AGENDA
CITY COUNCIL
Tuesday, June 21, 2022
9:00 AM

The regular meeting of the City Council will be held on June 21, 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 the regular meeting on June 14, 2022.

Proclamations:

Mentoring a Girl in Construction Work
World Refugee Day
Pride Month

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. Celeste Racette - City finances, not being transparent.

2. Harry Bayouth - Fireworks, intersections, and parks

II. CONSENT AGENDA ITEMS 1 THROUGH 14

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 dated June 20, 2022.

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

IV. PETITIONS FOR PUBLIC IMPROVEMENTS

1. Petitions for Public Improvements

   RECOMMENDED ACTION: Approve the new petitions and budgets, adopt the new resolutions, and authorize the necessary signatures.
   PFPI.docx
   Wichita Destination.pdf
   Resolution No. 22-280 016046.docx
   Resolution No. 22-281 015120.docx
   Cedar Dale Addn.pdf
   Resolution No. 22-282

V. UNFINISHED COUNCIL BUSINESS - NONE

VI. NEW COUNCIL BUSINESS

1. Public Hearing to Consider a Request for De-annexation of Land Owned by Air Capital Industrial Park, LLC; Generally Located on the South Side of West 61st Street North and Within One-Half Mile East of North Seneca Street. (District VI)

   RECOMMENDED ACTION: Conduct the hearing on the petition for de-annexation, make appropriate findings, and grant the petition.
   Agenda Report No. VI-1.docx
   Park City De-Annex Mapsheet.doc
   Park City De-Annex Vicinity Map.docx
   DeannexationAgreement ParkCity cc 05172022.docx
   Park City Deannex Public Hearing Notice.docx
   Ordinance 51-877

2. Public Hearing to Consider a Request for De-annexation of a Land Owned by

Meadow Lake Beach Corporation; Generally Located on the West Side of South Clifton Avenue, Within One-Quarter Mile North of East 55th Street North. (District III)

RECOMMENDED ACTION: Conduct the hearing on the petition for de-annexation, make appropriate findings, and grant the petition.
Agenda Report No. VI-2.docx
Oaklawn De-Annex Mapsheet.doc
Oaklawn DeannexPublic Hearing Notice.docx
Ordinance 51-878

3. Wichita Downtown Parking and Multimodal Plan.

RECOMMENDED ACTION: Approve the agreement with Walker Consultants and authorize the necessary signatures.
Agenda Report No. VI-3.docx
MB_Professional Service Contract #TBD.doc
City of Wichita Parking and Multimodal Plan Consensus Building and Adoption.pdf

4. PROPEL Small Business Loan Program Update

RECOMMENDED ACTION: Authorize the PROPEL program to be offered year-round with monthly application deadlines.
Agenda Report No. VI-4.docx

5. Engineering Design Services for Subdivision Improvements.

RECOMMENDED ACTION: Approve Option 2, place the ordinance on first reading and authorize the necessary signatures.
Agenda Report No. VI-5.docx
Ordinance Option 1
Ordinance Option 3
Ordinance Option 2
Option 2 Delineated
Option 3 Delineated

6. Restructure of Water Pumping and Production Division with Salary and Classification Ordinance Revisions.

RECOMMENDED ACTION: Place the ordinances on first reading, authorize the necessary signatures, and authorize staff to make technical adjustments to position titles to implement the ordinance and reorganization.
Agenda Report No. VI-6.docx
Ordinance 51-880 Exempt Salary Classification
Ordinance 51-881 Exempt Salary Ordinance
Ordinance 51-882 Non-Exempt Salary Classification
Ordinance 51-883 Non-Exempt Salary

7. Quarterly Financial Report for the Quarter Ended March 31, 2022.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended March 31, 2022.
Agenda Report No. VI-7.doc

8. Amendments to Sections 4.12.050, 4.16.060 and 4.16.154 of the Code of the City of Wichita Pertaining to Temporary Alcohol Permits.

RECOMMENDED ACTION: Place the proposed ordinance on first reading and authorize all necessary signatures.
Agenda Report No. VI-8.docx
Delineated Ordinance
Ordinance 51-884

9. Amendments to Title 11 of the Code of the City of Wichita Pertaining to Driving Offenses.

RECOMMENDED ACTION: Place the proposed ordinances on first reading and authorize all necessary signatures.
Agenda Report No. VI-9.docx
Ordinance 51-885 (License Plate Amendments)
Delineated Ordinance (License Plate Amendments)
Ordinance 51-886 (Transportation of Alcoholic Beverages)
Delineated Ordinance (Transportation of Alcoholic Beverages)
Ordinance 51-887 Traffic Regulations for Funeral Processions
11.37.070 Traffic regulations for funeral processions 6.2.2022 DEL.docx
Ordinance 51-888 Obedience to Police
11.16.050 obedience to police amendment 6.3.22 DELINEATED.docx

10. Amendments to Titles 1, 3 and 5 of the Code of the City of Wichita Pertaining to Criminal Offenses.

RECOMMENDED ACTION: Place the proposed ordinances on first reading and authorize all necessary signatures.
Agenda Report No. VI-10.docx
Ordinance 51-889 - Drugs.docx
5.26.005 Drugs - Definitions 6.10.2022 DEL.docx
Ordinance 51-890 - Criminal Deprivation of Property.docx
5.42.080 Criminal deprivation of property 6.10.2022 DEL.docx
Ordinance 51-891 - Deferred Judgement Program Definitions.docx
1.06.010 Amendments to Deferred Judgment Program Definitions 6.10.2022 DEL.docx
Ordinance 51-892 - Sexual Battery
5.68.220 - sex battery delineated.docx

Ordinance 51-893 - Failure to Exit, Disperse or Vacate Premises in a Timely Manner.docx
3.30.075 - Failure_to_exit__disperse_or_vacate_premises_in_a_timely_manner_prohibited - DEL 6.1.2022.docx
Ordinance 51-894 - Sodomy.docx
5.68.200 Repealed Sodomy - 6.14.2022.docx

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. PUD2022-00009: City Zone Change from NR Neighborhood Retail and LC Limited Commercial to PUD Planned Unit Development to Permit Live Entertainment in Addition the Existing Commercial Uses on Property located on the Southwest Corner of West Maple Street and South Meridian Avenue, 301 S. Meridian. (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). Alternatives: 1) Override the MAPC recommendation, accept the DAB recommendation, and approve the zone change with the modified provision as discussed in the agenda report (requires 5 of 7 votes or two-thirds); or 2) Override the MAPC recommendation, provide alternative findings, and deny the zone change (requires 5 of 7 votes or two-thirds); or 3)
   Return the case to MAPC for additional consideration (requires 4 of 7 votes)
   Agenda Report No. VII-1.docx
   PUD2022-00009 MAPC Staff Report-- City Council Attachement.docx
   PUD2022-00009 WCC Supporting Documents.docx
   PUD2022-00009 MAPC Minutes Excerpt.docx
   DAB report for MAPD on PUD2022-00009.pdf
   Ordinance 51-895

2. CUP2022-00017 with ZON2022-00025 – City Zone Change from SF-5 Single-Family Residential to GO General Office and an Amendment to CUP DP-18 to Permit Warehouse, Self-Storage on Parcel Located Within One-Quarter Mile North of West 21st Street North and Within One-Half Mile East of North Amidon Avenue. (District VI)

   RECOMMENDED ACTION: Adopt the findings of the MAPC and deny the requested zone change (requires four of seven votes). Alternatives: 1) Override the MAPC

recommendation, accept the DAB recommendation, provide alternative findings, and approve the zone change (requires 5 of 7 votes or two-thirds); or 2) Return the case to MAPC for additional consideration (requires 4 of 7 votes).
Agenda Report No. VII-2.docx
CUP2022-00017_ZON2022-00025 MAPC Staff Report -- City Council Attachment.docx
CUP2022-00017_ZON2022-00025 WCC Supporting Documents.docx
CUP2022-00017_ZON2022-00025 MAPC Minutes Excerpt.docx
2022-06-06 DAB CUP2022-000017 & ZON2022-00025 Memo.pdf
Ordinance 51-896

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 Housing Member, 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 - NONE

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA - NONE

XI. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

ATTACHMENT 1 - CONSENT AGENDA ITEMS 1 THROUGH 14

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 June 21, 2022.docx

2. Preliminary Estimates:

a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.
PE's CC 6-21-2022.pdf

3. Agreements/Contracts:

a. On-Call Architectural and Engineering Services.

RECOMMENDED ACTION: Approve the agreements and authorize the necessary signatures.
Agenda Report No. II-3a.docx
Alloy Architecture.pdf
Dubois Consultants Inc.pdf
GLMV.pdf
Hanney & Associates.pdf
LK Architecture.pdf
PEC.pdf
SJCF.pdf
SPT.pdf
Utility Helpnet.pdf

b. Reimbursement Agreement for Andover Road Widening Water Service Relocations. (District II)

RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.
Agenda Report No. II-3b.docx
Andover Wichita Agreement Waterlines-final.docx

Uncategorized Items:

4. Sedgwick County Paratransit Service Agreement.

RECOMMENDED ACTION: Approve service agreement and authorize necessary signatures.
Agenda Report No. II-4.doc
Paratransit Services Agreement.pdf

5. 2022 Drug Enforcement Agency High Intensity Drug Trafficking Area Task Force.

RECOMMENDED ACTION: Approve the 2022 HIDTA grant award, and Memorandum of Understanding, and authorize the necessary signatures.
Agenda Report No. II-5.doc
HIDTA 2022 MOU WPD.pdf

6. 2022 COPS Technology and Equipment Program Invitational Solicitation.

RECOMMENDED ACTION: Approve the 2022 COPS Technology and Equipment Program Invitational Solicitation and authorize the necessary signatures upon award.
Agenda Report No. II-6.doc

7. Amendment to Funding Agreement for Substance Abuse Center of Kansas; Homeless Case Management Services Program.

RECOMMENDED ACTION: Approve the amendment to the funding agreement providing for additional CDBG- CV and ESG-CV funding and extension of the term through May 31, 2023, and authorize the necessary signatures.
Agenda Report No. II-7.docx
SACK Contract Ext-Amend 6-21-2022.pdf

8. Second Reading Ordinances:

Second Reading Ordinances (First read June 14, 2022)

RECOMMENDED ACTION: Adopt the ordinances.
List of Second Reading Ordinances 06-21-2022.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.

9. ZON2022-00026: City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential for Duplex Development on Property located on the South Side of West Pawnee Avenue and One-Half Mile East of South 135th Street West. (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).

ZON2022-00026 WCC Supporting Documents.docx
ZON2022-00026 MAPC Minutes Excerpt.docx
DAB report for MAPD on ZON2022-00026.pdf
Agenda Report No. II-9.docx
Ordinance 51-897

10. SUB2022-00014 -- Plat of Hogan-Chism 2nd Addition Located 350 Feet West of North Arkansas Avenue, One-Quarter Mile North of West 29th Street North. (District VI)

RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.
Agenda Report No. II-10.docx
Supporting Documents.pdf

11. VAC2022-00010 – Request in the City to Vacate a Portion of a Platted Building Setback and the Plattor's Text of a Platted Reserve on SF-5 Single-Family Residential Zoned Property, Generally Located Approximately One-quarter Mile West of North Hoover Road on the North side of West 45th Street North. (District VI)

RECOMMENDED ACTION: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.
Agenda Report No. II-11.docx
VAC2022 10 -Vacation Order.docx
VAC2022 10 -MAPC Minutes Excerpt.docx
VAC2022 10 -Support Docs.docx

12. VAC2022-00011 – Request in the City to Vacate a Portion of a Platted Front Building Setback on SF-5 Single-Family Residential Zoned Property, Generally Located Approximately One-quarter Mile West of North Hoover Road on the North side of West 45th Street North. (District VI)

RECOMMENDED ACTION: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.
Agenda Report No. II-12.docx
VAC2022 11 -Vacation Order.docx
VAC2022 11 -MAPC Minutes Excerpt.docx
VAC2022 11 -Support Docs.docx

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

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.

13. Issuance of Airport Special Facilities Revenue Bonds, Garver, LLC. (District IV)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.
Agenda Report No. II-13.doc
Resolution 22-283

14. Rockwell Collins Inc - Use and Lease Agreement, Use and Lease Agreement - 1955 Midfield Road, Supplemental Agreement No. 9 - 1991 Airport Road, Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve agreements and authorize the necessary signatures.
Agenda Report No. II-14.docx
Collins 1955 Midfield Road Agreement final 06212022.pdf
Exhibit C - COLS-Wichita-BL-2R2 2nd Floor.pdf
Rockwell Collins Exhibit A.pdf
Exhibit B - 1955 MFR Exterior.pdf
Exhibit C - COLS-Wichita BL-1R2 1st Floor.pdf
Collins 1991 Airport Road SA 9.pdf

PETITIONS FOR PUBLIC IMPROVEMENTS

TO: Robert Layton, City Manager
DATE: June 21, 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 PETITIONS FOR PUBLIC IMPROVEMENTS – GARY JANZEN, CITY ENGINEER

Wichita Destination (south of 29th Street North, east of Greenwich Road) (District II). The projects will provide water and sewer improvements required for a new residential development.

NEW PETITIONS

Water Improvements:	**Budget**
448-2022-016046	$22,840

Sanitary Sewer Improvements:	**Budget**
468-2022-015120	$11,950

NEW PETITIONS

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

NEW PETITION

Stormwater Drain Improvements:	**Budget**
458-2022-085496	$240,000

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

Gary Janzen, P.E.
City Engineer

448-2022-016046

PETITION
(Water– Wichita Destination Lots 2A & 2B)

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

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of 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: **$22,840** 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 preparation of this Petition. 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:

WICHITA DESTINATION
Lots 2A & 2B

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

(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. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **May 10 , 2022**.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
	05/11/22	2620 N Greenwich Ct WDDMBB LLC 1707 N Waterfront Pkwy Wichita, KS

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THIS PETITION was filed in my office on 05/25/2022.

Deputy City Clerk

468-2022-015120

PETITION

(Sewer– Wichita Destination Lots 2A & 2B)

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

1. The undersigned, being either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of 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 sanitary sewer system, including necessary pipes, and structures 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: **$11,950** 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 preparation of this Petition. 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:

WICHITA DESTINATION
Lots 2A & 2B

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

(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. This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **May 10 , 2022**.

Signature	**Dated**	**Property Owned Within Proposed Improvement District**
	05/11/22	2620 N Greenwich Ct WDDMBB LLC 1707 N Waterfront Pkwy Wichita, KS

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THIS PETITION was filed in my office on 05/25/2022.

~~Deputy~~ City Clerk

132019

(Published in the ***Wichita Eagle***, on June 24, 2022)

RESOLUTION NO. 22-280

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 – WICHITA DESTINATION LOTS 2A & 2B) (448-2022-016046).

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 **either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of 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: **$22,840.00,** 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:

WICHITA DESTINATION
Lots 2A & 2B

(d) The proposed method of assessment is: **equally per front 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 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 June 21, 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 June 24, 2022)

RESOLUTION NO. 22-281

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 (SEWER – WICHITA DESTINATION LOTS 2A & 2B) (468-2022-015120).

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 **either a majority of the resident owners of record of the property, a majority of the resident owners of record of more than one-half of the area, and/or a majority of 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 sanitary sewer system, including necessary pipes, and structures to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is: **$11,950.00,** 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:

WICHITA DESTINATION
Lots 2A & 2B

(d) The proposed method of assessment is: **equally per front 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 June 21, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Revising #

SWD# 488

PETITION 458-2022-085496

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: $240,000, 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.	5/17/2022	**Lots 1-25, Block A, Cedar Dale Addition**

****

THIS PETITION was filed in my office on 06/13/2022.

~~Deputy~~ City Clerk

132019

(Published in the ***Wichita Eagle***, on June 24, 2022)

RESOLUTION NO. 22-282

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, 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. 22-071** of the City (the "Prior Resolution") authorized certain internal improvements; and

WHEREAS, **the estimated or probable cost of the proposed improvements 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"):

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: **$240,000.00,** 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:

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 or per the terms of a respread agreement submitted to the City of Wichita.

(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 June 21, 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. VI-1

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Public Hearing to Consider a Request for De-annexation of Land Owned by Air Capital Industrial Park, LLC; Generally Located on the South Side of West 61st Street North and Within One-Half Mile East of North Seneca Street (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Conduct a hearing on petition for de-annexation and make findings to grant the petition.

Background: A petition has been filed by the owners of a 21.35-acre property located on the south side of West 61st Street North and within one-half mile east of North Seneca Street to de-annex the property from the City of Wichita. The property is zoned LI Limited Industrial.

On May 17, 2022, the Wichita City Council approved the attached agreement with the City of Park City regarding this de-annexation request. The agreement outlines that the subject property is surrounded by the City of Park City on the north, east, and south sides; the City of Wichita does not provide municipal services in a way that would support the intended development; and the City of Park City consents to annexation. The agreement specifies that upon successful de-annexation and annexation procedures, the City of Park City will pay to the City of Wichita 20 percent of the ad valorem taxes levied and collected against the subject property on an annual basis through the year 2047.

Municipal Services: The City of Wichita currently has waterlines within one-quarter mile, on the west side of the railroad from the subject site. The nearest sewer line is approximately one and one-quarter mile to the west or approximately two miles to the south. The cost and feasibility of providing sewer service to this area is not practical and would involve significant infrastructure costs to construct a lift station and force main. This type of infrastructure is typically designed and installed to serve a larger area. The presence of the railroad would likely increase the cost of installing such infrastructure.

Analysis: State law provides that upon receipt of a petition for de-annexation, a notice must be published in the official City paper at least 20 days prior to the public hearing. Notice of this petition and of this hearing were published in the Wichita Eagle. The governing body must consider whether any private rights will be injured or endangered by the de-annexation and whether the public will suffer any loss or inconvenience if the de-annexation is granted. The governing body has full discretion to consider the matters.

Financial Considerations: If de-annexation is granted, the property will no longer be responsible for paying the City of Wichita mill levy as part of the ad valorem taxes collected against the property. The current approximate appraised value of the land, according to County records, is $4,980 with a total assessed value of $1,494. Using the current City levy this property currently yields approximately $49 in City annual property tax revenue. Upon de-annexation, the City will continue to receive 20 percent of the ad valorem taxes through 2047. The land is currently undeveloped and in its present state, it will yield approximately $9.80 annually in ad valorem taxes. The property owner intends to develop the land which will significantly increase its value, which will increase the portion of ad valorem taxes the City will receive.

Based on recent infrastructure projects, the Public Works & Utilities Department has estimated the cost of installing a lift station to serve this site at $1 million, but that cost could increase due to the presence of the railroad and the length that a force main would have to run in order to connect to a gravity system. In addition, extending the water line to the site was estimated to be $200,000. Given the estimated cost, and existence of natural barriers, it is not deemed practical to provide Wichita municipal services to this area.

Upon de-annexation, the City will no longer be responsible for police and fire protection for this site.

Legal Considerations: The property is eligible for de-annexation under K.S.A. 12-504, *et seq*. The de-annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council conduct the public hearing on the petition for de-annexation, make appropriate findings, and grant the petition.

Attachments:

1. De-annexation Detail Map Sheet
2. De-annexation Vicinity Map
3. De-annexation Agreement
4. Publication Notice
5. De-annexation Ordinance

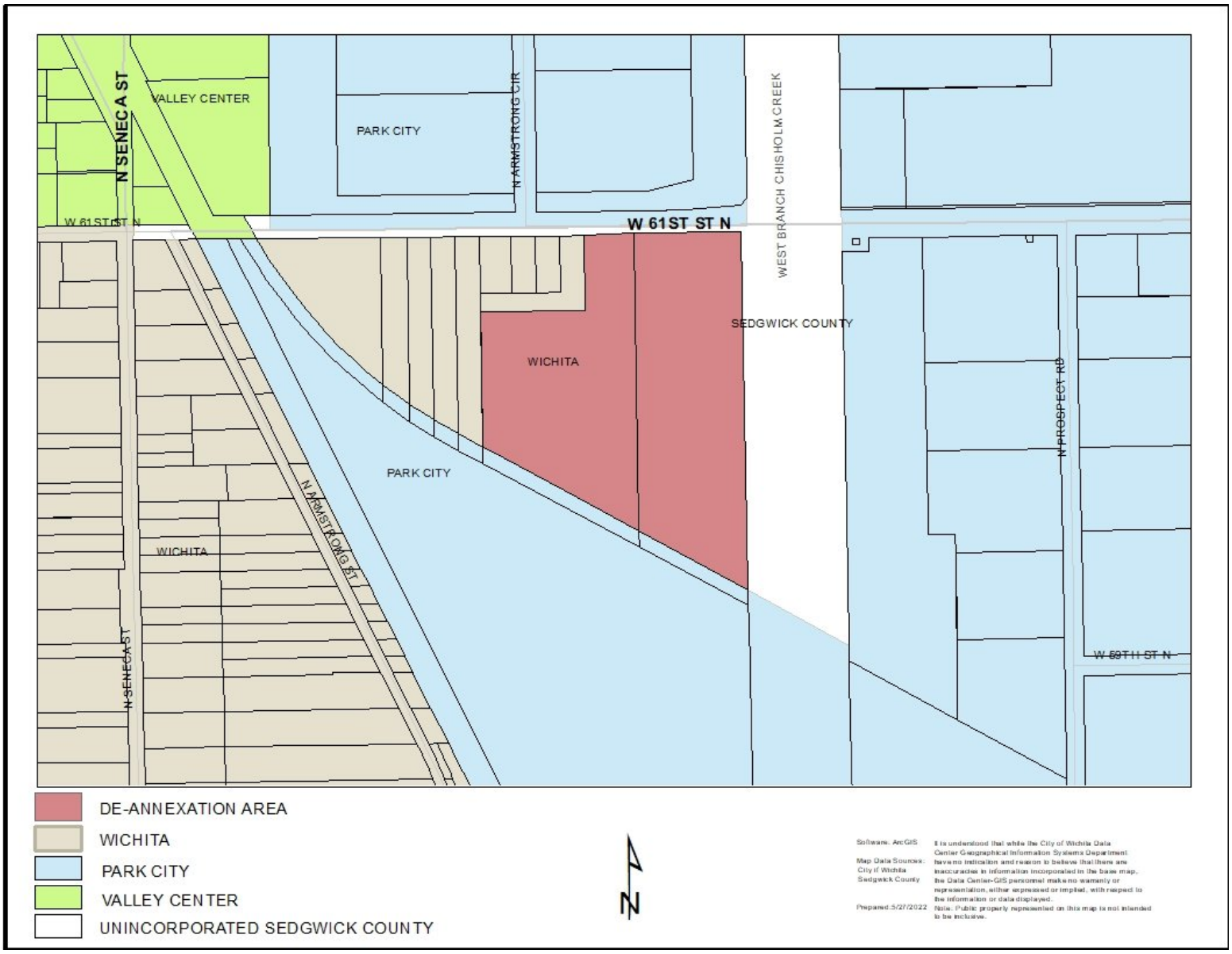
Planning Agenda **Item:** De-annex 2022-01 Attachment No. 1

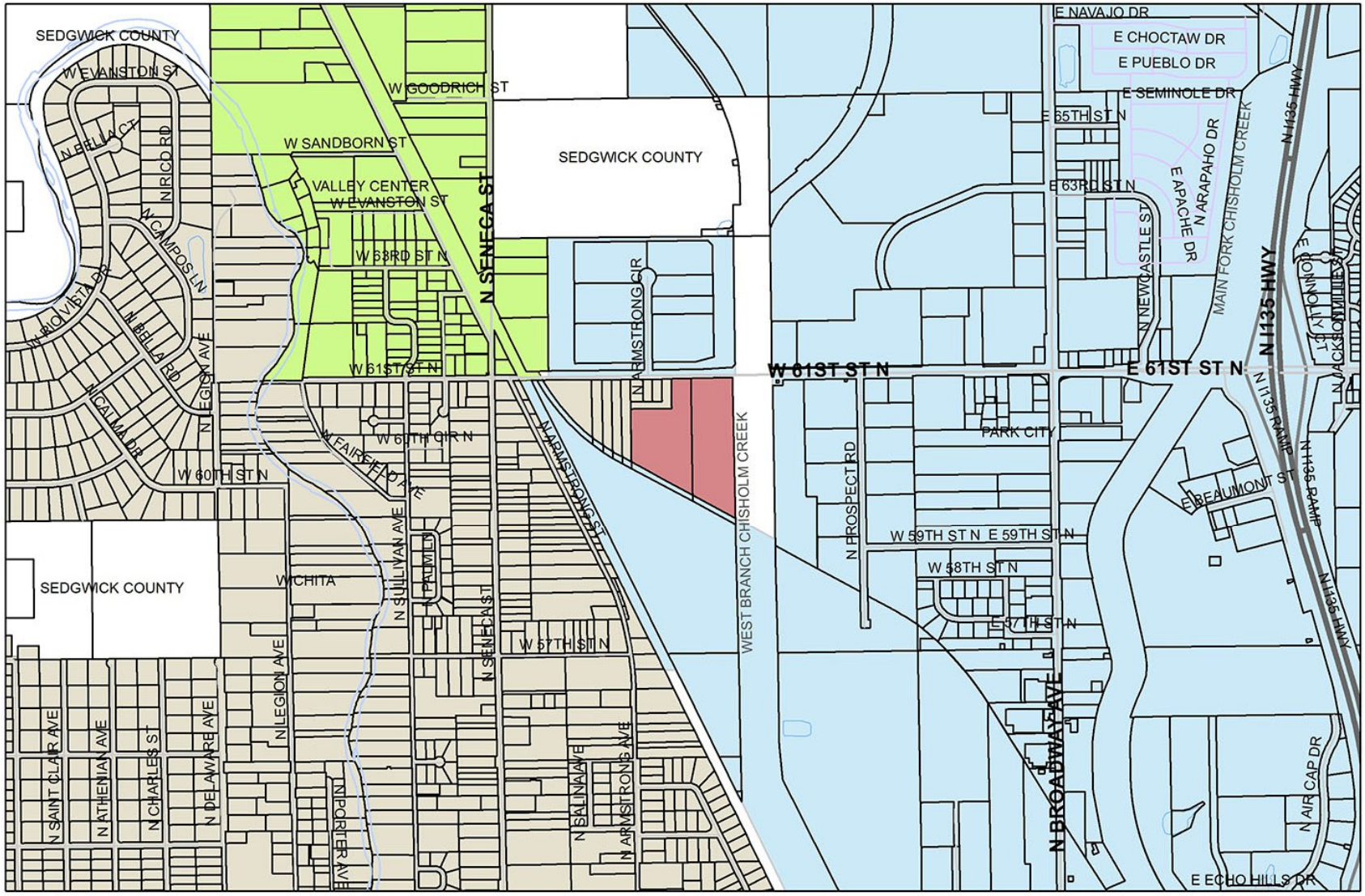
An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: On the south side of West 61st Street North, within one-half mile east of North Seneca Street.

Address:		**Reason(s) for Annexation:**	
21.3588	Area in Acres		Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units	X	Other: De-Annexation

Existing zoning:	LI Limited Industrial





Software: ArcGIS

Map Data Sources:
City if Wichita
Sedgwick County

Prepared:5/27/2022

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.
Note: Public property represented on this map is not intended to be inclusive.

AGREEMENT

THIS AGREEMENT, dated the ____ day of _____, 2022 by and between the City of Park City, Kansas (hereinafter referred to as "Park City") and the City of Wichita, Kansas (hereinafter referred to as "Wichita").

WITNESSETH:

WHEREAS, certain real property legally described as set forth in Exhibit "A" (hereinafter referred to as "the Property") which is incorporated herein is located within the corporate limits of Wichita; and

WHEREAS, the Property is totally surrounded by the corporate limits of Park City; and

WHEREAS, owner of the Property wishes to develop the Property and Wichita is unable and unwilling to extend its municipal services to the Property in a way that would support such development; and

WHEREAS, the owner of the Property desires that Wichita de-annex the Property and that Park City annex the Property;

WHEREAS, Upon de-annexation of the Property by Wichita, Park City is ready, willing and able to annex the Property and to extend its municipal services to the Property.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Wichita will immediately initiate steps to de-annex the Property.

2. Upon the successful completion of such de-annexation, Park City will immediately initiate steps to annex the Property.

3. Upon completion of the de-annexation and annexation set out in paragraphs 1 and 2 above, Park City will pay to Wichita, on a yearly basis beginning in 2023 and continuing through 2047, 20% of the ad valorem taxes levied against the Property and collected and received by Park City. Such payment shall be due for each calendar year this agreement remains in force upon issuance of an invoice by Wichita, which shall be based on the prior year's ad valorem taxes levied and received by Park City and which shall be issued no later than July 31 of each year.

4. It is the intent of the parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) or the Kansas Budget Law (K.S.A. 79-2925). Therefore, the parties obligations herein are subject to applicable limitations and restrictions of the Kansas Cash Basis Law and the Kansas Budget Law and are to be

construed in a manner that assures that the parties are at all times not in violation of either such law.

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

THE CITY OF PARK CITY

_____

John Lehnherr, Mayor

ATTEST:

_____

Marlo Rugg, City Clerk

THE CITY OF WICHITA

_____

Brandon J. Whipple, Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

Eastern Parcel - The west 399.75 feet of the east 769.76 feet of the NW 1/4 lying NE of the SL & SF Railroad ROW except the north 30 feet for a road in Section 17-26-1E, Sedgwick County, Kansas.

Western Parcel - Beginning 1322.25 feet east of the NW corner of the NW 1/4; then east to the NE corner, then south to the north line of the SL & SF Railroad; thence NW along the north line of the railroad ROW to a point south of the beginning, thence north to the beginning except the west 300 feet of the north 242 feet thereof and except the east 769.76 feet and except the commencing at the NW corner of the NW 1/4, thence east 1622.1 feet to the point of beginning, thence east 90 feet, thence south 311.78 feet, thence west 390 feet, thence north 70 feet, thence east 300 feet, thence north 241.73 feet to beginning and except the north 30 feet for a road row in Section 17-26-1E, Sedgwick County, Kansas.

OCA 150004
PUBLISHED IN THE WICHITA EAGLE ON MAY 27, 2022
(One Time Only)

NOTICE OF HEARING ON PETITION FOR
DE-ANNEXATION OF LAND FROM THE CITY LIMITS
OF THE CITY OF WICHITA, KANSAS

You are hereby notified that a Petition has been filed with the City Clerk for the City of Wichita, Kansas, by the owners of property seeking de-annexation of their property from the city limits of the City of Wichita.

The legal description of said property is as follows: the west 399.75 feet of the east 769.76 feet of the NW 1/4 lying NE of the SL & SF Railroad ROW except the north 30 feet for a road in Section 17-26-1E, Sedgwick County, Kansas. TOGETHER WITH, Beginning 1322.25 feet east of the NW corner of the NW 1/4; then east to the NE corner, then south to the north line of the SL & SF Railroad; thence NW along the north line of the railroad ROW to a point south of the beginning, thence north to the beginning except the west 300 feet of the north 242 feet thereof and except the east 769.76 feet and except the commencing at the NW corner of the NW 1/4, thence east 1622.1 feet to the point of beginning, thence east 90 feet, thence south 311.78 feet, thence west 390 feet, thence north 70 feet, thence east 300 feet, thence north 241.73 feet to beginning and except the north 30 feet for a road row in Section 17-26-1E, Sedgwick County, Kansas.

This petition will be presented to the governing body of the City of Wichita, Kansas, and a public at a public hearing held at 9:00 a.m. on the 21st day of June, 2022, in the City Council Chambers of City Hall, 455 North Main Street, Wichita, Kansas. All persons interested in said petition can appear and be heard at that date and time.

Karen Sublett
City Clerk, City of Wichita, Kansas.

(150004) PUBLISHED IN THE WICHITA EAGLE ON July 1, 2022

ORDINANCE NO. 51-877

AN ORDINANCE EXCLUDING CERTAIN PARCELS, PIECES AND TRACTS OF LAND FROM THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA.

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

SECTION 1. The owner of the parcels listed below, City of Wichita, petitioned the Wichita City Council to deannex the property from the corporate limits of the City of Wichita.

SECTION 2. Pursuant to K.S.A. 12-504, et seq., proper public notice has been given on a public hearing held regarding the advisability of deannexing said property.

SECTION 3. Pursuant to the guidelines of K.S.A. 12-505, the City Council finds and determines that the properties with the following legal descriptions, owned by Air Capitol Industrial Park, LLC,, shall be excluded from within the boundaries of the City of Wichita:

The west 399.75 feet of the east 769.76 feet of the NW 1/4 lying NE of the SL & SF Railroad ROW except the north 30 feet for a road in Section 17-26-1E, Sedgwick County, Kansas.
TOGETHER WITH
Beginning 1322.25 feet east of the NW corner of the NW 1/4; then east to the NE corner, then south to the north line of the SL & SF Railroad; thence NW along the north line of the railroad ROW to a point south of the beginning, thence north to the beginning except the west 300 feet of the north 242 feet thereof and except the east 769.76 feet and except the commencing at the NW corner of the NW 1/4, thence east 1622.1 feet to the point of beginning, thence east 90 feet, thence south 311.78 feet, thence west 390 feet, thence north 70 feet, thence east 300 feet, thence north 241.73 feet to beginning and except the north 30 feet for a road row in Section 17-26-1E, Sedgwick County, Kansas.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____
Brandon Whipple, Mayor, City of Wichita

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

Agenda Item No. VI-2

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Public Hearing to Consider a Request for De-annexation of a Land Owned by Meadow Lake Beach Corporation; Generally Located on the West Side of South Clifton Avenue, Within One-Quarter Mile North of East 55th Street North (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Conduct a hearing on petition for de-annexation and make findings and grant the petition for de-annexation.

Background:

- In November 2006, Annexation A06-21 (Ordinance No 47-294) was approved by the City of Wichita.
- The annexation consisted of 132 acres of land zoned SF-20 Single-Family Residential located on the west side of South Clifton Avenue to the north and south of East 55th Street South.
- Upon annexation, the land converted to SF-5 Single-Family Residential zoning.
- The subject site for de-annexation consists of 5.43 acres on the north end of the original annexation request.
- In 2007, the Meadowlake Beach Addition was recorded with the Sedgwick County Register of Deeds, platting land in both areas of annexation.
- In June 2016, the 18th Judicial District Court ruled that land abutting to the north of the subject property was wrongly annexed into the City of Wichita because it is within the Oaklawn Improvement District. This violates K.S.A.12-520(c), which prohibits a city from annexing property within an improvement district. The court ruled that the annexation of the area within the Oaklawn Improvement District was null and void, was to be removed from the city limits of Wichita and would remain in the Oaklawn Improvement District.
- In 2021, an agreement was reached among the City of Wichita, Sedgwick County, and the Oaklawn Improvement District that the subject area should be included in the Oaklawn Service area for sanitary sewer. The Oaklawn Improvement District provides sanitary sewer for development with the District and water service is provided by the City of Wichita based on an agreement between the City and Oaklawn.
- In 2021, the property owner submitted a revised plat that includes the area north of the annexation line in addition to the subject de-annexation site. Land south of the subject de-annexation area is already served by sanitary sewer and water services provided by the City of Wichita.

Analysis: State law provides that upon receipt of a petition for de-annexation, a notice must be published in the official City paper at least 20 days prior to the public hearing. Notice of this petition and of this hearing were published in the Wichita Eagle. The governing body must consider whether any private rights will be injured or endangered by the de-annexation and whether the public will suffer any loss or inconvenience if the de-annexation is granted. The governing body has full discretion to consider the matters.

As seen on the attached map sheet, the boundary of the nullified annexation divides platted lots within the Meadowlake Beach Addition at the annexation boundary line. The annexation of land north of this line was nullified in 2016. Upon de-annexation, the zoning will remain SF-5 Single-Family Residential. Since this

de-annexation is being requested and not court-ordered nullification, the zoning does not revert to SF-20 Single-Family Residential.

Financial Considerations: If de-annexation is granted, the property will no longer be responsible for paying the City of Wichita mill levy as part of the ad valorem taxes collected against the property. The current approximate appraised value of the land, according to County records, is $410 with a total assessed value of $123. Using the current City levy ($32.758/$1000 x assessed valuation), this property currently yields approximately $4 in City annual property tax revenue.

Upon de-annexation, the City is no longer responsible for police protection on-site. Fire protection is provided under a joint agreement between Wichita and Sedgwick County.

Legal Considerations: The property is eligible for de-annexation under K.S.A. 12-504, *et seq*. The de-annexation ordinance has been reviewed by the Law Department and approved as to form.

Recommendations/Actions: It is recommended that the City Council conduct the public hearing on the petition for de-annexation, make appropriate findings, and either grant or deny the petition.

Attachments:

1. Map Sheet
2. Publication Notice
3. De-annexation Ordinance

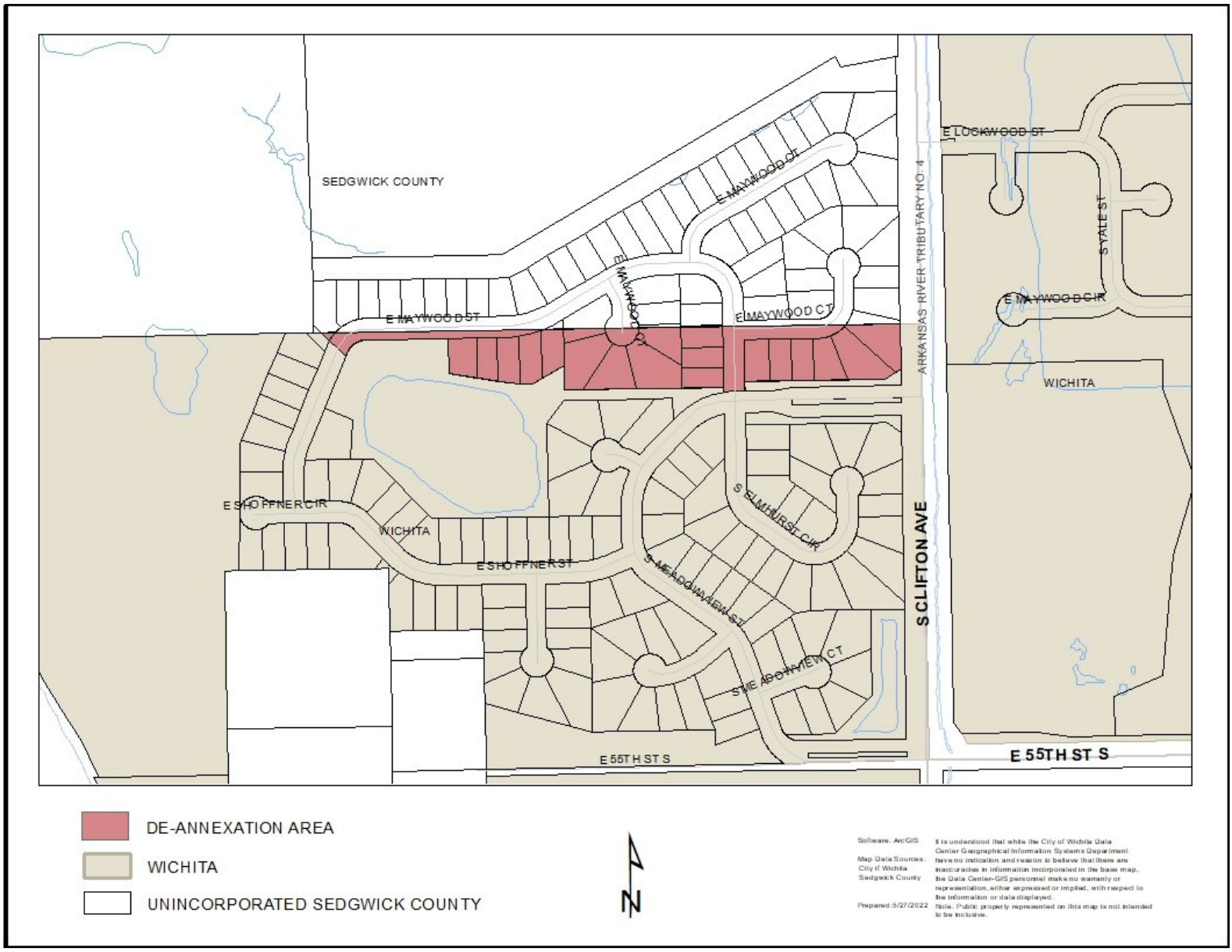
Planning Agenda **Item:** De-annex 2022-02 Attachment No. 1

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: On the west side of South Clifton Avenue, within one-quarter mile north of East 55th Street South

Address:		**Reason(s) for Annexation:**	
5.43	Area in Acres		Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units	X	Other: De-Annexation

Existing zoning:	SF-5 Single-Family Residential



OCA 150004
PUBLISHED IN THE WICHITA EAGLE ON_____
(One Time Only)

NOTICE OF HEARING ON PETITION FOR
DE-ANNEXATION OF LAND FROM THE CITY LIMITS
OF THE CITY OF WICHITA, KANSAS

You are hereby notified that a Petition has been filed with the City Clerk for the City of Wichita, Kansas, by the owners of property seeking de-annexation of their property from the city limits of the City of Wichita.

The legal description of said property is as follows: All of Lots 1, 2, 3, 4 and 5, Block A, TOGETHER with all of Lots 22, 23, 30, 31, 32, 35, 36, 37 and 38, Block B, all as platted and dedicated in Meadowlake Beach Addition, Wichita, Sedgwick County, Kansas; TOGETHER with a portion of Lot 6 and Lot 53 in said Block A, TOGETHER with a potion of Lots 24, 29, 33 and 34 in said Block B, TOGETHER with a portion Maywood lying within said Block B, and a portion of Maywood Court lying within said Block A, and a portion of Maywood Court lying within Block B, more particularly described as commencing at the northeast corner of Reserve "G" in said Meadowlake Beach Addition; thence S00°00'06"E coincident with the east line of said Meadowlake Beach Addition and the West Road Right-of-way line of Clifton Street, 803.18 feet to a point 11.11 feet south of the northeast corner of Lot 6 in said Block A and for a point of beginning; thence continue S00°00'06"E coincident with the east line of Lot 6 in said Block A, 133.95 feet to the eastern most southeast corner of Lot 6 in said Block A; thence S56°42'07"W coincident with the south line of Lots 5 and 6 in said Block A, 54.90 feet to a deflection point in the south line of Lot 5 in said Block A; thence S89°49'39"W coincident with the south line of Lots 5, 4, 3, 2 and 1, 420.00 feet to the southwest corner of Lot 1 in said Block A; thence S00°10'21"E coincident with the west line of Reserve "C" in said Meadowlake Beach Addition, 30.00 feet to the southwest corner of said Reserve "C"; thence S89°49'39"W coincident with the west extension of the south line of said Reserve "C", 32.00 feet Point of Curvature (PC) of a curve to the left; thence southwesterly coincident with said curve to the left an arc length of 32.09 feet, a radius of 246.04 feet, a chord length of 32.07 feet and a chord bearing of S86°05'28"W to a point in that intersects the south line of Reserve "F" in said Meadowlake Beach Addition and the west line of Maywood; thence N00°10'21"W coincident with the east line of said Reserve "F", 15.00 feet to the southeast corner of Lot 22 in said Block B; thence S89°49'39"W coincident with the south line of Lots 22, 30, 31 and 32 in said Block B, 475.00 feet to the southwest corner of Lot 32 in said Block B; thence N00°10'21"W coincident with the west line of Lot 32 in said Block B, 74.64 feet to the southeast corner of Lot 34 in said Block B; thence S59°59'37"W coincident with the south line of Lots 34 and 35 in said Block B, 107.23 feet to a deflection point in the south line of Lot 35 in said block B; thence N87°54'06"W coincident with the south line of Lots 35 and 36 in said Block B, 70.06 feet to a deflection point in the south line of Lot 36 in said Block B; thence N80°32'46"W coincident with the south line of Lots 36, 37 and 38 in said Block B, 184.58 feet to the southwest corner of Lot 38 in said Block B; thence N00°10'21"W coincident with the west line of Lot 38 in said Block B, 107.12 feet to the northwest corner of Lot 38 in said Block B and to a point in the south road right of way line of Maywood and the north line of Reserve "F" as platted in said Meadowlake Beach Addition; thence S89°59'54"W coincident with the south road right of way line of Maywood and the north line of said Reserve "F", 240.85 feet to the Point of Curvature (PC) of a curve to the left; thence southwesterly coincident with the south road right of way of Maywood and with the north line of said Reserve "F", along a curve to the left an arc length of 79.59 feet a radius of 68.00 feet a chord length of 75.12 feet and a chord bearing of S56°28'03"W to the Point of Tangency (PT) of said Curve; thence S22°56'12"W coincident with the east road right of way of Maywood

and the northwesterly line of said Reserve “F”, 8.79 feet to the southeasterly extension of the southwest line of Lot 53 in said Block A; thence N44°54’27”W coincident with the southeasterly extension of the southwest line of Lot 53 in said Block A, 103.03 feet to a point 35.09 feet northwest of the southeast corner of Lot 53 in said Block A; thence S89°59’20”E, 1729.94 feet to the point of beginning.

This petition will be presented to the governing body of the City of Wichita, Kansas, and a public at a public hearing held at 9:00 a.m. on the 21st day of June, 2022, in the City Council Chambers of City Hall, 455 North Main Street, Wichita, Kansas. All persons interested in said petition can appear and be heard at that date and time.

Karen Sublett
City Clerk, City of Wichita, Kansas.

