project's goals and objectives. The following information should be included to support the implementation plan:

- Goals and objectives;
- Details regarding the methods and specific steps that will be used to achieve the goals and objectives;
- Timelines outlining the chronological project steps (this is critical for determining the likelihood of the project's completion within the period of performance);
- Where applicable, examples of marketing efforts to promote the project, who will deliver the project (e.g., effective partnerships), and the manner in which materials or deliverables will be distributed;
- Requests for props (i.e., tools used in educational or awareness demonstrations), including specific goals, measurable results, and details on the frequency for which the prop will be utilized. Applicants should include information describing the efforts that will be used to reach the high-risk audience and/or the number of people reached through the proposed project (examples of props include safety trailers, puppets, or costumes); and,
- Where human subjects are involved, describe plans for submission to the Institutional Review Board (IRB) (for details see Section F.4.d.: Human Subjects Research of this NOFO).

Note: For applicants proposing a complex project that may require a 24-month period of performance, please include significant justification and details in the implementation plan that justify the applicant's need for a period of performance of more than 12 months.

vi. **Evaluation Plan (Fire Departments-15%, Interest Organizations-15%)**
Projects should include a plan for evaluation of effectiveness and identify measurable and quantifiable goals. Applicants seeking to carry out awareness and educational projects, for example, should identify how they intend to determine that there has been an increase in knowledge about fire hazards, or measure a change in the safety behaviors of the audience. Applicants should demonstrate how they will measure risk at the outset of the project in comparison to how much the risk decreased after the project is finished. There are various ways to measure the knowledge gained about fire hazards, including the use of surveys, pre- and post-tests, or documented observations. Applicants are encouraged to attend training on evaluation methods, such as the National Fire Academy's "Demonstrating Your Fire Prevention Program's Worth."

Note: In addition to a detailed evaluation plan as described above, if awarded, grant recipients are required to report on specific performance metrics through performance reports and at closeout (for details see Section A.11: Performance Measures of this NOFO).

vii. **Cost-Benefit (Fire Departments-10%, Interest Organizations-5%)**
Projects will be evaluated and scored by the Peer Review Panelists based on how well the applicant addresses the fire prevention needs of the department or organization in an economic and efficient manner. The applicant should show how it will maximize the level of funding that goes directly into the delivery of the project. The costs associated with the project also must be reasonable for the target audience that will be reached, and a description should be included of how the anticipated project benefit(s) (quantified if possible) outweighs the cost(s) of the requested item(s). The application should provide justification for all costs included in the project in order to assist the Technical Evaluation Panel with their review.

Additional Considerations:
The following considerations are not scored but may impact the evaluation of the application as a whole. This information may be used by application reviewers or by FEMA during technical review prior to making funding decisions.

- **Meeting the needs of people with disabilities:** Applicants in the Community Risk Reduction category will receive additional consideration if, as part of their comprehensive smoke alarm installation and education program, they address the needs of people with disabilities (e.g., deaf/hard-of-hearing) in their community.
- **Experience and expertise:** Applicants who demonstrate their experience and ability to conduct fire prevention and safety activities, and to execute the proposed or similar project(s), will receive additional consideration.

b. ***R&D Activity***

All projects will be reviewed by a fire service expert panel using weighted evaluation criteria, and those projects deemed to be in the "competitive range" will then be reviewed by a scientific peer review panel using weighted evaluation criteria to score the project. Scientific peer review evaluations will impact the ranking of a project for funding. Funding decisions will be informed by an assessment of how well the application addresses the criteria and considerations listed below.

It is expected that successful R&D Activity projects may give rise to future programs including FP&S Activity projects.

- ***Fire Service Panel Evaluation Criteria***
  - **i. Purpose (25%):** Applicants should clearly identify the specific benefits of the proposed research project to improve firefighter safety, health, or well-being. The discussion should include:

    - The specific risk to firefighter safety, health, or well-being that the project will address;
    - The expected benefits of the project, including how the project will prevent, reduce, or mitigate the specific risk;
    - The gaps in knowledge that will be addressed; and,
    - The general project methods planned to produce the intended results.

    If applying under **Early Career Investigator**, applicants should identify how this project will support the development of the Principal Investigator (PI) within the field of firefighter research.

    If applying under **Preliminary Studies**, applicants should consider the project being proposed as well as the potential results of a closely related future full study.

  - **ii. Potential Impact (15%):** Applicants should discuss the potential impact of the research outcome/product on firefighter safety by quantifying the possible reduction in the number of fatal or non-fatal injuries or on projected well-being by significantly improving the overall health of firefighters. The discussion should include:

    - An estimate of the number of firefighters potentially exposed to the risk being addressed by the project; and,
    - The potential degree (numbers, percentages, etc.) of risk mitigation from the project results.

  - **iii. Implementation by Fire Service (25%):** Applicants should discuss how the outcomes/products of this research, if successful, are likely to be widely/nationally adopted and accepted by the fire service as changes that enhance firefighter safety, health, or well-being. The discussion should include:

- The methods and costs associated with implementation at the fire department level; and,
- Organizations, manufacturers, and/or others that will need to be involved to aid the process of adoption.

iv. **Barriers (15%):** Applicants should identify and discuss potential fire service and other barriers to successfully completing the study on schedule, including contingencies and strategies to deal with barriers if they materialize. This may include barriers that could inhibit the proposed fire service participation in the study, barriers that could inhibit the adoption of successful results by the fire service when the project is completed, or project components most likely to cause delay in successful completion.

If applying under **Early Career Investigator**, applicants should discuss potential barriers specific to those projects, such as if the PI does not receive the expected mentorship.

v. **Partners (20%):** Applicants should recognize that participation of the fire service as a partner in the research from development to dissemination is regarded as an essential part of all projects. Describe the fire service partners and contractors that will support the project to accomplish the objectives of the study. The specific roles and contributions of the partners to the project should be described. Partnerships should be formed with national fire-related organizations, in addition to local and regional fire departments. Letters of support and letters of commitment to actively participate in the project should be included in the Appendix of the application. Generally, participants of a diverse population, including both career and volunteer firefighters, are expected to facilitate acceptance of results nationally. In cases where this is not practical, due to the nature of the study or other limitations, these circumstances should be clearly explained.

- ***Science Panel Evaluation Criteria***

i. **Project goals, objectives, and specific aims (All Applicants-15%):** Applicants should address how the purpose, goals, objectives, and specific aims of the proposal will lead to results that will improve firefighter safety, health, or well-being. Describe the specific goals and objectives for each year of the project.

ii. **Literature Review (All Applicants-10%):** Applicants should provide a literature review that is relevant to the project's goals, objectives, and specific aims. The citations should be placed in the narrative text and references listed at the end of the Narrative Statement (and not in the Appendix) of the application. The review should be of sufficient depth to make it clear that the proposed project is necessary, adds to an existing body of knowledge, is different from current and previous studies, and offers a unique contribution.

iii. **Project Methods (Early Career Investigator Applicants-15%, All Other Applicants-20%):** Applicants should provide a description of how the project will be

carried out, including demonstration of the overall scientific and technical rigor and merit of the project. This includes the operations to accomplish the purpose, goals, and objectives, and the specific aims of the project. Plans to recruit and retain human subjects, where applicable, should be described. Where human subjects are involved, describe plans for submission to the IRB (for details see Section F.4.d.: Human Subjects Research of this NOFO).

iv. **Project Measurements (Early Career Investigator Applicants-15%, All Other Applicants-20%):** Applicants should provide evidence of the technical rigor and merit of the project, such as data pertaining to validity, reliability, and sensitivity (where established) of the facilities, equipment, instruments, standards, and procedures that will be used to carry out the research. The applicant should discuss the data to be collected to evaluate the performance methods, technologies, and products proposed to enhance firefighter safety, health, or well-being. The applicant should demonstrate that the measurement methods and equipment selected for use are appropriate and sufficient to successfully deliver the proposed project objectives.

v. **Project Analysis (Early Career Investigator Applicants-15%, All Other Applicants-20%):** The applicant should indicate the planned approach for analysis of the data obtained from measurements, questionnaires, or computations. Specify within the plan what will be analyzed, the statistical methods that will be used, the sequence of steps, and interactions as appropriate. It should be clear that the PI and research team have the expertise to perform the planned analysis and defend the results in a peer review process.

vi. **Dissemination and Implementation (All Applicants-15%):** Applicants should indicate dissemination plans for scientific audiences (e.g., plans for submissions to specific peer review publications) and for firefighter audiences (e.g., via websites, magazines, and conferences). Also, assuming positive results and where applicable, indicate future steps that would support dissemination and implementation throughout the fire service. These are likely to be beyond the current study, so those features of the research activity that will facilitate future dissemination and implementation should be discussed. All applicants should specify how the results of the project, if successful, might be disseminated and implemented in the fire service to improve firefighter safety, health, or well-being.

vii. **Mentoring (Early Career Investigator Applicants Only-15%):** An important factor in the evaluation of Early Career Investigator projects is the participation of a mentor(s) in the project. A mentor for the PI should be an experienced researcher in areas appropriate to the research project and be able to provide support to the PI for ongoing development of knowledge and skills throughout the project. The mentor needs to have relationships with the fire service community sufficient to assist the PI in building relationships with fire departments and fire service organizations. The mentor has a role to support the applicant from submitting the application for funding through the completion of a funded project. The applicant should identify the mentor(s) that has agreed to support the applicant and the project. The applicant

should discuss the role of the mentor(s) in the project and the expected benefits of the mentoring relationship to the applicant and the project. A biographical sketch and letter of commitment/support from the mentor(s) are required to be included in the Appendix document.

Additional Considerations:
The following considerations are not scored but may impact the evaluation of the application as a whole. This information may be used by application reviewers or by FEMA during technical review prior to making funding decisions.

- **Cost vs. Benefit:** Cost vs. benefit in this evaluation element refers to the costs of the grant for the R&D project vs. the benefits that are projected for firefighters who would have improved safety, health, or well-being. Applicants should demonstrate a high benefit for the cost incurred and effective utilization of federal funds for research activities.
- **Financial Need:** In the Applicant Information section of the application, applicants must provide details on the need for federal financial assistance to carry out the proposed project(s). Included in the description might be other unsuccessful attempts to acquire financial assistance. Applicants should provide details about the organization's operating budget, including a high-level breakdown of the budget; the organization's inability to address financial needs without federal assistance; and other actions the organization has taken to meet their staffing needs (e.g., state assistance programs, other grant programs).

c. ***R&D Activity Formatting Requirements***

i. Applications must include one Narrative Statement and one Appendix document per project. Tables and figures may be included in either the Narrative Statement or the Appendix document. The Narrative Statement and the Appendix document must use the following style and formatting:

- **Font:** Times New Roman or Arial
- **Font Size:** 11 point or larger
- **Page Dimensions:** Page dimensions must be 8.5" x 11" or smaller
- **Margins:** All margins (top, bottom, left, and right) must be at least 1"
- **Header:** The header on each page of the Narrative Statement and the Appendix must contain:
  - PI (surname)
  - Institution name (abbreviated)
  - Project Short Title
  - Page Number

ii. The Narrative Statement for the R&D Activity is limited to 20 pages per project. Any additional pages after the first 20 will not be reviewed. The first page of the Narrative Statement must include an abstract of approximately 300 words that addresses purpose and aims, relevance, methods, and anticipated outcomes. All narrative text, including pertinent footnotes, must be in the Narrative Statement. The contact

information (e-mail address and telephone number) for the PI must be provided on the first page of the Narrative Statement.

The Narrative Statement must follow the order of the Science Panel Evaluation Criteria listed within this NOFO.

Note: Responses to the Fire Service Panel Evaluation Criteria should be provided within the application in FEMA GO. However, the fire service reviewers may reference the Narrative Statement or the Appendix document but will primarily score the information provided in FEMA GO in response to the Fire Service Panel Evaluation Criteria.

iii. The Appendix is limited to 25 pages per project. Any additional pages after the first 25 will not be reviewed. The Appendix may include, as appropriate, data collection instruments, additional tables and figures, illustrations, specifications for product designs, and letters of commitment and role descriptions from partners. Additionally, if this project is a resubmission, applicants may use the Appendix to address how they adapted the proposal to address reviewer concerns from a previous year.

iv. A biographical sketch (biosketch) for the PI and lead scientists, as well as other key research personnel listed in the budget, are to be included in the Appendix, but are limited to a maximum of two pages per biosketch. Applicants are strongly encouraged to follow the biosketch sample below.

Early Career Investigator projects must include the biosketch of the mentor(s) and a signed letter of commitment from the mentor(s).

Biosketch Sample for R&D Projects:
The applicant is limited to a maximum of two pages per biosketch.

- **Font Size**: 11 point or larger
- **Font Type**: Times New Roman or Arial
- **Page Count**: Two (maximum)
- **Must be completed by PI and Co-PI(s)**

NAME (Last, First, Middle)	POSITION TITLE
Institution/Organization	

EDUCATION/TRAINING *(Begin with baccalaureate or other initial professional education, such as nursing, and include postdoctoral training.)*

INSTITUTION AND LOCATION	DEGREE *(if applicable)*	YEAR(s)	FIELD OF STUDY

Each biosketch should include:

- **Positions.** List all selected appointments or other professional positions held, beginning with the present position and include years, title, organization, city, state, and country.
- **Service.** Include selected positions held on advisory committees or other working groups, including all Federal Government advisory committees or other public working groups, beginning with the most recent.
- **Honors.** Include selected honors received in the past 10 years beginning with the most recent.
- **Peer-reviewed publications.** Include selected peer-reviewed publications in the past ten years, beginning with the most recent.
- **Other publications.** Include selected documents produced in the past ten years, beginning with the most recent.
- **Research Support.** List funding sources and amounts for all ongoing and selected completed research projects (federal and non-federal support) for the past ten years.

F. Federal Award Administration Information

In addition to the language here, please see Appendix C - Award Administration Information in this NOFO for additional award administration information.

1. Notice of Award

Before accepting the award, the AOR and recipient should carefully read the award package. The award package includes instructions on administering the grant award and the terms and conditions associated with responsibilities under federal awards. Recipients must accept all conditions in this NOFO as well as any specific terms and conditions in the Notice of Award to receive an award under this program.

FEMA will provide the federal award package to the applicant electronically via FEMA GO. Award packages include an Award Letter, Summary Award Memo, Agreement Articles, and Obligating Document. An email notification of the award package will be sent through FEMA's grant application system to the Authorized Organization Representative (AOR) that submitted the application.

Recipients must accept their awards no later than 30 calendar days from the award date. The recipient shall notify FEMA of its intent to accept and proceed with work under the award through the FEMA GO system.

Funds will remain on hold until the recipient accepts the award through the FEMA GO system and all other conditions of the award have been satisfied or until the award is otherwise rescinded. Failure to accept a grant award within the specified timeframe may result in a loss of funds. Recipients may request additional time to accept the award if needed.

2. Administrative and National Policy Requirements

In addition to the requirements of in this section and in this NOFO, FEMA may place specific terms and conditions on individual awards in accordance with 2 C.F.R. Part 200.

a. ***DHS Standard Terms and Conditions***

All successful applicants for DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at: DHS Standard Terms and Conditions.

The applicable DHS Standard Terms and Conditions will be those in effect at the time the award was made. What terms and conditions will apply for the award will be clearly stated in the award package at the time of award.

b. ***Ensuring the Protection of Civil Rights***

As the Nation works towards achieving the National Preparedness Goal, it is important to continue to protect the civil rights of individuals. Recipients and subrecipients must carry out their programs and activities, including those related to the building, sustainment, and delivery of core capabilities, in a manner that respects and ensures the protection of civil rights for protected populations.

Federal civil rights statutes, such as Section 504 of the Rehabilitation Act of 1973 and Title VI of the Civil Rights Act of 1964, along with DHS and FEMA regulations, prohibit discrimination on the basis of race, color, national origin, sex, religion, age, disability, limited English proficiency, or economic status in connection with programs and activities receiving federal financial assistance from FEMA.

The DHS Standard Terms and Conditions include a fuller list of the civil rights provisions that apply to recipients. These terms and conditions can be found in the DHS Standard Terms and Conditions. Additional information on civil rights provisions is available at https://www.fema.gov/office-equal-rights.

Monitoring and oversight requirements in connection with recipient compliance with federal civil rights laws are also authorized pursuant to 44 C.F.R. Part 7.

c. ***Environmental Planning and Historic Preservation (EHP) Compliance***

As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by FEMA, including grant-funded projects, comply with federal EHP laws, Executive Orders, regulations, and policies, as applicable.

Recipients and subrecipients proposing projects that have the potential to impact the environment, including, but not limited to, the construction of communication towers, modification or renovation of existing buildings, structures, and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description along with any supporting documentation requested by FEMA in order to

determine whether the proposed project has the potential to impact environmental resources or historic properties.

In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. Federal law requires EHP review to be completed before federal funds are released to carry out proposed projects. FEMA may not be able to fund projects that are not incompliance with applicable EHP laws, Executive Orders, regulations, and policies.

DHS and FEMA EHP policy is found in directives and instructions available on the FEMA.gov EHP page, the FEMA website page that includes documents regarding EHP responsibilities and program requirements, including implementation of the National Environmental Policy Act and other EHP regulations and Executive Orders.

Applicants may attach the EHP forms during the application period for the project(s) they wish to pursue; however, it does not guarantee award. Once the awards are announced, it is the responsibility of the grant recipients to supply the required EHP form at that time to DHS/FEMA, if they have not submitted it already during the application period. Applicants can only proceed with their project(s) once the EHP review is completed and approved. DHS/FEMA may notify grant recipients via email if EHP review is required and will provide instructions on how to comply.

The GPD EHP screening form is located at https://www.fema.gov/media-library/assets/documents/90195. Additionally, all recipients under this funding opportunity are required to comply with the FEMA GPD EHP Policy Guidance, FEMA Policy #108-023-1, available at https://www.fema.gov/media-library/assets/documents/85376.

FP&S Program applications that involve the installation of supplies/equipment not specifically excluded from a FEMA EHP Review, per the GPD Programmatic Environmental Assessment (PEA), such as ground-disturbing activities, or modification/renovation of existing buildings or structures, will require an EHP review. Some equipment will require an EHP review as well. Such activities include but are not limited to:

- Installation of:
    - Fire/smoke/carbon monoxide alarm systems for the facility (life safety)
    - Sprinklers
    - Wall mounted lock boxes
    - Storage racks/cabinets
- Building renovations such as removal of wall or installation of electrical or waterlines
- Training/exercises in natural settings such as rope or swift water
- LED Signs
- Tree trimming or vegetation removal/disturbance
- Any scope of work that involves ground disturbances

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes
- Management, administrative, or personnel actions
- Classroom-based training
- Acquisition of mobile and portable equipment (not involving installation) on or in a building and does not require a storage area to be constructed
- Purchase of Personal Protective Equipment (PPE)

d. ***Federal Flood Risk Management Standard***

All non-critical new construction or substantial improvement of structures in a Special Flood Hazard Area must, at a minimum, apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach unless doing so would cause the project to be unable to meet applicable program cost-effectiveness requirements. All other types of projects may choose to apply the flood elevations of the Federal Flood Risk Management Standard's Freeboard Value Approach.

e. ***Difference between Application Request and Award***

During the review process for an FP&S Program award, FEMA may have modified the application request(s). These modifications will be identified in the award package provided upon the offer of an award. If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award. The award package will identify any differences under the Approved Scope of Work section.

f. ***Turndown Notifications***

FEMA GO will provide all applicants who do not receive an FY 2021 FP&S Program award with a turndown notification.

g. ***Human Subjects Research***

The information in this section pertains to both FP&S Activity and R&D Activity applications with project and studies that include human subjects. Human subjects may be, for instance, firefighters who participate in laboratory or field testing. As it would be standard practice for such research in the clinical sciences, all investigators with studies involving human subjects must submit their protocols to their local IRB. IRB approval must precede any research activities involving human subjects.

In addition, DHS-funded research that involves human subjects carries with it an additional obligation that involves review and approval by the DHS Compliance Assurance Program Office (CAPO). The FEMA FP&S Program Office will serve as a liaison for gaining DHS approvals prior to proceeding with the human subjects aspect of the project.

If no human subjects are involved, such as a technology project that is primarily product development with an emphasis on engineering, it is possible that such a project may be

exempt from CAPO review and approval. Such determinations will be made by CAPO in cooperation with the FP&S Program Office following award.

DHS/FEMA has a responsibility to ensure that mechanisms and procedures are in place to protect the safety of human subjects in DHS/FEMA-supported research. DHS requirements are set forth in DHS Management Directive No. 026-04, Protection of Human Subjects, which adopts 45 C.F.R. Part 46, Subparts A-D. A grant recipient must agree to meet all DHS requirements for studies using human subjects (and ensure any subrecipients or subcontractors meet those requirements) prior to implementing any work with human subjects. Therefore, before enrolling participants or commencing research involving human subjects, a grant recipient will provide a copy of the following for review and approval by DHS CAPO:

- Department of Health and Human Services (HHS) Federal-Wide Assurance (FWA) Number (note: CAPO will assist domestic or international institutions that do not currently have an FWA in submitting an application to HHS)
- Documentation of review by an IRB registered with HHS, including IRB registration number, IRB name, and notice of IRB approval or exemption of the relevant research
- IRB-approved research protocol, such as contained in the methods section
- IRB-approved informed consent document (template) or IRB waiver of informed consent

Documentation should be submitted to the FP&S Program Office, which coordinates directly with CAPO. CAPO will conduct a regulatory compliance assessment and forward comments or concerns to the grant recipient. The recipient must address in writing all regulatory concerns to the satisfaction of CAPO before a letter of certification is issued and participant enrollment can begin. However, development of tools (e.g., survey instruments), protocols, and data gathering approaches may proceed prior to project certification. The grant recipient must submit annual reports to CAPO to include evidence of subsequent IRB reviews, amendments, or any changes of protocol.

h. R&D Activity – Research Terms and Conditions

These Research Terms and Conditions implement the requirements of the Uniform Guidance (2 C.F.R § 200) issued by the U.S. Office of Management and Budget as it applies to research-related grants made by federal awarding agencies to institutions of higher education and nonprofit organizations, and consistent with government-wide research policy.

Responsible and Ethical Conduct of Research

Applicants must have a plan in place to provide appropriate training and oversight in the responsible and ethical conduct of research to undergraduates, graduate students, and postdoctoral researchers who will be supported by FP&S Program funds to conduct research. Training plans should comply with federal laws covering the use of humans in research, and establish procedures for investigating and reporting research misconduct, conflicts of interest, and for managing recipient's responsibilities under a federal award consistent with the ethical principles of the Belmont Report. (See the National Research Act, Pub. L. 93-348 and the Federal policy for the Protection of Human Subjects or the "Common Rule," codified at 6

C.F.R. Part 46.) Training plans are subject to review, upon request. The recipient shall ensure that these requirements flow down to all subrecipients or are otherwise appropriately addressed in the subaward.

Academic Technology Transfer and Commercialization of University Research
Any institution of higher education, such as defined in section 101(A) of the Higher Education Act of 1965 (20 U.S.C. § 100(a)), that receives FP&S Program support and has received at least $25 million in total federal research grants in the most recently completed federal fiscal year shall keep, maintain, and make available upon request information concerning its general approach to and mechanisms for transfer of technology and commercialization of research results.

Annual Meeting
The recipient agrees to participate in each two-day annual meeting that may take place during the period of performance and should include the primary staff involved with the grant (example: PI and one researcher). The award recipient also agrees to notify and allow participation/attendance by FP&S Program Office staff at key meetings involving grant activities.

Acknowledgement
For any publication that results from FEMA grant-supported research, the award recipient must include an acknowledgment of FEMA grant support. If the award recipient issues any press releases concerning the outcome of the funded research, FEMA must be notified in advance to allow for coordination.

Publications
The award recipient agrees to provide full public access to any peer reviewed scholarly publications directly arising from research funded by the Federal Government in whole or in part under this award. This shall be accomplished by the recipient providing FEMA the final published documents no later than twelve months after their initial publication for republication by FEMA, in keeping with FEMA's rights under 2 C.F.R. §200.315(b).

3. Reporting
Recipients are required to submit various financial and programmatic reports as a condition of award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent. Recipients should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of purchasing documentation along with copies of cancelled checks or other proof of payment documentation for verification.

a. Financial Reporting Requirements

I. FEDERAL FINANCIAL REPORT (FFR)
Recipients must report obligations and expenditures through the FFR form (SF-425) to FEMA. Recipients may review the Federal Financial Reporting Form (FFR) (SF-425) at https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1.

Recipients must file the FFR electronically using FEMA GO.

II. **FFR Reporting Periods and Due Dates**

Recipients are required to submit a Federal Financial Report (FFR or SF-425) on a semi-annual basis. The FFR must be submitted through FEMA GO based on the calendar year beginning with the period after the award is made. Grant recipients are required to submit an FFR throughout the entire period of performance of the grant and for closeout. Reports are due:

- **No later than July 30** (for the period January 1 – June 30)
- **No later than January 30** (for the period July 1 – December 31)
- Within 120 calendar days after the end of the Period of Performance

Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

b. Programmatic Performance Reporting Requirements

I. **Performance Progress Report (PPR)**

The recipient is responsible for completing and submitting a Programmatic Performance Report (PPR) using FEMA GO. The PPR is due every six months after the start of the grant's award date, and every six months thereafter until the period of performance ends.

The PPR should include the following:

- A brief narrative of overall project(s) status;
- A summary of project expenditures;
- A description of any potential issues that may affect project completion; and,
- Other information specific to the Activities awarded.

c. Closeout Reporting Requirements

I. **Closeout Reporting**

Within 120 calendar days after the end of the period of performance for the prime award or after an amendment has been issued to close out an award before the original POP ends, recipients must liquidate all financial obligations and must submit the following:

i. The final request for payment, if applicable.
ii. The final FFR (SF-425).
iii. The final progress report detailing all accomplishments, including a narrative summary of the impact of those accomplishments throughout the period of performance. **Note: R&D Activity** recipients must provide a minimum of ten (10) pages in addition to the final SF-425 that include data, results, and conclusions derived from the funded project throughout the period of performance.
iv. Other documents required by this NOFO, terms and conditions of the award, or other FEMA guidance.

In addition, pass-through entities are responsible for closing out their subawards as described in 2 C.F.R. § 200.344; subrecipients are still required to submit closeout materials within 90 calendar days of the period of performance end date. When a subrecipient completes all closeout requirements, pass-through entities must promptly complete all closeout actions for

subawards in time for the recipient to submit all necessary documentation and information to FEMA during the closeout of the prime award.

After the prime award closeout reports have been reviewed and approved by FEMA, a closeout notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for at least three years from the date of the final FFR. The record retention period may be longer, such as due to an audit or litigation, for equipment or real property used beyond the period of performance, or due to other circumstances outlined in 2 C.F.R. § 200.334.

The recipient is responsible for refunding to FEMA any balances of unobligated cash that FEMA paid that are not authorized to be retained per 2 C.F.R. § 200.344(d).

II. ADMINISTRATIVE CLOSEOUT

Administrative closeout is a mechanism for FEMA to unilaterally move forward with closeout of an award using available award information in lieu of final reports from the recipient per 2 C.F.R. § 200.344(h)-(i). It is a last resort available to FEMA, and if FEMA needs to administratively close an award, this may negatively impact a recipient's ability to obtain future funding. This mechanism can also require FEMA to make cash or cost adjustments and ineligible cost determinations based on the information it has, which may result in identifying a debt owed to FEMA by the recipient.

When a recipient is not responsive to FEMA's reasonable efforts to collect required reports needed to complete the standard closeout process, FEMA is required under 2 C.F.R. § 200.344(h) to start the administrative closeout process within the regulatory timeframe. FEMA will make at least three written attempts to collect required reports before initiating administrative closeout. If the recipient does not submit all required reports in accordance with 2 C.F.R. § 200.344, this NOFO, and the terms and conditions of the award, FEMA must proceed to administratively close the award with the information available within one year of the period of performance end date. Additionally, if the recipient does not submit all required reports within one year of the period of performance end date, per 2 C.F.R. § 200.344(i), FEMA must report in FAPIIS the recipient's material failure to comply with the terms and conditions of the award.

If FEMA administratively closes an award where no final FFR has been submitted, FEMA uses that administrative closeout date in lieu of the final FFR submission date as the start of the record retention period under 2 C.F.R. § 200.334.

In addition, if an award is administratively closed, FEMA may decide to impose remedies for noncompliance per 2 C.F.R. § 200.339, consider this information in reviewing future award applications, or apply special conditions to existing or future awards.

d. Additional Reporting Requirements

I. DISCLOSING INFORMATION PER 2 C.F.R. § 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with FEMA, the recipient must notify FEMA if it knows if it or any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 C.F.R. § 180.335:

i. Are presently excluded or disqualified;
ii. Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. § 180.800(a) or had a civil judgment rendered against it or any of the recipient's principals for one of those offenses within that time period;
iii. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses listed in 2 C.F.R. § 180.800(a); or
iv. Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

At any time after accepting the award, if the recipient learns that it or any of its principals falls under one or more of the criteria listed at 2 C.F.R. § 180.335, the recipient must provide immediate written notice to FEMA in accordance with 2 C.F.R. § 180.350.

II. Reporting of Matters Related to Recipient Integrity and Performance

Per 2 C.F.R. Part 200, Appendix I § F.3, the additional post-award reporting requirements in 2 C.F.R. Part 200, Appendix XII may apply to applicants who, if upon becoming recipients, have a total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies that exceeds $10 million for any period of time during the period of performance of an award under this funding opportunity.

Recipients that meet these criteria must maintain current information reported in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of Appendix XII at the reporting frequency described in paragraph 4 of Appendix XII.

III. Single Audit Report

For audits of fiscal years beginning on or after December 26, 2014, recipients that expend $750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report, also known as the single audit report.

The audit must be performed in accordance with the requirements of U.S. Government Accountability Office's (GAO) Government Auditing Standards, located at https://www.gao.gov/yellowbook/overview, and the requirements of Subpart F of 2 C.F.R. Part 200, located at http://www.ecfr.gov/cgi-bin/text-idx?node=sp2.1.200.f.

4. Monitoring and Oversight

Per 2 C.F.R. § 200.337, FEMA, through its authorized representatives, has the right, at all reasonable times, to make site visits or conduct desk reviews to review project accomplishments and management control systems, to review award progress, and to provide any required technical assistance. During site visits or desk reviews, FEMA will review

recipients' files related to the award. As part of any monitoring and program evaluation activities, recipients must permit FEMA, upon reasonable notice, to review grant-related records and to interview the organization's staff and contractors regarding the program. Recipients must respond in a timely and accurate manner to FEMA requests for information relating to the award.

Effective monitoring and oversight help FEMA ensure that recipients use grant funds for their intended purpose(s); verify that projects undertaken are consistent with approved plans; and ensure that recipients make adequate progress toward stated goals and objectives. Additionally, monitoring serves as the primary mechanism to ensure that recipients comply with applicable laws, rules, regulations, program guidance, and requirements. FEMA regularly monitors all grant programs both financially and programmatically in accordance with federal laws, regulations (including 2 C.F.R. Part 200), program guidance, and the terms and conditions of the award. All monitoring efforts ultimately serve to evaluate progress towards grant goals and proactively target and address issues that may threaten grant success during the period of performance.

FEMA staff will periodically monitor recipients to ensure that administrative processes, policies and procedures, budgets, and other related award criteria are meeting Federal Government-wide and FEMA regulations. Aside from reviewing quarterly financial and programmatic reports, FEMA may also conduct enhanced monitoring through either desk-based reviews, onsite monitoring visits, or both. Enhanced monitoring will involve the review and analysis of the financial compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and it will identify areas where the recipient may need technical assistance, corrective actions, or other support.

Financial and programmatic monitoring are complementary processes within FEMA's overarching monitoring strategy that function together to ensure effective grants management, accountability, and transparency; validate progress against grant and program goals; and safeguard federal funds against fraud, waste, and abuse. Financial monitoring primarily focuses on statutory and regulatory compliance with administrative grant requirements, while programmatic monitoring seeks to validate and assist in grant progress, targeting issues that may be hindering achievement of project goals and ensuring compliance with the purpose of the grant and grant program. Both monitoring processes are similar in that they feature initial reviews of all open awards, and additional, in-depth monitoring of grants requiring additional attention.

Recipients and subrecipients who are pass-through entities are responsible for monitoring their subrecipients in a manner consistent with the terms of the federal award at 2 C.F.R. Part 200, including 2 C.F.R. § 200.332. This includes the pass-through entity's responsibility to monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved.

In terms of overall award management, recipient and subrecipient responsibilities include, but are not limited to: accounting of receipts and expenditures, cash management,

maintaining adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring if acting as a pass-through entity, or other assessments and reviews, and ensuring overall compliance with the terms and conditions of the award or subaward, as applicable, including the terms of 2 C.F.R. Part 200.

G. DHS Awarding Agency Contact Information

1. Contact and Resource Information

a. Program Office Contact

The FP&S Program Helpdesk provides technical assistance to applicants for the online completion and submission of applications into FEMA GO, answers questions concerning applicant eligibility, recipient responsibilities, and helps in the programmatic administration of awards. The FP&S Program Helpdesk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are Monday through Friday, 8 a.m. to 4:30 p.m. ET.

FP&S Program Application Guidance Documents

Guidance documents such as application tutorials, Self-Evaluation Guides, and Frequently Asked Questions (FAQs) are provided to further explain the current FP&S Program, assist with the online grant application, and highlight lessons learned and changes for FY 2021. For more details, please visit the FP&S Program website at https://www.fema.gov/grants/preparedness/firefighters/safety-awards.

b. Centralized Scheduling and Information Desk (CSID)

CSID is a non-emergency comprehensive management and information resource developed by FEMA for grants stakeholders. CSID provides general information on all FEMA grant programs and maintains a comprehensive database containing key personnel contact information at the federal, state, and local levels. When necessary, recipients will be directed to a federal point of contact who can answer specific programmatic questions or concerns. CSID can be reached by phone at (800) 368-6498 or by e-mail at AskCSID@fema.dhs.gov, Monday through Friday, 9:00 AM – 5:00 PM ET.

c. Grant Programs Directorate (GPD) Award Administration Division

GPD's Award Administration Division (AAD) provides support regarding financial matters and budgetary technical assistance. Additional guidance and information can be obtained by contacting the AAD's Help Desk via e-mail at ASK-GMD@fema.dhs.gov.

d. Equal Rights

The FEMA Office of Equal Rights (OER) is responsible for compliance with and enforcement of federal civil rights obligations in connection with programs and services conducted by FEMA and recipients of FEMA financial assistance. All inquiries and communications about federal civil rights compliance for FEMA grants under this NOFO should be sent to FEMA-CivilRightsOffice@fema.dhs.gov.

e. Environmental Planning and Historic Preservation

GPD's EHP Team provides guidance and information about the EHP review process to recipients and subrecipients. All inquiries and communications about GPD projects under

this NOFO or the EHP review process, including the submittal of EHP review materials, should be sent to GPDEHPinfo@fema.dhs.gov.

2. Systems Information

a. FEMA GO

For technical assistance with the FEMA GO system, please contact the FEMA GO Helpdesk at FEMAGO@fema.dhs.gov or (877) 585-3242, Monday through Friday, 8 a.m. – 6 p.m. ET.

H. Additional Information

1. Termination Provisions

FEMA may terminate a federal award in whole or in part for one of the following reasons. FEMA and the recipient must still comply with closeout requirements at 2 C.F.R. §§ 200.344-200.345 even if an award is terminated in whole or in part. To the extent that subawards are permitted under this NOFO, pass-through entities should refer to 2 C.F.R. § 200.340 for additional information on termination regarding subawards.

a. Noncompliance

If a recipient fails to comply with the terms and conditions of a federal award, FEMA may terminate the award in whole or in part. If the noncompliance can be corrected, FEMA may first attempt to direct the recipient to correct the noncompliance. This may take the form of a Compliance Notification. If the noncompliance cannot be corrected or the recipient is non-responsive, FEMA may proceed with a Remedy Notification, which could impose a remedy for noncompliance per 2 C.F.R. § 200.339, including termination. Any action to terminate based on noncompliance will follow the requirements of 2 C.F.R. §§ 200.341-200.342 as well as the requirement of 2 C.F.R. § 200.340(c) to report in FAPIIS the recipient's material failure to comply with the award terms and conditions. See also the section on Actions to Address Noncompliance in this NOFO.

b. With the Consent of the Recipient

FEMA may also terminate an award in whole or in part with the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated.

c. Notification by the Recipient

The recipient may terminate the award, in whole or in part, by sending written notification to FEMA setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. In the case of partial termination, FEMA may determine that a partially terminated award will not accomplish the purpose of the federal award, so FEMA may terminate the award in its entirety. If that occurs, FEMA will follow the requirements of 2 C.F.R. §§ 200.341-200.342 in deciding to fully terminate the award.

2. Period of Performance Extensions

Extensions to the period of performance (POP) for this program are allowed. Extensions to the POP identified in the award will only be considered through formal, written requests via FEMA GO and must contain specific and compelling justifications as to why an extension is

required. Recipients are advised to coordinate with the FEMA Preparedness Officer as needed when preparing an extension request. Recipients should request extensions sparingly and only under exceptional circumstances. Approval is not guaranteed.

All extension requests must address the following:

a. The grant program, fiscal year, and award number;
b. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;
c. Current status of the activity(ies);
d. Approved POP termination date and new project completion date;
e. Amount of funds drawn down to date;
f. Remaining available funds, both federal and, if applicable, non-federal;
g. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
h. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and
i. Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work as approved by FEMA.

Extension requests will be granted only due to compelling legal, policy, or operational challenges. Extension requests will only be considered for the following reasons:

- Contractual commitments by the recipient or subrecipient with vendors prevent completion of the project, including delivery of equipment or services, within the existing POP;
- The project must undergo a complex environmental review that cannot be completed within the existing POP;
- Projects are long-term by design, and therefore acceleration would compromise core programmatic goals; or
- Where other special or extenuating circumstances exist.

Recipients should submit all proposed extension requests to FEMA for review and approval at least 60 calendar days prior to the end of the POP to allow sufficient processing time. The review process can take up to 30 calendar days or longer. Recipients should factor this review period into the timing of when to submit a request for an extension. In accordance with FEMA policy, FEMA reviews extensions on a case-by-case basis and are typically granted for no more than a six-month period.

3. Disability Integration

Pursuant to Section 504 of the Rehabilitation Act of 1973, recipients of FEMA financial assistance must ensure that their programs and activities do not discriminate against other qualified individuals with disabilities.

Grant recipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, recipients are encouraged to consider the needs of individuals with disabilities into the activities and projects funded by the grant.

FEMA expects that the integration of the needs of people with disabilities will occur at all levels, including planning; alerting, notification, and public outreach; training; purchasing of equipment and supplies; protective action implementation; and exercises/drills.

The following are examples that demonstrate the integration of the needs of people with disabilities in carrying out FEMA awards:

- Include representatives of organizations that work with/for people with disabilities on planning committees, work groups and other bodies engaged in development and implementation of the grant programs and activities.
- Hold all activities related to the grant in locations that are accessible to persons with physical disabilities to the extent practicable.
- Acquire language translation services, including American Sign Language, that provide public information across the community and in shelters.
- Ensure shelter-specific grant funds are in alignment with FEMA's Guidance on Planning for Integration of Functional Needs Support Services in General Population Shelters.
- If making alterations to an existing building to a primary function area utilizing federal funds, complying with the most recent codes and standards and making path of travel to the primary function area accessible to the greatest extent possible.
- Implement specific procedures used by public transportation agencies that include evacuation and passenger communication plans and measures for individuals with disabilities.
- Identify, create, and deliver training to address any training gaps specifically aimed toward whole-community preparedness. Include and interact with individuals with disabilities, aligning with the designated program capability.
- Establish best practices in inclusive planning and preparedness that consider physical access, language access, and information access. Examples of effective communication access include providing auxiliary aids and services such as sign language interpreters, Computer Aided Real-time Translation (CART), and materials in Braille or alternate formats.

FEMA grant recipients can fund projects towards the resiliency of the whole community, including people with disabilities, such as training, outreach and safety campaigns, provided that the project aligns with this NOFO and the terms and conditions of the award.

4. Conflicts of Interest in the Administration of Federal Awards or Subawards

For conflicts of interest under grant-funded procurements and contracts, refer to the section on Procurement Integrity in this NOFO and 2 C.F.R. §§ 200.317 – 200.327.

To eliminate and reduce the impact of conflicts of interest in the subaward process, recipients and pass-through entities must follow their own policies and procedures regarding the

elimination or reduction of conflicts of interest when making subawards. Recipients and pass-through entities are also required to follow any applicable federal and state, local, tribal, or territorial (SLTT) statutes or regulations governing conflicts of interest in the making of subawards.

The recipient or pass-through entity must disclose to the respective Program Analyst or Program Manager, in writing, any real or potential conflict of interest that may arise during the administration of the federal award, as defined by the federal or SLTT statutes or regulations or their own existing policies, within five days of learning of the conflict of interest. Similarly, subrecipients, whether acting as subrecipients or as pass-through entities, must disclose any real or potential conflict of interest to the recipient or next-level pass-through entity as required by the recipient or pass-through entity's conflict of interest policies, or any applicable federal or SLTT statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a federal award in situations where an employee, officer, or agent, any members of his or her immediate family, his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an applicant, subapplicant, recipient, subrecipient, or FEMA employee(s).

5. Procurement Integrity

Through audits conducted by the DHS Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some FEMA recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement requirements jeopardizes the integrity of the grant as well as the grant program. To assist with determining whether an action is a procurement or instead a subaward, please consult 2 C.F.R. § 200.331.

The below highlights the federal procurement requirements for FEMA recipients when procuring goods and services with federal grant funds. FEMA will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327**. Select requirements under these standards are listed below. The recipient and any of its subrecipients must comply with all requirements, even if they are not listed below.

Under 2 C.F.R. § 200.317, when procuring property and services under a federal award, states (including territories) must follow the same policies and procedures they use for procurements from their non-federal funds; additionally, states must now follow 2 C.F.R. § 200.321 regarding socioeconomic steps, 200.322 regarding domestic preferences for procurements, 200.323 regarding procurement of recovered materials, and 2 C.F.R. § 200.327 regarding required contract provisions.

All other non-federal entities, such as tribes (collectively, non-state entities), must have and use their own documented procurement procedures that reflect applicable SLTT laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200. These standards include, but are not limited to,

providing for full and open competition consistent with the standards of 2 C.F.R. § 200.319 and § 200.320.

a. Important Changes to Procurement Standards in 2 C.F.R. Part 200

OMB recently updated various parts of Title 2 of the Code of Federal Regulations, among them, the procurement standards. States are now required to follow the socioeconomic steps in soliciting small and minority businesses, women's business enterprises, and labor surplus area firms per 2 C.F.R. § 200.321. All non-federal entities should also, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States per 2 C.F.R. § 200.322.

The recognized procurement methods in 2 C.F.R. § 200.320 have been reorganized into informal procurement methods, which include micro-purchases and small purchases; formal procurement methods, which include sealed bidding and competitive proposals; and noncompetitive procurements. The federal micro-purchase threshold is currently $10,000, and non-state entities may use a lower threshold when using micro-purchase procedures under a FEMA award. If a non-state entity wants to use a micro-purchase threshold higher than the federal threshold, it must follow the requirements of 2 C.F.R. § 200.320(a)(1)(iii)-(iv). The federal simplified acquisition threshold is currently $250,000, and a non-state entity may use a lower threshold but may not exceed the federal threshold when using small purchase procedures under a FEMA award.

See 2 C.F.R. §§ 200.216, 200.471, and Appendix II as well as Section D.9.a: Prohibitions on Expending FEMA Award Funds for Covered Telecommunications or Services of this NOFO regarding prohibitions on covered telecommunications equipment or services.

b. Competition and Conflicts of Interest

Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a non-federal entity develop its grant application, project plans, or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.

Under this prohibition, unless the non-federal entity solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees.

Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

Per 2 C.F.R. § 200.319(c), non-federal entities other than states must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed SLTT geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Under 2 C.F.R. § 200.318(c)(1), non-federal entities other than states are required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity. If the recipient or subrecipient (other than states) has a parent, affiliate, or subsidiary organization that is not a state, local, tribal, or territorial government, the non-federal entity must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or the pass-through entity in accordance with applicable FEMA policy.

c. Supply Schedules and Purchasing Programs

Generally, a non-federal entity may seek to procure goods or services from a federal supply schedule, state supply schedule, or group purchasing agreement.

I. General Services Administration Schedules

States, tribes, and local governments, and any instrumentality thereof (such as local education agencies or institutions of higher education) may procure goods and services from a General Services Administration (GSA) schedule. GSA offers multiple efficient and effective procurement programs for state, tribal, and local governments, and instrumentalities thereof, to purchase products and services directly from pre-vetted contractors. The GSA Schedules (also referred to as the Multiple Award Schedules and the Federal Supply Schedules) are long-term government-wide contracts with commercial firms that provide access to millions of commercial products and services at volume discount pricing.