(150004) PUBLISHED IN THE WICHITA EAGLE ON July 1, 2022

ORDINANCE NO. 51-878

AN ORDINANCE EXCLUDING CERTAIN PARCELS, PIECES AND TRACTS OF LAND FROM THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA.

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

SECTION 1. The owner of the parcels listed below, City of Wichita, petitioned the Wichita City Council to deannex the property from the corporate limits of the City of Wichita.

SECTION 2. Pursuant to K.S.A. 12-504, et seq., proper public notice has been given on a public hearing held regarding the advisability of deannexing said property.

SECTION 3. Pursuant to the guidelines of K.S.A. 12-505, the City Council finds and determines that the properties with the following legal descriptions, owned by Meadow Lake Beech Corporation, shall be excluded from within the boundaries of the City of Wichita:

All of Lots 1, 2, 3, 4 and 5, Block A, TOGETHER with all of Lots 22, 23, 30, 31, 32, 35, 36, 37 and 38, Block B, all as platted and dedicated in Meadowlake Beach Addition, Wichita, Sedgwick County, Kansas; TOGETHER with a portion of Lot 6 and Lot 53 in said Block A, TOGETHER with a potion of Lots 24, 29, 33 and 34 in said Block B, TOGETHER with a portion Maywood lying within said Block B, and a portion of Maywood Court lying within said Block A, and a portion of Maywood Court lying within Block B, more particularly described as commencing at the northeast corner of Reserve "G" in said Meadowlake Beach Addition; thence S00°00'06"E coincident with the east line of said Meadowlake Beach Addition and the West Road Right-of-way line of Clifton Street, 803.18 feet to a point 11.11 feet south of the northeast corner of Lot 6 in said Block A and for a point of beginning; thence continue S00°00'06"E coincident with the east line of Lot 6 in said Block A, 133.95 feet to the eastern most southeast corner of Lot 6 in said Block A; thence S56°42'07"W coincident with the south line of Lots 5 and 6 in said Block A, 54.90 feet to a deflection point in the south line of Lot 5 in said Block A; thence S89°49'39"W coincident with the south line of Lots 5, 4, 3, 2 and 1, 420.00 feet to the southwest corner of Lot 1 in said Block A; thence S00°10'21"E coincident with the west line of Reserve "C" in said Meadowlake Beach Addition, 30.00 feet to the southwest corner of said Reserve "C"; thence S89°49'39"W coincident with the west extension of the south line of said Reserve "C", 32.00 feet Point of Curvature (PC) of a curve to the left; thence southwesterly coincident with said curve to the left an arc length of 32.09 feet, a radius of 246.04 feet, a chord length of 32.07 feet and a chord bearing of S86°05'28"W to a point in that intersects the south line of Reserve "F" in said Meadowlake Beach Addition and the west line of Maywood; thence N00°10'21"W coincident with the east line of said Reserve "F", 15.00 feet to the southeast corner of Lot 22 in said Block B; thence S89°49'39"W coincident with the south line of Lots 22, 30, 31 and 32 in said Block B, 475.00 feet to the

southwest corner of Lot 32 in said Block B; thence N00°10’21”W coincident with the west line of Lot 32 in said Block B, 74.64 feet to the southeast corner of Lot 34 in said Block B; thence S59°59’37”W coincident with the south line of Lots 34 and 35 in said Block B, 107.23 feet to a deflection point in the south line of Lot 35 in said block B; thence N87°54’06”W coincident with the south line of Lots 35 and 36 in said Block B, 70.06 feet to a deflection point in the south line of Lot 36 in said Block B; thence N80°32’46”W coincident with the south line of Lots 36, 37 and 38 in said Block B, 184.58 feet to the southwest corner of Lot 38 in said Block B; thence N00°10’21”W coincident with the west line of Lot 38 in said Block B, 107.12 feet to the northwest corner of Lot 38 in said Block B and to a point in the south road right of way line of Maywood and the north line of Reserve “F” as platted in said Meadowlake Beach Addition; thence S89°59’54”W coincident with the south road right of way line of Maywood and the north line of said Reserve “F”, 240.85 feet to the Point of Curvature (PC) of a curve to the left; thence southwesterly coincident with the south road right of way of Maywood and with the north line of said Reserve “F”, along a curve to the left an arc length of 79.59 feet a radius of 68.00 feet a chord length of 75.12 feet and a chord bearing of S56°28’03”W to the Point of Tangency (PT) of said Curve; thence S22°56’12”W coincident with the east road right of way of Maywood and the northwesterly line of said Reserve “F”, 8.79 feet to the southeasterly extension of the southwest line of Lot 53 in said Block A; thence N44°54’27”W coincident with the southeasterly extension of the southwest line of Lot 53 in said Block A, 103.03 feet to a point 35.09 feet northwest of the southeast corner of Lot 53 in said Block A; thence S89°59’20”E, 1729.94 feet to the point of beginning.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____
Brandon Whipple, Mayor, City of Wichita

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Wichita Downtown Parking and Multimodal Plan

INITIATED BY: Department of Transportation

AGENDA: New Business

Recommendation: Approve an agreement with Walker Consultants to provide professional services.

Background: On November 14, 2017, the City Council approved a grant agreement with Wichita Area Metropolitan Planning Organization (WAMPO) to develop the Downtown Parking and Multimodal Plan (Plan). A total of $300,000 was programmed through the Transportation Improvement Program, of which $60,000 was local matching funds. A Request for Proposals was issued to procure a consultant for this effort. The contract was awarded to Walker Consulting and issued on May 8, 2018.

Over the next 18 months, much work was achieved, including the development of specific management and operational strategies to meet goals developed through public input. Funding was exhausted in spring 2020, and the planning was halted as the pandemic began. The final phase of work remains to be completed. The passage of two years resulted in turnover in staff, steering committee members, DAB members and City Council members, meaning project completion requires some effort by Walker Consultants.

Analysis: The proposed agreement provides for Walker Consultants' return to facilitate an adoption process for the Plan. Through education and consensus-building stakeholder engagement, the Plan will be completed for the City Council for consideration. Stakeholder groups engaged with this process include:

- Downtown Streets and Parking Steering Committee (recently appointed)
- Technical Advisory Committee (staff)
- MAPC Advance Plans Committee
- Wichita Bicycle and Pedestrian Advisory Board
- Wichita Transit Advisory Board
- Downtown Wichita Development Corporation
- District Advisory Boards I and VI

This path forward has been approved by a Technical Advisory Committee and included in the project charter.

Financial Considerations: The professional services agreement with Walker Consultants for $69,440 will be paid from the Parking Fund.

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

Recommendations/Actions: It is recommended the City Council approve the agreement with Walker Consultants and authorize the necessary signatures.

Attachments: Professional Services Agreement with Exhibit A: Scope of Services

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made between the City of Wichita, Kansas (hereinafter referred to as the City) and Walker Consultants, (hereinafter referred to as the Contractor) on the 21st day of June, 2022

WHEREAS, the City desires to employ the services of the Contractor to perform an education and consensus-building stakeholder engagement for the City of Wichita; and

WHEREAS the City must use Walker Consultants as a sole source of supply as determined by the City Purchasing procedures, per section 2.64.030(b) of the purchasing manual, and

WHEREAS, the Contractor is desirous and capable of providing the services required.

NOW, THEREFORE, the parties agree as follows:

I. ***Term***. The work under this Agreement shall commence on or before June 21, 2022. The time period during which services may be required will end on or before December 31, 2023.

II. ***Services to be Performed by the Contractor***. The Contractor shall perform the services described in the attached Scope of Services (Exhibit A) except as hereafter amended by the agreement of the parties.

III. ***Billing and Payment.*** The services rendered by the Contractor pursuant to this Agreement shall be compensated on the basis of the task, not to exceed a total amount of $69,440. Incremental payments for services actually provided shall be remitted upon receipt of an invoice not more frequently than monthly.

IV. ***Incorporation***. The attached exhibit A is made a part of this Agreement by reference.

VII. ***Termination by the City.*** If for any cause, the Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner as required by this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination, effective thirty (30) days following receipt of same, provided, however, that the Contractor shall be provided a reasonable time within which to remedy such deficiencies. The Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to the effective date of such termination.

VIII. ***Termination by the Contractor.*** The Contractor may terminate this Agreement at any time for failure of the City to comply with any material terms or conditions of this Agreement, effective thirty (30) days following receipt, provided, however, that the City shall be provided a reasonable time within which to remedy such deficiencies.

IX. ***Governing Law.*** The laws of the State of Kansas shall govern the validity, construction, interpretation, and effect of this Agreement without regard to its choice of law provisions, and venue shall lie in the district courts located in Sedgwick County, KS.

X. ***Waivers.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law.

XI. ***Representatives of Contracting Parties.*** The following designated parties shall represent the parties to this Agreement for notification and communication as may be required:

(a) Representing the City:

Tia Raamot, Transportation Planner
Department of Transportation
777 E Waterman
Wichita, Kansas 67202
316-352-4855

(b) Representing the Contractor:

Mallory A. Baker, Project Manager
Walker Consulting
10375 Park Meadows Drive Suite 425
Lone Tree, CO 80124
720-458-1629

XII. ***Insurance and Indemnification.***

A. Contractor will carry occurrence insurance coverage during the term of this Contract and any extensions thereof in the amounts and manner provided as follows:

1. <u>Commercial General Liability</u>

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

Bodily Injury Liability	$1,000,000 Each Occurrence $1,000,000 Annual Aggregate
Property Damage Liability	$1,000,000 Each Occurrence $1,000,000 Annual Aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 Each Occurrence $1,000,000 Annual Aggregate

2. Comprehensive Automobile Liability
All Owned, Non-Owned and Hired vehicles with minimum limits are as follows:

Bodily Injury Liability	$1,000,000 Each Occurrence
Property Damage Liability	$1,000,000 Each Occurrence

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 Each Occurrence

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability — $1,000,000 Each Accident
$1,000,000 Occupational Disease
$1,000,000 Annual Aggregate

5. Professional Liability (Claims made basis) — $1,000,000 Each Claim
$1,000,000 Annual Aggregate

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured on the CGL and Auto Liability policies. The policy shall also provide coverage for the contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

The Certificate of Insurance must be submitted **within ten (10) days** after notification of award to the City of Wichita Purchasing Manager, City Hall, 12th Floor, 455 North Main, Wichita, Kansas, 67202-1694.

B. Contractor shall save and hold the City harmless against all suits, claims, damages, and losses for injuries to persons or property arising from or caused by errors, omissions, or negligent acts of Contractor, its officers, agents, servants, or employees, occurring in the performance of its services under this Agreement.

XVIII. ***Prohibition against Assignment and delegation.*** Notwithstanding any other provision of this Agreement, the Contractor warrants that it shall not transfer, pledge, or otherwise assign this Agreement, or any interest therein, or any claim arising thereunder, to any party or parties, bank, trust, company, or other financing institution. None of the Contractor's duties under this Agreement may be delegated to or sub-contracted to any persons other than those described in the successful proposal without the express written permission of the City.

XIV. ***Third-Party Rights.*** It is specifically agreed between the parties that it is not intended by any of the provisions of this Agreement to create in 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.

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

The City of Wichita, KS

_____
Dr. Brandon Whipple
Mayor

Walker Consultants

_____
Title (President or Corporate Officer)

Approved as to form:

_____
Jennifer Magana
Director of Law and City Attorney

ATTEST:

_____
Karen Sublett
City Clerk

10375 Park Meadows Drive, Suite 425
Lone Tree, CO 80124

303.694.6622
walkerconsultants.com

May 10, 2022

Ms. Tia Raamot
Transportation Planner, Wichita Transit
City of Wichita
777 E Waterman
Wichita, Kansas 67202
Via E-mail: TRaamot@Wichita.gov

Re: Proposal for Implementation Services
City of Wichita, Kansas

Dear Tia:

Thank you for speaking with us to continue assisting the City of Wichita with its parking system—this time with an education and consensus-building stakeholder engagement effort. Walker Consultants (Walker) is pleased to submit for your review this proposal to progress our work with the City of Wichita and your partners on this important effort.

PROJECT UNDERSTANDING

The City of Wichita (City) first partnered with Walker Consultants in Spring 2018 to initiate the completion on a Parking and Multimodal Plan. The Plan, finalized in 2020, focused on identifying community goals related to parking, defining the role of parking in supporting multimodal transportation efforts, and developing specific management and operational strategies to facilitate achievement of stated goals. The process included a robust community engagement process guided by a Technical Advisory Committee, a Steering Committee, and several advisory boards and commissions, in addition to City Council.

Though the Plan was rigorously reviewed by Staff, adoption of the Plan by City Council was not ultimately pursued. The City is now interested in facilitating an adoption process for the Plan, while acknowledging that several years have past since its completion, and additional education and consensus-building efforts with technical teams, a differently composed Steering Committee, advisory boards, and the new Council are necessary.

We've developed the following scope of services based on our understanding of the project and discussions we've had together over the last few weeks. We are more than happy to discuss this scope of work in greater detail with you and update it as necessary.

SCOPE OF SERVICES

PHASE 1: REVIEW AND REFINEMENT

This phase focuses on reviewing the Plan and its recommendations, fact-based refinement, gap analysis to help Staff understand any next steps in modernizing the Plan, and an initial education-focused City Council study session.

1.1 Project Kickoff: Assemble the core project team virtually to discuss key events and planning initiatives since the Wichita Parking and Multimodal Plan's completion, discuss political/qualitative environment among Wichita community, stakeholders and leadership, and generally discuss the alignment of strategies and recommendations of the plan with City priorities and goals.

1.2 Review and Refine Recommendations: Review Wichita Parking and Multi-Modal Plan in detail; conduct cursory reviews of Downtown Complete Streets Plan and other planning documents completed after Spring 2019, as relevant to the goals, strategies, and recommendations of the Parking and Multi-Modal Plan. Conduct factual updates to goals, strategies, and recommendations based on known new conditions. No material change to goals, strategies and recommendations will be made. One set of revisions per core project team feedback is included. No new data collection or analysis is included.

1.3 Gap Analysis: Identify and compile a list of any material gaps in quantitative or qualitative data needed to validate the plan's recommendations for the conditions of today for informational use by City Staff and leadership. One set of revisions per core project team feedback is included.

1.4 City Council Study Session: Prepare a presentation for a City Council study session and revise up to two (2) times pursuant to core project team feedback. Attend one (1) in-person worksession with City Council to discuss Plan recommendations and rationale, educate on parking management best practices and concepts, and identify any practical challenges or obstacles from Council's perspective in the adoption of the Plan.

Phase 1 Deliverables:
Refined Recommendations (PDF)
Gap Analysis (PDF)
City Council Study Session Presentation (PPT) and Meeting Summary (PDF)

PHASE 2: CONSENSUS-BUILDING AND ADOPTION

This phase focuses on a consensus-building effort to build buy-in, interest, and excitement in the Plan. A final presentation and hearing with City Council to facilitate an adoption resolution is also included.

2.1 Project One-Pager and Meeting Materials: Develop a Project One-Pager intended to share digestible, summary details about the Plan and its outcomes, intended for sharing first with stakeholders and eventually with a wider audience by the City. Revise up to two (2) times pursuant to core project team feedback. Develop a PowerPoint presentation overviewing the adoption process and rationale, the Plan's recommendations and strategies, and how community/stakeholder feedback was incorporated. Develop a series of guiding questions to confirm/assess Plan support and identify any adoption or implementation hurdles foreseen by the groups included in the Consensus-Building Meeting program. Revise meeting materials up to two (2) times pursuant to core project team feedback.

2.2 Consensus-Building Meetings: Attend meetings (virtually or in-person, as noted below), present alongside Staff, and guide/facilitate discussion and comment on pre-determined guiding questions. City Staff will be

responsible for determining invitees for each meeting, scheduling each meeting, and meeting logistics, including paying for any room rental fees or miscellaneous charges (e.g., refreshments).

2.2.1 *TAC (1- Virtual)*

2.2.2 *Steering Committee (1- Virtual)*

2.2.3 *Bike Ped Advisory Board (1-Virtual)*

2.2.4 *Transit Advisory Board (1- Virtual)*

2.2.5 *District 1 Advisory Board (1- in-person)*

2.2.6 *District 6 Advisory Board (1- in-person)*

2.3 Staff Debrief: Prepare a summary of feedback received from Consensus-Building meetings and conduct a virtual debrief with core project team to discuss feedback and possible incorporation strategies. Note that Walker will not draft responses to feedback received as part of this scope of work and will provide general guidance based on feedback only; responses and incorporation into the Plan will be the responsibility of staff. Walker is happy to consider this task as an additional service.

2.4 City Council Final Presentation and Hearing: Prepare a presentation for a final City Council hearing and revise up to two (2) times pursuant to core project team feedback. Attend one (1) in-person hearing with City Council to present and facilitate adoption of the Plan.

Phase 2 Deliverables:
Project One-Pager (PDF)
Meeting Presentation and Guiding Questions (PPT)
Feedback Summary and Incorporation Strategies (PDF)
City Council Hearing Presentation (PPT)

SCHEDULE

Below is a conceptual schedule for the project, assuming an early June start date. Schedule will be driven by City Staff, Council, and the advisory boards and commissions included in the consensus-building effort.

	June	July	August	September	October	November
Task 1.1: Project Kickoff	**KO**					
Task 1.2: Review and Refine Recommendations		**TD1**				
Task 1.3: Gap Analysis		**TD2**				
Task 1.4: City Council Study Session		**TD3, CC1**				
Task 2.1: Project One-Pager and Meeting Materials			**TD4**			
Task 2.2: Consensus-Building Meetings			**CB**	**CB**		
Task 2.3: Staff Debrief					**TD5**	
Task 2.4: City Council Final Presentation and Hearing					**TD6**	**CC2**

Meetings/Engagements

KO: Kickoff Meeting
CC1: City Council Study Session
CB: Consensus-Building Meetings (as itemized in scope)
CC2: City Council Presentation

Deliverables

TD1: Refined Recommendations
TD2: Gap Analysis
TD3: City Council Study Session Presentation
TD4:Project One-Pager and Meeting Materials
TD5: Feedback Summary and Incorporation Strategies
TD6: City Council Hearing Presentation

FEE

We propose to complete our work on a lump sum by task basis. All expected project-related expenses (travel, reprographics, etc.) are included in the fees for each phase. A different fee configuration (e.g., time and materials) will require a fee review. It is understood that we will use the City's contract to guide this effort.

Task	Lump Sum Fee
1.1: Project Kickoff	$3,520
1.2: Review and Refine Recommendations	$5,280
1.3: Gap Analysis	$3,520
1.4: City Council Study Session	$12,880
2.1: Project One-Pager and Meeting Materials	$8,800
2.2: Consensus-Building Meetings (6)	$14,200
2.3: Staff Debrief	$7,040
2.4: City Council Final Presentation and Hearing	$14,200
	$69,440

We're excited to continue our years-long partnership with the City of Wichita to create a more functional and effective downtown parking system.

Sincerely,

WALKER CONSULTANTS

Mallory A. Baker
Consultant/Project Manager
National Community Engagement Lead

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: PROPEL Small Business Loan Program Update

INITIATED BY: City Manager's Office - Development Services

AGENDA: New Business

Recommendation: Authorize the PROPEL program to be offered year-round.

Background: On January 19, 2021, the City Council approved the use of $88,000 of Hyatt Regency Wichita sale proceeds (District I) to be used for a new revolving loan program for emerging and small businesses in District I with preference for minority-owned and women-owned businesses. The PROPEL District I Loan Fund launched on May 24, 2021. While several businesses applied, only one was awarded funding based on the scope of the program. On December 21, 2021, the City Council expanded the program citywide and received a donation of $100,000 from INTRUST Bank and the addition of $220,000 in Community Development Block Grant (CDBG) funding, resulting in more than $400,000 in potential loan funding.

In 2022, the PROPEL Small Business Loan Fund (Wichita.gov/PROPEL) was implemented to provide loans of up to $20,000 to businesses with the ability to repay the loan but unable to obtain financing through traditional sources. Loans cover typical business expenses (inventory, supplies, marketing, etc.) and are available to businesses in operation for at least two years with proven sales activity and meeting low-to-moderate income criteria. Loan terms include 3% interest, 36 months to repay, no application fee and no collateral required. The application deadline was March 18, 2022. Key partners in administering the program include NetWork Kansas, INTRUST Bank, and CML Collective.

To date, 29 applications have been received, and the following seven loans ($126,900 total) have been awarded:

- Boadus Couriers (District 1)	Delivers medications to nursing homes
- Accent Bridal of Wichita (District 1)	Bridal sales and tuxedo rentals
- P&P Seed & Bait Co. (District 1)	Retail garden store
- Peewee+Sweet's Bakehouse (District 2)	Sourdough & pastries bakery
- Paris Nails (District 2)	Nail salon
- 316MealPrep (District 5)	Delivers homemade meals to homes
- Virtual Goals Assistant Agency (District 6)	Event planning, social media management, etc.

Analysis: During administration of the program, the Loan Review Team observed the opportunity to more timely serve small businesses by providing the program on an ongoing basis with applications due monthly. After the March 18 application deadline passed, applications cannot be accepted until the next deadline is set, requiring some businesses to wait months for consideration.

Reviewing applications monthly will be a more efficient process for the Loan Review Team versus reviewing multiple applications in a short timeframe. With City Council approval today, the next deadline for new applications would be July 30th and each month thereafter on the 30th.

In addition to loans, PROPEL program administrators also provide applicants with information about services offered to businesses by Consumer Credit Counseling Services, Create Campaign, NetWork Kansas, South Central Kansas Economic Development, WSU Small Business Development Center, and SCORE.

Financial Considerations: This revolving loan program makes access to capital more readily available to businesses. Including the loans recently awarded, $270,227 remains available for future awards, and as payments are received on outstanding loans, additional loan amounts will become available. The program may occasionally award some loans using CDBG funding for qualified applicants.

Recommendation/Action: It is recommended the City Council authorize the PROPEL program to be offered year-round with monthly application deadlines.

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Engineering Design Services for Subdivision Improvements (All Districts)

INITIATED BY: Public Works & Utilities Department

AGENDA: New Business

Recommendation: Approve Option 3, place the proposed ordinance on first reading and authorize the necessary signatures.

Background: The contracting of engineering design for public improvements related to new residential development has historically followed Administrative Regulation 1.10, which allows the developer and City to mutually agree on a consultant, traditionally being the first that completed the plat. Platting is a private transaction and a property owner/developer can hire an engineer at its discretion.

Analysis: The language in Administrative Regulation 1.10 (Engineering Design Services for Subdivision Improvements) provides for selection of an engineering consultant for new residential development design in a manner that does not currently align with Section 2.64.020 of the City Code, regarding the requirements for public bidding. Generally, that code section requires public solicitation and subsequent City Council approval for contracts which exceed $50,000. Many development design contracts exceed this amount. However, the City Council has approved several categories of contract for which public policy dictates that these requirements be waived. These exceptions are found at City Code §2.64.020(a)-(m).

The engineering consultant for new development must complete concept designs to a level that allows accurate cost estimates, in order to develop petitions for infrastructure improvements sufficient to gain plat approval. Accordingly, the same consultant being allowed to complete design work for those improvements will provide the most efficient and cost-effective approach for the developer and the City of Wichita. This rationale has been the basis for exclusive use of Administrative Regulation 1.10 for selection of the platting consultant, regardless of the design fee. This historical Administrative Regulation has never had underlying ordinance authority.

To align residential development practice with the City Code moving forward, three options are available for City Council consideration.

1) Staff will solicit competitive design proposals using a process aligned with current City Code for all development contracts expected to exceed $50,000 (option one). It is estimated that this option will add an additional six weeks to the current process.

An additional exception to section 2.64.020 of the Code, and two additional options exist there:

2) "n) The purchasing manager is authorized to approve contracts for design services for residential subdivision projects, subject to City Council approval, if such projects are financed through the use of public bonds and the contracting process has followed procedures and been subject to City staff oversight as described in administrative regulation" (option two). This option will align the current administrative regulation procedure and City ordinance. City Council approval would still be necessary as the consultant would be selected by the developer and not by competitive solicitation. It is estimated that this option will add three weeks to the current process.

3) "n) The purchasing manager is authorized to approve contracts for design services for residential subdivision projects if such projects are financed through the use of public bonds and the contracting process has followed procedures and been subject to City staff oversight as described in administrative regulation" (option three). This option will also align the current administrative regulation procedure and City ordinance. It recognizes staff oversight as a sufficient safeguard over developer-selected consultants due to a major portion of the consultant's work already having been performed at developer expense. Because Council approval in not necessary, the timeline for this option remains the same as current process.

   This recommended amendment to the ordinance would allow developers to continue planning and scheduling for new development design as they have for over thirty years, utilizing an engineering consultant most familiar with the plat and proposed improvements. Approval of option three would maintain current efficiency by permitting the contract to proceed upon purchasing manager approval, in the manner allowed by several other existing ordinance exceptions.

Financial Considerations: There are no financial considerations associated with this ordinance.

Legal Considerations: The alternative amendments to Chapter 2.64.020 to align with Administrative Regulation 1.10 have been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Option 3, place the ordinance on first reading and authorize the necessary signatures.

Attachment: Alternative Ordinances amending Chapter 2.64.020.

Org No. _____

No changes to ordinace.

First Published in *The Wichita Eagle* on _____

ORDINANCE NO._____

SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC BIDDING REQUIREMENTS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 2.64.020 of the Code of the City of Wichita, Kansas, reads as follows:

"Public bidding required.

The City Purchasing Manager shall advertise for bids in the official City newspaper for all purchases which exceed the sum of $50,000.00. The $50,000.00 bidding limitation shall apply to all except the following purchases which may be negotiated by the Cty Purchasing Manager:

(a) Emergencies. Sanitary or storm sewer stoppages or breaks, water line breaks, gas line breaks, street repairs resulting from such stoppages or breaks, and other emergencies as designated and approved by the City Manager;

(b) Sole Source of Supply. When materials, supplies or services to be purchased are available from only one person, firm, original manufacturer or local franchised dealer. This includes major equipment repairs or other existing equipment where parts are only available from the original manufacturer or local franchised dealer;

(c) Public Exigency. In those instances when public exigency will not permit the delay incident to advertising as determined and approval by the City Manager;

(d) No Bids Received. In those instances when no bids have been received after formal advertising, the Purchasing Manager is authorized to negotiate those purchases subject to ratification and approval by the governing body;

(e) Price Established by Law. The Purchasing Manager is authorized to enter into contracts for materials, supplies or services where the prices are established by law;

(f) Resale Items. The Purchasing Manager is authorized to negotiate purchases for materials, supplies or services for resale to the public;

(g) High Technology Items. The Purchasing Manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body;

(h) Insurance. The Purchasing Manager is authorized to negotiate the purchase of all insurance coverages subject to ratification and approval by the governing body;

(i) Service Agreements for Major Equipment. The Purchasing Manager is authorized to negotiate service agreements for major equipment maintenance with the manufacturer or an authorized service agency;

(j) Intergovernmental Cooperative Contracts and Agreements. The Purchasing Manager is authorized to purchase supplies, services and equipment from contracts and agreements of other governmental entities which have been awarded, subject to public bidding and approved by the proper governmental entities' authority;

(k) Security Matters. The Purchasing Manager is authorized to enter into contracts for materials, supplies or services related to the security of city-owned facilities, city personnel, city-owned property or the general public;

(l) Kansas State Use Catalog. The Purchasing Manager is authorized to purchase supplies, services and equipment from the Kansas State Use Catalog and will determine when products meet City requirements, are comparable in quality, and are offered at a fair and reasonable price;

(m) Extensions from Competitive Bids. The Purchasing Manager is authorized to purchase additional construction services at agreed unit cost prices using unexpended funds from within the appropriate departmental budget, to the extent that such unit pricing was previously established by competitive bidding. Such extensions may be done either during or a reasonable time after the administration of the contract establishing the applicable unit cost prices, and in either case, shall be considered new contracts and not change orders."

Org No. _____

First Published in *The Wichita Eagle* on _____

Option 3

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC BIDDING REQUIREMENTS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 2.64.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

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(n) The Purchasing Manager is authorized to approve contracts for design services for residential subdivision projects if such projects [subject to City Council ratification] are financed through use of public bonds and the contracting process has followed procedures and been subject to City staff oversight as described in administrative regulation."

SECTION 2. The original of Section 2.64.020 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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

Org No. _____

First Published in *The Wichita Eagle* on _____

Option 2 06/13/2022

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC BIDDING REQUIREMENTS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 2.64.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Public bidding required.

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(n) The Purchasing Manager is authorized to approve contracts for design services for residential subdivision projects if such projects are financed through use of public bonds and the contracting process has followed procedures and been subject to City staff oversight as described in administrative regulation."

SECTION 2. The original of Section 2.64.020 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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

Org No. _____

First Published in *The Wichita Eagle* on _____

DELINEATED – Option 2 06/13/2022

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC BIDDING REQUIREMENTS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 2.64.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

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(n) The Purchasing Manager is authorized to approve contracts for design services for residential subdivision projects if such projects are financed through use of public bonds and the contracting process has followed procedures and been subject to City staff oversight as described in administrative regulation."

SECTION 2. The original of Section 2.64.020 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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

Org No. _____

First Published in *The Wichita Eagle* on _____

Option 3
DELINEATED 06/13/2022

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 2.64.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PUBLIC BIDDING REQUIREMENTS AND REPEALING THE ORIGINAL OF SAID SECTION.

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

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(n) The Purchasing Manager is authorized to approve contracts for design services for residential subdivision projects if such projects [subject to City Council ratification] are financed through use of public bonds and the contracting process has followed procedures and been subject to City staff oversight as described in administrative regulation."

SECTION 2. The original of Section 2.64.020 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Restructure of Water Pumping and Production Division with Salary and Classification Ordinance Revisions (All Districts)

INITIATED BY: Public Works & Utilities Department

AGENDA: New Business

Recommendation: Place the ordinances on first reading.

Background: The Department of Public Works & Utilities is proposing a comprehensive reorganization of the Water Pumping and Production Division, in preparation for transitioning to the new Northwest Water Facility (NWWF). The reorganization is necessary to align staff skills and duties with the functional demands of the NWWF, while addressing critical challenges. Implementing the reorganization requires ordinance revisions to classification and salary ordinances, which are necessary to establish new job classifications and pay ranges.

Staffing needs were considered early in the NWWF project. Initial plans called for adding up to 10 new positions. This approach was rejected due to the cost and lack of sustainability. Ultimately, staff developed two alternative approaches: Plan A takes an innovative approach to addressing multiple staffing challenges, is included in the current pro forma, and will be rate neutral. Plan B retains the current staffing model and would require a significant amount of outsourcing and a rate increase.

Analysis: The Pumping and Production Division is experiencing challenges with recruiting, retention, and retirement because of the highly technical skills required of staff and the Class IV Water Operator certification requirements of the Kansas Department of Health and Environment. Recruiting, training, and retaining qualified staff will be even more difficult as the Utility transitions from the current plant to the more technologically advanced NWWF. Staff considered two different approaches to meeting the staffing needs of the NWWF: Plan A involves a comprehensive reorganization with employee incentives for building competency, and Plan B maintains the current staffing structure and will require an increasing reliance on hiring contractors that have the advanced skillsets needed to maintain the NWWF.

Staff recommends proceeding with the Plan A reorganization, as it is the only option which will not impact rates. New classifications and salary ranges have been created for the Pumping and Production Division, which will meet the needs of the NWWF while also addressing ongoing challenges related to retirement, recruitment, and retention. The new classifications move from the current, position-based classification system to an individual, competency-based position classification system that gives employees clear, documented career pathways with multiple opportunities for advancement and pay escalation through an innovative, competency-based matrix. Employees who wish to remain on the existing, step-increase path may do so. Human Resources is working with the Service Employees International Union (SEIU) to incorporate the new job classifications and salary structures into the SEIU contract through a Memorandum of Understanding.

In addition to the amending the salary ordinance to restructure classifications, three additional staff will be necessary to accommodate the workload at the new treatment plant. This is a reduction from the 10 positions that were estimated to be required under Plan B. The elements of Plan A (the recommended approach) have been incorporated into the cost model.

Financial Considerations: The cost for the three elements of Plan A (the classification adjustments, the registered apprenticeship program and the three additional positions) is estimated at $362,480 in 2023 and $546,729 in 2024 and the funding source is the Water Utility Fund. The estimated cost of Plan A is incorporated into the Utility pro forma and will not impact rates. The recommended Plan A compares favorably to the estimated cost of Plan B, which would be an additional $2.1 million annually and which would require an estimated 1.75% increase in water rates.

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

Recommendations/Actions: It is recommended that the City Council place the ordinances on first reading, authorize the necessary signatures, and authorize staff to make technical adjustments to position titles to implement the ordinance and reorganization.

Attachment: Salary and Classification Ordinance Changes, June 21, 2022.

ORG _____ Published in the Wichita Eagle on July 1, 2022

ORDINANCE NO. 51-880

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCES NO. 51-694

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

SECTION 1. Effective immediately upon approval, the rates of pay for all positions allocated to the classifications below are prescribed according to the following schedule. New classifications are marked with an asterisk (*).

Classification	Pay Range Numbers
Accountant	1C41
Administration Manager	1C45/1C52
Air Service & Business Development Administrator	1C45/1C52
Airport Building and Utilities Manager	1C44/lC51
Airport Operations Manager	1C43
Airport Police and Fire Chief	1D62
Application Analyst	1C43
Assistant Airport Building and Utilities Manager	1C43
Assistant City Attorney I	1C43
Assistant City Attorney II	1C44/1C5 l
Assistant City Attorney III	1C45/1C52
Assistant City Manager	E83
Assistant Controller	1D62
Assistant Department Director	1D71 -1D72
Assistant Golf Professional	1B32
Assistant Pension Manager	1C43
Assistant Recreation Supervisor	1C41
Assistant Tennis Professional	1B32
Assistant Traffic Engineer	1C44/1C51
Associate Engineer	1C42
Associate Planner	1C41
Budget Analyst	1C42
Budget Officer	1D62
Business Analyst	1C43
Buyer	1C41
Chief Deputy City Attorney	1D72
Chief Fire Prevention Officer	1D61
Chief Information Officer	E83
Chief Probation Officer	1C44/1C51
Chief Prosecutor	1D61
City Arts Manager	1C44/IC51
City Engineer	1D72
Civil Engineer	1C43
Communications Specialist	1C41
Community Preparedness Program Manager	1C44/1C51
Crime Analyst Supervisor	1C45
Cultural Facility Supervisor	1C42
Data Architect	1C44
Department Director	E83
Deputy Airport Police and Fire Chief	1C45/1C52
Deputy CIO	1D71
Deputy City Attorney	1D71
Deputy Fire Chief	1D71
Deputy Police Chief	1D71
Developer	1C43

Classification	Pay Range Numbers
Digital Graphic Designer	1C43
Division Manager	1D61 - 1D63
Division Supervisor	1C43
Engineer	1C42
Environmental Remediation Administrator	1C45/1C52
Environmental Quality Specialist	1C43
Environmental Sciences Administrator	1C44/1C5l
Environmental Scientist	1C41
Environmental Services Program Supervisor	1C44/1C51
Environmental Services Specialist	1C41
Event Coordinator	1C41
Event Facilitator	1C42
Executive Assistant	1C41
Finance Manager/City Treasurer	1D72
Finance Manager/Controller Fire	1D72
Battalion Chief	1D61
Fire Division Chief	1D63
Fire Medical Instructor/Coordinator	1C44/1C51
Fiscal Analyst	1C41
General Maintenance Supervisor I	1C41 - 1C43
General Maintenance Supervisor II	1C44/1C51
Geologist	1C44/lC51
Golf Professional	1C42
Housing Manager	1C45/lC52
Human Resources Specialist	1C41
Information Security Architect	1D62
Inspection Administrator	1C44/1C51
Inspection Supervisor	1C43
Labor Relations Attorney	1D71
Librarian	1C41
Library Manager	1D61
Management Analyst	1C41
Mobility Specialist	1C43
Museum Manager	1C44/1C51
Museum Specialist I	1B32
Museum Specialist II	1C41
Museum Specialist Ill	1C43
Network Engineer	1C43
Payroll Manager	1C44/1C51
Pension Manager	1D62
Plans Examiner	1C42
Planning Manager	1D62
Police Captain	1D64
Principal Budget Analyst	1C44/1C51
Principal Planner	1C45/1C52
Program Coordinator	1C44/1C51
Program Manager	1D61 - 1D62
Program Specialist	1C41
Public Safety Administrator	1C44/lC51
Purchasing Manager	1D62
Rea I Estate Administrator	1C45/C52
Real Estate Analyst	1C42
Recreation Manager	1C45/1C52
Recreation Supervisor	1C43
Risk Management Specialist	1C43
Risk Manager	1C45/1C52
Safety Coordinator	1C42
Section Engineer	1D61
Section Supervisor	1C4l

Classification	Pay Range Numbers
Security Architect	1C52
Security Supervisor	1C42
Senior Accountant	1C43
Senior Application Analyst	1C44/1C51
Senior Budget Analyst	1C43
Senior Business Analyst	1C44
Senior Buyer	1C43
Senior Communications Specialist	1C44/1C51
Senior Data Architect	1C52
Senior Developer	1C52
Senior Division Manager	1D71
Senior Engineer	1C45/1C52
Senior Enterprise Architect	1D62
Senior Environmental Scientist	1C43
Senior Fiscal Analyst	1C43
Senior Housing Specialist	1C43
Senior Human Resources Specialist	1C44/lC51
Senior Librarian	1C44/1C5l
Senior Management Analyst	1C44/1C51
Senior Network Engineer	1C44
Senior Planner	1C43
Senior Plans Examiner	1C45/1C52
Senior Program Specialist	1C43
Senior Safety Coordinator	1C43
Senior Security Architect	1D62
Senior System Administrator	1C44/1C51
Senior Technical Specialist	1C44/1C51
Senior Telecommunications Engineer	1C44/lC51
Smart City Coordinator	1C52
Special Projects Coordinator	1C44/1C5l
Special Projects Engineer	1C45/lC52
Support Supervisor	1B32
System Administrator	1C43
Tennis Professional	1C42
Transportation Development Coordinator	1C43
*Utility Plant Shift Supervisor	1W11 – 1W14
*Utility Remote Site Supervisor	1W11 – 1W14
*Water Quality Specialist	1W21 – 1W28

SECTION 2. Ordinance No. 51-694 is hereby repealed.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____

Brandon Whipple, Mayor

Attest:

_____

Karen Sublett, City Clerk

Approved as to form:

_____

Jennifer Magana, Director of Law and City Attorney

Published in the Wichita Eagle on July 1, 2022

Exempt & Management Salary Ordinance

ORDINANCE NO. 51-881

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 51-693

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

SALARY RANGES

SECTION 1. The following pay rates are established for the ***Exempt & Management Pay Plan.*** Salaries are expressed in minimum and maximum annual rates.

2022 Salary Ranges
Effective immediately upon approval - December 23, 2022

Pay Range	Minimum	Midpoint	Maximum
1B32	38,813	52.7212	66,630
1C41	43,615	60,584	77,551
1C42	48,084	66,790	85,495
1C43	52,553	72,995	93,438
1C44/1C51	56,984	80,898	104,812
1C45/1C52	66,585	91,745	116,905
1D61	70,912	99,782	128,651
1D62	75,411	106,111	136,811
1D63	79,907	112,437	144,969
1D64	81,505	114,686	147,868
1D71	83,895	120,503	153,816
1D72	90,516	130,016	169,514
E83	130,000	173,680	217,360
* 1W11	56,984	61,671	66,358
* 1W12	66,359	71,817	77,275
* 1W13	77,276	83,632	89,988
* 1W14	89,989	97,400	104,812
* 1W21	43,615	60,583	77,551
* 1W22	47,973	50,369	52,765
* 1W23	52,766	55,401	58,037
* 1W24	58,038	60,937	63,837
* 1W25	63,838	67,026	70,215
* 1W26	70,216	73,723	77,231
* 1W27	77,232	81,090	84,949
* 1W28	84,950	89,194	93,438

SECTION 2. OTHER PROVISIONS

1. Unless otherwise indicated in the schedule contained in Section 1 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

   - Fire Battalion Chiefs shall be paid excess hours for filling a vacant battalion chief's slot in increments of 12 or 24 hours.

   - Police Captains shall be allowed up to a maximum of $700.00 in department credit or vouchers for replacement

of uniforms and/or civilian attire in accordance with departmental policy. This provision does not apply to Deputy Police Chiefs or the Police Chief, or to civilianized positions that are not required to be in uniform.

- Fire Battalion Chiefs and Fire Division Chiefs who are required to wear uniforms while on duty shall be allowed up to a maximum of $650.00 uniform allowance. This provision will not apply to Deputy Fire Chiefs or the Fire Chief.

  Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items which the City Manager may authorize.

- Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.

- The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of $125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

  Reimbursement shall be made to eligible employees, of an amount not to exceed $200.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- Police Captains who have received a degree from a four-year college or university will receive $110.00 per month for a bachelor's degree or $135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved by the Department Director and the City Manager. This provision does not apply to the Deputy Police Chiefs or the Police Chief.

- Police Department personnel, who are certified/trained and assigned to bomb duty, clandestine labs, and canine and SWAT duty, shall be compensated in addition to their regular pay, $60.00 per pay period. This provision does not apply to Deputy Police Chiefs or the Police Chief.

- Fire Battalion Chiefs and Fire Division Chiefs shall receive education pay of $25.00 per month for an associate's degree, or $50.00 per month for a bachelor’s degree or $75.00 per month for a master's degree in Fire Science, from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. This provision does not apply to the Deputy Fire Chiefs or the Fire Chief.

- Fire Battalion Chiefs who are certified as, and members of: the team assigned to Arson Investigation, Haz- Mat or Technical Rescue, will receive an additional $35.00 per pay period. An employee may receive only one category of Special Duty Pay.

- Airport Safety Personnel, and, if not commissioned, the incumbent of the Fire and Medical Rescue Coordinator will receive $35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician course.

- Allowance for travel expenses or for the use of personally-owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

  Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- In recognition of long and faithful service, the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed $2.00 times the total years of service, per month, e.g., (2.00 X 10 years of service= $20.00 per month payment.)

For employees with over eleven years accumulative municipal employment, the payment shall be $5.00 times the total years of service per month, e.g. ($5.00 X 12 years of service= $60.00 per month in payment.)

- At the discretion of the City Manager, the maximum of a pay range may be exceeded by not more than 10% for a specified period of time to compensate any Department Director if broader or higher-level administrative responsibility is regularly assigned to that position.

- The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks.
- If an employee moves into a new classification due to a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid to the employee.

  If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

2. In addition to the compensation provided for above, there shall be paid to each employee corning within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.

3. Municipal Court Judges will receive a 4.0% general pay adjustment. Upon completion of their annual evaluation by the City Council in 2021, the judges may be eligible for an additional wage (merit) increase to be determined by the City Council at that time.

4. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.

5. The City Manager may authorize up to 6% merit increase for exceptional performance. Department Directors may authorize up to a 2.5% merit increase or deny any increase based on performance.

6. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

7. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

8. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

9. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.

10. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

11. The City Manager is authorized to establish pay plans for employees who are exempt from the provisions of the Fair Labor Standards Act. The City Manager shall determine the actual pay for each position within the minimum and maximum pay levels for the position.

12. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.

13. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 3. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 4. Ordinance No. 51-693 is hereby repealed.

SECTION 5. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____
Brandon Whipple, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer Magana, Director of Law and City Attorney

ORDINANCE NO. 51-882

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 51-696.

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

SECTION 1. Effective immediately upon approval, the rates of pay for all positions allocated to the titles below are prescribed according to the following schedule. New classifications are marked with an asterisk (*).