Information about GSA programs for states, tribes, and local governments, and instrumentalities thereof, can be found at https://www.gsa.gov/resources-for/programs-for-State-and-local-governments and https://www.gsa.gov/buying-selling/purchasing-programs/gsa-schedules/schedule-buyers/state-and-local-governments.

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the recipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under 2 C.F.R. §§ 200.317 – 200.327, such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms (§ 200.321), domestic preferences (§ 200.322), contract cost and price (§ 200.324), and required contract provisions (§ 200.327 and Appendix II).

II. Other Supply Schedules and Programs

For non-federal entities other than states, such as tribes, local governments, and nonprofits, that want to procure goods or services from a state supply schedule, cooperative purchasing program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the non-federal entity complies with state and local law, regulations, and written procurement procedures;
- The state or other entity that originally procured the original contract or purchasing schedule entered into the contract or schedule with the express purpose of making it available to the non-federal entity and other similar types of entities;
- The contract or purchasing schedule specifically allows for such use, and the work to be performed for the non-federal entity falls within the scope of work under the contract as to type, amount, and geography;
- The procurement of the original contract or purchasing schedule complied with all the procurement standards applicable to a non-federal entity other than states under at 2 C.F.R. §§ 200.317 – 200.327; and

- With respect to the use of a purchasing schedule, the non-federal entity must follow ordering procedures that adhere to applicable state, tribal, and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200.

If a non-federal entity other than a state seeks to use a state supply schedule, cooperative purchasing program, or other similar type of arrangement, FEMA recommends the recipient discuss the procurement plans with its FEMA Preparedness Officer

d. Procurement Documentation

Per 2 C.F.R. § 200.318(i), non-federal entities other than states and territories are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

Examples of the types of documents that would cover this information include but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient.

6. Record Retention

a. Record Retention Period

Financial records, supporting documents, statistical records, and all other non-federal entity records pertinent to a federal award generally must be maintained for at least three years from the date the final FFR is submitted. See 2 C.F.R. § 200.334. Further, if the recipient does not submit a final FFR and the award is administratively closed, FEMA uses the date of administrative closeout as the start of the general record retention period.

The record retention period **may be longer than three years or have a different start date** in certain cases. These include:

- Records for real property and equipment acquired with federal funds must be retained for three years after final disposition of the property. See 2 C.F.R. § 200.334(c).
- If any litigation, claim, or audit is started before the expiration of the three-year period, the records **must be retained** until all litigation, claims, or audit findings involving the records **have been resolved and final action taken**. See 2 C.F.R. § 200.334(a).

- The **record retention period will be extended if the recipient is notified in writing** of the extension by FEMA, the cognizant or oversight agency for audit, or the cognizant agency for indirect costs. See 2 C.F.R. § 200.334(b).
- Where FEMA requires recipients to report program income after the period of performance ends, the **program income record retention period begins at the end of the recipient's fiscal year in which program income is earned**. See 2 C.F.R. § 200.334(e).
- For indirect cost rate proposals, cost allocation plans, or other rate computations records, the start of the record retention period depends on whether the indirect cost rate documents were submitted for negotiation. If the **indirect cost rate documents were submitted for negotiation, the record retention period begins from the date those documents were submitted** for negotiation. If indirect cost rate documents were **not submitted for negotiation, the record retention period begins at the end of the recipient's fiscal year or other accounting period covered by that indirect cost rate.** See 2 C.F.R. § 200.334(f).

b. Types of Records to Retain

FEMA requires that non-federal entities maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Canceled checks

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of cancelled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Non-federal entities who fail to fully document all purchases may find their expenditures questioned and subsequently disallowed.

7. Actions to Address Noncompliance

Non-federal entities receiving financial assistance funding from FEMA are required to comply with requirements in the terms and conditions of their awards or subawards, including the terms set forth in applicable federal statutes, regulations, NOFOs, and policies. Throughout the award lifecycle or even after an award has been closed, FEMA or the pass-through entity may discover potential or actual noncompliance on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources.

In the case of any potential or actual noncompliance, FEMA may place special conditions on an award per 2 C.F.R. §§ 200.208 and 200.339, FEMA may place a hold on funds until the matter is corrected, or additional information is provided per 2 C.F.R. § 200.339, or it may do both. Similar remedies for noncompliance with certain federal civil rights laws are authorized pursuant to 44 C.F.R. Parts 7 and 19.

In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, FEMA might take other remedies allowed under 2 C.F.R. § 200.339. These remedies include actions to disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further federal awards, or take other remedies that may be legally available. For further information on termination due to noncompliance, see the section on Termination Provisions in this NOFO.

FEMA may discover and take action on noncompliance even after an award has been closed. The closeout of an award does not affect FEMA's right to disallow costs and recover funds as long the action to disallow costs takes place during the record retention period. See 2 C.F.R. §§ 200.334, 200.345(a). Closeout also does not affect the obligation of the non-federal entity to return any funds due as a result of later refunds, corrections, or other transactions. 2 C.F.R. § 200.345(a)(2).

The types of funds FEMA might attempt to recover include, but are not limited to, improper payments, cost share reimbursements, program income, interest earned on advance payments, or equipment disposition amounts.

FEMA may seek to recover disallowed costs through a Notice of Potential Debt Letter, a Remedy Notification, or other letter. The document will describe the potential amount owed, the reason why FEMA is recovering the funds, the recipient's appeal rights, how the amount can be paid, and the consequences for not appealing or paying the amount by the deadline.

If the recipient neither appeals nor pays the amount by the deadline, the amount owed will become final. Potential consequences if the debt is not paid in full or otherwise resolved by the deadline include the assessment of interest, administrative fees, and penalty charges; administratively offsetting the debt against other payable federal funds; and transferring the debt to the U.S. Department of the Treasury for collection.

FEMA notes the following common areas of noncompliance for FEMA's grant programs:

- Insufficient documentation and lack of record retention.
- Failure to follow the procurement under grants requirements.
- Failure to submit closeout documents in a timely manner.
- Failure to follow EHP requirements.
- Failure to comply with the POP deadline.

8. Audits

FEMA grant recipients are subject to audit oversight from multiple entities including the DHS OIG, the GAO, the pass-through entity, or independent auditing firms for single audits,

and may cover activities and costs incurred under the award. Auditing agencies such as the DHS OIG, the GAO, and the pass-through entity (if applicable), and FEMA in its oversight capacity, must have access to records pertaining to the FEMA award. Recipients and subrecipients must retain award documents for at least three years from the date the final FFR is submitted, and even longer in many cases subject to the requirements of 2 C.F.R. § 200.334. In the case of administrative closeout, documents must be retained for at least three years from the date of closeout, or longer subject to the requirements of 2 C.F.R. § 200.334. If documents are retained longer than the required retention period, the DHS OIG, the GAO, and the pass-through entity, as well as FEMA in its oversight capacity, have the right to access these records as well. See 2 C.F.R. §§ 200.334, 200.337.

Additionally, non-federal entities must comply with the single audit requirements at 2 C.F.R. Part 200, Subpart F. Specifically, non-federal entities, other than for-profit subrecipients, that expend $750,000 or more in federal awards during their fiscal year must have a single or program-specific audit conducted for that year in accordance with Subpart F. 2 C.F.R. § 200.501. A single audit covers all federal funds expended during a fiscal year, not just FEMA funds. The cost of audit services may be allowable per 2 C.F.R. § 200.425, but non-federal entities must select auditors in accordance with 2 C.F.R. § 200.509, including following the proper procurement procedures. For additional information on single audit reporting requirements, see Section F of this NOFO under the header "Single Audit Report" within the subsection "Additional Reporting Requirements".

The objectives of single audits are to:

- Determine if financial statements conform to generally accepted accounting principles (GAAP);
- Determine whether the schedule of expenditures of federal awards is presented fairly;
- Understand, assess, and test the adequacy of internal controls for compliance with major programs; and
- Determine if the entity complied with applicable laws, regulations, and contracts or grants.

For single audits, the auditee is required to prepare financial statements reflecting its financial position, a schedule of federal award expenditures, and a summary of the status of prior audit findings and questioned costs. The auditee also is required to follow up and take appropriate corrective actions on new and previously issued but not yet addressed audit findings. The auditee must prepare a corrective action plan to address the new audit findings. 2 C.F.R. §§ 200.508, 200.510, 200.511.

Non-federal entities must have an audit conducted, either single or program-specific, of their financial statements and federal expenditures annually or biennially pursuant to 2 C.F.R. § 200.504. Non-federal entities must also follow the information submission requirements of 2 C.F.R. § 200.512, including submitting the audit information to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The audit information to be submitted include the data collection form described at 2 C.F.R. § 200.512(c) and Appendix X to 2 C.F.R. Part 200 as well as the reporting package described at 2 C.F.R. § 200.512(b).

The non-federal entity must retain one copy of the data collection form and one copy of the reporting package for three years from the date of submission to the Federal Audit Clearinghouse. 2 C.F.R. § 200.512; see also 2 C.F.R. § 200.517 (setting requirements for retention of documents by the auditor and access to audit records in the auditor's possession). FEMA, the DHS OIG, the GAO, and the pass-through entity (if applicable), as part of monitoring or as part of an audit, may review a non-federal entity's compliance with the single audit requirements. In cases of continued inability or unwillingness to have an audit conducted in compliance with 2 C.F.R. Part 200, Subpart F, FEMA and the pass-through entity, if applicable, are required to take appropriate remedial action under 2 C.F.R. § 200.339 for noncompliance, pursuant to 2 C.F.R. § 200.505.

9. Payment Information

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to recipients. Payment requests are submitted through FEMA GO.

10. Whole Community Preparedness

Preparedness is a shared responsibility that calls for the involvement of everyone—not just the government—in preparedness efforts. By working together, everyone can help keep the nation safe from harm and help keep it resilient when struck by hazards, such as natural disasters, acts of terrorism, and pandemics.

Whole Community includes:

- Individuals and families, including those with access and functional needs
- Businesses
- Faith-based and community organizations
- Nonprofit groups
- Schools and academia
- Media outlets
- All levels of government, including state, local, tribal, territorial, and federal partners

The phrase "Whole Community" often appears in preparedness materials, as it is one of the guiding principles. It means two things:

1. Involving people in the development of national preparedness documents.
2. Ensuring their roles and responsibilities are reflected in the content of the materials.

11. Appendix A – FY 2021 FP&S Program Updates

Appendix A contains a brief list of changes between FY 2020 and FY 2021 to the FP&S Program. Changes to the FY 2021 FP&S Program NOFO include:

- Under Applicant Eligibility Criteria
  - Added information on application submittal and Authorized Organization Representatives

- Under section E – Narrative Evaluation Criteria
  - Added information on FEMA's review of Narrative Statements
  - Added guidance regarding R&D Activity Fire Service Panel Evaluation Criteria
  - Reorganized R&D Activity Fire Service Panel Evaluation Criteria to include Potential Impact in advance of Implementation by Fire Service
  - Updated the weighted evaluation criteria for R&D Activity Early Career Investigator applicants, including a new Science Panel Evaluation criterion for Mentoring
  - R&D Activity Early Career Investigator applicants are required to submit a biosketch of the mentor and a signed letter of commitment from the mentor

- Under section F - Environmental Planning and Historic Preservation (EHP) Compliance
  - Examples of activities that require EHP review added

- Under Appendix B - Supporting Definitions
  - Updated definition of Human Subject

- Under Appendix B - FP&S Activity, Community Risk Reduction Category
  - Added guidance regarding smoke alarm installation
  - Added guidance regarding LED/electronic signs

- Under Appendix B - FP&S Activity, Code Enforcement/Awareness Category
  - Added pre-planning

- Under Appendix B - FP&S Activity, National/State/Regional Programs and Projects
  - Added guidance regarding IRB exemption determinations

- Under Appendix B - FP&S Activity, Ineligible Projects and Items
  - Clarified that remodeling/renovations to an existing facility is only eligible if limited to minor interior alterations costing less than $10,000
  - Included EMS equipment/supplies/vehicles, firefighter physicals, Research and Development, creation of new databases, projects requiring IRB approval to work with human subjects, fuel or vegetation removal/reduction on public land, and evacuation roads

- Under Appendix B - R&D Activities Overview
    - Absorbed the Dissemination and Implementation Research category into the Clinical Studies category

- Under Appendix B - R&D Activity, Ineligible Projects and Items
    - Included international travel to attend conferences or disseminate results, and projects to purchase stock in any entity

- Under Appendix C
    - Added additional information on allowability of costs under Grant Writer/Preparation Fees

12. Appendix B – Programmatic Information and Priorities

Appendix B contains details on FP&S Program information and priorities. Reviewing this information may help applicants make their application(s) more competitive.

a. Ineligible Applications and/or Organizations

Eligible applicants may apply for funding under both eligible activities (FP&S and R&D) but must complete separate applications for each eligible activity. Each application may be for up to three projects under that activity, however each project within an application must be presented separately as a free-standing proposal. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, FEMA will disqualify both applications.

Example 1
A community has a strategic goal of reducing the number of fires caused by the use of barbecue grills on the balconies of apartments. Attainment of this goal will be supported through two projects.

The applicant plans to:

- Launch a public education project; and
- Strengthen code enforcement activities.

Although both projects aim to reach the same goal, the projects are independent of one another and may be funded as such. Therefore, the public education items would be listed as one supporting project and the code enforcement items listed as the second supporting project.

Although both projects will be included in one application, the projects must be independent in that the completion of one project, or any tasks within that project, does not depend on the funding of the other project. Each project requires its own separate supporting budget and narrative statement explaining how accomplishing these independent projects will help achieve the overall goal.

Example 2
A community or organization may have more than one strategic goal depending on its audience or risk. For example, a national organization may have a goal to reduce firefighter fatalities through a national outreach project. It may also have a goal to implement an online training program. The organization would create one project for firefighter safety initiatives and a second project for the online training program. Both projects can be included in one application under the FP&S Activity.

If two or more of the following entities have different funding streams, personnel rosters, and EINs but share the same facilities, FEMA considers them as being separate organizations for the purposes of FY 2021 FP&S Program eligibility:

- Fire departments
- National, state, local, federally recognized tribal, and non-profit interest organizations

- Other non-profit organizations, such as academic (e.g. universities), public health, occupational health, and injury prevention institutions

If two or more organizations share facilities and each submits an application in the same activity (e.g., Community Risk Reduction, Wildfire Risk Reduction, Code Enforcement/Awareness, Fire & Arson Investigation, and National/State/Regional Programs and Projects), FEMA reserves the right to review all of those program area applications for eligibility. This determination is designed to avoid the duplication of benefits.

Examples of ineligible applications and/or organizations include:

- For-profit organizations, federal agencies, and individuals
- Fire departments that are a Federal Government entity, or contracted by the Federal Government, and are solely responsible under a formally recognized agreement for suppression of fires on federal installations or land
- Fire departments that are not independent entities but are part of, controlled by, or under the day-to-day operational command and control of a larger department, agency or AHJ
    - However, if a fire department is considered to be the same legal entity as a municipality or other governmental organization, and otherwise meets the eligibility criteria, that municipality or other governmental organization may apply on behalf of that fire department as long as the application clearly states that the fire department is considered part of the same legal entity
- Non-federal airport or port authority fire departments whose sole responsibility is the suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities
- If an applicant submits two or more applications for the same activity, both applications may be disqualified
    - This is different from when an entity is applying on behalf of other organizations that are agencies or instrumentalities of the applicant (e.g., multiple fire departments under the same county, city, borough, parish, or other municipality)
    - In that situation, the applicant may request similar or the same costs as long as the application clearly states which costs (including quantities) are for which agency/instrumentality
    - This is permissible even if that entity submits multiple applications across regional versus direct applications

b. Supporting Definitions for this NOFO

Authority Having Jurisdiction (AHJ) is that person or office charged with enforcing the NFPA codes (Per NFPA101-2015 Edition: Life Safety Code).

Career Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has

an all-paid force of firefighting personnel other than paid-on-call firefighters.

Combination Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has paid firefighting personnel and volunteer firefighting personnel. FEMA considers a fire department with firefighting personnel paid a stipend on a per-event basis, or paid on-call, to be a combination fire department.

Human Subject means a living individual about whom an investigator (whether professional or student) conducting research:

i. obtains information or biospecimens through intervention or interaction with a living individual, and uses, studies, or analyzes the information or biospecimens; or,
ii. obtains, uses, studies, analyzes, or generates identifiable private information or identifiable biospecimens.

Human subjects are a participant, either as a recipient of the test article or as a control. Human subjects may be a healthy individual or a patient.

Interest Organizations are national, regional, state, local, tribal, and non-profit entities that are recognized for their experience and expertise in fire prevention and safety programs.

Fire Department is an agency or organization that has a formally recognized arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, village or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Primary First Due is a geographic area surrounding a fire station in which a company from that station is projected to be first to arrive on the scene of an incident.

Research means a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge.

State is defined as any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Volunteer Fire Department, as defined in 15 U.S.C. § 2229, means a fire department that has an all-volunteer force of firefighting personnel.

c. Application Tips

The following information may be useful when preparing a competitive application:

- For the most competitive applications, select the local need(s) that most closely align with one or more FP&S Program funding priorities.
- Applications differ based on the applicant type. For example, the FP&S Activity application will be different from the R&D Activity application; the FP&S Activity application will be different for a fire department than an interest organization

applying for the same FP&S Activity. Be sure to select the appropriate applicant type when applying.

- When filling out the online application, applicants are required to provide basic demographic information regarding their organization and the community served and must provide detailed information regarding the items or activities for which they are seeking funding.
- When adding costs to the application, applicants must include total project costs (including both the federal and non-federal portion) to ensure that the cost share is correctly calculated.
- If awarded, the application request(s) may be modified during the award review process; if the awarded activities, Scope of Work, or amount(s) do not match the application as submitted, the grant recipient shall only be responsible for completing the activities actually funded. The grant recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

d. Restrictions on Uses of Award Funds

- Under the FP&S Activity, applications that request a Risk Assessment project are precluded from applying for, or being awarded, additional FP&S Activity projects.
- Firefighter overtime for fire suppression and operational activities are not allowable expenses but documented firefighter overtime costs to support awarded activities (such as smoke alarm installation) are allowable personnel expenses.
- Fire Safety Trailers are only eligible under regional projects.
- A project awarded under either the FP&S activity or the R&D Activity requires IRB review if it fits the definition for research and human subjects (definitions above).

e. Funding Priorities

FP&S Activity Overview

FEMA desires to provide flexibility to applicants to design innovative strategies and/or unique proposals that reach for a higher level of safety for the public with respect to fire and fire-related hazards. All proposals, as part of the vulnerability statement, will be evaluated on how well the applicant demonstrates the understanding of their actual community fire and safety risks. A community risk assessment should be used to document the "risk" as a basis for mitigation. If the applicant has evidence of a community risk, the application should be based on solving the problem that will reduce the risk. A risk analysis should be the foundation of the application.

FEMA encourages applicants designing fire prevention initiatives to utilize the "Fire is Everyone's Fight™" campaign from the United States Fire Administration (USFA). This program uses a wide range of resources to communicate the importance of taking action to protect ourselves and the people we love from the dangers of fire. "Fire is Everyone's Fight™" is designed to unite the fire service and many others in a collaborative effort to reduce home fire injuries, deaths, and property loss. It invites fire departments, safety advocates, community groups, schools, and others to rally behind a common and compelling theme. USFA and its partners will communicate and reinforce key lessons across many proven fire safety and prevention initiatives and programs. This initiative can be found at https://www.usfa.fema.gov/prevention/outreach/fief/.

1. **Comprehensive Fire and Life Safety Education Program**
   A comprehensive education program goes beyond awareness of risk factors. It is based on a plan that contains elements designed to result in knowledge gain, application of knowledge, and ultimately, behavior change based upon understanding and acceptance of new knowledge and skills. The five-step planning process, as developed by the USFA, is used for the design, implementation, and evaluation of comprehensive education programs. Important steps in the process include risk analysis, community partners, intervention strategy, implementation, and evaluation. An intervention strategy that incorporates multiple Es (Education, Engineering, and Enforcement) has the best chance of making a measurable difference.

   Note: More information on the five-step planning process can be found at www.usfa.fema.gov in the document titled "Public Fire Education Planning, a Five-Step Process" at https://www.usfa.fema.gov/downloads/pdf/publications/fa-219.pdf.

   EXAMPLE
   People learn best when information is presented simply, repeated often, sustained over a period of time, and practiced. This is especially true when educating children about fire and life safety. A comprehensive education program using a fire safety trailer might look like this:

   - **Risk Analysis:** The fire department uses local incident data to identify and prioritize the types of fires occurring in the community. The program planning team ensures appropriate educational messages are included to address the fire problems that are causing these incidents. They focus attention and resources in specific areas or neighborhoods where fire calls are most frequent.
   - **Community Partners:** The fire department reaches out to schools in the neighborhoods at highest risk of fire to schedule a safety trailer visit. They partner with classroom teachers, who work with the students ahead of time to prepare for the visit. The teacher introduces key fire safety concepts, along with vocabulary words the firefighters will use during the visit.
   - **Intervention Strategy:** The safety trailer is used as a hands-on tool for students to learn and practice what they know about fire safety. Lessons are tailored to the age and ability of the students. For example, the smoke feature is not used for a classroom of preschoolers, as this would frighten some of the children.
   - **Implementation:** The trailer visit is implemented as part of a three-part implementation strategy - before, during, and after. BEFORE the visit, teachers prepare students about what they will learn and do when the trailer visits their school. DURING the visit, firefighters explain key safety messages in simple terms and give students a chance to practice what to do. AFTER the visit, teachers talk with students about what they learned, and encourage them to test their smoke alarms and practice a home fire drill with their families. The teachers help identify families that do not have smoke alarms. When possible, the fire department follows up with these families to install smoke alarms in these homes and educate the parents and caregivers about fire

safety. Use of multiple Es might be appropriate lessons (Education) combined with free smoke alarm installation (Engineering) according to code requirements (Enforcement).

- **Evaluation:** With the teacher's help, the fire department conducts a follow up session with the students in class to review lessons learned and gauge sustained knowledge. Additionally, with assistance from the school, the fire department may send home a parent survey to determine how many homes installed smoke alarms, tested smoke alarms, and practiced a family fire drill since the visit. The fire department would then compare current local incident data with the data collected during the risk analysis to determine the impact of the program.

2. Category Priorities and Eligible Projects

The following tables list the eligible categories and priorities under the FP&S Activity.

i. Community Risk Reduction Category

Community Risk Reduction Category Program Priorities
According to data available to FEMA and the USFA, working smoke alarms and residential sprinklers greatly reduce the risk of fire casualties for the nation's residents. Therefore, under this category there are three distinct, but equal, priorities. • **Smoke Alarm Installations:** Programs that target a specific high-risk population to conduct both door-to-door smoke alarm installations and provide home safety inspections, as part of a comprehensive home fire safety campaign. The comprehensive home fire safety campaign must also include an educational program that is delivered to the occupant at the time of the installation and inspection. Installation may include combination smoke and carbon monoxide alarms. Further, additional consideration will be given to applicants who incorporate supplies for deaf/hard-of-hearing alarm installations as part of their comprehensive installation and education effort (hardwiring of deaf/hard-of-hearing smoke alarms is eligible). FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives. FEMA requires residential smoke alarms to be installed in all locations according to the most recent NFPA 72 National Fire Alarm and Signaling Code, 2019 Edition, Chapter 29.

Community Risk Reduction Category Program Priorities
• **Sprinkler Awareness:** Programs that include sprinkler awareness that affect the entire community in this effort, such as educating the public about sprinklers, promoting sprinklers, and demonstrating working models of sprinklers. Installation of sprinkler systems is only eligible if proposed as part of a sprinkler demonstration/educational effort. • **Risk Assessments**: Community-appropriate comprehensive risk assessments and risk reduction planning. WUI risk assessment projects should be applied for under this category. **Note:** Applications that request a risk assessment are precluded from applying for or being awarded additional projects.

Community Risk Reduction - Examples of Other Eligible Projects
• **Smoke Alarms:** Applicants who are unable to meet the above stated funding priority (door-to-door installations and home safety inspections) for this category are still eligible to apply for smoke alarms (or combination smoke and carbon monoxide [CO] alarms). This includes projects that encompass educational components that teach how smoke alarms work to provide early warning in case of a fire, while promoting the installation of smoke alarms and/or inspections to assure that previously installed smoke alarms are operational. Applicants who will not perform installation of the alarms should discuss in their Narrative Statement the methodology for ensuring that the alarms will be properly installed according to the most recent NFPA 72 National Fire Alarm and Signaling Code, 2019 Edition, Chapter 29. FEMA, through its FP&S Program, promotes the use of smoke alarms that are powered by non-removable, long-life batteries, and are enclosed within a tamper-resistant housing. Applicants who do not plan on using smoke alarms powered by non-removable, long-life batteries, and are not enclosed within a tamper-resistant housing, must address the rationale for using alternatives. • **Training:** Local or regional projects to educate or train personnel in the area of public education are eligible under this activity. • **General Prevention/Awareness:** Projects that include general prevention initiatives, including lock-box installation, CO detectors, address markers, cooking range technologies, etc., are eligible under this activity. • **Public Education:** National or local projects that promote the reduction of injury due to fire or other safety hazards are eligible under this activity. Projects may include burn prevention, media/public relations campaigns, injury prevention, or other community risk reductions that could be justified in the Narrative Statement. Educational props (educational tools), including fire extinguisher trainers, must be part of a comprehensive and detailed public safety education campaign.

Community Risk Reduction Examples of Other Eligible Projects
An LED/electronic sign is eligible if it is part of a comprehensive and detailed public safety education campaign. Only one LED/electronic sign is allowed per applicant and 75 percent of usage must be dedicated to the comprehensive/detailed public education campaign. Additional restrictions apply (for details see Section F.4.c.: Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Eligible items also include escape planning, model homes, safety trailers (for regional applications only) and curriculum delivery tools. Projects that will deliver training to the public in the area of automatic external defibrillators (AEDs), Cardio-Pulmonary Resuscitation (CPR), or age-appropriate fire extinguisher training will be considered. However, if the projects are for fire department operational staff, these projects should be requested under the AFG Program. • **Juvenile Fire Setter Projects:** Projects that are designed to mitigate the instances of fire set by children are eligible under this activity. Projects may have treatment and intervention components. The intervention components should be age appropriate.

ii. Wildfire Risk Reduction

Wildfire Risk Reduction - Program Priority
Education and awareness programs that protect lives, property, and natural resources from fire in the WUI (not forestry), including Community Wildfire Protection Plans (CWPP) or programs supporting fire adapted community initiatives, should be applied for under this activity. Fuel reduction demonstrations, in a targeted location as part of an awareness and education effort, are considered but additional restrictions apply (for details see Section F.4.c.: Environmental Planning and Historic Preservation (EHP) Compliance of this NOFO). Education and awareness programs should apply to the entire community such as educating the public about fire-related WUI risks, promoting fuel reduction, and may include a community Wood Chipper Program and/or External Home Sprinkler Kits. **Note:** WUI risk assessment projects should be applied for under the Community Risk Reduction, Risk Assessment Category.

Wildfire Risk Reduction - Examples of Other Eligible Projects
• External Home Sprinkler Kits - only eligible if proposed as part of a WUI education/awareness effort. • Wood Chipper Programs - only eligible if proposed as part of a WUI education/awareness effort. Wood Chipper Programs may include contract services for fuel reduction or removal (community wood chipper) or renting wood chippers plus salary and benefits for employees with dedicated community wood chipper duties. Wood Chippers may not be purchased through this grant program.

iii. Code Enforcement/Awareness Category

Code Enforcement/Awareness Category - Program Priority
Projects that focus on first time or reinstatement of code adoption and code enforcement, including WUI fire codes for communities with a WUI-wildfire risk. See the U.S. Fire Administration Wildland Urban Interface toolkit for additional information on WUI codes.

Code Enforcement/Awareness Category - Examples of Other Eligible Projects
• Assistance for the adoption or awareness of building codes • Support for conducting inspections or pre-planning (including personnel costs, software, supplies, and training assistance) • Promotion of code enforcement to improve engineering and/or enacting fire-related ordinances for new construction

iv. Fire & Arson Investigation Category

Fire & Arson Investigation Category - Program Priority
Projects that aim aggressively to investigate every fire.

Fire & Arson Investigation - Examples of Other Eligible Projects	
• Arson investigation trailers • Arson investigation equipment (including PPE) • Arson investigator training • Arson-related surveillance equipment	• Arson prevention training • Personnel costs • Educational materials • Media equipment

v. National/State/Regional Programs and Projects Category

National/State/Regional Programs and Projects - Program Priority
Projects that: • Focus on residential fire issues; • Focus on firefighter safety, health, and well-being by dissemination and implementation of programs, policies, or products from previous research studies that used rigorous scientific methods to determine effectiveness; or, • Develop new firefighter safety, health, and well-being projects that do not include a research component. Firefighter safety, health, and well-being projects should aim to measurably change firefighter behavior and decision-making. Projects involving human subjects must have an IRB review to determine if exemptions apply (for details see Section F.4.d.: Human Subjects Research of this NOFO). Unless otherwise directed by the FP&S Program Office, the IRB exemption determination letter must be provided prior to award.

National/State/Regional Programs and Projects - Program Priority
Applicants proposing to interface with government databases must explain how the systems will interface or data exchange will occur. The narrative must also explain how this effort will not duplicate existing databases or previously funded efforts. **Note:** Fire departments that wish to carry out internal, local, firefighter safety and well-being projects should apply under the AFG Program

3. Ineligible Projects and Items

The following table describes the projects and items that are **ineligible** under the FP&S Activity:

Ineligible Projects and Items for FP&S Activity	
• Educational props (e.g., tools that are used in educational or awareness demonstrations) that are not part of a comprehensive educational program, a planned educational effort, or lack description of these elements • Costumes and/or puppets that are not part of a comprehensive educational program • AED, CPR, or fire extinguisher training for operational staff • Fire hydrants/dry hydrants, supplies, labor, and installation costs • Weather/disaster notification devices (e.g., sirens) • Intruder alerting systems and deployment notification systems • Driver simulator training tools that are not part of a state or national education effort that leads to driver certifications compliant to NFPA 1002 or its equivalent • Sprinkler head caps • Development of administrative documents (e.g., Standard Operating Procedures, manuals) • Live animals • Firearms • Fire extinguisher training for children under 14 years old and adults over the age of 65	• Fire suppression or EMS equipment, supplies, and vehicles • Fire extinguishers • Firefighting training tools or equipment, PPE, fitness equipment, immunizations, or firefighter physicals (NOTE: PPE traditionally worn in fire suppression may also be appropriate for arson investigation when a risk for reignition exists, and is allowable under the Arson Investigation Category if justified in the Narrative Statement) • Installation of sprinkler systems that do not include an educational/ demonstration component • Suppression-related training including Firefighter I, Firefighter II, wildland firefighting, training exercises, or drills for suppression or disasters activities • Communication equipment, including portable radios or computer-aided dispatch (CAD) systems • Community projects that include the use of tot finder/child finder, seniors, or pet finder decals • Hydrant poles or markers • Fire-retardant house gel(s) • Alarm system and alarm system installation • Fire safety equipment (e.g., smoke alarms, CO detectors, surge protectors)

Ineligible Projects and Items for FP&S Activity	
• Equipment that is considered entertainment as opposed to educational tools that are part of a comprehensive program • Fire extinguisher training that is not part of a comprehensive prevention/education program • Vehicles (not including tow vehicles, which are limited to $6,000 per application) • Dollar amount for giveaways (plastic fire helmets, stickers, plastic badges, coloring books, etc.) is limited to $2,500 per project (or $5,000 for a regional project) • Inflatable bounce houses (this does not include houses with non-inflatable floors, commonly used in education programs) • Unmanned Aerial Vehicles (UAV), drones, or related costs • Fire Safety Trailers will only be eligible under regional projects • Research and development • Creation of new databases • Projects requiring IRB approval to work with human subjects	that does not adhere to a fire service recognized standard (e.g., non-UL, listed, ANSI fire safety equipment) • Equipment that has no intrinsic fire prevention or life safety education application • Command Center Packages on fire safety trailers • Prescribed burns • Fuel reduction equipment • Vegetation removal equipment • Fuel or vegetation removal/reduction on public land • Entertainment: electronics, events, etc. • Props (except as required for educational programs) • Robotics • Demonstration tugboats • Evacuation roads • Remodeling/renovations to an existing facility is only eligible if limited to minor interior alterations costing less than $10,000 • Other items or services that do not directly support the FP&S Program objectives

4. Regional Project

A regional project is an opportunity for an eligible FP&S Activity organization to act as a host and apply for funding on behalf of itself and any number of other participating FP&S Activity-eligible organizations. Regional activities should achieve cost effectiveness, support regional efficiency and resilience, and have a direct regional or local benefit to more than one local jurisdiction (county, parish, town, township, city, or village). Direct regional or local benefit means that other eligible organizations will receive a portion of the grant awarded funds, will receive items purchased with the grant funds, or share an item purchased with grant funds.

The community identification characteristic, the organizational status of the applicant, and the permanent resident population should be entered for the host entity, regardless of the composition of the participating partners.

Regional populations served are the aggregate of the geographically fixed areas of the host and participating partner organizations.

Neither the regional host nor any participating partner is prevented from also applying on behalf of their own organization for any FP&S Activity or R&D Activity project; however, it cannot be for the same item. For example, a department cannot apply for smoke alarms under its own organization and participate in a regional smoke alarm project.

In completing the application, the applicant must include a list of all participating organizations, including a point of contact and phone number for each organization that will directly benefit from the regional project if they receive the grant. The organizations that will benefit from the regional project may also apply for funding under the FP&S Activity as long as the organizations do not apply for a project or activity that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the organizations participating in this application have not received grants for similar items/activities.

In order to apply for a regional project, the host organization must agree, if awarded, to be responsible for all aspects of the grant. This includes but is not limited to cost share, accountability for the assets, and all reporting requirements in the regional application.

All participants of a regional application must be compliant with FP&S Program requirements, including being current with past grants, closeouts, and other reporting requirements. Upon notification by the FP&S Program Office, the host agency shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations. The host and the delinquent partners will be notified by the FP&S Program Office of their specific deficiency.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document signed by the host and all participating organizations participating in the award. The MOU must specify the individual and mutual responsibilities of the host and participating partners, the host's and participants' level of involvement in the project(s), the participating partners' EINs, and the proposed distribution of all grant-funded assets or contracted services. Any entity named in the application as benefiting from the award must be an eligible FP&S Program organization and must be a party to the MOU or equivalent document. **Copies of the MOU or equivalent document should be submitted as an attachment in the application.**

R&D Activity Overview

The goal of the R&D Activity is to reduce firefighter line-of-duty fatalities and injuries through research to improve firefighter safety, health, or well-being.

In November 2015, the National Fallen Firefighters' Foundation (NFFF) hosted the third National Fire Service Research Agenda Symposium (RAS) to update the agenda with current priorities. A copy of the research agenda is available on the NFFF Website at http://www.everyonegoeshome.com/resources/research-symposium-reports.

Projects that meet the intent of this research agenda with respect to firefighter health and safety, as identified by the NFFF working group, will be given consideration. However, the applicant is not limited to these specific projects. All proposed projects, regardless of whether they have been identified by this working group, will be evaluated.

1. **R&D Activity Project Eligibility Information**
   Applicants are strongly encouraged to seek partnerships with the fire service that will support the ongoing project efforts from design through dissemination and implementation. It would be appropriate for most applications to include one or more local or regional fire departments and one or more national level fire-related organizations.

   Because the R&D Activity aims to improve the safety, health, or well-being of firefighters, having strong partnerships with the fire service is essential to the likely relevance and effectiveness of the project. Letters of commitment to actively participate in the project from the fire service are encouraged and may be inserted in the Appendix Section of the application for funding.

   Cost effectiveness analysis is encouraged in all research projects. The World Health Organization's Guide to Cost-Effectiveness Analysis provides information on how to evaluate and utilize cost-effectiveness analysis.

   Ultimately, the use of cost effectiveness results will be based on the overall study being successful and finding that firefighter safety, health, or well-being was improved by the program, policy, or product.

   All proposed projects under the R&D Activity must address the potential for improvement in firefighter safety, health, or well-being both in the short term and long term.

   Proposed projects must address the potential for a successful research outcome to be disseminated and implemented in the fire service and reduce firefighter fatalities or injuries.

   The following are descriptions of five R&D Activity categories. These categories are not listed in order of importance. This is not intended to be an all-inclusive list of projects that will be considered. Applicants may also find the list of previously funded R&D Activity projects on the FP&S Program Website: https://www.fema.gov/grants/preparedness/firefighters/safety-awards#awards.

   i. **Clinical Studies Category**
      The R&D Clinical Studies category includes projects that address behavioral, social science, and cultural research as well as physiological and medical research activities.

Such studies must address the relevant aspects of reducing fatal and non-fatal injuries among firefighters and, where possible, have rigorous design that permits attribution of results to the intervention.

In addition to being relevant and rigorous, each study should target the appropriate level of investigation based on the state of the science.

At the most basic level, the study might be foundational, investigating the underlying risk and protective factors associated with certain injury outcomes. These may include the following:

- Individual level characteristics;
- Departmental/organizational policies;
- Firefighter behavioral practices and norms; and,
- Environmental factors.

Where evidence exists to progress to more applied research, the study should emphasize intervention development and testing for effectiveness, including in the field setting. For instance, if certain tests in clinical care settings are known to identify those at risk for cardiovascular events, then the study may focus on modification, if necessary, and implementation of such tests in fire service settings. To ensure study rigor, the study's design would use a randomized control trial, with comparison to usual care. Inclusion of a cost-effectiveness analysis is strongly encouraged.

Where the effectiveness of an intervention has been established in the field setting, the final level of study aims to facilitate adoption of the research results in the fire service by conducting dissemination and implementation research. Such a study may investigate the impact of strategies for widespread implementation with fidelity. Credible evidence of effectiveness is defined as positive results from systematic and rigorous study, and the absence of negative results or side effects.

ii. Technology and Product Development

The Technology and Product Development category includes projects that result in outcomes that can enhance safety of firefighter activities. Firefighter safety can be improved through greater understanding of fire phenomena inside and outside structures, and the development of products to enhance firefighter situational awareness and effectiveness. Projects can develop new technology or adapt existing products and technology to new uses.

Projects shall address the safety of firefighters for all types of responses including residential, commercial, industrial, and wildland fires. Technology and product development projects can address fire and firefighting hazards by making use of technology transfer opportunities in which existing technologies can be adapted to enhance firefighter safety.

As the intention of the R&D Activity is to deliver outcomes that are likely to be implemented nationally by the fire service, inclusion of a cost-effectiveness analysis is encouraged.

Technology and product development projects need to assess the ultimate practicality of deployment and use of the results by the fire service. In making a selection of local fire department and national fire service organization partners, consideration should be given to the capabilities of the partners to assist in the evaluation of the project outcomes.

iii. Database System Development

Database systems are used for the systematic collection of information that aims to determine the predictors and correlation for incidents pertaining to fatal and non-fatal injuries. Focus of the data collection may include but is not limited to:

- Firefighter demographic and health factors (e.g., age, blood pressure);
- Firefighter employment factors (e.g., shift, volunteer, training);
- Firefighter safety behaviors (e.g., seat belt use, hydration);
- Firefighting equipment;
- PPE;
- Departmental/organizational safety policies and practices;
- Cultural or social norms regarding injury prevention practices;
- Community-based resources (e.g., hospitals, communication systems); and,
- Environmental factors such as local building structures and types of building materials.

Applications may, for instance, focus on the design and feasibility of a new database system, expand variables and/or data collection methods, seek to build upon an existing database system, or move from a local level database system to a broader state or regional system.

Applicants proposing to interface with government databases must explain how the systems will interface or data exchange will occur. The narrative must also explain how this effort will not duplicate existing databases or previously funded efforts.

iv. Preliminary Studies

Project ideas may require information, evidence, experimentation, and study in order to justify a larger and complete project that can impact firefighter safety, health, or well-being. Preliminary studies of one-year duration may be proposed to obtain a sufficient amount of evidence to justify a future larger study.

Preliminary studies, while narrower in scope, must have the same high levels of scientific rigor and relevance to the fire service as studies in other R&D Activity categories. The successful completion of a preliminary study does not result in

special priority for the larger follow-on proposal submitted in a subsequent application period. The level of funding requested should be proportionate to the limited goal and purpose of the preliminary effort.

v. Early Career Investigator

This project category is intended to promote the development of PIs engaged in research to improving firefighter safety, health, and well-being. This category is reserved for projects led by a PI who received a doctoral or equivalent advanced level research degree within five years of the opening date of the application period. Projects that are affiliated with larger ongoing fire service research efforts are encouraged. The applicant's institution must be the sponsoring institution, as individuals are not eligible to receive an award under this program. All proposed projects must also have at least one fire service partner. As noted earlier in this NOFO, these projects are limited to a maximum $200,000 federal share per project year.

vi. Special Emphasis Topics

The following considerations are not scored but may impact the evaluation of the application as a whole. This information may be used by application reviewers or by FEMA during technical review prior to making final funding decisions.

1. **Behavioral Health.** To address firefighters' concerns with post-traumatic stress, depression, suicide, and related issues, and because resiliency intervention studies have demonstrated effectiveness with firefighters and other first responders, the FP&S Program Office encourages proposals for behavioral health projects.

2. **Occupational Health.** In the course of responding to fire and other emergencies, firefighters routinely work in an environment where they are exposed to chemical and physical hazards. Initial research shows that these exposures are linked with disease outcomes in areas of cancer, cardiovascular, and reproductive health. Proposals are encouraged to understand contributions of biological, genetic, physiological, behavioral, psychological and sociological factors, and to develop and test interventions, procedures and products for efficacy and effectiveness. Priority is given to studies that include under-researched populations, those with higher risks, and those with unique exposures.

3. **Wildland and WUI.** In recent years, there has been an increase in the frequency of large, uncontrollable wildland fires including those that impact communities in the WUI. The physical demands and fire environment, as well as the tactics and equipment associated with wildland firefighting differ from structural firefighting. Research directed at mitigating the safety and health hazards associated with wildland firefighting is encouraged. Firefighter safety, health, and well-being research issues include vehicle crashes, acute exposures, respiratory protection, PPE requirements, communications,

physical fitness, and wildland fire incident modeling. Proposals are encouraged to improve wildland firefighter safety, health, and well-being through applicable technology and product development and behavioral, clinical, and social research.

3. Ineligible Projects and Items

The following tables describe projects and items that are ineligible under the R&D Activity.

R&D Activity Ineligible Projects and Items	
• Projects that focus primarily on curriculum development and delivery of education or training materials • A descriptive study about the fire service or any study without reduced firefighter injury or enhanced firefighter safety aims • Projects that emphasize funding for service delivery	• Projects with local emphasis and little or no indication of application to the broader fire service • Applications that include violations of intellectual property • International travel to attend conferences or disseminate results • Projects to purchase stock in any entity

13. Appendix C – Award Administration Information

Appendix C contains detailed information on FP&S Program Award Administration. Reviewing this information may help recipients in the programmatic and financial administration of their award(s)

a. Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS Office of Inspector General (OIG) Hotline at (800) 323-8603, by fax at (202) 254-4297, or email HOTLINE@oig.dhs.gov.

b. *Economic Hardship Waivers of Cost Share and MOE*

In cases of demonstrated economic hardship, and upon the request of the recipient, the FEMA Administrator may waive or reduce an FP&S Program cost share or MOE requirement for certain recipients (15 U.S.C. § 2229(k)(4)(A)). As required by statute, the FEMA Administrator established guidelines for determining what constitutes economic hardship and published these guidelines Information Bulletin No. 427. The Assistant Administrator of Grant Programs, on behalf of the FEMA Administrator, will have the final authority to make determinations as to whether a request for an Economic Hardship Waiver will be granted.

FP&S Activity fire department applicants must indicate at the time of application whether they are requesting a waiver and whether the waiver is for the cost share requirement, for the MOE requirement, or both. The applicant is required to submit documentation supporting their request for an Economic Hardship Waiver at the time of the application by attaching the supporting document to the grant application.

To receive an Economic Hardship Waiver the applicant must address the specific conditions as well as format the waiver request submission as specified in Section III – Guidance, Part D: Eligibility – Demonstrating Economic Hardship of Information Bulletin No. 427.

Failure to provide documentation at the time of application or address the conditions or following the prescribed format in Information Bulletin No. 427 will result in a denial of the waiver.

c. Grant Writer/Preparation Fees

Fees for grant writers may be included as a pre-award expenditure. For grant writer fees to be eligible as a pre-award expenditure, the services must be competitively sourced, specifically identified, and listed within the "Grant Request Details" section of the application and must satisfy the requirements under 2 C.F.R. § 200.458. FEMA will only consider reimbursements for application preparation, not administration, up to $1,500 per annum. The allowability of grant writer fees as a pre-award expenditure must be paid between the publication date of this NOFO and up to 30 calendar days after the application period closes. In order for grant writer fees held either on retainer or subscription basis to be an eligible pre-award cost, the claimed retainer or subscription must have been competitively secured, and the costs are limited to

the start of the appropriation period for the underlying award and meet the requirements under 2 C.F.R. § 200.458. Fees payable on a contingency basis are not an eligible expense.

Pursuant to 2 C.F.R. Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally-funded grants or contracts. Recipients must verify that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 C.F.R. § 180.300.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization, and that regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA. These actions include but are not limited to the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the DHS OIG.

The following documentation shall be provided to FEMA upon request:

i. A copy of the grant writer's contract for services;
ii. A copy of the invoice or purchase order;
iii. A copy of the canceled check (front and back); and
iv. Evidence that the services were competitively procured.

Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

Note: FEMA requires that all applicants identify the following as "Application Participants" in the "Contact Information" section of the application: Any individual or organization that assisted with the development, preparation, or review of the application to include drafting or writing the narrative and budget; whether that person, entity, or agent is compensated or not; and whether the assistance took place prior to submitting the application.

d. Maintenance and Sustainment

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible maintenance and sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with FP&S Program funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period of performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

e. Taxes, Fees, Levies, and Assessments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and are directly related to any eligible FP&S Program acquisition activity may be charged to an FP&S Program award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the FP&S Program application narrative, as well as the "Grant Request Details" section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent) or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible FP&S Program acquisition activity, are not chargeable to any FP&S Program award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees*, but only if the eligible organization submits an exemption or waiver request to the FCC.

**Government entities are not required to pay FCC regulatory fees. Nonprofit entities (exempt under Section 501 of the Internal Revenue Code) may also be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC, a valid Internal Revenue Service Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit http://www.fcc.gov.*

f. Excess Funds

After completing the initial project(s) proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of under-budget acquisition activities or competitive procurement processes.

These excess funds may be utilized to address an organization's local needs or to mitigate identified capability gaps. FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need. An amendment request must be submitted to document the expenditure of excess funds. As a reminder, all costs must be incurred and all goods and services must be delivered or completed within the period of performance in order to be allowable.

g. Payments and Amendments

FEMA uses the Direct Deposit/Electronic Funds Transfer method of payment to recipients.

FP&S Program payment/drawdown requests are generated using FEMA GO. FP&S Program payment/drawdown requests from state or local government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements. Recipients should not expend funds until all special conditions listed on the grant award document have been met, including completion of EHP review, and the request for payment in FEMA GO has been approved. Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Non-federal entities should keep detailed records of all transactions involving the grant. FEMA may at any time request copies of any relevant documentation and records, including purchasing documentation along with copies of canceled checks for verification. See, e.g., 2 C.F.R. §§ 200.318(i), 200.334, 200.337.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of funds and disbursement by the recipient (not to exceed 30 days), and the financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200. The recipient shall include all applicable source documentation such as invoice(s), purchase orders, contracts, etc., to support the costs associated with the advance FP&S Program payment/drawdown request. EHP review requirements must be met prior to advanced payments.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal laws in effect at the time a grant is awarded to the recipient.

Governing interest requirements include the Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. Part 200 and the Cash

Management Improvement Act (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes. For the rate to use in calculating interest, please visit Treasury Current Value rate at https://www.fiscal.treasury.gov/fsreports/rpt/cvfr/cvfr_home.htm.

Reimbursement
Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 C.F.R. Part 205, if applicable, the recipient shall maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds. As a prerequisite of FP&S Program approval for reimbursement requests, recipients shall submit all applicable source documentation, such as timecards, contracts, invoices, purchase orders, proof of payment (e.g., canceled checks, bank statements, electronic funds transfers) to support the costs associated with each payment/drawdown request

Rebates
Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with 2 C.F.R. § 200.305. The reduction of federal financial participation via rebates/refunds may generate excess funds for the recipient if the recipient previously obligated their Cost Share match based upon the original award figures. If the recipient previously obligated their original cost share prior to the rebate, then the recipient may have minimum excess funds equal to the difference between the original cost share less the rebate-adjusted cost share.

Payment Requests During Closeout
A recipient may only submit reimbursement payment requests up to 120 calendar days after the expiration of the period of performance, during an award's closeout reconciliation per 2 C.F.R. § 200.344. Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated and received during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance. FEMA may request documentation supporting the reimbursement for review at any time.

Amendments
FEMA may approve FP&S Program award amendments on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work;
- Changes to the activity or mission, retroactive approval, closeout issues, and some excess funds requests; and/or,
- Budget changes (adding funds to award/non-closeout deobligation of funds).

FEMA will only consider amendments submitted via FEMA GO. These requests must contain specific and compelling justifications for the requested change. Amendments or changes to the scope of work may require additional EHP review. FEMA strongly encourages recipients to expend grant funds in a timely manner, to be consistent with FP&S Program goals and objectives.

Note: a recipient may deobligate (e.g., return) unused funds (e.g., those remaining funds previously drawn down via payment request and/or remaining award funding that was never requested) to DHS/FEMA prior to the end of an award's period of performance. To exercise this option, a recipient must submit an amendment via FEMA GO and state in the amendment that the unliquidated funds (e.g., the funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate in the amendment that it understands that the returned funds will be deobligated and unavailable for any future award expenses. Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's cost share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before FEMA processes the deobligation request.

h. Disposition of Grant Funded Equipment

A recipient must use, manage, and dispose of FP&S Program-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of state governments, when original or replacement equipment acquired under an FP&S Program award is no longer needed for the original project, program, or other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting the FP&S Program Help Desk prior to the disposition of FP&S Program-funded equipment.

Agenda Item No. II-11

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: American Association of Retired Persons Grant Application for a Safety Fence at Seneca Park (District IV)

INITIATED BY: City Manager's Office

AGENDA: Consent

Recommendation: Authorize the grant submission.

Background: The American Association of Retired Persons (AARP) Community Challenge provides small grants to fund quick-action projects that can help communities become more livable for people of all ages. This year, applications will be accepted for projects to improve public spaces, housing, transportation, and civic engagement; support diversity, equity, and inclusion; build engagement for programs under new federal laws; and pursue innovative ideas that support people aged 50 or older.

Analysis: Due to the heavy traffic on Seneca and due to the pickle ball courts and playground that seniors and grandchildren frequent at this park. There have been multiple requests from citizens asking for a safety fence in Seneca Park, 202 S. Seneca.

Financial Considerations: Upon requesting a fence from the Park & Recreation Department, a vendor submitted an estimate from an approved City vendor for placing a fence along the west side of the park. The estimate is for $9,581, and the grant amount is for $10,500 allowing for materials and labor increases. The AARP grant will provide full funding, no match is required.

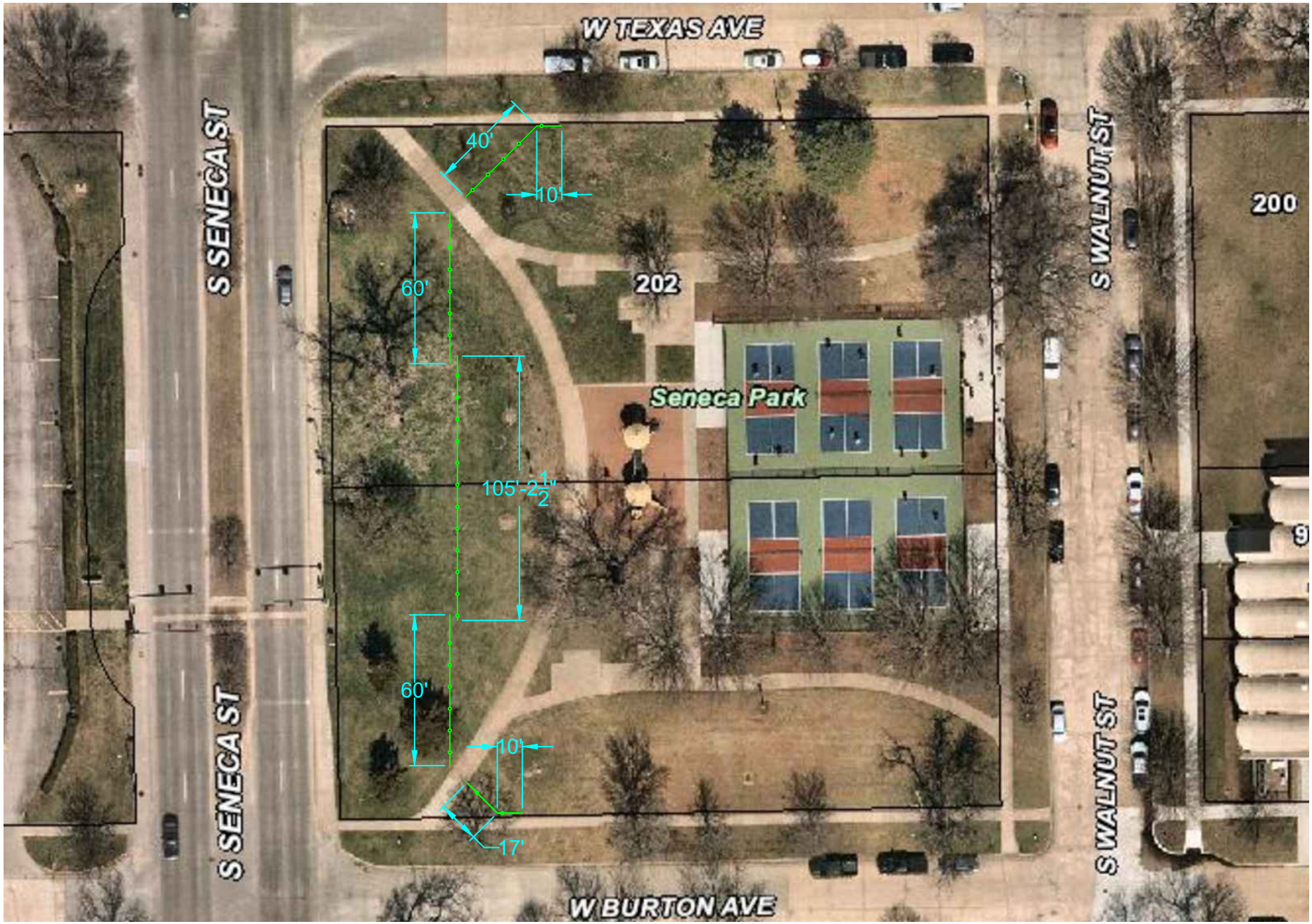
Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council authorize the grant submission.

Attachment(s): Estimate and layout of safety fence at Seneca Park

SENECA PARK BARRIER FENCE

282' Lineal Feet of 4' Black Vinyl



AMERICAN FENCE COMPANY
Securing America Since 1948

2909 S. West Street, Wichita, KS 67217
(T) 316-945-5001 (F) 316-945-2440

From the desk of:
Bob Stuhlsatz

Date: January 27, 2022

TO: **City of Wichita**

PROJECT: **Seneca Park**

Please accept this letter as written confirmation of our bid for the above referenced project. **SALES TAX IS NOT INCLUDED**.

BASE BID: **$9,581.00**

- Install approximately 302' of 4' tall black PVC coated chain link.
- Using the following material:
  - 2 3/8" SP-40 black PVC coated line posts
    - 10' O.C. spacing.
  - 2-7/8" SP-40 black PVC coated terminal posts.
  - 1-5/8" SP-40 black PVC coated top rail.
  - 4' tall 9 core/8 finish fuse bonded black PVC coated chain link KK.

EXCLUSIONS:

- **Damage to private underground utilities not marked by Kansas One Call.**
- **Electrical and Conduit work**
- **Damage to underground sprinkler or drainage systems.**
- **Signage.**
- **Pipe bollards.**
- **Installation of manual lift gate.**
- **Installation of privacy slats in the fence lines, only the double gates will receive privacy slats.**
- **Jackhammering postholes into asphalt.**
- **Coredrilling postholes into concrete.**
- **Seeding or sodding of fence line.**
- **Hand digging postholes due to underground utilities will be an additional charge.**
- **Hydro Vac digging of post holes.**
- **Permits.**
- **Clearing, grubbing or grading of the fence lines.**
- **Concrete works other than setting posts.**
- **Staking or surveying of fence lines.**

- **Unknown hard digging conditions (existing foundation below ground, buried debris, rock, etc.)**
- **Concrete mow strip below fence line.**
- **Grounding of fence line.**
- **Dirt removal from postholes (spoils).**

The amounts and terms listed herein are guaranteed for a period of 7 days from the date of this letter.

American Fence will expect payment promptly (within 7 days) from our customer upon its receipt from the owner. American Fence will not indemnify, through contract language, acts of others it does not directly control.

If you have any questions, please do not hesitate to call upon the undersigned. We do appreciate the opportunity to submit a bid on this project.

Sincerely,

Bob Stuhlsatz
Industrial and commercial estimator
American Fence Company, Inc.

_____

Agenda Item No. II-12

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of $78,500 as a full settlement of the claim, and adopt the bonding resolution.

Background: This claim arises from a motor vehicle accident involving a Wichita Police Department vehicle on October 4, 2020.

Analysis: The claimant has offered to accept a lump sum payment of $78,500 as full settlement of all of the claimant's claims against the City of Wichita. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is available from the City's Self Insurance Fund. The Finance Department is directed to make any budget adjustments required and to issue any General Obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of $78,500. The bonding resolution has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize payment of $78,500 as full settlement of all possible claims arising out of the event, which is the subject of this claim and adopt the bonding resolution.

Attachment: Bonding resolution.

RESOLUTION NO. 22-096

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO FUND A CIVIL LITIGATION SETTLEMENT.

WHEREAS, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to a motor vehicle accident involving a Wichita Police Department vehicle on October 4, 2020, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq*. to pay a settlement in the amount of $78,500.00 and related expenses (the “Settlement”); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

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

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

Brandon J. Whipple, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-13

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: College Hill Park Easement Agreement with 240 South Circle Drive (District I)

INITIATED BY: Real Estate Services

AGENDA: Consent

Recommendation: Approve the easement agreement.

Background: The property at 240 South Circle Drive is a single-family residence adjacent to City-owned land at College Hill Park. The driveway, fencing and property landscaping are located on park property. This was first recognized in 1991 and an agreement allowing the encroachment was approved. The agreement did not allow assignment of the agreement so when the property sold in 1995, another agreement was executed and approved. The property is selling again, and the owner requested a new agreement. The Park Board reviewed and approved the encroachment easement agreement at the March 14, 2022, Park Board Meeting.

Analysis: Park improvements are not affected by the improvements within the encroachment area. The proposed agreement will allow the agreement to be assigned to new owners if the property is sold. The agreement is also cancellable by the City should the improvements of 240 South Circle Drive be vacated for an extended period of time or if they are destroyed.

Financial Considerations: There is no cost associated with this action.

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

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

Attachments: Easement agreement and aerial map.

Encroachment Area

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

1: 1,200

EASEMENT AGREEMENT

THIS AGREEMENT (**"Agreement"**) is made and entered into as of the _____ day of _____, 2022, by City of Wichita, Kansas, a municipal corporation (**"Grantor"**) and John D. Morrison and Shellee K. Morrison, husband and wife (**"Grantee"**) and their heirs, successors, tenants, employees, licensees, invitees, grantees and assigns.

WHEREAS, Grantee owns real property located in Wichita, County of Sedgwick, Kansas, more particularly described as: the West 140 feet of Lots 13 and 14 in Hartford's Subdivision of Robertson's Subdivision in the City of Wichita, Sedgwick County Kansas (**"Grantee's Property"**), and the improvements thereon, and

WHEREAS, Grantor owns the West 140 feet of Lot 15 in Hartford's Subdivision of Robertson's Subdivision in the City of Wichita, Sedgwick County Kansas (**"Grantor's Property"**) and grants to Grantee and its affiliates the right to have certain improvements on the Grantor's Property (**"Encroachments"**) and over and on a portion of the Grantor's Property, and

WHEREAS, Grantor desires to grant for the benefit of Grantee and its successors and assigns an easement for the construction, maintenance and use of the Encroachments on, over and upon Grantor Property.

NOW, THEREFORE, in consideration of the foregoing and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee and Grantor for themselves and their respective successors and assigns, state as follows:

1. Declaration of Easement. Grantor, for itself as owner of the Grantor's Property and its successors and assigns, hereby grants and conveys to the Grantee a perpetual exclusive easement, as an appurtenance to the Grantee's Property over the Grantor's Property for the construction, maintenance, and use of the Encroachments.

2. Consent to Attachment. Grantor hereby consents to the attachment of the Encroachments to the Grantor's Property, provided the manner of attachment shall be in accordance with good construction practice, in the manner customary for improvements of such type, and if modified, so as not to impose an unreasonable burden on the Grantor's Property. Grantee shall comply with all applicable building codes and permitting processes. The Encroachments shall consist of only improvements for driveway access, parking of automobiles, wrought iron fence, landscaping, and retaining wall.

3. Destruction. In the event the Encroachments are destroyed by fire or other casualty, or otherwise require repair or replacement, Grantee may rebuild and repair the Encroachments without any further consent, except such consents as may be customarily required by a governmental authority.

4. Removal of Encroachments. If Grantee should ever cause the Encroachments or any part thereof to be permanently removed, Grantee shall, at its cost and expense, cause the Grantor's Property to be restored to a condition suitable without the Encroachments. Upon such removal and repair, this Agreement shall automatically terminate and become null and void.

5. Maintenance of Encroachments. Grantee shall, at all times during the term of this Agreement, maintain the Encroachments in good repair and condition, at his/her sole expense.

6. Benefits and Duration. The easement granted in this Agreement is perpetual and unless and until terminated, amended or revoked by the filing of a written and duly executed termination, amendment or release of easement, as applicable, in the Register of Deeds for Sedgwick County, and shall run with the land and shall bind Grantee and Grantor, and their respective heirs, successors and assigns in ownership, for so long as, and to the extent such persons or entities own any interest in the Grantee's Property and the Grantor's Property, as applicable. Notwithstanding the foregoing, this Agreement shall automatically terminate in either of the following instances:

(i) (a) Unless the process described in (ii) below is carried out, the improvements located on Grantee's Property cease to be occupied as a residence for twelve (12) consecutive months; b) Grantor delivers written notice to Grantee after those twelve (12) months that it intends to terminate the Easement if it is not occupied within ninety (90) days after such notice; and (c) the Property is not timely occupied as a residence after such notice. or

(ii) The residence on the Grantee's Property is destroyed and cannot be economically repaired, but only after Grantor and Grantee, after making good faith efforts for ninety (90) days after destruction, fail to mutually reach agreement for replacement of the Encroachments in the same or better quality and design, including landscaping, in a manner that compliments the adjoining property of Grantor. If such an agreement is not mutually reached, this Agreement shall terminate upon the earlier of twelve (12) months from the date of destruction or the date which a replacement residence without the Encroachments is first occupied.

7. Indemnity. Grantee agrees to indemnify and hold harmless Grantor from any and all claims resulting from Grantee's use and occupancy of the Encroachments and the easement granted in this Agreement, including but not limited to the failure of the Encroachments, increased cost that may arise from the necessity of construction or repair of public facilities that is caused by the presence of the Encroachments, and the cost of repair or replacement of the Encroachments.

8. Governing Law. This Agreement shall be governed by the laws of the State of Kansas.

9. Enforceability. The unenforceability of any provision of this Agreement shall not render the remaining provisions hereof unenforceable or void.

IN WITNESS WHEREOF, Grantor and Grantee have executed and delivered this Agreement as of the day and year first above written.

Signatures appear on next page

Signature Page to Easement Agreement

Grantor
City of Wichita, Kansas

By:_____
Brandon J. Whipple, Mayor

Grantee

By: John D Morrison
John D. Morrison

By: Shellee K Morrison
Shellee K. Morrison

ATTEST:

By:_____
Karen Sublett, City Clerk

ACKNOWLEDGEMENTS TO EASEMENT AGREEMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this _____ day of _____, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Brandon J. Whipple as Mayor of the City of Wichita, Kansas, a Municipal Corporation and Karen Sublett as City Clerk of the City of Wichita, Kansas, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

_____
Notary Public

(My Appointment Expires: _____)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 11 day of February, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John D. Morrison and Shellee K. Morrison, husband and wife, personally known to me to be the same persons who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

2/9/22

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

Notary Public

(My Appointment Expires: 11/27/2023)

LYNZI BOYLE
Notary Public - State of Kansas
My Appt. Expires 11/27/2023

Approved as to form:

By:
Jennifer Magana, City Attorney and Director of Law

2/9/22

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Surplus of City-owned Property at 724 East Osie (District III)

INITIATED BY: Real Estate Services

AGENDA: Consent

Recommendation: Declare the property as surplus.

Background: In 2006, the City of Wichita acquired the property at 724 East Osie for soil and groundwater contamination remediation within the Gilbert and Mosley Remediation Project area. In February 2022, Environmental Health concluded its remediation activities at this site. The 30,293 square-foot site is improved with an 8,150 square-foot warehouse. There are no longer utilities to the site. Neighboring property owners have expressed an interest in the property. The property has been offered internally to City departments and no use was identified.

Analysis: The Real Estate Services division requests permission to declare the property as surplus and available for sale with an Environmental Use Control (EUC) in place. Upon approval of the declaration of surplus, Real Estate Services will market the property on the City's website and advertise its availability to the Wichita commercial brokerage community together with all neighboring property owners. If an acceptable offer is received, it will be presented for approval. Any sale will be subject to required environmental easements and restrictions set forth by the Kansas Department of Health and Environment (KDHE).

Financial Considerations: The City will receive cash consideration for the sale of the property. Proceeds net of fees and costs will be reimbursed to the Gilbert Mosley Tax Increment Financing (TIF) fund. Additionally, the sale of the property to a private party will place additional value into the tax base and relieve the City of the cost of maintenance.

Legal Considerations: Any agreement for sale will be provided to Law to be reviewed as to form.

Recommendation/Action: It is recommended that the City Council declare the property as surplus and designate it as available for sale to the general public.

Attachment: Aerial map

724 East Osie

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

1: 1,200

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: HOME Program Housing Development Loan Program Funding for Wichita Habitat for Humanity, Inc.; 1741 N. Lorraine and 1051 N. Poplar (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Investment Partnerships Program funding allocation of $72,000, approve the funding agreement, and authorize the necessary signatures.

Background: On May 4, 2021, the City Council approved final allocations from the 2021-2022 Annual Action Plan, which included $662,452 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The funding is to be utilized within the boundaries of the City's Redevelopment Incentives Area, Neighborhood Revitalization Area or Local Investment Areas. Requests for funding are received on an open application basis. On December 30, 2021, the Housing and Community Services Department opened applications for HDLP funding, including current year funding, as well as unallocated prior year funding available due to the receipt of program income, for rental and homeownership projects.

Analysis: HOME funds have been essential for the development of housing that is affordable for owner-occupant homebuyers in the City's targeted areas who meet income guidelines. The lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition and construction from the sales price. HOME funds are made available for the construction of single-family homes in the form of a development subsidy loan to offset acquisition, development and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $110,000, depending on the level of finish. All homes constructed with HOME funding provided through the HDLP must be sold to income-eligible owner occupant homebuyers who receive HOME-funded down payment assistance loans.

Wichita Habitat for Humanity, Inc., has requested a total of $72,000 in HDLP funding for construction of two single-family homes at 1741 N. Lorraine and 1051 N. Poplar. Staff recommends funding the requested amount.

The HOME program requires an environmental review before construction can begin. Environmental review conditions for houses to be constructed at the proposed locations require installation of radon systems and construction to the Energy Star standard, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increasing the subsidy that is required in order to develop new single-family housing.

The proposed project is consistent with the City's Comprehensive Housing Policy, specifically, the components related to affordability, availability, and neighborhood stability. The project to be undertaken

will also be in accordance with the departmental goal to increase the supply of housing in order to maintain affordability for residents earning 80 percent or less of the area median income. The area median income for a family of four is currently $75,813.

Financial Considerations: There is no impact to the General Fund. City HOME funding in the total amount of $72,000 is provided in the form of a zero-interest, forgivable development subsidy loan. The total project cost, including public and private funding for the development of the two single-family homes is estimated to be $356,318.24, which includes site acquisition, construction costs, project soft costs, permit fees, site improvements, and the developer's fees.

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

Recommendations/Actions: It is recommended that the City Council approve the HOME Investment Partnerships Program funding allocation of $72,000, approve the funding agreement, and authorize the necessary signatures.

Attachment: Funding Agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.

HOME Investment Partnerships
Program

2018
Housing Development Loan Program Funding

1741 N. Lorraine
1051 N. Poplar

Housing and Community Services Department
City of Wichita
455 N. Main, 10th Floor
Wichita, Kansas 67202
Phone (316) 462-3700

Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated April 5, 2022 and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Wichita Habitat for Humanity, Inc. (hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change

substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by August 31, 2023, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid

of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

C. 24 CFR Part 75 Requirements: Employment and Training: to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, the Developer will ensure that employment and training opportunities arising in connection with this project are provided to Section 3 workers within the Wichita-Sedgwick County metropolitan area. Where feasible, priority for the opportunities and training described herein should be given to Section 3 workers residing within the service area or neighborhood of this project, and participants of Youthbuild programs.

Also, to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the Wichita-Sedgwick County metropolitan area. Where feasible, priority for the contracting opportunities described herein should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing with the service area or the neighborhood of this project, and Youthbuild programs.

D. Section 3 Intent to Comply: The Developer agrees to implement the following specific action steps directed at increasing the utilization of lower income residents and businesses with the City of Wichita:

1. To attempt to recruit from within the city the necessary number of lower income residents through HUD's Section 3 Opportunity Portal, local advertising media, signs laced at the proposed site for the project, and community organizations, and public or private job development institutions operating within or serving the project area to meet Section 3 goals. For this project, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked

by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

2. To document the amount of labor hours worked by Section 3 workers and Target Section 3 workers on this project and report these hours directly to the City of Wichita Section 3 Administrator.

3. If benchmarks for Section 3 workers and Targeted Section 3 workers are not met, an adequate amount of qualitative methods must be documented to show compliance with the Section 3 rule. A list of approved qualitative methods can be obtained from the City of Wichita Section 3 Administrator. These qualitative methods must be reported directly to the City of Wichita Section 3 Administrator.

4. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

5. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.

6. To maintain records including copies of correspondence, memoranda, payrolls etc., which document that all of the above action steps have been taken.

7.To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan. SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,

contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.**c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $72,000 as referenced in Exhibit B. Contract payments above $72,000 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-

Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968, Fair Housing Act, as amended (42 U.S.C. 3601-3620), and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Wichita Habitat for Humanity, Inc. Officer, Title

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Brandon J. Whipple, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana Date
City Attorney and Director of Law

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.

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.

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or Wichita Habitat), that execution of this contract obligates the Developer to the following performance requirements.

In return for the $72,000 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

Approximately 1741 N. Lorraine (exact street address to be assigned by MABCD when building permit issued.)

Approximately 1051 N. Poplar (exact street address to be assigned by MABCD when building permit issued.)

A single-family home is to be constructed on each site described. The single-family home(s) must be sold to (an) income-eligible owner-occupant buyer(s). If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Homebuyer Assistance Funding Commitment: Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans for buyers of the homes to be constructed under this agreement, in the maximum amount of $21,510 per housing unit, or a total of $21,510, in addition to applicable and eligible homebuyer training costs and in addition to the development subsidy funding provided under this agreement.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Maximum sales prices of homes to be constructed/developed under this agreement shall be as follows:

James-3, 3 BR, 1 Bath Slab on grade 87,500

James-4, 4 BR, 2 Bath Slab on grade 92,550

James-5, 5 BR, 2 Bath Slab on grade 97,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Developer's Chief Executive Officer will supervise operations and administration on a day-to-day basis.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $72,000 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $72,000 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned

developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

	$ 72,000
TOTAL	$ 72,000

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this

Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: $853 - $194 (Utility Allowance) = $659.00

3 Bedroom: $985 - $234 (Utility Allowance) = $751.00

4 Bedroom: $1100 - $274 (Utility Allowance) = $826.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is

specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

I. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

J. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

K. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year,

beginning **July 31, 2022**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending July 31 of each year, beginning July 31, 2022, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 31** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc.(Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer

discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee/Contingency, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	$ 72,000.00
TOTAL	$ 72,000.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	$5,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	$149,125.59
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	$4,387.25
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	$0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	$2,950.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	$161,962.84
(G) Plus: Developer Fee (__10__%) of (F)	$16,196.28
(H) Total Per-Unit Cost (F + G)	$178,159.12
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	$87,550.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy. Does not include down payment assistance to be provided by the City)	$54,609.12
Project Subsidy Required, per unit	$36,000.00

Number of Units to be Developed ___2__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) $36,000 (Rounded to Contract Amount) $72,000
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	$251,063.48	Acquisition Costs	$11,000.00
		Project "Soft" Costs, including Permit Fees	$8,774.50
HOME (Gap) Financing	$72,000.00	Construction Costs	$298,251.18
Repayment of Subsidy Loans	$33,254.76	Site Improvements	$5,900.00
		Developer Fee	$32,392.56
TOTAL	$356,318.24	**TOTAL**	$356,318.24

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: HOME Program Housing Development Loan Program Funding for Wichita Habitat for Humanity, Inc.; 1737 N. Estelle and 1608 N. Volutsia (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Investment Partnerships Program funding allocation of $72,000, approve the funding agreement, and authorize the necessary signatures.

Background: On May 4, 2021, the City Council approved final allocations from the 2021-2022 Annual Action Plan, which included $662,452 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The funding is to be utilized within the boundaries of the City's Redevelopment Incentives Area, Neighborhood Revitalization Area or Local Investment Areas. Requests for funding are received on an open application basis. On December 30, 2021, the Housing and Community Services Department opened applications for HDLP funding, including current year funding, as well as unallocated prior year funding available due to the receipt of program income, for rental and homeownership projects.

Analysis: HOME funds have been essential for the development of housing that is affordable for owner-occupant homebuyers in the City's targeted areas who meet income guidelines. The lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition and construction from the sales price. HOME funds are made available for the construction of single-family homes in the form of a development subsidy loan to offset acquisition, development and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $110,000, depending on the level of finish. All homes constructed with HOME funding provided through the HDLP must be sold to income-eligible owner occupant homebuyers who receive HOME-funded down payment assistance loans.

Wichita Habitat for Humanity, Inc., has requested a total of $72,000 in HDLP funding for construction of two single-family homes at 1737 N. Estelle and 1608 N. Volutsia. Staff recommends funding the requested amount.

The HOME program requires an environmental review before construction can begin. Environmental review conditions for houses to be constructed at the proposed locations require installation of radon systems and construction to the Energy Star standard, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increasing the subsidy that is required in order to develop new single-family housing.

The proposed project is consistent with the City's Comprehensive Housing Policy, specifically, the components related to affordability, availability, and neighborhood stability. The project to be undertaken

will also be in accordance with the departmental goal to increase the supply of housing in order to maintain affordability for residents earning 80 percent or less of the area median income. The area median income for a family of four is currently $75,813.

Financial Considerations: There is no impact to the General Fund. City HOME funding in the total amount of $72,000 is provided in the form of a zero-interest, forgivable development subsidy loan. The total project cost, including public and private funding for the development of the two single-family homes is estimated to be $356,318.24, which includes site acquisition, construction costs, project soft costs, permit fees, site improvements, and the developer's fees.

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

Recommendations/Actions: It is recommended that the City Council approve the HOME Investment Partnerships Program funding allocation of $72,000, approve the funding agreement, and authorize the necessary signatures.

Attachment: Funding Agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.

HOME Investment Partnerships
Program

2017
Housing Development Loan Program Funding

1737 N. Estelle
1608 N. Volutsia

Housing and Community Services Department
City of Wichita
455 N. Main, 10th Floor
Wichita, Kansas 67202
Phone (316) 462-3700

Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated April 5, 2022 and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Wichita Habitat for Humanity, Inc. (hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change

substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by August 31, 2023, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid

of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

C. 24 CFR Part 75 Requirements: Employment and Training: to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, the Developer will ensure that employment and training opportunities arising in connection with this project are provided to Section 3 workers within the Wichita-Sedgwick County metropolitan area. Where feasible, priority for the opportunities and training described herein should be given to Section 3 workers residing within the service area or neighborhood of this project, and participants of Youthbuild programs.

Also, to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the Wichita-Sedgwick County metropolitan area. Where feasible, priority for the contracting opportunities described herein should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing with the service area or the neighborhood of this project, and Youthbuild programs.

D. Section 3 Intent to Comply: The Developer agrees to implement the following specific action steps directed at increasing the utilization of lower income residents and businesses with the City of Wichita:

1. To attempt to recruit from within the city the necessary number of lower income residents through HUD's Section 3 Opportunity Portal, local advertising media, signs laced at the proposed site for the project, and community organizations, and public or private job development institutions operating within or serving the project area to meet Section 3 goals. For this project, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked

by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

2. To document the amount of labor hours worked by Section 3 workers and Target Section 3 workers on this project and report these hours directly to the City of Wichita Section 3 Administrator.

3. If benchmarks for Section 3 workers and Targeted Section 3 workers are not met, an adequate amount of qualitative methods must be documented to show compliance with the Section 3 rule. A list of approved qualitative methods can be obtained from the City of Wichita Section 3 Administrator. These qualitative methods must be reported directly to the City of Wichita Section 3 Administrator.

4. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

5. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.

6. To maintain records including copies of correspondence, memoranda, payrolls etc., which document that all of the above action steps have been taken.

7.To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan. SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,

contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.**c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $72,000 as referenced in Exhibit B. Contract payments above $72,000 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-

Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968, Fair Housing Act, as amended (42 U.S.C. 3601-3620), and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Wichita Habitat for Humanity, Inc. Officer, Title

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Brandon J. Whipple, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana Date
City Attorney and Director of Law

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.

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.

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or Wichita Habitat), that execution of this contract obligates the Developer to the following performance requirements.

In return for the $72,000 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

Approximately 1737 N. Estelle (exact street address to be assigned by MABCD when building permit issued.)

Approximately 1608 N. Volutsia (exact street address to be assigned by MABCD when building permit issued.)

A single-family home is to be constructed on each site described. The single-family home(s) must be sold to (an) income-eligible owner-occupant buyer(s). If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Homebuyer Assistance Funding Commitment: Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans for buyers of the homes to be constructed under this agreement, in the maximum amount of $21,510 per housing unit, or a total of $21,510, in addition to applicable and eligible homebuyer training costs and in addition to the development subsidy funding provided under this agreement.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Maximum sales prices of homes to be constructed/developed under this agreement shall be as follows:

James-3, 3 BR, 1 Bath Slab on grade 87,500

James-4, 4 BR, 2 Bath Slab on grade 92,550

James-5, 5 BR, 2 Bath Slab on grade 97,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Developer's Chief Executive Officer will supervise operations and administration on a day-to-day basis.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $72,000 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $72,000 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned

developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

	$ 72,000
TOTAL	$ 72,000

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this

Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: $853 - $194 (Utility Allowance) = $659.00

3 Bedroom: $985 - $234 (Utility Allowance) = $751.00

4 Bedroom: $1100 - $274 (Utility Allowance) = $826.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is

specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

I. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

J. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

K. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year,

beginning **July 31, 2022**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending July 31 of each year, beginning July 31, 2022, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 31** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc.(Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer

discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee/Contingency, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	$ 72,000.00
TOTAL	$ 72,000.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	$5,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	$149,125.59
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	$4,387.25
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	$0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	$2,950.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	$161,962.84
(G) Plus: Developer Fee (__10__%) of (F)	$16,196.28
(H) Total Per-Unit Cost (F + G)	$178,159.12
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	$87,550.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy. Does not include down payment assistance to be provided by the City)	$54,609.12
Project Subsidy Required, per unit	$36,000.00

Number of Units to be Developed ___2__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) $36,000 (Rounded to Contract Amount) $72,000
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	Amount	Uses	Amount
Construction Financing	$251,063.48	Acquisition Costs	$11,000.00

		Project "Soft" Costs, including Permit Fees	$8,774.50
HOME (Gap) Financing	$72,000.00	Construction Costs	$298,251.18
Repayment of Subsidy Loans	$33,254.76	Site Improvements	$5,900.00
		Developer Fee	$32,392.56
TOTAL	$356,318.24	**TOTAL**	$356,318.24

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: HOME Program Housing Development Loan Program Funding for Wichita Habitat for Humanity, Inc.; 1622 N. Erie (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Investment Partnerships Program funding allocation of $36,000, approve the funding agreement, and authorize the necessary signatures.

Background: On May 4, 2021, the City Council approved final allocations from the 2021-2022 Annual Action Plan, which included $662,452 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The funding is to be utilized within the boundaries of the City's Redevelopment Incentives Area, Neighborhood Revitalization Area or Local Investment Areas. Requests for funding are received on an open application basis. On December 30, 2021, the Housing and Community Services Department opened applications for HDLP funding, including current year funding, as well as unallocated prior year funding available due to the receipt of program income, for rental and homeownership projects.

Analysis: HOME funds have been essential for the development of housing that is affordable for owner-occupant homebuyers in the City's targeted areas who meet income guidelines. The lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition and construction from the sales price. HOME funds are made available for the construction of single-family homes in the form of a development subsidy loan to offset acquisition, development and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $110,000, depending on the level of finish. All homes constructed with HOME funding provided through the HDLP must be sold to income-eligible owner occupant homebuyers who receive HOME-funded down payment assistance loans.

Wichita Habitat for Humanity, Inc., has requested a total of $36,000 in HDLP funding for construction of a single-family home at 1622 N. Erie. Staff recommends funding the requested amount.

The HOME program requires an environmental review before construction can begin. Environmental review conditions for houses to be constructed at the proposed locations require installation of radon systems and construction to the Energy Star standard, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increasing the subsidy that is required in order to develop new single-family housing.

The proposed project is consistent with the City's Comprehensive Housing Policy, specifically, the components related to affordability, availability, and neighborhood stability. The project to be undertaken will also be in accordance with the departmental goal to increase the supply of housing in order to

maintain affordability for residents earning 80 percent or less of the area median income. The area median income for a family of four is currently $75,813.

Financial Considerations: There is no impact to the General Fund. City HOME funding in the total amount of $36,000 is provided in the form of a zero-interest, forgivable development subsidy loan. The total project cost, including public and private funding for the development of the single-family home is estimated to be $178,159.12, which includes site acquisition, construction costs, project soft costs, permit fees, site improvements, and the developer's fees.

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

Recommendations/Actions: It is recommended that the City Council approve the HOME Investment Partnerships Program funding allocation of $36,000, approve the funding agreement, and authorize the necessary signatures.

Attachment: Funding Agreement.

FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.

HOME Investment Partnerships
Program

2017
Housing Development Loan Program Funding

1622 N. Erie

Housing and Community Services Department
City of Wichita
455 N. Main, 10th Floor
Wichita, Kansas 67202
Phone (316) 462-3700
Fax (316) 462-3719

No._____

AGREEMENT

THIS CONTRACT, dated April 5, 2022 and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as "the City") and Wichita Habitat for Humanity, Inc. (hereinafter referred to individually as the "Developer").

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

SECTION 1. SCOPE OF SERVICES. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line

items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by August 31, 2023, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract.**

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid

of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b)

requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

C. 24 CFR Part 75 Requirements: Employment and Training: to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, the Developer will ensure that employment and training opportunities arising in connection with this project are provided to Section 3 workers within the Wichita-Sedgwick County metropolitan area. Where feasible, priority for the opportunities and training described herein should be given to Section 3 workers residing within the service area or neighborhood of this project, and participants of Youthbuild programs.

Also, to the greatest extent feasible, and consistent with existing Federal, state and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the Wichita-Sedgwick County metropolitan area. Where feasible, priority for the contracting opportunities described herein should be given to Section 3 business concerns that provide economic opportunities to Section 3 workers residing with the service area or the neighborhood of this project, and Youthbuild programs.

D. Section 3 Intent to Comply: The Developer agrees to implement the following specific action steps directed at increasing the utilization of lower income residents and businesses with the City of Wichita:

1. To attempt to recruit from within the city the necessary number of lower income residents through HUD's Section 3 Opportunity Portal, local advertising media, signs laced at the proposed site for the project, and community organizations, and public or private job development institutions operating within or serving the project area to meet Section 3 goals. For this project, the benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers on a Section 3 project. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked

by all workers on a Section 3 project. This means that the 5 percent is included as part of the 25 percent threshold.

2. To document the amount of labor hours worked by Section 3 workers and Target Section 3 workers on this project and report these hours directly to the City of Wichita Section 3 Administrator.

3. If benchmarks for Section 3 workers and Targeted Section 3 workers are not met, an adequate amount of qualitative methods must be documented to show compliance with the Section 3 rule. A list of approved qualitative methods can be obtained from the City of Wichita Section 3 Administrator. These qualitative methods must be reported directly to the City of Wichita Section 3 Administrator.

4. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

5. To ensure that all appropriate project area business concerns are notified of pending sub contractual opportunities.

6. To maintain records including copies of correspondence, memoranda, payrolls etc., which document that all of the above action steps have been taken.

7.To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan. SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,

contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.**c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $36,000 as referenced in Exhibit B. Contract payments above $36,000 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer's financial management systems shall provide for the following:

(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-

Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968, Fair Housing Act, as amended (42 U.S.C. 3601-3620), and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department, payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

Wichita Habitat for Humanity, Inc.

_____
Signature

_____
Wichita Habitat for Humanity, Inc. Officer, Title

_____
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

_____
Brandon J. Whipple, Mayor

_____
Date

ATTEST:

_____
Karen Sublett, City Clerk

_____
Date

Approved as to Form:

_____ _____
Jennifer Magana Date
City Attorney and Director of Law

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.

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.

PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or Wichita Habitat), that execution of this contract obligates the Developer to the following performance requirements.

In return for the $36,000 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

Approximately 1737 N. Estelle (exact street address to be assigned by MABCD when building permit issued.)

Approximately 1608 N. Volutsia (exact street address to be assigned by MABCD when building permit issued.)

A single-family home is to be constructed on each site described. The single-family home(s) must be sold to (an) income-eligible owner-occupant buyer(s). If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

Homebuyer Assistance Funding Commitment: Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans for buyers of the homes to be constructed under this agreement, in the maximum amount of $21,510 per housing unit, or a total of $21,510, in addition to applicable and eligible homebuyer training costs and in addition to the development subsidy funding provided under this agreement.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Maximum sales prices of homes to be constructed/developed under this agreement shall be as follows:

James-3, 3 BR, 1 Bath Slab on grade 87,500

James-4, 4 BR, 2 Bath Slab on grade 92,550

James-5, 5 BR, 2 Bath Slab on grade 97,550

(Prices may be increased, subject to approval by the City of Wichita's Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii)of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household's eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Developer's Chief Executive Officer will supervise operations and administration on a day-to-day basis.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $36,000 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of $36,000 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned

developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

	$ 36,000
TOTAL	$ 36,000

C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this

Section IV. For purposes of this Section IV, the "Developer" shall become the "Owner", and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

2 Bedroom: $853 - $194 (Utility Allowance) = $659.00

3 Bedroom: $985 - $234 (Utility Allowance) = $751.00

4 Bedroom: $1100 - $274 (Utility Allowance) = $826.00

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is

specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

I. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

J. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

K. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period

3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year,

beginning **July 31, 2022**, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. **The Developer will provide, for the year ending July 31 of each year, beginning July 31, 2022, an annual report of the HOME funded portion of the program**. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 31** of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc.(Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer

discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

Exhibit C

BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, Developer Fee/Contingency, Construction Loan Refinance/Principal Reduction, Operating Reserves.)	$ 36,000.00
TOTAL	$ 36,000.00

Exhibit D

DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

(A) Site Acquisition Cost	$5,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	$149,125.59
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	$4,387.25
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter "0.00" if project is to be undertaken in the City NRA)	$0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	$2,950.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	$161,962.84
(G) Plus: Developer Fee (__10__%) of (F)	$16,196.28
(H) Total Per-Unit Cost (F + G)	$178,159.12
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	$87,550.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy. Does not include down payment assistance to be provided by the City)	$54,609.12
Project Subsidy Required, per unit	$36,000.00

Number of Units to be Developed ___1__

Total Amount of Funding Requested (Number of Units to be Developed X Project Subsidy Required Per Unit) $36,000 (Rounded to Contract Amount) $36,000
Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

Sources	**Amount**	**Uses**	**Amount**
Construction Financing	$125,962.84	Acquisition Costs	$5,500.00

		Project "Soft" Costs, including Permit Fees	$4,387.25
HOME (Gap) Financing	$36,000.00	Construction Costs	$149,125.59
Repayment of Subsidy Loans	$16,196.28	Site Improvements	$2,950.00
		Developer Fee	$16,196.28
TOTAL	$178,159.12	**TOTAL**	$178,159.12

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Community Services Block Grant CARES Allocation

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Community Services Block Grant CARES funding allocation.