Class Title	Pay Range Number
Account Clerk I	1617 or 2617
Account Clerk II	1619 or 2619
Account Clerk III	1621 or 2621
Administrative Aide I	1620 or 2620
Administrative Aide II	1623 or 2623
Administrative Aide III	1926
Administrative Assistant	1928
Administrative Secretary	1621
Airport Building Maintenance Mechanic	1623
Airport Building and Utilities Supervisor	1626
Airport Custodial Supervisor	1622
Airport Fleet Supervisor	1627
Airport Ground Facilities Supervisor	1625
Airport Operations Officer	1623
Airport Operations Supervisor	1625
Airport Police and Fire Officer I	6691
Airport Police and Fire Officer II	6692
Airport Public Safety Supervisor	3893 or 3827
Airport Services Officer	2621
Animal Control Officer	2621
Animal Display Attendant	2619
Animal Control Supervisor	2623
Assistant Airport Public Safety Supervisor	3892 or 3824
Assistant Golf Course Maintenance Supervisor	2621
Assistant Range Master	4716
Associate Accountant	1623
Bailiff	1617
Body Shop Mechanic I	2622
Body Shop Mechanic II	2623
Building Attendant	2609/8609
Bus Mechanic A	5320
Bus Mechanic B	5317
Bus Mechanic I	5321
Bus Mechanic II	5322
Bus Mechanic's Helper	5315
Bus Operator	5316
Bus Utility Worker	5312
Call Center Information Specialist I	2617
Call Center Information Specialist II	2619
Child Development Specialist	1927
Clerk I	2613

Class Title	Pay Range Number
Clerk II	1615 or 2615
Clerk III	1617
Combination Inspector	2627
Combination Neighborhood Inspector	2627
Community Health Nurse I	1927
Community Health Nurse II	1929
Community Service Officer	2623
Community Support Specialist	1624 or 2624
Community Risk Reduction Officer I	3824/3892
Community Risk Reduction Officer II	3827/3893
Crime Analyst	1928
Crime Scene Investigator	4714
Custodial Guard	1615
Custodial Supervisor	1621
Custodial Worker I	1615 or 2615
Custodial Worker II	2617
Customer Clerk	8412
Customer Clerk Aide	8405
Customer Service Clerk I	1617 or 2617
Customer Service Clerk II	1619 or 2619
Department Intern	1612
Deputy City Clerk	1927
Digital Evidence Technician	2625
Docket Clerk	2618
Electrical and Elevator Inspector II	2625
Electrical and Elevator Inspector III	2627
Electrical Inspector	2623
Electrical Technician	1627
Electrician I	2621
Electrician II	2623
Electronics Technician I	1623 or 2623
Electronics Technician II	1625 or 2625
Electronics Technician III	1627 or 2627
Elevator Inspector	2623
Engineering Aide I	2618
Engineering Aide II	2620
Engineering Aide III	2623
Engineering Technician I	1624
Engineering Technician II	1626
Environmental Inspector	8410
Equipment Operator I	1617 or 2617
Equipment Operator II	1619 or 2619
Equipment Operator III	1620 or 2620
Event Worker I	2615
Event Worker II	1617 or 2617
Family Development Specialist	1925
Field Supervisor	2625
Field Worker I	8406
Field Worker II	8414
Fire Captain	3893 or 3827
Fire Fighter	3891 or 3822
Fire Investigator I	3892 or 3824

Class Title	Pay Range Number
Fire Investigator II	3893 or 3827
Fire Lieutenant	3892 or 3824
Fire Medical Training Officer	3893 or 3827
Fire Protection Systems Specialist	3893 or 3827
Fire Recruit	3821
Fire Training Instructor	3893 or 3827
Fiscal Specialist	1925
Forensic Examiner	1929
Gardener I	2617
Gardener II	2618
Gardening Supervisor I	2619
Gardening Supervisor II	2621
General Supervisor I	1623 or 2623
General Supervisor II	1624 or 2624
Greenkeeper	2617
Grounds Maintenance Supervisor	2621
Head Lifeguard	8412
Heating and Air Conditioning Mechanic	2623
Housing Specialist	1925
Information Systems Coordinator	1926
Inspector	2622
Instructor I	8415
Instructor II	8417
*Instrumentation, Electrical & Control Specialist	2681-2687
Irrigation System Supervisor	1623
Kennel Technician	8611
Labor Supervisor I	2621
Labor Supervisor II	1622 or 2622
Laboratory Technician	2620
Laborer	2616
Legal Assistant	1623
Legal Secretary	1620
Library Assistant	1619
Lifeguard I	8406
Lifeguard II	8408
Machinist Mechanic	2622
Maintenance Mechanic	2621
Maintenance Specialist	2619
Maintenance Technician	1626
Maintenance Worker	2617
Mechanic I	2618
Mechanic II	2622
Mechanic III	2623
Mechanic Supervisor	1624
Mechanical Inspector	2623
Museum Interpreter	8415

Class Title	Pay Range Number
Neighborhood Inspector I	2623
Neighborhood Inspector II	2625
Neighborhood Inspector III	2626
Office Aide I	8406
Office Aide II	8409
Operations Supervisor I	1623
Operations Supervisor II	1624
Parts Clerk	2622
Planning Technician	1623
Planning Analyst	1927
Plant Operator	2622
Plumber	2623
Plumbing and Mechanical Inspector II	2625
Plumbing and Mechanical Inspector III	2627
Plumbing Inspector	2623
Police Detective	4724
Police Lieutenant	1727
Police Officer	4723
Police Records Specialist I	2617
Police Records Specialist II	2619
Police Recruit	4722
Police Sergeant	4725
Probation Officer	1625
Property Clerk	2621
Public Health Sanitarian I	2625
Radio Dispatcher	2621
Recreation Aide I	8405
Recreation Aide II	8406
Recreation Leader I	8409
Recreation Leader II	8412
Rehabilitation Loan Specialist	2627
Rehabilitation Specialist I	2623
Rehabilitation Specialist II	2625
Retirement Specialist	1928
Right-of-Way/Utility Coordinator	1929
Scorekeeper	8406
Secretary	1619 or 2619
Security Officer	2621
Security Screener	2617
Senior Building Permit Examiner	2627
Senior Call Center Information Specialist	2621
Senior Library Assistant	1622
Senior Storekeeper	2621
Senior Traffic Investigator	1621 or 2621
Service Attendant	2616
Service Officer I	2620
Service Officer II	2623
Service Writer/Parts Assistant	2618
Sewer Line Technician	2622
Sign Painter	2621
Signal Electrician	2625

Class Title	Pay Range Numb
Signal Technician	1626 or 2626
SPIDER Dispatcher	2621
Sports Supervisor	8411
Storekeeper	2619
Street Inspector	2623
Street Inspector Supervisor	1624
Swimming Pool Manager	8415
Technical Support Intern	1612
Technical Support Specialist	1927
Ticket Clerk	8406
Traffic Investigator	1619
Traffic Signal Mechanic	2619
Tree Maintenance Aide	2616
Tree Maintenance General Supervisor	1624
Tree Maintenance Inspector	2623
Tree Maintenance Supervisor	1623
Tree Maintenance Worker I	2619
Tree Maintenance Worker II	2621
*Utility Operations & Maintenance Specialist	2671-2678
*Utility Process Control Specialist	2671-2678
Van Driver	5314
Vendor Support Specialist	1927
Warrant Officer	4712
Water Line Technician	2620
Water Meter Reader	2619
Water Utility Worker	2618
Web Designer	1927
Worker I	8405
Worker II	8409

SECTION 2. Ordinance No. 51-696 is hereby repealed.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____
Brandon Whipple, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer Magana, Director of Law and City Attorney

ORG _____ **Published in the Wichita Eagle on July 1, 2022**

ORDINANCE NO. 51-883
Non-Exempt Salary Ordinance

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 51-695, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. A schedule of standard pay ranges established for classifications in ***Wichita Transit*** represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the Fair Labor Standards Act, 29 U.S.C. § 201-219 ("FLSA").

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 11, 2021- December 09, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
5312	12.4187	12.7290	13.0473	13.3736	13.7079	14.0506	14.4018	14.7618
5314	14.1050	14.4575	14.8190	15.1895	15.5691	15.9584	16.3574	16.7662
5315	14.1050	14.4575	14.8190	15.1895	15.5691	15.9584	16.3574	16.7662
5316	14.7354	15.1038	15.4813	15.8684	16.2650	16.6718	17.0886	17.5158
5317	15.7900	16.1847	16.5893	17.0040	17.4290	17.8648	18.3114	18.7692
5320	18.1087	18.5613	19.0255	19.5010	19.9886	20.4883	21.0004	21.5255

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
5312	15.1310	15.5092	15.8970	16.2945	16.7017	17.1191	17.5472
5314	17.1855	17.6151	18.0555	18.5069	18.9696	19.4438	19.9300
5315	17.1855	17.6151	18.0555	18.5069	I 8.9696	19.4438	19.9300
5316	17.9536	18.4025	18.8624	19.3341	l 9.8175	20.3129	20.8207
5317	19.2385	19.7194	20.2125	20.7178	21.2356	21.7665	22.3107
5320	22.0637	22.6153	23.1806	23.7601	24.3541	24.9630	25.5871

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SECTION 2. A schedule of standard pay ranges established for classifications for ***variable , seasonal and/or intermittent*** positions that are City employees and treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANG ES IN HOURLY AMOUNTS
December 25, 2021 - December 23, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step7	Step 8
8405	8.1838	8.3883	8.5981	8.8130	9.0332	9.2592	9.4906	9.7280
8406	9.2487	9.4798	9.7170	9.9598	10.2088	l 0.4641	1 0.7256	10.9937
8408	9.9738	10.2234	10.4788	10.7409	l1.0093	1l .2846	11.5668	11.8560
8409	10.3811	10.6406	10.9067	11.1793	11.4586	11.7452	12.0388	12.3398
8410	10.8072	11.0775	11.3542	11.6382	11.9291	12.2273	12.5329	12.8463
8411	11.2384	11.5195	1l.8074	12.1027	12.4052	12.7154	13.0333	13.3591
8412	11.7211	12.0141	12.3143	12.6222	12.9378	1 3.2611	13.5929	13.9326
8414	12.7404	13.0591	13.3854	13.7202	14.0632	14.4147	14.7752	15.1445
8415	13.3082	13.6408	13.9820	14.3316	14.6897	15.0570	15.4336	15.8192
8417	14.5329	14.8961	15.2686	15.6503	16.0415	16.4425	16.8537	17.2749

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
8405	9.9711	10.2203	10.4759	10.7378	11.0061	11.2814	11.5634
8406	11.2686	11.5504	11.8392	12.1350	12.4386	12.7494	13.0681
8408	12.1523	12.4561	12.7675	13.0869	13.4138	13.7493	14.0929
8409	12.6483	12.9644	13.2886	13.6209	13.9616	14.3105	14.6682
8410	13.1675	13.4966	13.8340	14.1799	14.5344	14.8978	15.2704
8411	13.6931	14.0354	14.3864	14.7461	l 5.1146	15.4925	15.8797
8412	14.2809	14.6379	15.0040	15.3791	15.7635	16.1576	16.5615
8414	15.5230	15.9112	16.3089	16.7166	17.1346	17.5629	18.0020
8415	16.2148	16.6202	17.0356	17.4615	17.8980	18.3457	18.8042
8417	17.7068	18.1496	18.6033	19.0683	19.5449	20.0336	20.5345

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SECTION 3. A schedule of standard pay ranges established for positions represented by *Employee's Council and Service Employees lnternational Union (SEIU)* in which employees are treated as non-exempt from the overtime provisions of the FLSA. Part-time positions may also be authorized in these pay ranges and start with an 8 in place of the 1 or 2. New pay ranges in this section are marked with an asterisk (*).

** Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour work schedule.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
Effective Upon Approval - December 23, 2022

Range	Step 1	Step 2	Step3	Step 4	Step 5	Step 6	Step 7	Step 8
1609/ 2609	10.8543	11.1256	11.4038	11. 68 89	11.9811	12.2806	12.5876	12.9023
1610/ 2610	11.3001	11.5826	11.8722	12.1690	12.4732	12.7850	13.1047	13.4323
1611/ 2611	11.7511	12.0448	12.3460	12.6546	12.9710	13.2953	13.6276	1 3.9683
1612/ 2612	12.2554	12.5617	12.8758	13.19 77	13.5276	13.8658	14.2125	14.5678
1613/ 2613	12.7669	13.0861	13.4133	13.7486	14.0923	14.4446	14.8057	15.1759
1614/ 2614	13.3214	13.6544	13.9958	14.3456	14.7043	15.0719	15.4487	15.8349
1615 /2615	15.0250	15.4006	15.7856	16.1803	16.5848	16.9994	17.4244	17.8600
1616/ 2616	15.3255	15.7086	16.1014	16.5039	16.9165	17.3394	17.7729	18.2172
1617/ 2617	15.6320	16.0228	16.4234	16.8340	17.2548	17.6862	18.1283	18.5815
1618/ 2618	16.3011	16.7086	17.1263	17.5545	17.9933	18.4432	18.9042	19.3768
1619/2619	17.0620	17.4886	17.9258	18.3740	18.8333	19.3041	19.7867	20.2814
1620/2620	17.8504	18.2967	18.7541	19.2230	19.7035	20.1961	20.7010	21.2185
1621/2621	18.7173	19.1852	19.6648	20.1565	20.6604	21.1769	21.7063	22.2490
1622/ 2622	19.6289	20.1197	20.6227	21.1382	21.6667	22.2083	22.7635	23.3326
1623/ 2623	20.5738	2 l.0881	21.6153	22.1557	22.7096	23.2773	23.8592	24.4557
1624/ 2624	21.5980	22.1380	22.6914	23.2587	23.8402	24.4362	25.0471	25.6733
1625/ 2625	22.6740	23.2408	23.8219	24.4174	25.0279	25.6535	26.2949	26.9523
1626/ 2626	23.8153	24.4107	25.0210	25.6465	26.2877	26.9449	27.6185	28.3090
1627/ 2627	25.0255	25.6511	26.2924	26.9497	27.6234	28.3140	29.0219	29.7474
1630/ 2630	29.0235	29.7491	30.4928	31.2551	32.0365	32.8374	33.6583	34.4998
***2671**	17.8504	18.2967	18.7541	19.2230	19.7035	20.1961	20.7010	21.2185
***2672**	19.6354	20.1263	20.6295	21.1452	21.6739	---	---	---
***2673**	21.5990	22.1390	22.6924	23.2597	23.8412	---	---	---
***2674**	23.7589	24.3529	24.9617	25.5857	26.2254	---	---	---
***2675**	26.1348	26.7881	27.4578	28.1443	28.8479	---	---	---
***2676**	28.7482	29.4670	30.2036	30.9587	31.7327	---	---	---
***2677**	31.6231	32.4136	33.2240	34.0546	34.9060	---	---	---
***2678**	34.7854	35.6550	36.5464	37.4600	38.3966	---	---	---
***2681**	20.5738	21.0881	21.6153	22.1557	22.7096	23.2773	23.8592	24.4557
***2682**	22.6312	23.1970	23.7769	24.3713	24.9806	---	---	---
***2683**	24.8943	25.5167	26.1546	26.8084	27.4786	---	---	---
***2684**	27.3837	28.0683	28.7700	29.4893	30.2265	---	---	---
***2685**	30.1221	30.8752	31.6470	32.4382	33.2492	---	---	---
***2686**	33.1343	33.9627	34.8117	35.6820	36.5741	---	---	---
***2687**	36.4477	37.3589	38.2929	39.2502	40.2315	---	---	---
1727**	---	---	---	---	39.8042	40.7993	41.8193	42.8647

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Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1609/2609	13.2249	13.5555	13.8944	14.2417	14.5978	14.9627	15.3368
1610/ 2610	13.7681	14.1123	14.4651	14.8267	15.1974	15.5773	15.9668
1611/2611	14.3175	14.6755	15.0424	15.4184	15.8039	16.1990	16.6039
1612/2612	1 4.9320	15.3053	15.6879	16.0801	16.4821	16.8941	17.3165
1613/ 2613	15.5553	15.9442	16.3428	16.75 13	17.1701	17.5994	18.0393
1614/ 2614	16.2308	16.6366	17.0525	17.4788	17.9157	18.3636	18.8227
1615 /2615	18.3065	18.7642	19.2333	19.7141	20.2070	20.7121	21.2 299
1616/ 2616	18.6726	19.1394	19.6179	20.1084	20.6111	21.1264	21.6545
1617/2617	19.0461	19.5222	20.0103	20.5106	21.0233	21.5489	22.0876
1618/ 2618	19.8613	20.3578	20.8667	21.3884	21.9231	22.4712	23.0330
1619/ 2619	20.7884	21.3082	21.8409	22.3869	22.9466	23.5202	24.1082
1620/ 2620	21.7490	22.2927	22.8500	23.4213	24.0068	24.6070	25.2222
1621/ 2621	22.8052	23.3753	23.9597	24.5587	25.1727	25.8020	26.4470
1622/2622	23.9160	24.5139	25.1267	25.7549	26.3987	27.0587	27.7352
1623/ 2623	25.0671	25.6938	26.3361	26.9945	27.6694	28.3611	29.0702
1624/ 2624	26.3151	26.9730	27.6473	28.3385	29.0469	29.7731	30.5174
1625/ 2625	27.626l	28.3167	29.0246	29.7502	30.4940	31.2564	32.0378
1626/ 2626	29.0167	29.7421	30.4857	31.2478	32.0290	32.8297	33.6505
1627/ 2627	30.4911	31.2534	32.0347	32.8356	33.6565	34.4979	35.3604
1630/ 2630	35.3623	36.2463	37.1525	38.0813	39.0333	40.0092	4l.0094
***2671**	21.7490	22.2927	22.8500	23.4213	24.0068	24.6070	25.2222
***2672**	---	---	---	---	---	---	---
***2673**	---	---	---	---	---	---	---
***2674**	---	---	---	---	---	---	---
***2675**	---	---	---	---	---	---	---
***2676**	---	---	---	---	---	---	---
***2677**	---	---	---	---	---	---	---
***2678**	---	---	---	---	---	---	---
***2681**	25.0671	25.6938	26.3361	26.9945	27.6694	28.3611	29.0702
***2682**	---	---	---	---	---	---	---
***2683**	---	---	---	---	---	---	---
***2684**	---	---	---	---	---	---	---
***2685**	---	---	---	---	---	---	---
***2686**	---	---	---	---	---	---	---
***2687**	---	---	---	---	---	---	---
1727**	43.9364	45.0348	46.1606	47.3146	48.4975	49.7100	50.9527

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SECTION 4. A schedule of standard pay ranges established for ***Airport Safety*** positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 11, 2021 - December 09, 2022

Range	Step I	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step8
6691 * (24 Hour)	14.6930	15.0603	15.4369	15.8227	16.2183	16.6237	17.0394	17.4653
6693* (40 Hour)	20.5702	21.0843	21.6115	22.1516	22.7055	23.2733	23.8550	24.4514
6692* (24 Hour)	16.1622	16.5662	16.9805	17.4049	17.8400	18.2861	18.7432	19.2119
6694* (40 Hour)	22.6271	23.1928	23.7727	24.3668	24.9761	25.6006	26.2405	26.8966

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
6691* (24 Hour)	17.9018	18.3494	18.8081	19.2783	19.7603	20.2543	20.7605
6693* (40 Hour)	25.0627	25.6893	26.3315	26.9897	27.6643	28.3560	29.0648
6692* (24 Hour)	19.6920	20.1845	20.6891	21.2063	21.7362	22.2800	22.8369
6694* (40 Hour)	27.5689	28.2583	28.9647	29.6416	30.4309	31.1918	31.9717

* Hourly rates in this pay range that are designated "24-Hour Shift" are for ***Airport Safety*** positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee **in** a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 5. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the ***Police Department*** that are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2021 - December 23, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
4714	22.2425	22.7987	23.3686	23.9528	24.5516	25.1 655	25.7946	26.4394
4716	28.1451	28.8488	29.5699	30.3092	31.0669	31.8437	32.6399	33.4558
4722	24.0085	---	---	---	---	---	---	---
4723	25.1391	25.7676	26.4116	27.0719	27.7490	28.4425	29.1536	29.8825
4724	27.6186	28.3090	29.0167	29.7420	30.4858	31.2478	32.0291	32.8298
4725	30.3722	31.1313	31.9096	32.7073	33.5251	34.3632	35.2223	36.1029

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
4714	27.1004	27.7780	28.4724	29.1842	29.9138	30.6617	31.4282
4716	34.2922	35.1495	36.0280	36.9287	37.8520	38.7984	39.7684
4722	---	---	---	---	---	---	---
4723	30.6296	31.3953	32.1802	32.9846	33.8093	34.6545	35.5209
4724	33.6507	34.4918	35.3541	36.2380	37.1439	38.0725	39.0243
4725	37.0055	37.9306	38.8788	39.8507	40.8470	41.8682	42.9149

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SECTION 6. A schedule of standard pay ranges established for commissioned positions in the ***Fire Department*** in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAV RANGES IN HOURLY AMOUNTS
December 11, 2021 - December 09, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
3821	19.3608	---	---	---	---	---	---	---
3823* (40 Hour)	22.0418	22.5929	23.1 576	23.7366	24.3300	24.9382	25.5617	26.2007
3824* (40 Hour)	24.3611	24.9701	25.5942	26.2341	26.8899	27.5621	28.2514	28.9576
3827* (40 Hour)	27.0102	27.6854	28.3776	29.0869	29.8142	30.5596	31.3235	32.1066
3891* (24 Hour)	15.7441	16.1376	16.5412	16.9547	17.3786	17.8131	18.2583	18.7148
3892* (24 Hour)	17.4006	17.8357	18.2816	18.7387	19.2071	19.6874	20.1794	20.6840
3893* (24 Hour)	19.2930	19.7753	20.2697	20.7765	21.2958	21.8283	22.3739	22.9333

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
3821	---	---	---	---	---	---	---
3823* (40 Hour)	26.8558	27.5271	28.2152	28.9206	29.6438	30.3848	31.6068
3824* (40 Hour)	29.6813	30.4235	31.1841	31.9636	32.7628	33.5819	34.9326
3827* (40 Hour)	32.9093	33.7320	34.5754	35.4397	36.3258	37.2339	38.7315
3891* (24 Hour)	19.1827	19.6621	20.1538	20.6576	21.1742	21.7034	22.5764
3892* (24 Hour)	21.2010	21.7311	22.2743	22.8312	23.4019	23.9869	24.9518
3893* (24 Hour)	23.5066	24.0943	24.6966	25.3140	25.9469	26.5955	27.6652

* Hourly rates in this pay range that are designated "24-Hour Shift" are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 7. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of the FLSA. Part-time positions may also be authorized in these pay ranges.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2021- December 23, 2022

Range	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
1925	20.9669	21.4912	22.0284	22.5793	23.1437	23.7223	24.3153	24.9233
1926	23.4567	24.0432	24.6444	25.2604	25.8919	26.5391	27.2027	27.8834
1927	24.6487	25.2649	25.8964	26.5439	27.2073	27.8877	28.5847	29.2995
1928	25 .8811	26.5283	27.1915	27.8715	28.568	29.2822	30.01 4	30.7647
1929	27.1754	27.8546	28.5509	29.2646	29.9962	30.7464	31.5148	32.3029

Range	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
1925	25.5464	26.185	26.8397	27.5105	28.1984	28.9033	29.626
1926	28.5797	29.2943	30.0268	30.7773	31.5468	32.3354	33.1438
1927	30.0321	30.7828	31.5526	32.3413	33.1497	33.9784	34.8278
1928	31.5336	32.3221	33.1301	33.9585	34.8074	35.6776	36.5694
1929	33.1103	33.9382	34.7865	35.6563	36.5477	37.4612	38.3979

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SECTION 8. OTHER PROVISIONS

1. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:

   a) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of $450.00 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

   b) The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of $125.00 for other non-commissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

   c) Reimbursement shall be made to eligible employees, of an amount not to exceed $200.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

   d) Shift differential will be paid at a rate of $1.00 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt, non-represented and Employee's Council employees.

   e) An employee who is put on standby status shall be compensated at the rate of $1.00 per hour for every hour on standby status for full-time non-exempt, non-represented and Employee's Council employees.

   f) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.

   g) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

   If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

2. In addition to the compensation provided for above, unless noted differently in an union contract, there shall be paid to each employee corning within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.

3. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.

4. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.

5. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.

6. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues that may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

7. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.

8. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.

9. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.

10. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 9. Ordinance No. 51-695 is hereby repealed.

SECTION 10. This ordinance shall be effective upon its passage and publication once in the official city newspaper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____
Brandon Whipple, Mayor

Attest:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Jennifer Magana, Director of Law and City Attorney

Agenda Item No. VI-7

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ended March 31, 2022

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the Quarterly Financial Report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report provides the City Council and residents with information that will assist in making informed decisions. The report is available on the City's website.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for key operating funds. In addition, financial statements are prepared and presented on an accrual basis for the enterprise, internal service and pension trust funds, consistent with generally accepted accounting principles. The Quarterly Financial Report may not reflect all the transactions that relate to activities through March 31, 2022.

Financial highlights are summarized beginning on page ii, with financial statements beginning on page 1. Supplementary information, including information on the performance of invested funds and a quarterly summary of disadvantaged and emerging business activity is presented in the final section of this report.

Financial Considerations: Finance Department staff will provide a financial overview at the City Council meeting.

Legal Considerations: There are no legal considerations.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended March 31, 2022.

Attachment: Quarterly Financial Report

Agenda Item No. VI-8

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Amendments to Sections 4.12.050, 4.16.060 and 4.16.154 of the Code of the City of Wichita Pertaining to Temporary Alcohol Permits

INITIATED BY: Law Department

AGENDA: New Business

Recommendation: Place the proposed ordinance on first reading and authorize all necessary signatures.

Background: During this past legislative session, the Kansas Legislature passed Senate Bill 2, which amended certain standards for alcohol licensing. Those amendments include: (1) removing a prior requirement for a cereal malt beverage ("CMB") retailers' permit; (2) setting a "cap" on the fee that can be charged by local governments for the issuance of a temporary permit for the sale and service of alcohol at $25 non-refundable fee for each day for which the temporary permit is issued; and (3) raising the number of temporary permits that may be issued from four per year to 12 per year.

Analysis: The proposed amendment is necessary to make City Code consistent with the requirements of Senate Bill 2. Currently, City Code Section 4.12.050(a)(1) includes standards for CMB retailers' permits that are no longer required by state law. The ordinance would remove those standards from the City Code. Further, City Code Section 4.16.060(b)(1) sets an $80 non-refundable fee for each day that a temporary permit is issued. The ordinance would set the non-refundable fee at $25 per day to ensure consistency with state law. Additionally, City Code Section 4.16.154(c) sets a limit of four temporary permits that may be issued per year, whereas the ordinance would amend that number to 12 to be consistent with state law.

Financial Considerations: In 2021, the City approved eight temporary permits at the $80 fee. Under the amendment ordinance, the City would have collected $440 less in permitting fees. With the increase in temporary permits that may be issued per year, the City may be able to collect some of those fees through issuing more permits overall. Further, the change in CMB retailers' permit standards is unlikely to change the number of permits issued.

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

Recommended Action: It is recommended that the City Council place the proposed ordinance on first reading and authorize all necessary signatures.

Attachments: Clean and delineated ordinances.

First Published in The Wichita Eagle on _____

Updated
DATE 6-10-2022

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTIONS 4.12.050, 4.16.060 AND 4.16.154 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO TEMPORARY PERMIT FEES FOR ALCOHOL SALES.

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

SECTION 1. Section 4.12.050 of the Code of the City of Wichita is hereby amended to read as follows:

Examination of applicant by the city council; issuance or denial of license or permit.

If an application for a cereal malt beverage retailer license or a special event retailers' permit is in proper form and accompanied by the license fee the City Council shall examine the application and, after examination of the application, the City Council, if they approve the same, shall issue a license or permit to the applicant; provided

(a) That no cereal malt beverage retailer license or a special event retailers' permit shall be issued to:

~~(1) A person who is not of good character and reputation in the community in which the person resides;~~

~~(2)~~ (1) A person who is not a citizen of the United States;

~~(3)~~ (2) A person who, within two years immediately preceding the date of making application, has been convicted of, released from incarceration for or released

from probation or parole for a felony or of any crime involving moral turpitude, drunkenness, or driving a motor vehicle while under the influence of intoxicating liquor or drugs, violation of any other intoxicating liquor law of any city, state or of the United States;

~~(4)~~ (3) A partnership, unless all members of such partnership shall otherwise be qualified to obtain a license;

~~(5) A corporation, if any manager, officer or director thereof, and/or any stockholder owning in the aggregate more than 25% of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than the citizenship or residency requirements;~~

~~(6)~~ (4) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25% of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than the citizenship requirement.

~~(7)~~ (5) A person whose place of business is conducted by a manager or agent, unless such manager or agent possesses the same qualifications required of the licensee;

~~(8)~~ (6) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, requirements or age, except that this subsection shall not apply in determining eligibility for a renewal license;

~~(9)~~ (7) A person whose spouse has been convicted of a felony or other crime which would disqualify a person from licensure under this chapter and such felony or other crime was committed during the time that the spouse held a license under

this chapter; and

~~(10)~~ (8) A person who has failed to pay any outstanding administrative penalty imposed pursuant to Section 4.12.090(c) or Section 4.16.095(d) of the City Code and amendments thereto.

(b) No license shall be issued for premises wherein the use thereof would be in violation of the city zoning laws or the city building codes or fire codes. Notwithstanding the provisions of this subsection, a license under this section shall be issued to a farm winery or producer licensee who meets the requirements for a license and who is a registered agritourism operator as defined by state law, and such license shall not be denied on the basis of any zoning regulation or other regulation, ordinance or resolution of the City.

(c) The denial of a license or permit application shall be subject to the appeal process and provisions set forth in Section 4.12.090(c) and (d), except that the notice of appeal shall include the name and address of the appellant, the date of the license or permit application, the date of the denial of the application or permit and the factual basis for the appeal. The review conducted by the City Council shall be of the facts and circumstances of the license denial.

SECTION 2. Section 4.16.060 of the Code of the City of Wichita is hereby amended to read as follows:

License Applications; fees.

(a) Application for all licenses required by this Chapter shall be upon forms provided by the City Treasurer's office and shall be filed with the City's Licensing Section. The applicant shall provide all information requested by such forms and pursuant to the provisions of this title.

(b) At the time application is made to the City Treasurer's office for a license pursuant to this section, the following fees shall accompany the application:

(1) Class A private club, any category $500.00

(fraternal/veterans; social, 500 members or less; social, over 500 members)

(2) Class B private club $500.00

(3) Drinking establishment, any category $500.00

(restaurant, entire hotel)

(4) Drinking establishment (any category)/caterer $500.00

(5) Caterer $500.00

(6) Temporary permit, per day .....~~$80.00~~ $25.00

(maximum 3 consecutive days, 4 times per year, may be for duration of a Community Event)

Provided, however, this section shall become effective only upon the effective date of the ordinance repealing Charter Ordinance No. 105. Prior to that date, the fees that are currently set by the City Council in Resolution R-95-549, dated November 28, 1995, shall remain in effect. Since the fees currently in effect are annual fees, the amounts shall be doubled for all biennial licenses issued upon the effective date of this ordinance.

No fee required by this chapter or any portion thereof shall be pro-rated or refunded for any reason except if, in the determination of the City Treasurer, the application of this section would result in a substantial and unfair burden upon the applicant.

SECTION 3. Section 4.16.154 of the Code of the City of Wichita is hereby amended to read as follows:

Temporary permits.

(a) A temporary permit shall allow the permit holder to offer for sale, sell and serve alcoholic liquor or cereal malt beverage for consumption on unlicensed premises, or on premises that are otherwise subject to a separate temporary permit that may be open to the public, subject to the terms of the permit.

(b) A temporary permit shall specify the premises for which such permit is issued and shall be issued only for premises as allowed by the Wichita-Sedgwick County Unified Zoning Code.

(c) A temporary permit shall be issued for a period of time not to exceed three consecutive days, the dates and hours of which will be specified in the permit. Not more than ~~four~~ 12 temporary permits may be issued to any one applicant in a calendar year. Provided, however, that, pursuant to K.S.A. 41-1201 and amendments thereto, the director may issue a temporary permit for a special event which, in the director's discretion, may last no more than 30 days in duration.

(d) A holder of a temporary permit is further authorized to engage in activities as allowed by Chapter 41, Article 12 of the Kansas Statutes Annotated and amendments thereto, including, but not limited to, providing samples of wine, beer, cereal malt beverage and distilled spirits, sales of alcohol liquor at a charitable auction and sales of one or more limited issue porcelain containers containing alcoholic liquor.

SECTION 4. The originals of Section 4.12.050, 4.16.060 and 4.16.154 are hereby repealed.

SECTION 5. 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 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 July 1, 2022

ORDINANCE NO. 51-884

AN ORDINANCE AMENDING SECTIONS 4.12.050, 4.16.060 AND 4.16.154 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO TEMPORARY PERMIT FEES FOR ALCOHOL SALES.

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

SECTION 1. Section 4.12.050 of the Code of the City of Wichita is hereby amended to read as follows:

"**Examination of applicant by the city council; issuance or denial of license or permit.**

If an application for a cereal malt beverage retailer license or a special event retailers' permit is in proper form and accompanied by the license fee the City Council shall examine the application and, after examination of the application, the City Council, if they approve the same, shall issue a license or permit to the applicant; provided

(a) That no cereal malt beverage retailer license or a special event retailers' permit shall be issued to:

(1) A person who is not a citizen of the United States;

(2) A person who, within two years immediately preceding the date of making application, has been convicted of, released from incarceration for or released from probation or parole for a felony or of any crime involving moral turpitude, drunkenness, or driving a motor vehicle while under the influence of intoxicating

liquor or drugs, violation of any other intoxicating liquor law of any city, state or of the United States;

(3) A partnership, unless all members of such partnership shall otherwise be qualified to obtain a license;

(4) A corporation, if any manager, officer or director thereof, or any stockholder owning in the aggregate more than 25% of the stock of such corporation would be ineligible to receive a license hereunder for any reason other than the citizenship requirement.

(5) A person whose place of business is conducted by a manager or agent, unless such manager or agent possesses the same qualifications required of the licensee;

(6) A person whose spouse would be ineligible to receive a retailer's license for any reason other than citizenship, requirements or age, except that this subsection shall not apply in determining eligibility for a renewal license;

(7) A person whose spouse has been convicted of a felony or other crime which would disqualify a person from licensure under this chapter and such felony or other crime was committed during the time that the spouse held a license under this chapter; and

(8) A person who has failed to pay any outstanding administrative penalty imposed pursuant to Section 4.12.090(c) or Section 4.16.095(d) of the City Code and amendments thereto.

(b) No license shall be issued for premises wherein the use thereof would be in violation of the city zoning laws or the city building codes or fire codes. Notwithstanding the provisions of this subsection, a license under this section shall be issued to a farm winery or producer

licensee who meets the requirements for a license and who is a registered agritourism operator as defined by state law, and such license shall not be denied on the basis of any zoning regulation or other regulation, ordinance or resolution of the City.

(c) The denial of a license or permit application shall be subject to the appeal process and provisions set forth in Section 4.12.090(c) and (d), except that the notice of appeal shall include the name and address of the appellant, the date of the license or permit application, the date of the denial of the application or permit and the factual basis for the appeal. The review conducted by the City Council shall be of the facts and circumstances of the license denial."

SECTION 2. Section 4.16.060 of the Code of the City of Wichita is hereby amended to read as follows:

"**License Applications; fees.**

(a) Application for all licenses required by this Chapter shall be upon forms provided by the City Treasurer's office and shall be filed with the City's Licensing Section. The applicant shall provide all information requested by such forms and pursuant to the provisions of this title.

(b) At the time application is made to the City Treasurer's office for a license pursuant to this section, the following fees shall accompany the application:

(1) Class A private club, any category $500.00

(fraternal/veterans; social, 500 members or less; social, over 500 members)

(2) Class B private club $500.00

(3) Drinking establishment, any category $500.00

(restaurant, entire hotel)

(4) Drinking establishment (any category)/caterer $500.00

(5) Caterer $500.00

(6) Temporary permit, per day $25.00

(maximum 3 consecutive days, 4 times per year, may be for duration of a Community Event)

Provided, however, this section shall become effective only upon the effective date of the ordinance repealing Charter Ordinance No. 105. Prior to that date, the fees that are currently set by the City Council in Resolution R-95-549, dated November 28, 1995, shall remain in effect. Since the fees currently in effect are annual fees, the amounts shall be doubled for all biennial licenses issued upon the effective date of this ordinance.

No fee required by this chapter or any portion thereof shall be pro-rated or refunded for any reason except if, in the determination of the City Treasurer, the application of this section would result in a substantial and unfair burden upon the applicant."

SECTION 3. Section 4.16.154 of the Code of the City of Wichita is hereby amended to read as follows:

"Temporary permits.

(a) A temporary permit shall allow the permit holder to offer for sale, sell and serve alcoholic liquor or cereal malt beverage for consumption on unlicensed premises, or on premises that are otherwise subject to a separate temporary permit that may be open to the public, subject to the terms of the permit.

(b) A temporary permit shall specify the premises for which such permit is issued and shall be issued only for premises as allowed by the Wichita-Sedgwick County Unified Zoning Code.

(c) A temporary permit shall be issued for a period of time not to exceed three consecutive days, the dates and hours of which will be specified in the permit. Not more than 12 temporary permits may be issued to any one applicant in a calendar year. Provided, however, that, pursuant to K.S.A. 41-1201 and amendments thereto, the director may issue a temporary permit for a special event which, in the director's discretion, may last no more than 30 days in duration.

(d) A holder of a temporary permit is further authorized to engage in activities as allowed by Chapter 41, Article 12 of the Kansas Statutes Annotated and amendments thereto, including, but not limited to, providing samples of wine, beer, cereal malt beverage and distilled spirits, sales of alcohol liquor at a charitable auction and sales of one or more limited issue porcelain containers containing alcoholic liquor."

SECTION 4. The originals of Sections 4.12.050, 4.16.060 and 4.16.154 are hereby repealed.

SECTION 5. 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 28th day of June, 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
June 21, 2022

TO: Mayor and City Council

SUBJECT: Amendments to Title 11 of the Code of the City of Wichita Pertaining to Driving Offenses

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Place the proposed ordinances on first reading and authorize all necessary signatures.

Background: Due to legislative changes and to correct recent codification errors, a number of ordinances in Title 11 regulating traffic offenses need to be amended by the City Council.

Analysis: Section 11.38.158 of the Code of the City of Wichita relating to transporting an open container of alcohol is amended to correct a codification error. The appropriate referenced code section defining "cereal malt beverage" is corrected.

Section 11.38.300 of the Code of the City of Wichita pertaining to license plates has been amended to include specific classifications of vehicles which may attach a license plate to either the front or back of the vehicle.

Section 11.37.070 of the Code of the City of Wichita pertaining to funeral processions has been amended to clarify the duties of drivers to yield to processions and for drivers who are part of the procession to proceed together (less than 300 feet apart) during the funeral procession.

Section 11.16.050 of the Code of the City of Wichita pertaining to obedience to police has been amended to require that actions be taken "knowingly" by drivers. This is consistent with recent state law amendments.

Financial Considerations: None.

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

Recommendations/Actions: It is recommended that the City Council place the proposed ordinances on first reading and authorize all necessary signatures.

Attachments: Clean and delineated ordinances for Sections 11.38.158, 11.38.300, 11.37.070 and 11.16.050.

OCA No.: _____

First Published in the *Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-885

AN ORDINANCE AMENDING SECTION 11.38.300 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO STATE LICENSE PLATE REQUIREMENTS.

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

SECTION 1. Section 11.38.300 of the Code of the City of Wichita is hereby amended to read as follows:

"State license plate required.

It is unlawful for any person to:

(a) Operate, or for the owner thereof to knowingly permit the operation, upon a street or highway of any vehicle which is not registered, or for which a certificate of title has not been issued or which does not have attached thereto and displayed thereon the license plate or plates assigned thereto by the division of motor vehicles for the current registration year, including any registration decal required to be affixed to any such license plate pursuant to K.S.A. 8-134, and amendments thereto, subject to the exemptions allowed in K.S.A. 8-135, 8-198 and 8-1751a and amendments thereto.

(b) Display, or cause or permit to be displayed, or to have in possession, any registration receipt, certificate of title, registration license plate or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection shall constitute a misdemeanor punishable by a fine of not less than one hundred dollars and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.

(c) Lend to or knowingly permit the use of, by one not entitled thereto, any registration receipt, certificate of title, registration license plate or registration decal issued to the person so lending or permitting the use thereof.

(d) Remove, conceal, alter, mask or deface the license number plate or plates, registration decal, or any other mark of identification upon any vehicle.

(e) Display any license plate assigned to the vehicle except as follows: The license plate assigned to the vehicle shall be attached to the rear thereof and shall be so displayed during the current registration year or years, and no Kansas registration plate for any other year shall appear on the front of the vehicle. Every license plate shall at all times be securely fastened to the vehicle to which it is assigned so as to prevent the plate from swinging, and at a height not less than twelve inches from the ground, measuring from the bottom of such plate, in a place and position to be clearly visible, and shall be maintained free from foreign materials and in a condition to be clearly legible.

The following classes of vehicles shall attach a license plate in the location or locations specifically stated:

1) The license plate issued for a truck tractor shall be attached to the front of the truck tractor;

2) The model year license plate issued for an antique vehicle or truck in accordance with K.S.A. 8-172, and amendments thereto, may be attached to the front of an antique vehicle;

3) A personalized license plate issued to a passenger vehicle or truck pursuant to K.S.A. 8-132(c), and amendments thereto, may be attached to the front of the passenger vehicle or truck;

4) The license plate issued for a motor vehicle used as a concrete mixer truck may be attached to either the front or rear of the vehicle; and

5) The license plate issued for a motor vehicle used as a dump truck with a gross weight of 26,000 pounds or more shall be attached to the front of the vehicle. The provisions of this paragraph shall not apply to such vehicle if such vehicle is registered as a farm truck.

(f) Carry or display a registered number plate or plates or registration decal upon any vehicle not lawfully issued for such vehicle.

Any person violating any of the provisions of paragraphs (a), (c), (d), (e) or (f) of this section shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than two thousand five hundred dollars, or by imprisonment for not less than thirty days nor more than six months, or by both such fine and imprisonment."

SECTION 2. The original of Section 11.38.300 is hereby repealed.

SECTION 3. This Ordinance shall take effect following its adoption and publication in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

OCA No.: _____

Delineated 6/2/2022

First Published in the *Wichita Eagle* on _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.38.300 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO STATE LICENSE PLATE REQUIREMENTS.

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

SECTION 1. Section 11.38.300 of the Code of the City of Wichita is hereby amended to read as follows:

"State license plate required.

It is unlawful for any person to:

(a) Operate, or for the owner thereof to knowingly permit the operation, upon a street or highway of any vehicle which is not registered, or for which a certificate of title has not been issued or which does not have attached thereto and displayed thereon the license plate or plates assigned thereto by the division of motor vehicles for the current registration year, including any registration decal required to be affixed to any such license plate pursuant to K.S.A. 8-134, and amendments thereto, subject to the exemptions allowed in K.S.A. 8-135, 8-198 and 8-1751a and amendments thereto.

(b) Display, or cause or permit to be displayed, or to have in possession, any registration receipt, certificate of title, registration license plate or registration decal knowing the same to be fictitious or to have been canceled, revoked, suspended or altered. A violation of this subsection shall constitute a misdemeanor punishable by a fine of not less than one hundred dollars and forfeiture of the item. A mandatory court appearance shall be required of any person violating this subsection.

(c) Lend to or knowingly permit the use of, by one not entitled thereto, any registration receipt, certificate of title, registration license plate or registration decal issued to the person so lending or permitting the use thereof.

(d) Remove, conceal, alter, mask or deface the license number plate or plates, registration decal, or any other mark of identification upon any vehicle.

(e) Display any license plate assigned to the vehicle except as follows: The license plate assigned to the vehicle shall be attached to the rear thereof and shall be so displayed during the current registration year or years, and no Kansas registration plate for any other year shall appear on the front of the vehicle. ~~except that the license plate issued for a truck tractor shall be attached to the front of the truck tractor~~. ~~If the vehicle has two personalized license plates issued pursuant to state law, one such plate shall be displayed on the rear of the vehicle and, at the option of the owner or lessee, the other license plate may be displayed on the front of the vehicle, except that no registration decal shall be issued for any plate affixed to the front of a vehicle pursuant to K.S.A. 8-134, and amendments thereto.~~ Every license plate shall at all times be securely fastened to the vehicle to which it is assigned so as to prevent the plate from swinging, and at a height not less than twelve inches from the ground, measuring from the bottom of such plate, in a place and position

to be clearly visible, and shall be maintained free from foreign materials and in a condition to be clearly legible.

The following classes of vehicles shall attach a license plate in the location or locations specifically stated:

1) The license plate issued for a truck tractor shall be attached to the front of the truck tractor;

2) The model year license plate issued for an antique vehicle or truck in accordance with K.S.A. 8-172, and amendments thereto, may be attached to the front of an antique vehicle;

3) A personalized license plate issued to a passenger vehicle or truck pursuant to K.S.A. 8-132(c), and amendments thereto, may be attached to the front of the passenger vehicle or truck;

4) The license plate issued for a motor vehicle used as a concrete mixer truck may be attached to either the front or rear of the vehicle; and

5) The license plate issued for a motor vehicle used as a dump truck with a gross weight of 26,000 pounds or more shall be attached to the front of the vehicle. The provisions of this paragraph shall not apply to such vehicle if such vehicle is registered as a farm truck.

(f) Carry or display a registered number plate or plates or registration decal upon any vehicle not lawfully issued for such vehicle.

Any person violating any of the provisions of paragraphs (a), (c), (d), (e) or (f) of this section shall be deemed guilty of a misdemeanor and shall be punished by a fine of not more than two thousand five hundred dollars, or by imprisonment for not less than thirty days nor more than six months, or by both such fine and imprisonment."

SECTION 2. The original of Section 11.38.300 is hereby repealed.

SECTION 3. This Ordinance shall take effect following its adoption and publication in the official City newspaper.

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

OCA _____

First Published in *The Wichita Eagle* on July 1, 2022

CLEAN 6/7/2022

ORDINANCE NO. 51-886

AN ORDINANCE AMENDING SECTION 11.38.158 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO TRANSPORTATION OF ALCOHLIC BEVERAGES IN OPENED CONTAINERS UPON A HIGHWAY OR STREET

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

SECTION 1. Section 11.38.158 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Transportation of alcoholic beverages in opened containers upon a highway or street unlawful; exceptions; report of prior convictions.

(a) As used in this section, "alcoholic beverage" means any alcoholic liquor, as defined by Section 4.04.010(b) of the Code of the City of Wichita and amendments thereto, or any cereal malt beverage, as defined by Section 4.04.010(i) of the Code of the City of Wichita and amendments thereto.