Background: Community Services Block Grant (CSBG) is a funding source from the U.S. Department of Health and Human Services that supports programs to address the needs of persons meeting poverty guidelines. CSBG is administered by the Kansas Housing Resources Corporation (KHRC) and subsequently awarded by formula to Community Action Programs (CAPs) throughout the state. The City of Wichita has been designated as a CAP for more than 30 years and receives funding for Wichita and Sedgwick County. The Wichita Sedgwick County Community Action Partnership (WSCCAP) is a division of the Housing and Community Services Department and provides program management.

On August 4, 2020, the City Council approved the CSBG CARES funding application in the amount of $1,373,553. The application included allocations of $215,668.76 for staff and indirect costs to administer CSBG CARES programs, $400,000 for emergency rent and utility payments, and $100,000 for technology and education. On August 5, 2020, KHRC emailed WSCCAP staff the award document for $1,373,553 with a performance period of June 1, 2020, to September 30, 2021. Since then, the end date has been extended to September 30, 2022. The revised award document was executed on May 11, 2021.

On February 2, 2021, the City Council approved the 2021 CSBG grant funding application in the amount of $1,012,800, which included $55,000 Summer Activity Camp and Summer of Discovery programs administered by the Park & Recreation Department.

On September 21, 2021, the City Council approved a budget adjustment to add $375,000 for emergency rent and utility payments. Currently, the amount of uncommitted CSBG CARES is $282,884.24.

Analysis: Staff proposes an additional $25,000 in CARES funds for Park & Recreation's Summer Activity Camp and Summer of Discovery Programs in addition to the $55,000 in CSBG formula funds already approved by the City Council for this purpose. The formula funds will cover the costs of registration, weekly fees, and other operational costs related to CSBG eligible participants. The CARES funds will cover additional weekly fees, cleaning supplies, and operational cost for additional children attending summer camp.

Financial Considerations: There is no impact to the General Fund.

Legal Considerations: The Law Department has approved the proposed budget revision as to form.

Recommendation/Action: It is recommended that the City Council approve the Community Services Block Grant CARES funding allocation.

Attachments: No attachments.

Revised 04/01/2022

Agenda Item No. II-18a.

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
General Aviation Apron Reconstruction
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: ~~Non-Consent Airport Agenda~~ **Consent**

Recommendation: Adopt the amending resolution and authorize the necessary signatures.

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

Resolution 17-201 was adopted on June 6, 2017, authorized the issuance of General Obligation bonds for the improvement identified as initial expenses related to the reconstruction of the general aviation apron on Eisenhower Airport at an estimated cost of $850,000.

Resolution 18-427 was adopted on November 27, 2018, authorized the issuance of General Obligation bonds for the improvement identified as design and bidding services related to the reconstruction of the general aviation apron on Eisenhower Airport at an estimated cost of $921,900.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, is requested to increase the capital budget for the General Aviation Apron Reconstruction. To correspond with that action, this amending resolution reflects the revised estimated project cost to be financed through the issuance of General Obligation debt.

Financial Considerations: The project budget requested is $23,708,400 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of General Obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Legal Considerations: The Law Department has approved the amending resolution as to form.

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

Attachment: Amending resolution.

RESOLUTION NO. 22-094

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 18-427 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.

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

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 17-201 and Resolution 18-427 of the City (the "Prior Resolutions"), authorized the following described public improvements:

General Aviation Apron Reconstruction

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Amendment**. Section 1 of Resolution 18-427 is hereby amended to read as follows:

> **Section 1. Amendment.** Sections 1 and 2 of Resolution No. 17-201 are hereby amended to read as follows:
>
> > **Section 1**. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $23,708,400 in accordance with specifications prepared or approved by the Authority.
> >
> > **Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the

proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures authorized by Resolution No. 17-201 in the amount of $850,000 made on or after the date which was 60 days before June 6, 2017 (the date of adoption of Resolution No. 17-201). The Bonds may be issued to reimburse additional expenditures authorized by Resolution No. 18-427 in the amount of $921,900 made on or after the date which was 60 days before November 27, 2018 (the date of adoption of Resolution No. 18-427) and to reimburse additional expenditures in the amount of $21,936,500 authorized by this Resolution, which were made on or after the date 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. **Repealer; Ratification**. ***Section 1*** of Resolution No. 18-427, as it previously existed, is hereby repealed and replaced with the amended text set forth above; and the rest and remainder thereof is hereby ratified and confirmed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on April 5, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law

SECOND READING ORDINANCES FOR April 5, 2022 (FIRST READ March 22, 2022)

a. ORDINANCE NO. 51-726

AN ORDINANCE AUTHORIZING THE CITY OF WICHITA, KANSAS, TO ISSUE ITS HEALTH CARE FACILITIES REVENUE BONDS (PRESBYTERIAN MANORS, INC.) IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING OR REFINANCING THE ACQUISITION, CONSTRUCTION, IMPROVEMENT AND EQUIPPING OF SENIOR LIVING AND HEALTH CARE RELATED FACILITIES; AND AUTHORIZING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE BONDS.

b. ORDINANCE NO. 51-727

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.
Case No. ZON2022-00001

c. ORDINANCE NO. 51-728

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.
Case No. ZON2022-00002

d. ORDINANCE NO. 51-729

AN ORDINANCE AMENDING SECTIONS 2.10.030, 2.10.040, 2.10.050 AND 2.10.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE WICHITA CITIZEN’S REVIEW BOARD.

City of Wichita
City Council Meeting
April 5, 2022

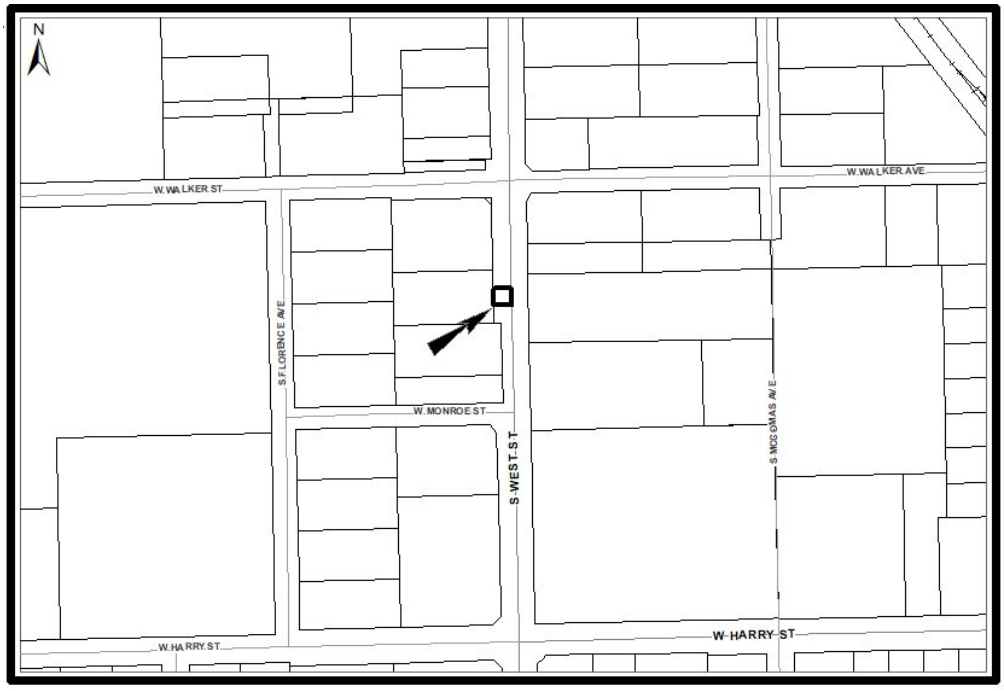
TO: Mayor and City Council

SUBJECT: DED2022-00005 – Dedication of Abutter's Access Rights for Property Located on the West Side of South West Street, 900 Feet North of West Harry Street (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2022-00005 (Beco Addition).

Analysis: The Dedication DED2022-00005 is for the purpose of defining access control along South West Street.

Financial Considerations: There are no financial considerations associated with the Dedication.

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

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Dedication of Abutter's Access Rights.

DEDICATION OF ABUTTER'S ACCESS RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, CJANN Properties, LLC, being the owners of the following described real estate in Sedgwick County, Kansas, to wit:

LOT 1 EXCEPT THE PART PLATTED AS NICKELSON ADDITION, BECO ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS

do hereby transfer and convey to the appropriate governing body, all abutter's rights of access, ingress, and egress to said property from or to West Street, over and across the east line of the above-described property, except the north 50 feet and except the south 50 feet; to have and to hold the same forever. It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from West Street.

Executed this 25th day of FEBRUARY, 2022.

Clifford Williams, Manager, CJANN Properties, LLC

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 25th day of February, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came, Clifford Williams, Manager, CJANN Properties, LLC, who are 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.

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

Notary Public

NOTARY PUBLIC - State of Kansas
MICHAEL EDWARDS
My Appt Expires 12-25-2025

(My Commission Expires: 12-25-2025)

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

DED2022-00005
LSP2022-00005

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: PUD2022-000001 – Zone Change Request in the City from LC Limited Commercial to PUD Planned Unit Development for General Commercial Uses on Property Located on the East Side of Southeast Boulevard and One-Half Mile South of East Pawnee Avenue (District III)

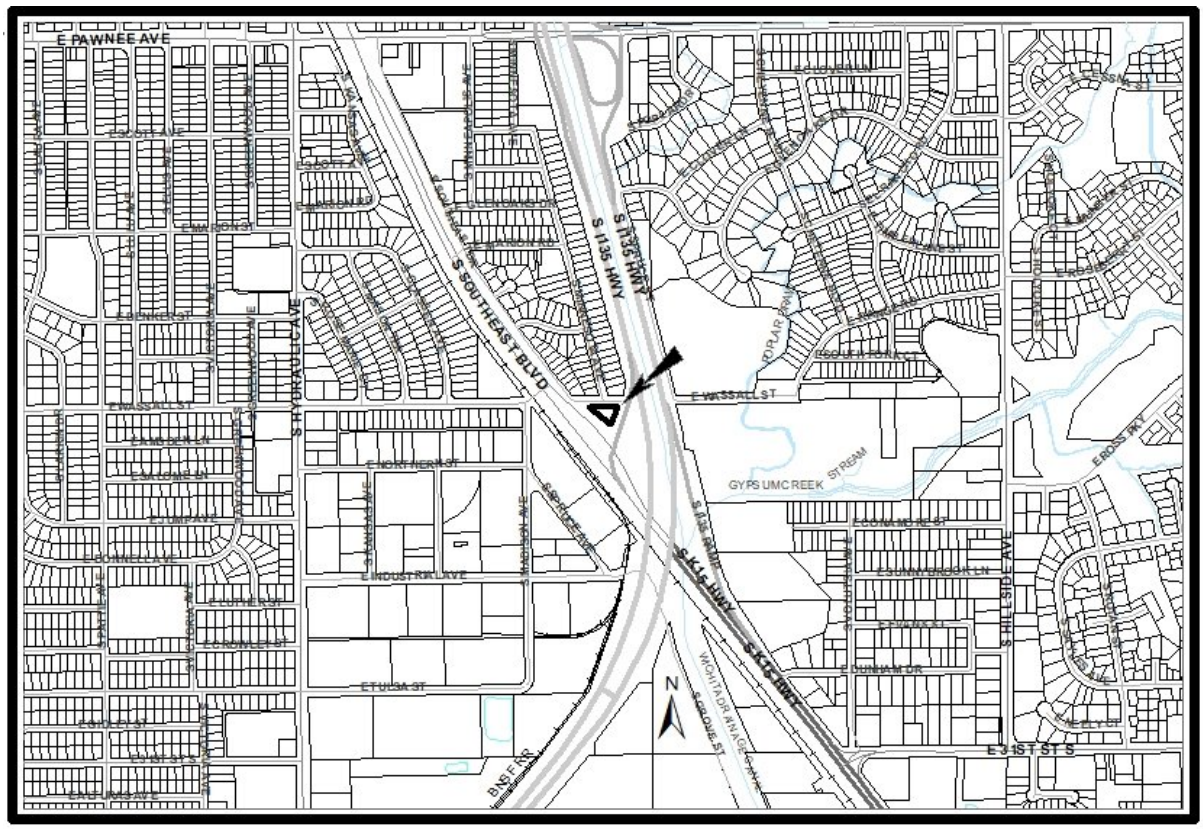
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0), per staff recommendation.

MAPD Staff Recommendations: Approve.

DAB III Recommendations: Approve (9-0-1), per staff recommendation.



BACKGROUND: The applicant is requesting a zone change from LC Limited Commercial to PUD Planned Unit Development to create the Jennings Addition PUD #93. The property is 0.35 acres and is located on the east side of Southeast Boulevard and one-half mile south of East Pawnee Avenue at the intersection of East Wassall Street and South Minnesota Avenue. The purpose of the PUD is to permit a limited number of GC General Commercial uses (in addition to those permitted in the current LC Limited Commercial zoning) as well as one, three-sided billboard.

Properties to the north are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Properties to the east, south and west are not zoned. Property to the east and south is the right-of-way for I-135. Property to the west is the right-of-way for Southeast Boulevard.

The attached, proposed PUD language lists the follow regarding proposed development standards:

1. Setbacks shall conform to the CBD Central Business District zoning standards. This permits lot-line to lot-line development with no setbacks.
2. Parking shall conform to the CBD Central Business District parking standards. This does not require any off-street parking.
3. Signage shall be per the Sign Code unless otherwise modified. The applicant is requesting modification to the Sign Code regarding the proposed development of one billboard as discussed below.
4. A landscape street yard or a six-foot screening fence shall be provided along East Wassall. If a landscape street yard is provided, a landscape plan shall be submitted for review and approval by the Planning Department.
5. Light fixtures shall be limited to 15 feet in height within 200 feet of residential zoning, and the fixtures shall be cut-off luminaries and directed down and away from residential zoning.
6. Buildings are restricted to 45 feet in height.

General Provision 7 discusses the desire to install one, three-sided billboard. Outside of PUD zoning, installation of one, three-sided billboard on this site would require a special review and a variance for the following reasons:

1. Section 24.04.222.4(c) of the Wichita Sign Code prohibits the placement of one billboard on the subject site because it is within 330 feet and would face the same direction of travel as an existing two-sided billboard located on the east side of I-135 Highway at this location. The 330-foot measurement is not the distance between the signs across the highway (east to west). The 330-foot measurement is a linear north/south measurement along I-135. Any new billboard facing the same direction of travel as the existing sign would have to be offset by 330 feet north or south of the existing sign even if it is on the opposite side of the highway. A variance would be required in order to place a new billboard on the subject site. This PUD application can grant the placement of the sign in lieu of a variance.
2. Section 24.04.222.4(d) of the Wichita Sign Code prohibits the placement of a new billboard on property located within 300 feet of a platted and residentially zoned lot. The properties adjacent on the north side of East Wassall are zoned SF-5 Single-Family Residential. Therefore, a special review would be required to go before the Planning Commission in order to permit the placement of one billboard on the subject site. This PUD application acts as that special review.
3. Section 24.04.222.4(e) restricts the placement of one billboard on property zoned LC Limited Commercial that is not part of at least 300 linear feet of continuous Commercial or Industrial Zoning.

The proposed size of the billboard sign faces meets the dimension and area standards of the Wichita Sign Code. The proposed height of 50 feet exceeds the maximum height standard of 30 feet. The reason the applicant is requesting additional height is due to the elevated roadway for the northbound lanes of Southeast Boulevard. The applicant did not provide information regarding the height of the elevated roadway, so it is undetermined if 50 feet is necessary. The PUD language restricts the billboard to the south 100 feet of the site.

Staff is recommending the following general changes to the proposed PUD language. These changes were discussed in detail with the applicant.

- Uses are restricted to those permitted by-right in LC Limited Commercial Zoning
- Warehouse, Self-Storage is permitted subject to regulations that closely relate Supplementary Use Regulations found in the Unified Zoning Code Section III-D.6.y, which regulate said use in GO General Office and LC Limited Commercial zoning.
- The billboard sign is restricted to a two-sided sign facing Southeast Boulevard only
- The sign can be LED, but full motion video is prohibited, transitions have delay requirements, and the brightness must be dimmed at night.
- The area of the sign faces is restricted to the maximum size of a billboard as required by the Wichita Sign Code and extensions are not permitted.

The full recommended language for the PUD is found in the Supporting Documents attachment.

Analysis: On March 3, 2022, the Metropolitan Area Planning Commission (MAPC) approved the application (12-0) subject to the recommended PUD language as attached in the Supporting Documents. No members of the public spoke at this public hearing.

District Advisory Board (DAB) III reviewed the request on March 2, 2022, and recommended approval (9-0-1) subject to the recommended PUD language as attached in the Supporting Documents. No members of the public spoke at this public hearing.

No protest petitions were received for the requested zoning change.

The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).

Attachments:
1. Supporting Documents
2. MAPC Minutes
3. DAB III Report
4. Ordinance

EXCERPT MINUTES OF THE MARCH 3, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

4.1 PUD2022-00001: *(Deferred from 02/17/2022)* Zone change request in the City from LC Limited Commercial to PUD Planned Unit Development for General Commercial uses on property located on the east side of Southeast Boulevard (K-15) and one half mile south of East Pawnee Avenue (at the intersection of East Wassall and South Minnesota).

Block 5, Jennings Addition, Wichita Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change from LC Limited Commercial to PUD Planned Unit Development to create the Jennings Addition PUD #93. The property is 0.35 acres and is located on the east side of Southeast Boulevard and one-half mile south of East Pawnee Avenue at the intersection of East Wassall Street and South Minnesota Avenue. The purpose of the PUD is to permit a limited number of GC General Commercial uses (in addition to those permitted in the current LC Limited Commercial zoning) as well as one, three-sided billboard.

Properties to the north are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Properties to the east, south and west are not zoned. Property to the east and south is the right-of-way for I-135. Property to the west is the right-of-way for Southeast Boulevard.

Below is a general list of additional uses that would be permitted by the proposed PUD language:

- Parking Area, Commercial
- Warehouse, Self-Storage
- Warehousing
- Wholesale or Business Services

The attached, proposed PUD language lists the follow regarding proposed development standards:

1. Setbacks shall conform to the CBD Central Business District zoning standards. This permits lot-line to lot-line development with no setbacks.
2. Parking shall conform to the CBD Central Business District parking standards. This does not require any off-street parking.
3. Signage shall be per the Sign Code unless otherwise modified. The applicant is requesting modification to the Sign Code regarding the proposed development of one billboard as discussed below.
4. A landscape street yard or a six-foot screening fence shall be provided along East Wassall. If a landscape street yard is provided, a landscape plan shall be submitted for review and approval by the Planning Department.
5. Light fixtures shall be limited to 15 feet in height within 200 feet of residential zoning, and the fixtures shall be cut-off luminaries and directed down and away from residential zoning.
6. Buildings are restricted to 45 feet in height.

General Provision 7 discusses the desire to install one, three-sided billboard. Outside of PUD zoning, installation of one, three-sided billboard on this site would require a special review and a variance for the following reasons:

1. Section 24.04.222.4(c) of the Wichita Sign Code prohibits the placement of one billboard on the subject site because it is within 330 feet and would face the same direction of travel as an existing two-sided billboard located on the east side of I-135 Highway at this location. The 330-foot measurement is not the distance between the signs across the highway (east to west). The 330-foot measurement is a linear north/south measurement along I-135. Any new billboard facing the same

direction of travel as the existing sign would have to be off-set by 330 feet north or south of the existing sign even if it is on the opposite side of the highway. A variance would be required in order to place a new billboard on the subject site. This PUD application can grant the placement of the sign in lieu of a variance.

2. Section 24.04.222.4(d) of the Wichita Sign Code prohibits the placement of a new billboard on property located within 300 feet of a platted and residentially-zoned lot. The properties adjacent on the north side of East Wassall are zoned SF-5 Single-Family Residential. Therefore, a special review would be required to go before the Planning Commission in order to permit the placement of one billboard on the subject site. This PUD application acts as that special review.
3. Section 24.04.222.4(e) restricts the placement of one billboard on property zoned LC Limited Commercial that is not part of at least 300 linear feet of continuous Commercial or Industrial Zoning.

The proposed size of the billboard sign faces meets the dimension and area standards of the Wichita Sign Code. The proposed height of 50 feet exceeds the maximum height standard of 30 feet. The reason the applicant is requesting additional height is due to the elevated roadway for the northbound lanes of Southeast Boulevard. The applicant did not provide information regarding the height of the elevated roadway, so it is undetermined if 50 feet is necessary. The PUD language restricts the billboard to the south 100 feet of the site.

Staff is recommending the following general changes to the proposed PUD language. These changes were discussed in detail with the applicant.

- Uses are restricted to those permitted by-right in LC Limited Commercial Zoning
- Warehouse, Self-Storage is permitted subject to regulations that closely relate Supplementary Use Regulations found in the Unified Zoning Code Section III-D.6.y, which regulate said use in GO General Office and LC Limited Commercial zoning.
- The billboard sign is restricted to a two-sided sign facing Southeast Boulevard only
- The sign can be LED, but full motion video is prohibited, transitions have delay requirements, and the brightness must be dimmed at night.
- The area of the sign faces is restricted to the maximum size of a billboard as required by the Wichita Sign Code and extensions are not permitted.

CASE HISTORY: In 1953, the property was platted as Block 5 of the Jennings Addition. In the 1960s, a significant portion of Block 5 was acquired through condemnation for the construction of I-135 (as shown on the PUD drawing).

ADJACENT ZONING AND LAND USE:

North:	SF-5	Single-Family Dwellings
South:	None	Right-of-way
East:	None	Right-of-way
West:	None	Right-of-way

PUBLIC SERVICES: East Wassall Street is a paved, two-way, local street with a sidewalk on the south side. Access to East Wassall is from Southeast Drive, a paved, two-way local street with sidewalks on both sides and a bike lane on the west side. Municipal water and sewer are available to the site.

CONFORMANCE TO PLANS/POLICIES: The following plans provide guidance for future land use on the subject site.

The Community Investments Plan: The requested zoning is not conformance with the Future Growth Concept Map of the Community Investment Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be primarily appropriate for residential uses and defines residential uses as a variety of housing types including duplexes and multi-family development. The property is zoned LC Limited Commercial. The proposed PUD expands the number of commercial uses that would be permitted on-site in addition to one billboard. The PUD provides regulations that promote compatibility of commercial uses near residential. The PUD does permit residential development as well.

Wichita: Places for People Plan: The requested rezoning generally is in conformance to the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."

- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. Strategy 5 states: "Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA.". The permitted uses in the requested PUD allow for residential development. Reducing the setbacks to zero may make the site more marketable for development, which can include residential. Strategy 6 states: "Encourage infill and redevelopment that is contextual to the environment in which it is occurring". The site is unique is that it is bounded on three sides by highway right-of-way with elevated roadways. Permitting the development of one billboard on the site may be appropriate considering the context.
- Current Condition: The subject property is located within an area identified as an "area of opportunity." The Places for People Plan defines Areas of Opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern, and a lack of walkable places and facilities. These areas are in need of strategic reinvestment, both public and private, to assist in redefining and reinvigorating the area, physically and socially." The zone change would expand the opportunity for private investment in the area.

RECOMMENDATION: Based on the information available at the time of the public hearing, staff recommends **APPROVAL** of the application subject to adherence to the recommended PUD text (attached) and the following conditions listed below.

Recommended Conditions of Approval

1. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #93) Jennings Addition Planned Unit Development has special conditions for development on the property.

2. A copy of the recorded certificate along with four copies of the approved PUD shall be submitted to the Metropolitan Area Planning Department within 60 days of governing body approval, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Properties to the north are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Properties to the east, south and west are not zoned. Property to the east and south is the right-of-way for I-135. Property to the west is the right-of-way for Southeast Boulevard.

2. **The suitability of the subject property for the uses to which it has been restricted:** The property is currently zoned LC Limited Commercial which permits a variety of residential, civic/public, and commercial uses. Based on the limited size of the site, developing the site, while meeting setback and parking standards, could be difficult.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proposed PUD expands the number of commercial uses that could be developed on the site in addition to permitting one billboard. Restrictions to the billboard regarding orientation and lighting should mitigate possible negative impacts of light pollution and visual aesthetics to the residential uses nearby. The PUD also reduces the setback and parking requirements, which may make it more marketable for development. The provisions of the PUD regarding Warehouse, Self-Storage should mitigate possible negative impacts associated with such a use.
4. **Length of time the property has been vacant as currently zoned:** The property has never been developed.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The proposed PUD is in conformance with the *Community Investments Plan* and the *Wichita Places for People Plan* as discussed in the staff report.

6. **Impact of the proposed development on community facilities**: If the site is developed with commercial uses, it may generate additional traffic. The traffic demand depends on the type of development. The development of one billboard should not have any major impact on community facilities.

Recommended Language for the Jennings Addition PUD #93

Text in red indicate staff recommended changes.

Total area:

15,190 sq. ft +/-

Floor area ratio:

0.6

Maximum gross floor area:

9,114

Maximum building height:

45 feet

Proposed Uses:

All permitted uses by-right in the LC Limited Commercial zoning district except that adult entertainment and/or sexually oriented businesses; mobile food unit in the City; and vehicle and equipment sales shall be prohibited. Warehouse, Self-Storage shall be a permitted use subject to the following regulations:

A. The site shall have a 20-foot building setback long East Wassall Street.
B. A landscaped front Yard with a minimum depth of 15 feet shall be provided when within 100 feet of a residential zoning District or when across the street from a residential zoning District. The landscaping shall be in addition to any architectural Screening type Fences or face of the structures that shall be designed to Screen the use from the residential neighborhood. Such Fence, when required, shall be solid or semi-solid and constructed to prevent the passage of debris or light and constructed of either brick, stone, architectural tile, masonry units, wood or other similar material (not including woven wire) and shall be not less than six feet or more than eight feet in height.
C. Architectural design shall be submitted to the Planning Department for review and approval prior to the issuance of building permits.
D. Any side of the building providing doorways to storage areas shall be setback from the north property line at least 40 feet unless a determination is made by the Planning Department that sufficient screening and landscaping is provided through the review and approval of a site/landscape plan.
E. All driveways, Parking, loading and vehicle circulation areas shall be paved with concrete, asphalt or asphaltic concrete or comparable hard surfacing material. Adequate bumper guards or Fences shall be provided to prevent the extension of Vehicles beyond property lines.
F. All lights shall be shielded to direct light onto the Uses established and away from Adjacent property, but it may be of sufficient intensity to discourage vandalism and theft.
G. All storage on the property shall be kept within an enclosed Building, unless a portion of the property or Lot is properly zoned to otherwise permit a designated area for outside storage.
H. No activities such as miscellaneous or garage sales shall be conducted on the premises.
I. The servicing or repair of Motor Vehicles, boats, Trailers, lawn mowers and other similar equipment shall not be conducted on the premises.
J. Signs shall be limited to one per arterial Street frontage. Signs shall not exceed twenty feet in height nor exceed fifty square feet in gross surface area. Signs shall not project over any public right-of-way.
K. All areas not paved in accordance with the requirements of this section shall be landscaped with deciduous and coniferous plant materials. The Landscaping plan shall be approved by the Planning Department. Maintenance of the Landscaping shall be sufficient to maintain it in good condition.
L. The area shall be properly policed by the owner or operator for removal of trash and debris.
M. The operation of such a facility shall in no way be deemed to include a transfer and storage business where the use of Vehicles is part of such business.
N. No individual or business shall lease more than 3,000 square feet of storage spaces.

General Provisions:

1. Building setbacks shall conform to the Central Business District setback standards of the Unified Zoning Code, except if the site is developed with Warehouse, Self-Storage, than the setback along the north property line shall follow stated regulations herein.
2. Parking ratio shall be in accordance with the appropriate code of the City of Wichita for the Central Business District.
3. Except as listed, signage shall be allowed per the Sign Code for the City of Wichita for signage allowed in the General Commercial district.
4. Except for if the property is developed with Warehouse Self-Storage, which shall adhere to stated regulations herein, a landscape street yard or 6-foot solid screening fence shall be required along Wassall. If a landscape street yard is provided a landscape plan shall be required to be approved by the Planning Department.

5. No screening or landscaping shall be required along the I-135 or Southeast Boulevard rights-of-way.
6. Light fixtures shall be limited to 15 feet in height within 200 feet of residential zoning with fixtures to be of cut-off design and directed down and away from residential zoning.
7. One off-site/ two-sided billboard sign shall be permitted subject to the following requirements:
    a. The sign shall be limited to facing only Southeast Boulevard.
    b. The two-sided sign shall be a V-shaped sign with sign faces being angle 30 degrees off perpendicular to Southeast Boulevard to minimize any sign surface facing residential properties to the north.
    c. The sign shall have a maximum height of 30 feet. A greater maximum height (not to exceed 50 feet) shall be permitted upon review and approval of site plan and exhibit by the Planning Department demonstrating the need for additional height.
    d. The maximum rectangular dimension of an offsite/billboard sign shall not exceed 14 feet in height by 48 feet in length (672 square feet).
    e. LED signs are limited to 672 square feet
    f. Any electronic or LED signs constructed along the north sign face shall be restricted asl follows:
        i. Between 10:00 p.m. and 6:00 a.m., the brightness of the sign shall not exceed 1875 nits.
        ii. The transition time between displays shall not be less than 5 second intervals.
        iii. Full motion video is prohibited.
    g. This sign shall be located in the south 100 feet of the property.
8. The transfer of title on all or any portion of the land included in the Planned Unit Development does not constitute a termination of the plan or any portion thereof; but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns as amended. However, the Director of Planning, with the concurrence of the Zoning Administrator, may approve minor adjustments to the conditions in this overlay, consistent with the approved development plan, without filing a formal ordinance amendment.
9. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, after a joint determination by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
10. Any major changes within this Planned Unit Development shall be submitted to the Planning Commission and the Governing Body for their consideration.
11. Amendments, adjustments or interpretations to this PUD shall be done in accordance with the Unified Zoning Code.
12. A Certificate or Notice of PUD is required to be recorded with the Sedgwick County Register of Deeds Office upon approval of the PUD.

GREENE: My questions is concerning the height of the proposed sign. The comments made about the elevation of the roadway and if that could factor into the height of the sign. Do we have any idea of what the height of that elevated roadway is?

ZEVENBERGEN: We don't and that's why the recommended PUD language is written the way it is. It's affording the opportunity for higher than 30 feet with the submission of a site and exhibit that gives us those elevations. At DAB last night, the agent for the applicant said that they didn't do a survey initially on the site, but they planned to do one and provide those elevations to the Planning Department. The initial request was for a 50-foot sign – we're restricting it to 30 but allowing it up to 50 if they if they provide the documentation to merit the additional height.

MOTION: To approve subject to staff recommendation.

GREENE moved, and **FOX** seconded the motion, and it carried (12-0).

Recommended Language for the Jennings Addition PUD #93
Text in red indicate staff recommended changes.

Total area:
15,190 sq. ft +/-

Floor area ratio:
0.6

Maximum gross floor area:
9,114

Maximum building height:
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A. The site shall have a 20-foot building setback long East Wassall Street.
B. A landscaped front Yard with a minimum depth of 15 feet shall be provided when within 100 feet of a residential zoning District or when across the street from a residential zoning District. The landscaping shall be in addition to any architectural Screening type Fences or face of the structures that shall be designed to Screen the use from the residential neighborhood. Such Fence, when required, shall be solid or semi-solid and constructed to prevent the passage of debris or light and constructed of either brick, stone, architectural tile, masonry units, wood or other similar material (not including woven wire) and shall be not less than six feet or more than eight feet in height.
C. Architectural design shall be submitted to the Planning Department for review and approval prior to the issuance of building permits.
D. Any side of the building providing doorways to storage areas shall be setback from the north property line at least 40 feet unless a determination is made by the Planning Department that sufficient screening and landscaping is provided through the review and approval of a site/landscape plan.
E. All driveways, Parking, loading and vehicle circulation areas shall be paved with concrete, asphalt or asphaltic concrete or comparable hard surfacing material. Adequate bumper guards or Fences shall be provided to prevent the extension of Vehicles beyond property lines.
F. All lights shall be shielded to direct light onto the Uses established and away from Adjacent property, but it may be of sufficient intensity to discourage vandalism and theft.
G. All storage on the property shall be kept within an enclosed Building, unless a portion of the property or Lot is properly zoned to otherwise permit a designated area for outside storage.
H. No activities such as miscellaneous or garage sales shall be conducted on the premises.
I. The servicing or repair of Motor Vehicles, boats, Trailers, lawn mowers and other similar equipment shall not be conducted on the premises.
J. Signs shall be limited to one per arterial Street frontage. Signs shall not exceed twenty feet in height nor exceed fifty square feet in gross surface area. Signs shall not project over any public right-of-way.
K. All areas not paved in accordance with the requirements of this section shall be landscaped with deciduous and coniferous plant materials. The Landscaping plan shall be approved

by the Planning Department. Maintenance of the Landscaping shall be sufficient to maintain it in good condition.

L. The area shall be properly policed by the owner or operator for removal of trash and debris.

M. The operation of such a facility shall in no way be deemed to include a transfer and storage business where the use of Vehicles is part of such business.

N. No individual or business shall lease more than 3,000 square feet of storage spaces.

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    c. The sign shall have a maximum height of 30 feet. A greater maximum height (not to exceed 50 feet) shall be permitted upon review and approval of site plan and exhibit by the Planning Department demonstrating the need for additional height.
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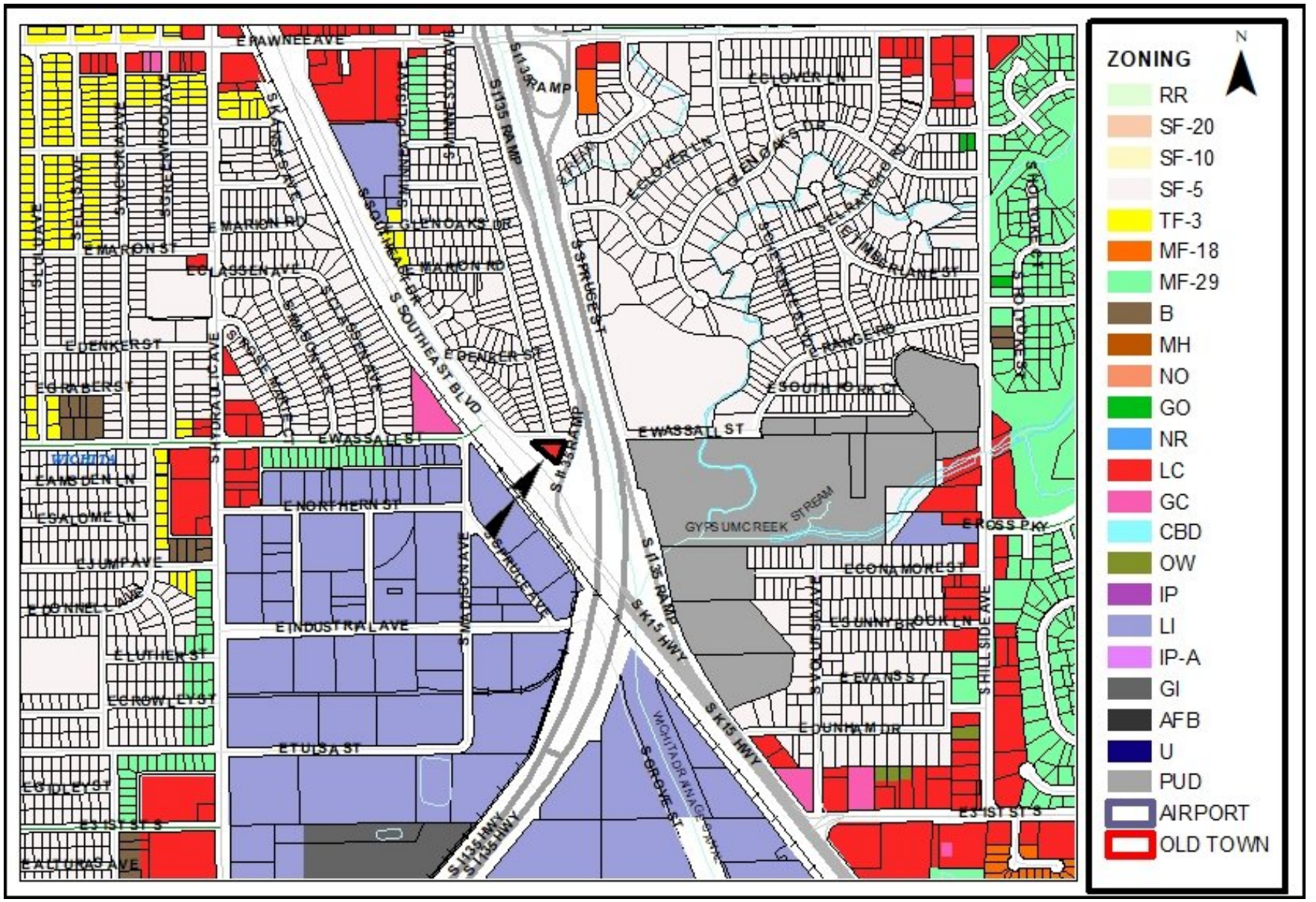
        i. Between 10:00 p.m. and 6:00 a.m., the brightness of the sign shall not exceed 1875 nits.
        ii. The transition time between displays shall not be less than 5 second intervals.
        iii. Full motion video is prohibited.
    g. This sign shall be located in the south 100 feet of the property.
8. The transfer of title on all or any portion of the land included in the Planned Unit Development does not constitute a termination of the plan or any portion thereof; but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns as amended. However, the Director of Planning, with the concurrence of the Zoning Administrator, may approve minor adjustments to the conditions in this overlay, consistent with the approved development plan, without filing a formal ordinance amendment.
9. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body,

and any substantial deviation of the plan, after a joint determination by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

10. Any major changes within this Planned Unit Development shall be submitted to the Planning Commission and the Governing Body for their consideration.
11. Amendments, adjustments or interpretations to this PUD shall be done in accordance with the Unified Zoning Code.
12. A Certificate or Notice of PUD is required to be recorded with the Sedgwick County Register of Deeds Office upon approval of the PUD.

N
E WASSALL ST
S SOUTHEAST BLVD
S MINNESOTA AVE
S SPRUCE ST
E WASSALL ST
S SOUTHEAST BLVD
E WASSALL ST
BNSF RR
S I35 HWY
S I35 RAMP
S I35 HWY
S I35 RAMP
S MADISON AVE
BNSF RR
S SPRUCE AVE


ZONING
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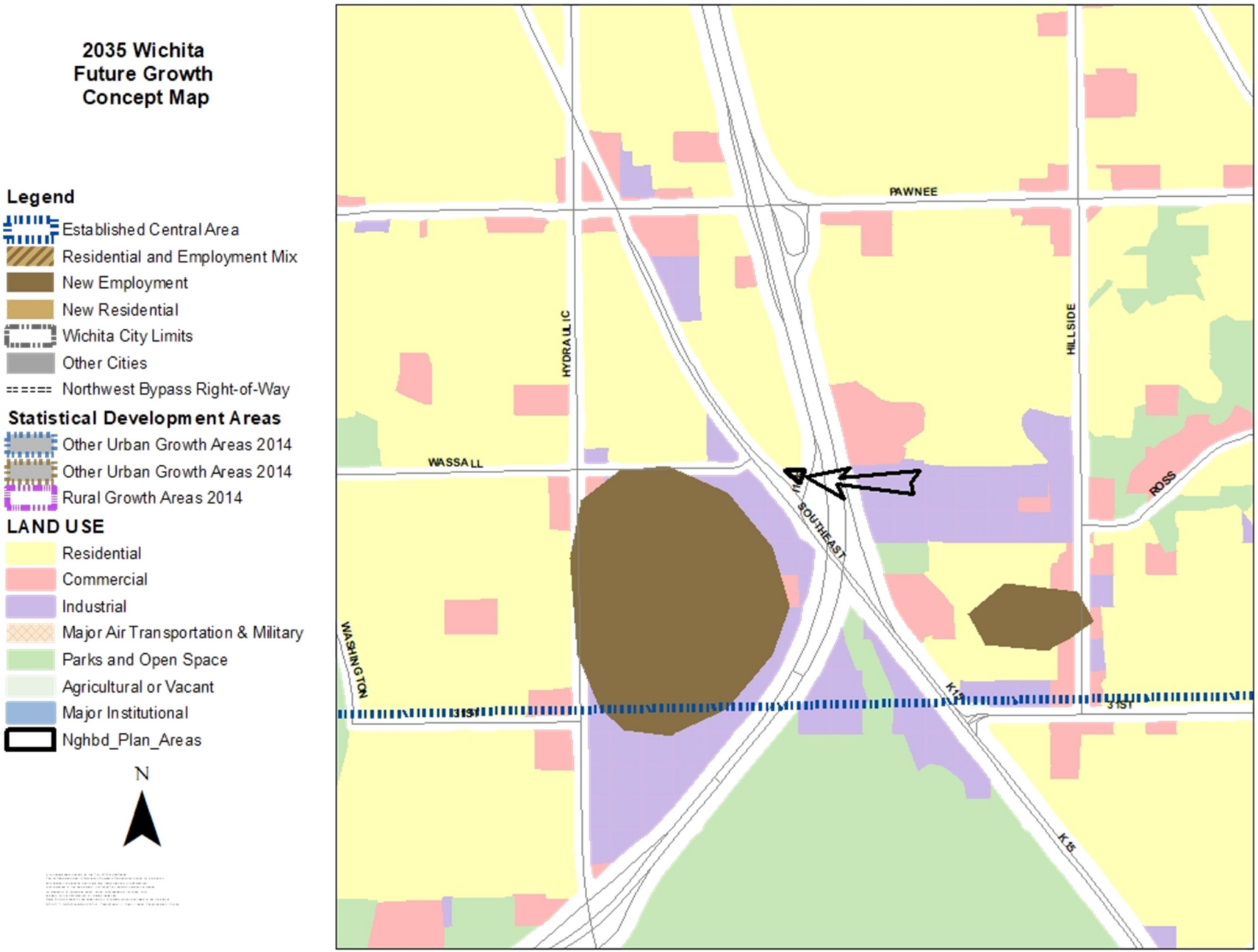
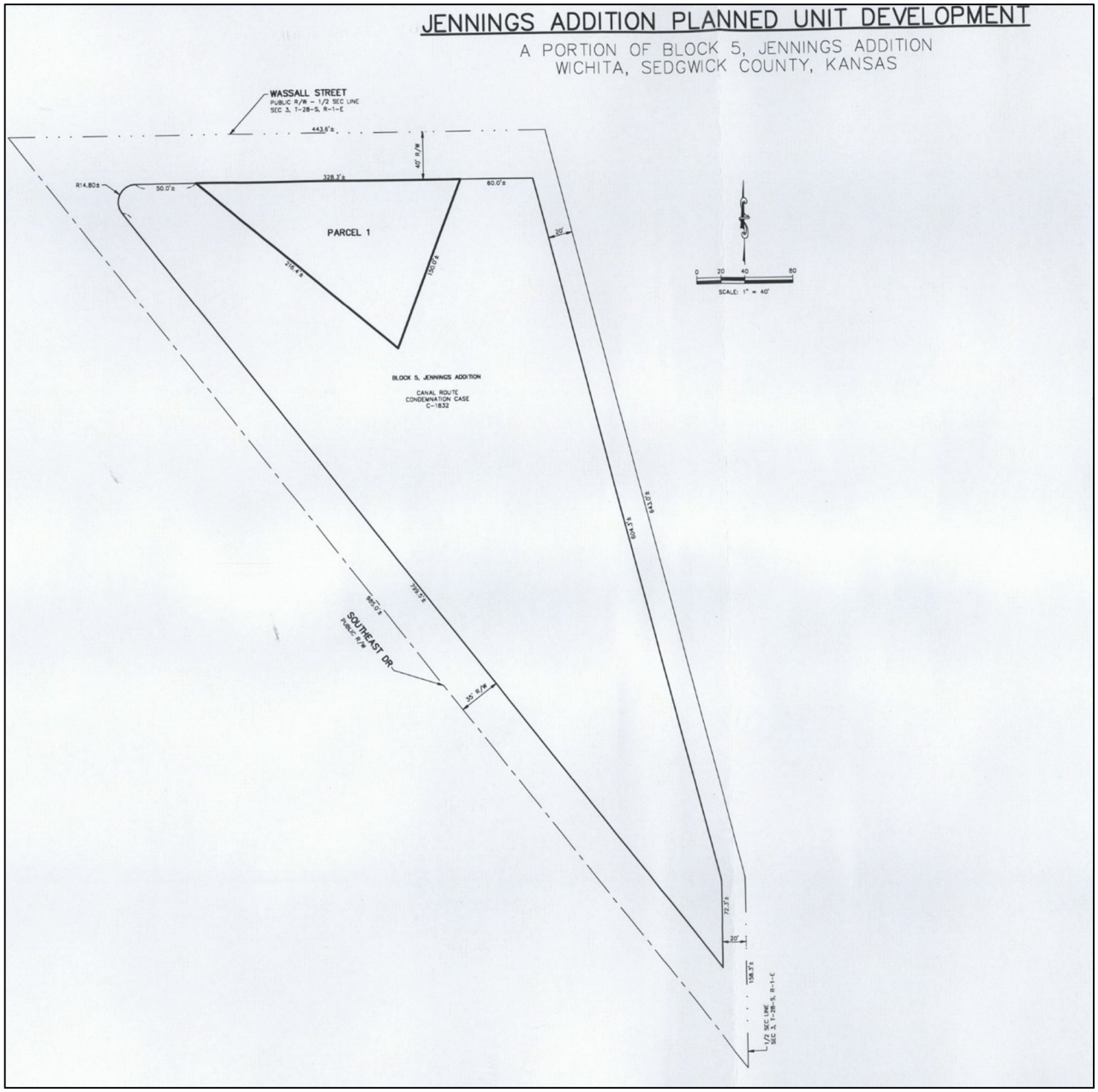
AIRPORT
OLD TOWN
E PAWNEE AVE
E MARION RD
E MARION ST
E CLASSEN AVE
E DENKER ST
E GRABER ST
E WASSALL ST
E NORTHERN ST
E INDUSTRIAL AVE
E TULSA ST
E CLOVER LN
E GLEN OAKS DR
E SOUTH FORK CT
E ROSS PKY
E CONAMORE ST
E SUNNY BROOK LN
E EVANS ST
E DUNHAM DR
E 1ST ST S
E ALTURAS AVE
S SOUTHEAST BLVD
S SPRUCE ST
S I135 RAMP
S K15 HWY
GYPSUM CREEK STREAM
WICHITA
WICHITA DRAINAGE AVE
S HILLSIDE AVE
S HOLYOKE ST

2035 Wichita Future Growth Concept Map




JENNINGS ADDITION PLANNED UNIT DEVELOPMENT
A PORTION OF BLOCK 5, JENNINGS ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS
WASSALL STREET
PUBLIC R/W - 1/2 SEC LINE
SEC 3, T-28-S, R-1-E
443.6'±
40' R/W
328.3'±
R14.80±
50.0'±
60.0'±
PARCEL 1
216.4'±
150.0'±
20'
BLOCK 5, JENNINGS ADDITION
CANAL ROUTE
CONDEMNATION CASE
C-1832
604.3'±
643.0'±
799.5'±
985.0'±
SOUTHEAST DR
PUBLIC R/W
35' R/W
72.3'±
20'
158.3'±
1/2 SEC LINE
SEC 3, T-28-S, R-1-E
0 20 40 80
SCALE: 1" = 40'

Looking southeast at site

Looking east along Wassall

Looking east at I-135

Looking south at and away from site

Looking west away from site

Interoffice Memorandum

To: MAPC

From: Becca Johnson, District 3 Community Services Representative

Subject: PUD2022-00001

Date: March 2, 2022

On March 2nd, 2022 the District 3 Advisory Board considered a zone change request in the City from LC Limited Commercial to PUD Planned Unit Development for General Commercial uses on property located on the east side of Southeast Boulevard (K-15) and one-half mile south of East Pawnee Avenue (at the intersection of East Wassall and South Minnesota).

The agent was in attendance.

DAB and members of the public asked and made the following summarized questions and comments:

DAB (Q): Will there be any conflict on this property when the larger, improved sewage lines are installed?
Staff (A): I am not aware of where the sewage line will be so I cannot speak to that.
CM Hoheisel (A): I believe the improved sewage line will be East of this site.

DAB (Q): The sidewalk shown is within the overlay for this property. Will that sidewalk remain once this land is developed?
Staff (A): The aerial overlay in GIS is not an exact match for real world property lines, so no the sidewalk is not part of their property therefore it will remain.

DAB (Q): What is the parking ratio in the Central Business District? And why is this considered part of the Central Business District?
Staff (A): The PUD says off street parking requirement is for central business district zoning, which means they are not required to provide any off-street parking. The reference to the Central Business District is specific to the central business district zoning, which was developed specifically for the Central Business District and is applied to areas across the city that cannot support off-street parking. It is applied to this case due to the size of the lot and the inability to have both an off-street parking lot and a developed property on the land. Parking requirements take into account the use of a property as well as the size of the use.

Agent (A): We are going to have some parking on the site, but if we had to adhere to all the parking requirements, there would not be much of the lot left to be developed.

DAB (Q): Is a warehouse or storage unit being built?
Agent (A): It is a self-storage warehouse.

DAB (Q): How would a semi-truck back into this facility?
Agent (A): The facility will be for personal storage and semi-trucks should not be coming to the facility.

DAB: The only people doing long term parking would be staff correct?
Agent (A): There will not be a 24/7 caretaker on site. There will be a few parking stalls for when staff need to access the facility.

DAB (Q): Is that a pedestrian overpass for the highways?
Agent (A): Yes. And those sidewalks are not on our property so it will not be touched.

Agent (C): Self-storage warehouses are low traffic generating and not as intrusive as other businesses. For the billboard use, this is a great site for visibility from Southeast Boulevard. To properly document the necessity for a raised billboard, property surveys will need to be done that the client was not able to get to in the timeframe since he closed on the property.

DAB (Q): How will you guarantee people will not attempt to live in these units?
Agent (A): Using the units as a residence is not allowed and is covered in the contract. Additionally, it is illegal. The owners are local and will be checking in often. The units are not climate controlled either and thus not suitable for living.
DAB (Q): Are the owners able to look in all storage units at any time?
Agent (A): Yes, they always have a right of entry.

Action Taken: Motion made by **Michael Loop** and seconded by **Gerald Henry** to ***APPROVE*** the application subject to adherence to the recommended PUD text and the listed conditions. Motion to ***APPROVE*** **PASSED 9-0-1.**

Respectfully submitted,
Becca Johnson, District 3 Community Services Representative

OCA 150004

(Published in the Wichita Eagle, April 15, 2022)

ORDINANCE NO. 51-731

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. PUD2022-00001

City zone change from LC Limited Commercial to PUD Planned Unit Development, subject to the general provisions of PUD #93, on property described as:

Block 5, Jennings Addition, Sedgwick County, Kansas.

The Jennings Addition Planned Unit Development (PUD #93) shall be subject to the following conditions:

1. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #93) Jennings Addition Planned Unit Development has special conditions for development on the property.

2. A copy of the recorded certificate along with four copies of the approved PUD shall be submitted to the Metropolitan Area Planning Department within 60 days of governing body approval, or the request shall be considered denied and closed.

3.

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.

[Remainder of this page intentionally left blank]

Adopted this 12th day of April, 2022.

_____
Brandon J. Whipple, Mayor, City of Wichita

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: SUB2021-00024 -- Plat of Nguyen Acres Addition Located on the North Side of East 47th Street South, One-Quarter Mile East of South Greenwich Road (County)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (11-0).

Staff Recommendation: Approve the plat.

Background: The site consists of three lots on 14.23 acres zoned RR Rural Residential. The property is located in the County within three miles of Wichita's boundary.

Analysis: The site has been approved by the Metropolitan Area Building and Construction Department for the use of on-site sewage disposal facilities. Sedgwick County Rural Water District No. 3 will provide water service. The applicant has provided a No Protest Agreement for future sewer extension. The applicant has submitted a Grant of Joint Access Easement. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: No Protest Agreement.
Grant of Joint Access Easement.
Drive Approach Closure Certificate.

NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION

This Agreement made and entered into this 14th day of March, 2022, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and Phuoc C. Nguyen and Hue Thi Pham, husband and wife, Owners, party of the second part (hereinafter "Owners")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owners and property owned by others; and

WHEREAS, Owners desire to have certain improvements to their property; Owners are the owners of real property legally described as:

NGUYEN ACRES ADDITION
Lots 1 through 3, Block A

and

WHEREAS, the City wishes to ensure that the said real property owned by Owners will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.

2. Owners, on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owners of their right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owners' said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owners shall constitute covenants running with the land described herein.

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

We, Phuoc C. Nguyen and Hue Thi Pham, owners of Lots 1 through 3, Block A, Nguyen Acres Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lots 1 through 3, Block A, Nguyen Acres Addition may be subject to special assessments assessed thereto for the cost of constructing the above-described improvement.

Signed this 14th day of March, 2022.

Phuoc C. Nguyen, Owner

Hue Thi Pham, Owner

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 14th day of March, 2022, before me, a Notary Public, in and for the County and State aforesaid, came Phuoc C. Nguyen and Hue Thi Pham, Owners, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

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

LUNETTE A. SAUBER
Notary Public – State of Kansas
My Appt. Expires 09-20-22

Notary Public

My Commission Expires: 09-20-2022

CITY OF WICHITA

By:_____ ATTEST: _____
Brandon Whipple, Mayor, City of Wichita Karen Sublett, City Clerk

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this _____ day of _____, 2022, before me, a Notary Public, in and for the County and State aforesaid, came Brandon Whipple, Mayor of City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

_____
Notary Public

My Commission Expires:_____

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

GRANT OF JOINT ACCESS EASEMENT

WHEREAS, Phuoc C. Nguyen and Hue Thi Pham, husband and wife, are the owners of the real property hereinafter described:

NGUYEN ACRES ADDITION
Lots 1 through 3, Block A

and

WHEREAS it is determined that it is in the best interests of the parties and their successors and assigns that a certain common easement, as hereinafter described, be established and conveyed for the use and benefit of all the parties hereto, their successors, assigns, and licensees.

NOW, THEREFORE, be it known that the undersigned does hereby grant and convey for itself, its successors, grantees, licensees and assignees in interest, the right to use for ingress and egress, the joint access easement as hereinafter set forth.

Joint access easement for ingress and egress to Lots 1, 2 and 3, Block A, Nguyen Acres Addition, from 47th St S, over and across the following real estate:

> That part of Nguyen Acres Addition, Sedgwick County, Kansas, more particularly described as the West 30 feet of the East 50 feet of Lots 1 and 2, Block A, of said Nguyen Acres Addition.

It is agreed that such easement shall be a perpetual easement until and unless amended, revoked, or released by all of the parties in interest or their successors or assigns and that the same shall be a covenant running with the land and shall be binding upon the grantors herein, their grantees, their heirs, assigns, licensees, successors, and assignees in interest.

It is further contracted and covenanted that such easement shall be for driveway, ingress, and egress purposes and such easement shall not be used for parking purposes or utilized in any manner so as to impede or inconvenience the use of such easement for the purposes herein set forth. Maintenance of said easements shall be in the mutual interests and responsibilities to all parties' interest and their successors, heirs, and/or assigns.

In testimony whereof the undersigned has set their hands this 14th day of March, 2022.

Phuoc C. Nguyen

Hue Thi Pham

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 14th day of March, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Phuoc C. Nguyen and Hue Thi Pham, husband and wife, 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.

LUNETTE A. SAUBER
Notary Public – State of Kansas
My Appt. Expires 09-20-22

Notary Public

My Appointment Expires: 09-20-2022

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Phuoc C. Nguyen and Hue Thi Pham, husband and wife, owners of that certain real property to be known as Lots 1 through 3, Block A, Nguyen Acres Addition, Sedgwick County, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the Wichita-Sedgwick County Metropolitan Area Planning Commission, any existing drive approaches on 47th St S, in excess of the one allowed per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per Sedgwick County specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to Sedgwick County (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that Sedgwick County may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 14th day of March, 2022.

Phuoc C. Nguyen

Hue Thi Pham

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 14th day of March, 2022, before me, the undersigned, a Notary Public in and for ~~the~~ State and County aforesaid, came Phuoc C. Nguyen and Hue Thi Pham, husband and wife, to me personally known to be the persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

LUNETTE A. SAUBER
Notary Public – State of Kansas
My Appt. Expires 09-20-22

Notary Public

My Appointment Expires:

09-20-2022

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

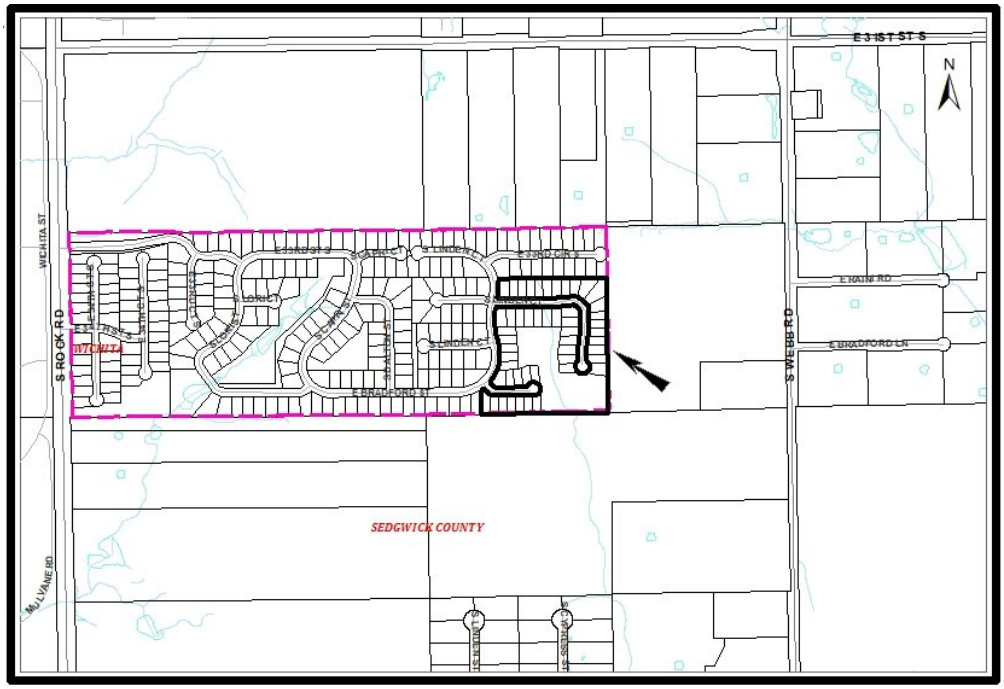
SUBJECT: SUB2021-00058 -- Plat of R.F. 2nd Addition Located One-Quarter Mile South of East 31st Street South, One-Quarter Mile West of South Webb Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat (12-0).



Background: The property consists of 41 lots on 18.24 acres. The property is zoned PUD Planned Unit Development.

Analysis: The applicant has submitted a Certificate of Petition for sewer, water, paving and drainage improvements. The site is within the noise impact area of McConnell Air Force Base; therefore, the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution. The applicant has submitted a Restrictive Covenant in accordance with the City of Wichita Backyard Drainage Policy and to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has provided a Restrictive Covenant restricting the use of a 15-foot street, drainage and utility easement adjoining a narrow street right-of-way. The applicant has submitted a Notice of Planned Unit Development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents as to form and all the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat and authorize the necessary signatures.

Attachments: Certificate of Petition.
Avigational Easement.
Restrictive Covenants.
Notice of Planned Unit Development.

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, Rocky Ford, LLC, a Kansas limited liability company, owners of R.F. ADDITION and R.F. 2ND ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Sewer Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within R.F. Addition and R.F. 2nd Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 8th day of March, 2022.

Rocky Ford, LLC

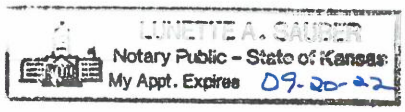
By: J. Russell Development & Management, Inc.
Manager

By:_____
Jay W. Russell, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of March, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as President of J. Russell Development & Management, Inc., a Kansas corporation, as Manager of Rocky Ford, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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



Notary Public

My Appointment Expires:

09-20-2022

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 8th day of March, 2022, by Rocky Ford, LLC, a Kansas limited liability company, GRANTOR hereof, does 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:

R.F. 2nd ADDITION
Lots 1 through 41, Block A

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code Sect. 40102, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

Rocky Ford, LLC

By: J. Russell Development & Management, Inc.
Manager

By: _____
Jay W. Russell, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of March, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as President of J. Russell Development & Management, Inc., a Kansas corporation, as Manager of Rocky Ford, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

LUNETTE A. SAUBER
Notary Public - State of Kansas
My Appt. Expires 09-20-22

Lunette A. Sauber
Notary Public

My Appointment Expires:

09-20-2022

RESTRICTIVE COVENANT

THIS DECLARATION made this 8th day of March, 2022, by Rocky Ford, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

R.F. 2nd Addition
Lots 31 through 34, Block A

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15 foot street, drainage and utility easement.

NOW, THEREFORE, Declarant hereby declares and covenants that retaining walls, change of grade, fences, earth berms, and mass plantings shall be prohibited within the said easement. Furthermore, the Declarant hereby agrees that any planting within the said easement shall be reviewed by the City Forestry Division, prior to installation.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land, and is binding on all successors in title to said Lots, as platted in said R.F. 2nd Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the date and year first above written.

ROCKY FORD, LLC

By: J. Russell Development & Management, Inc.
Manager

By: _____
Jay W. Russell, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of March, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as President of J. Russell Development & Management, Inc., a Kansas corporation, as Manager of Rocky Ford, LLC, a Kansas Limited Liability Company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said limited liability company.

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

LUNETTE A. SAUBER
Notary Public - State of Kansas
My Appt. Expires 09-20-22

Lunette A. Sauber
Notary Public

(My Commission Expires: 09-20-2022)

RESTRICTIVE COVENANT

THIS DECLARATION made this 8th day of March, 2022, by Rocky Ford, LLC, a Kansas limited liability company, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

R.F. 2nd Addition
Lots 1 through 41, Block A

WHEREAS, the Declarant's property is located near McConnell Air Force Base 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 wellbeing 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 R.F. 2nd 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.

Rocky Ford, LLC

By: J. Russell Development & Management, Inc.
Manager

By: _____
Jay W. Russell, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of March, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as President of J. Russell Development & Management, Inc., a Kansas corporation, as Manager of Rocky Ford, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

LUANETTE A. SAUBER
Notary Public – State of Kansas
My Appt. Expires 09-20-22

_____
Notary Public

My Appointment Expires:

09-20-2022

RESTRICTIVE COVENANT

THIS DECLARATION made this 8TH day of MARCH, 2022, by Rocky Ford, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

R.F. 2nd ADDITION
Lots 1 through 41, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", R.F. 2nd Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. Reserve "A" is reserved for open space, lakes, landscaping, drainage purposes, contingent dedication, berms, walking paths, and utilities as confined to easements.

Reserve "A", shall be owned and maintained by the homeowners association for the addition.

2. That a Homeowner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes, at the Declarant's sole cost. Reserve "A", as designated on the plat of R.F. 2nd Addition, Wichita, Sedgwick County, Kansas, shall be deeded to the Homeowner's Association upon its incorporation or within 30 days thereafter.

3. That the declaration of covenants and other provisions of the Homeowner's Association being formed shall provide specific pertinent language requiring that the Homeowner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserve "A", "R.F. 2nd Addition, Wichita, Sedgwick County, Kansas, under the same scope of responsibility as the initial phase of development.

4. A master drainage plan has been developed for this plat. All drainage easements, rights-of-way, and reserves shall remain at established grades (unless modified with the approval of the City Engineer) and shall be unobstructed to allow for the conveyance of stormwater in accordance with the Stormwater Manual. The maintenance of all drainageways and drainage facilities in backyard drainage easements and reserves shall be the responsibility of the property owner, and shall be enforced by the

Homeowners' Association and be provided for in the Homeowners' Association covenants. The property owner shall provide a copy of the Individual Lot Grading Plan and the Individual Lot Grading Plan Certificate pertaining to such owner's lot to any person installing a lawn, landscaping, fencing, or other improvements or structures and require them to maintain the grade levels shown on the Individual Lot Grading Plan Certificate.

5. 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 Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Homeowners Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Homeowner's Association and said entity has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Homeowners Association shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against all lots in R.F. 2nd Addition, Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in all lots in R.F. 2nd Addition, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Rocky Ford, LLC

By: J. Russell Development & Management, Inc.
Manager

By: _____
Jay W. Russell, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8 day of MARCH, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, as President of J. Russell Development & Management, Inc., a Kansas corporation, as Manager of Rocky Ford, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Maurie A. Sanders
Notary Public

MAURIE A. SANDERS
Notary Public - State of Kansas
My Appt. Expires 6-27-24

My Appointment Expires:

June 27, 2024

NOTICE OF PLANNED UNIT DEVELOPMENT

THIS NOTICE made this 8th day of March, 2022, by Rocky Ford, LLC, a Kansas limited liability company, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant, at the time of application for the planned unit development with the Metropolitan Area Planning Department, was the owner of the following described property:

R.F. 2nd ADDITION
Lots 1 through 41, Block A

and

WHEREAS, Declarant is desirous to file notice that a planned unit development plan approved by the Wichita City Council is on file with the Metropolitan Area Planning Department, known as RF Addition Planned Unit Development (PUD-#81).

NOW, THEREFORE, the Declarant wants to make notice that the approved planned unit development plan has placed restrictions on the use and requirements on the development of the above-described real property.

The Metropolitan Area Planning Department is located on the 2nd Floor, The Ronald Reagan Building, 271 West 3rd Street, Suite 201, Wichita, Kansas, (316) 268-4421.

The planned unit development 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 Lots 1 through 41, Block A, R.F. 2nd Addition, Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

Rocky Ford, LLC

By: J. Russell Development & Management, Inc.
Manager

By: _____
Jay W. Russell, President

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 8th day of March, 2022, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jay W. Russell, President of J. Russell Development & Management, Inc., a Kansas corporation, Manager of Rocky Ford, LLC, a Kansas limited liability company, 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.

LUNETTE A. SAUBER
Notary Public – State of Kansas
My Appt. Expires 09-20-22

_____
Notary Public

(My Appointment Expires: 09-20-2022)

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: ZON2022-000003 –Zone Change from SF-5 Single-Family Residential to MF-18 Multi-Family Residential; Generally Located 1,100 Feet North of K-96 Highway and 1,000 Feet West of North Meridian Avenue (District VI)

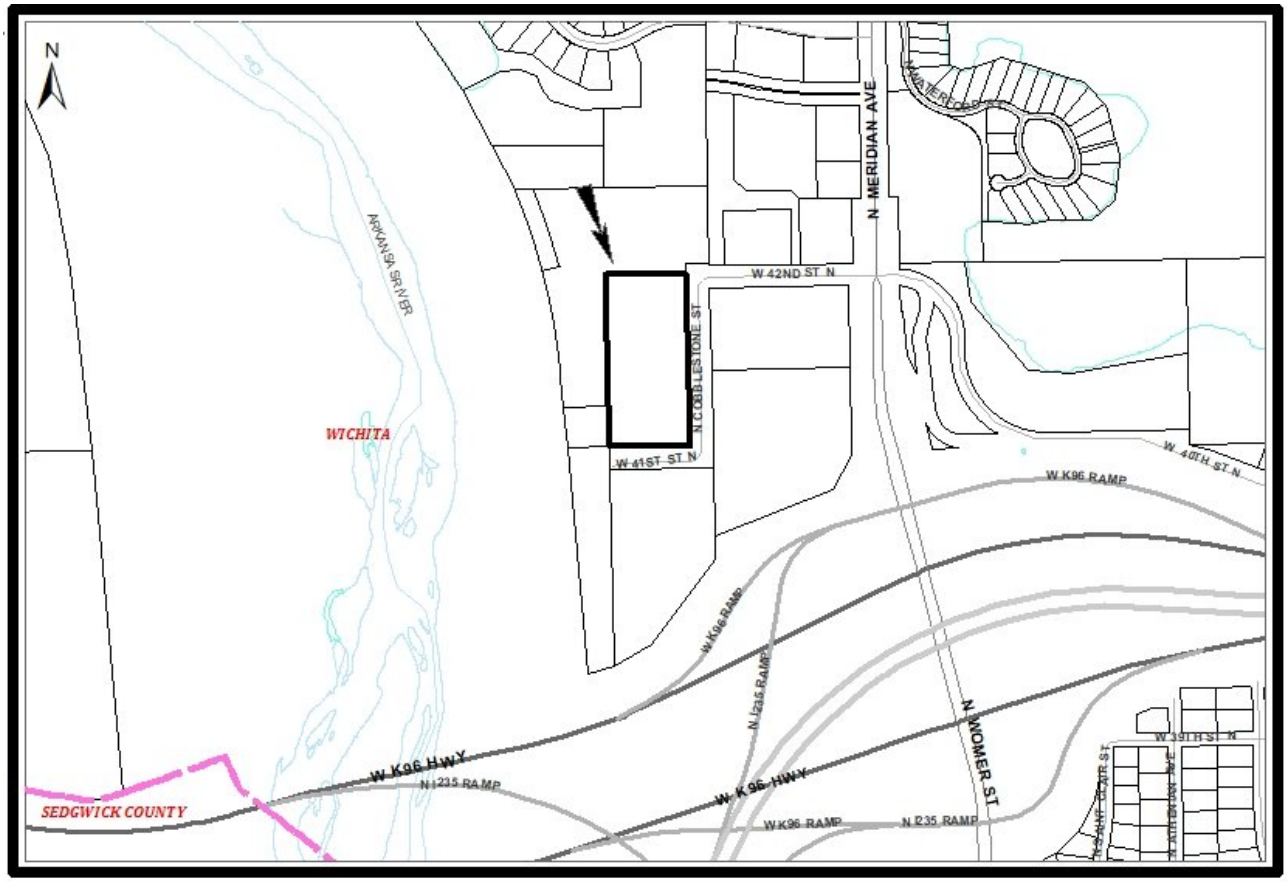
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.

DAB VI Recommendations: Approve (7-0).



BACKGROUND: The applicant is requesting the rezoning of one lot in the Riverlawn Addition (approximately 6.399 acres) from SF-5 Single Family Residential to MF-18 Multi-Family Residential. The subject property is currently developed as outdoor recreation fields and is generally located 1,000 feet north of K-96 Highway and 1,000 feet west of North Meridian Avenue

The applicant intends to develop the site with 10 multi-family buildings. The number of Dwelling Units in each building has not been specified. The property development standards for the MF-18 Multi-Family Residential zoning district allow a maximum of 17.4 Dwelling Units per acre for multi-family. The maximum number of Dwelling Units allowed on the site if rezoned to MF-18 Multi-Family Residential would be 111. The attached site plan indicates that the development will have access via West 41st Street North to the south.

The parking requirement for multi-family is 1.25 spaces per one-bedroom dwelling units, and 1.75 spaces per two-bedroom or larger dwelling units. With the maximum number of 111 dwelling units allowed on the site, required parking would be between 139 and 195 spaces.

The property to the north of the subject site is zoned LC Limited Commercial and is an undeveloped portion of Lakeside at the Moorings CUP DP-323. The property to the south of the subject site, across West 41st Street North, is zoned SF-5 Single-Family Residential and is undeveloped. The property to the east of the subject site, across North Cobblestone Street, is zoned LC Limited Commercial and is developed as the Riverlawn Christian Church. The property to the west of the subject site is zoned OW Office Warehouse and is an undeveloped portion of the Lakeside at the Moorings CUP DP-323.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of multi-family properties when abutting or across a street or alley from residential zoning districts. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback.

Analysis: On March 3, 2022, the Metropolitan Area Planning Commission (MAPC) recommended approval of the application (12-0). No members of the public spoke at this public hearing.

On March 7, 2022, District Advisory Board (DAB) VI recommended approval of the application (7-0). No members of the public spoke at this public meeting.

No protest petitions were received for the requested zoning change.

The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

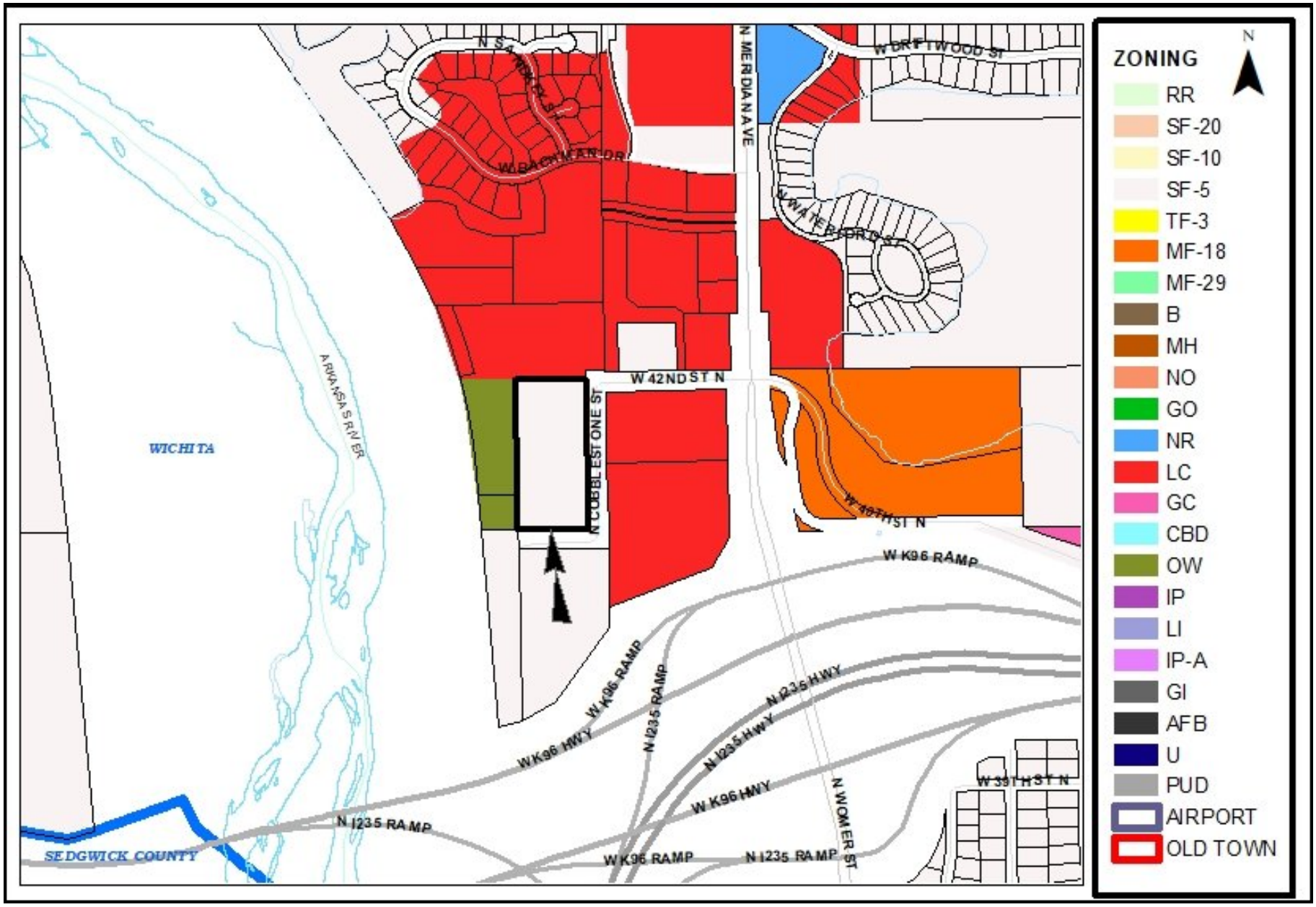
Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).

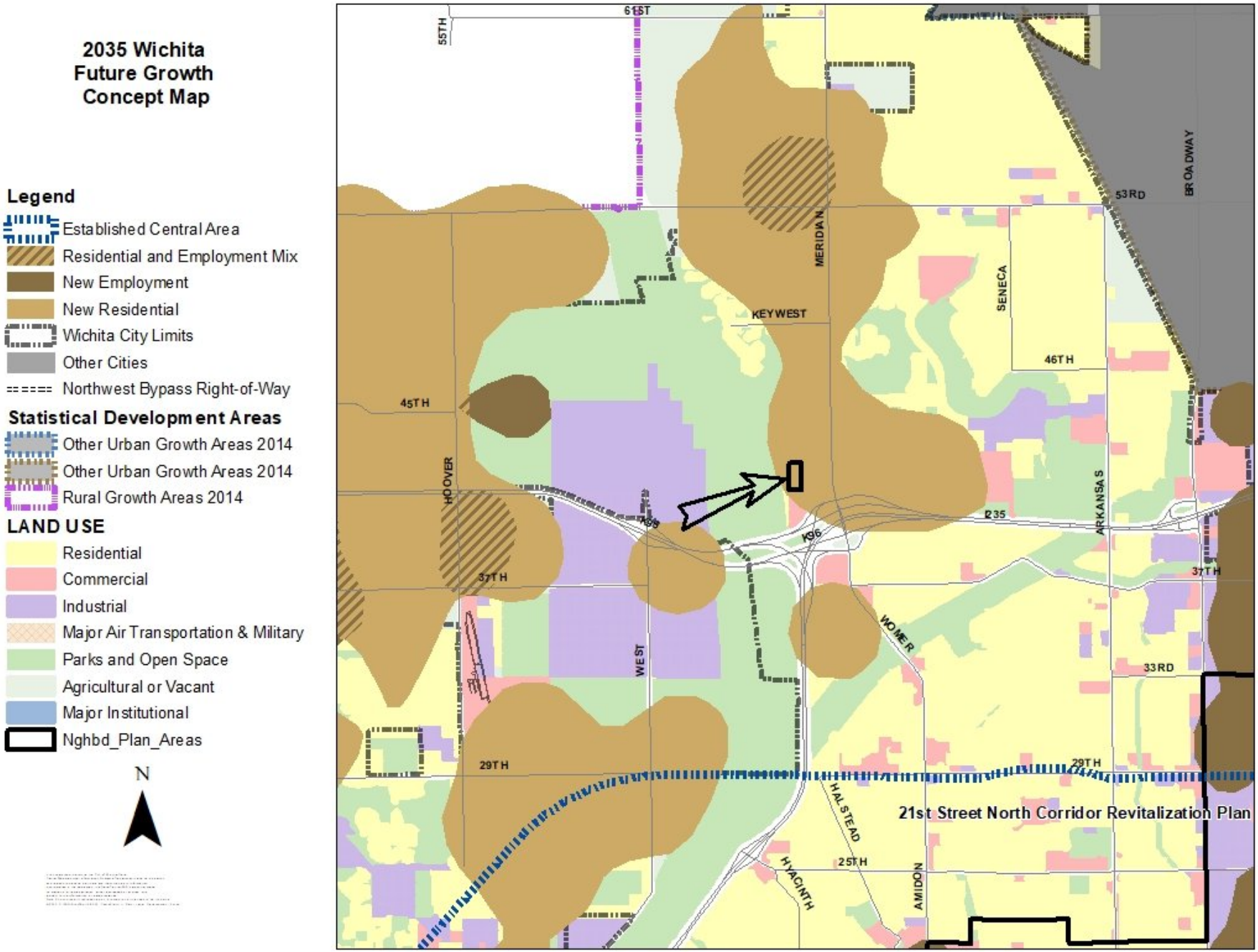
Attachments:

1. Supporting Documents
2. MAPC Minutes
3. DAB VI Report
4. Ordinance

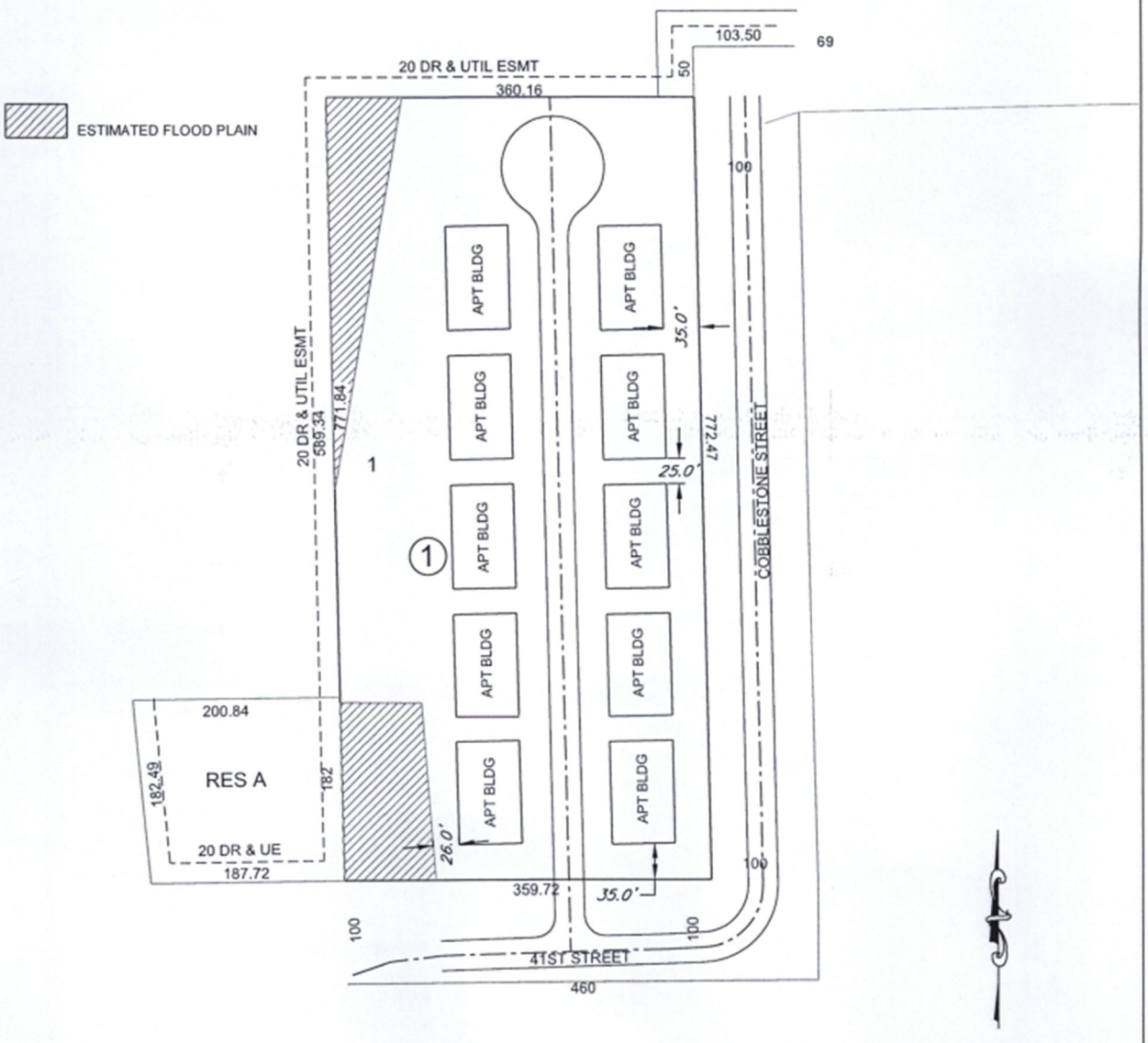
N
W 42ND ST N
W 41ST ST N
N COBBLESTONE ST
W 41ST ST N
N MERIDIAN AVE
W K96 RAMP
N 125 RAMP
W K96 RAMP


ZONING
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
OW
IP
LI
IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
N
N MERIDIAN AVE
W DRIFTWOOD ST
W 42ND ST N
N COBBLESTONE ST
W 49TH ST N
W K96 RAMP
W K96 HWY
N I235 RAMP
N I235 HWY
N WOMER ST
W 39TH ST N
WICHITA
ARKANSAS RIVER
SEDGWICK COUNTY

2035 Wichita Future Growth Concept Map



Rezoning Site Plan for
Riverlawn Christian Church
Wichita, Sedgwick County, Kansas



SCALE: 1"=150'

The property west of the subject site

The property south of the subject site

The subject site facing north

East of the subject site

The subject site facing northwest

EXERPT MINUTES FOR MARCH 3, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

4.3 ZON2022-00003: City Zone Change from SF-5 Single-Family Residential to MF-18 Multi-Family Residential; generally located 1,100 feet north of K-96 Highway and 1,000 feet west of North Meridian Avenue.

Lot 1, Block 1, Riverlawn Christian Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting the rezoning of one lot in the Riverlawn Addition (approximately 6.399 acres) from SF-5 Single Family Residential to MF-18 Multi-Family Residential. The subject property is currently developed as outdoor recreation fields and is generally located 1,000 feet north of K-96 Highway and 1,000 feet west of North Meridian Avenue

The applicant intends to develop the site with ten multi-family buildings. The number of Dwelling Units in each building has not been specified. The property development standards for the MF-18 Multi-Family Residential zoning district allow a maximum of 17.4 Dwelling Units per acre for multi-family. The maximum number of Dwelling Units allowed on the site if rezoned to MF-18 Multi-Family Residential would be 111. The attached site plan indicates that the development will have access via West 41st Street North to the south.

The parking requirement for multi-family is 1.25 spaces per one-bedroom dwelling units, and 1.75 spaces per two-bedroom or larger dwelling units. With the maximum number of 111 dwelling units allowed on the site, required parking would be between 139 and 195 spaces.

The property to the north of the subject site is zoned LC Limited Commercial and is an undeveloped portion of Lakeside at the Moorings CUP DP-323. The property to the south of the subject site, across West 41st Street North, is zoned SF-5 Single-Family Residential and is undeveloped. The property to the east of the subject site, across North Cobblestone Street, is zoned LC Limited Commercial and is developed as the Riverlawn Christian Church. The property to the west of the subject site is zoned OW Office Warehouse and is an undeveloped portion of the Lakeside at the Moorings CUP DP-323.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of multi-family properties when abutting or across a street or alley from residential zoning districts. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback.

CASE HISTORY: On July 27, 2005, the subject property was platted as Lot 1 of Riverlawn Christian Addition. No other zoning cases are associated with this site.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Undeveloped portion of Lakeside at the Moorings CUP DP-323
SOUTH:	SF-5	Undeveloped
EAST:	LC	Riverlawn Christian Church (Applicant)
WEST:	OW	Undeveloped portion of Lakeside at the Moorings CUP DP-323

PUBLIC SERVICES: The site will have access to West 41st Street North, a 2-lane paved local street. All public services are available to be extended to serve the property.

CONFORMANCE TO PLANS/POLICIES: The requested MF-18 zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) depicts the subject site as appropriate for "New Residential." This category

"encompasses areas that reflect the full diversity of residential development intensities and types typically found in a large urban municipality."

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the request, as submitted.

1. **The zoning, uses and character of the neighborhood:** The property to the north of the subject site is zoned LC Limited Commercial and is an undeveloped portion of Lakeside at the Moorings CUP DP-323. The property to the south of the subject site, across West 41st Street North, is zoned SF-5 Single-Family Residential and is undeveloped. The property to the east of the subject site, across North Cobblestone Street, is zoned LC Limited Commercial and is developed as the Riverlawn Christian Church. The property to the west of the subject site is zoned OW Office Warehouse and is an undeveloped portion of the Lakeside at the Moorings CUP DP-323.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property is presently zoned SF-5 Single Family Residential and is developed as outdoor recreation fields. The property could be developed with a single-family home.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The re-zoning of the parcel to MF-18 should not detrimentally affect nearby properties. The properties directly to the north, south, and west are currently undeveloped. The property to the east is developed as a church and is owned by the applicant.

4. **Length of time the property has been vacant as currently zoned:** The property is currently developed as outdoor recreation fields.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:**

   The requested MF-18 zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) depicts the subject site as appropriate for "New Residential." This category "encompasses areas that reflect the full diversity of residential development intensities and types typically found in a large urban municipality."

6. **Impact of the proposed development on community facilities:** Development of the property would make use of existing community facilities and resources, and is not expected to exceed their capacity. All public services are available to be extended to serve the property.

   MOTION: To approve subject to staff recommendation.

   GREENE moved, and **FOX** seconded the motion, and it carried (12-0).

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: ZON2022-0003

Date: March 25, 2022

BACKGROUND: The applicant is requesting the rezoning of one lot in the Riverlawn Addition (approximately 6.399 acres) from SF-5 Single Family Residential to MF-18 Multi-Family Residential. The subject property is currently developed as outdoor recreation fields and is generally located 1,000 feet north of K-96 Highway and 1,000 feet west of North Meridian Avenue

The applicant intends to develop the site with ten multi-family buildings. The number of Dwelling Units in each building has not been specified. The property development standards for the MF-18 Multi-Family Residential zoning district allow a maximum of 17.4 Dwelling Units per acre for multi-family. The maximum number of Dwelling Units allowed on the site if rezoned to MF-18 Multi-Family Residential would be 111. The attached site plan indicates that the development will have access via West 41st Street North to the south.

The parking requirement for multi-family is 1.25 spaces per one-bedroom dwelling units, and 1.75 spaces per two-bedroom or larger dwelling units. With the maximum number of 111 dwelling units allowed on the site, required parking would be between 139 and 195 spaces.

The property to the north of the subject site is zoned LC Limited Commercial and is an undeveloped portion of Lakeside at the Moorings CUP DP-323. The property to the south of the subject site, across West 41st Street North, is zoned SF-5 Single-Family Residential and is undeveloped. The property to the east of the subject site, across North Cobblestone Street, is zoned LC Limited Commercial and is developed as the Riverlawn Christian Church. The property to the west of the subject site is zoned OW Office Warehouse and is an undeveloped portion of the Lakeside at the Moorings CUP DP-323.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of multi-family properties when abutting or across a street or alley from residential zoning districts. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback.