(b) No person shall transport in any vehicle upon a public highway, street or alley, within the corporate limits of the city, any alcoholic beverage unless such beverage is:

(1) In the original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed;

(2) (A) In the locked rear trunk or rear compartment, or any locked outside compartment which is not accessible to any person in the vehicle while it is in motion; or

(B) If a motor vehicle is not equipped with a trunk, behind the last upright seat or in an area not normally occupied by the driver or a passenger; or

(3) In the exclusive possession of a passenger in a vehicle which is a recreational vehicle, as defined by Section 11.04.271 of the Code of the City of Wichita and amendments thereto, or a bus, as defined by Section 11.04.025 of the Code of the City of Wichita and amendments thereto, who is not in the driving compartment of such vehicle or who is in a portion of such vehicle from which the driver is not directly accessible.

(c) Violation of this section is a misdemeanor punishable by a fine of not more than $200 or by imprisonment for not more than six months, or both.

(d) Except as provided in subsection (f) upon conviction or adjudication of a second or subsequent violation of this section, the judge, in addition to any other penalty or disposition ordered pursuant to law, shall suspend the person's driver's license or privilege to operate a motor vehicle on the streets and highways of this state for one year.

(e) Upon suspension of a license pursuant to this section, the court shall require the person to surrender the license to the court, which shall transmit the license to the

division of motor vehicles of the department of revenue, to be retained until the period of suspension expires. At that time, the licensee may apply to the division for return of the license. If the license has expired, the person may apply for a new license, which shall be issued promptly upon payment of the proper fee and satisfaction of other conditions established by law for obtaining a license unless another suspension or revocation of the person's privilege to operate a motor vehicle is in effect.

(f) As used in this section, "highway" and "street" have the meanings provided by Section 11.04.355 of the Code of the City of Wichita and amendments thereto.

(g) In lieu of suspending the driver's license or privilege to operate a motor vehicle on the highways of this state of any person convicted of violating this section, as provided in subsection (d), the judge of the court in which such person was convicted may enter an order which places conditions on such person's privilege of operating a motor vehicle on the highways of this state, a certified copy of which such person shall be required to carry any time such person is operating a motor vehicle on the highways of this state. Any such order shall prescribe the duration of the conditions imposed, which in no event shall be for a period of more than one year for a second violation.

Upon entering an order restricting a person's license hereunder, the judge shall require such person to surrender such person's driver's license to the judge who shall cause it to be transmitted to the division of vehicles, together with a copy of the order. Upon receipt thereof, the division of vehicles shall issue without charge a driver's license which shall indicate on its face that conditions have been imposed on such person's privilege of operating a motor vehicle and that a

certified copy of the order imposing such conditions is required to be carried by the person for whom the license was issued any time such person is operating a motor vehicle on the highways of this state. If the person convicted is a nonresident, the judge shall cause a copy of the order to be transmitted to the division and the division shall forward a copy of it to the motor vehicle administrator, of such person's state of residence. Such judge shall furnish to any person whose driver's license has had conditions imposed on it under this section a copy of the order, which shall be recognized as a valid Kansas driver's license until such time as the division shall issue the restricted license provided for in this section.

Upon expiration of the period of time for which conditions are imposed pursuant to this subsection, the licensee may apply to the division for the return of the license previously surrendered by such licensee. In the event such license has expired, such person may apply to the division for a new license, which shall be issued immediately by the division upon payment of the proper fee and satisfaction of the other conditions established by law, unless such person's privilege to operate a motor vehicle on the highways of this state has been suspended or revoked prior thereto. If any person shall violate any of the conditions imposed under this subsection, such person's driver's license or privilege to operate a motor vehicle on the highways of this state shall be revoked for a period of not less than 60 days nor more than one year by the judge of the court in which such person is convicted of violating such conditions.

(h) It shall be an affirmative defense to any prosecution under this section that an occupant of the vehicle other than the defendant was in exclusive possession of the alcoholic liquor.

(i) The court shall report to the division every conviction of a violation of this section or of a city ordinance or county resolution that prohibits the acts prohibited by this

section. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.

(j) For the purpose of determining whether a conviction is a first, second or subsequent conviction in sentencing under this section:

(1) "Conviction" includes being convicted of a violation of an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits;

(2) Only convictions occurring in the immediately preceding five years, including prior to the effective date of this act, shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second or subsequent offender, whichever is applicable; and

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense."

SECTION 2. The original of Section 11.38.158 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

OCA _____

First Published in *The Wichita Eagle* on _____

DELINEATED 6/7/2022

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.38.158 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO TRANSPORTATION OF ALCOHLIC BEVERAGES IN OPENED CONTAINERS UPON A HIGHWAY OR STREET

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

SECTION 1. Section 11.38.158 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Transportation of alcoholic beverages in opened containers upon a highway or street unlawful; exceptions; report of prior convictions.

(a) As used in this section, "alcoholic beverage" means any alcoholic liquor, as defined by Section 4.04.010(b) of the Code of the City of Wichita and amendments thereto, or any cereal malt beverage, as defined by Section ~~4.04.010(h)~~ 4.04.010(i) of the Code of the City of Wichita and amendments thereto.

(b) No person shall transport in any vehicle upon a public highway, street or alley, within the corporate limits of the city, any alcoholic beverage unless such beverage is:

(1) In the original unopened package or container, the seal of which has not been broken and from which the original cap, cork or other means of closure has not been removed;

(2) (A) In the locked rear trunk or rear compartment, or any locked outside compartment which is not accessible to any person in the vehicle while it is in motion; or

(B) If a motor vehicle is not equipped with a trunk, behind the last upright seat or in an area not normally occupied by the driver or a passenger; or

(3) In the exclusive possession of a passenger in a vehicle which is a recreational vehicle, as defined by Section 11.04.271 of the Code of the City of Wichita and amendments thereto, or a bus, as defined by Section 11.04.025 of the Code of the City of Wichita and amendments thereto, who is not in the driving compartment of such vehicle or who is in a portion of such vehicle from which the driver is not directly accessible.

(c) Violation of this section is a misdemeanor punishable by a fine of not more than $200 or by imprisonment for not more than six months, or both.

(d) Except as provided in subsection (f) upon conviction or adjudication of a second or subsequent violation of this section, the judge, in addition to any other penalty or disposition ordered pursuant to law, shall suspend the person's driver's license

or privilege to operate a motor vehicle on the streets and highways of this state for one year.

(e) Upon suspension of a license pursuant to this section, the court shall require the person to surrender the license to the court, which shall transmit the license to the division of motor vehicles of the department of revenue, to be retained until the period of suspension expires. At that time, the licensee may apply to the division for return of the license. If the license has expired, the person may apply for a new license, which shall be issued promptly upon payment of the proper fee and satisfaction of other conditions established by law for obtaining a license unless another suspension or revocation of the person's privilege to operate a motor vehicle is in effect.

(f) As used in this section, "highway" and "street" have the meanings provided by Section 11.04.355 of the Code of the City of Wichita and amendments thereto.

(g) In lieu of suspending the driver's license or privilege to operate a motor vehicle on the highways of this state of any person convicted of violating this section, as provided in subsection (d), the judge of the court in which such person was convicted may enter an order which places conditions on such person's privilege of operating a motor vehicle on the highways of this state, a certified copy of which such person shall be required to carry any time such person is operating a motor vehicle on the highways of this state. Any such order shall prescribe the duration of the conditions imposed, which in no event shall be for a period of more than one year for a second violation.

Upon entering an order restricting a person's license hereunder, the judge shall require such person to surrender such person's driver's license to the judge who shall cause it to be transmitted to the division of vehicles, together with a copy of the order. Upon receipt thereof, the division of vehicles shall issue without charge a driver's license which shall indicate on its face that conditions have been imposed on such person's privilege of operating a motor vehicle and that a certified copy of the order imposing such conditions is required to be carried by the person for whom the license was issued any time such person is operating a motor vehicle on the highways of this state. If the person convicted is a nonresident, the judge shall cause a copy of the order to be transmitted to the division and the division shall forward a copy of it to the motor vehicle administrator, of such person's state of residence. Such judge shall furnish to any person whose driver's license has had conditions imposed on it under this section a copy of the order, which shall be recognized as a valid Kansas driver's license until such time as the division shall issue the restricted license provided for in this section.

Upon expiration of the period of time for which conditions are imposed pursuant to this subsection, the licensee may apply to the division for the return of the license previously surrendered by such licensee. In the event such license has expired, such person may apply to the division for a new license, which shall be issued immediately by the division upon payment of the proper fee and satisfaction of the other conditions established by law, unless such person's privilege to operate a motor vehicle on the highways of this state has been suspended or revoked prior thereto. If any person shall violate any of the conditions imposed under this subsection, such person's driver's license or privilege to operate a motor vehicle on the highways of this state shall be revoked for a period of not less than 60 days nor more than one year by the judge of the court in which such person is convicted of violating such conditions.

(h) It shall be an affirmative defense to any prosecution under this section that an occupant of the vehicle other than the defendant was in exclusive possession of the alcoholic liquor.

(i) The court shall report to the division every conviction of a violation of this section or of a city ordinance or county resolution that prohibits the acts prohibited by this section. Prior to sentencing under the provisions of this section, the court shall request and shall receive from the division a record of all prior convictions obtained against such person for any violations of any of the motor vehicle laws of this state.

(j) For the purpose of determining whether a conviction is a first, second or subsequent conviction in sentencing under this section:

(1) "Conviction" includes being convicted of a violation of an ordinance of any city, or resolution of any county, which prohibits the acts that this section prohibits;

(2) Only convictions occurring in the immediately preceding five years, including prior to the effective date of this act, shall be taken into account, but the court may consider other prior convictions in determining the sentence to be imposed within the limits provided for a first, second or subsequent offender, whichever is applicable; and

(3) It is irrelevant whether an offense occurred before or after conviction for a previous offense."

SECTION 2. The original of Section 11.38.158 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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

OCA No.: _____

First Published in the *Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-887

AN ORDINANCE AMENDING SECTION 11.37.070 AND CREATING SECTION 11.37.100 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO TRAFFIC REGULATIONS FOR FUNERAL PROCESSIONS.

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

SECTION 1. Section 11.37.070 of the Code of the City of Wichita is hereby amended to read as follows:

"Funeral processions – Right-of-way, exceptions.

(a) Each vehicle which is participating in a lawfully escorted funeral procession and is identified by lighted headlamps and flashing vehicle hazard warning lamps as required by this chapter shall have the right-of-way over all other vehicles at any intersection, regardless of official traffic control devices. However, no driver in a funeral procession shall proceed through a red light or operate contrary to any traffic control device unless directed to do so by the authorized funeral escort(s).

(b) Drivers of vehicles in funeral processions shall yield the right-of-way to all other emergency vehicles as required by law, and further, shall at all times be subject to and obey the lawful order of any police officer.

(c) Operators of vehicles in a funeral procession shall exercise due care when participating in a funeral procession and avoid colliding with any other vehicle or pedestrian in accordance with K.S.A. 8-1535 and amendments thereto; and

(d) Operators of vehicles in a funeral procession shall not have the right-of-way at an intersection if the vehicle is more than 300 feet behind the immediately preceding vehicle in the funeral procession."

SECTION 2. Section 11.37.100 of the Code of the City of Wichita is hereby created to read as follows:

"Funeral processions – distance.

All vehicles in a funeral procession shall follow the proceeding vehicle in the funeral procession as closely as is practical and safe."

SECTION 3. The original of Section 11.37.070 is hereby repealed.

SECTION 4. This ordinance shall take effect following its adoption and publication in the official City newspaper.

PASSED by the governing body of the City of Wichita, Kansas, this 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

OCA No.: _____

Delineated 6/2/2022

First Published in the *Wichita Eagle* on _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.37.070 AND CREATING SECTION 11.37.100 OF THE CODE OF THE CITY OF WICHITA PERTAINING TO TRAFFIC REGULATIONS FOR FUNERAL PROCESSIONS.

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

SECTION 1. Section 11.37.070 of the Code of the City of Wichita is hereby amended to read as follows:

"Funeral processions – Right-of-way, exceptions.

(a) Each vehicle which is participating in a lawfully escorted funeral procession and is identified by lighted headlamps and flashing vehicle hazard warning lamps as required by this chapter shall have the right-of-way over all other vehicles at any intersection, regardless of official traffic control devices. However, no driver in a funeral procession shall proceed through a red light or operate contrary to any traffic control device unless directed to do so by the authorized funeral escort(s).

(b) Drivers of vehicles in funeral processions shall yield the right-of-way to all other emergency vehicles as required by law, and further, shall at all times be subject to and obey the lawful order of any police officer.

(c) Operators of vehicles in a funeral procession shall exercise due care when participating in a funeral procession and avoid colliding with any other vehicle or pedestrian in accordance with K.S.A. 8-1535 and amendments thereto; and

(d) Operators of vehicles in a funeral procession shall not have the right-of-way at an intersection if the vehicle is more than 300 feet behind the immediately preceding vehicle in the funeral procession."

SECTION 2. Section 11.37.100 of the Code of the City of Wichita is hereby created to read as follows:

"Funeral processions – distance.

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SECTION 3. The original of Section 11.37.070 is hereby repealed.

SECTION 4. This ordinance shall take effect following its adoption and publication in the official City newspaper.

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

ORG. No.: _____

First Published in the *Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-888

AN ORDINANCE AMENDING SECTION 11.16.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO OBEDIENCE TO POLICE.

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

SECTION 1. Section 11.16.050 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Obedience to police required.

(a) No person shall knowingly fail or refuse to comply with any lawful order or direction of any police officer or Community Service Officer of this city vested by law with authority to direct, control or regulate traffic and shall be guilty as provided by subsection (d)(1).

(b) No person shall disobey or drive around any traffic cones, or other traffic marking or directional devices, or an occupied or unoccupied police vehicle that is utilizing its emergency or hazard lights and has been placed in a position as to block vehicles from proceeding through a lane of traffic, an accident scene, fire scene, crime scene or any other official law enforcement activity.

(c) (1) Any driver of a motor vehicle who knowingly fails or refuses to bring such driver's vehicle to a stop for a pursuing police vehicle or police bicycle, when given visual or audible signal to bring the vehicle to a stop, shall be guilty as provided by subsection (d)(2).

(2) Any driver of a motor vehicle who knowingly otherwise flees or attempts to elude a pursuing police vehicle or police bicycle, when given visual or audible signal to bring the vehicle to a stop, shall be guilty as provided by subsection (d)(2).

(3) It shall be an affirmative defense to any prosecution under subsection (c)(1) that the driver's conduct in violation of such paragraph was caused by such driver's reasonable belief that the vehicle or bicycle pursuing such driver's vehicle is not a police vehicle or police bicycle.

(d) (1) Every person convicted of violating subsections (a) and (b) is guilty of a misdemeanor and shall be punished in the manner provided in Section 1.04.060 of this Code.

(2) Every person convicted of violating sub-section (c) is guilty of a misdemeanor and a first conviction is punishable by a maximum term of 6 months in jail, a $1,000 fine, or a combination of both. A second conviction is punishable by a maximum term of 12 months jail, a $2,500 fine, or a combination of both.

(e) The signal given by the police officer may be by hand, voice, emergency light or siren:

(1) If the officer giving such signal is within or upon an official police vehicle or police bicycle at the time the signal is given, the vehicle or bicycle shall be appropriately marked showing it to be an official police vehicle or police bicycle; or

(2) If the officer giving such signal is not utilizing an official police vehicle or police bicycle at the time the signal is given, the officer shall be in uniform, prominently displaying such officer's badge of office at the time the signal is given.

(f) For the purpose of this section:

(1) "Conviction" means a final conviction without regard to whether sentence was suspended or probation granted after such conviction. Forfeiture of bail, bond or collateral deposited to secure a defendant's appearance in court, which forfeiture has not been vacated, shall be equivalent to a conviction. For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section it is irrelevant whether an offense occurred before or after conviction for a previous offense.

(2) "Appropriately marked" official police vehicle or police bicycle shall include, but not be limited to, any police vehicle or bicycle equipped with functional emergency lights or siren or both and which the emergency lights or siren or both have been activated for the purpose of signaling a driver to stop a motor vehicle."

SECTION 2. The original of Section 11.16.050 is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

ORG. No.: _____

Delineated 6/03/2022

First Published in the *Wichita Eagle* on _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11.16.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO OBEDIENCE TO POLICE.

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

SECTION 1. Section 11.16.050 of the Code of the City of Wichita, Kansas is hereby amended to read as follows:

"Obedience to police required.

(a) No person shall ~~willfully~~ knowingly fail or refuse to comply with any lawful order or direction of any police officer or Community Service Officer of this city vested by law with authority to direct, control or regulate traffic and shall be guilty as provided by subsection (d)(1).

(b) No person shall disobey or drive around any traffic cones, or other traffic marking or directional devices, or an occupied or unoccupied police vehicle that is utilizing its emergency or hazard lights and has been placed in a position as to block vehicles from proceeding through a lane of traffic, an accident scene, fire scene, crime scene or any other official law enforcement activity.

(c) (1) Any driver of a motor vehicle who ~~willfully~~ knowingly fails or refuses to bring such driver's vehicle to a stop for a pursuing police vehicle or police bicycle, when given visual or audible signal to bring the vehicle to a stop, shall be guilty as provided by subsection (d)(2).

(2) Any driver of a motor vehicle who ~~willfully~~ knowingly otherwise flees or attempts to elude a pursuing police vehicle or police bicycle, when given visual or audible signal to bring the vehicle to a stop, shall be guilty as provided by subsection (d)(2).

(3) It shall be an affirmative defense to any prosecution under subsection (c)(1) that the driver's conduct in violation of such paragraph was caused by such driver's reasonable belief that the vehicle or bicycle pursuing such driver's vehicle is not a police vehicle or police bicycle.

(d) (1) Every person convicted of violating subsections (a) and (b) is guilty of a misdemeanor and shall be punished in the manner provided in Section 1.04.060 of this Code.

(2) Every person convicted of violating sub-section (c) is guilty of a misdemeanor and a first conviction is punishable by a maximum term of 6 months in jail, a $1,000 fine, or a combination of both. A second conviction is punishable by a maximum term of 12 months jail, a $2,500 fine, or a combination of both.

(e) The signal given by the police officer may be by hand, voice, emergency light or siren:

(1) If the officer giving such signal is within or upon an official police vehicle or police bicycle at the time the signal is given, the vehicle or bicycle shall be appropriately marked showing it to be an official police vehicle or police bicycle; or

(2) If the officer giving such signal is not utilizing an official police vehicle or police bicycle at the time the signal is given, the officer shall be in uniform, prominently displaying such officer's badge of office at the time the signal is given.

(f) For the purpose of this section:

(1) "Conviction" means a final conviction without regard to whether sentence was suspended or probation granted after such conviction. Forfeiture of bail, bond or collateral deposited to secure a defendant's appearance in court, which forfeiture has not been vacated, shall be equivalent to a conviction. For the purpose of determining whether a conviction is a first, second, third or subsequent conviction in sentencing under this section it is irrelevant whether an offense occurred before or after conviction for a previous offense.

(2) "Appropriately marked" official police vehicle or police bicycle shall include, but not be limited to, any police vehicle or bicycle equipped with functional emergency lights or siren or both and which the emergency lights or siren or both have been activated for the purpose of signaling a driver to stop a motor vehicle."

SECTION 2. The original of Section 11.16.050 is hereby repealed.

SECTION 3. 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

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Amendments to Titles 1, 3 and 5 of the Code of the City of Wichita Pertaining to Criminal Offenses

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Place the proposed ordinances on first reading and authorize all necessary signatures.

Background: Due to legislative changes, United States Supreme Court rulings and to correct recent codification errors, ordinances in Titles 1, 3 and 5 of the Code of the City of Wichita relating to criminal conduct need to be amended by the City Council.

Section 1.06.010 contains definitions used throughout the City Code. The definition of "domestic offense" is amended to include threatened acts of violence. These changes would bring the ordinances into compliance with state statutes.

Section 3.30.075 regulates club owner's responsibilities to disperse patrons from their facilities at closing time. The amendment corrects a concern regarding the language utilized in the ordinance that it did not clearly provide hours in which patrons could not be inside of a club.

Section 5.26.005 contains definitions for drug related offenses. The amendments add additional language recently adopted by the Kansas Legislature that possession of a drug must be a "willful" action. Additionally, exceptions to what substances constitute marijuana, which are contained in the state statutes, are added to the city's ordinances.

Section 5.42.080, relating to the temporary deprivation of property is amended to create a separate charge for the unauthorized use of a motor vehicle. The current ordinance provides for an enhanced penalty for these actions but does not include a separate criminal offense for these types of criminal acts.

Section 5.68.220 relates to the crime of sexual battery. In 2021, the Kansas Legislature amended the sexual battery statute. Prior to the amendment, the statute only applied to a victim "who is not the spouse of the offender." The previous statute denied spouses protection from the illegal act of sexual battery. The amendment will bring the ordinance into compliance with state law.

Section 5.68.200 relates to the crime of sodomy. No charges have been filed for a violation of the ordinance since 2013. The proposed amendment would repeal this code section. The current ordinance prohibits certain sexual acts only in relation to acts between members of the same sex and sex with an animal. The United States Supreme Court in Lawrence v Texas, 539 U.S. 558 (2003) held that laws which only apply to actions by members of the same sex are unconstitutional. Repeal of the ordinance would allow these criminal acts to be charged in the Sedgwick County District Court by the District Attorney. Repeal would not affect the City's ability to continue to prosecute cases for the sale or purchase of sodomy/sexual relations.

Analysis: The proposed amendments will bring the ordinances into compliance with state and federal laws.

Financial Considerations: None.

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

Recommendations/Actions: It is recommended that the City Council place the proposed ordinances on first reading and authorize all necessary signatures.

Attachments: Clean and delineated ordinances.

Org No. _____

First Published in *The Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-889

AN ORDINANCE AMENDING SECTION 5.26.005 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRUGS.

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

SECTION 1. Section 5.26.005 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions.

As used in this Chapter, the following terms shall have the following meanings:

(a) *'Controlled substance'* means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.

(b) (1) *'Controlled substance analog'* means a substance that is intended for human consumption, and:

(A) The chemical structure of which is substantially similar to the chemical structure of a controlled substance listed in or added to the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto;

(B) which has a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto; or

(C) with respect to a particular individual, which the individual represents or intends to have a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto.

(2) *'Controlled substance analog'* does not include:

(A) A controlled substance;

(B) A substance for which there is an approved new drug application; or

(C) A substance with respect to which an exemption is in effect for investigational use by a particular person under Section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) to the extent conduct with respect to the substance is permitted by the exemption.

(c) *'Cultivate'* means the planting or promotion of growth of five or more plants which contain or can produce controlled substances.

(d) *'Distribute' means* the actual, constructive or attempted transfer from one person to another of some item whether or not there is an agency relationship. 'Distribute' includes, but is not limited to, sale, offer for sale or any act that causes some item

to be transferred from one person to another. 'Distribute' does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the Pharmacy Act of the State of Kansas, the Uniform Controlled Substances Act, or otherwise authorized by law.

(e) *'Drug' means*:

(1) Substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any supplement to any of them;

(2) Substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in man or animals;

(3) Substances, other than food, intended to affect the structure or any function of the body of man or animals; and

(4) Substances intended for use as a component of any article specified in paragraph (1), (2) or (3). It does not include devices or their components, parts or accessories.

(f) *'Drug paraphernalia'* means all equipment and materials of any kind which are used, or primarily intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance and in violation of this act. 'Drug paraphernalia' shall include, but is not limited to:

(1) Kits used or intended for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived;

(2) Kits used or intended for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;

(3) Isomerization devices used or intended for use in increasing the potency of any species of plant which is a controlled substance;

(4) Testing equipment used or intended for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances;

(5) Scales and balances used or intended for use in weighing or measuring controlled substances;

(6) Diluents and adulterants, including, but not limited to, quinine hydrochloride, mannitol, mannite, dextrose and lactose, which are used or intended for use in cutting controlled substances;

(7) Separation gins and sifters used or intended for use in removing twigs and seeds from or otherwise cleaning or refining marijuana;

(8) Blenders, bowls, containers, spoons and mixing devices used or intended for use in compounding controlled substances;

(9) Capsules, balloons, envelopes, bags and other containers used or intended for use in packaging small quantities of controlled substances;

(10) Containers and other objects used or intended for use in storing or concealing controlled substances;

(11) Hypodermic syringes, needles and other objects used or intended for use in parenterally injecting controlled substances into the human body;

(12) Objects used or primarily intended or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish, hashish oil, phencyclidine (PCP), methamphetamine or amphetamine into the human body, such as:

(A) metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;

(B) water pipes, bongs or smoking pipes designed to draw smoke through water or another cooling device;

(C) carburetion pipes, glass or other heat resistant tubes or any other device used or intended to be used, designed to be used to cause vaporization of a controlled substance for inhalation;

(D) smoking and carburetion masks;

(E) roach clips, objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;

(F) miniature cocaine spoons and cocaine vials;

(G) chamber smoking pipes;

(H) carburetor smoking pipes;

(I) electric smoking pipes;

(J) air-driven smoking pipes;

(K) chillums;

(L) bongs;

(M) ice pipes or chillers;

(N) any smoking pipe manufactured to disguise its intended purpose;

(O) wired cigarette papers; or

(P) cocaine freebase kits.

Drug paraphernalia shall not include any products, chemicals or materials described in K.S.A. 21-5709(a) and amendments thereto.

(g) *'Immediate precursor'* means a substance which the State board of pharmacy has found to be and by rules and regulations designates as being the principal compound commonly used or produced primarily for use and which is an immediate chemical intermediary used or likely to be used in the manufacture of a controlled substance, the control of which is necessary to prevent, curtail or limit manufacture.

(h) *'Highway' means* the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(i) *'Isomer'* means all *enantiomers* and diastereomers.

(j) *'Marijuana'* means all parts of all varieties of the plant Cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin.

'Marijuana' does not include:

(1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil or cake or the sterilized seed of the plant which is incapable of germination;

(2) any substance listed in Schedules II through V of the Uniform Controlled Substances Act;

(3) cannabidiol (other trade name: 2-[(3-methyl-6-(1-methylethenyl)-2-cyclohexen-1-yl]-5-pentyl-1,3-benzenediol); or

(4) industrial hemp as defined in K.S.A. 2021 Supp. 2-3901, and amendments thereto, when cultivated, produced, possessed or used for activities authorized by the Commercial Industrial Hemp Act.

(k) *'Narcotic drug'* means *any* of the following whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) Opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) Any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of the substances referred to in paragraph (1) but not including the isoquinoline alkaloids of opium;

(3) Opium poppy and poppy straw;

(4) Coca leaves and any salt, compound, derivative or preparation of coca leaves and any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions of coca leaves which do not contain cocaine or ecgonine.

(l) *'Opiate'* means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. 'Opiate' does not include, unless specifically designated as controlled under K.S.A. 65-4102, and amendments thereto, the dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts (dextromethorphan). 'Opiate' does include its racemic and levorotatory forms.

(m) *'Opium poppy'* means the *plant* of the species Papaver somniferum l. except its seeds.

(n) *'Or circumstances where one reasonably should know'* that an item will be used in violation of this section, shall include, but not be limited to, the following:

(1) Actual knowledge from prior experience or statements by customers;

(2) Inappropriate or impractical design for alleged legitimate use;

(3) Receipt of packaging material, advertising information or other manufacturer supplied information regarding the item's use as drug paraphernalia; or

(4) Receipt of a written warning from a law enforcement or prosecutorial agency having jurisdiction that the item has been previously determined to have been designed specifically for use as drug paraphernalia.

(o) *'Person'* means individual, *corporation*, government or governmental subdivision or agency, business trust, estate, trust, partnership, association or any other legal entity.

(p) *'Poppy straw'* means all *parts*, except the seeds, of the opium poppy, after mowing.

(q) *'Possession'* means knowingly having joint or exclusive control over an item with knowledge of and intent to have such control or knowingly keeping some item in a place where the person has some measure of access and right of control.

(r) *'Simulated controlled substance'* means any product which identifies itself by a common name or slang term associated with a controlled substance and which indicates on its label or accompanying promotional material that the product simulates the effect of a controlled substance.

(s) *'Street'* means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic."

SECTION 2. The original of Section 5.26.005 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

Org No. _____

Delineated 6/10/2022

First Published in *The Wichita Eagle* on _____

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 5.26.005 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRUGS.

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

SECTION 1. Section 5.26.005 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions.

As used in this Chapter, the following terms shall have the following meanings:

(a) *'Controlled substance'* means any drug, substance or immediate precursor included in any of the schedules designated in K.S.A. 65-4105, 65-4107, 65-4109, 65-4111 and 65-4113, and amendments thereto.

(b) (1) *'Controlled substance analog'* means a substance that is intended for human consumption, and:

(A) The chemical structure of which is substantially similar to the chemical structure of a controlled substance listed in or added to the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto;

(B) which has a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto; or

(C) with respect to a particular individual, which the individual represents or intends to have a stimulant, depressant or hallucinogenic effect on the central nervous system substantially similar to the stimulant, depressant or hallucinogenic effect on the central nervous system of a controlled substance included in the schedules designated in K.S.A. 65-4105 or 65-4107, and amendments thereto.

(2) *'Controlled substance analog'* does not include:

(A) A controlled substance;

(B) A substance for which there is an approved new drug application; or

(C) A substance with respect to which an exemption is in effect for investigational use by a particular person under Section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) to the extent conduct with respect to the substance is permitted by the exemption.

(c) *'Cultivate'* means the planting or promotion of growth of five or more plants which contain or can produce controlled substances.

(d) *'Distribute' means* the actual, constructive or attempted transfer from one person to another of some item whether or not there is an agency relationship. 'Distribute' includes, but is not limited to, sale, offer for sale or any act that causes some item

to be transferred from one person to another. 'Distribute' does not include acts of administering, dispensing or prescribing a controlled substance as authorized by the Pharmacy Act of the State of Kansas, the Uniform Controlled Substances Act, or otherwise authorized by law.

(e) *'Drug' means*:

(1) Substances recognized as drugs in the official United States pharmacopoeia, official homeopathic pharmacopoeia of the United States or official national formulary or any supplement to any of them;

(2) Substances intended for use in the diagnosis, cure, mitigation, treatment or prevention of disease in man or animals;

(3) Substances, other than food, intended to affect the structure or any function of the body of man or animals; and

(4) Substances intended for use as a component of any article specified in paragraph (1), (2) or (3). It does not include devices or their components, parts or accessories.

(f) *'Drug paraphernalia'* means all equipment and materials of any kind which are used, or primarily intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance and in violation of this act. 'Drug paraphernalia' shall include, but is not limited to:

(1) Kits used or intended for use in planting, propagating, cultivating, growing or harvesting any species of plant which is a controlled substance or from which a controlled substance can be derived;

(2) Kits used or intended for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances;

(3) Isomerization devices used or intended for use in increasing the potency of any species of plant which is a controlled substance;

(4) Testing equipment used or intended for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances;

(5) Scales and balances used or intended for use in weighing or measuring controlled substances;

(6) Diluents and adulterants, including, but not limited to, quinine hydrochloride, mannitol, mannite, dextrose and lactose, which are used or intended for use in cutting controlled substances;

(7) Separation gins and sifters used or intended for use in removing twigs and seeds from or otherwise cleaning or refining marijuana;

(8) Blenders, bowls, containers, spoons and mixing devices used or intended for use in compounding controlled substances;

(9) Capsules, balloons, envelopes, bags and other containers used or intended for use in packaging small quantities of controlled substances;

(10) Containers and other objects used or intended for use in storing or concealing controlled substances;

(11) Hypodermic syringes, needles and other objects used or intended for use in parenterally injecting controlled substances into the human body;

(12) Objects used or primarily intended or designed for use in ingesting, inhaling or otherwise introducing marijuana, cocaine, hashish, hashish oil, phencyclidine (PCP), methamphetamine or amphetamine into the human body, such as:

(A) metal, wooden, acrylic, glass, stone, plastic or ceramic pipes with or without screens, permanent screens, hashish heads or punctured metal bowls;

(B) water pipes, bongs or smoking pipes designed to draw smoke through water or another cooling device;

(C) carburetion pipes, glass or other heat resistant tubes or any other device used or intended to be used, designed to be used to cause vaporization of a controlled substance for inhalation;

(D) smoking and carburetion masks;

(E) roach clips, objects used to hold burning material, such as a marijuana cigarette, that has become too small or too short to be held in the hand;

(F) miniature cocaine spoons and cocaine vials;

(G) chamber smoking pipes;

(H) carburetor smoking pipes;

(I) electric smoking pipes;

(J) air-driven smoking pipes;

(K) chillums;

(L) bongs;

(M) ice pipes or chillers;

(N) any smoking pipe manufactured to disguise its intended purpose;

(O) wired cigarette papers; or

(P) cocaine freebase kits.

Drug paraphernalia shall not include any products, chemicals or materials described in K.S.A. 21-5709(a) and amendments thereto.

(g) *'Immediate precursor'* means a substance which the State board of pharmacy has found to be and by rules and regulations designates as being the principal compound commonly used or produced primarily for use and which is an immediate chemical intermediary used or likely to be used in the manufacture of a controlled substance, the control of which is necessary to prevent, curtail or limit manufacture.

(h) *'Highway' means* the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular travel.

(i) *'Isomer'* means all *enantiomers* and diastereomers.

(j) *'Marijuana'* means all parts of all varieties of the plant Cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin.

'Marijuana' does not include:

(1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil or cake or the sterilized seed of the plant which is incapable of germination;

(2) any substance listed in Schedules II through V of the Uniform Controlled Substances Act;

(3) cannabidiol (other trade name: 2-[(3-methyl-6-(1-methylethenyl)-2-cyclohexen-1-yl]-5-pentyl-1,3-benzenediol); or

(4) industrial hemp as defined in K.S.A. 2021 Supp. 2-3901, and amendments thereto, when cultivated, produced, possessed or used for activities authorized by the Commercial Industrial Hemp Act.

(k) *'Narcotic drug'* means *any* of the following whether produced directly or indirectly by extraction from substances of vegetable origin or independently by means of chemical synthesis or by a combination of extraction and chemical synthesis:

(1) Opium and opiate and any salt, compound, derivative or preparation of opium or opiate;

(2) Any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of the substances referred to in paragraph (1) but not including the isoquinoline alkaloids of opium;

(3) Opium poppy and poppy straw;

(4) Coca leaves and any salt, compound, derivative or preparation of coca leaves and any salt, compound, isomer, derivative or preparation thereof which is chemically equivalent or identical with any of these substances, but not including decocainized coca leaves or extractions of coca leaves which do not contain cocaine or ecgonine.

(l) *'Opiate'* means any substance having an addiction-forming or addiction-sustaining liability similar to morphine or being capable of conversion into a drug having addiction-forming or addiction-sustaining liability. 'Opiate' does not include, unless specifically designated as controlled under K.S.A. 65-4102, and amendments thereto, the dextrorotatory isomer of 3-methoxy-n-methylmorphinan and its salts (dextromethorphan). 'Opiate' does include its racemic and levorotatory forms.

(m) *'Opium poppy'* means the *plant* of the species Papaver somniferum l. except its seeds.

(n) *'Or circumstances where one reasonably should know'* that an item will be used in violation of this section, shall include, but not be limited to, the following:

(1) Actual knowledge from prior experience or statements by customers;

(2) Inappropriate or impractical design for alleged legitimate use;

(3) Receipt of packaging material, advertising information or other manufacturer supplied information regarding the item's use as drug paraphernalia; or

(4) Receipt of a written warning from a law enforcement or prosecutorial agency having jurisdiction that the item has been previously determined to have been designed specifically for use as drug paraphernalia.

(o) *'Person'* means individual, *corporation*, government or governmental subdivision or agency, business trust, estate, trust, partnership, association or any other legal entity.

(p) *'Poppy straw'* means all *parts*, except the seeds, of the opium poppy, after mowing.

(q) *'Possession'* means knowingly having joint or exclusive control over an item with knowledge of and intent to have such control or knowingly keeping some item in a place where the person has some measure of access and right of control.

(r) *'Simulated controlled substance'* means any product which identifies itself by a common name or slang term associated with a controlled substance and which indicates on its label or accompanying promotional material that the product simulates the effect of a controlled substance.

(s) *'Street'* means the entire width between the boundary lines of every way publicly maintained when any part thereof is open to the use of the public for purposes of vehicular traffic."

SECTION 2. The original of Section 5.26.005 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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

Org No. _____

First Published in *The Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-890

AN ORDINANCE AMENDING SECTION 5.42.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CRIMINAL DEPRIVATION OF PROPERTY.

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

SECTION 1. Section 5.42.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Criminal deprivation of property.

(a) Criminal deprivation of property is obtaining or exerting unauthorized control over property, other than a motor vehicle, with intent to deprive the owner of the temporary use thereof, without the owner's consent but not with the intent of depriving the owner permanently of the possession, use or benefit of such owner's property. Nothing herein shall prohibit the removal in a lawful manner, by towing or otherwise, or personal property unlawfully placed or left upon real property.

(b) Criminal deprivation of a motor vehicle is obtaining or exerting unauthorized control of a motor vehicle with intent to deprive the owner of the temporary use thereof, without the owner's consent but not with the intent of depriving the owner permanently of the possession, use or benefit of such owner's property. Nothing herein shall prohibit the removal

in a lawful manner, by towing or otherwise, or personal property unlawfully placed or left upon real property.

(c) Any person convicted of criminal deprivation of a motor vehicle, as defined in K.S.A. 8-1437 and amendments thereto, shall be guilty of a misdemeanor, and shall be sentenced as follows: upon a first conviction, a person shall be sentenced to not less than thirty days nor more than one year's imprisonment and fined not less than one hundred dollars. Upon a second or subsequent conviction a person shall be sentenced to not less than sixty days nor more than one year's imprisonment, and fined not less than two hundred dollars. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. The mandatory provisions of this subsection shall not apply to any person where such application would result in a manifest injustice.

(d) Any person convicted of criminal deprivation of property that is not a motor vehicle, as defined in K.S.A. 8-1437, and amendments thereto, is guilty of a misdemeanor and shall be sentenced as follows: upon a first conviction, a person shall be sentenced to a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment. Upon a second or subsequent conviction, a person shall be sentenced to not less than thirty days imprisonment and fined not less one hundred dollars, except that the provisions of this section relating to a second or subsequent conviction shall not apply to any person where such application would result in a manifest injustice.

SECTION 2. The original of Section 5.42.080 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

Org No. _____

Delineated 6.10.2022

First Published in *The Wichita Eagle* on _____

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 5.42.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CRIMINAL DEPRIVATION OF PROPERTY.

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

SECTION 1. Section 5.42.080 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Criminal deprivation of property.

(a) Criminal deprivation of property is obtaining or exerting unauthorized control over property, other than a motor vehicle, with intent to deprive the owner of the temporary use thereof, without the owner's consent but not with the intent of depriving the owner permanently of the possession, use or benefit of such owner's property. Nothing herein shall prohibit the removal in a lawful manner, by towing or otherwise, or personal property unlawfully placed or left upon real property.

(b) Criminal deprivation of a motor vehicle is obtaining or exerting unauthorized control of a motor vehicle with intent to deprive the owner of the temporary use thereof, without the owner's consent but not with the intent of depriving the owner permanently of the possession, use or benefit of such owner's property. Nothing herein shall prohibit the removal

in a lawful manner, by towing or otherwise, or personal property unlawfully placed or left upon real property.

~~(b)~~ (c) Any person convicted of criminal deprivation of a motor vehicle, as defined in K.S.A. 8-1437 and amendments thereto, shall be guilty of a misdemeanor, and shall be sentenced as follows: upon a first conviction, a person shall be sentenced to not less than thirty days nor more than one year's imprisonment and fined not less than one hundred dollars. Upon a second or subsequent conviction a person shall be sentenced to not less than sixty days nor more than one year's imprisonment, and fined not less than two hundred dollars. The person convicted shall not be eligible for release on probation, suspension or reduction of sentence or parole until the person has served the minimum mandatory sentence as provided herein. The mandatory provisions of this subsection shall not apply to any person where such application would result in a manifest injustice.

~~(c)~~ (d) Any person convicted of criminal deprivation of property that is not a motor vehicle, as defined in K.S.A. 8-1437, and amendments thereto, is guilty of a misdemeanor and shall be sentenced as follows: upon a first conviction, a person shall be sentenced to a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment. Upon a second or subsequent conviction, a person shall be sentenced to not less than thirty days imprisonment and fined not less one hundred dollars, except that the provisions of this section relating to a second or subsequent conviction shall not apply to any person where such application would result in a manifest injustice.

SECTION 2. The original of Section 5.42.080 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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

Org No. _____

First Published in *The Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-891

AN ORDINANCE AMENDING SECTION 1.06.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE DEFERRED JUDGMENT PROGRAM DEFINITIONS.

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

SECTION 1. Section 1.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions.

The following terms as used in this Chapter shall have the following meanings:

'City attorney' means the City Attorney of the City of Wichita, Kansas, or any of his or her authorized assistants.

'Complaint' means complaint, citation or notice to appear in municipal court.

'Dating Relationship' means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed. Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since termination of the relationship, if applicable.

'Deferred judgment' means referral of a defendant in a criminal case other than that charging an alcohol related offense to a supervised program after the defendant has entered a plea of guilty, but prior to the court entering judgment and imposing sentencing on that plea.

'Deferred judgment agreement' means the specification of formal terms and conditions which defendant must fulfill in order to have his or her guilty plea set aside and the charges against such person dismissed.

'Domestic violence' means an act or threatened act of violence against a person with whom the offender is involved or has been involved in a dating relationship, or an act or threatened act of violence against a family or household member by a family or household member. Domestic violence also includes any other crime committed against a person or against property or any municipal ordinance violation against a person or against property, when directed against a person with whom the offender is involved or has been involved in a dating relationship or when directed against a family or household member by a family or household member.

'Domestic violence offense' means any crime committed whereby the underlying factual basis includes an act of domestic violence.

'Family or household members' means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have child in common regardless of whether they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time."

SECTION 2. The original of Section 1.06.010 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

Org No. _____

Delineated 06/10/2022

First Published in *The Wichita Eagle* on _____

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 1.06.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE DEFERRED JUDGMENT PROGRAM DEFINITIONS.

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

SECTION 1. Section 1.06.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Definitions.

The following terms as used in this Chapter shall have the following meanings:

'City attorney' means the City Attorney of the City of Wichita, Kansas, or any of his or her authorized assistants.

'Complaint' means complaint, citation or notice to appear in municipal court.

'Dating Relationship' means a social relationship of a romantic nature. In addition to any other factors the court deems relevant, the trier of fact may consider the following when making a determination of whether a relationship exists or existed. Nature of the relationship, length of time the relationship existed, frequency of interaction between the parties and time since termination of the relationship, if applicable.

'Deferred judgment' means referral of a defendant in a criminal case other than that charging an alcohol related offense to a supervised program after the defendant has entered a plea of guilty, but prior to the court entering judgment and imposing sentencing on that plea.

'Deferred judgment agreement' means the specification of formal terms and conditions which defendant must fulfill in order to have his or her guilty plea set aside and the charges against such person dismissed.

'Domestic violence' means an act <u>or threatened act</u> of violence against a person with whom the offender is involved or has been involved in a dating relationship, or an act <u>or threatened act</u> of violence against a family or household member by a family or household member. Domestic violence also includes any other crime committed against a person or against property or any municipal ordinance violation against a person or against property, when directed against a person with whom the offender is involved or has been involved in a dating relationship or when directed against a family or household member by a family or household member.

'Domestic violence offense' means any crime committed whereby the underlying factual basis includes an act of domestic violence.

'Family or household members' means persons 18 years of age or older who are spouses, former spouses, parents or stepparents and children or stepchildren, and persons who are presently residing together or who have resided together in the past, and persons who have child in common regardless of whether they have been married or who have lived together at any time. Family or household member also includes a man and woman if the woman is pregnant and the man is alleged to be the father, regardless of whether they have been married or have lived together at any time."

SECTION 2. The original of Section 1.06.010 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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

OCA 083303

First Published in The Wichita Eagle on July 1, 2022

ORDINANCE NO. 51-892

AN ORDINANCE AMENDING SECTION 5.68.220 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO SEXUAL BATTERY AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 5.68.220 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Sexual Battery.

(a) Sexual battery is the touching of a victim who is 16 or more years of age, who does not consent thereto, with the intent to arouse or satisfy the sexual desires of the offender or another.

(b) Any person who violates the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $2,500.00 or 12 months imprisonment or by both such fine and imprisonment."

SECTION 2. The original Section 5.68.220 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

OCA 083303

First Published in The Wichita Eagle on _____

DELINEATED 06/6/2022

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 5.68.220 OF THE CODE OF THE CITY OF WICHITA, KANSAS PERTAINING TO SEXUAL BATTERY AND REPEALING THE ORIGINAL OF SAID SECTION.

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

SECTION 1. Section 5.68.220 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Sexual Battery.

(a) Sexual battery is the touching of a victim who is 16 or more years of age, ~~who is not the spouse of the offender and~~ who does not consent thereto, with the intent to arouse or satisfy the sexual desires of the offender or another.

(b) Any person who violates the provisions of this section shall be guilty of a misdemeanor and upon conviction thereof, shall be punished by a fine of not more than $2,500.00 or 12 months imprisonment or by both such fine and imprisonment."

SECTION 2. The original of Section 5.68.220 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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

Org. No. _____

First Published in *The Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-893

AN ORDINANCE AMENDING SECTION 3.30.075 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE FAILURE TO EXIT, DISPERSE OR VACATE PREMISES IN A TIMELY MANNER.