CASE HISTORY: On July 27, 2005, the subject property was platted as Lot 1 of Riverlawn Christian Addition. No other zoning cases are associated with this site.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Undeveloped portion of Lakeside at the Moorings CUP DP-323
SOUTH:	SF-5	Undeveloped
EAST:	LC	Riverlawn Christian Church (Applicant)
WEST:	OW	Undeveloped portion of Lakeside at the Moorings CUP DP-323

PUBLIC SERVICES: The site will have access to West 41st Street North, a 2-lane paved local street. All public services are available to be extended to serve the property.

CONFORMANCE TO PLANS/POLICIES: The requested MF-18 zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) depicts the subject site as appropriate for "New Residential." This category "encompasses areas that reflect the full diversity of residential development intensities and types typically found in a large urban municipality."

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the request, as submitted.

1. **The zoning, uses and character of the neighborhood:** The property to the north of the subject site is zoned LC Limited Commercial and is an undeveloped portion of Lakeside at the Moorings CUP DP-323. The property to the south of the subject site, across West 41st Street North, is zoned SF-5 Single-Family Residential and is undeveloped. The property to the east of the subject site, across North Cobblestone Street, is zoned LC Limited Commercial and is developed as the Riverlawn Christian Church. The property to the west of the subject site is zoned OW Office Warehouse and is an undeveloped portion of the Lakeside at the Moorings CUP DP-323.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property is presently zoned SF-5 Single Family Residential and is developed as outdoor recreation fields. The property could be developed with a single-family home.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The re-zoning of the parcel to MF-18 should not detrimentally affect nearby properties. The properties directly to the north, south, and west are currently undeveloped. The property to the east is developed as a church and is owned by the applicant.

4. **Length of time the property has been vacant as currently zoned:** The property is currently developed as outdoor recreation fields.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:**
   The requested MF-18 zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) depicts the subject site as appropriate for "New Residential." This category "encompasses areas that reflect the full diversity of residential development intensities and types typically found in a large urban municipality."

6. **Impact of the proposed development on community facilities:** Development of the property would make use of existing community facilities and resources, and is not

expected to exceed their capacity. All public services are available to be extended to serve the property.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns. After the presentation by Senior Planner, Matthew Williams the following questions were asked by DAB VI Board Members.

Q (Public): Is the elevation difference substantial to keep the water out of the property?
A (Staff): I don't have that information, but I believe the Big Ditch is directly to the west.

Q (Public) Has this case been heard by MAPC?
A (Staff): This case was heard by Planning Commission last Thursday, March 3, 2022, and approved unanimously.

Action Taken: Bill Washburn made a motion to **APPROVE** staff's recommendation. The motion was seconded by Sergio Devora-Najera.

MOTION PASSED 7-0

Respectfully submitted,

Ana Lopez
Community Services Representative
District VI

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON April 15, 2022

ORDINANCE NO. 51-732

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. ZON2022-00003

City zone change from SF-5 Single Family Residential to MF-18 Multi-Family Residential zoning on property described as:

Lot 1, Block 1, Riverlawn Christian Addition, Wichita, Sedgwick County, Kansas.

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.

ATTEST:

_____
Brandon J. Whipple, Mayor, City of Wichita

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: ZON2022-000004 – Zone Change from LC Limited Commercial to CBD Central Business District; Generally Located Southwest of West Douglas Avenue and South Seneca Street, 1601 W. Douglas Ave. (District IV)

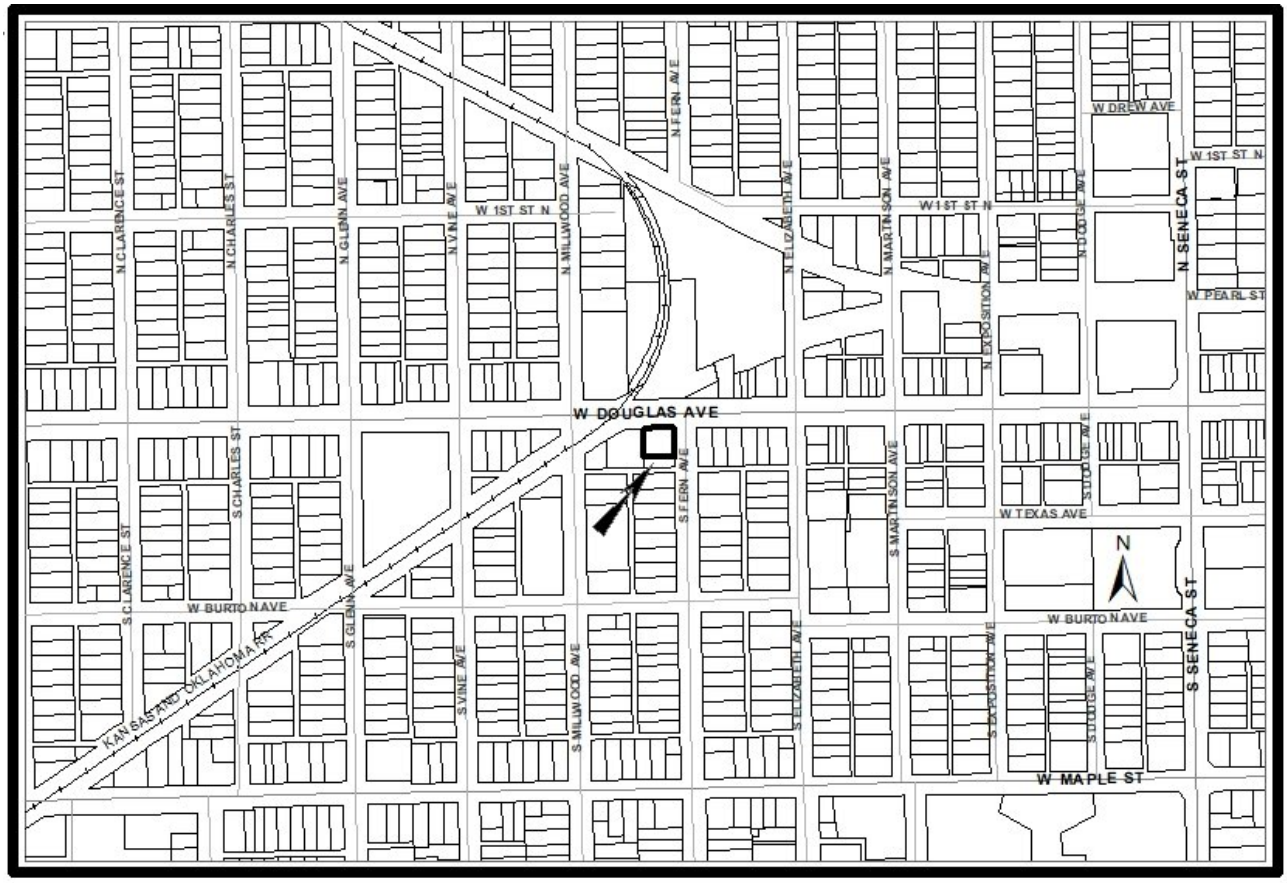
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0).

MAPD Staff Recommendations: Approve.

DAB IV Recommendations: Approve (9-0).



BACKGROUND: The applicant requests CBD Central Business District zoning on 0.22 platted acres generally located to the southwest of West Douglas Avenue and South Seneca Street (1601 West Douglas Avenue). The subject site is currently zoned LC Limited Commercial and is developed with a one-story commercial building and two or three off-street parking spaces. The building is the former Wichita Fish Co. restaurant. The applicant does not specify how the property might be redeveloped, though the requested CBD zoning would give the applicant maximum flexibility with code required parking and building setback standards to develop the site.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when off-street parking requirements did not exist. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. CBD zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required on CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LC district vary from zero to 20 feet). Public on-street parking is available throughout the Delano area. Within the past decade more than a dozen zone changes to CBD have been approved in the Delano area.

Properties to the north of the subject site, across Douglas Avenue, are zoned GC General Commercial and developed with a self-storage warehouse and a ballet studio. There is also a railroad track that cuts through the area. The property to the south of the subject site is zoned LC Limited Commercial and developed with a single-family home. The property to the east of the subject site is zoned LC Limited Commercial and developed with a single-family home. The property to the west of the subject site is zoned LC Limited Commercial and developed with a used car sales lot.

Analysis: On March 3, 2022, the Metropolitan Area Planning Commission (MAPC) recommended approval of the application (12-0). No members of the public spoke at this public hearing.

On March 7, 2022, District Advisory Board (DAB) IV recommended approval of the application (9-0). No members of the public spoke at this public meeting.

No protest petitions were received for the requested zoning change.

The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

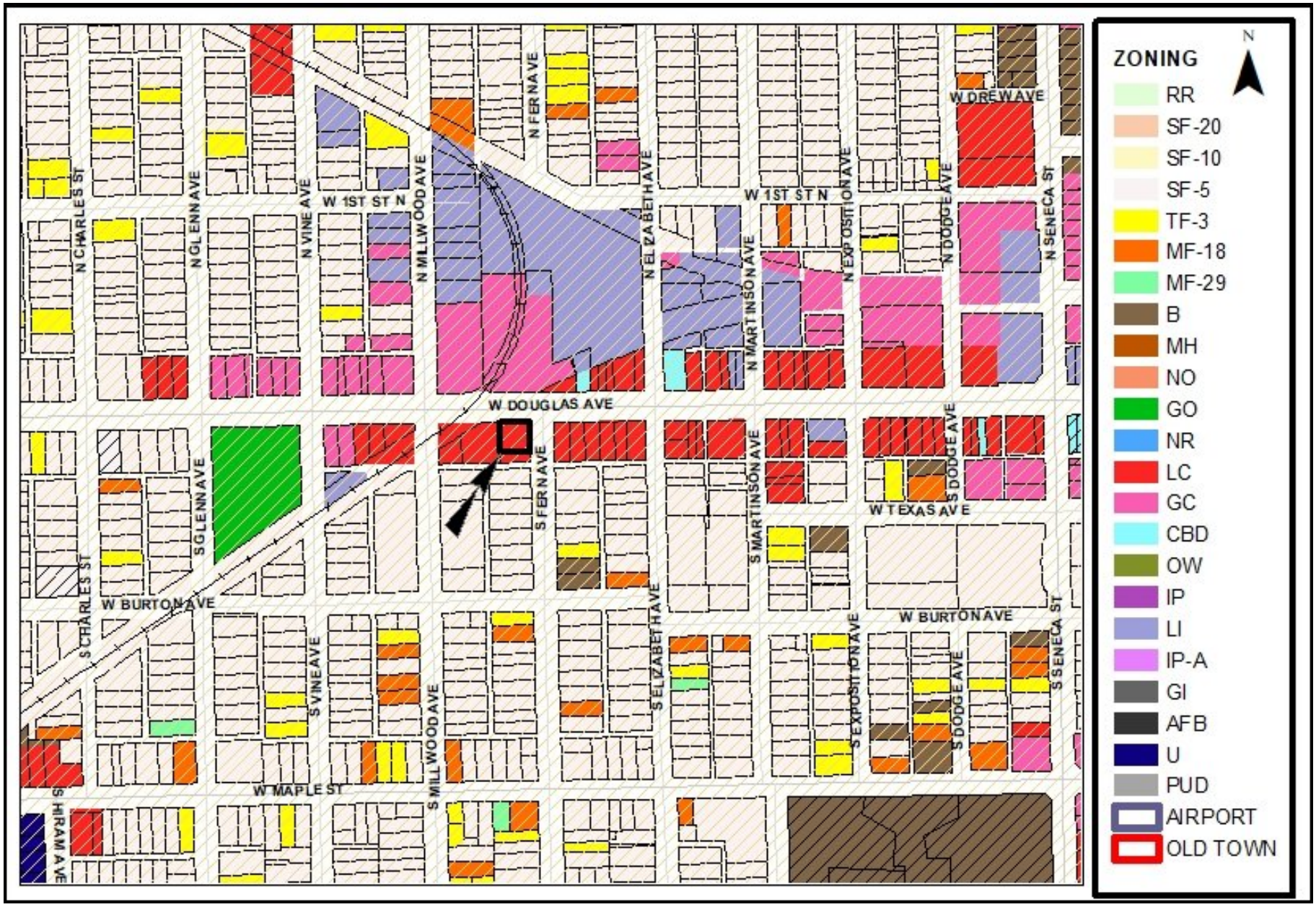
Legal Considerations: The Law Department has reviewed and approved the ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).

Attachments:

1. Supporting Documents
2. MAPC Minutes
3. DAB IV Report
4. Ordinance

N
N MILLWOOD AVE
W DOUGLAS AVE
KANSAS AND OKLAHOMA RR
S MILLWOOD AVE
S FERN AVE


ZONING
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RR
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SF-10
SF-5
TF-3
MF-18
MF-29
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W BURTON AVE
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W TEXAS AVE
W DREW AVE
N CHARLES ST
N GLENN AVE
N VINE AVE
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N FERN AVE
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N MARTINSON AVE
N EXPOSITION AVE
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S CHARLES ST
S GLENN AVE
S VINE AVE
S MILLWOOD AVE
S FERN AVE
S ELIZABETH AVE
S MARTINSON AVE
S EXPOSITION AVE
S DODGE AVE
S SENECA ST
S HRAM AVE

2035 Wichita Future Growth Concept Map

Legend

- Established Central Area
- Residential and Employment Mix
- New Employment
- New Residential
- Wichita City Limits
- Other Cities
- Northwest Bypass Right-of-Way

Statistical Development Areas

- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

N

The property to the north of the subject site

The property to the east of the subject site

The property to the south of the subject site

The subject site facing west

The subject site facing south

The property to the west of the subject site

EXERPT MINUTES FOR MARCH 3, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

4.4 ZON2022-00004: City zone change from LC Limited Commercial to CBD Central Business District; generally located southwest of West Douglas Avenue and South Seneca Street (1601 W. Douglas Ave.).

Lots 1, 2, 3, and 4, EXCEPT the South 33 feet, Block 10, in Junction Town Company Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant requests CBD Central Business District zoning on 0.22 platted acres generally located to the southwest of West Douglas Avenue and South Seneca Street (1601 West Douglas Avenue). The subject site is currently zoned LC Limited Commercial and is developed with a one-story commercial building and two or three off-street parking spaces. The building is the former Wichita Fish Co. restaurant. The applicant does not specify how the property might be redeveloped, though the requested CBD zoning would give the applicant maximum flexibility with code required parking and building setback standards to develop the site.

The Delano District was initially developed in the 1870's and then redeveloped in the early 1900's when off-street parking requirements did not exist. Therefore, many of the uses in the Delano District do not have, or have only minimal, off-street parking and rely upon public parking located in the street right-of-way. CBD zoning mitigates site development issues for older portions of the core area, such as the requirement to provide off-street parking (off-street parking is not required on CBD zoned property) and reduced setback requirements (the CBD district permits zero setbacks; setbacks in the LC district vary from zero to 20 feet). Public on-street parking is available throughout the Delano area. Within the past decade more than a dozen zone changes to CBD have been approved in the Delano area.

Properties to the north of the subject site, across Douglas Avenue, are zoned GC General Commercial and developed with a self-storage warehouse and a ballet studio. There is also a railroad track that cuts through the area. The property to the south of the subject site is zoned LC Limited Commercial and developed with a single-family home. The property to the east of the subject site is zoned LC Limited Commercial and developed with a single-family home. The property to the west of the subject site is zoned LC Limited Commercial and developed with a used car sales lot.

CASE HISTORY: On February 28, 1886, the property was platted as Lot 3, Block 10, Junction Town Company Addition.

ADJACENT ZONING AND LAND USE:

North:	GC	Railroad Track; Self-Storage Warehousing; Ballet Studio
South:	LC	Single-Family Home
East:	LC	Single-Family Home
West:	LC	Auto Sales

PUBLIC SERVICES: The site has access to West Douglas Avenue, a 2-lane paved arterial with sidewalks and on-street parking. The site also has access to South Fern Street, a 2-lane paved local street with sidewalks. The site is served by all municipal services.

Wichita Bus Route 15 has a stop at the intersection of Douglas and Fern.

CONFORMANCE TO PLANS/POLICIES: The requested zoning would allow the property to be in conformance with the Community Investments Plan, the Wichita: Places for People Plan, and the Delano Neighborhood Plan.

The Community Investments Plan: The requested CBD zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) depicts the subject site as appropriate for "Commercial." This category "encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality."

Wichita: Places for People Plan: The requested zoning aligns with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."

- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 1, "Create walkable destinations that support the various neighborhood environments in the ECA." The proposed rezoning would eliminate the need for on-site parking and setbacks which will help maintain the walkability of the area. The requested zoning also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed rezoning would allow redevelopment that is contextual to Delano.
- Current Condition: The subject property is located within an area identified as an "Area of Opportunity." The Places for People Plan defines Areas of Opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern, and a lack of walkable places and facilities. These areas are in need of strategic reinvestment, both public and private, to assist in redefining and reinvigorating the area, physically and socially."
- Nodal Development Pattern: The Places for People Plan recommends a nodal development pattern that creates a critical mass at the center of a Node and transitions in scale and intensity as uses shift from commercial to residential. The subject property falls between the Douglas and Sycamore "Community Core" node and the Douglas and Meridian "Neighborhood Hub."

The Delano Neighborhood Plan: The subject site falls within the boundaries of the Delano Neighborhood Plan. The proposed Future Land Use Map as part of the adopted Delano Neighborhood Plan depicts the subject site as appropriate for "Commercial." The site also falls within the boundaries of the Delano Overlay. Any future modifications to the design of the building must comply with the Delano Overlay Design Guidelines.

The Unified Zoning Code (UZC) states that the purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot-line setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The application area shares similar patterns of development and uses as the original core CBD area.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood**: Properties to the north of the subject site, across Douglas Avenue, are zoned GC General Commercial and developed with a self-storage warehouse and a ballet studio. There is also a railroad track that cuts through the area. The property

to the south of the subject site is zoned LC Limited Commercial and developed with a single-family home. The property to the east of the subject site is zoned LC Limited Commercial and developed with a single-family home. The property to the west of the subject site is zoned LC Limited Commercial and developed with used car sales lot.

2. **The suitability of the subject property for the uses to which it has been restricted**: The property is zoned LC Limited Commercial which permits a range of commercial uses but requires the provision of off-street parking per the UZC. The site has economic value as currently zoned. Approval of CBD Central Business District zoning would eliminate the requirement for off-street parking, modify building setback requirements, and potentially make the site more attractive to redevelopment.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property**: Approval of the request should have little if any significant adverse impact to nearby property owners.

4. **Length of time the property has been vacant as currently zoned**: The subject site is currently developed with a one-story building and two or three off-street parking spaces. The building is the former Wichita Fish Co. restaurant, but appears to be vacant at this time.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies**: The requested zoning would allow the property to be in conformance with the Community Investments Plan, the Wichita: Places for People Plan, and the Delano Neighborhood Plan.

   The Community Investments Plan: The requested CBD zoning aligns with the goals of the Community Investments Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) depicts the subject site as appropriate for "Commercial." This category "encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality."

   Wichita: Places for People Plan: The requested zoning aligns with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."
   - Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 1, "Create walkable destinations that support the various neighborhood environments in the ECA." The proposed rezoning would eliminate the need for on-site parking and setbacks which will help maintain the walkability of the area. The requested zoning also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed rezoning would allow redevelopment that is contextual to Delano.
   - Current Condition: The subject property is located within an area identified as an "Area of Opportunity." The Places for People Plan defines Areas of Opportunity as those "areas that generally exhibit economic challenges, a disconnected development pattern, and a lack of walkable places and facilities. These areas are in need of strategic reinvestment, both public and private, to assist in redefining and reinvigorating the area, physically and socially."
   - Nodal Development Pattern: The Places for People Plan recommends a nodal development pattern that creates a critical mass at the center of a Node and transitions in scale and intensity as uses shift from commercial to residential. The subject property falls between the Douglas and Sycamore "Community Core" node and the Douglas and Meridian "Neighborhood Hub."

The Delano Neighborhood Plan: The subject site falls within the boundaries of the Delano Neighborhood Plan. The proposed Future Land Use Map as part of the adopted Delano Neighborhood Plan depicts the subject site as appropriate for "Commercial." The site also falls within the boundaries of the Delano Overlay. Any future modifications to the design of the building must comply with the Delano Overlay Design Guidelines.

The Unified Zoning Code (UZC) states that the purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot-line setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The application area shares similar patterns of development and uses as the original core CBD area.

6. **Impact of the proposed development on community facilities**: Approval of the request should generate no additional impacts on community facilities. Existing public infrastructure at the site will accommodate uses under the proposed CBD zoning.

MOTION: To approve subject to staff recommendation.

GREENE moved, and **FOX** seconded the motion, and it carried (12-0).

INTEROFFICE MEMORANDUM

TO: MAPD

FROM: Rebecca Fields, Community Services Representative, District 4

SUBJECT: **ZON2022-00004**

DATE: March 14, 2022

On Monday, March 7, 2022, Bill Longnecker, Senior Planner with the Metropolitan Area Planning Department (MAPD), presented ZON2022-00004 to the District 4 Advisory Board.

The applicant requests CBD Central Business District zoning on 0.22 platted acres generally located to the southwest of West Douglas Avenue and South Seneca Street (1601 West Douglas Avenue). The subject site is currently zoned LC Limited Commercial and is developed with a one-story commercial building and two or three off-street parking spaces. The building is the former Wichita Fish Co. restaurant. The applicant does not specify how the property might be redeveloped, though the requested CBD zoning would give the applicant maximum flexibility with code required parking and building setback standards to develop the site.

The site has access to West Douglas with limited parking on Douglas and a few parking spaces on the property. The requested zoning would allow the property to be in conformance with the Community Investments Plan, the Wichita Places for People Plan, and the Delano Neighborhood Plan. The CBD zoning would remove the parking restrictions. Mr. Longnecker showed the zoning map for this area along with the future land use concept map of the area.

DAB Member Dalton Glasscock asked if the Planning Department has received any objections from neighbors or the neighborhood association, and Mr. Longnecker replied there are no objections to date. There were no further questions from the DAB or from the public. DAB Member Dalton Glasscock made a motion to approve and DAB Member Wally Bell gave a 2nd. Motion was approved 9/0.

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON April 15, 2022

ORDINANCE NO. 51-733

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. ZON2022-00004

City zone change from LC Limited Commercial to CBD Central Business District zoning on property described as:

Lots 1, 2, 3, and 4, EXCEPT the South 33 feet, Block 10, in Junction Town Company Addition, Sedgwick County, Kansas.

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.

ATTEST:

_____
Brandon J. Whipple, Mayor, City of Wichita

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: ZON2022-00005 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Located 175 Feet North of West 32nd Street South and on the West Side of South Waco Avenue, 3245 and 3247 South Waco Avenue (District III)

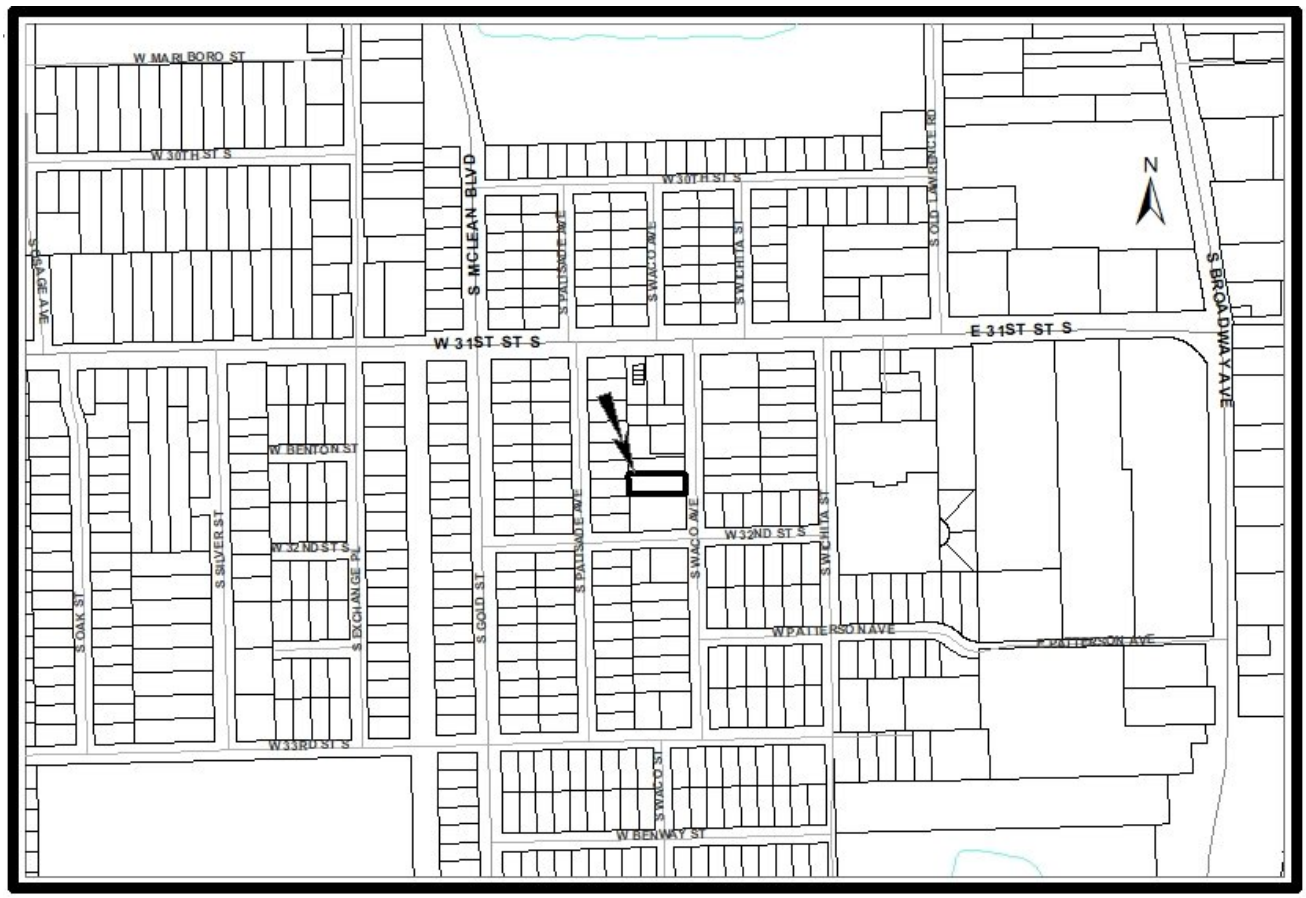
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0), per staff recommendation.

MAPD Staff Recommendations: Approve.

DAB III Recommendations: Approve (9-0-1), per staff recommendation.



BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential to bring an existing duplex into compliance with the Unified Zoning Code. The dwellings of the duplex are addressed as 3245 and 3247 South Waco Avenue, which are generally located on the west side of South Waco Avenue and within one-block south of West 31st Street South. The duplex was constructed in 1949 and is a legal, non-conforming use.

There are advantages to rezoning legal-non-conforming uses to avoid a future rezoning to rebuild the structure if it was damage or a destroyed. Section VII-C.1 of the Unified Zoning Code permits a non-conforming structure to be rebuilt if it is damaged to the extent of 50 percent or less of its fair market value by fire, wind, tornado, earthquake, or other natural disaster. If damage is greater than 50 percent of its fair market value, the property would either have to be rezoned to build a new duplex or the site must be used for permitted uses within the current zoning classification.

Properties north, east, south, and west are zoned SF-5 Single-Family Residential. Properties to the north, east, and west are developed with single-family dwellings. Property to the south is developed with a legal, non-conforming duplex of similar exterior design to the subject duplex. Including the subject property there are three legal, non-conforming duplexes on the west side of South Waco Avenue on this block, all of which were built in 1949. At the intersection of West 31st Street South and South Waco, there are two legal, non-conforming four-plexes which were built in 1954.

Analysis: On March 3, 2022, the Metropolitan Area Planning Commission (MAPC) approved the application (12-0) subject staff recommendation. No members of the public spoke at this public hearing.

District Advisory Board (DAB) III reviewed the request on March 2, 2022, and recommended approval (9-0-1) subject to staff recommendation. No members of the public spoke at this public hearing.

No protest petitions were received for the requested zoning change.

The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).

Attachments:

1. Supporting Documents
2. MAPC Minutes
3. DAB III Report
4. Ordinance

EXCERPT MINUTES OF THE MARCH 3, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

4.5 ZON2022-00005: City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property located 175 feet north of West 32nd Street South on the west side of South Waco Avenue (3245 and 3247 S. Waco Ave) to bring zoning into compliance for existing duplex home.

A tract in the Northeast Quarter of Section 8, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point 438.12 feet West and 447 feet South of the Northeast corner of the Northwest Quarter of said Northeast Quarter; thence West parallel to the North line of said Northeast Quarter to the West line of the East half of the Northwest Quarter of said Northeast Quarter; thence South along said West line, 67 feet; thence East parallel to the North line of said Northeast Quarter to a point 438.12 feet West of the East line of the Northwest Quarter of said Northeast Quarter; thence North 67 feet to the place of beginning, EXCEPT the East 30 feet thereof for road purposes.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential to bring an existing duplex into compliance with the Unified Zoning Code. The dwellings of the duplex are addressed as 3245 and 3247 South Waco Avenue, which are generally located on the west side of South Waco Avenue and within one-block south of West 31st Street South. The duplex was constructed in 1949 and is a legal, non-conforming use.

There are advantages to rezoning legal-non-conforming uses to avoid a future rezoning to rebuild the structure if it was damage or a destroyed. Section VII-C.1 of the Unified Zoning Code permits a non-conforming structure to be rebuilt if it is damaged to the extent of 50 percent or less of its fair market value by fire, wind, tornado, earthquake or other natural disaster. If damage is greater than 50 percent of its fair market value, the property would either have to be rezoned to build a new duplex or the site must be used for permitted uses within the current zoning classification.

Properties north, east, south, and west are zoned SF-5 Single-Family Residential. Properties to the north, east, and west are developed with single-family dwellings. Property to the south is developed with a legal, non-conforming duplex of similar exterior design to the subject duplex. Including the subject property, there are three legal, non-conforming duplexes on the west side of South Waco Avenue on this block, all of which were built in 1949. At the intersection of West 31st Street South and South Waco, there are two legal, non-conforming four-plexes which were built in 1954.

CASE HISTORY: The property is unplatted, but it qualifies for a platting exemption under Section 3-104 (B) of the Subdivision Regulations.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	SF-5	Duplex
EAST:	SF-5	Single-family residences
WEST:	SF-5	Single-family residences

PUBLIC SERVICES: South Waco Avenue is a paved, two-way local street without sidewalks. Wichita Transit has bus stops located within one-quarter mile northwest along West 31st Street South as well as South McLean Boulevard. The property is served by municipal water and sewer.

CONFORMANCE TO PLANS/POLICIES: The requested zoning is in conformance with the following plans.

The Community Investments Plan: The requested zoning is in conformance the goals of the Community Investment Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be appropriate for residential uses and defines residential uses as a variety of housing types including duplexes.

Wichita: Places for People Plan: The requested zoning is in conformance with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."

- Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 5, "Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA." The existing duplex provides a housing option that otherwise is limited in the area. The requested zoning also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed rezoning brings the existing use into compliance with the Unified Zoning Code. The development is compatible with the surrounding area in that it has existed alongside the single-family dwellings since 1949. Furthermore, there are additional duplex and fourplex dwellings within one-block.
- Current Condition: The subject property is located within an area identified as an "area of stability." The Places for People Plan defines Areas of Stability as those "areas of the ECA that exhibit less stress, or fewer economic, connectivity, and walkable issues. Areas of Stability should require fewer interventions and potentially less investment to maintain a viable development environment and community. Improvements should be geared toward continuing the area's momentum and strengthening the established context" The zone change brings into compliance an existing use that fits the established context.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends **APPROVAL** of the zone change request.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Properties north, east, south, and west are zoned SF-5 Single-Family Residential. Properties to the north, east, and west are developed with single-family dwellings. Property to the south is developed with a legal, non-conforming duplex of similar exterior design to the subject duplex. Including the subject property, there are three legal, non-conforming duplexes on the west side of South Waco Avenue on this block, all of which were built in 1949. At the intersection of West 31st Street South and South Waco, there are two legal, non-conforming four-plexes which were built in 1954.

2. **The suitability of the subject property for the uses to which it has been restricted:** The property is presently zoned SF-5 Single-Family Residential and could be redeveloped with a single-family home. The duplex is a legal, non-conforming use that can remain, but could face challenges in the future if were damaged/destroyed and need to be rebuilt.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The existing duplex was built alongside the existing single-family residential in 1949. Rezoning the property to bring the use into compliance should not negatively affect any surrounding properties.

4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies**: The requested zoning is in conformance with the following plans.

   The Community Investments Plan: The requested zoning is in conformance the goals of the Community Investment Plan. The Community Investments Plan (the Wichita-Sedgwick County Comprehensive Plan) includes the 2035 Wichita Future Growth Concept Map. The Map identifies the area in which the site is located to be appropriate for residential uses and defines residential uses as a variety of housing types including duplexes.

   Wichita: Places for People Plan: The requested zoning is in conformance with the goals of the Wichita: Places for People Plan. The Wichita: Places for People Plan provides recommendations for urban infill development in the Established Central Area (ECA). The subject site is located within the ECA. In general, the ECA is envisioned as "a place for people - a place that provides for the movement of people - on foot, on bike and through transit - in balance with automobiles."

   - Strategies: The Plan recommends strategies to help guide the community in their actions to create walkable places within Wichita. The requested zoning aligns with Strategy 5, "Provide a diversity of housing options to attract new residents and allow existing residents to remain in the ECA." The existing duplex provides a housing option that otherwise is limited in the area. The requested zoning also aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed rezoning brings the existing use into compliance with the Unified Zoning Code. The development is compatible with the surrounding area in that it has existed alongside the single-family dwellings since 1949. Furthermore, there are additional duplex and fourplex dwellings within one-block.
   - Current Condition: The subject property is located within an area identified as an "area of stability." The Places for People Plan defines Areas of Stability as those "areas of the ECA that exhibit less stress, or fewer economic, connectivity, and walkable issues. Areas of Stability should require fewer interventions and potentially less investment to maintain a viable development environment and community. Improvements should be geared toward continuing the area's momentum and strengthening the established context" The zone change brings into compliance an existing use that fits the established context.

5. **Impact of the proposed development on community facilities:** The duplex is already existing and community facilities have been adequate to support this type of development.

MOTION: To approve subject to staff recommendation.

GREENE moved, and **FOX** seconded the motion, and it carried (12-0).

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W 32ND ST S
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W 30TH ST S
S MCLEAN BLVD
SPALISADE AVE
SWACO AVE
SWICHITA ST
S OLD LAWRENCE RD
W 30TH ST S
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W BENTON ST
S SILVER ST
S EXCHANGE PL
S OLD ST
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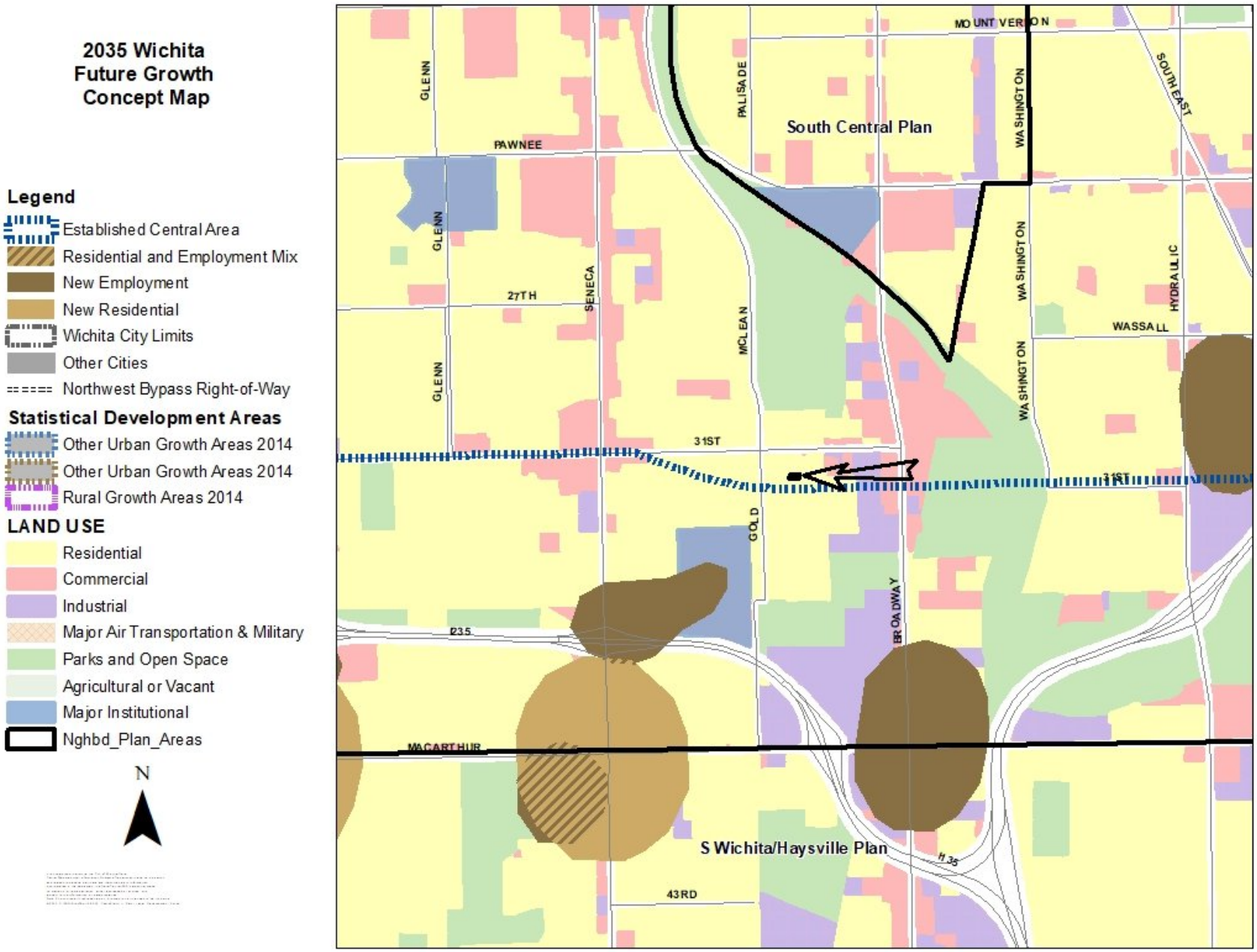
2035 Wichita Future Growth Concept Map



Looking west at site

Looking west at property north of site

Looking west at property south of site

Looking southeast away from site

Interoffice Memorandum

To: MAPC

From: Becca Johnson, District 3 Community Services Representative

Subject: ZON2022-00005

Date: March 2, 2022

On March 2nd, 2022 the District 3 Advisory Board considered a request for city rezoning from SF-5 (Single Family) to TF-3 (Two Family) of property located a175 feet north of W. 32nd St. on S. Waco Ave. (3245 and 3247 S. Waco Ave to bring zoning into compliance for existing duplex home.

The agent and the applicant were not in attendance.

DAB and members of the public asked and made the following summarized questions and comments:

DAB (Q): The fourplexes you were talking about are owned by the city, correct?
Staff (A): Correct. They can still be legally non-conforming uses no matter who owns them.

Action Taken: Motion made by **Michael Loop** and seconded by **Gerald Henry** to ***APPROVE*** the zone change request. Motion to ***APPROVE*** **PASSED 9-0-1.**

Respectfully submitted,
Becca Johnson, District 3 Community Services Representative

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON April 15, 2022

ORDINANCE NO. 51-734

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. ZON2022-00005

City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential zoning, described as:

A tract in the Northeast Quarter of Section 8, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, described as follows: Beginning at a point 438.12 feet West and 447 feet South of the Northeast corner of the Northwest Quarter of said Northeast Quarter; thence West parallel to the North line of said Northeast Quarter to the West line of the East half of the Northwest Quarter of said Northeast Quarter; thence South along said West line, 67 feet; thence East parallel to the North line of said Northeast Quarter to a point 438.12 feet West of the East line of the Northwest Quarter of said Northeast Quarter; thence North 67 feet to the place of beginning, EXCEPT the East 30 feet thereof for road purposes.

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.

ATTEST:

_____
Brandon J. Whipple, Mayor, City of Wichita

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: ZON2022-000006 – City Amendment to Protective Overlay #167 to Change Screening Wall and Building Wall Requirements; Generally Located on the North Side of West Kellogg Drive and Within One-Half Mile West of South Tyler Road 9400 West Kellogg Drive (District IV)

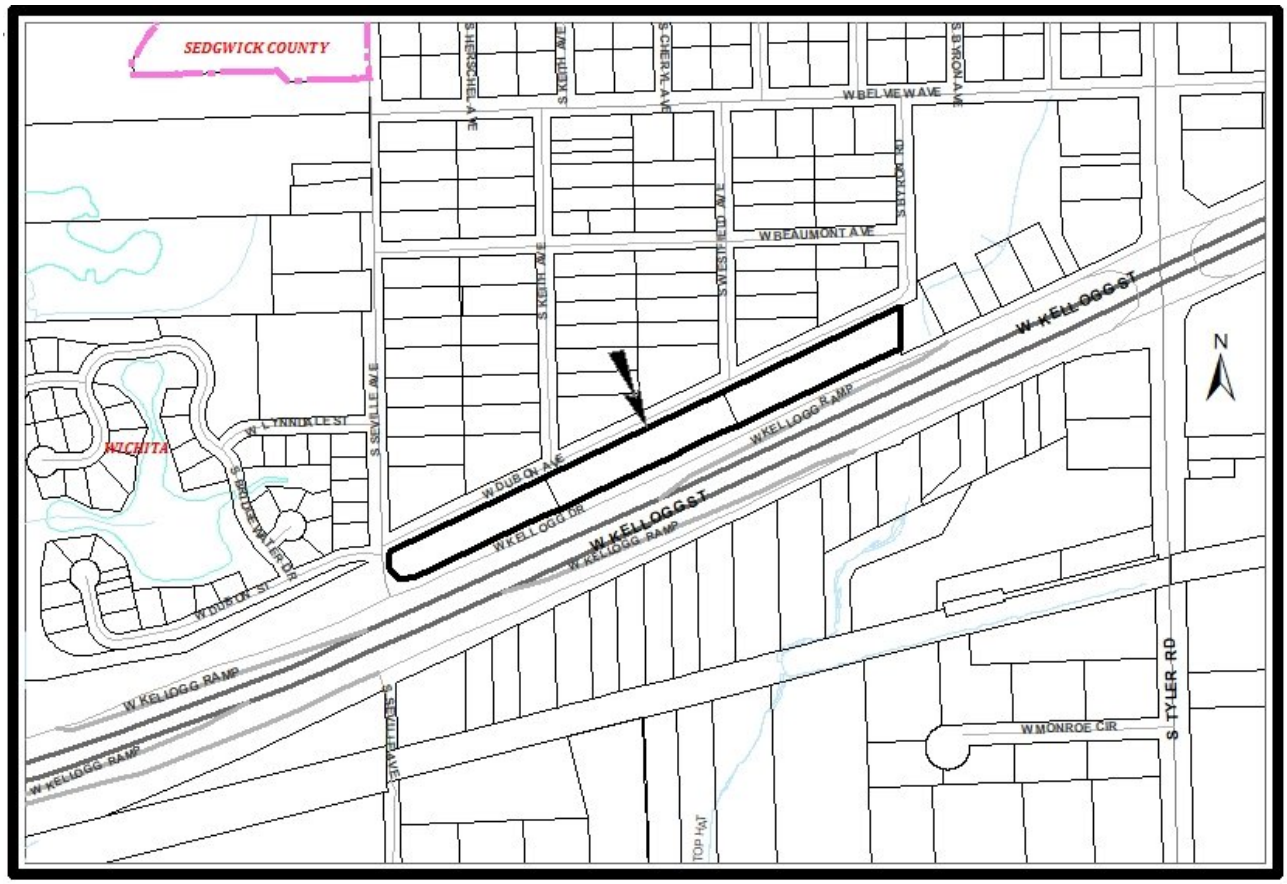
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (12-0), per modifications to staff recommendation.

MAPD Staff Recommendations: Approve.

DAB IV Recommendations: Approve (10-0), per MAPC recommendation.



BACKGROUND: The applicant is requesting an amendment to Protective Overlay (PO) #167 on property zoned GC General Commercial addressed as 9400 West Kellogg Drive, which is generally located on the north side of West Kellogg Drive and within one-half mile west of South Tyler Road. The applicant is requesting the amendment to the PO to develop the site with a permitted warehouse use.

In 2005, ZON2005-00052 was approved rezoning the subject property from LC Limited Commercial to GC General Commercial and established PO #167. The original text of this PO is attached to this staff report. The applicant is proposing the following changes:

- Remove the requirement that building walls have the same appearance of solid masonry screening wall of the same material, texture, and color.
- Remove the 20-foot setback requirement for screening walls—allowing them to be placed on the property line.
- Modify the landscape requirement along Dubon Avenue since the screening wall would be permitted on the property line.
- Remove the prohibition of a building having a predominately metal façade.

Staff recommended the following:

- Metal building facades are permitted but are required to be the same or similar color of the screening wall.
- Screening walls adhere to a 20-foot setback to provide space for landscape buffers per the standards of the PO. See discussion below.
- A landscape buffer, per the standards in the PO, is required in the Dubon Avenue right-of-way for the length of the building in addition to the landscape buffers along the screening walls.

The action of the Planning Commission was to accept staff recommendation but modify it to permit the screening wall to be built on the property line—eliminating the 20-foot setback for the wall as the current Protective Overlay text requires.

Analysis: On March 3, 2022, the Metropolitan Area Planning Commission (MAPC) approved the application (12-0) subject to the recommended amended text to Protective Overlay as attached in the Supporting Documents. The applicant spoke at the public hearing describing their objection to staff recommendation.

District Advisory Board (DAB) IV reviewed the request on March 7, 2022 and recommended approval (10-0) per MAPC recommendation. No members of the public spoke at this public hearing.

No protest petitions were received for the requested zoning change.

The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).

Attachments:

1. Supporting Documents
2. MAPC Minutes
3. DAB IV Report
4. Ordinance

EXCERPT MINUTES OF THE MARCH 3, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

4.6 ZON2022-00006: City Amendment to Protective Overlay 167 to change screening wall and building wall requirements, Generally located on the north side of West Kellogg Drive and within one half mile west of South Tyler Road (9400 West Kellogg Drive).

Lots 1, 2, and 3, Block A, Westport 3rd Addition, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting an amendment to Protective Overlay (PO) #167 on property zoned GC General Commercial addressed as 9400 West Kellogg Drive, which is generally located on the north side of West Kellogg Drive and within one-half mile west of South Tyler Road. The applicant is requesting the amendment to the PO to develop the site with a permitted warehouse use.

In 2005, ZON2005-00052 was approved rezoning the subject property from LC Limited Commercial to GC General Commercial and established PO #167. The original text of this PO is attached to this staff report. The applicant is proposing the following changes:

- Remove the requirement that building walls have the same appearance of solid masonry screening wall of the same material, texture, and color.
- Remove the 20-foot setback requirement for screening walls—allowing them to be placed on the property line.
- Modify the landscape requirement along Dubon Avenue since the screening wall would be permitted on the property line.
- Remove the prohibition of a building having a predominately metal façade.

As seen on the attached site plan, the applicant is proposing to develop only a portion of the overall site by building a 16,000 square foot metal warehouse building on the western most lot of the site. The proposed use of metal for the building facade does not conform to the standards of the Protective Overlay. The proposed location of the warehouse is in the middle of Lot 1 and is flanked on either side with parking lots and warehouse access with access drives from West Kellogg Drive. The PO does permit the building to be built on the north property line. However, it does require screening walls to have a 20-foot setback along the same property line to provide space for a landscape buffer. The PO does permit landscaping to be installed in the right-of-way with review and approval by Wichita Public Works and Utilities.

Staff recommends the following:

- Metal building facades are permitted but are required to be the same or similar color of the screening wall.
- Screening walls adhere to a 20-foot setback to provide space for landscape buffers per the standards of the PO. See discussion below.
- A landscape buffer, per the standards in the PO, is required in the Dubon Avenue right-of-way for the length of the building in addition to the landscape buffers along the screening walls.

The depth of the site from West Kellogg Drive to West Dubon Avenue is 122 feet. The parking requirement for Warehousing is one parking space per 2,000 square feet for the first 20,000 square feet of building area. With a proposed building area of 16,000 square feet, the parking requirement for this use is eight parking spaces. Given the size of the site, staff deems it reasonable to maintain the 20-foot setback from Dubon Avenue for screening walls to accommodate required landscape buffers without them being planted in the right-of-way. This provides the applicant a depth of 102 feet to use for required off-street parking, warehouse access, and any other parking needed in association with the proposed use.

Regarding a landscape buffer along the north side of the proposed building, staff recommends requiring a landscape buffer per the specifications of the Protective Overlay to be planted in the Dubon Avenue right-of-way. Staff confirmed with Public Works and Utilities that this is acceptable. Public Works and Utilities will require the applicant to obtain a Use of Right-of-Way permit for said landscape buffer. In addition, staff is recommending that language be added to the Protective Overlay stating that the applicant is responsible to replace any landscaping that is removed if Public Works makes any infrastructure improvements along Dubon Avenue (such as paving it).

Properties to the north are zoned SF-5 Single-Family Residential and TF-3 Two-Family Residential (with PO-158). The SF-5 properties are developed with single-family dwellings. The TF-3 Property is undeveloped. Property to the east is zoned GC General Commercial with CUP DP-268 and is developed with outdoor equipment storage for a construction company. Property to the south, across the West Kellogg Freeway is zoned GC and is developed with commercial uses such as equipment rental, retail, and hotel/motel. Property to the west is not zoned and is part of the West Kellogg Freeway right-of-way.

CASE HISTORY: in 2008, the property was replatted as the Westport 3rd Addition. Prior to the replat, the property encompassed several lots within the Westport Addition (recorded in 1953) and the Davis Moore 12th Addition (recorded in 1995). In 2005, ZON2005-00052 was approved rezoning the property from LC Limited Commercial to GC General Commercial, establishing Protective Overlay #167. In 1994, BZA35-94 was approved on former Lot 1, Block 2, Davis Moore 12th Addition permitting sales and service of new and use motor vehicles in LC zoning. In 1975, BZA26-75 was approved on former Lot 2, Block J, Westport Addition permitting new and used car sales in LC zoning. The rezoning to GC General Commercial in 2005 permits Vehicle and Equipment Sales by-right on the entire subject site.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5 and TF-3	Single-family dwellings
SOUTH:	GC	Retail, equipment rental, hotel/motel
EAST:	GC with DP-268	outdoor equipment storage
WEST:	None	Right-of-way

PUBLIC SERVICES: West Kellogg Drive is a paved, two-lane, one-way frontage road without sidewalks. South Seville is a paved, two-way, local street without sidewalks. West Dubon Avenue is a gravel, two-way local street without sidewalks. The Westport 3rd Addition plat dedicated complete access control along West Dubon Avenue. Any access to the site is from West Kellogg Drive. The applicant's site plan proposes two driveways from West Kellogg Drive for the parking areas and warehouse access. Wichita Transit does not have any bus stop near this location. Municipal water and sewer are available to the site but may need to be extended at the applicant's expense.

CONFORMANCE TO PLANS/POLICIES

The Community Investments Plan: The amendment to Protective Overlay #167 is in conformance with the Community Investment Plan. The Community Investment Plan (the Wichita-Sedgwick County Comprehensive Plan) depicts the subject site as appropriate for "Commercial" on the 2035 Wichita Future Growth Concept Map. This category "Encompasses areas that reflect the full diversity of commercial development intensities and types typically found in a large urban municipality. Convenience retail, restaurants, small offices, and personal service uses are located in close proximity to, and potentially mixed with residential uses. Major destination areas containing concentrations of commercial and office uses that have regional market areas and generate high volumes of traffic are located in close proximity to major arterials or highways and typically are buffered from lower density residential areas by higher density housing types." The proposed land use is appropriate along the West Kellogg Freeway frontage. However,

appropriate compatibility standards should be implemented to reduce the impact of commercial use adjacent to low-density residential.

The recommended amended text for Protective Overlay #167 is in conformance with the Land Use Compatibility guidelines of *The Community Investments Plan.* Locational guidelines like Land Use Compatibility encourage patterns of development that efficiently and effectively use land, public infrastructure, and services; strive for compatibility among various land uses; and promote quality of place through design.

- General Guidelines: Industrial and major commercial land use that generate pollution, odor, noise. Light, safety hazards and high levels of traffic should be located away from residential areas and developed with screening, buffering, and site design features sufficient to mitigate adverse impacts. The recommended 20-foot setback for screening walls provide space to plat required landscape buffering to mitigate possible adverse impacts of commercial development adjacent to low density residential.
- Outside the Established Central Area: Except in mixed-use developments, residential and non-residential development areas generally should be separate and distinct with appropriate screening and buffering to ensure compatibility among land uses while maintaining connectively among others. The recommended 20-foot setback for screening walls provide space to plat required landscape buffering to mitigate possible adverse impacts of commercial development adjacent to low density residential.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED** subject to the amended language for Protective Overlay #167 as follows. Text in red indicates amended language.

1. The development parcel contains 5.22 net acres, more or less.
2. Restricted uses: group residence, correctional placement residence (limited and general), group home (limited, general, and commercial), communication tower (commercial), kennel (boarding/breeding/training, and hobby), night club, riding academy or stable, tattooing and body piercing facility, tavern and drinking establishment, outdoor vehicle repair, asphalt and concrete plant, gas and fuel storage, rock crushing, and solid waste incinerator.
3. The transfer of title on all or any portion of the land included in the development does to constitute a termination of the overlay or any portion thereof; but said overlay shall run with the land for development and be binding upon the present land owners, their successor and assigns, and their lessees unless amended. However, the Planning Director, with concurrence of the ~~Superintendent of Central Inspection~~ Zoning Administrator, may approve minor adjustments to the conditions of the overlay, consistent with the approved development plan, without filing a formal ordinance amendment.
4. Landscape and Parking Lot Screening: Shall be in accordance with the City of Wichita Landscape Ordinance, including but not limited to a landscaped street yard and parking lot landscaping and screening along Kellogg Dive, Seville Avenue and Dubon Avenue. Additionally, the rate of plant materials on Dubon Avenue shall be calculated at a rate of one shade tree required per 40 feet of linear frontage along Dubon, with this requirement being met by a minimum of at least one-third evergreen plant material; two ornamental trees or ten shrubs shall be equivalent to one shade tree and may be substituted for shade trees except that nor more than one-third of the total requirement may be met by shrubbery plant material. A landscape plan, prepared by a Landscape Architect licensed in the State of Kansas, indicating the location, type, and specification of plant material shall be submitted to the Planning Department for its review and approval prior to the issuance of any building permit(s). The site shall be screened along Dubon Avenue by way of building walls and solid screening walls. Building walls seen from ground level along Dubon Avenue shall not have visible windows, doors, or utility meters or boxes. Building walls shall be the same or similar color to screening walls. Screening walls shall be connected to building walls. ~~but shall give the~~

~~appearance of solid masonry screening wall of the same material, texture and color as the building's walls and be connected to the building's walls.~~ The screening walls shall be a minimum of 8 feet in height and set bac at least 20 feet from the right-of-way. Landscaping will be required along Dubon Avenue and shall be in accordance with the City of Wichita Landscape Ordinance, except that Dubon Avenue right-of-way may be used for meeting the landscaping requirements; any improvements in the right-of-way shall require review by Public Works and may require a ~~minor street privilege~~ Use of Right-of-Way Permit. The right-of-way shall only be used for a landscape buffer along a building wall that is built on the property line. The owner is responsible to replace any landscaping that is removed to make any infrastructure improvements along West Dubon Avenue.

5. Minimum Setback Requirements:
    a. Front setback: 20 feet
    b. Side setback: 0 feet
    c. Rear setback: 0 feet for buildings, 20 feet for screening wall
6. All signs shall be per Wichita Sign Code for property zoned "LC." No portable or off-site signs allowed. No signs shall be allowed on the north side of the buildings, facing Dubon Avenue, nor on the west façade facing Seville Avenue except within the southernmost 20 feet of the façade.
7. Parking: Shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code (UZC).
8. Architectural Control: All buildings shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as approved by the Planning ~~Director.~~ Department. ~~There shall be no predominately metal facades on any buildings.~~ Light standards shall be a maximum height of 25 feet and consistent in pole and fixture throughout the development. No freestanding light standards shall be allowed on Dubon Avenue; building wall lighting shall be limited to 15 feet in height and shall have directional shielding to prevent light spillage onto residential zoning districts.
9. An owners association agreement providing for the maintenance of reserves, open spaces, internal devices, parking areas, drainage areas, etc shall be filed by the time the plat is filed of record.
10. All drainage ways and easements shall be determined at the time of platting.
11. Loading areas, trash receptacles, outdoor storage and docks shall be screened from ground level view. Mechanical equipment on top of buildings shall be screened to the height of the unit. Screening of all trash dumpsters and mechanical equipment will be constructed to match the buildings they support and no trash dumpster shall be along Dubon. Outdoor storage shall be screened such that no stored material protrudes above the top of the screening. In those cases where these requirements are more stringent than the UZC, it shall be deemed that these requirements shall govern.
12. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Metropolitan Area Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Planning Director, shall constitute a violation of the building permit authorizing construction of the proposed development.
13. Outdoor speakers and sound amplification systems shall not be permitted on the site.
14. Development Standards:
    a. Maximum height: 35 feet
    b. Maximum building coverage: 30 percent
    c. Maximum gross floor area: 35 percent

This recommendation is based on the following findings:

1. **<u>The zoning, uses and character of the neighborhood</u>:** Properties to the north are zoned SF-5 Single-Family Residential and TF-3 Two-Family Residential (with PO-158). The SF-5 properties are developed with single-family dwellings. The TF-3 Property is undeveloped. Property to the east is zoned GC General Commercial with CUP DP-268 and is developed with outdoor equipment storage for a construction company. Property to the south, across the West Kellogg Freeway is

zoned GC and is developed with commercial uses such as equipment rental, retail, and hotel/motel. Property to the west is not zoned and is part of the West Kellogg Freeway right-of-way.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject is currently zoned GC General Commercial with Protective Overlay #167. The proposed use is permitted by-right by the current restrictions. The applicant is requesting changes to certain development standards that would minimize the ability to provide the required landscaping called for in Protective Overlay #167. Landscape buffers along West Dubon are designed to mitigate possible negative impacts to adjacent residential property such as light pollution and visual aesthetics.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Permitting the screening wall along the property line would minimize space for landscaping to be platted to help mitigate negative impacts such as light pollution and visual aesthetics on adjacent residential properties to the north. The applicant is also requesting to permit building facades to be predominantly metal as opposed to the same color, texture, and material as the screening wall. These standards were set in the Protective Overlay to enhance the compatibility of commercial development adjacent to residential. Staff recommends that building facades can be metal if they are the same or similar color as the screening walls. In addition, setbacks for the screening wall should be maintained to accommodate required landscaping.

4. **Length of time the property has been vacant as currently zoned:** Commercial development existing on this property beginning in at least 1968 and remained until the early 2000s when the southern portion of the property was taken for the construction of the West Kellogg Freeway. The site has been undeveloped since at least 2006.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested rezoning is in conformance with *The Community Investments Plan* and the recommended amended language to Protective Overlay #167 is in conformance with the Compatibility Land Use standards therein as discussed in the staff report.

6. **Impact of the proposed development on community facilities:** Community facilities are not expected to be noticeably impacted by this approval. All municipal services are available to the site.

PHILIP ZEVENBERGEN, PLANNING STAFF: Presented the staff report.

B. JOHNSON: You're saying the screening walls have to be 20 foot off the property line on both Dubon and Kellogg?

ZEVENBERGEN: No, screening is only required along Dubon. The applicant is not questioning the height. It's required to be eight feet, and that wasn't part of their amendment. They weren't amending the height; they were just amending the placement of it, wanting it to be on the property line versus 20 feet set off the property line.

B. JOHNSON: There is no access to the lot from Dubon?

ZEVENBERGEN: Correct.

FOSTER: If they're only developing the westernmost lot here, if they had only changed the zone of the westernmost lot, then they would only have to do a masonry fence along that lot?

ZEVENBERGEN: That is our understanding, knowing these lots can be individually owned and sold separately. Currently, they're under one ownership. It's my understanding they're selling the western lot to a contract buyer who wants to develop this warehouse. And, though the protective overlay applies to all of it, when it comes to actually developing it, if somebody were to come in and buy a lot one today and adhere to all of the regulations within the protective overlay and build a warehouse and build the wall, they would only build it for the length of their property. So, unfortunately, these will only be developed individually. The decision today will affect the entirety of the protective overlay. But in terms of the development of the property, they truly are only responsible for building their portion of it. If the entity was developing all three lots at the same time, they would have to do it. Just the western lot is in question, and the other two can be bought and sold separately from each other – they are just developing one lot at a time.

FOSTER: That's just what I want to clarify; trying to picture whether they had to build a masonry wall along its entire length, but if it's just a lot…

ZEVENBERGEN: Staff had a question about that as well and decided that it probably wasn't a reasonable requirement to have one property owner develop almost a quarter mile of masonry wall when they don't own two-thirds of it, and it's also not being developed. We felt that would be an overarching requirement, to be over burdensome on an applicant when they don't own those other two properties.

GREENE: How much right-of-way do you need for landscaping?

ZEVENBERGEN: Typically, our landscape buffers are planted within a 15 foot square. They don't have to require 15 feet. There's about 17 or 18 feet between the roadway because there's no curbs. The roadway and the property were measured on GIS so it's approximate. There is sufficient space there to plant shade trees and other landscaping as required by the protective overlay. It's just no ideal knowing its right-of-way and not the private property owner's property.

GREENE: If they were to eventually pave Dubon, I'm sure there would be 14.5 feet, right?

ZEVENBERGEN: They would likely expand the roadway with curb and gutter, and have less right-of-way that's not roadway.

WARREN: The requirement is that the building have similar color or match up the best they can on that lot. On the other lots, do they have to match the first one?

ZEVENBERGEN: The way it's written says, building walls shall be the same or similar color to screening walls. Screening walls shall be connected to building walls. I would say it'd be open to interpretation, but it would make sense that they would all match each other. The way it's written, I feel like that could be interpreted that if this owner paints it some neutral tan color, that it would be expected that it match down the way, but that may be a question for law.

WARREN: That's a question we have to decide – do we want to mandate that or leave it up for interpretation?

ZEVENBERGEN: We could actually clarify that through this action, knowing the protective overlay applies to all three properties, that all three properties have the same color scheme – whatever color this masonry wall turns into, then it has to be matched if the other properties are developed.

GREENE: The request is for all three lots.

ZEVENBERGEN: The amendment to the Protective Overlay would apply to all three, even though they're only looking to develop one of them.

GREENE: Right. So, I don't know if there would really be any interpretation, if we're improving the request as presented that would be all three lots even though they're only developing the one.

ZEVENBERGEN: Right, they're just developing one; they just have to amend the entire protected overlay.

CUNNINGHAM: Protective overly is meant to protect these residential properties and it was originally not a metal building. Does that mean if they're allowed metal buildings all the rest of the way down?

ZEVENBERGEN: Correct, if that concession is made in today's action that would allow for metal buildings to be built on the other properties.

DWAYNE DUGAN, MAPLE AND RIDGE LLC, 10180 SOUTHWEST BLVD, WICHITA, OWNER: We are trying to sell the west lot and are asking to delete the 20 foot wall setback because normally all the commercial lots that we deal with have at least 250 deep. On this one, we are starting out already as a narrow lot at 122, so that's less than half of a normal commercial lot that we have and then you're asking that whoever develops these lots to take another 20 feet out of a lot, which virtually makes the lots unusable. We acquired these particular parcels from the city in about 2005, and during the last 17 years, we have been unable to sell any of them, and it's always because when someone looks at the protective overlay and they see the screening requirement and 20-feet easement, the prospects always go away. When you look at the property to the east, and it was replatted in 2011, there they have a 5-foot wall setback and there is no wall so if you look at Byron and Dubon, on the east side of Byron, the trees or the landscaping, are within three feet of the roadway and the construction equipment that is parked there is backed up against the trees. While we are asking for the screening wall to be on the line, it will look much better than that. We're good with a wall – we just want it in line with the building, and then, because you want some landscaping in the right-of-way for the building, it would be no different for the screening wall.

WARREN: You heard the discussion about the other lots and how they may get developed at a later date?

DUGAN: Yes. When I read the Protective Overlay, I thought they were all going to have be in a similar color and wall anyway. As far as the wall goes, you can ask the developer or the person we hope is buying the west lot to do maybe a brick pattern or something on the wall that would be very pleasing for the neighbors.

FOSTER: I'm looking at the dimensions of the parking lot, and it looks to be 120 feet roughly with 20 feet building setbacks, that leaves you with 100 feet, which is twice the area of the building. How much parking does whatever is going in there need?

DUGAN: In this case, with the warehouse use, they have trucks coming in, and they just need room for the access of the trucks. It's not just for parking.

FOSTER: I hear what you're saying, but it seems to me that 100 feet is enough.

DUGAN: The trucks are pretty long, and they will need to get turned around and backed up.

BLICK: Could we put a restriction for the retaining wall to be the same color as it is on East Kellogg?

ZEVENBERGEN: Put more restrictions on the wall.

B. JOHNSON: I think we should have some flexibility to let them come up with a nice design rather than us deciding it.

BLICK: I agree with you. I was just wondering the color would be matching similar to like Kellogg is.

B. JOHNSON: That would be one choice.

ZEVENBERGEN: Mr. Blick, to your question, I guess you could put more design parameters on the wall, it just says whether or not it would be the will of the Board to add those additional restrictions.

GREENE: Will there eventually be a sidewalk required on Dubon?

ZEVENBERGEN: Good question. I don't know the answer to that. I know when a new subdivision is going in, they require a sidewalk on one side of the street on collector streets, and Dubon would be considered a collector street. If Dubon is petitioned to be paved in the future, knowing that's usually done by property owners, it would potentially be whether or not the property owners would want to include in their petition, the construction of the sidewalk. Knowing that it's not an arterial, I don't know what the City's program is for it going in and putting in sidewalks on collector streets. I know they have a program for installing sidewalks on arterials, but, likely, the pavement of Dubon would be done by petition sought from the residents versus the City choosing to. I'm not versed on whether if they go out to pave a collector street does it then automatically include a sidewalk.

GREENE: I'm just posing a question to see if there's going to be a defined barrier at the line, whether it be a fence, as the developer's requesting, or if we were to go 20 feet, if there would still be a sidewalk there that would be a defined line.

WARREN: I would make a motion to approve, eliminating the requirement that the setback be 20-foot even with the back of the building, with the fence on the property line. Is staff comfortable with the wording existing overlay that all three lots will have similar materials and colors?

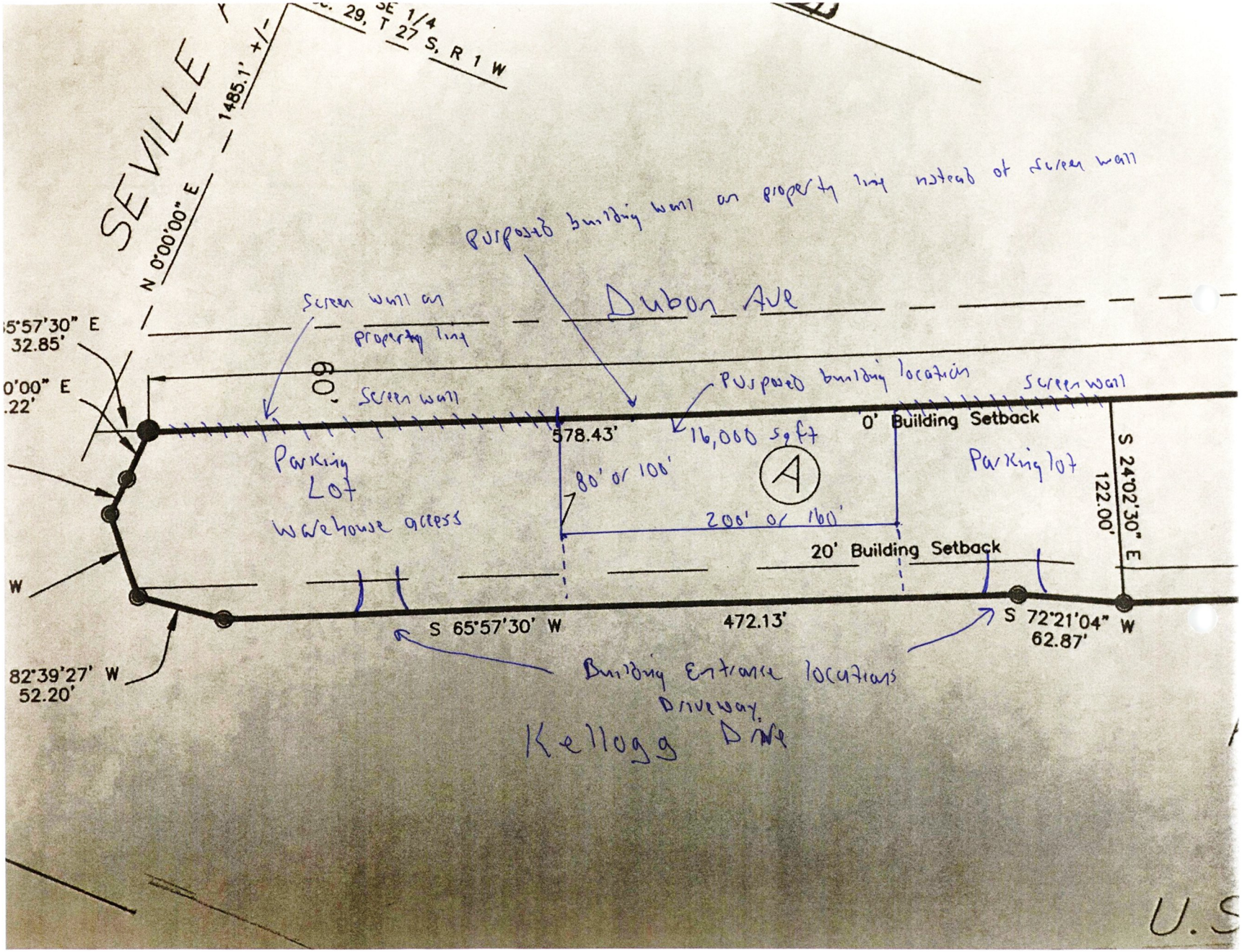
ZEVENBERGEN: Yes.

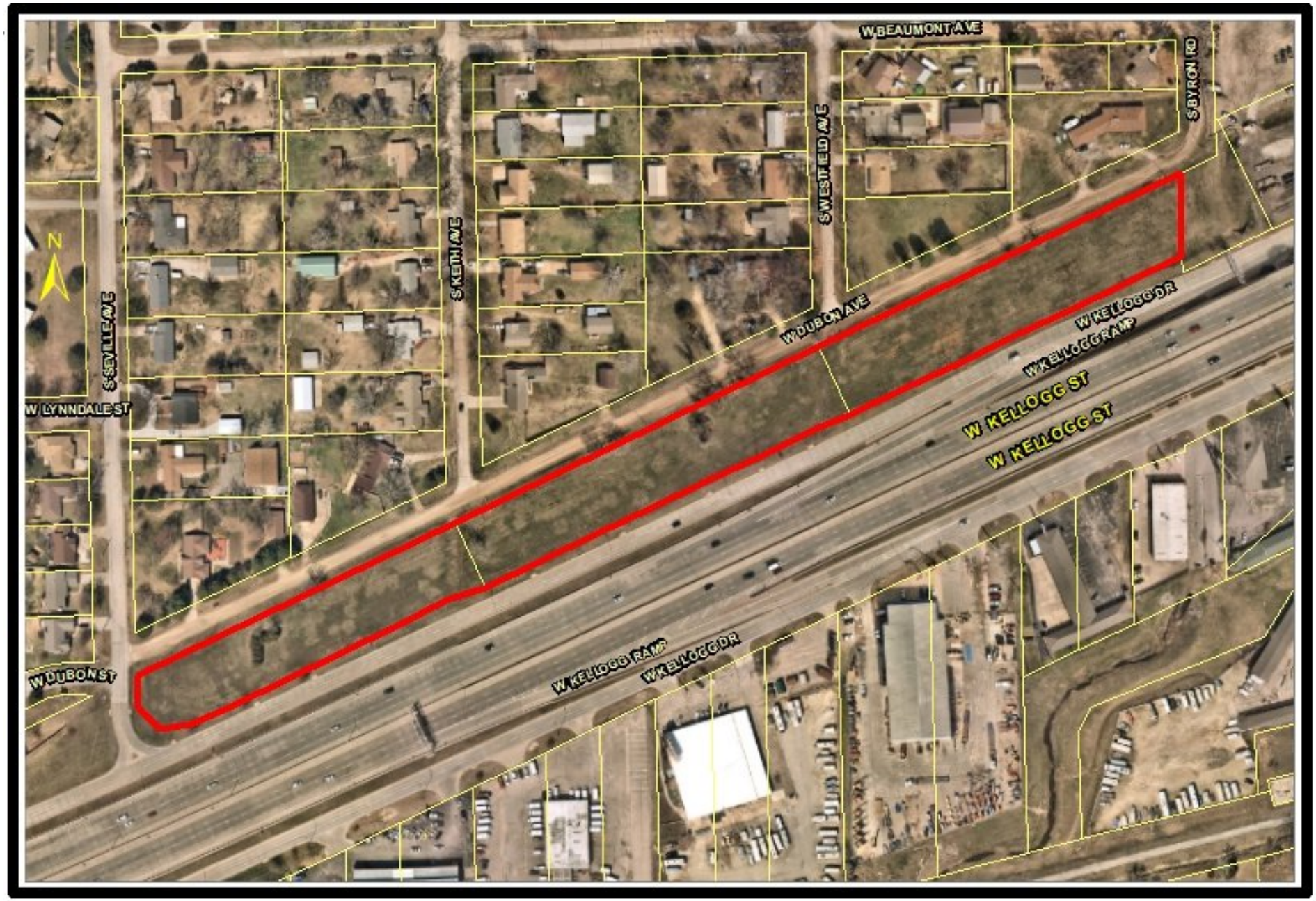
> **MOTION:** To approve subject to staff comments in addition to the elimination of the 20-foot wall setback, and wall needs to be the same color throughout the entire protective overlay.
>
> **WARREN** moved, **GREENE** seconded the motion, and it carried (12-0).

MAPC Recommended Language for Protective Overlay #167

1. The development parcel contains 5.22 net acres, more or less.
2. Restricted uses: group residence, correctional placement residence (limited and general), group home (limited, general, and commercial), communication tower (commercial), kennel (boarding/breeding/training, and hobby), night club, riding academy or stable, tattooing and body piercing facility, tavern and drinking establishment, outdoor vehicle repair, asphalt and concrete plant, gas and fuel storage, rock crushing, and solid waste incinerator.
3. The transfer of title on all or any portion of the land included in the development does to constitute a termination of the overlay or any portion thereof; but said overlay shall run with the land for development and be binding upon the present land owners, their successor and assigns, and their lessees unless amended. However, the Planning Director, with concurrence of the Zoning Administrator, may approve minor adjustments to the conditions of the overlay, consistent with the approved development plan, without filing a formal ordinance amendment.
4. Landscape and Parking Lot Screening: Shall be in accordance with the City of Wichita Landscape Ordinance, including but not limited to a landscaped street yard and parking lot landscaping and screening along Kellogg Dive, Seville Avenue and Dubon Avenue. Additionally, the rate of plant materials on Dubon Avenue shall be calculated at a rate of one shade tree required per 40 feet of linear frontage along Dubon, with this requirement being met by a minimum of at least one-third evergreen plant material; two ornamental trees or ten shrubs shall be equivalent to one shade tree and may be substituted for shade trees except that nor more than one-third of the total requirement may be met by shrubbery plant material. A landscape plan, prepared by a Landscape Architect licensed in the State of Kansas, indicating the location, type, and specification of plant material shall be submitted to the Planning Department for its review and approval prior to the issuance of any building permit(s). The site shall be screened along Dubon Avenue by way of building walls and solid screening walls. Building walls seen from ground level along Dubon Avenue shall not have visible windows, doors, or utility meters or boxes. Building walls shall be the same or similar color to screening walls. Screening walls shall be connected to building walls and shall give the appearance of solid masonry. The screening walls shall be a minimum of 8 feet in height. Landscaping will be required along Dubon Avenue and shall be in accordance with the City of Wichita Landscape Ordinance, except that Dubon Avenue right-of-way may be used for meeting the landscaping requirements; any improvements in the right-of-way shall require review by Public Works and may require a Use of Right-of-Way Permit. The right-of-way shall only be used for a landscape buffer along a building wall that is built on the property line. The owner is responsible to replace any landscaping that is removed to make any infrastructure improvements along West Dubon Avenue.
5. Minimum Setback Requirements:
    a. Front setback: 20 feet
    b. Side setback: 0 feet
    c. Rear setback: 0 feet for buildings
6. All signs shall be per Wichita Sign Code for property zoned “LC.” No portable or off-site signs allowed. No signs shall be allowed on the north side of the buildings, facing Dubon Avenue, nor on the west façade facing Seville Avenue except within the southernmost 20 feet of the façade.
7. Parking: Shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code (UZC).
8. Architectural Control: All buildings shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as approved by the Planning Department. Light standards shall be a maximum height of 25 feet and consistent in pole and fixture throughout the development. No freestanding light standards shall be allowed on Dubon Avenue; building wall lighting shall be limited to 15 feet in height and shall have directional shielding to prevent light spillage onto residential zoning districts.

9. An owners association agreement providing for the maintenance of reserves, open spaces, internal devices, parking areas, drainage areas, etc shall be filed by the time the plat is filed of record.
10. All drainage ways and easements shall be determined at the time of platting.
11. Loading areas, trash receptacles, outdoor storage and docks shall be screened from ground level view. Mechanical equipment on top of buildings shall be screened to the height of the unit. Screening of all trash dumpsters and mechanical equipment will be constructed to match the buildings they support and no trash dumpster shall be along Dubon. Outdoor storage shall be screened such that no stored material protrudes above the top of the screening. In those cases where these requirements are more stringent than the UZC, it shall be deemed that these requirements shall govern.
12. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Metropolitan Area Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Planning Director, shall constitute a violation of the building permit authorizing construction of the proposed development.
13. Outdoor speakers and sound amplification systems shall not be permitted on the site.
14. Development Standards:
    a. Maximum height: 35 feet
    b. Maximum building coverage: 30 percent
    c. Maximum gross floor area: 35 percent


SEVILLE
N 0°00'00" E
1485.1' +/-
29, T 27 S, R 1 W
Purposed building wall on property line instead of screen wall
Screen wall on property line
Dubon Ave
60'
Screen wall
Purposed building location
Screen wall
578.43'
16,000 sq ft
0' Building Setback
Parking Lot
Warehouse access
80' or 100'
A
200' or 160'
Parking lot
S 24°02'30" E
122.00'
20' Building Setback
S 65°57'30" W
472.13'
S 72°21'04" W
62.87'
82°39'27" W
52.20'
Building Entrance locations
Driveway
Kellogg Dr
U.S


W BEAUMONT AVE
S BYRON RD
S WESTFIELD AVE
S KEITH AVE
S SEVILLE AVE
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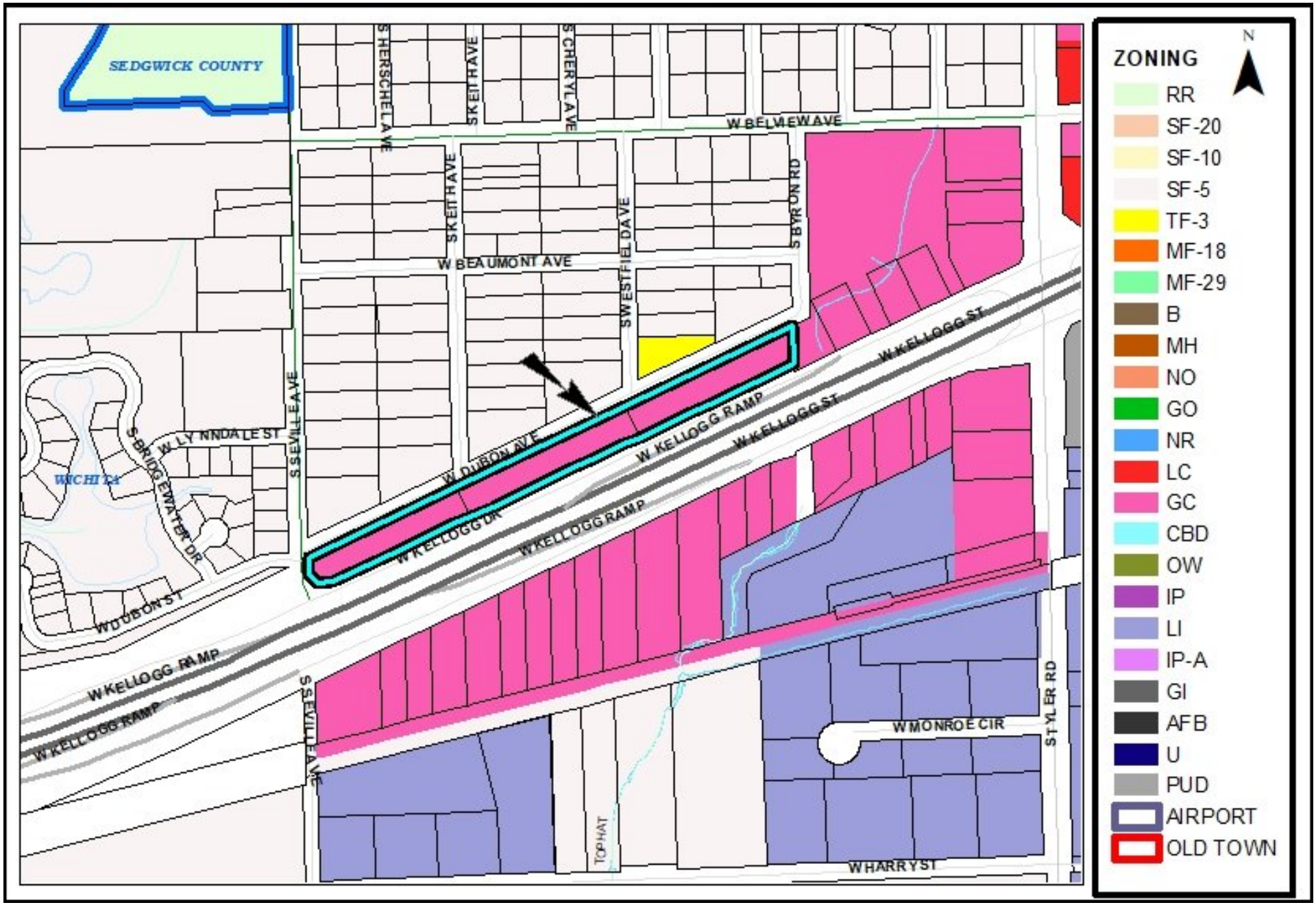
SEDGWICK COUNTY
S HERSCHEL AVE
SKEITH AVE
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W KELLOGG ST
W KELLOGG RAMP
W DUBON AVE
W KELLOGG DR
S SEVILLE AVE
W LYNNDALE ST
S BRIDGEWATER DR
W DUBON ST
WICHITA
W MONROE CIR
STYLER RD
TOPHAT
W HARRY ST
ZONING
N
RR
SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
GO
NR
LC
GC
CBD
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IP
LI
IP-A
GI
AFB
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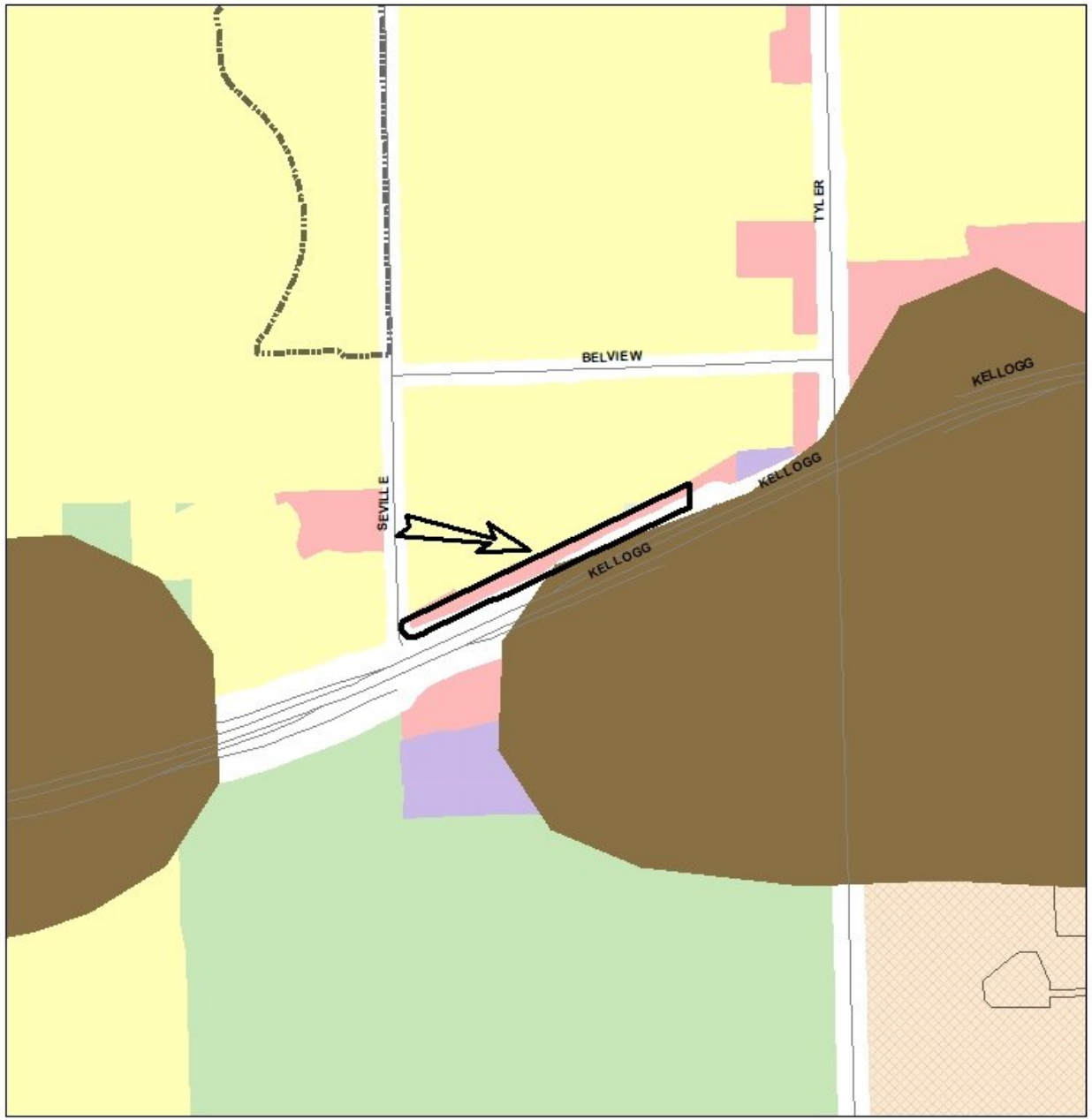
PUD
AIRPORT
OLD TOWN

2035 Wichita Future Growth Concept Map



Legend

- Established Central Area
- Residential and Employment Mix
- New Employment
- New Residential
- Wichita City Limits
- Other Cities
- Northwest Bypass Right-of-Way

Statistical Development Areas

- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

N

West side of site looking south

West side of site looking northeast

West side of site looking west

INTEROFFICE MEMORANDUM

TO: MAPD

FROM: Rebecca Fields, Community Services Representative, District 4

SUBJECT: **ZON2022-00006**

DATE: March 14, 2022

On Monday, March 7, 2022, Bill Longnecker, Senior Planner with the Metropolitan Area Planning Department (MAPD), presented ZON2022-00006 to the District 4 Advisory Board.

The applicant/owner is requesting an amendment to Protective Overlay (PO) #167 on property zoned GC General Commercial addressed as 9400 West Kellogg Drive, which is generally located on the north side of West Kellogg Drive and within one-half mile west of South Tyler Road. The applicant is requesting the amendment to the PO to develop the site with a permitted warehouse use. This is an unusual shaped property in that it is long and narrow.

In 2005, ZON2005-00052 was approved rezoning the subject property from LC Limited Commercial to GC General Commercial and established PO #167.

Due to the narrowness of the property, the applicant is asking to be able to move the setback to the property line. They have also asked to modify the landscaping requirements, and the property owner will be required to replace any landscaping that is removed to make any infrastructure improvements along W Dubon Ave (currently a dirt road). The entrance in and out of the facility will be from Kellogg Drive and not from Dubon Ave. Another amendment made is to allow the buildings to have a metal façade. Currently, only the west 1/3 of the property will be developed. The screening wall along Dubon Ave will be made from a masonry type material. Mr. Longnecker stated that the wall will be allowed to be 8 ft. in height.