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

SECTION 1. Section 3.30.075 of the Code of the City of Wichita is hereby amended to read as follows:

"Failure to exit, disperse or vacate premises in a timely manner prohibited.

(a) No licensee, owner, manager or any responsible person of an entertainment establishment, shall permit or allow any person to remain in or upon the licensed premises of the entertainment establishment between the hours of 2:00 a.m. and 7:00 a.m. or remain in or upon the property abutting or adjacent thereto between the hours of 1:00 a.m. and 7:00 a.m.

(b) No licensee, owner, manager or any responsible person, shall permit or allow any person to remain in or upon the property of the licensed premises of a teen club or remain in or upon the property abutting or adjacent thereto between the hours of midnight and 7:00 a.m.

(c) All licensees, owners, managers or any other responsible person, shall direct patrons to vacate in a timely and orderly manner the licensed premises of an entertainment establishment or teen club and all property abutting or adjacent thereto, including parking lots.

(d) All licensees, owners, managers or any other responsible person shall ensure that reasonable measures are in place and reasonable efforts are made to deter disorderly conduct on the property adjacent to the premises and to minimize damage, nuisance or other harm to such property arising out of disorderly conduct engaged in by patrons of the licensee or persons attempting or waiting to enter the licensed premises and/or leaving the licensed premises.

(e) As used in this section, "vacate in a timely and orderly manner" means a person shall not remain in or upon the property or licensed premises, without just or legal cause, after being asked to leave by the owner, licensee, manager, responsible person or person entitled to possession or in control of the property thereof or willfully impede other persons from vacating the premises in a timely and orderly manner.

(f) As used in this section, "reasonable measures" include, but are not limited to, requesting disorderly patrons outside of the establishment to disperse, calling law enforcement if a dispute escalates to a public disturbance, properly monitor and staff waiting lines to enter into the establishment, ban patrons who have been disorderly in the past, having sufficient and properly trained staff to patron ratios and having an approved safety plan in place as required by Section 3.30.080(b)(4).

(g) Law enforcement officers of the City of Wichita or other individuals designated by the City may request persons to vacate, disperse, or leave property abutting or adjacent to a licensed establishment upon request of the owner of said property.

(h) For the purposes of this section, law enforcement officers shall be considered to be "in control" of all city owned property including parking lots abutting or adjacent to licensed premises.

SECTION 2. The original of Section 3.30.075 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

Org. No. _____

DELINEATED 06/01/2022

First Published in *The Wichita Eagle* on _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3.30.075 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE FAILURE TO EXIT, DISPERSE OR VACATE PREMISES IN A TIMELY MANNER.

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

SECTION 1. Section 3.30.075 of the Code of the City of Wichita is hereby amended to read as follows:

"Failure to exit, disperse or vacate premises in a timely manner prohibited.

(a) No licensee, owner, manager or any responsible person of an entertainment establishment, shall permit or allow any person to remain in or upon the licensed premises of the entertainment establishment <u>between the hours of 2:00 a.m. and 7:00 a.m.</u> or remain in or upon the property abutting or adjacent thereto between the hours of 1:00 a.m. and 7:00 a.m.

(b) No licensee, owner, manager or any responsible person, shall permit or allow any person to remain in or upon the property of the licensed premises of a teen club or remain in or upon the property abutting or adjacent thereto between the hours of midnight and 7:00 a.m.

(c) All licensees, owners, managers or any other responsible person, shall direct patrons to vacate in a timely and orderly manner the licensed premises of an entertainment establishment or teen club and all property abutting or adjacent thereto, including parking lots.

(d) All licensees, owners, managers or any other responsible person shall ensure that reasonable measures are in place and reasonable efforts are made to deter disorderly conduct on the property adjacent to the premises and to minimize damage, nuisance or other harm to such property arising out of disorderly conduct engaged in by patrons of the licensee or persons attempting or waiting to enter the licensed premises and/or leaving the licensed premises.

(e) As used in this section, "vacate in a timely and orderly manner" means a person shall not remain in or upon the property or licensed premises, without just or legal cause, after being asked to leave by the owner, licensee, manager, responsible person or person entitled to possession or in control of the property thereof or willfully impede other persons from vacating the premises in a timely and orderly manner.

(f) As used in this section, "reasonable measures" include, but are not limited to, requesting disorderly patrons outside of the establishment to disperse, calling law enforcement if a dispute escalates to a public disturbance, properly monitor and staff waiting lines to enter into the establishment, ban patrons who have been disorderly in the past, having sufficient and properly trained staff to patron ratios and having an approved safety plan in place as required by Section 3.30.080(b)(4).

(g) Law enforcement officers of the City of Wichita or other individuals designated by the City may request persons to vacate, disperse, or leave property abutting or adjacent to a licensed establishment upon request of the owner of said property.

(h) For the purposes of this section, law enforcement officers shall be considered to be "in control" of all city owned property including parking lots abutting or adjacent to licensed premises.

SECTION 2. The original of Section 3.30.075 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. 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

Org No. _____

First Published in *The Wichita Eagle* on July 1, 2022

ORDINANCE NO. 51-894

AN ORDINANCE AMENDING SECTION 5.68.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SODOMY.

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

SECTION 1. Section 5.68.200 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Sodomy.

(a) Any person who commits sodomy with an animal, is guilty of a misdemeanor.

(b) Every person convicted under this section shall be punished by a fine of not more than $500.00, or by confinement for a period of six months, or by both such fine and imprisonment."

SECTION 2. The original of Sections 5.68.200 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 3. 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 28th day of June, 2022.

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magaña
City Attorney and Director of Law

Org No. _____

Delineated 6.14.2022

First Published in *The Wichita Eagle* on _____

ORDINANCE NO._____

AN ORDINANCE REPEALING SECTION 5.68.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SODOMY.

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

SECTION 1. Section 5.68.200 of the Code of the City of Wichita, Kansas is hereby repealed.

SECTION 2. 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

Agenda Item No. VII-1

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: PUD2022-00009 – City Zone Change from NR Neighborhood Retail and LC Limited Commercial to PUD Planned Unit Development to Permit Live Entertainment in Addition the Existing Commercial Uses on Property Located on the Southwest Corner of West Maple Street and South Meridian Avenue. (301 South Meridian (District IV)

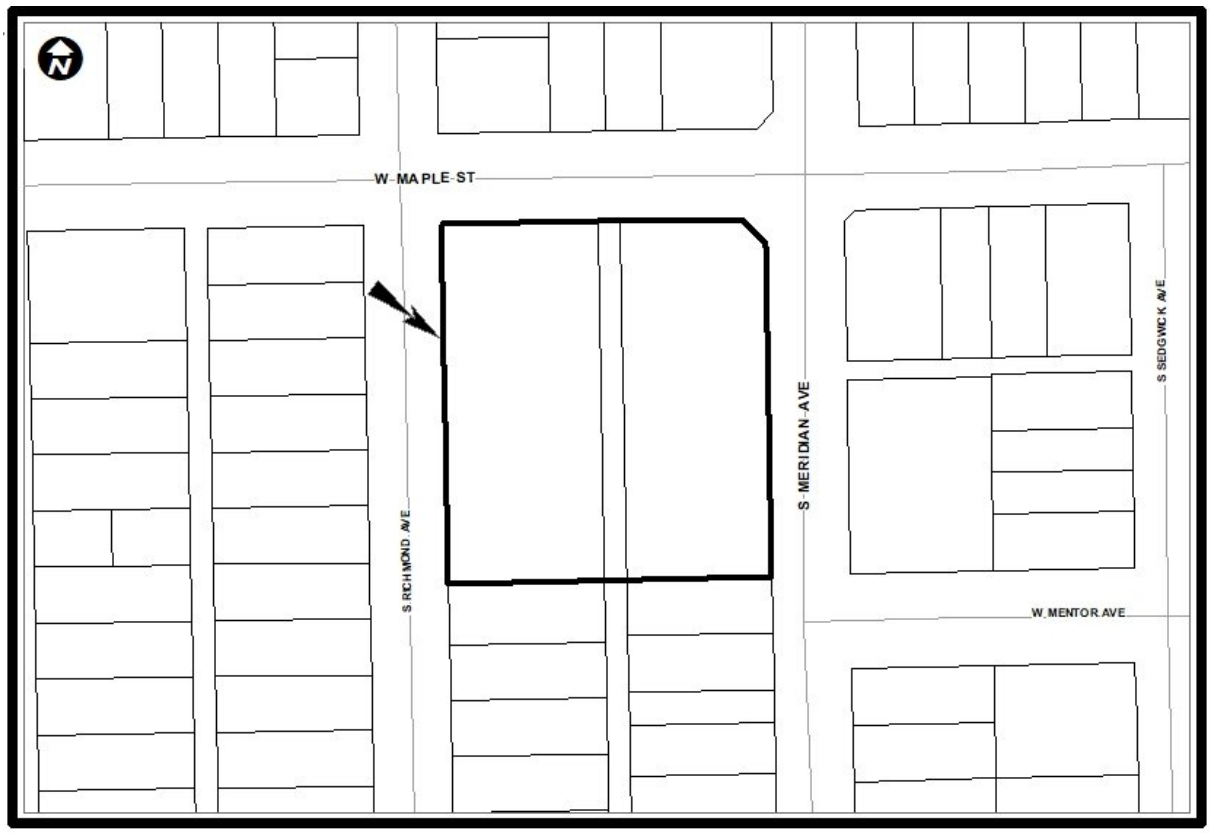
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Approve (9-2), per staff recommendation.

MAPD Staff Recommendations: Approve with conditions.

DAB IV Recommendations: Approve (9-0) with modifications to staff recommendation.



Background: The applicant is seeking a zone change to establish the Metro Meridian Planned Unit Development (PUD #98) for custom zoning. The custom zoning would expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the NR Neighborhood Retail zoning district. The subject property is located at the southeast corner of West Maple Street and South Meridian Avenue (301 South Meridian). The subject property is currently zoned NR Neighborhood Retail and LC Limited Commercial. The subject property is developed with the Muse Meridian Center.

The applicant plans to expand the existing music school component to include the ability to host live musical events. To accommodate these plans, the applicant is proposing to allow new uses on the site including Community Assembly and Nightclub in the City. Community Assembly is defined in the Unified Zoning Code (UZC) as an establishment providing meeting, recreational, educational, cultural, or social facilities for a private membership or non-profit association, primarily for use by members and guests. Nightclub in the City is defined in the UZC 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. These two uses are not allowed by-right under the existing zoning.

The attached, proposed PUD language lists the follow regarding proposed development standards:

1. The maximum number of buildings is three.
2. Buildings heights shall be in accordance with the NR Neighborhood Retail zoning district.
3. Setbacks shall be as shown on the PUD drawing. These are 20-foot setbacks on the north and east sides of Parcel 1. The setback on the south side of Parcel 1 is 15 feet, and the setback on the west side of Parcel 1 is zero feet.
4. Signage shall be in accordance with the NR Neighborhood Retail zoning district.
5. Uses in Parcel 1 are limited to those permitted by-right in the NR Neighborhood Retail zoning district with the addition of Community Assembly and Nightclub in the City. These additional uses are subject to the supplemental use regulations in Section III-D.6.w of the UZC. Associated establishments shall cease operation by 11:00 pm, Sunday through Wednesday, and 2:00 am, Thursday through Saturday. Alcohol sales are prohibited.

After consultation with the applicant, it was determined that the proposed use of the site does not classify as a Night Club in the City because there will be no presence of alcohol. Therefore, the list of permitted uses is recommended to state Entertainment Establishment and Event Center instead. These uses are still subject to Supplementary Use Regulations in Section III-D.6.w. The applicant will not be hosting any of these types of events outdoors. Therefore, staff is recommending that specific language regarding the prohibition of events associated with the Entertainment Establishment/Event Center from being held outdoors.

Regarding the hours of operation, given the surrounding residential properties, staff is recommending the permitted hours operation be restricted to 9:00 p.m. Sunday through Thursday, and 11:00 p.m. on Friday through Saturday.

Properties to the north of the subject site, across West Maple Street, are zoned TF-3 Two-Family Residential and LC Limited Commercial. These properties are developed with single-family residential and a tire repair shop. Properties to the south of the subject site are zoned TF-3 Two-Family Residential and developed with single-family residential. Properties to the east of the subject site are zoned LC Limited Commercial and B Multi-Family Residential. These properties are developed with commercial and multi-family uses. Properties to the west of the subject site are zoned TF-3 Two-Family Residential and MF-29 Multi-Family Residential. These properties are developed with single-family residential.

Analysis: On May 19, 2022, the Metropolitan Area Planning Commission (MAPC) approved the application (12-0) subject to staff recommendation. One member of the public spoke at this public hearing with general concerns regarding noise produced by events. The commentor was in-favor with staff recommendation to prohibit outdoor events and limit hours of operation on the indoor events.

On June 6, 2022, District Advisory Board (DAB) IV reviewed the request and recommended approval (9-0) with modifications to staff recommendation. One member of the public spoke in opposition to this request at the DAB hearing with general concerns about the clientele being served on the site that could increase crime in the neighborhood, parking, and noise produced by outdoor events. The DAB recommendation would permit the following changes to staff recommendation:

- Outdoor events are permitted but are restricted to the northeast quadrant of the property and sound amplification systems must face east toward South Meridian Avenue.
- Outdoor events shall cease operation by 10:00 p.m. on any night.
- Indoor events shall cease operation by 10:00 p.m. Sunday through Thursday and shall cease by 12:00 a.m. Friday and Saturday.

No protests were received against this case. Therefore, the request can be approved by a simple majority (or 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 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).

Alternatives:

1) Override the MAPC recommendation, accept the DAB recommendation, and approve the zone change with the modified provision as discussed in the agenda report (requires 5 of 7 votes or two-thirds); or

2) Override the MAPC recommendation, provide alternative findings, and deny the zone change (requires 5 of 7 votes or two-thirds); or

3) Return the case to MAPC for additional consideration (requires 4 of 7 votes)

Attachments:

1) MAPC Staff Report
2) MAPC Recommended PUD #98 Text
3) DAB Recommended PUD #98 Text
4) PUD #98 Drawing
5) Aerial Map
6) Zoning Map
7) Land Use Map
8) Site Photos
9) MAPC Minutes
10) DAB IV Report
11) Ordinance

AGENDA ITEM NO.

STAFF REPORT

MAPC: May 19, 2022
DAB IV: June 6, 2022

CASE NUMBER: PUD2022-00009 (City)

APPLICANT/AGENT: 301MM, LLC (applicant)/ Baughman Company, P.A. (agent)

REQUEST: Create the Metro Meridian Planned Unit Development (PUD #98)

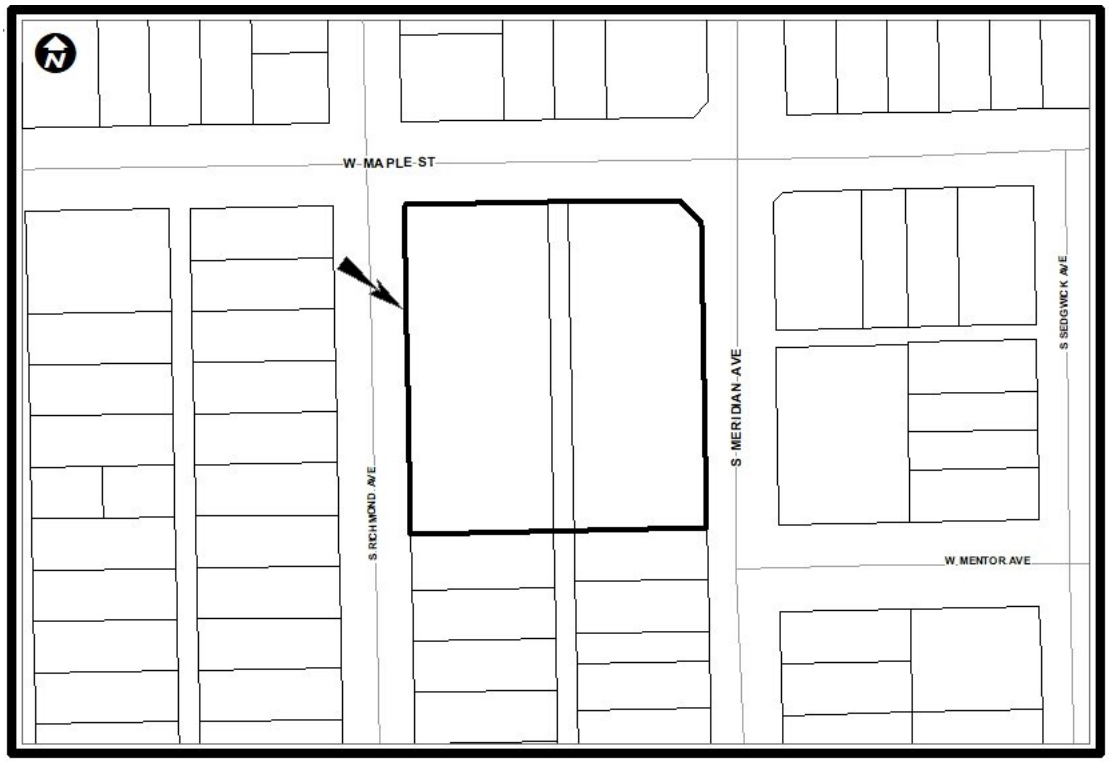
CURRENT ZONING: NR Neighborhood Retail and LC Limited Commercial

SITE SIZE: 2.13 acres

LOCATION: Southwest of West Maple Street and South Meridian Avenue (301 South Meridian).

PROPOSED USE: Expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the NR Neighborhood Retail zoning district.

RECOMMENDATION: Approval with conditions.



BACKGROUND: The applicant is seeking a zone change to establish the Metro Meridian Planned Unit Development (PUD #98) for custom zoning. The custom zoning would expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the NR Neighborhood Retail zoning district. The subject property is located at the southeast corner of West Maple Street and South Meridian Avenue (301 South Meridian). The subject property is currently zoned NR Neighborhood Retail and LC Limited Commercial. The subject property is developed with the Muse Meridian Center.

The applicant plans to expand the existing music school component to include the ability to host live musical events. To accommodate these plans, the applicant is proposing to allow new uses on the site including Community Assembly and Nightclub in the City. Community Assembly is defined in the Unified Zoning Code (UZC) as an establishment providing meeting, recreational, educational, cultural, or social facilities for a private membership or non-profit association, primarily for use by members and guests. Nightclub in the City is defined in the UZC 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. These two uses are not allowed by-right under the existing zoning.

The attached, proposed PUD language lists the follow regarding proposed development standards:

1. The maximum number of buildings is 3.
2. Buildings heights shall be in accordance with the NR Neighborhood Retail zoning district.
3. Setbacks shall be as shown on the PUD drawing. These are 20-foot setbacks on the north and east sides of Parcel 1. The setback on the south side of Parcel 1 is 15 feet, and the setback on the west side of Parcel 1 is 0 feet.
4. Signage shall be in accordance with the NR Neighborhood Retail zoning district.
5. Uses in Parcel 1 are limited to those permitted by-right in the NR Neighborhood Retail zoning district with the addition of Community Assembly and Nightclub in the City. These additional uses are subject to the supplemental use regulations in Section III-D.6.w of the UZC. Associated establishments shall cease operation by 11:00 pm, Sunday through Wednesday, and 2:00 am Thursday through Saturday. Alcohol sales are prohibited.

After consultation with the applicant, it was determined that the proposed use of the site does not classify as a Night Club in the City because there will be no presence of alcohol. Therefore, the list of permitted uses is recommended to state Entertainment Establishment and Event Center instead. These uses are still subject to Supplementary Use Regulations in Section III-D.6.w. The applicant will not be hosting any of these types of events outdoors. Therefore, staff is recommending that specific language regarding the prohibition of events associated with the Entertainment Establishment/Event Center from being held outdoors.

Regarding the hours of operation, given the surrounding residential properties, staff is recommending the permitted hours operation be restricted to 9:00 p.m. Sunday through Thursday, and 11:00 p.m. on Friday through Saturday.

Properties to the north of the subject site, across West Maple Street, are zoned TF-3 Two-Family Residential and LC Limited Commercial. These properties are developed with single-family residential and a tire repair shop. Properties to the south of the subject site are zoned TF-3 Two-Family Residential and developed with single-family residential. Properties to the east of the subject site are zoned LC Limited Commercial and B Multi-Family Residential. These properties are developed with commercial and multi-family uses. Properties to the west of the subject site are zoned TF-3 Two-Family Residential and MF-29 Multi-Family Residential. These properties are developed with single-family residential.

CASE HISTORY: On November 5, 1886, the subject site was platted as part of Martinson's 5th Addition. On May 30, 2002, an Administrative Adjustment was granted to allow parking in the front setback and to reduce parking requirements for a high school from 60 spaces to 51 spaces (BZA2002-00031). On June 26, 2002, a Variance was granted to reduce the front building setback from 25 feet to 13 feet 9 inches (BZA2002-00033). On December 18, 2002, a Variance was granted to reduce the building setback on the west side of the property (BZA2002-00044). On

November 24, 2007, a portion of the subject property was rezoned from TF-3 Two-Family Residential to NR Neighborhood Retail (ZON2017-00030).

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3 and LC	Single-Family Residential and Tire Shop
SOUTH:	TF-3	Single-Family Residential
EAST:	LC and B	Commercial multi-family
WEST:	TF-3 and MF-29	Single-Family Residential

PUBLIC SERVICES: West Maple Street is a four-lane, paved arterial with sidewalks on both sides. South Richmond Avenue is a two-lane, paved local road with sidewalks on both sides. South Meridian Avenue is a four-lane, paved arterial with sidewalks on both sides. On-street parking is not permitted on West Maple and South Meridian. However, South Richmond permits on-street parking on both sides of the street along the same block as the subject site. There are Wichita Transit bus stops within one-quarter mile along West Maple Street and South Meridian Avenue. All municipal services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The requested zone change is in conformance with the following plans.

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 appropriate for Commercial. This 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. Convenience retail, restaurants, small offices, and personal service uses are located in close proximity to, and potentially mixed with, Residential Uses."

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 3, "Improve the economic feasibility of commercial/service uses and the markets necessary to support them." The proposed PUD will further bolster the economic feasibility of the existing music school.
- 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 proposed PUD would allow further strategic reinvestment in the area by allowing for new activities and uses on the site.
- 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 an identified node. The plan depicts the intersection of Douglas and Meridian as a node a couple blocks to the north. Edge areas are those areas designed for low intensity uses. This property has been used as a school for decades, and the proposed uses should not have a negative impact on 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.

1. The site shall be developed in substantial conformance with the attached, recommended development guidelines and general provisions of the approved PUD #98.
2. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #98) Metro Meridian Planned Unit Development has special conditions for development on the property.
3. 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 of the subject site, across West Maple Street, are zoned TF-3 Two-Family Residential and LC Limited Commercial. These properties are developed with single-family residential and a tire repair shop. Properties to the south of the subject site are zoned TF-3 Two-Family Residential and developed with single-family residential. Properties to the east of the subject site are zoned LC Limited Commercial and B Multi-Family Residential. These properties are developed with commercial and multi-family uses. Properties to the west of the subject site are zoned TF-3 Two-Family Residential and MF-29 Multi-Family Residential. These properties are developed with single-family residential.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property is currently zoned NR Neighborhood Retail and LC Limited Commercial. The subject property is developed with the Muse Meridian Center. The existing school could continue to operate without the Community Assembly and Entertainment Establishment/Event Center uses.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The proposed PUD will allow the school to host community and private functions. The sale of alcohol will be prohibited on site when related to the use of the Entertainment Establishment/Event Center. The additional uses should not detrimentally affect nearby properties.

4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan:** The proposed rezoning is in conformance with the *Community Investments Plan and* the *Wichita: Places for People Plan* as discussed in the staff report.

5. **Relative gain to the public health, safety, and welfare compared to the loss in value or the hardship imposed upon the applicant:** Approval of the proposed zoning would allow the school to host community and private functions. Denial would represent loss of economic opportunity for the applicant.

6. **Impact of the proposed development on community facilities:** The proposed PUD is not expected to have an increased impact on community facilities.

PUD #98 RECOMMENDED TEXT

PROJECT DESCRIPTION:
The Planned Unit Development allows a certain level of flexibility with site development regulations which would otherwise not be permitted under the existing zoning. The intent of this PUD is to expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the '"NR" Neighborhood Retail zoning district.

PARCEL 1

Net Area:	92,575 sq.ft., or 2.13 acres ±
Maximum Building Coverage:	27,772 sq.ft., or 30 percent
Maximum Gross Floor Area:	32,400 sq. ft.
Floor Area Ratio:	35 percent
Maximum Number of Buildings:	Three (3)
Maximum building height to conform to the "NR" Neighborhood Retail zoning district.	
Setbacks:	See Drawing
Access Points:	See Drawing
Permitted Uses:	See General Provision #4

GENERAL PROVISIONS

1. This development contains a gross area of 92,575 sq.ft., or 2.13 acres, more or less.

2. Setbacks within Parcel 1 shall be as shown on the PUD drawing.

3. Signs shall be in accordance with the "NR" Neighborhood Retail zoning district.

4. Uses in Parcel 1 shall be limited to those permitted by-right in the "NR" Neighborhood Retail zoning district, with the addition of the following uses: Community Assembly; ~~Nightclub (Event Center) in the City,~~ Entertainment Establishment and Event Center shall be subject to supplemental use regulations in Section III-D.6.w of the Unified Zoning Code provided that the 200-foot distance requirement from residential zoning is waived. Events associated with the Entertainment Establishment/Event Center uses shall cease operation by ~~11:00 pm Sunday through Wednesday, and 2:00 am Thursday through Saturday.~~ 9:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday through Saturday. Alcohol is prohibited on-site related to the Entertainment Establishment/Event Center uses. Events associated with the Entertainment Establishment and/or Event Center are not permitted outdoors.

5. Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.

6. The Transfer of title of all or any portion of land included within the Planned Unit Development (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.

7. 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.

8. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

9. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating this tract (referenced as PUD #98) includes special conditions for development on this property.

MAPC PUD #98 RECOMMENDED TEXT

PROJECT DESCRIPTION:

The Planned Unit Development allows a certain level of flexibility with site development regulations which would otherwise not be permitted under the existing zoning. The intent of this PUD is to expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the '"NR" Neighborhood Retail zoning district.

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Maximum building height to conform to the "NR" Neighborhood Retail zoning district.	
Setbacks:	See Drawing
Access Points:	See Drawing
Permitted Uses:	See General Provision #4

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3. Signs shall be in accordance with the "NR" Neighborhood Retail zoning district.

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5. Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.

6. The Transfer of title of all or any portion of land included within the Planned Unit Development (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.

7. 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.

8. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

9. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating this tract (referenced as PUD #98) includes special conditions for development on this property.

<u>DISTRICT IV ADVISORY BOARD</u> PUD #98 RECOMMENDED TEXT

PROJECT DESCRIPTION:

The Planned Unit Development allows a certain level of flexibility with site development regulations which would otherwise not be permitted under the existing zoning. The intent of this PUD is to expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the '"NR" Neighborhood Retail zoning district.

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Maximum Gross Floor Area:	32,400 sq. ft.
Floor Area Ratio:	35 percent
Maximum Number of Buildings:	Three (3)

Maximum building height to conform to the "NR" Neighborhood Retail zoning district.

Setbacks:	See Drawing
Access Points:	See Drawing
Permitted Uses:	See General Provision #4

GENERAL PROVISIONS

1. This development contains a gross area of 92,575 sq.ft., or 2.13 acres, more or less.

2. Setbacks within Parcel 1 shall be as shown on the PUD drawing.

3. Signs shall be in accordance with the "NR" Neighborhood Retail zoning district.

4. Uses in Parcel 1 shall be limited to those permitted by-right in the "NR" Neighborhood Retail zoning district, with the addition of the following uses: Community Assembly; Entertainment Establishment and Event Center, subject to supplemental use regulations in Section III-D.6.w of the Unified Zoning Code provided that the 200-foot distance requirement from residential zoning is waived. Events associated with the Entertainment Establishment/Event Center uses shall cease operation by 10:00 pm Sunday through Thursday, and 12:00 am Friday and Saturday. Outdoor events associated with the Entertainment Establishment and/or Event Center uses shall cease operation by 10:00 pm and any use of amplification equipment shall be oriented toward the intersection of Maple and Meridian. Alcohol is prohibited on-site related to the Entertainment Establishment/Event Center uses.

5. Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.

6. The Transfer of title of all or any portion of land included within the Planned Unit Development (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.

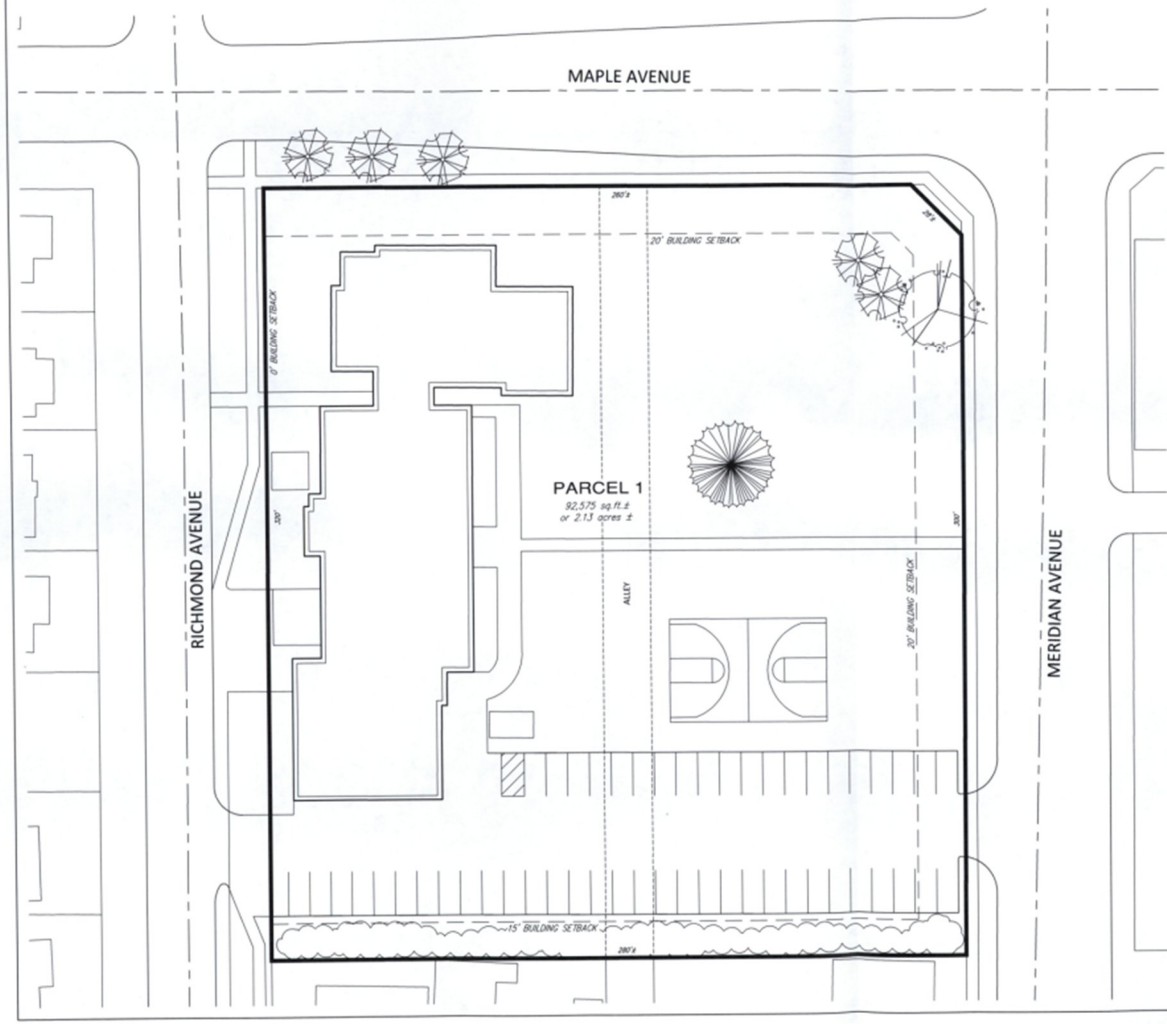
7. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, after a joint determination by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

8. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

9. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating this tract (referenced as PUD #98) includes special conditions for development on this property.

METRO MERIDIAN

PLANNED UNIT DEVELOPMENT - P.U.D.#??



PROJECT DESCRIPTION:

The Planned Unit Development allows a certain level of flexibility with site development regulations which would otherwise not be permitted under the existing zoning. The intent of this PUD is to expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the "NR" Neighborhood Retail zoning district.

PARCEL 1

Net Area:	92,575 sq.ft., or 2.13 acres ±
Maximum Building Coverage:	27,772 sq.ft., or 30 percent
Maximum Gross Floor Area:	32,400 sq.ft.
Floor Area Ratio:	.35 percent
Maximum Number of Buildings:	Three (3) F.
Maximum building height to conform to the "NR" Neighborhood Retail zoning district.	
Setbacks:	See Drawing
Access Points:	See Drawing
Permitted Uses :	See General Provision #4.

LEGAL DESCRIPTION:

Even Lots 286 to 308, including the North 20 feet of Lot 310, Philip (now Richmond) Avenue, Martinson's 5th Addition to Wichita, Kansas; TOGETHER WITH odd Lots 447 to 469, including the North 20 feet of Lot 471, Meridian Avenue, Martinson's 5th Addition to Wichita, Kansas; TOGETHER WITH the North 320 feet of Alley adjacent to said Lots, Martinson's 5th Addition to Wichita, Kansas; subject to all road rights-of-way of record.

GENERAL PROVISIONS:

1. This development contains a gross area of 92,575 sq.ft., or 2.13 acres, more or less.
2. Setbacks within Parcel 1 shall be as shown on the PUD drawing.
3. Signs shall be in accordance with the "NR" Neighborhood Retail zoning district.
4. Uses in Parcel 1 shall be limited to those permitted by-right in the "NR" Neighborhood Retail zoning district, with the addition of the following uses: Community Assembly; Nightclub (Event Center) in the City, shall be subject to supplemental use regulations in Section III-D.6.w of the Unified Zoning Code. Associated establishment shall cease operation by 11:00pm Sunday through Wednesday, and 2:00am Thursday through Saturday. Alcohol sales are prohibited.
5. Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.
6. The Transfer of title of all or any portion of land included within the Planned Unit Development (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.
7. 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, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
8. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
9. Prior to publishing the resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating this tract (referenced as PUD #??) includes special conditions for development on this property.

REVISIONS

Drawn:	April 11, 2022
Submitted (PUD2022-??):	April 11, 2022
Revised:	
Approved by MAPC:	
Revised per City Council:	

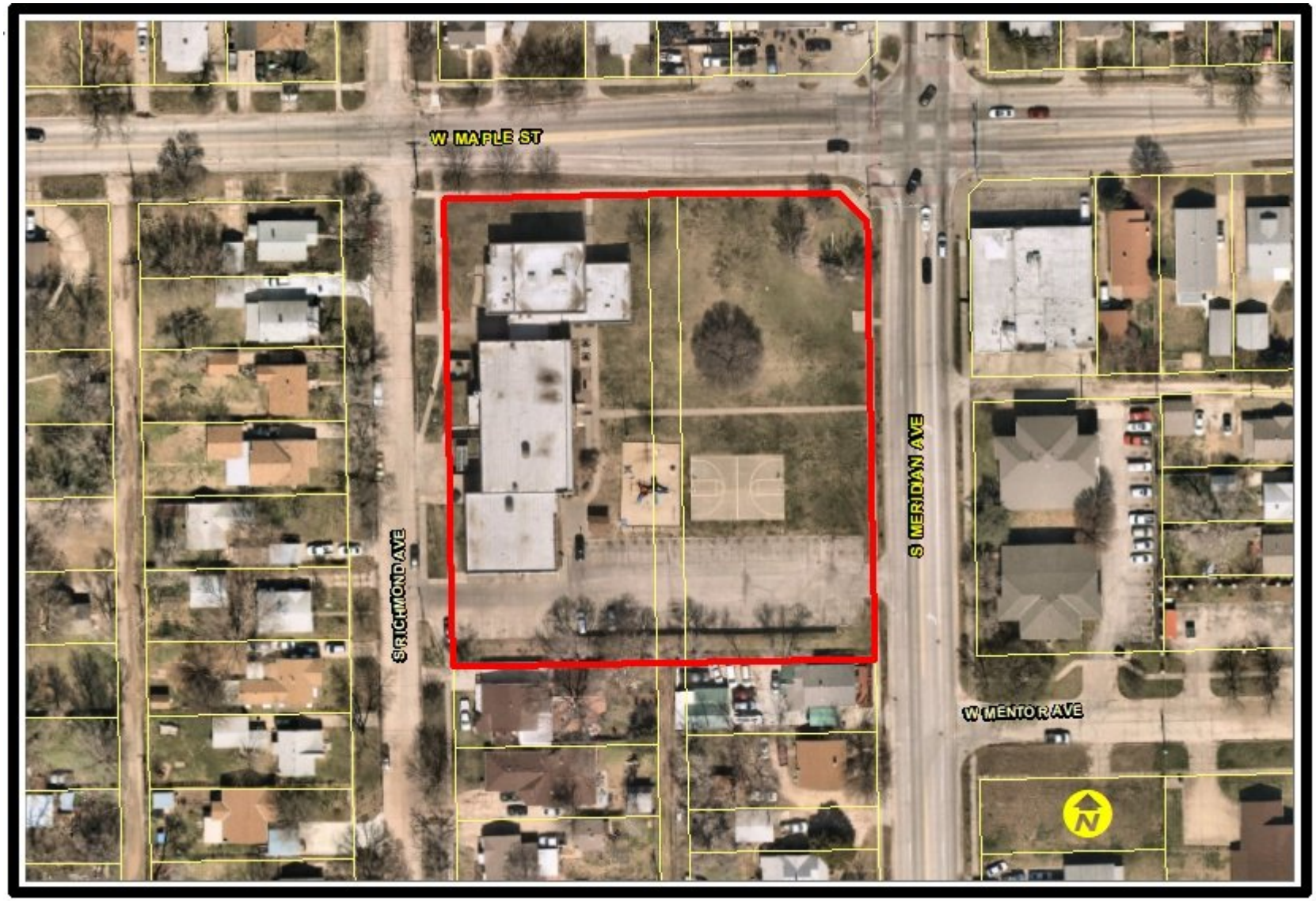
VICINITY MAP

SCALE: 1" = 20'

PUD #??

METRO MERIDIAN
PLANNED UNIT DEVELOPMENT

Baughman Company, P.A.


W MAPLE ST
S RICHMOND AVE
S MERIDIAN AVE
W MENTOR AVE
N

W BURTO NAVE
W BURTO NAVE
S SEDGWICK ST
S SAINT CLAIR AVE
S MERIDIAN AVE
W MAPLE ST
S SEDGWICK AVE
W MENTOR AVE
S SAINT CLAIR AVE
KANSAS AND OKLAHOMA RR
WICHITA
S SAINT PAUL AVE
S GORDON AVE
S EDWARDS AVE
S RICHMOND AVE
W UNIVERSITY AVE
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AFB
U
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

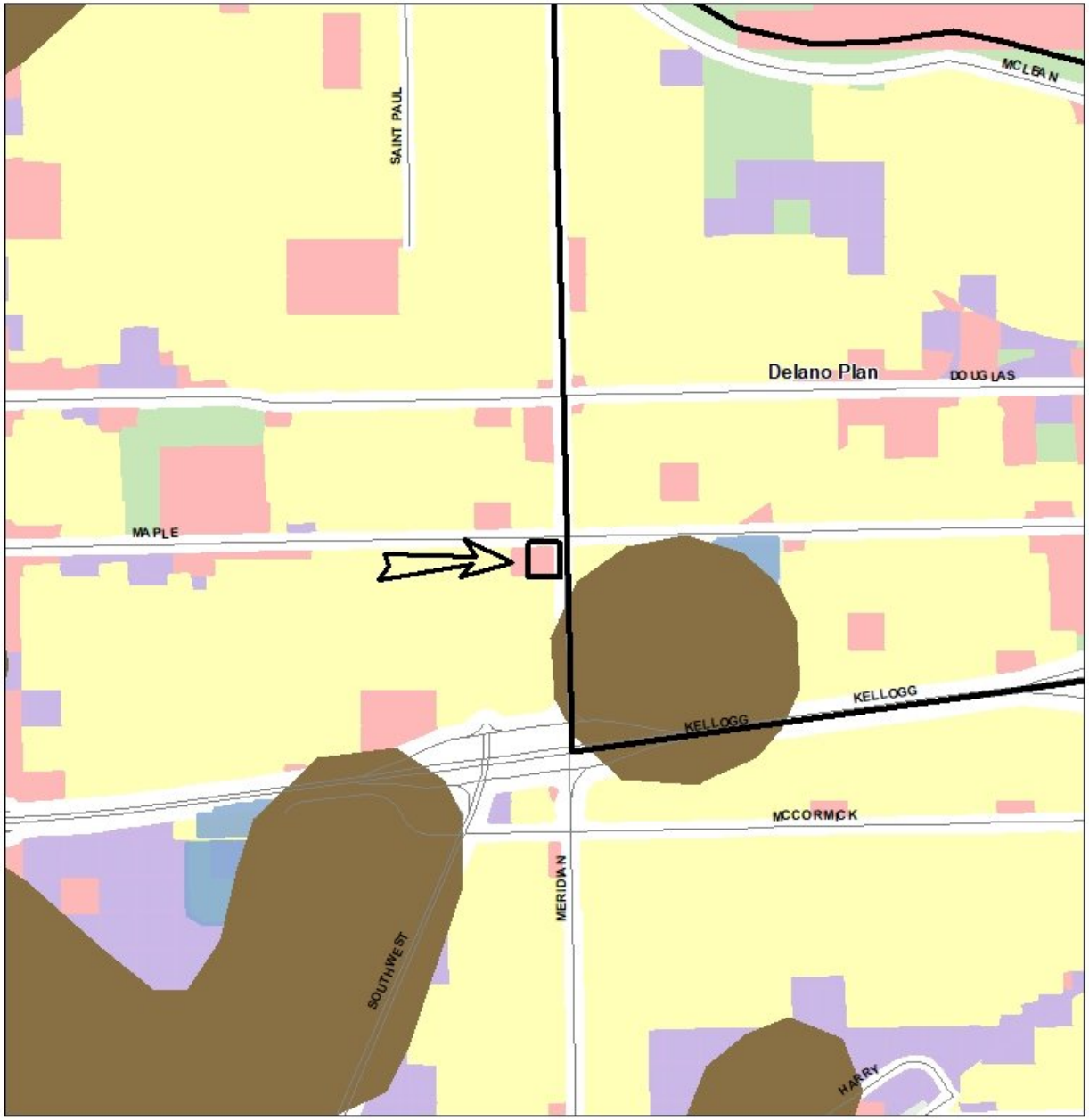
Statistical Development Areas

- 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



Property south of the subject site

Property north of the subject site

Subject site facing south

Subject site facing west

Property west of subject site

Subject site facing east

EXCERPT MINUTES OF THE MAY 19, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

4.6 PUD2022-00009: City Zone Change from NR Neighborhood Retail and LC Limited Commercial to PUD Planned Unit Development to permit live entertainment in addition the existing commercial uses on property located on the southwest corner of West Maple Street and South Meridian Avenue (301 S Meridian).

Lots 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, and the north 20 feet of

Lot 310, on Phillips now Richmond Avenue; and

Lots 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, and the north 20 feet of

Lot 471, on Meridian Avenue, all in Martinson's 5th Addition to the City of Wichita, Sedgwick County, Kansas, together with the vacated alley lying between said Lots and extending from the South line of Maple Street as platted in said Martinson's 5th Addition to the North lines of said Lot 310 and said Lot 471, EXCEPT that part dedicated for street on Film 1102, Page 477.

BACKGROUND: The applicant is seeking a zone change to establish the Metro Meridian Planned Unit Development (PUD #98) for custom zoning. The custom zoning would expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the NR Neighborhood Retail zoning district. The subject property is located at the southeast corner of West Maple Street and South Meridian Avenue (301 South Meridian). The subject property is currently zoned NR Neighborhood Retail and LC Limited Commercial. The subject property is developed with the Muse Meridian Center.

The applicant plans to expand the existing music school component to include the ability to host live musical events. To accommodate these plans, the applicant is proposing to allow new uses on the site including Community Assembly and Nightclub in the City. Community Assembly is defined in the Unified Zoning Code (UZC) as an establishment providing meeting, recreational, educational, cultural, or social facilities for a private membership or non-profit association, primarily for use by members and guests. Nightclub in the City is defined in the UZC 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. These two uses are not allowed by-right under the existing zoning.

The attached, proposed PUD language lists the follow regarding proposed development standards:

(1) The maximum number of buildings is 3.
(2) Buildings heights shall be in accordance with the NR Neighborhood Retail zoning district.
(3) Setbacks shall be as shown on the PUD drawing. These are 20-foot setbacks on the north and east sides of Parcel 1. The setback on the south side of Parcel 1 is 15 feet, and the setback on the west side of Parcel 1 is 0 feet.
(4) Signage shall be in accordance with the NR Neighborhood Retail zoning district.
(5) Uses in Parcel 1 are limited to those permitted by-right in the NR Neighborhood Retail zoning

district with the addition of Community Assembly and Nightclub in the City. These additional uses are subject to the supplemental use regulations in Section III-D.6.w of the UZC. Associated establishments shall cease operation by 11:00 pm, Sunday through Wednesday, and 2:00 am Thursday through Saturday. Alcohol sales are prohibited.