Chair Rainwater asked if there have been any protests filed by the neighbors, and Mr. Longnecker stated that there have been questions from the neighbors, but to date no protests have been filed. Mr. Longnecker also pointed out that the height restriction of the building is limited to 35 ft. that is the same height restriction for a single family home in the area.

DAB Member Grant Delmar asked if a truck could pull out of the building onto Kellogg Drive and then turn right onto Seville. Councilman Blubaugh said that this would be legal, but that the driver would have to slow down more if they turned onto Seville.

Chair Rainwater asked if there was anyone with the public who wanted to speak, and Dwayne Dugan came to the podium. Mr. Dugan stated that he is the owner/developer for this property. Mr. Dugan pointed out that the property to the east is all zoned General Commercial and that this

future project is in line with the use of the area. Mr. Dugan is asking for DAB 4's approval of this case.

DAB Member Michael Gomm made a motion to approve the accepted modified action by MAPC and DAB Member Matt Lashley gave a 2nd motion. The motion was approved 9/0.

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON April 15, 2022

ORDINANCE NO. 51-735

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. ZON2022-00006

Amendment to Protective Overlay #167 on property zoned GC General Commercial, described as:

Lots 1, 2, and 3, Block A, Westport 3rd Addition, Sedgwick County, Kansas

Protective Overlay #167 shall hereby read as follows:

1. The development parcel contains 5.22 net acres, more or less.
2. Restricted uses: group residence, correctional placement residence (limited and general), group home (limited, general, and commercial), communication tower (commercial), kennel (boarding/breeding/training, and hobby), night club, riding academy or stable, tattooing and body piercing facility, tavern and drinking establishment, outdoor vehicle repair, asphalt and concrete plant, gas and fuel storage, rock crushing, and solid waste incinerator.
3. The transfer of title on all or any portion of the land included in the development does not constitute a termination of the overlay or any portion thereof; but said overlay shall run with the land for development and be binding upon the present land owners, their successors and assigns, and their lessees unless amended. However, the Planning Director, with concurrence of the Zoning Administrator, may approve minor adjustments to the conditions of the overlay, consistent with the approved development plan, without filing a formal ordinance amendment.
4. Landscape and Parking Lot Screening: Shall be in accordance with the City of Wichita Landscape Ordinance, including but not limited to a landscaped street yard and parking lot landscaping and screening along Kellogg Dive, Seville Avenue and Dubon Avenue. Additionally, the rate of plant materials on Dubon Avenue shall be calculated at a rate of one shade tree required per 40 feet of linear frontage along Dubon, with this requirement being met by a minimum of at least one-third evergreen plant material; two ornamental trees or ten shrubs shall be equivalent to one shade tree and may be substituted for shade trees except that not more than one-third of the total requirement may be met by shrubbery plant material. A landscape plan, prepared by a Landscape Architect licensed in the State of Kansas, indicating the location, type, and specification of plant material shall be submitted to the Planning Department for its review and approval prior to the issuance of any building permit(s). The site shall be screened along Dubon Avenue by way of building walls and solid screening walls. Building walls seen from ground level along Dubon Avenue shall not have visible windows, doors, or utility meters or boxes. Building walls shall be the same or similar color to screening walls. Screening walls shall be connected to building walls and shall give the appearance of solid masonry. The screening walls shall be a minimum of 8 feet in height. Landscaping will be required along Dubon Avenue and shall be in accordance with the City of Wichita Landscape Ordinance, except that Dubon Avenue right-of-way may be used for meeting the landscaping requirements; any improvements in the right-of-way shall require review by Public Works and may require a Use of Right-of-Way Permit. The right-of-way shall only be used for a landscape buffer along a building wall that is built

on the property line. The owner is responsible to replace any landscaping that is removed to make any infrastructure improvements along West Dubon Avenue.

5. Minimum Setback Requirements:
    a. Front setback: 20 feet
    b. Side setback: 0 feet
    c. Rear setback: 0 feet for buildings
6. All signs shall be per Wichita Sign Code for property zoned "LC." No portable or off-site signs allowed. No signs shall be allowed on the north side of the buildings, facing Dubon Avenue, nor on the west façade facing Seville Avenue except within the southernmost 20 feet of the façade.
7. Parking: Shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code (UZC).
8. Architectural Control: All buildings shall have the same predominate exterior building materials with consistent architectural character, color and texture, and consistent lighting design (fixtures, poles, lamps, etc.) as approved by the Planning Department. Light standards shall be a maximum height of 25 feet and consistent in pole and fixture throughout the development. No freestanding light standards shall be allowed on Dubon Avenue; building wall lighting shall be limited to 15 feet in height and shall have directional shielding to prevent light spillage onto residential zoning districts.
9. An owners association agreement providing for the maintenance of reserves, open spaces, internal devices, parking areas, drainage areas, etc. shall be filed by the time the plat is filed of record.
10. All drainage ways and easements shall be determined at the time of platting.
11. Loading areas, trash receptacles, outdoor storage and docks shall be screened from ground level view. Mechanical equipment on top of buildings shall be screened to the height of the unit. Screening of all trash dumpsters and mechanical equipment will be constructed to match the buildings they support and no trash dumpster shall be along Dubon. Outdoor storage shall be screened such that no stored material protrudes above the top of the screening. In those cases where these requirements are more stringent than the UZC, it shall be deemed that these requirements shall govern.
12. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Metropolitan Area Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Planning Director, shall constitute a violation of the building permit authorizing construction of the proposed development.
13. Outdoor speakers and sound amplification systems shall not be permitted on the site.
14. Development Standards:
    a. Maximum height: 35 feet
    b. Maximum building coverage: 30 percent
    c. Maximum gross floor area: 35 percent

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.

[Remainder of page intentionally left blank]

ATTEST:

_____
Brandon J. Whipple, Mayor, City of Wichita

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

City of Wichita
City Council Meeting
April 5, 2022

TO: Mayor and City Council

SUBJECT: ZON2022-000009 – Zone Change Request from NR Neighborhood Retail to GC General Commercial to Allow Food Truck on Property Located on the North Side of West 53rd Street North and One Block East of North Meridian Avenue, 5400 N. Sedgwick (District VI)

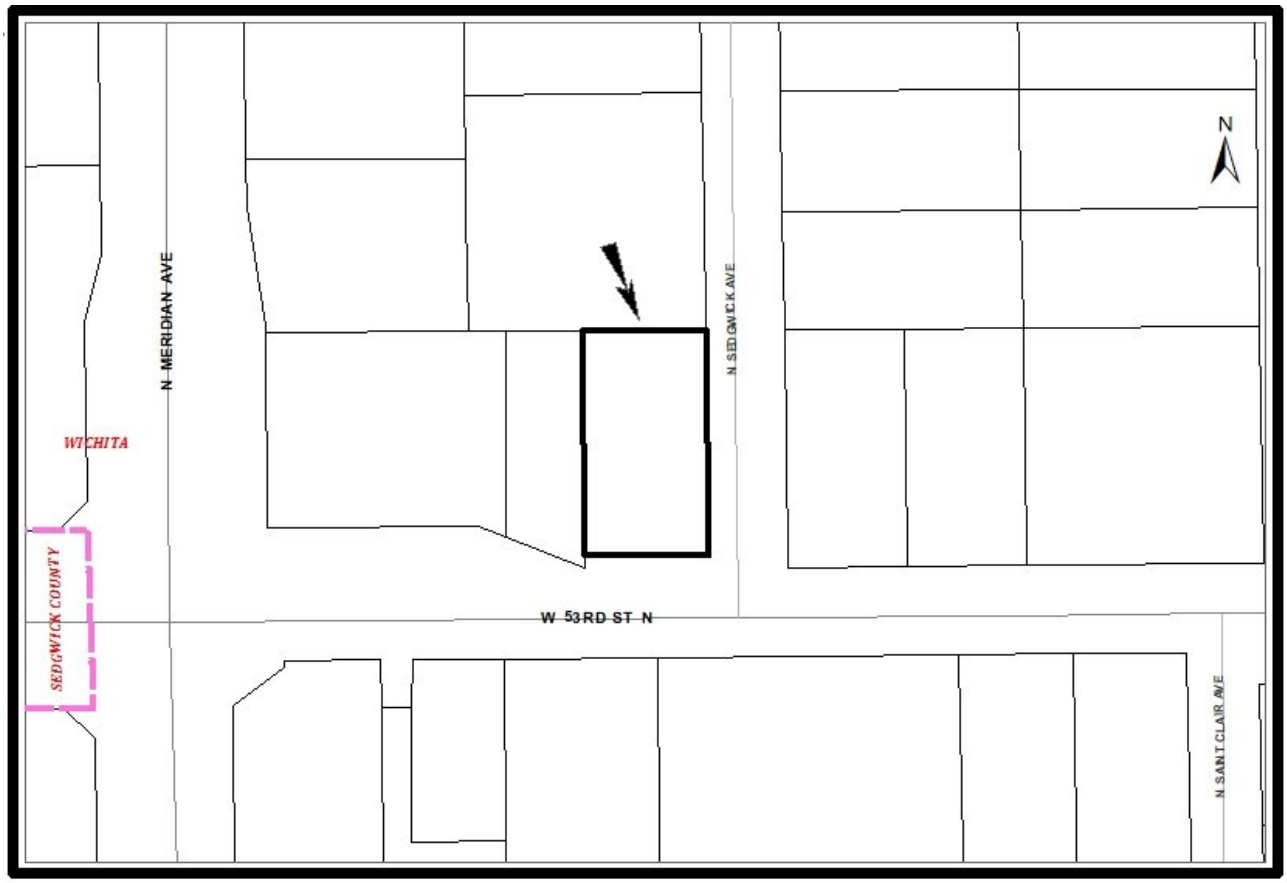
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to staff recommendation (11-1).

MAPD Staff Recommendations: Approve, subject to Protective Overlay #390.

DAB VI Recommendations: Approve, subject to staff recommendation (6-1).



BACKGROUND: The applicant is requesting the rezoning of a platted 0.45-acre lot from NR Neighborhood Retail to GC General Commercial. The property is generally located on the north side of West 53rd Street North and one block east of North Meridian Avenue (5400 North Sedgwick). The applicant is seeking to rezone the property to operate a Mobile Food Unit in the City.

The subject property is currently undeveloped, but gravel has been placed on a portion of the site. As shown on the attached site plan, the applicant intends to locate a 20-foot by six-foot mobile food trailer along 53rd Street. The applicant has indicated that they plan to provide a parking area on the site and will have access off of North Sedgwick Avenue. All parking areas shall be surfaced with concrete, asphalt, asphaltic concrete, or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash, and other debris. Gravel is not an allowed surfacing for the parking area. According to the applicant, the food trailer will run off of power that has been supplied to the site.

Off-street parking for the Mobile Food Unit in the City use shall be provided based on a parking study, to be prepared by the applicant, to be review and approved by the Zoning Administrator.

The property to the north of the subject site is zoned SF-5 Single Family Residential and developed with a single-family home. The property to the south, across West 53rd Street North, is zoned LC Limited Commercial and developed with a commercial business. The property to the east, across North Sedgwick Avenue, is zoned SF-5 Single Family Residential and developed with a single-family home. The property to the west is zoned LC Limited Commercial and developed with a Convenience Store.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of commercial properties when abutting or across a street or alley from residential zoning districts. An existing wooden fence acts as screening on the north and west sides of the property. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback and the street side setback.

Analysis: On March 3, 2022, the Metropolitan Area Planning Commission (MAPC) recommended approval of the application (11-1), subject to Protective Overlay #390 as attached in the Supporting Documents. Two adjacent property owners spoke in opposition to the request at this public hearing. Minutes from this meeting are attached.

On March 7, 2022, District Advisory Board (DAB) VI recommended approval of the application, subject to staff recommendation (6-1). Two adjacent property owners spoke in opposition to the request at this public hearing. A report from this meeting is attached.

No protest petitions were received for the requested zoning change.

The request can be approved with a simple majority vote.

Financial Considerations: Approval of this request will not create any financial obligations for the City.

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires four of seven votes).

Attachments:

1. Supporting Documents
2. MAPC Minutes
3. Ordinance

The DAB VI Report was not provided to MAPD Staff

Protective Overlay #390

1. Uses shall be limited to the following: All uses permitted in the NR Neighborhood Retail zoning district with the addition of Mobile Food Unit in the City as defined in the Unified Zoning Code.

2. The Mobile Food Unit in the City use shall cease operations by 11:00 p.m.; provided, said use may operate until 1:00 a.m. on Friday and Saturday nights. These hours shall apply as long as there are adjacent, including across the street, residential uses.

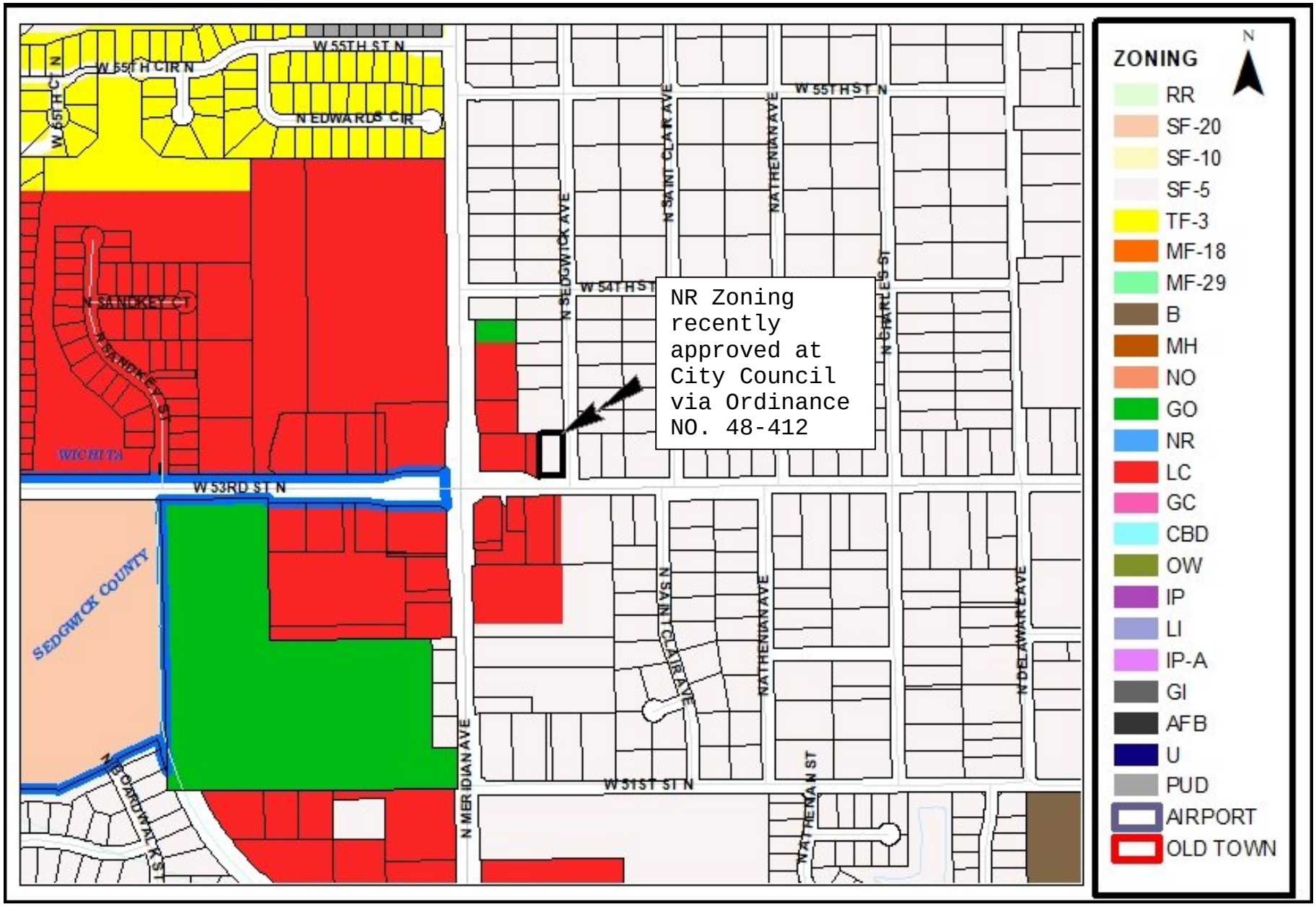
3. Amendments, adjustments or interpretations to this Protective Overlay shall be done in accordance with the Unified Zoning Code.

4. The Transfer of title of all or any portion of land included within the Protective Overlay (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.

5. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

6. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

N
N MERIDIAN AVE
N GEORGIA AVE
W 53RD ST N


NR Zoning recently approved at City Council via Ordinance NO. 48-412
ZONING
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SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
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PUD
AIRPORT
OLD TOWN
W 55TH ST N
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W 55TH CT N
N EDWARDS CIR
N SANDKEY CT
N SANDKEY ST
WICHITA
W 53RD ST N
SEDGWICK COUNTY
N BOARDWALK ST
N MERIDIAN AVE
W 51ST ST N
N SAINT CLAIR AVE
NATHENIAN AVE
N SEDGWICK AVE
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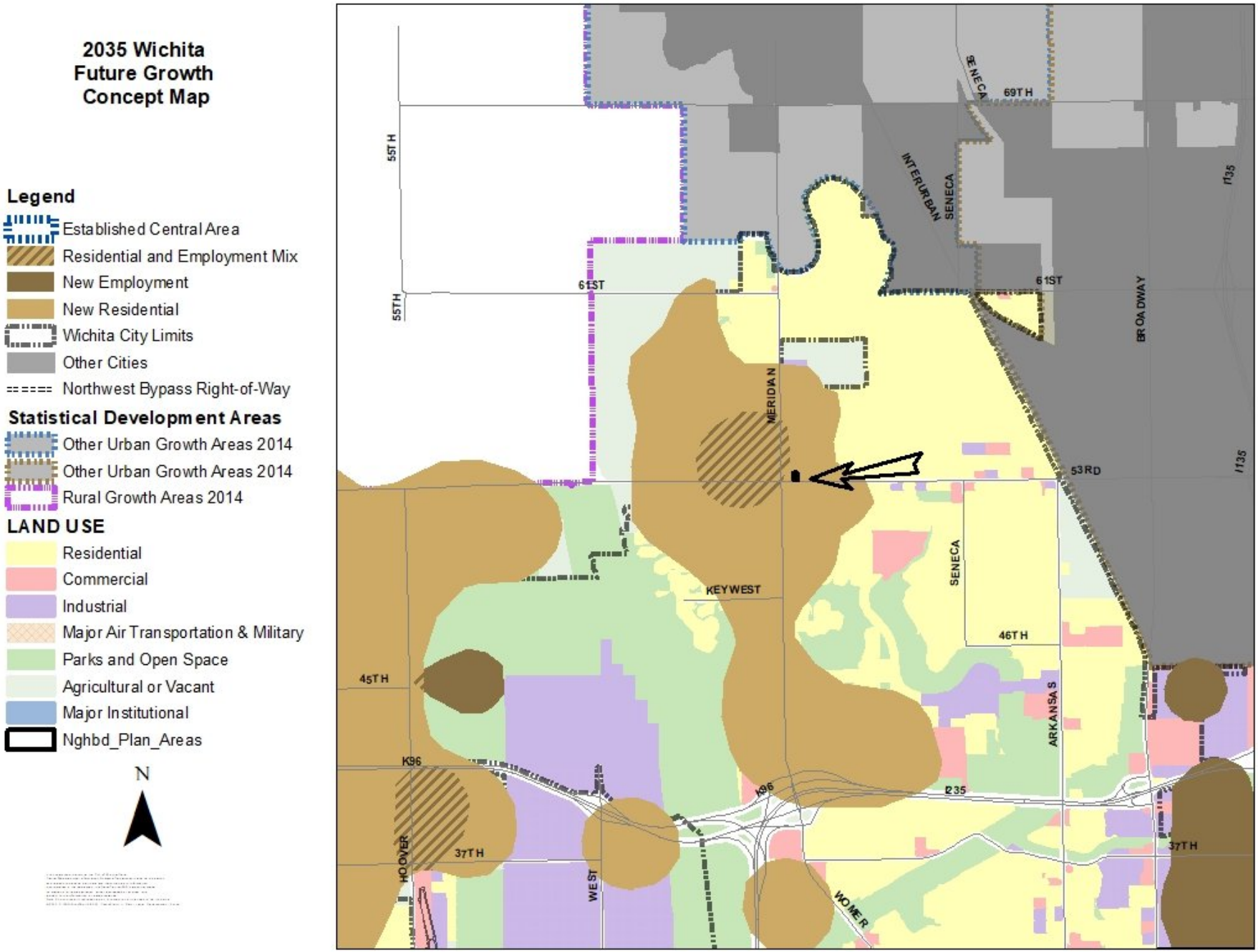
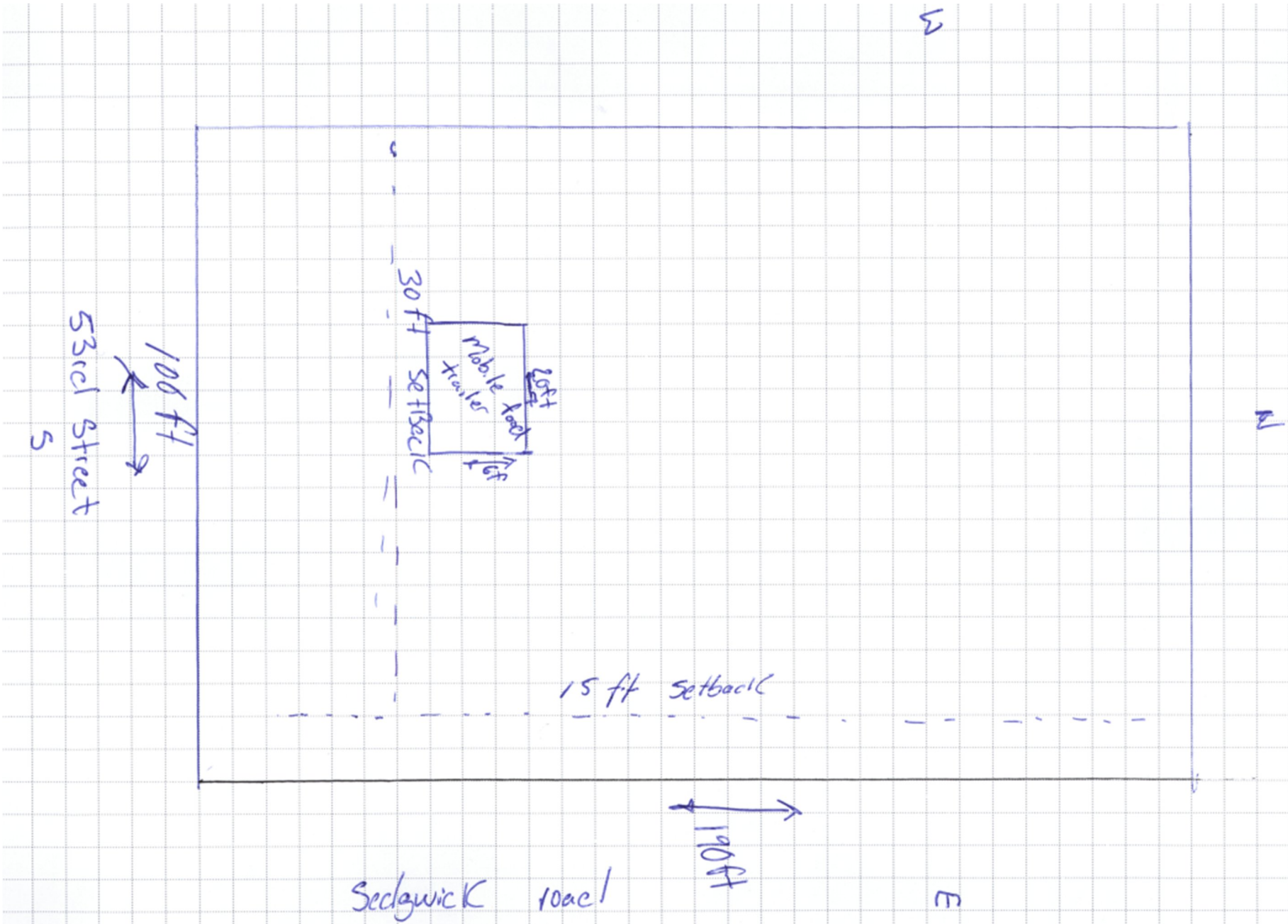
N CHARLES ST
N DELAWARE AVE
NATHENIAN ST

2035 Wichita Future Growth Concept Map





E
N
30 ft setback
Mobile road trailer
20 ft
16 ft
100 ft
53rd street
S
15 ft setback
190 ft
Sedgwick road
E

Subject site facing north

Property to the east of the subject site

Subject site facing southwest

Property to the north of the subject site

Property to the south of the subject site

EXERPT MINUTES FOR MARCH 3, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION MEETING

4.9 ZON2022-00009: Zone change request in the city from NR Neighborhood Retail to GC General Commercial to allow Food Truck on property located on the north side of West 53rd Street North and one block east of North Meridian Avenue (5400 N Sedgwick).

Lot 9, EXCEPT the South 10 feet for street, Block C, Anderson Acres Addition, an Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting the rezoning of a platted 0.45 acre lot from NR Neighborhood Retail to GC General Commercial. The property is generally located on the north side of West 53rd Street North and one block east of North Meridian Avenue (5400 North Sedgwick). The applicant is seeking to rezone the property to operate a Mobile Food Unit in the City.

The subject property is currently undeveloped, but gravel has been placed on a portion of the site. As shown on the attached site plan, the applicant intends to locate a 20-foot by 6-foot mobile food trailer along 53rd Street. The applicant has indicated that they plan to provide a parking area on the site and will have access off of North Sedgwick Avenue. All parking areas shall be surfaced with concrete, asphalt, asphaltic concrete, or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash, and other debris. Gravel is not an allowed surfacing for the parking area. According to the applicant, the food trailer will run off of power that has been supplied to the site.

Off-street parking for the Mobile Food Unit in the City use shall be provided based on a parking study, to be prepared by the applicant, to be review and approved by the Zoning Administrator.

The property to the north of the subject site is zoned SF-5 Single Family Residential and developed with a single-family home. The property to the south, across West 53rd Street North, is zoned LC Limited Commercial and developed with a commercial business. The property to the east, across North Sedgwick Avenue, is zoned SF-5 Single Family Residential and developed with a single-family home. The property to the west is zoned LC Limited Commercial and developed with a Convenience Store.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of commercial properties when abutting or across a street or alley from residential zoning districts. An existing wooden fence acts as screening on the north and west sides of the property. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback and the street side setback.

CASE HISTORY:

- On August 26, 1951, the subject property was platted as Lot 9, Block C, Anderson Acres Addition.
- In 2009, the property was rezoned from SF-5 Single Family Residential to NR Neighborhood Retail (ZON2009-00021).

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family home
SOUTH:	LC	Commercial
EAST:	SF-5	Single-family home
WEST:	LC	Convenience Store

PUBLIC SERVICES: The property has access to North Sedgwick Avenue, a two-lane paved local street with a 65-foot right-of-way with no sidewalks. West 53rd Street North is a 4-lane paved arterial with

sidewalks along the south side of the street. All municipal services are available to be extended to the subject site.

No transit service is available in the area.

CONFORMANCE TO PLANS/POLICIES: The Community Investment Plan (the Wichita-Sedgwick County Comprehensive Plan) recommends the subject site as appropriate for "New Residential." This category encompasses areas that "likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well." The proposed re-zoning to GC is in conformance to the Community Investments Plan.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED** subject to a Protective Overlay as follows:

Protective Overlay

1. Uses shall be limited to the following: All uses permitted in the NR Neighborhood Retail zoning district with the addition of Mobile Food Unit in the City as defined in the Unified Zoning Code.

2. The Mobile Food Unit in the City use shall cease operations by 11:00 p.m.; provided, said use may operate until 1:00 a.m. on Friday and Saturday nights. These hours shall apply as long as there are adjacent, including across the street, residential uses.

3. Amendments, adjustments or interpretations to this Protective Overlay shall be done in accordance with the Unified Zoning Code.

4. The Transfer of title of all or any portion of land included within the Protective Overlay (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.

5. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

6. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The property to the north of the subject site is zoned SF-5 Single Family Residential and developed with a single family home. The property to the south, across West 53rd Street North, is zoned LC Limited Commercial and developed with a commercial business. The property to the east, across North Sedgwick Avenue, is zoned SF-5 Single Family Residential and developed with a single family home. The property to the west is zoned LC Limited Commercial and developed with a gas station.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property's current NR Neighborhood Retail zoning permits a variety or residential and commercial

uses. The site could be developed with the existing NR zoning.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The re-zoning of the parcel to GC with the proposed Protective Overlay should not detrimentally affect nearby properties. The applicable provisions of the Wichita Landscape Ordinance and screening standards in the Unified Zoning Code are designed to mitigate negative impacts high intensity uses abutting less intensive uses. The proposed hours in the protective overlay should help mitigate negative impacts of noise from the use.

4. **Length of time the property has been vacant as currently zoned:** The property was rezoned to NR Neighborhood Retail in 2009 and remains vacant.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The Community Investment Plan (the Wichita-Sedgwick County Comprehensive Plan) recommends the subject site as appropriate for "New Residential." This category encompasses areas that "likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well." The proposed re-zoning to GC is in conformance to the Community Investments Plan.

6. **Impact of the proposed development on community facilities:** Community facilities are not expected to be noticeably impacted by this approval. All municipal services are available to the site.

MATT WILLIAMS, PLANNING STAFF: Presented the staff report.

NICKS: The lot is 4.5 acres and the proposal is to put a 20-foot by 6-foot food truck close to 53rd, somewhere along 53rd, or close to that access, would the applicant be required to pave the entire lot?

WILLIAMS: No, they wouldn't be required to pave the entire lot. They would have to provide parking that would be determined later based on a parking study prepared by the applicant, so whatever parking that they're required to provide, they'd have to pave that portion of the lot, but not the whole lot.

FOSTER: Is the access that was in the photograph off of 53rd or Sedgwick?

WILLIAMS: It's off of Sedgwick.

FOSTER: There is and will not be access off of 53rd?

WILLIAMS: That's correct. I spoke to the traffic engineer and the only access will be off of Sedgwick.

CUNNINGHAM: Are those hours typical? Seems like it's awfully late.

WILLIAMS: Those were just some guidance that staff came up with. I know that we've had some other projects in the last few years where they were close to residential and we put some hours on there. Looking at the hours of this food truck at other locations it appears they might be open till 2:00 am, every morning, so that's why we tried to push it back a little bit based on another restaurant. I can't guarantee that's what they're looking for.

NICKS: Did you mention lighting at all?

WILLIAMS: I did not mention lighting. I believe there are standards in the zoning code for lighting that they would have to follow.

B. JOHNSON: Do you know the hours of the convenience store to the south?

WILLIAMS: I do not know what the hours are for that, although, I'm assuming it's probably 24 hours.

B. JOHNSON: Isn't it across Meridian's Walmart? It's open 24/7.

ADAM DOMINGUEZ, 9711 N 119th STREET, SEDGWICK, KS, APPLICANTS: We are trying to make money from the lot to recoup our investment. We purchased in the early 2000's.

B. JOHNSON: Are you in agreement with staff comments?

ADAM DOMINGUEZ: Yes.

GREENE: You do realize that the gravel you have for parking currently will not be sufficient for the parking that's going to be required. You'll need to put either asphalt or concrete.

FELIPE DOMINGUEZ, 9711 N 119TH STREET, SEDGWICK, KS, APPLICANT: How many feet from the street? Thinking about the cost.

GREENE: I understand, but that's one of the requirements.

WILLIAMS: That is not part of the zone change request – that's part of providing parking for a commercial property. The size of that will be determined after the parking study that the applicant is going to need to provide comes back.

JR COX, ZONING ADMINISTATOR: Until we have a parking plan, we don't know how much pavement will be needed.

FOX: If the zoning change were approved today, and the improvements weren't made for a year, then the zoning would revert back? Is that accurate on a case like this?

COX: I don't think so. The zoning will stay – they'll simply have to get permits for this parking area since its commercial. Legally they wouldn't be allowed to operate until they're in compliance.

JAY MELZER, 5445 N SEDGWICK, WICHITA: I live in the residence two houses down and I have some issues to discuss. It is not just a food truck. They also have a support trailer behind that. There's also buildings that they built that holds coolers for beverages that stay there all the time. This trailer doesn't move. It stays there 24/7. They have brought in power. I'm not sure how they're going to get their water. Where they were previously parked, by the liquor store, they shared water and sewer with them. I'm concerned about the grease trap as well. If they only pave or concrete half of that area, they'd have to park in the street, and if you have vehicles on each side, people with trailers or campers that live down that street, will not be able to get through. I believe that concrete put in place was not done by permit. There is a culvert that is right next to the stop sign where our water has to have to drain through. They just poured concrete and that is blocking up now causing flooding during heavy rains. Also, I believe on slide 3, the house that is right across from that driveway, there's a school bus that stops there for a handicap student for several minutes and that can cause a blockage onto Sedgwick or on 53rd – accessing that when they're offloading that student. My concern is that this is not a show up for the day and leave. It stays there constantly, and they do have supply trucks that stay there as well as a permanent foundation structure that they have built.

I'm not opposed to small businesses as the company I work for is 90% small business related so it was very hard to decide whether to come here or not, but if they built a building, a structure, and had it nice, then that's one thing.

ANTHONY KIRK, 5435 N SEDGWICK, WICHITA: I live in the house just north of that property. My main concern is that we don't want them to enter off of Sedgwick – we want them to enter off of 53rd Street. They need to build a fence down there because 90% of everything is going to get blocked on that road and cause a lot of headaches and problems for all of us in the neighborhood. The late hours, staying open, and the smell is going to get to everybody in our neighborhood. Everybody on our street did sign a petition to have the trailer not be allowed on the property.

NICKS: We have the operator of the food truck here, I'd like to hear what she has to say.

ALICIA MONTANTE, 1321 N MARKET, WICHITA: I'm the owner of the food truck. We have a lot of customers but they mostly come to pick up and leave. I'm planning to have some kind of drive-through where they can order. We are a very, very fast food restaurant. They don't wait even three minutes to pick up an order so I don't think there's going to be a parking problem. We are very quiet. The food truck was previously parked close to a house and no one ever complained about the noise or the smell. I follow all the rules of the health department. The grease trap is checked two times a week and we make sure we don't do any damage to the environment. I don't think there is going to be a problem for the neighborhood. If big trucks come there, they only are there to get their order and then leave, and most of the time they park on the street or in the convenience store parking lot. We are planning to pave the parking lot and want to do everything right. We were parked at the liquor store for two years and we never had any problems.

F. DOMINGUEZ: We obtained a building permit for the approach and did it legally. If we are required to put in an approach or driveway on 53rd, we'd be happy to do it. We are willing to do whatever is needed.

GREENE: I know you said you got a building or construction permit for the approach. There seems to be some sort of structure, like a building of some sort. Is that there all the time?

F. DOMINGUEZ: No. There was a little box there where we nailed the zoning signs to. Some of the stuff the owner of the food truck brought in sits on the northwest corner, but that stuff will not stay there. We are going to make sure the property looks decent. I don't want to have a chicken coop or anything like that.

MOTION: To approve subject to staff recommendation.

FOSTER moved, **NICKS** seconded the motion, and it carried (11-1), **BLICK opposed.**

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: ZON2022-0009

Date: March 28, 2022

BACKGROUND: The applicant is requesting the rezoning of a platted 0.45-acre lot from NR Neighborhood Retail to GC General Commercial. The property is generally located on the north side of West 53rd Street North and one block east of North Meridian Avenue (5400 North Sedgwick). The applicant is seeking to rezone the property to operate a Mobile Food Unit in the City.

The subject property is currently undeveloped, but gravel has been placed on a portion of the site. As shown on the attached site plan, the applicant intends to locate a 20-foot by 6-foot mobile food trailer along 53rd Street. The applicant has indicated that they plan to provide a parking area on the site and will have access off of North Sedgwick Avenue. All parking areas shall be surfaced with concrete, asphalt, asphaltic concrete, or other comparable surfacing and shall be maintained in good condition and free of all weeds, dust, trash, and other debris. Gravel is not an allowed surfacing for the parking area. According to the applicant, the food trailer will run off of power that has been supplied to the site.

Off-street parking for the Mobile Food Unit in the City use shall be provided based on a parking study, to be prepared by the applicant, to be review and approved by the Zoning Administrator.

The property to the north of the subject site is zoned SF-5 Single Family Residential and developed with a single-family home. The property to the south, across West 53rd Street North, is zoned LC Limited Commercial and developed with a commercial business. The property to the east, across North Sedgwick Avenue, is zoned SF-5 Single Family Residential and developed with a single-family home. The property to the west is zoned LC Limited Commercial and developed with a Convenience Store.

Section IV-B.2 of the Unified Zoning Code (UZC) requires screening of commercial properties when abutting or across a street or alley from residential zoning districts. An existing wooden fence acts as screening on the north and west sides of the property. A landscaped street yard per the Wichita Landscape Ordinance may act as screening in the front setback and the street side setback.

CASE HISTORY:

- On August 26, 1951, the subject property was platted as Lot 9, Block C, Anderson Acres Addition.
- In 2009, the property was rezoned from SF-5 Single Family Residential to NR Neighborhood Retail (ZON2009-00021).

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family home
SOUTH:	LC	Commercial
EAST:	SF-5	Single-family home
WEST:	LC	Convenience Store

PUBLIC SERVICES: The property has access to North Sedgwick Avenue, a two-lane paved local street with a 65-foot right-of-way with no sidewalks. West 53rd Street North is a 4-lane paved arterial with sidewalks along the south side of the street. All municipal services are available to be extended to the subject site.

No transit service is available in the area.

CONFORMANCE TO PLANS/POLICIES: The Community Investment Plan (the Wichita-Sedgwick County Comprehensive Plan) recommends the subject site as appropriate for "New Residential." This category encompasses areas that "likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well." The proposed re-zoning to GC is in conformance to the Community Investments Plan.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED** subject to a Protective Overlay as follows:

Protective Overlay

1. Uses shall be limited to the following: All uses permitted in the NR Neighborhood Retail zoning district with the addition of Mobile Food Unit in the City as defined in the Unified Zoning Code.

2. The Mobile Food Unit in the City use shall cease operations by 11:00 p.m.; provided, said use may operate until 1:00 a.m. on Friday and Saturday nights. These hours shall apply as long as there are adjacent, including across the street, residential uses.

3. Amendments, adjustments or interpretations to this Protective Overlay shall be done in accordance with the Unified Zoning Code.

4. The Transfer of title of all or any portion of land included within the Protective Overlay (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.

5. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

6. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The property to the north of the subject site is zoned SF-5 Single Family Residential and developed with a single family home. The property to the south, across West 53rd Street North, is zoned LC Limited Commercial and developed with a commercial business. The property to the east, across North Sedgwick Avenue, is zoned SF-5 Single Family Residential and developed with a single family home. The property to the west is zoned LC Limited Commercial and developed with a gas station.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property's current NR Neighborhood Retail zoning permits a variety or residential and commercial uses. The site could be developed with the existing NR zoning.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The re-zoning of the parcel to GC with the proposed Protective Overlay should not detrimentally affect nearby properties. The applicable provisions of the Wichita Landscape Ordinance and screening standards in the Unified Zoning Code are designed to mitigate negative impacts high intensity uses abutting less intensive uses. The proposed hours in the protective overlay should help mitigate negative impacts of noise from the use.

4. **Length of time the property has been vacant as currently zoned:** The property was rezoned to NR Neighborhood Retail in 2009 and remains vacant.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The Community Investment Plan (the Wichita-Sedgwick County Comprehensive Plan) recommends the subject site as appropriate for "New Residential." This category encompasses areas that "likely will be developed or redeveloped by 2035 with uses predominately found in the Residential category. Pockets of Major Institutional and Commercial uses likely will be developed within this area as well." The proposed re-zoning to GC is in conformance to the Community Investments Plan.

7. **Impact of the proposed development on community facilities:** Community facilities are not expected to be noticeably impacted by this approval. All municipal services are available to the site.

The DAB heard the request so that adjacent property owners and Wichita residents had an opportunity to express their concerns. After the presentation by Senior Planner, Matthew Williams the following questions were asked by DAB VI Board Members.

Q (DAB): Staff mentioned power adequacy. What about sewage?

A (Staff): Sewage and water that would be good to hear from the applicant. What they intend to do they could operate without it. It just depends on their development and what they expected use.

C (Applicant): We've been operating there for about three years, and follow all health department regulations. We have a grease stamp on the food truck and clean it every three days. Our service is fast so we don't have a lot of cars waiting. We're planning to open another exit on West 53rd. We don't want to have any problems and would like to continue serving our customers at this location.

C (Public): Shay Melton, 545 N. Sedgwick. How do you define mobile because this truck was or this trailer was set in place for over three years and it was connected to water and power? For three years how did they get rid of the water? It's a permanent foundation no different than a mobile home. There's a lot of development in the area right now. I don't think this is the right place for this mobile food truck. I would recommend the addition of the driveway on 53rd, but also no parking on Sedgwick or at least on one side to prevent large trucks and vehicles from making it difficult for local traffic. On 53rd, there is no culver and it's just a paved road. If vehicles started driving over that land it will create ruts and then water will back up into my property. I also recommend that they don't play loud music at night, that they pave and put in place lighting with no bright lights or anything facing towards the houses.

C (Public): Anthony Kirk, 5435 N. Sedgwick, property just to the north of the site. Since they put that driveway in we have noticed that the water is already backing up onto my property. The owners were stationed at the liquor store for three years. The reason they left is because they were dumping their grease and sewer inside the septic tank. They were asked to leave the property at the liquor store. Since then, they've asked to use my water to run their food truck and I said absolutely not. They need sewer to get rid of their waste. If they're cleaning their dishes, where's that going? It's not just one trailer but it's two trailers. They have the main trailer and then there's a food trailer that sits next to it that holds all the food. There're also buildings that are lined up next to it that look like just sheds. Neighbors wrote a petition, and signed a petition because they don't want it in the neighborhood.

Q (DAB): I'd still like to know what they will do for utilities besides the electricity.

A (Applicant): We own another restaurant and all food arrives prepped. The food truck is harmless to the neighborhood. We've never had traffic problems or noise complaints.

Q (DAB): Why do neighbors complain about the truck after three years since it's been on site?

A (Public): The truck was right next to a liquor store it was recessed in behind other buildings with no residential within a quarter mile. Now it's going to be right next to houses within 300 feet. The food is good and it has nothing to do with small business.

C (Public): I recommend that the drive be moved to 53rd to facilitate loading and unloading for a neighbor that has a handicap child.

C (DAB): The idea as far as I understood for parking is that they are using the site for parking.

C (DAB): When they go to get permits, they'll have to complete a parking study for this type of use and required parking spaces are determined then. Applicant will have to provide paved parking onsite.

Q (DAB): Are there any restrictions on street access?

A (Staff): Traffic engineering indicated that the drive would have to come off of Sedgwick street.

C (Public): It's not so much the cars. It's the big trucks were mostly concerned for. There's no way for them to park in that field and be able to turn around and would end up parking on the street for easy access

Q (DAB): Does the applicant own the property?

A(Applicant): I plan to purchase the property.

Q(DAB): How is the traffic any different then the recent case approved for a carwash on 21st Street? It's located in a similar intersection.

C(DAB): Neighbors concern, I believe, is the amount of heavy traffic heavy trucks from potential customers.

C(DAB): It seems like a weird concern. Are we going to ask every restaurant to not cater to construction people?

C(DAB): This is a residential street. It's a narrow two-lane street with mostly.

(Staff) No further comments or questions from the public or applicant. The discussion returns to the DAB for motion

Action Taken: Zachary R Gingrich-Gaylord made a motion to **APPROVE** staff's recommendation. The motion was seconded by Linda Matney.

MOTION PASSED 6-1

Respectfully submitted,

Ana Lopez
Community Services Representative
District VI

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON April 15, 2022

ORDINANCE NO. 51-736

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. ZON2022-00009

City zone change from NR Neighborhood Retail to GC General Commercial zoning on property described as:

Lot 9, EXCEPT the South 10 feet for street, Block C, Anderson Acres Addition, an Addition to Wichita, Sedgwick County, Kansas.

Subject to the following Protective Overlay #390 as follows:

1. Uses shall be limited to the following: All uses permitted in the NR Neighborhood Retail zoning district with the addition of Mobile Food Unit in the City as defined in the Unified Zoning Code.
2. The Mobile Food Unit in the City use shall cease operations by 11:00 p.m.; provided, said use may operate until 1:00 a.m. on Friday and Saturday nights. These hours shall apply as long as there are adjacent, including across the street, residential uses.
3. Amendments, adjustments or interpretations to this Protective Overlay shall be done in accordance with the Unified Zoning Code.
4. The Transfer of title of all or any portion of land included within the Protective Overlay (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
5. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
6. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

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.

ATTEST:

_____
Brandon J. Whipple, Mayor, City of Wichita

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law