After consultation with the applicant, it was determined that the proposed use of the site does not classify as a Night Club in the City because there will be no presence of alcohol. Therefore, the list of permitted uses is recommended to state Entertainment Establishment and Event Center instead. These uses are still subject to Supplementary Use Regulations in Section III-D.6.w. The applicant will not be hosting any of these types of events outdoors. Therefore, staff is recommending that specific language regarding the prohibition of events associated with the Entertainment Establishment/Event Center from being held outdoors.

Regarding the hours of operation, given the surrounding residential properties, staff is recommending the permitted hour's operation be restricted to 9:00 p.m. Sunday through Thursday, and 11:00 p.m. on Friday through Saturday.

Properties to the north of the subject site, across West Maple Street, are zoned TF-3 Two-Family Residential and LC Limited Commercial. These properties are developed with single-family residential and a tire repair shop. Properties to the south of the subject site are zoned TF-3 Two-Family Residential and developed with single-family residential. Properties to the east of the subject site are zoned LC Limited Commercial and B Multi-Family Residential. These properties are developed with commercial and multi-family uses. Properties to the west of the subject site are zoned TF-3 Two-Family Residential and MF-29 Multi-Family Residential. These properties are developed with single-family residential.

CASE HISTORY: On November 5, 1886, the subject site was platted as part of Martinson's 5th Addition. On May 30, 2002, an Administrative Adjustment was granted to allow parking in the front setback and to reduce parking requirements for a high school from 60 spaces to 51 spaces (BZA2002-00031). On June 26, 2002, a Variance was granted to reduce the front building setback from 25 feet to 13 feet 9 inches (BZA2002-00033). On December 18, 2002, a Variance was granted to reduce the building setback on the west side of the property (BZA2002-00044). On November 24, 2007, a portion of the subject property was rezoned from TF-3 Two-Family Residential to NR Neighborhood Retail (ZON2017-00030).

ADJACENT ZONING AND LAND USE:

NORTH:	TF-3 and LC	Single-Family Residential and Tire Shop
SOUTH:	TF-3	Single-Family Residential
EAST:	LC and B	Commercial multi-family
WEST:	TF-3 and MF-29	Single-Family Residential

PUBLIC SERVICES: West Maple Street is a four-lane, paved arterial with sidewalks on both sides. South Richmond Avenue is a two-lane, paved local road with sidewalks on both sides. South Meridian Avenue is a four-lane, paved arterial with sidewalks on both sides. On-street parking is not permitted on West Maple and South Meridian. However, South Richmond permits on-street parking on both sides of the street along

the same block as the subject site. There are Wichita Transit bus stops within one-quarter mile along West Maple Street and South Meridian Avenue. All municipal services are available to the site.

CONFORMANCE TO PLANS/POLICIES: The requested zone change is in conformance with the following plans.

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 appropriate for Commercial. This 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. Convenience retail, restaurants, small offices, and personal service uses are located in close proximity to, and potentially mixed with, Residential Uses."

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 3, "Improve the economic feasibility of commercial/service uses and the markets necessary to support them." The proposed PUD will further bolster the economic feasibility of the existing music school.
- 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 proposed PUD would allow further strategic reinvestment in the area by allowing for new activities and uses on the site.
- 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 an identified node. The plan depicts the intersection of Douglas and Meridian as a node a couple blocks to the north. Edge areas are those areas designed for low intensity uses. This property has been used as a school for decades, and the proposed uses should not have a negative impact on 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.

1. The site shall be developed in substantial conformance with the attached, recommended development guidelines and general provisions of the approved PUD #98.
2. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #98) Metro Meridian Planned Unit Development has special conditions for development on the property.
3. 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) **<u>The zoning, uses and character of the neighborhood</u>:** Properties to the north of the subject site, across West Maple Street, are zoned TF-3 Two-Family Residential and LC Limited Commercial. These properties are developed with single-family residential and a tire repair shop. Properties to the south of the subject site are zoned TF-3 Two-Family Residential and developed with single-family residential. Properties to the east of the subject site are zoned LC Limited Commercial and B Multi-Family Residential. These properties are developed with commercial and multi-family uses. Properties to the west of the subject site are zoned TF-3 Two-Family Residential and MF-29 Multi-Family Residential. These properties are developed with single-family residential.

(2) **<u>The suitability of the subject property for the uses to which it has been restricted:</u>** The subject property is currently zoned NR Neighborhood Retail and LC Limited Commercial. The subject property is developed with the Muse Meridian Center. The existing school could continue to operate without the Community Assembly and Nightclub in the City uses.

(3) **<u>Extent to which removal of the restrictions will detrimentally affect nearby property</u>:** The proposed PUD will allow the school to host community and private functions that include alcohol. The sale of alcohol will be prohibited on site. The additional uses should not detrimentally affect nearby properties.

(4) **<u>Conformance of the requested change to the adopted or recognized Comprehensive Plan</u>:** The proposed rezoning is in conformance with the *Community Investments Plan and* the *Wichita: Places for People Plan* as discussed in the staff report.

(5) **<u>Relative gain to the public health, safety, and welfare compared to the loss in value or the hardship imposed upon the applicant</u>:** Approval of the proposed zoning would allow the school to host community and private functions that include alcohol. The sale of alcohol will be prohibited on site. Denial would represent loss of economic opportunity for the applicant.

(6) **<u>Impact of the proposed development on community facilities</u>:** The proposed PUD is not expected to have an increased impact on community facilities.

PHILIP ZEVENBERGEN, PLANNING STAFF: Presented the staff report and advised for clarification that there is no provision of alcohol and the nightclub in the city use is not intended, and it's not going to be part of their approved language of the purity because they don't need that level of use because they're not providing alcohol. This case was assigned to former Planner, and I spoke with him prior to the MAPC meeting today. He said that he has not received any public comments from surrounding property owners.

PHIL MEYER, BAUGHMAN COMPANY, 315 S ELLIS, WICHITA, AGENT: Referring staff recommendations of the staff report on page 7, item 4 – we have absolutely no issue with changing the language of entertainment establishment to event center – that gets us to what we want to do. We are opposed to the time changes – we'd like to get it approved with the times that we first submitted it with – and we want to maintain the right to do this outdoors. Our only two issues are the timing and the indoor/outdoor. This is a repurpose of an old school building. We did this in 2017, so we've been onsite for five years with this project. You can rent a room in there. There's a daycare facility and some rooms are rented by artists, so you can paint in there and do clay. There's also music teachers in there that provide

music lessons. Part of what they're looking to do – music teachers, youth and adults – is have their own outdoor concerts or performances. This isn't going to be a rock concert with 300 people sitting on the grass – this is just small events for the kids. So, on the outdoors, if Planning Commission is willing to compromise on that, I think we limit that to the east side of the building and north of the parking lot, which is about a 90-foot buffer from the residences to the south. If you look at the diagram up there, that might be a compromise. If you're willing, but the applicant would really like this approved with the timeframes we submitted it with and with the outdoor available.

HARTMAN: Would they be willing to restrict it to just the operations of the building (privately), and not outside people coming in and using it for entertainment (concert)?

MEYER: It is for somebody renting a space there, so it isn't just for public use for an outdoor concert – you have to lease a space inside the building.

GREENE: The hours of operation, what's the concern with that, such as 2 AM?

MEYER: I don't know that I have a great answer for that, but this facility is used 24/7 now. Artists keep different hours and there are people in there all the time. I believe that's why they're wanting a longer timeframe. If a second-shift worker wants to go in there to make a piece of art, they can go in there after work, so activity is happening all the time, indoors.

GREENE: Are the hours of operation for outdoor activities or indoor activities? This is kind of running together.

MEYER: I don't know if it was staff's intent to be outdoors. We didn't clarify very well when we submitted it with the hours of operation.

GREENE: I don't have any problem if somebody wants to go in there at 2 AM and make a pot. I just don't want somebody at 2 AM to go outside and start playing some bagpipes.

MILES: I've been in this building, and I think they're already doing that type of stuff, 24/7. I wonder about the later hours, if, in fact, they're just wanting this for an occasional kids' concert outside, why the hours would need to be until 11:00 at night because I think most kids are in bed way before that.

RANDALL HUBERT, 2844 NORTH WILD ROSE CT, WICHITA: I'm the President of the James D Would LLC, or a landlord in the area of a duplex that has one tenant in his fifties and the other in his sixties. Our initial concern was basically the loud music late at night, whether there was going to be the sale of alcohol, and inebriated persons coming and going from there. We like the recommended text that you have on page 5 that the staff recommended on the hours. And, if I understand it right, they can't sale or provide alcohol. One question we have is whether they're going to have events like weddings or something where people bring their own alcohol causing a ton of people coming and going and walking around inebriated in the neighborhood. We like the changes to the hours with 9 PM on weekdays and 11 PM on Friday and Saturday. The other concern was whether there was going to a band playing loud music during the weekday. We're supportive of the staff recommendations. We're at 505 and 507 South Meridian – there's one single-family residence right next to the school on the south, and then there are duplexes right next to that.

MEYER: We had a conversation with the applicant/owner of this when the staff report came out and they asked for the application to be approved as submitted, so that's what I'm going to do. I'm going to ask the Planning Commission to approve the timeframe as submitted.

GREENE: Can we have the hours of operation outdoors as staff presented, and the hours of operation indoors as the applicant has requested?

ZEVENBERGEN: If I can make a clarification, Staff's recommendation for hours of operation were related to outdoor entertainment events – we didn't have any concern over use inside the building. It was more if you're going to have concerts or entertainment in association with it, and those would be outdoors, we didn't want those outdoors. If they're going to have a concert inside, those were the hours of operation we were looking to limit, not the uses inside, just like a concert, so no outdoor entertainment events at all.

GREENE: Is there an auditorium at this school or not?

MEYER: I've been in there, but I can't answer that. I walked through the hallways, but I didn't open all the doors.

MILES: It's a gymnasium.

GREENE: Philip, Staff has issues with concerts indoors, or they don't after a certain time?

ZEVENBERGEN: Outdoors, after a certain time of night. Our concern was concerts outdoors – we want to prohibit outdoor entertainment. Clarification needs to go into the language about indoor, like indoor entertainment versus the hours of operation, the entire place, understanding that not everything they do is going to be a nuisance at 2:00 in the morning. You can potentially hear even outside, as well as the amount of traffic and things that might be produced by a special event, like a concert, even if it's held indoors. The effects of that on the neighborhood – getting out at 2:00 AM on a Thursday.

FOSTER: You also say, on page 5, events associated with the entertainment establishment and/or event center not permitted outdoors, so you're saying Staff wanted no outdoor anything?

ZEVENBERGEN: Correct, not for entertainment. While we're talking about things on page 5, there's a couple of clarifications that we need to make on here. These are things that JR Cox mentioned to me on item number 4. We talked about having compliance with section 3D/6W. They would need to be in compliance with that one that requires a 200-foot separation for residential, so we would need to accept that distance and allow it to be within 200 feet of residential – we're fine with the way it's written right now, just an exception to that and to allow that. Then, the way it's written for alcohol sales not being prohibited, knowing their intention is not have alcohol at all – no alcohol is permitted on site. Their intention is not to have alcohol, but that would take care of the fact that if somebody rents a space and it's an event, that they don't iterate and provide free alcohol to somebody, they intend to have no alcohol on the premises, and instead of mentioning it as alcohol sales are prohibited, say alcohol is prohibited on site.

MILES: I can't vote in favor of having any outside events as close as this is to a neighborhood. You all may not recall, but several ago, we approved an event center out in the county on less than an acre of land. I have been out to visit the neighbor several times, who has been living in his home for 20 years, and can no longer enjoy his home because of the music that comes from that event center every single weekend. I also live down the street and a half a block from a neighbor in my neighborhood that likes to play his stereo really loud until all hours of the night. I don't think we need to ask the residents, the people that lives in the residences in this area, to give up their right to have quiet in the evening so this place can have concerts on an ongoing basis outside. I think that's an injustice for us to ask them to accept that in their homes, so for that reason, I can't support this.

BLICK: Is this a part of the Delano Neighborhood Association.

ZEVENBERGEN: This is west of Meridian so it's outside of Delano.

BLICK: Is this Sunflower Neighborhood Association? Did they call?

ZEVENBERGEN: My understanding from Matt, who developed this case, when I reached out to him about any public comment, he said he heard none.

(Unknown speaker): How close is it to Kellogg?

ZEVENBERGEN: About half a mile.

*******Conversation took place about how far the subject property is from Kellogg and revising staff comments, but it was very inaudible who was making the comments and the actual dialogue***

WARREN: I move to approve subject to staff comments.

FOSTER: Do we need to revise Staff comments?

ZEVENBERGEN: What she's mentioning is the alcohol not permitted on site and the 200-foot rule.

FOSTER seconded the motion.

MILES: Is that with or without allowing outside events?

ZEVENBERGEN: Staff recommendation prohibited outdoor events.

> **MOTION:** To approve subject to revised staff recommendation of alcohol not permitted on site, exception to permit use within 200 feet of residential and indoor entertainment for hours of operation.
>
> **WARREN** moved, and **FOSTER** seconded the motion, and it carried (9-2), **MCKAY and GREENE opposed.**

INTEROFFICE MEMORANDUM

TO: MAPD

FROM: Rebecca Fields, Community Services Representative, District 4

SUBJECT: **PUD2022-00009**

DATE: June 13, 2022

On Monday, June 6, 2022, Scott Wadle, Director of the Metropolitan Area Planning Department (MAPD), presented PUD2022-00009 to the District 4 Advisory Board.

The applicant is seeking a zone change to establish the Metro Meridian Planned Unit Development (PUD #98) for custom zoning. The custom zoning would expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the NR Neighborhood Retail zoning district. The subject property is located at the southwest corner of West Maple Street and South Meridian Avenue (301 South Meridian). The subject property is currently zoned NR Neighborhood Retail and LC Limited Commercial. The subject property is developed with the Muse Meridian Center.

All DAB members were able to view the staff report that had been forwarded electronically the previous week and were also provided hard copies at the meeting site. Mr. Wadle stated that this is a bit of a complex case and that the applicants and their agent are attending the meeting so they can answer questions and speak.

Mr. Wadle continued to relay the basics of the report while those in attendance viewed the maps, site plan, and photographs of the area on the overhead. (One of the nearby residents in this area interrupted Mr. Wadle, but then sat back down) Mr. Wadle stated that this PUD is considered custom zoning and explained that it would be a mix of zoning and would explain further into the report. When the board and guests were shown the Zoning map of the area, it was pointed out that there was a significant amount of residential zoning (yellow and beige blocks) surrounding the proposed PUD (school). Mr. Wadle stated that it is a standard practice to have commercial zoned properties at major intersections throughout the City.

Upon continuing the presentation, Mr. Wadle explained that a Nightclub in the City entertainment license is for both entertainment and alcohol. In order to accommodate this plan, the applicant is proposing new uses on site including Community Assembly and Night Club in the City. Community Assembly defined in the Zoning Code as an establishment providing meeting, recreational, educational, cultural or social facilities for a private membership or non-profit association, primarily for use by members or guests. Nightclub in the City defined in the city's Unified Zoning Code is 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 pubic or its members, and which may

or may not serve food. The two uses, Community Assembly and Nightclub in the City are not allowed on this site under the current zoning.

The following PUD custom zoning language was then stated by Mr. Wadle

The Planned Unit Development allows a certain level of flexibility with site development regulations which would otherwise not be permitted under the existing zoning. The intent of this PUD is to expand the existing music school component to include the ability to host live musical events, in addition to maintaining the current limitations of the '"NR" Neighborhood Retail zoning district.

PARCEL 1

Net Area:	92,575 sq.ft., or 2.13 acres ±
Maximum Building Coverage:	27,772 sq.ft., or 30 percent
Maximum Number of Buildings:	Three (3)
Maximum building height to conform to the "NR" Neighborhood Retail zoning district.	
Setbacks:	See Drawing
Access Points:	See Drawing
Permitted Uses:	See General Provision #4

GENERAL PROVISIONS

1. This development contains a gross area of 92,575 sq.ft., or 2.13 acres, more or less.

2. Setbacks within Parcel 1 shall be as shown on the PUD drawing.

3. Signs shall be in accordance with the "NR" Neighborhood Retail zoning district.

Uses in Parcel 1 shall be limited to those permitted by-right in the "NR" Neighborhood Retail zoning district, **with the addition** of the following uses: Community Assembly; Entertainment Establishment and Event Center shall be subject to supplemental use regulations in Section III-D.6.w of the Unified Zoning Code. Associated establishment shall cease operation by 9:00 p.m. Sunday through Thursday, and 11:00 p.m. Friday and Saturday. Alcohol sales are prohibited. (Revisions in red)

After consultation with the applicant, it was determined that the proposed use of the site does not classify as Nightclub in the City because there will be no presence of alcohol for the events. Therefore, the committee lists the uses as an Entertainment Establishment and Event Center instead, and events are not permitted outdoors. They are still subject to regulations per the Zoning Code, and therefore the staff recommends specific prohibition of events pertaining to entertainment outdoors. Staff recommends Approval of this based on specific language which will be discussed further. Page five of the staff report explains the specifications of this PUD. The items that Mr. Wadle would like to point out are the General Provisions (refer to staff report and revisions). Mr. Wadle pointed out that if someone were to attend a class or event and brought in a beer, that that would not be in violation of the PUD. Upon conclusion of the staff presentation, Mr. Wadle asked if the board had any questions.

Chair Rainwater asked Mr. Wadle if this property were ever to change hands, this text remains

with the property, and alcohol would never be allowed to be sold. Mr. Wadle replied “You can never say never.” But the Zoning would stay the same.

DAB Member June Johnson, for clarification, asked if this would apply if the current building was torn down and replaced by a new building. Mr. Wadle replied that they are not proposing to do that, and that this Zoning really doesn’t address that other than to say it is limited to 3 buildings for now. Ms. Johnson stated “So you have a music school, and now they will be able to have public performances and events, perhaps fund raising, and it is money for the school, and then other people can perhaps rent it out. That sounds like a great use for this property.”

DAB Member Grant Delmar stated that he is seeing a “gray area” here, that alcohol cannot be sold. Mr. Wadle replied that in the red text on page 5 of the staff report it says that alcohol is prohibited on site. Mr. Delmar replied that it was also said that if someone brings a beer, or whatever, then what I am hearing is that it is permitted for people to bring their own alcohol. Mr. Wade replied that what he is trying to do is to draw a distinction between the areas of classrooms and musical sessions, which the applicant can clarify, and that this is not a prohibition of alcohol there, that this is a prohibition on events taking place and having alcohol.

DAB Member Beckie Jenek asked if this is like having a painting class with a wine night, that class members could bring their own wine. It just couldn’t be a public performance like a concert. Mr. Delmar then asked, if they had a public concert that people could not bring their own alcohol, and Mr. Wadle said correct, and that they cannot sell alcohol.

DAB Member Dalton Glasscock asked if this is applied as 1 building or is this considered three (3) separate buildings. Mr. Wadle said that he would defer to the applicant, that he knows the Zoning code states there will be no more than 3 buildings.

There were no further questions for Mr. Wadle. Chair Rainwater then asked if the applicant would like to speak. Mr. Russ Ewy with Baughman Company, agent for the applicant, stood and spoke. He commented that this proposal is simple in our minds, but complex on paper. This school was rezoned 5 or 6 years ago for repurposing for multi uses and provides for classrooms and offices for those who need only that space. When the applicants described what they were wanting to do, that’s when the City let them know that it would require re-zoning due to the activities they were wanting to provide so that the music school could have concerts without limitations, but that’s for students. The rezoning would allow the music school to host “outside artisans” to have concerts or classes outdoors. There are other uses in the building such as a recording studio and broadcast studio. The gymnasium is on the north (Maple Street) side of the building. Towards the south of the building between the school and the basketball courts there is a small utility shed, so primarily there are 2.5 buildings. The gymnasium is considered a separate building and is connected to the school by a small breezeway. That’s the primary location for events. The south side of the building has trees for screening and then about 80 feet of parking lot. The basketball court is approximately 100 ft north of the south property line.

Mr. Ewy said that there is a 2nd recommendation for the City Council to consider a 10 pm closure during the week, with a midnight closure on Friday and Saturday night. This creates more of a compromise of the original application. In addition, it states that alcohol would be prohibited, whereas the applicant’s original request was to prohibit alcohol sales just for the Entertainment and Event Center use. The applicant is also requesting that they be allowed to have events outdoors within 50 ft of the gymnasium. The building sits at an arterial intersection, and the noise is equivalent to the traffic noise. The school building provides a buffer to the residences on the

west and south of the building. They (the applicants) would be willing to stop outdoor events all week at 10 pm related to the event center.

DAB Member Rebecca Robertson asked if the purpose of the outdoor concerts was to allow for more space, better acoustics, or what is the reason for wanting to perform outside instead of keeping concerts inside. Mr. Ewy replied that it is to take advantage of nice evenings, and that this is standard for most event centers. Each center is tailored for the applicant and space.

DAB Member Dalton Glasscock asked if the applicant would be willing to have no amplified music. The applicant feels that this falls within the existing noise ordinance and should have no bearing on this case because if they are in compliance with the ordinance then that issue is solved. Mr. Glasscock then asked Mr. Wadle that if the board did not approve outdoor music, could the applicant apply for an individual permit to host an outdoor event? Mr. Wadle replied that this is an interesting question because there are permits given for outdoor events, but he doesn't know how this would relate to the zoning. But he can say that this would be in violation of the zoning code at this location.

DAB Member Grant Delmar asked if there was going to be additional buffering installed such as a fence or shrubs/trees. Mr. Ewy replied that that hasn't been expressed, and that the site does meet the screening requirements as is. Obviously the building itself is a sound barrier for the homes to the west of the building, and there is a tree row along the south property line.

Mr. Glasscock asked the age of the majority of the students that attend classes in this building, and Mr. Ewy referred to applicant Aaron Underwood. Mr. Underwood with Muse Meridian Inc. stated there are 11 rooms in the school that are being used by Little Stars Therapy, an autism and daycare therapy service. They are moving their therapy to a new location a couple of rooms at a time, and they will be renting these rooms out to more creative-based groups/businesses. There is an artist and a photographer that are currently renting rooms on the 2nd floor of the building, as well as a music school. Muse Meridian is geared towards youth and recovering addicts that are given functions inside the arts and entertainment world. Some of the groups moving into the school are educational based such as showing how to screen print and other instructors that can teach art and/or music.

Mr. Underwood went on to address the outside events. If they are pointing amplification towards Meridian Street, this should not interfere with neighbors to the west and to the south. By having an outside event, this helps promote what is happening inside the building itself. Mr. Underwood also stated that this location is a food desert and they would also like to host a farmers' market and some food truck events. They had a food truck there one time and the truck made $3,000 mostly off those living in the neighborhood. Another reason for these events is that there is not an event center that caters to all ages of people. Mostly where people go to hear live music are bars and nightclubs. Wichita has around 30 rehab centers, but once people are out of rehab there is nowhere for them to go to hear live music in a social setting other than bars and other places serving alcohol. There are 16 rooms in this school building and they plan to have them filled with family-friendly and age appropriate classes and events.

DAB Member Dalton Glasscock asked how long they have been in this building, and Mr. Underwood replied about 6 months now. DAB Member Beckie Jenek asked how the parking lot accommodates the current usage and how will it accommodate the planned usage. Mr. Underwood replied that Little Stars Therapy has been overflowing the parking during the day due to every student having their own therapist. That's 70+ therapists, plus additional staff.

Mr. Ewy stood to address the parking issue by stating that any new use would be dictated by City code, but currently there is adequate parking for Muse Meridian Inc., and there is obviously room for expansion if need be.

DAB Member Rebecca Robertson applauds the applicants for the vision that they have because there needs to be places for people to interact that does not include alcohol. The outside area for events is surrounded mostly by commercial properties and doesn't see any problem with having outdoor events.

Geoff Kelly with Muse Meridian then took the podium to address the hours of operation. He is concerned that pushing people out too early is not giving them a safe place because where will they go? For alcoholics it is tempting to go to a bar that stays open later, therefore he would like to be competitive with "temptation". Ms. Robertson asked if he would be okay with going until midnight, and Mr. Kelly replied yes. Chair Rainwater agreed that music until 10 pm Sunday through Thursday and midnight on Friday and Saturday would be good. Ms. Rainwater would like to close the loophole on alcohol by adding that alcohol would be prohibited at all events. Period.

There were no further questions or comments from the board, so Chair Rainwater offered to allow the public to speak.

Karen Allaire, 518 S Richmond, came to the podium. She told the applicants that she appreciates what they are trying to accomplish, but she doesn't think that serving alcoholics and addicts until 9 or 10 pm will work because then they just go down the street and steal from the residents. They try the car doors and go into her garage and take anything that is not locked up that can be resold. The parking on the street is not working because the street is narrow and people park on both sides of the street making it difficult to back out from any driveways. She's 72 years old and doesn't care for any noise either. If she wanted noise she would move down to the riverfront where they have all that noise. The applicant asked Ms. Allaire if she has been disturbed by any noise coming from the school building and she replied no. Ms. Allaire doesn't think that a residential neighborhood is a good location for what the applicants are trying to accomplish and she thinks her property value will go down.

Mr. Rusty Isham, 540 S Richmond, followed by stating that he has owned a house in the neighborhood for over 10 years. He likes their ideas, but he assumes when they start having events that it will create more traffic and problems. He is not in favor of them putting in more buildings. Several DAB Members wanted to clarify that the site already has two (2) buildings, and would allow for a third building, but the applicants have no intention of building another unit on the property. The available space, based on setbacks, would have to be review and approved by MAPD, MAPC, and the City Council if more buildings were put on this site. And more occupancy would have an additional parking requirement as well. Mr. Wadle elaborated that it would depend on the use of the building as per zoning regulations. Mr. Isham just doesn't want more traffic and parking on the street (Richmond) behind the school.

Mr. Isham further stated that he was one of several people on the block who did not receive a notice from the Planning Department and that it was Ms. Allaire who brought it to his attention. Chair Rainwater had Mr. Isham show where his house was located on the map in relation to the school building. Mr. Ewy came to the podium and stated that it is required by State Statute to notify property owners within 200 feet of the property lines. The City of Wichita expands this perimeter based on acreage. In this particular case, all property owners within 350 feet of the

proposed zoning have to be notified. The process that Mr. Ewy uses is that he creates a map and the title company creates a list of every property owner that falls within the perimeter of the proposed zoning site, then the Planning Department mails out the notices. Mr. Ewy stated that it is quite common for one neighbor to get a notice, but a neighbor just slightly further away does not receive a notice. But MAPD also requires an onsite application sign, which there is one at this location that is there for typically 13 days prior to the day of the hearing.

DAB Member Grant Delmar told the residents that this whole process is not taken lightly and that the board takes into consideration all sides of the matter. But it is clear that they cannot make everyone happy in these types of situations.

Mr. Underwood thinks that maybe “no parking” signs could be implemented on one side of the street to help with the parking situation and residents not being able to back out of their driveways. Mr. Isham said that when he has called the police to help with the parking situation, he was told that people cannot park within 8 feet of a driveway. Mr. Isham said that he spoke to Traffic Engineering and was told that they don’t put up “no parking” signs and that he needs to keep calling the police about illegal parking on the block (Richmond).

Mr. Wadle came to the podium and said that he helps manage the city’s parking systems and a couple of things you want to look for with parking are occupancy rates because the standard that the City is aiming for is below 80% occupied. When there are complaints, the best practice is to do a survey and collect data for when there are peak times of use, etc. That way you do not end up with signs and restrictions where they are not needed. When there are events in buildings that are near residences (such as community theater, etc.) you can sometimes just mark the curbs where there are no parking zones so that the police know to ticket violators. The good thing about having narrow residential streets is that they help prevent speeding, but the bad thing about narrow streets is that it makes it hard to navigate with parking on both sides.

Chair Rainwater asked if there was anyone online that wished to comment or ask questions. Being there were none, the matter was brought back to the board for any further comments. DAB Member Beckie Jenek spoke that she is an alcoholic and addict and has been sober since August 13, 2007. She normally would not “flaunt” this openly, but she hears negative comments frequently whenever an organization is wanting to have a recovery program or facility to help those who are battling addictions. But like the applicant stated, there are not enough opportunities in Wichita to attend events without the temptation of alcohol. There has been an increase in crime during the summer because there are not enough programs or places for kids to attend that keep them occupied when they are not in school. Further, she has been involved with community theater in Wichita since 1997. She normally advocates for the residents and neighborhoods in these types of cases, but she also has to dispel misinformation and false rumors when it comes to helping addicts, musicians, performers, and artists. She believes that Muse Meridian fits within the feel of this neighborhood and that it will benefit the whole of Wichita. Therefore, she strongly supports this proposal and would like to see a clause for outdoor events.

DAB Member Dalton Glasscock made a motion, given to the fact that he thinks it fits the community, to **approve the staff recommendations listed on page 5 of the staff report’s general provision, editing from 9 pm Monday through Thursday to 10 pm Monday through Thursday, and from 11 pm Friday through Saturday to 12 am Friday through Saturday, striking the alcohol sales are prohibited, to alcohol is prohibited, with one more edit to remove the Entertainment Establishment and/or Event Center are not permitted outdoors to “ARE permitted outdoors until 10 pm”.** (so adding an outdoor restriction as a time period).

DAB Member Grant Delmar asked if there could be an addition about amplified equipment being permitted if it is pointed in the direction of Meridian Street. Chair Rainwater commented that any amplification would fall under the current noise ordinance. Mr. Wadle stated that you can add additional requirements regarding the direction of the amplification. You can also restrict outdoor events to a certain area.

Mr. Glasscock then revised the motion to approve the staff recommendations listed on page 5 of the staff report's general provision, and to cease operation at 10 pm Monday through Thursday and by 12 am Friday and Saturday. The Entertainment Establishment and/or Event Center will be permitted to have outdoor events until 10 pm, Monday through Sunday. Alcohol is prohibited on site, and amplification of outdoor equipment would be oriented towards Meridian and confined to the northeast quadrant of the property. The motion was seconded by DAB Member Wally Bell. Motion was approved 9/0.

DAB Member Glasscock then addressed the applicants and asked them to forward any event information to staff Becky Fields so that the DAB Members could attend their events.

OCA 150004

(Published in the Wichita Eagle, July 1, 2022)

ORDINANCE NO. 51-895

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. PUD2022-00009

City zone change from NR Neighborhood Retail and LC Limited Commercial to PUD Planned Unit Development, subject to the general provisions of PUD #98, on property described as:

Lots 286, 288, 290, 292, 294, 296, 298, 300, 302, 304, 306, 308, and the north 20 feet of Lot 310, on Phillips now Richmond Avenue; and
Lots 447, 449, 451, 453, 455, 457, 459, 461, 463, 465, 467, 469, and the north 20 feet of Lot 471, on Meridian Avenue, all in Martinson's 5th Addition to the City of Wichita, Sedgwick County, Kansas, together with the vacated alley lying between said Lots and extending from the South line of Maple Street as platted in said Martinson's 5th Addition to the North lines of said Lot 310 and said Lot 471, EXCEPT that part dedicated for street on Film 1102, Page 477.

The Metro Meridian Planned Unit Development (PUD #98) shall be subject to the following conditions:

1. The site shall be developed in substantial conformance with the attached, recommended development guidelines and general provisions of the approved PUD #98.
2. The applicant shall record a PUD certificate with the Register of Deeds indicating that this tract (referenced as PUD #98) Metro Meridian Planned Unit Development has special conditions for development on the property.
3. 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.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Adopted this 28th day of June, 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

Agenda Item No. VII-2

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: CUP2022-00017 with ZON2022-00025 – City Zone Change from SF-5 Single-Family Residential to GO General Office and an Amendment to CUP DP-18 to Permit Warehouse, Self-Storage on Parcel Located Within One-Quarter Mile North of West 21st Street North and Within One-Half Mile East of North Amidon Avenue. (District VI)

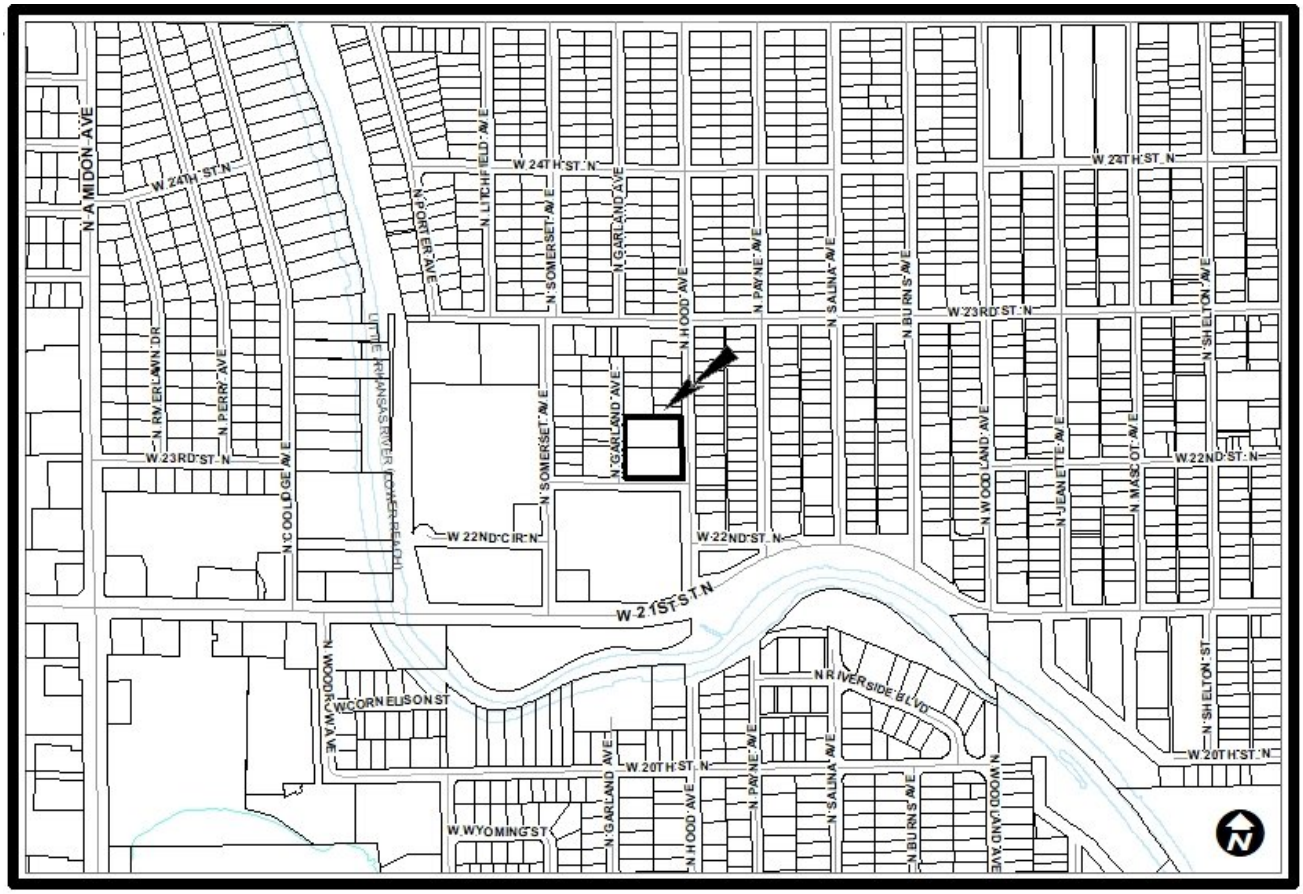
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: Deny (5-4-1).

MAPD Staff Recommendations: Approve with conditions.

DAB VI Recommendations: Approve (5-2) per staff recommendation.



Background The applicant is requesting a zone change from SF-5 Single-Family Residential to GO General Office and an amendment to the River Bend Shopping Center Community Unit Plan CUP DP-18 to permit Warehouse, Self-Storage as a permitted use on Parcel 4. The property owner intends to build self-storage units. The property is generally located within one-quarter mile north of West 21st Street North and within one-half mile east of North Amidon Avenue. The entire CUP is 5.24 acres in size and predominantly zoned LC Limited Commercial. Parcel 4 is currently 1.56 acres and is zoned SF-5 Single-Family Residential. The CUP restricts uses on Parcel 4 to parking for Parcel 1. Parcel 1 is adjacent to the south, across West 22nd Street North, and is comprised of a grocery store and other retail uses. General Provision #11 states "In no event is Parcel 4 to be used to satisfy the required parking for Parcels 1, 2 or 3." Therefore, it is presumed that the parking lot on Parcel 4 is for overflow. Therefore, if the parking lot is redeveloped, it will not be taking away from the off-street parking requirement for Parcels 1-3. Given the distressed appearance of the existing parking lot, it is presumed that it has not been utilized in some time.

In GO General Office zoning, Warehouse, Self-Storage is subject to Supplementary Use Regulations in the Unified Zoning Code (UZC) Section III-D.6.y unless modified by the CUP. The full list of these Supplementary Use Regulations is attached. The applicant is requesting a waiver of the following Supplemental Use Regulations:

> *(1) A tract for such use located in the GO District shall be Contiguous with a less restrictive district.* The requested waiver ensures the proposed self-storage warehouse is in compliance with the Unified Zoning Code (UZC) since the parcel is not contiguous with a less restrictive zoning district.
>
> *(2) The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the Transportation Plan adopted by the Governing Bodies and amended from time to time.* The requested waiver of this regulation will be required in order for the proposed self-storage warehouse to be in compliance with the UZC since it does not have direct access to West 21st Street North.
>
> *(17) A resident manager shall be required on the Site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.* The applicant desires to not be required to provide a resident manager. On-site management will be provided, but management will not reside on the Parcel as this Regulation requires. Staff is recommending against the waiver of this regulation because the purpose of providing a resident manager is for 24-hour security of the property.

Parking:

Supplementary Use Regulation #7 requires one parking space per 8,000 square feet of storage plus one per employee. The attached concept plan does not show any parking spaces. The proposed square footage of storage area is 36,500 square feet. The total square footage of storage plus an assumed one employee would require at least 6 parking spaces. Staff is recommending a revised site plan indicating where the required off-street parking will be located.

Screening and Landscaping:

The existing screening and landscaping provisions of the CUP require the following, but do not address Parcel 4.

- *A minimum of a 10-foot planting strip shall be installed along Somerset Avenue, Hood Avenue and West 22nd Street as indicated on the plan.* There is no evidence that this planting strip was ever installed. The same provision in the CUP requires proper maintenance of said planting strips or it may be considered a violation of the CUP.
- *A 5 to 8-foot semi-solid wall of brick, stone, masonry, architectural tile, or similar material along the north property line of Parcel 1 between the access drives (see attached CUP drawing).* This wall has been installed.
- *A 5 to 8-foot solid wood fence along the north property line of Parcel 1 between the western most drive and the west property line (see attached CUP drawing).* This fence is only required if the current large budling on Parcel 1 is extended to the west. This location does not have a fence installed at this time because the current building is built as shown on the plan and has not been

extended.

Supplemental Use Regulation #4 requires the following screening and landscaping for self-storage warehouse.

- Minimum 15-foot landscaped yard along the east, north, and west property lines where abutting or across the street from residential zoning.
- Architectural semi-solid screening fence or face of the structures as designed to screen the use from residential uses. The fence shall be a minimum of 6 to 8 feet and can be constructed of wood, stone, masonry, or similar material.

The north property line has an existing six-foot wooden fence that was likely constructed by the property owners to the north. This fence will need to be maintained and the applicant will have to install the other required screening and landscaping as described above. Staff is recommending the revised site plan to include the required screening and landscaping for review and approval, or a separate landscape plan be submitted.

Properties to the north, east, and west are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Property to the south is zoned LC Limited Commercial and is Parcel 1 of the subject CUP DP-18. The site is developed with commercial uses include retail, grocery, and restaurants and a bingo hall.

Analysis: On May 19, 2022, the Metropolitan Area Planning Commission (MAPC) denied the application (5-4-1). Two members of the public spoke in opposition to this application with general concerns over traffic, increased possibility of nuisance such as noise and trash. The findings of the MAPC centered on the need for applicant to request two waivers of the Supplementary Use Regulations in order for this use to locate on the subject site, and it does not fit the zoning and the context of the surrounding residential development. There is currently no commercial activity north of West 22nd Street North.

On June 6, 2022, District Advisory Board (DAB) VI reviewed the request and recommended approval (5-2), subject to staff recommendation. No members of the public spoke at the DAB hearing.

One valid protest petition was received against this case totally 6.67 percent of the protest area. This does not achieve the 20 percent threshold for protests. Therefore, this request can be approved by 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 ordinance as to form.

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and deny the requested zone change (requires four of seven votes). Alternatives: 1) Override the MAPC recommendation, accept the DAB recommendation, provide alternative findings, and approve the zone change (requires 5 of 7 votes or two-thirds); or 2) Return the case to MAPC for additional consideration (requires 4 of 7 votes).

Attachments:

1. MAPC Staff Report
2. Public Comment
3. Supplementary Use Regulations Section III-D.6.y
4. Recommended CUP Text
5. Protest Map
6. CUP Drawing
7. Site Plan
8. Aerial Map
9. Zoning Map
10. Land Use Map
11. Site Pictures
12. MAPC Minutes
13. DAB VI Report
14. Ordinance

AGENDA ITEM NO. 4.7

WICHITA—SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION

STAFF REPORT

MAPC: May 19, 2022
DAB VI: June 6, 2022

CASE NUMBER: CUP2021-00017 and ZON2022-00025 (City)

APPLICANT/AGENT: Nuot Nguyen & Ly Ngoc Thi Nguyen (Applicants)/ K.E. Miller Engineering (Agent)

REQUEST: Zone Change to GO General Office and Amendment to Community Unit Plan DP-18

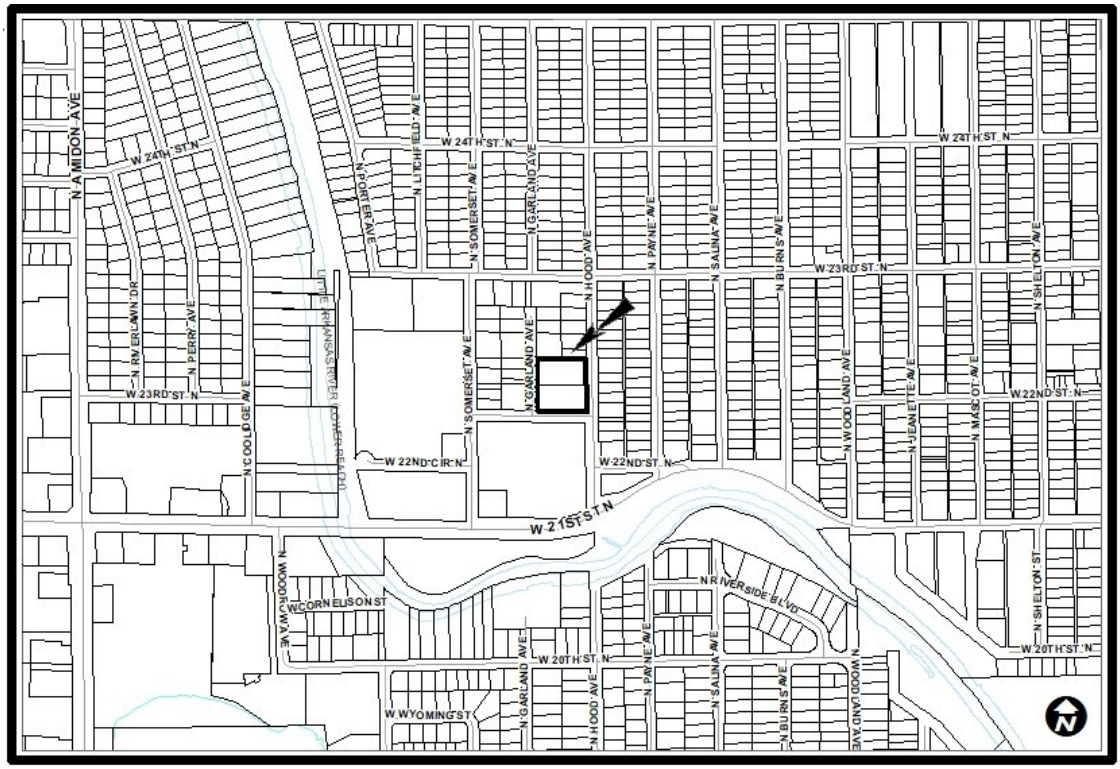
CURRENT ZONING: SF-5 Single-Family Residential

SITE SIZE: 1.56 acres

LOCATION: Generally located one-quarter mile north of West 21st Street North and within one-half mile east of North Amidon Avenue.

PROPOSED USE: To permit warehouse self-storage on Parcel 4

RECOMMENDATION: Approve with conditions.



BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to GO General Office and an amendment to the River Bend Shopping Center Community Unit Plan CUP DP-18 to permit Warehouse, Self-Storage as a permitted use on Parcel 4. The property is generally located within one-quarter mile north of West 21st Street North and within one-half mile east of North Amidon Avenue. The entire CUP is 5.24 acres in size and predominantly zoned LC Limited Commercial. Parcel 4 is currently 1.56 acres and is zoned SF-5 Single-Family Residential. The CUP restricts uses on Parcel 4 to parking for Parcel 1. Parcel 1 is adjacent to the south, across West 22nd Street North and is comprised of a grocery store and other retail uses. General Provision #11 states "In no event is Parcel 4 to be used to satisfy the required parking for Parcels 1, 2 or 3." Therefore, it is presumed that the parking lot on Parcel 4 is for overflow. Given the distressed appearance of the existing parking lot, it is presumed that it has not been utilized in some time.

Being considered concurrently with this request, the applicant has applied to vacate a portion of West 22nd Street North (VAC2022-00009) between Parcel 1 and Parcel 4 of the CUP. If approved, the vacated street right-of-way will be retained as a utility easement. The applicant intends to recess an entrance gate within the vacated street right-of-way to provide access to the storage unit complex. The amendment to the CUP will incorporate the area of the vacated street right-of-way into Parcel 4, increasing its size to 1.89 acres.

In GO General Office zoning, Warehouse, Self-Storage is subject to Supplementary Use Regulations in the Unified Zoning Code (UZC) Section III-D.6.y unless modified by the CUP. The full list of these Supplementary Use Regulations is attached. The applicant is requesting a waiver of the following Supplemental Use Regulations:

(1) A tract for such use located in the GO District shall be Contiguous with a less restrictive District. As stated before, concurrent with this application, the applicant is requesting a vacation of a portion of West 22nd Street North. If the vacation application is approved, Parcel 4 will become contiguous with the rest of the LC-zoned CUP, which satisfies Regulation #1. The requested waiver is to ensure the proposed self-storage warehouse is in compliance with the UZC, should the vacation request be denied.

(2) The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the Transportation Plan adopted by the Governing Bodies and amended from time to time. The request for this waiver follows the same rationale as the request for waiving Regulation #1. The intention is to vacate West 22nd Street north, which would make this use have access to West 21st Street through Parcel 1 of the CUP to the south. Should the vacation not be approved, the waiver of this regulation will be required in order for the proposed self-storage warehouse to be in compliance with the UZC.

(17) A resident manager shall be required on the Site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval. The applicant desires to not be required to provide a resident manager. On-site management will be provided, but management will not reside on the Parcel as this Regulation requires. Staff is recommending against the waiver of this regulation because the purpose of providing a resident manager is for 24-hour security of the property.

Parking:
Supplementary Use Regulation #7 requires one parking space per 8,000 square feet of storage plus one per employee. The attached concept plan does not show any parking spaces. The proposed square footage of storage area is 36,500 square feet. The total square footage of storage plus an assumed one employee would require at least 6 parking spaces. Staff is recommending a revised site plan indicating the required parking.

Screening and Landscaping:
The existing screening and landscaping provisions require the following, but do not address Parcel 4.

- *A minimum of a 10-foot planting strip shall be installed along Somerset Avenue, Hood Avenue and West 22nd Street as indicated on the plan.* There is no evidence that this planting strip was ever installed. The same provision in the CUP requires proper maintenance of said planting strips or it may be considered a violation

of the CUP.

- *A 5 to 8-foot semi-solid wall of brick, stone, masonry, architectural tile, or similar material along the north property line of Parcel 1 between the access drives (see attached CUP drawing).* This wall has been installed.
- *A 5 to 8-foot solid wood fence along the north property line of Parcel 1 between the western most drive and the west property line (see attached CUP drawing).* This fence is only required if the current large budling on Parcel 1 is extended to the west. This location does not have a fence installed at this time because the current building is built as shown on the plan and has not been extended.

Supplemental Use Regulation #4 requires the following screening and landscaping for self-storage warehouse.

- Minimum 15-foot landscaped yard along the east, north, and west property lines where abutting or across the street from residential zoning.
- Architectural semi-solid screening fence or face of the structures as designed to screen the use from residential uses. The fence shall be a minimum of 6 to 8 feet and can be constructed of wood, stone, masonry, or similar material.

The north property line has an existing six-foot wooden fence that was likely constructed by the property owners to the north. This fence will need to be maintained and the applicant will have to install the other required screening and landscaping as described above. Staff is recommending the revised site plan to include the required screening and landscaping for review and approval or a separate landscape plan be submitted.

Properties to the north, east, and west are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Property to the south is zoned LC Limited Commercial and is Parcel 1 of the subject CUP DP-18. The site is developed with commercial uses include retail, grocery, and restaurants and a bingo hall.

CASE HISTORY: In 1886, the land within Parcel 4 was platted as part of the Guthrie's Subdivision. In 1966, CUP DP-18 was established, but it originally did not include the land within Parcel 4. In 1969, an exception (BZA18-69) was approved for the land currently within Parcel 4 to permit an off-street parking lot in single-family zoning. In 1984, the land that is now Parcel 4 was added to CUP DP-18 maintaining the single-family zoning and the ability to use it for parking. In 2008, an amendment to the CUP permitted Nightclub in the City as a permitted use on Parcel 1 subject to conditions within the CUP.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family dwellings
SOUTH:	LC with CUP DP-18	Retail, grocery, restaurant, bingo hall
EAST:	SF-5	Single-family dwellings
WEST:	SF-5	Single-family dwellings

PUBLIC SERVICES: West 22nd Street and North Hood Avenue are paved, two-way local streets. West 22nd Street has sidewalks on both sides. North Hood Avenue does not have a sidewalk along the property line of Parcel 4 but does have a sidewalk along the property line of Parcel 1 south to West 21st Street. North Garland Street is a dead-end, gravel, two-way local street with no sidewalks. Wichita Transit provides regular bus service in the area with bus stops located one-block south along West 21st Street North. Municipal water and sewer are available to the site.

CONFORMANCE TO PLANS/POLICIES: The requested zone change and CUP amendment are in conformance with the following plans.

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 south portion of the site as appropriate for Commercial uses and the north portion of the site as appropriate for Residential uses. The Locational Guidelines of the Comprehensive Plan list general development pattern guidelines that promote buffering lower density residential from higher intensity commercial uses with higher density residential or lower insanity commercial

or office uses. Warehouse, Self-Storage has typically been identified as an appropriate use to buffer higher intensity commercial uses from lower density residential.

Wichita: Places for People Plan: The requested zone change and CUP amendment are 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 Conditional Use aligns with Strategy 6, "Encourage infill and redevelopment that is contextual to the environment in which it is occurring." The proposed conversion of an unutilized parking lot to Warehouse, Self-Storage can act as a buffer use between the higher intensity commercial development and the low density residential.
- 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 and CUP amendment expand the opportunity for private investment in the area with this proposed infill development.

21st Street North Corridor Revitalization Plan: The requested zone change and CUP amendment are in conformance with the goals and future land use of the *21st Street North Corridor Revitalization Plan.* In December 2004, this Plan was adopted with the purpose to provide goals and objectives to revitalize the 21st Street North corridor from North Amidon Avenue to North Hillside Avenue. It primarily focuses on the commercial development along 21st Street in addition to a transportation plan for the corridor as well.

- Goals: the request is in conformance with Goal 1, "Increase the long-term economic renewal, vitality, and sustainability of the 21st Street North Corridor Revitalization Plan area." The conversion of an unutilized parking area into Warehouse, Self-Storage will expand economic investment in the area.
- Future Land Use: The Plan provides guidance for future land use for properties within two blocks north and south of 21st Street. The Preferred Illustrative Land Use Plan identifies the site as "Infill Development Opportunity." The proposed rezoning and CUP amendment would permit infill development on the site.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be **APPROVED**, subject to the following conditions:

1. Item C under Parcel 4 shall be amended in accordance with the attached, recommended language.
    a. Staff recommends requiring the resident manager as stated in Supplemental Use Regulation #17.
2. The applicant shall provide a revised site plan and architectural design of the buildings for review and approval by the Planning Department prior to the issuance of building permits. The site plan shall include at a minimum, all required screening, landscaping, and parking.
3. The applicant shall be required to install a sidewalk along the east side of Parcel 4. The sidewalk shall be installed to City standards.
4. The applicant shall install all required landscaping on Parcel 1 as specified in General Provision 8 prior to the issuance of building permits for Parcel 4.

5. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, 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, east, and west are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Property to the south is zoned LC Limited Commercial and is Parcel 1 of the subject CUP DP-18. The site is developed with commercial uses include retail, grocery, and restaurants and a bingo hall. The requested GO General Office rezoning and proposed use of Warehouse, Self-Storage can be considered a buffer from the higher intensity commercial uses along West 21st Street and the lower intensity uses in the neighborhood to the north.

2. **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned SF-5 Single-Family Residential with CUP DP-18 which restricts the site to being used only for additional parking for Parcel 1 in the CUP. If the land was either removed from the CUP or the CUP is amended differently, the site could be used for single-family residential or a variety of civic uses permitted in SF-5 zoning.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property**: The provisions in the Community Unit Plan, in addition to the supplementary use regulations set forth in Section III-D.6.y should minimize and mitigate any significant potential negative impacts of the warehouse, self-storage use.

4. **Length of time the subject property has remained vacant as zoned**: The property is currently developed as a parking lot. There is no indication that the parking lot was ever utilized since its creation.

5. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request will allow development of the property for self-service warehouse. Denial would presumably represent a loss of economic opportunity to the applicant and/or land owner.

6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested zone change and CUP amendment are in conformance to *The Community Investments Plan*, the *Wichita: Places for People Plan*, and the *21st Street Corridor Revitalization Plan* as discussed in the staff report.

7. **Impact of the proposed development on community facilities:** Significant negative impacts to community facilities are not anticipated

Public Comment

Case No Zon 2022-00025
With CUP 2022-00017

Dear Mr. Phillip Zeyenbergen
I am writing to you regarding the application that is on 22nd Street between Hood St. & Garland St.
I have lived at 2333 Garland St. since 1957 and ever since Mr. Nguyen bought this property it has went down hill in this area and I will never OK anything that he wants to do in this neighorhood. In fact I wish he would move.
He won't Keep his property clean at all. Please don't let him do what he asked for.

Sincerely
Betty McNew

SUPPLEMENTARY USE REGULATION SECTION III-D.6.Y

y. Warehouse, Self-Service Storage, in GO and LC. Self-Service Storage Warehouse facilities shall be subject to the following standards when located within the GO or LC Districts.

(1) A tract for such use located in the GO District shall be Contiguous with a less restrictive District.

(2) The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the Transportation Plan adopted by the Governing Bodies, and amended from time to time.

(3) All buildings shall set back at least 35 feet from arterial Street Rights-of- Way lines. There shall be a minimum 20-foot Building Setback line from all other Streets, unless a platted Building Setback line would require a greater Setback.

(4) Where the Lot is Contiguous to a residential zoning District, a landscaped Yard with a minimum depth of 15 feet shall be provided on the Lot Contiguous to the residential zoning District and 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. The landscaped Yard may be reduced in depth to not less than the minimum Side and Rear Setback required by the property development standards of the applicable zoning District of the Lot when the Contiguous residential zoning District is occupied by any legal Nonconforming office, commercial or industrial Use, or when Adjacent to a property where an adopted zoning policy by the Governing Body is to look with favor on office, commercial or industrial zoning for the area.

(5) When the Development is in close proximity to residential development, the architectural design shall be submitted to the Planning Director for review and a recommendation to the Planning Commission as to whether or not the architecture is compatible with the surrounding development, and that adequate Screening is being provided. Sufficient copies of the preliminary design plans shall be provided so that a copy of such plans, after having been approved by the Planning Commission, may be retained in the MAPC case file and by the Zoning Administrator to ensure that final Development plans and construction comply therewith.

(6) Any side of the Building providing doorways to storage areas shall be set back from the property line at least 40 feet when Contiguous to a residential zoning District.

(7) Off-street Parking shall be required on the basis of one space for each 8,000 square feet of Floor Area in the facility plus one space for each employee, but in no case shall the number be less than five spaces.

(8) 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.

(9) 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.

(10) 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.

(11) No activities such as miscellaneous or garage sales shall be conducted on the premises.

(12) The servicing or repair of Motor Vehicles, boats, Trailers, lawn mowers and other similar equipment shall not be conducted on the premises.

(13) 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.

(14) 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.

(15) The area shall be properly policed by the owner or operator for removal of trash and debris.

(16) 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.

(17) A resident manager shall be required on the Site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval.

(18) No more than 45 percent of the Lot Area shall be covered by Buildings.

(19) No individual or business shall lease more than 3,000 square feet of storage spaces.

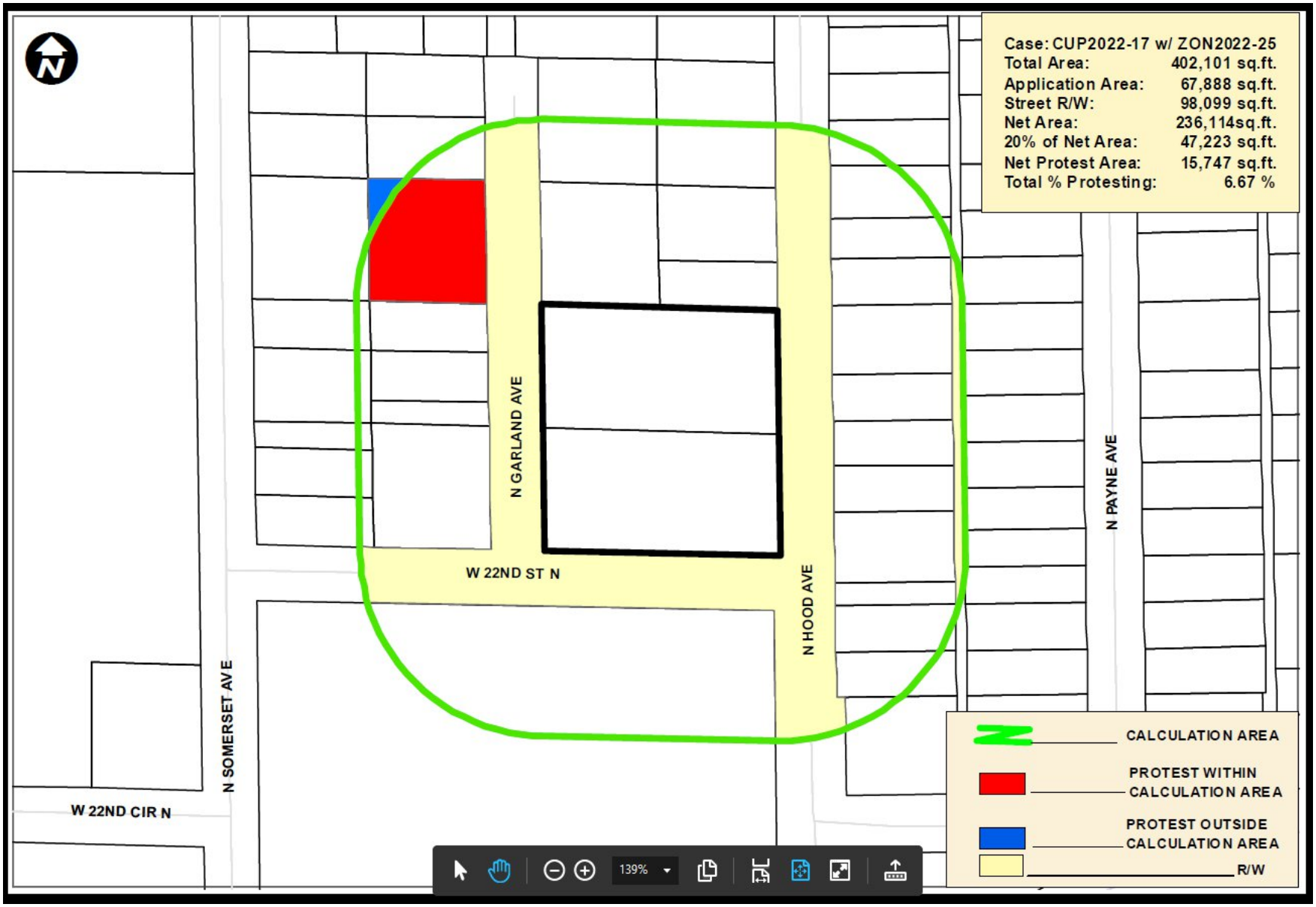
Planning Staff Recommended Text for CUP DP-18, Parcel 4

A. Total Area: 82,690 sq. ft.
B. Curb Cuts: 1 to Hood
C. Proposed Uses: Parking for Parcel 1 and Warehouse, Self-Storage subject to Supplementary Use Regulations of the Unified Zoning Code Section III-D.6.y provided that the following regulations shall be waived:

#1: A tract for such use located in the GO District shall be Contiguous with a less restrictive District.

2 The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the Transportation Plan adopted by the Governing Bodies and amended from time to time

Protest Map

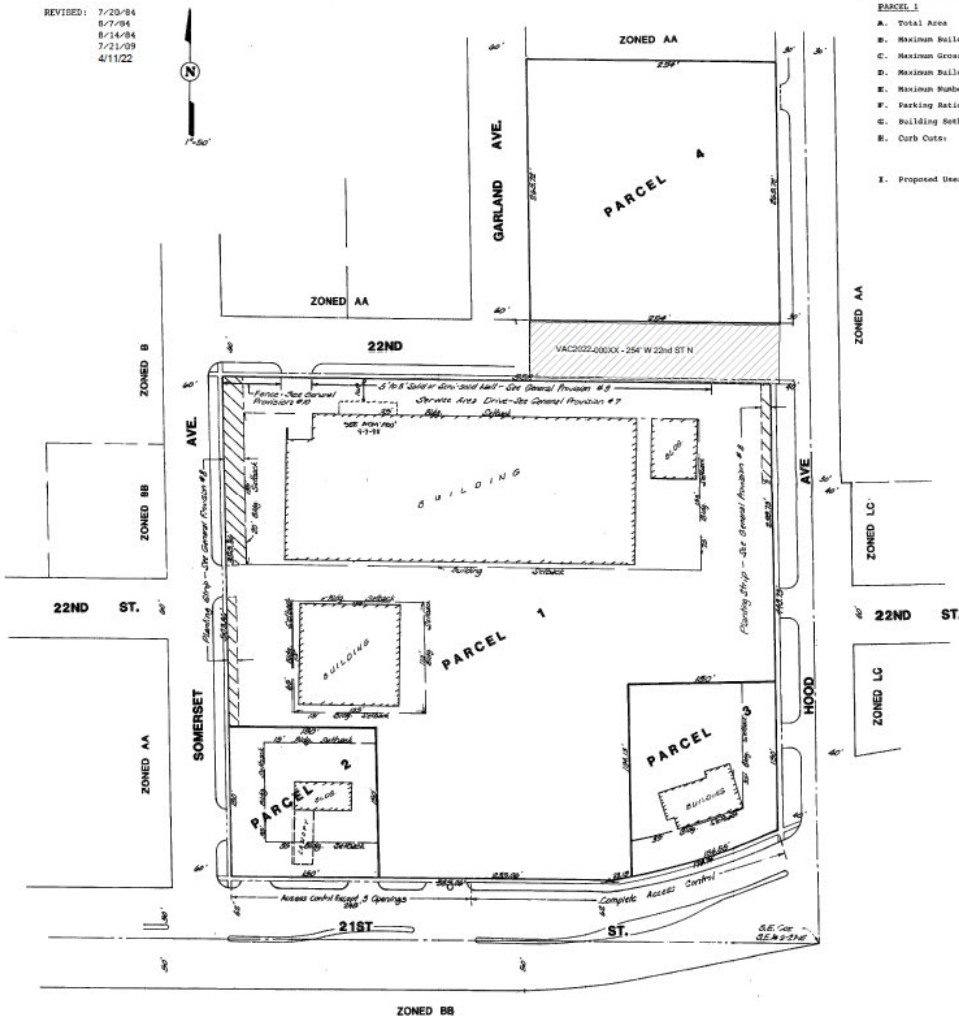

Case: CUP2022-17 w/ ZON2022-25
Total Area: 402,101 sq.ft.
Application Area: 67,888 sq.ft.
Street R/W: 98,099 sq.ft.
Net Area: 236,114sq.ft.
20% of Net Area: 47,223 sq.ft.
Net Protest Area: 15,747 sq.ft.
Total % Protesting: 6.67 %
N GARLAND AVE
W 22ND ST N
N HOOD AVE
N PAYNE AVE
N SOMERSET AVE
W 22ND CIR N
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA
R/W
139%

CUP DP-18 Drawing

AMENDED COMMUNITY UNIT PLAN

RIVER BEND SHOPPING CENTER

REVISED: 7/20/84
8/7/84
8/14/84
7/21/09
4/11/22



PARCEL 1

A. Total Area 228,254 Sq. Ft.
B. Maximum Building Coverage 80,080 Sq. Ft.
C. Maximum Gross Floor Area 102,714 Sq. Ft.
D. Maximum Building Height 35 Feet
E. Maximum Number of Buildings 3
F. Parking Ratio Per Zoning Requirements
G. Building Setbacks (as shown on plan)
H. Curb Cuts: 1 to 21st Street
1 to Somerset
1 to Hood
1 to 22nd Street
I. Proposed Uses: Shopping Center, Department Store, Restaurant, Offices and other similar uses permitted in "LC" Zoning. One nightclub shall be permitted at 1570 W. 21st Street North, subject to the following conditions:

1. The nightclub shall be attached to a restaurant and under the same ownership as the restaurant. The night club shall not exceed 5,000 square feet in size, shall not exceed a 300-persons occupancy, and shall conform to an approved site plan.

2. The applicant shall submit a revised site plan, to be approved by Planning Staff, which demonstrates a designated nightclub parking area of 150 spaces which shall not be permitted within 160 feet of the east property line, and shall not include spaces on the west side of the building. The nightclub shall be responsible to enforce the designated parking area.

3. The restaurant and nightclub shall be restricted to a Drinking Establishment/Restaurant (DER) liquor license, consistent with the Zoning Code definition of a "restaurant".

4. The applicant, or nightclub operator, shall maintain in full force and effect all licenses or permits that are required by any governmental agency for the operation of a nightclub.

5. City Staff shall provide City Council with a review report of DP-18 Amendment #3 within six months of approval by the City Council. The report shall address conformance to the DP-18 Amendment #3 conditions and any licensing and/or other law enforcement issues that have occurred in that six-month period. The City Council may request further staff reports on DP-18 Amendment #3 conformance with City codes and conditions.

6. If the Zoning Administrator finds that there is a violation of any of the conditions of the DP-18 Amendment #3, the Zoning Administrator, may, with the concurrence of the Planning Director, declare the DP-18 Amendment #3 null and void.

PARCEL 2

A. Total Area 22,496 Sq. Ft.
B. Maximum Building Coverage 5,000 Sq. Ft.
C. Maximum Gross Floor Area 7,000 Sq. Ft.
D. Maximum Building Height 35 Feet
E. Maximum Number of Buildings 1
F. Parking Ratio Per Zoning Requirements
G. Building Setbacks (as shown on plan)
H. Curb Cuts 2 to 21st Street
1 to Somerset
I. Proposed Uses: Service Station, Financial Institution, Restaurant and Retail Sales Permitted in the "LC" Zoning District.

PARCEL 3

A. Total Area 25,810 Sq. Ft.
B. Maximum Building Coverage 6,750 Sq. Ft.
C. Maximum Gross Floor Area 7,740 Sq. Ft.
D. Maximum Building Height 35 Feet
E. Maximum Number of Building 1
F. Parking Ratio Per Zoning Requirements
G. Building Setbacks (as shown on plan)
H. Curb Cuts: 1 to Hood
I. Proposed Use: Restaurant

PARCEL 4

A. Total Area 82,690 Sq. Ft.
B. Curb Cuts: 1 to Hood
C. Proposed Uses: Parking for Parcel 1, and Self Storage Units

GENERAL PROVISIONS

1. Total Net Land Area 344,000 Sq. Ft. or 7.9 Acres
2. Maximum Building Coverage for the entire development shall not exceed 35% of the total site.
3. Signs as permitted by zoning ordinance except that signs shall not be permitted adjacent to Hood Avenue north of where 22nd St. North intersects from the east or on Somerset north of Parcel 2 or on 22nd St. North, except for one parking lot identification sign on Parcel 4. No billboards shall be permitted.
4. Utilities shall be installed underground on all parcels.
5. Curb Cuts: 3 to 21st Street
1 to 22nd Street
2 to Somerset
3 to Hood
6. Drainage shall be in accordance with approved drainage plans.
7. Service Area Drive A 30 foot service drive shall be provided along the north side of Parcel No. 1. Partial waiver granted by Board of Adj 4-7-95
8. A planting strip no less than 10 feet in width adjacent to Somerset, Hood, and 22nd Street, as indicated on the plan, shall be installed when the commercial development is across from any residential zoning district. The planting strip adjacent to Somerset along the north 190 feet of Parcel 1 shall be increased to 20 feet in width at such time as the large building on Parcel 1 is expanded further west. This 20 foot wide landscape area shall be required as long as the property north of 22nd Street on the east side of Somerset is residentially zoned regardless of the zoning on the west side of Somerset across the street from the north 190 feet of Parcel 1.

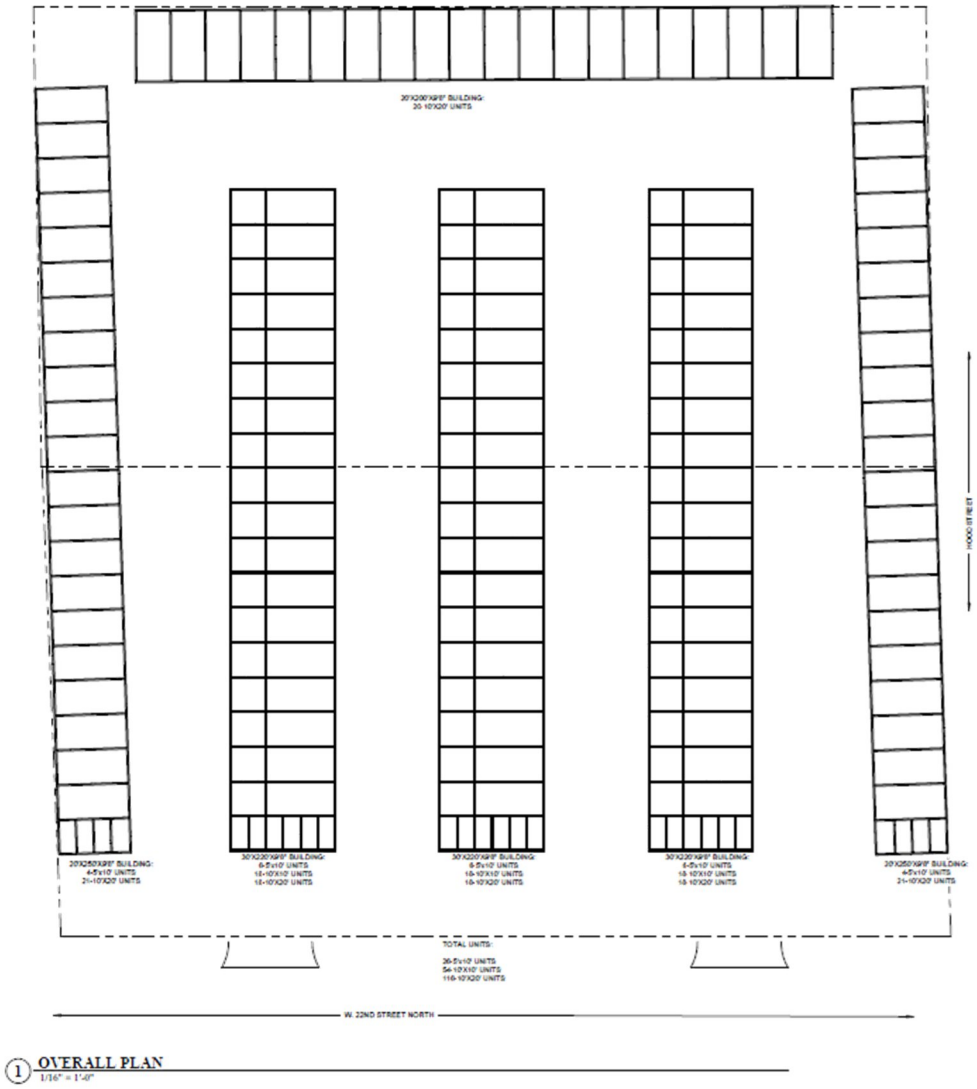
   A landscape plan, prepared by a landscape architect, for the planting strips, indicating the type, location, and specification of plant materials and method of providing water to the plant materials shall be submitted to the Planning Department for their review and approval prior to the issuance of any additional building permit on Parcel One. A financial guarantee for the plant materials approved in the landscape plan shall be required prior to the issuance of any building permit if the required landscaping has not been planted.

   Failure to properly maintain the planting strips shall be considered a violation of the C.U.P. after a joint determination by the Director of Planning and the Superintendent of Central Inspection that the planting strips are not properly maintained.
9. A 5' - 8' solid or semi-solid wall of brick, stone, masonry, architectural tile, or similar materials shall be constructed along the north line of Parcel 1 where indicated on the plan.
10. A 5' - 8' solid wood fence shall be constructed along the north line of Parcel 1 where indicated on the plan. Said fence shall be reduced to 3 feet in height within the west 20 feet of Parcel 1. This fence shall be constructed at such time as the large building on Parcel 1 is extended further west.
11. Board of Zoning Appeals Resolution No. 18-69 authorized the use of Parcel 4 for accessory parking for Parcels 1, 2, and 3. In no event was any portion of Parcel 4 to be used to satisfy the required Parking for Parcels 1, 2, or 3. If it should become necessary to use Parcel 4 for required parking, a new BZA case or a re-zoning of Parcel 4 will be required. Conditions of BZA Resolution No. 18-69 shall be considered as general provisions of this C. U. P. as long as BZA Resolution No. 18-69 remains in effect.
12. The transfer of title of all or any portion of the land included within the Community Unit Plan (or any amendments thereto) 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.

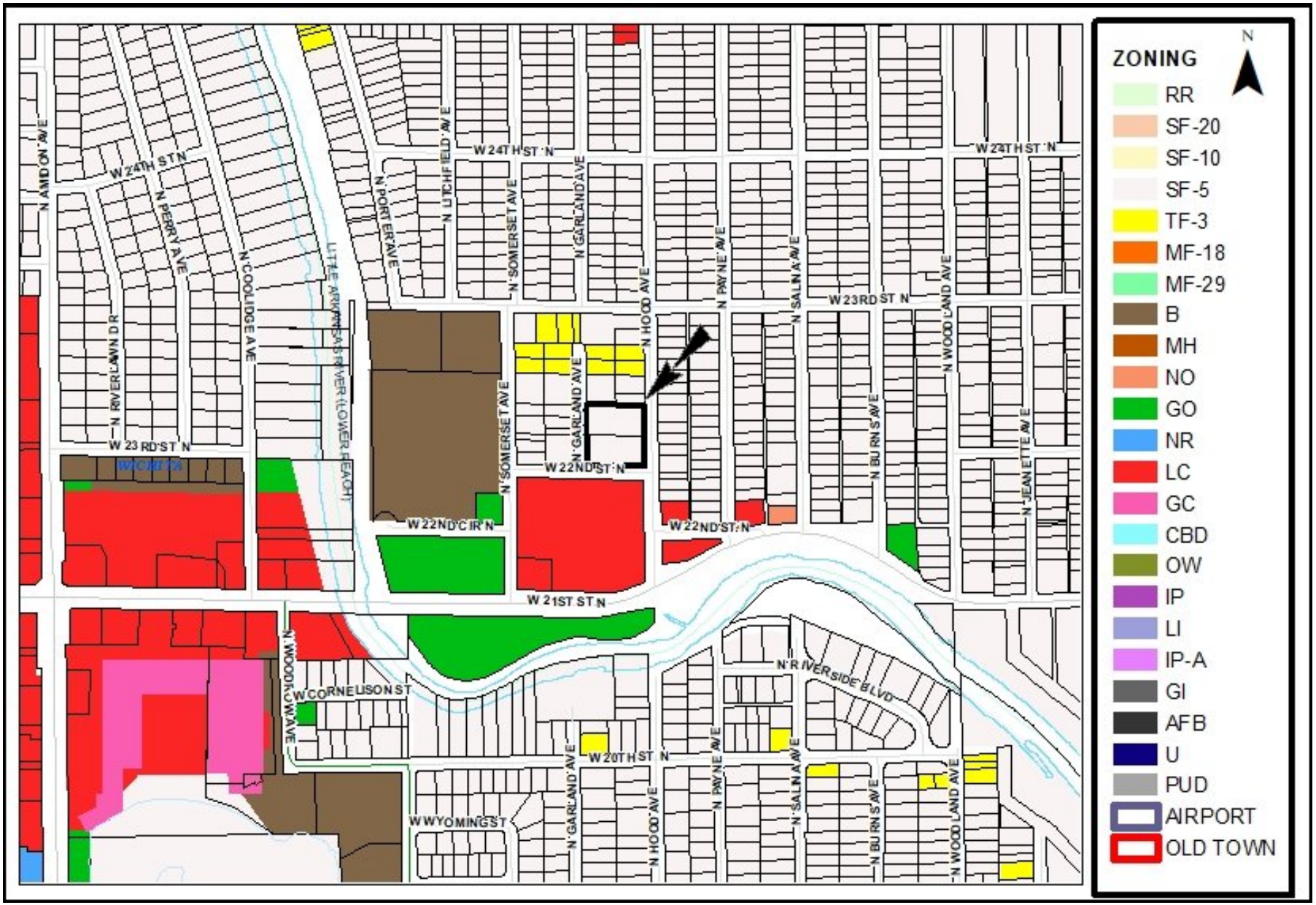
DP-18
RIVER BEND SHOPPING CENTER
COMMUNITY UNIT PLAN

Baughman
ENGINEERING · SURVEYING · PLANNING
LANDSCAPE ARCHITECTURE

Site Plan—preliminary layout of storage buildings.



1 OVERALL PLAN
1/16" = 1'-0"


ZONING
N
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 AMDON AVE
W 24TH ST N
N PERRY AVE
N RIVERLAWN DR
W 23RD ST N
N COOLIDGE AVE
LITTLE ARKANSAS RIVER (LOWER REACH)
N PORTER AVE
N LITCHFIELD AVE
N SOMERSET AVE
N GARLAND AVE
N HOOD AVE
N PAYNE AVE
N SALINA AVE
W 23RD ST N
N WOODLAND AVE
N BURNS AVE
N JEANETTE AVE
W 22ND ST N
W 22ND CIR N
W 21ST ST N
N WOODROW AVE
W CORNELISON ST
N RIVERSIDE BLVD
W 20TH ST N
W WYOMING ST

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

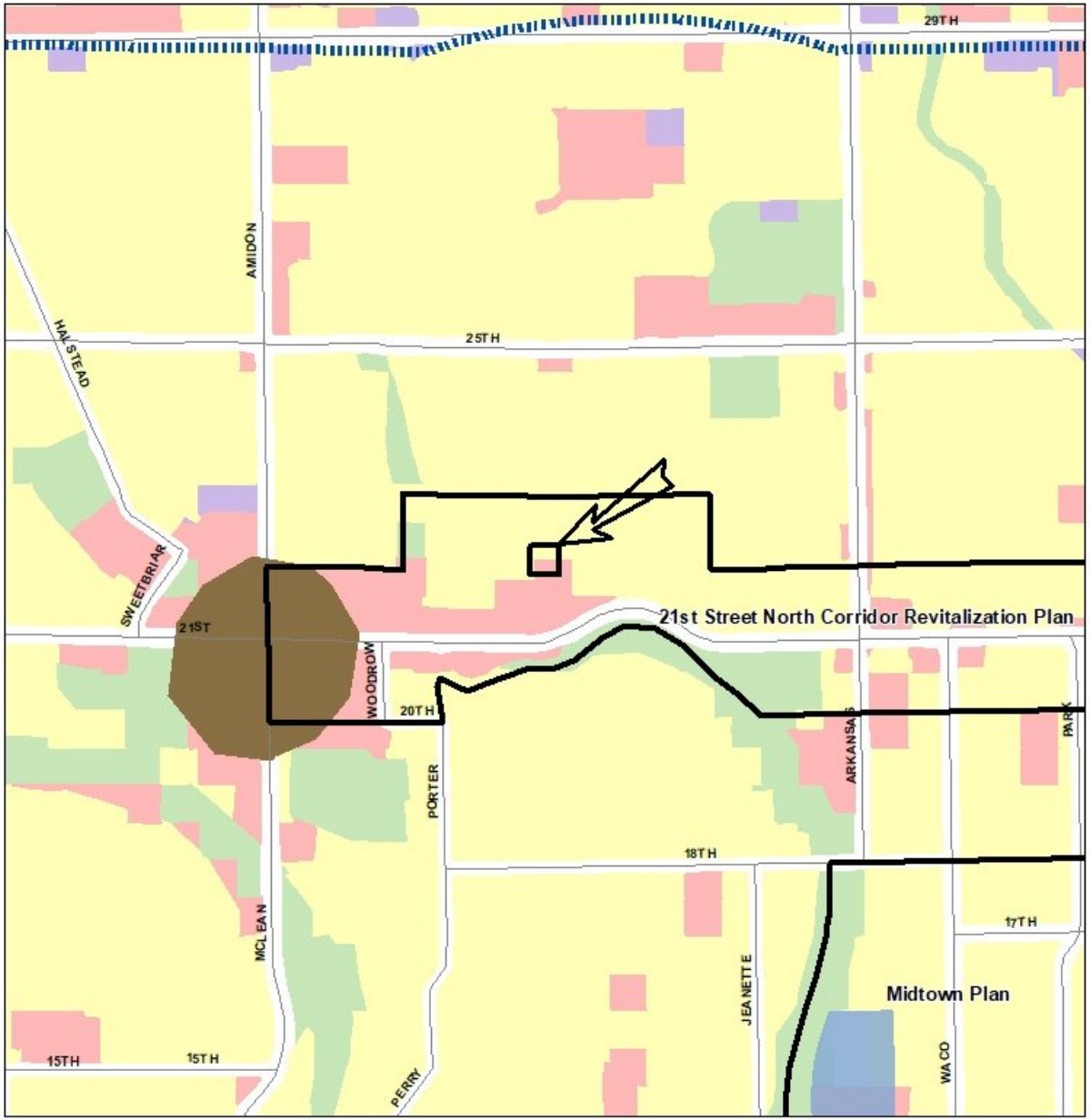
Statistical Development Areas

- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

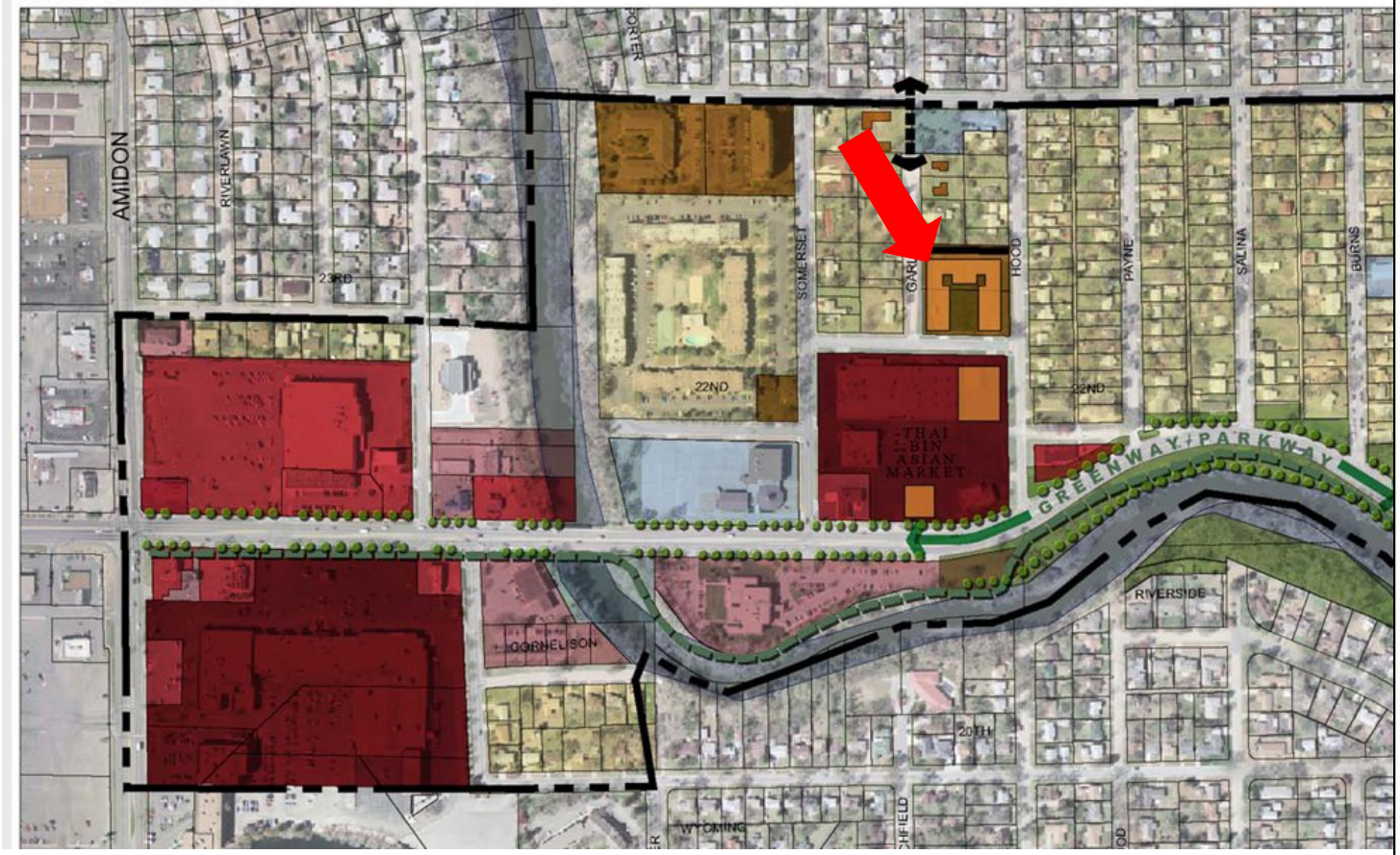
- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

N



MAP II.2 PREFERRED ILLUSTRATIVE PLAN

WEST SUB-AREA



LEGEND

- Study Area Boundary
- Publicly Owned Land
- Institutional/Educational
- Public Park-Open Space
- Special Opportunity Areas
- Commerical Services (Offices)
- Neighborhood Retail
- Commercial Mixed
- Residential High Density
- Single Family Residential
- Infill Development Opportunity
- Existing Buildings to Remain (along 21st St.)
- International Marketplace Overlay District
- East End Multicultural District
- Hardscape Plaza Space
- Softscape/Open Space
- Existing Rail Alignments
- Proposed Removed Rail Lines
- Streetscape Improvements

PATHS (Based on City GIS Data)

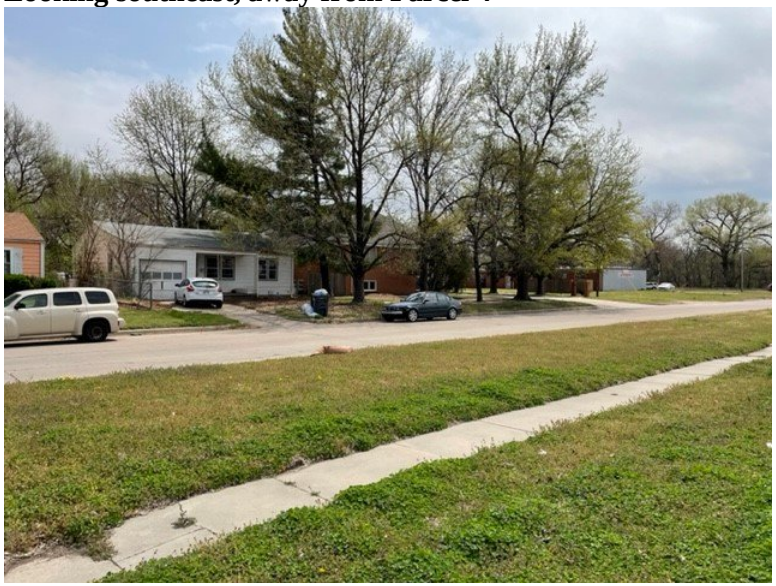
- Proposed Bike Path

PATHS (Based on City Open Space Master Plan)

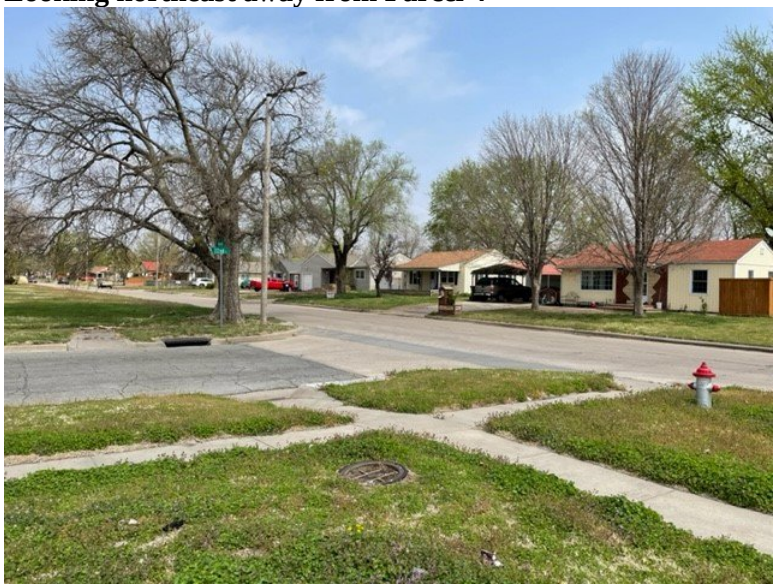
- Proposed On-Street Pathway
- Proposed Urban Arterial

Looking north at Parcel 4

Looking southeast, away from Parcel 4



Looking northeast away from Parcel 4



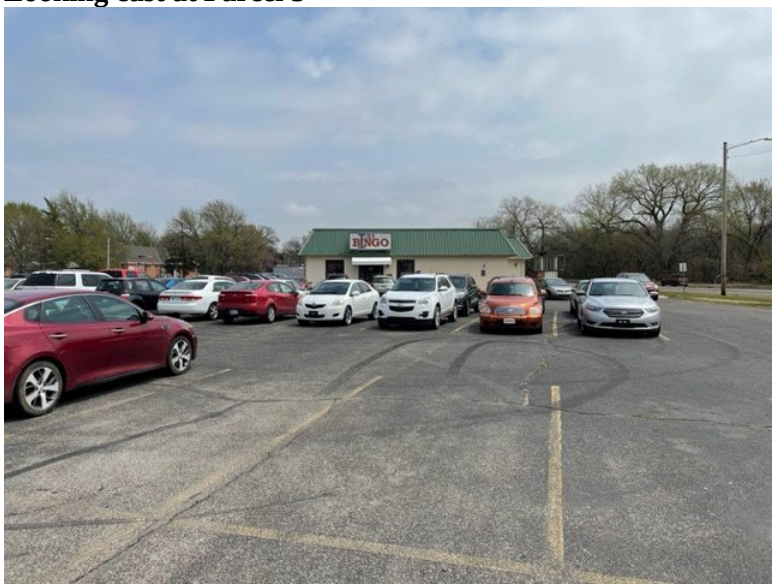
Looking south away from Parcel 4, at Parcel 1

Looking northwest at and away from Parcel 4

Looking west at Parcel 2

Looking north at Parcel 1

Looking east at Parcel 3



EXCERPT MINUTES OF THE MAY 19, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

4.7 ZON2022-00025 with CUP2022-00017: City Zone Change from SF-5 Single-Family Residential to GO General Office to permit warehouse, self-storage on parcel located within one-quarter mile north of West 21st Street North and within one-half mile east of North Amidon Avenue.

Lot 1, EXCEPT the South 150 feet of the West 150 feet thereof, in W. F. Farha 3rd Addition, Wichita, Sedgwick County, Kansas.

AND

Beginning at the Southwest corner of Lot 1, W. F. Farha 3rd Addition, Wichita, Sedgwick County, Kansas; thence North along the East right-of-way line of Somerset Avenue, which coincides with the West line of said Lot 1, a distance of 150 feet; thence East parallel with the South line of said Lot 1, a distance of 150 feet; thence S 1°59' E, a distance of 150 feet to the South line of said Lot 1; thence West along said South line, which line coincides with the North right-of-way line of 21st Street, a distance of 150 feet to the point of beginning.

AND

Lots 25 and 27 on Guthrie Avenue (now Hood Avenue) in Guthrie's Subdivision of the East Half of the Southeast Quarter of Section 6, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the West 30 feet of said Lots dedicated to the public for street purposes.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to GO General Office and an amendment to the River Bend Shopping Center Community Unit Plan CUP DP-18 to permit Warehouse, Self-Storage as a permitted use on Parcel 4. The property is generally located within one-quarter mile north of West 21st Street North and within one-half mile east of North Amidon Avenue. The entire CUP is 5.24 acres in size and predominantly zoned LC Limited Commercial. Parcel 4 is currently 1.56 acres and is zoned SF-5 Single-Family Residential. The CUP restricts uses on Parcel 4 to parking for Parcel 1. Parcel 1 is adjacent to the south, across West 22nd Street North and is comprised of a grocery store and other retail uses. General Provision #11 states "In no event is Parcel 4 to be used to satisfy the required parking for Parcels 1, 2 or 3." Therefore, it is presumed that the parking lot on Parcel 4 is for overflow. Given the distressed appearance of the existing parking lot, it is presumed that it has not been utilized in some time.

Being considered concurrently with this request, the applicant has applied to vacate a portion of West 22nd Street North (VAC2022-00009) between Parcel 1 and Parcel 4 of the CUP. If approved, the vacated street right-of-way will be retained as a utility easement. The applicant intends to recess an entrance gate within the vacated street right-of-way to provide access to the storage unit complex. The amendment to the CUP will incorporate the area of the vacated street right-of-way into Parcel 4, increasing its size to 1.89 acres.

In GO General Office zoning, Warehouse, Self-Storage is subject to Supplementary Use Regulations in the Unified Zoning Code (UZC) Section III-D.6.y unless modified by the CUP. The full list of these Supplementary Use Regulations is attached. The applicant is requesting a waiver of the following Supplemental Use Regulations:

(1) A tract for such use located in the GO District shall be Contiguous with a less restrictive District. As stated before, concurrent with this application, the applicant is requesting a vacation of a portion of West 22nd Street North. If the vacation application is approved, Parcel 4 will become contiguous with the rest of

the LC-zoned CUP, which satisfies Regulation #1. The requested waiver is to ensure the proposed self-storage warehouse is in compliance with the UZC, should the vacation request be denied.

(17) A resident manager shall be required on the Site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval. The applicant desires to not be required to provide a resident manager. On-site management will be provided, but management will not reside on the Parcel as this Regulation requires. Staff is recommending against the waiver of this regulation on the basis of upholding the regulations of the Unified Zoning Code.

Parking:

Supplementary Use Regulation #7 requires one parking space per 8,000 square feet of storage plus one per employee. The attached concept plan does not show any parking spaces. The proposed square footage of storage area is 36,500 square feet. The total square footage of storage plus an assumed one employee would require at least 6 parking spaces. Staff is recommending a revised site plan indicating the required parking.

Screening and Landscaping:

The existing screening and landscaping provisions require the following, but do not address Parcel 4.

(1) *A minimum of a 10-foot planting strip shall be installed along Somerset Avenue, Hood Avenue and West 22nd Street as indicated on the plan.* There is no evidence that this planting strip was ever installed. The same provision in the CUP requires proper maintenance of said planting strips or it may be considered a violation of the CUP.
(2) *A 5 to 8-foot semi-solid wall of brick, stone, masonry, architectural tile, or similar material along the north property line of Parcel 1 between the access drives (see attached CUP drawing).* This wall has been installed.
(3) *A 5 to 8-foot solid wood fence along the north property line of Parcel 1 between the western most drive and the west property line (see attached CUP drawing).* This fence is only required if the current large budling on Parcel 1 is extended to the west. This location does not have a fence installed at this time because the current building is built as shown on the plan and has not been extended.

Supplemental Use Regulation #4 requires the following screening and landscaping for self-storage warehouse.

(4) Minimum 15-foot landscaped yard along the east, north, and west property lines where abutting or across the street from residential zoning.
(5) Architectural semi-solid screening fence or face of the structures as designed to screen the use from residential uses. The fence shall be a minimum of 6 to 8 feet and can be constructed of wood, stone, masonry, or similar material.

The north property line has an existing six-foot wooden fence that was likely constructed by the property owners to the north. This fence will need to be maintained and the applicant will have to install the other required screening and landscaping as described above. Staff is recommending the revised site plan to include the required screening and landscaping for review and approval or a separate landscape plan be submitted.

Properties to the north, east, and west are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Property to the south is zoned LC Limited Commercial and is Parcel 1 of the

subject CUP DP-18. The site is developed with commercial uses include retail, grocery, and restaurants and a bingo hall.

CASE HISTORY: In 1886, the land within Parcel 4 was platted as part of the Guthrie's Subdivision. In 1966, CUP DP-18 was established, but it originally did not include the land within Parcel 4. In 1969, an exception (BZA18-69) was approved for the land currently within Parcel 4 to permit an off-street parking lot in single-family zoning. In 1984, the land that is now Parcel 4 was added to CUP DP-18 maintaining the single-family zoning and the ability to use it for parking. In 2008, an amendment to the CUP permitted Nightclub in the City as a permitted use on Parcel 1 subject to conditions within the CUP.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family dwellings
SOUTH:	LC with CUP DP-18	Retail, grocery, restaurant, bingo hall
EAST:	SF-5	Single-family dwellings
WEST:	SF-5	Single-family dwellings

PUBLIC SERVICES: West 22nd Street and North Hood Avenue are paved, two-way local streets. West 22nd Street has sidewalks on both sides. North Hood Avenue does not have a sidewalk along the property line of Parcel 4 but does have a sidewalk along the property line of Parcel 1 south to West 21st Street. North Garland Street is a dead-end, gravel, two-way local street with no sidewalks. Wichita Transit provides regular bus service in the area with bus stops located one-block south along West 21st Street North. Municipal water and sewer are available to the site.

CONFORMANCE TO PLANS/POLICIES: The requested zone change and CUP amendment are in conformance with the following plans.

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 south portion of the site as appropriate for Commercial uses and the north portion of the site as appropriate for Residential uses. The Locational Guidelines of the Comprehensive Plan list general development pattern guidelines that promote buffering lower density residential from higher intensity commercial uses with higher density residential or lower insanity commercial or office uses. Warehouse, Self-Storage has typically been identified as an appropriate use to buffer higher intensity commercial uses from lower density residential.

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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 6, "Encourage

infill and redevelopment that is contextual to the environment in which it is occurring." The proposed conversion of an unutilized parking lot to Warehouse, Self-Storage can act as a buffer use between the higher intensity commercial development and the low density residential.

- 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 and CUP amendment expand the opportunity for private investment in the area with this proposed infill development.

<u>21st Street North Corridor Revitalization Plan</u>: The requested zone change and CUP amendment are in conformance with the goals and future land use of the *21st Street North Corridor Revitalization Plan.* In December 2004, this Plan was adopted with the purpose to provide goals and objectives to revitalize the 21st Street North corridor from North Amidon Avenue to North Hillside Avenue. It primarily focuses on the commercial development along 21st Street in addition to a transportation plan for the corridor as well.

(1) Goals: the request is in conformance with Goal 1, "Increase the long-term economic renewal, vitality, and sustainability of the 21st Street North Corridor Revitalization Plan area." The conversion of an unutilized parking area into Warehouse, Self-Storage will expand economic investment in the area.
(2) Future Land Use: The Plan provides guidance for future land use for properties within two blocks north and south of 21st Street. The Preferred Illustrative Land Use Plan identifies the site as "Infill Development Opportunity." The proposed rezoning and CUP amendment would permit infill development on the site.

<u>RECOMMENDATION</u>: Based upon the information available at the time the staff report was prepared it is recommended that the request be **APPROVED**, subject to the following conditions:

(1) Item C under Parcel 4 shall be amended in accordance with the attached, recommended language.
    a. Staff recommends requiring the resident manager as stated in Supplemental Use Regulation #17.
(2) The applicant shall provide a revised site plan and architectural design of the buildings for review and approval by the Planning Department prior to the issuance of building permits. The site plan shall include at a minimum, all required screening, landscaping, and parking.
(3) The applicant shall be required to install a sidewalk along the east side of Parcel 4. The sidewalk shall be installed to City standards.
(4) The applicant shall install all required landscaping on Parcel 1 as specified in General Provision 8 prior to the issuance of building permits for Parcel 4.

(5) The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within <u>60 days</u> after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

- **<u>The zoning, uses and character of the neighborhood</u>:** Properties to the north, east, and west are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Property to the south is zoned LC Limited Commercial and is Parcel 1 of the subject CUP DP-18. The site is developed with commercial uses include retail, grocery, and restaurants and a bingo hall. The

requested GO General Office rezoning and proposed use of Warehouse, Self-Storage can be considered a buffer from the higher intensity commercial uses along West 21st Street and the lower intensity uses in the neighborhood to the north.

- **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned SF-5 Single-Family Residential with CUP DP-18 which restricts the site to being used only for additional parking for Parcel 1 in the CUP. If the land was either removed from the CUP or the CUP is amended differently, the site could be used for single-family residential or a variety of civic uses permitted in SF-5 zoning.

- **Extent to which removal of the restrictions will detrimentally affect nearby property**: The provisions in the Community Unit Plan, in addition to the supplementary use regulations set forth in Section III-D.6.y should minimize and mitigate any significant potential negative impacts of the warehouse, self-storage use.

- **Length of time the subject property has remained vacant as zoned**: The property is currently developed as a parking lot. There is no indication that the parking lot was ever utilized since its creation.

- **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request will allow development of the property for self-service warehouse. Denial would presumably represent a loss of economic opportunity to the applicant and/or land owner.

- **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested zone change and CUP amendment are in conformance to *The Community Investments Plan*, the *Wichita: Places for People Plan*, and the *21st Street Corridor Revitalization Plan* as discussed in the staff report.

- **Impact of the proposed development on community facilities:** Significant negative impacts to community facilities are not anticipated.

PHILIP ZEVENBERGEN, PLANNING STAFF: Presented the staff report.

BLICK: I know a lot of the storage units usually have some guttering system that they use for stormwater runoff in the parking lot. In these photos I did not see any drainage on 22nd Street or on Hood Avenue. I don't know if you know if there is any drainage or how would they connect into that with having a paved area.

ZEVENBERGEN: I'll defer to the agent on that since I'm sure they have discussed it and it would likely be something that would be needed to be part of their construction plans for submittal. One thing I know about stormwater is it all depends on how much land you're disturbing and what the city requires about stormwater permitting and if they make the determination on whether or not you're going to be allowed to put the stormwater in the street or have to be hooked into the stormwater system.

GREENE: We didn't share the case or didn't vote on the case for the 22nd Street vacation. They withdrew that, is that correct?

ZEVENBERGEN: Correct, they withdrew it, so the vacation is basically null – they're not pursuing to vacate it anymore.

GREENE: Which then poses the question, since 22nd Street is not going to be vacated, are we going to have connection to an arterial? I have major concerns of the storage area not being continuous with a lot that they can go through to have access to an arterial. I think the last thing people want to see is storage centers with three sides being residential with no access to.

ZEVENBERGEN: That's where those waivers would have to be approved.

GREENE: I understand, but with 22nd Street not going to be considered for a vacation – I was kind of surprised that we were seeing this simply because 22nd Street didn't get vacated. I understand the waivers.

KIRK MILLER, K.E. MILLER ENGINEERING, AGENT: At Subdivision last week, there was some concerns from the neighbors about public safety with the truck dock on the west end and the blocking of 22nd Street. So, if we would've went through with the vacation of 22nd Street, we would've created an issue where they would not have access off of Garland, out of the neighborhood, which is why we decided to withdraw it. Staff indicated they would recommend the waiver that we're asking for, in lieu of vacating that street. We're trying to be good neighbors pretty, and you know when they're pretty adamant about wanting that second access, we decided to go for the waiver. The one waiver that we do want, that is being denied by staff, is the onsite resident. The owner of this offices in the CUP and he's there virtually all the time. He has other storage units, so he knows how to run storage units – this isn't a one-time project for him. We would like to waive that because he knows what happens in the afterhours and that type of thing. I think he's set up to handle all that. This is a small parcel – there wouldn't be that much storage on it – it's only about two acres or less than two acres actually - less demand than you might have for an onsite resident. You do have storage units out there without onsite residents. If you're zoned conditional use or general commercial, you don't have to have an onsite resident. It's not a requirement for all self-storage units, but other than that, we are fine with staff comments.

LEON SALAZAR, 2358 NORTH GARLAND, WICHITA: My property is adjacent to the exiting parking lot. I'm just north of the northwest corner. I would like to ask to not approve this zoning change for several reasons. The main reason is this storage unit is not going to enhance or help the neighborhood. We're talking about a site where you're going to have people moving in and out, and it could be any hours. There's no hours set. Is this going to be a 24-hour operation? The other item is trash debris. Additional lighting that's going to disturb the neighborhood.

NELLO ORNELAS, 2359 NORTH GARLAND, WICHITA: My house is the third house on Garland, on the south side (referring to aerial map). This storage place would take away the natural neighborhood. It would make the family housing and make it a little bit more commercial than I would want it to be. It would take away the peace and quiet. Who wants to hear garage doors opening and closing at whatever time? Vehicles starting up and slamming doors. It looks like they changed the blueprint there and added more storage on this new paper that they just handed us. The storage will bring more traffic. It won't be neighborhood friendly, and it's going to be for walking and childproof – it's going to bring more commercial, and that's not good for a residential neighborhood. This guy has never planted anything – it's all been weeds and overgrown trees. You can't even walk on 22nd Street where that block wall is. Matter of fact, the block wall is falling apart right now. I don't think he's going to do a very good job of taking care of anything here – he hasn't so far. The letter Betty wrote that's new in the papers – everything she says is true.

BLICK: How long have you lived at the residence for?

ORNELAS: When I was a kid, I lived there, and then I left and came back in 2017. I bought the house from my mother in April 2018. One more thing, there used to be two houses on that property back in the sixties. I used to know the people who lived there.

MILLER: One thing I didn't mention – there was a question about drainage. There are inlets right there on the corner of 22nd – they showed up in one of the earlier pictures. Storage units aren't that big of traffic generators – it's not like you go there every day, you go there when you need something. You'd probably have less traffic than you would if that was multi-family housing or even single-family housing. There hasn't been houses since the sixties, so it's been vacant 50 plus years. You want to bring up the tax base, I do infill projects and that's kind of what this is.

J. JOHNSON: How tall are the buildings?

Inaudible conversation

MILLER: The upkeep, as far as this parcel, the asphalt is so old and cracked and with everything that's growing through it – the maintenance – this is a zoning case so there's nothing that says the ownership couldn't change along the lines too. As far as the quality of his upkeep, I could not answer that question.

J. JOHNSON: How tall are the buildings?

MILLER: How tall will the storage unit buildings be?

J. JOHNSON: Yes.

MILLER: We don't have a design for them yet, but I think they'll probably be the standard 12 foots or so, and as I pointed out, our site plan layouts going to have to change because we're going to put landscaping in there, and there's actually a sewer line that runs right through the middle of it so I have to get an easement for that and we would have to have the buildings offset on either side of that – there's work to be done if it passes and it becomes storage units.

BLICK: I was going to ask you that question in follow-up, and I counted 164 unites, so I was like, well, what's larger?

(Unknown speaker): I counted 196.

MILLER: Which is probably a little ambitious when you start looking at how much we have to offset. I didn't do the drawing – I don't know how big those units are. The way they're drawn, they may be four feet wide or something.

HARTMAN: I think, in this situation, I would agree with staff as far as having an onsite person there. I just think that makes more sense, and as far as the neighbors go, I think that would give them some sense of security, so I would approve it subject to staff comments.

FOSTER: If we need to do three waivers to do what the application wants in order to have a storage unit here, maybe this isn't the right place for a storage unit. I know Staff has said it could be buffered, but it's

got residential on three sides and I don't think it's buffering anything because it's protruding into a residential neighborhood, so I'm included to deny the application.

GREENE: I appreciate that. I'd be much more comfortable if 22nd had been vacated and we had that direct access to an arterial. I have no qualms whatsoever with this being a storage facility. I know that they would have to meet the landscaping and the buffering and all of that. The walls, either that or buildings would be considered the walls, but with no connection continuous to 21st Street, I wouldn't be able to support it to approve.

MILES: I would like to note for the minutes that Mr. McKay left the presentation.

HARTMAN: I move we approve subject to staff comments.

WARREN seconded the motion.

> **MOTION:** To approve subject to staff comments.
>
> **HARTMAN** moved, and **WARREN** seconded the motion, and it failed (4-5-1), **GREENE, BLICK, NICKS, FOSTER and CUNNINGHAM opposed; B. JOHNSON abstained.**

FOSTER: Would anyone care to make an alternative motion?

ZEVENBERGEN: To move to deny, we would likely need to have alternative findings since Staff recommends approval.

GREENE: I move that we deny and the reason for the denial is no direct connection to an arterial, which is required.

BLICK seconded the motion.

> **SUBSTITUTE MOTION:** To deny due to no connection to arterial street and intrusion of commercial into residential.
>
> **GREENE** moved, and **BLICK** seconded the motion, and it carried (5-4-1), **WARREN, J. JOHNSON, MILES and HARTMAN opposed; B. JOHNSON abstained.**

Interoffice Memorandum

To: City Council

From: Ana Lopez

Subject: CUP2021-00017 and ZON2022-00025

Date: June 14, 2022

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to GO General Office and an amendment to the River Bend Shopping Center Community Unit Plan CUP DP-18 to permit Warehouse, Self-Storage as a permitted use on Parcel 4. The property is generally located within one-quarter mile north of West 21st Street North and within one-half mile east of North Amidon Avenue. The entire CUP is 5.24 acres in size and predominantly zoned LC Limited Commercial. Parcel 4 is currently 1.56 acres and is zoned SF-5 Single-Family Residential. The CUP restricts uses on Parcel 4 to parking for Parcel 1. Parcel 1 is adjacent to the south, across West 22nd Street North and is comprised of a grocery store and other retail uses. General Provision #11 states "In no event is Parcel 4 to be used to satisfy the required parking for Parcels 1, 2 or 3." Therefore, it is presumed that the parking lot on Parcel 4 is for overflow. Given the distressed appearance of the existing parking lot, it is presumed that it has not been utilized in some time.

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(1) A tract for such use located in the GO District shall be Contiguous with a less restrictive District. As stated before, concurrent with this application, the applicant is requesting a vacation of a portion of West 22nd Street North. If the vacation application is approved, Parcel 4 will become contiguous with the rest of the LC-zoned CUP, which satisfies Regulation #1. The requested waiver is to ensure the proposed self-storage warehouse is in compliance with the UZC, should the vacation request be denied.

(2) The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the Transportation Plan adopted by the Governing Bodies and amended from time to time. The request for this waiver follows the same rationale as the request for waiving Regulation #1. The intention is to vacate West 22nd Street north, which would make this use have access to West 21st Street through Parcel 1 of the CUP to the south. Should the vacation not be approved, the waiver of this regulation will be required in order for the proposed self-storage warehouse to be in compliance with the UZC.

(17) A resident manager shall be required on the Site and shall be responsible for maintaining the operation of the facility in conformance with the conditions of approval. The applicant desires to not be required to provide

a resident manager. On-site management will be provided, but management will not reside on the Parcel as this Regulation requires. Staff is recommending against the waiver of this regulation because the purpose of providing a resident manager is for 24-hour security of the property.

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2. The applicant shall provide a revised site plan and architectural design of the buildings for review and approval by the Planning Department prior to the issuance of building permits. The site plan shall include at a minimum, all required screening, landscaping, and parking.
3. The applicant shall be required to install a sidewalk along the east side of Parcel 4. The sidewalk shall be installed to City standards.
4. The applicant shall install all required landscaping on Parcel 1 as specified in General Provision 8 prior to the issuance of building permits for Parcel 4.

5. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, 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, east, and west are zoned SF-5 Single-Family Residential and are developed with single-family dwellings. Property to the south is zoned LC Limited Commercial and is Parcel 1 of the subject CUP DP-18. The site is developed with commercial uses include retail, grocery, and restaurants and a bingo hall. The requested GO General Office rezoning and proposed use of Warehouse, Self-Storage can be considered a buffer from the higher intensity commercial uses along West 21st Street and the lower intensity uses in the neighborhood to the north.

2. **The suitability of the subject property for the uses to which it has been restricted:** The site is zoned SF-5 Single-Family Residential with CUP DP-18 which restricts the site to being used only for additional parking for Parcel 1 in the CUP. If the land was either removed from the CUP or the CUP is amended differently, the site could be used for single-family residential or a variety of civic uses permitted in SF-5 zoning.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property**: The provisions in the Community Unit Plan, in addition to the supplementary use regulations set forth in Section III-D.6.y should minimize and mitigate any significant potential negative impacts of the warehouse, self-storage use.

4. **Length of time the subject property has remained vacant as zoned**: The property is currently developed as a parking lot. There is no indication that the parking lot was ever utilized since its creation.

5. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request will allow development of the property for self-service warehouse. Denial would presumably represent a loss of economic opportunity to the applicant and/or land owner.

6. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The requested zone change and CUP amendment are in conformance to *The Community Investments Plan,* the *Wichita: Places for People Plan*, and the *21st Street Corridor Revitalization Plan* as discussed in the staff report.

Impact of the proposed development on community facilities: Significant negative impacts to community facilities are not anticipated.

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, William Longnecker the following questions were asked by DAB VI Board Members and members of the public.

Q: (DAB) What's the difference between a variance of a waiver?

A: (Staff) Variances are not considered by the Planning Commission and can't' be appealed at city council. Typically, you're looking at a variance if you're looking at setbacks, like you want to build your structure closer to your property line than you should. A waiver with that supplemental use regulations for conditional uses. Even if a conditional you do not have supplemental use regulations listed, the Planning Commission has a discrepancy to provide condition for approval.

Q: (DAB) What are the concerns form neighbors?

A: (Staff) The dislike of the property owner and walkability and wanting open space. The open space is not very well maintained right now. It's an underused piece of property that the applicant thinks could be better served by self-storage. Staff agreed partially on it. Our biggest disagreement with the applicant is we want a 24/7, manager on site.

Q: (DAB) If this goes through, they're going to be required to have somebody on site 24/7? How do we verify that?

A: (Staff) Code enforcement would be my first thought in regards are they fall into the code? If you don't meet the standards of conditional use, the planning director can find the conditional use null and void.

C: (DAB) It seem to me like the applicant does not want to do they job. As soon as people quit looking at, they're not going to do it.

C: (Staff) I think one reason why they don't want it is because the site is small. They want to utilize as much for storage as possible. Staff would recommend you still have the manager on site. If we need to have somebody on site 24/7 we'll do that. We're applying to vacate apiece of 22nd Street and then have one contiguous property. During Subdivision committee some residents had concerns about emergency access. On the site plan, we plan on having the access to this off of 22nd Street.

C(Agent) We've kind of tweaked this site plan a little bit, because there are some requirements that the staff wants as far as landscaping.

Q: (DAB) It seems like a lot of these places have living quarters. Is that's something you're interested in adding?

A: (Agent) Yes, that's correct. If that's one of the requirements that that you have, then that's what we'll do.

C: (Council Member Ballard) For any storage space that I've seen there's always been somebody onsite.

C: (DAB) Or there's a lot of very expensive high-tech security.

Q: (DAB) What was the Planning Commission's reason for denial of it?

A: (Agent) The motion they made, they voted to deny because of the access, not having the direct access because of that arterial because the arterial requirement?

C(Staff) Then you're asking for the waiver of the onsite.

C (Public) Bill Johnson Evans Building Company. I work directly with the owner, if we only had gotten 22nd Street vacated, we could have easily had a location tied together for the storage. We basically tried to get along with the neighbors and dropped the case on 22nd Street. Staff said we could still get it approved by not having the vacation case. The parking lot has been there since the 80s. I don't think there'd been a house on it for 40 or 50 years. The owner wants to instead of picking up trash all the time have something on site. I want everybody understand, it's the conditional use. If you don't do everything that's listed on the conditional, you lose it. The applicant is going to have a tremendous investment. I would think it'd be not in

his best interest to not have an onsite manager.

C: (Agent) I believe the site was paved as an overflow parking, when they got approval for a nightclub on the larger part of the CUP.

C (Public) I just have one concern, if we approve it with these conditions, it's just another storage and there's one nearby. It just seems like a waste of space to build self-storage in the middle of houses, when you can build something better that serves the community. How many people actually use them?

C: (Staff) Staff is not supporting their ask for a waiver. Staff says they got to have a 24/7 on site manager. The site plan that you got tonight, is not the site plan that is going to be approved, because it doesn't show the on-side residence for the manger.

C: (DAB) 24/7 doesn't mean that someone has to live there.

C: (Bill Ellison) We have to get the approval before we go through all the design, design and everything.

No further comments or questions from the public or agent. 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 Lisa Tatum.

MOTION APPROVED 5-2

Respectfully submitted,

Ana Lopez
Community Services Representative
District VI

OCA 150004

(Published in the Wichita Eagle, July 1, 2022)

ORDINANCE NO. 51-896

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. ZON2022-00025 with CUP2022-00017

Zone change from SF-5 Single-Family Residential to GO General Office, subject to the development standards contained in Community Unit Plan DP-18, on property described as:

> Lot 1, EXCEPT the South 150 feet of the West 150 feet thereof, in W. F. Farha 3rd Addition, Wichita, Sedgwick County, Kansas.
> AND
> Beginning at the Southwest corner of Lot 1, W. F. Farha 3rd Addition, Wichita, Sedgwick County, Kansas; thence North along the East right-of-way line of Somerset Avenue, which coincides with the West line of said Lot 1, a distance of 150 feet; thence East parallel with the South line of said Lot 1, a distance of 150 feet; thence S 1°59' E, a distance of 150 feet to the South line of said Lot 1; thence West along said South line, which line coincides with the North right-of-way line of 21st Street, a distance of 150 feet to the point of beginning.
> AND
> Lots 25 and 27 on Guthrie Avenue (now Hood Avenue) in Guthrie's Subdivision of the East Half of the Southeast Quarter of Section 6, Township 27 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, EXCEPT the West 30 feet of said Lots dedicated to the public for street purposes.

The Amendment to CUP DP-18 shall be subject to the following conditions:

1. Item C under Parcel 4 shall be amended in accordance with the following amended language:

A. Total Area: 82,690 sq. ft.
B. Curb Cuts: 1 to Hood
C. Proposed Uses: Parking for Parcel 1 and Warehouse, Self-Storage subject to Supplementary Use Regulations of the Unified Zoning Code Section III-D.6.y provided that the following regulations shall be waived:

> #1: A tract for such use located in the GO District shall be Contiguous with a less restrictive District.
> # 2 The use must be located Contiguous to an arterial Street, and have direct access to the arterial Street, as designated in the Transportation Plan adopted by the Governing Bodies and amended from time to time

2. The applicant shall provide a revised site plan and architectural design of the buildings for review and approval by the Planning Department prior to the issuance of building permits. The site plan shall include at a minimum, all required screening, landscaping, and parking.
3. The applicant shall be required to install a sidewalk along the east side of Parcel 4. The sidewalk shall be installed to City standards.
4. The applicant shall install all required landscaping on Parcel 1 as specified in General Provision 8 prior to the issuance of building permits for Parcel 4.
5. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

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]

_____
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

CMB'S FOR June 21, 2022

New	2022	Consumption Off Premises
Janalen Kumaravel	Snip'z Smoke and C-Shop***	2405 E. Pawnee #40

Renew	2022	Consumption Off Premises
Jason White	QuikTrip #320***	1021 W. 31st St S
Jason White	QuikTrip #321***	6011 W. Central Ave
Jason White	QuikTrip #328***	2801 S. Hydraulic St
Jason White	QuikTrip #343***	242 S. Tyler Rd
Jason White	QuikTrip #347***	1532 S. Seneca St
Jason White	QuikTrip #349***	1112 W. Douglas Ave
Jason White	QuikTrip #353***	110 S. Rock Rd
Jason White	QuikTrip #358***	7120 W. 21st St N
Jason White	QuikTrip #360***	3933 W. 13th St N
Jason White	QuikTrip #366***	1620 S. Webb Rd
Jason White	QuikTrip #368***	626 W. 21st St N
Jason White	QuikTrip #372***	3106 E. Pawnee St
Jason White	QuikTrip #376***	2106 S. Rock Rd
Jason White	QuikTrip #378***	5611 S. Broadway Ave
Jason White	QuikTrip #383***	11223 E. Central Ave
Jason White	QuikTrip #384***	2510 W. Pawnee St
Jason White	QuikTrip #386***	1010 E. Douglas Ave
Jason White	QuikTrip #388R***	3820 N. Rock Rd
Jason White	QuikTrip #389***	4730 E. Central Ave

Renew	2022	Consumption On Premises
Kristin Hale	Ty's Diner**	928 W. 2nd 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 JUNE 21, 2022

a. Water Distribution System to serve Sycamore Pond Addition (south of 47th Street S, east of Seneca) (448-2021-018799/E1125/47117221) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $100,334.00

b. Storm Water Drain #484 to serve Sycamore Pond Addition (south of 47th Street S, east of Seneca) (458-2021-085490/E1134/47309921) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $291,050.00

c. Sanitary Sewer to serve Sycamore Pond Addition (south of 47th Street S, east of Seneca) (468-2021-018800/E1126/47265521) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $112,900.00

d. 50th Street South from the south line of 50th Street South to termination at Lot 44, Block 1, and 50th Court all in Sycamore Pond Addition (south of 47th Street S, east of Seneca) (472-2021-085755/E1127/47469521) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $313,271.00

e. Water Distribution System to serve Cooper Creek Addition (north of 13th Street N, west of 135th Street W) (448-2022-001272/E2032/47117422) Traffic to be maintained during construction using flagpersons and barricades). (District V) - $53,040.00

f. Equus Wellfield Spurline Replacements Phase III (Equus Beds Wellfield) (448-2022-006890/W9022/54254519) Does not affect existing traffic. (District na) - $2,020,000.00

g. Water Distribution System to serve Towne Parc 8th Addition (south of Pawnee, west of Webb Rd) (448-2022-002142/E2035/47117522) Traffic to be maintained during construction using flagpersons and barricades). (District II) - $112,320.00

h. Sanitary Sewer Improvements to serve Towne Parc 8th Addition (south of Pawnee, west of Webb Rd) (468-2022-002143/E2034/47265622) Traffic to be maintained during construction using flagpersons and barricades). (District II) - $63,440.00

i. 2022 Sidewalk Maintenance (north of 63rd Street South, east of 151st Street West) (472-2022-085785/E2053/40107522) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V & VI) - $1,000,000.00

To be Bid: June 10, 2022

PRELIMINARY ESTIMATE of the cost of:
2022 Sidewalk Maintenance
(north of 63rd Street South, east of 151st Street West)

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

MEASURED QUANTITY BID ITEMS

1	4" Concrete Repair	50,000	sf	10.00	500,000.00
2	5" Concrete Repair	500	sf	11.00	5,500.00
3	5" Concrete Repair (reinforced)	3,000	sf	12.00	36,000.00
4	6" Concrete Repair	7,000	sf	13.00	91,000.00
5	8" Concrete Repair (reinforced)	7,000	sf	14.00	98,000.00
6	Protection Curb (6" wide, up to 8" high)	1,000	lf	20.00	20,000.00
7	Brick Paver Repair	100	sf	20.00	2,000.00
8	WCR Construction w/ DWS	150	ea	850.00	127,500.00
9	Comb. Curb & Gutter Repair	1,000	lf	30.00	30,000.00
10	Concrete Removal & Site Restoration	250	sf	10.00	2,500.00
11	Asphalt Repair	20	tn	300.00	6,000.00
12	Deeter Curb Drain	20	ea	600.00	12,000.00
13	Colored Concrete	250	sf	20.00	5,000.00
	Construction Subtotal				$935,500.00
	Engineering & Inspection				63,500.00
	Advertising				500.00
	Postage				500.00
	Total Estimated Cost				$1,000,000.00

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

40107522 E2053 472-2022-085785
Page _____

EXHIBIT _____

To be Bid: June 10, 2022

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Cooper Creek Addition
(north of 13th Street North, west of 135th Street West)

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
	MEASURED QUANTITY BID ITEMS		
3	Concrete Sidewalk Removed & Replaced	100	sf
4	BMP, Construction Entrance	1	ea
5	BMP, Curb Inlet Protection	1	ea
6	BMP, Silt Fence	705	lf
7	Pipe, WL 8"	361	lf
8	Pipe, WL 8" DICL	7	lf
9	Fire Hydrant Assembly	1	ea
10	Pipe Plug	1	ea
11	WL RJ Pipe 8" Directional Drilled	88	lf
	LUMP SUM BID ITEMS		
12	Seeding, Temporary	1,170	sy

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $53,040.00

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

47117422 E2032 448-2022-001272
Page _____ EXHIBIT _____

To be Bid: June 10, 2022

PRELIMINARY ESTIMATE of the cost of:
Equus Wellfield Spurline Replacements Phase III
Equus Beds Wellfield

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

	BASE BID LUMP SUM BID ITEMS - GROUP 1		
1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Mobilization	1	LS
4	Seeding, Temporary	1	LS
5	Seeding	1	LS
	M17 BASE BID MEASURED QUANTITY BID ITEMS - GROUP 1		
6	Pipe, WL 16" DICL RJ	8	lf
7	Pipe, WL 16" RJ	120	lf
8	Pipe, WL 16"	70	lf
9	Pipe, Connect to Existing	1	ea
10	Pipe, Cut and Cap	2	ea
11	6" Temporary Blowoff Assembly	1	ea
12	Sign, Water Supply Line	1	ea
13	Well House Structure Modifications	1	ea
14	Well House Piping Modifications	1	ea
15	BMP, Silt Fence	150	lf
	M27 & M28 BASE BID MEASURED QUANTITY BID ITEMS - GROUP 1		
16	Pipe, WL 12" DICL RJ	19	lf
17	Pipe, WL 12" RJ	174	lf
18	Pipe, WL 12"	2,103	lf
19	Pipe, WL 16" DICL RJ	9	lf
20	Pipe, WL 16" RJ	283	lf
21	Pipe, WL 16"	2,545	lf
22	Pipe, Steel Casing (28" OD min.) by Boring	48	lf
23	Valve Assembly, 12"	1	ea
24	Valve Assembly, 16"	1	ea
25	2" Combination Air Valve Assembly	2	ea
26	Pipe, Connect to Existing	1	ea
27	Pipe, Cut and Cap	6	ea
28	6" Temporary Blowoff Assembly	1	ea
29	Sign, Water Supply Line	3	ea
30	Remove and Replace Gravel Drive	70	lf
31	Fence Removed & Replaced	68	lf
32	Hedge Row Removed	447	lf
33	Well House Structure Modifications	2	ea
34	Well House Piping Modifications	2	ea
35	BMP, Ditch Check	2	ea
36	BMP, Silt Fence	490	lf
	M33 BASE BID MEASURED QUANTITY BID ITEMS - GROUP 1		
37	Pipe, WL 12" DICL RJ	13	lf
38	Pipe, WL 12" RJ	105	lf
39	Pipe, WL 12"	781	lf
40	Pipe, Connect to Existing	1	ea
41	Pipe, Cut and Cap	2	ea
42	6" Temporary Blowoff Assembly	1	ea
43	Sign, Water Supply Line	1	ea
44	Well House Structure Modifications	1	ea
45	Well House Piping Modifications	1	ea
46	BMP, Silt Fence	50	lf
	M39 & M40 BASE BID MEASURED QUANTITY BID ITEMS - GROUP 1		
47	Pipe, WL 16" DICL RJ	11	lf
48	Pipe, WL 16" RJ	210	lf
49	Pipe, WL 16"	2,152	lf

50	Valve Assembly, 16" Butterfly	2	ea
51	Tap Existing 48" PCCP for 16" Connection	1	ea
52	Pipe, Connect to Existing	1	ea
53	Pipe, Cut and Cap	3	ea
54	6" Temporary Blowoff Assembly	1	ea
55	Sign, Water Supply Line	1	ea
56	Fence Removed & Replaced	60	lf
57	Well House Structure Modifications	2	ea
58	Well House Piping Modifications	2	ea
59	BMP, Ditch Check	1	ea
	M16 ADD ALTERNATE 4 LUMP SUM BID ITEMS - GROUP 5		
109	Site Clearing	1	LS
110	Site Restoration	1	LS
111	Mobilization	1	LS
112	Seeding, Temporary	1	LS
113	Seeding	1	LS
	M16 ADD ALTERNATE 4 MEASURED QUANTITY BID ITEMS - GROUP 5		
114	Pipe, WL 16" DICL RJ	13	lf
115	Pipe, WL 16" RJ	89	lf
116	Pipe, WL 16"	170	lf
117	Pipe, Connect to Existing	1	ea
118	Pipe, Cut and Cap	2	ea
119	6" Temporary Blowoff Assembly	1	ea
120	Sign, Water Supply Line	1	ea
121	Well House Structure Modifications	1	ea
122	Well House Piping Modifications	1	ea

Base Bid Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Easement Acquisition Estimate

Total Estimated Base Project Cost $2,020,000.00

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

54254519 W9022 448-2022-006890
Page _____

EXHIBIT _____

To be Bid: June 10, 2022

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Towne Parc 8th Addition
(south of Pawne, west of Webb Road)

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 - E2035 - GROUP 1		
1	Maintain Existing BMPs	1	LS
2	Site Clearing	1	LS
3	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS - E2035 - GROUP 1		
4	Pipe, WL 6"	606	lf
5	Pipe, WL 8"	554	lf
6	Fire Hydrant Assembly	1	ea
7	Valve Assembly, Gate 6"	2	ea
8	Valve Assembly, Gate 8"	1	ea
9	Valve Assembly, Blowoff 2"	3	ea
10	Fill, Protective	420	lf
11	BMP, Silt Fence	250	lf
12	Valve Assembly, Anchored 8" Special	1	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $112,320.00

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

47117522 E2035 448-2022-002142
Page _____ EXHIBIT _____

To be Bid: June 10, 2022

PRELIMINARY ESTIMATE of the cost of:
Sanitary Sewer Improvements to serve Towne Parc 8th Addition
Towne Parc 8th Addition

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 - E2034 - GROUP 2		
1	Grading, Easement	1	LS
2	Seeding	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS - E2034 - GROUP 2		
5	Pipe, SS 8"	588	lf
6	Pipe Stub, 4"	1	ea
7	Pipe Stub, 8"	1	ea
8	Riser Assembly 4", Vertical	10	ea
9	MH, Joint Wrap	38	lf
10	MH, Standard SS (4')	1	ea
11	MH, Outside Drop Constructed (5')	1	ea
12	Fill, Flowable	39	lf
13	Air Testing, SS Pipe	588	lf
14	BMP, Construction Entrance	1	ea
15	BMP, Silt Fence	629	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $63,440.00

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

47265622 E2034 468-2022-002143
Page _____

EXHIBIT _____

448-2021-018799 E1125 47117221 District IV

To be Bid: June 3, 2022

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Sycamore Pond Addition
(south of 47th Street South, east of Seneca Street)

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 - E1125 - GROUP 1		
1	Maintain Existing BMP's	1	LS
2	Mobilization	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Seeding, Temporary	5,808	sy
	MEASURED QUANTITY BID ITEMS - E1125 - GROUP 1		
6	Pipe, WL 8"	1,202	lf
7	Fire Hydrant Assembly	1	ea
8	Blow-off Assembly, 2"	2	ea
9	Connect to Existing Water Main	1	ea
10	Valve Assembly, 8"	3	ea
11	Valve Assembly, Anchored 8"	1	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $100,334.00

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

47117221 E1125 448-2021-018799
Page _____ EXHIBIT _____

To be Bid: June 3, 2022

PRELIMINARY ESTIMATE of the cost of:
SWD #484 to serve Sycamore Pond Addition
(south of 47th Street South, east of Seneca Street)

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 - E1134 - GROUP 2		
1	Maintain Existing BMP's	1	LS
2	Mobilization	1	LS
3	Site Clearing	1	LS
4	Excavation - Easements and R/W	2,110	cy
5	Site Restoration	1	LS
6	Seeding, Temporary	4,840	sy
	MEASURED QUANTITY BID ITEMS - E1134 - GROUP 2		
7	Fill, Flowable	64	lf
8	Pipe, RCP 18"	32	lf
9	Pipe, RCP 24"	223	lf
10	Pipe, RCP 30"	117	lf
11	Pipe, RCP 36"	417	lf
12	Inlet Hookup	3	ea
13	Inlet, Curb (Type 1)(L=5', W=3')	4	ea
14	Inlet, Curb (Type 1)(L=5', W=4')	2	ea
15	MH, Standard SWS (4')	1	ea
16	Backyard Inlet	2	ea
	LUMP SUM BID ITEMS - E1134 - GROUP 2		
17	Fill, Contractor Furnished	12,670	cy
	LUMP SUM BID ITEMS - E1134 - GROUP 2		
18	Concrete Flume	400	lf
	LUMP SUM BID ITEMS - E1134 - GROUP 2		
19	Fill Compacted (95% Density)	14,780	cy
	LUMP SUM BID ITEMS - E1134 - GROUP 2		
20	Pipe, RCP 15"	10	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $291,050.00

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

468-2021-018800 E1126 47265521 District IV

To be Bid: June 3, 2022

PRELIMINARY ESTIMATE of the cost of:
Sanitary Sewer to Serve Sycamore Pond Addition
(south of 47th Street South, east of Seneca Street)

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 - E1126 - GROUP 3		
1	BMP, Construction Entrance	1	LS
2	Mobilization	1	LS
3	Site Clearing	1	LS
4	Site Restoration	1	LS
5	Seeding, Temporary	5,324	sy
	MEASURED QUANTITY BID ITEMS - E1126 - GROUP 3		
6	Pipe, SS 8"	726	lf
7	MH, Connect to Existing	1	ea
8	MH, Standard SS (4')	3	ea
9	PVC Stub, 8"	2	ea
10	Fill, Flowable	33	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $112,900.00

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

47265521 E1126 468-2021-018800
Page _____ EXHIBIT _____

To be Bid: June 3, 2022

PRELIMINARY ESTIMATE of the cost of:
50th Street South and 50th Court
Sycamore Pond Addition

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 - E1127 - GROUP 4		
1	Maintain Existing BMP's	1	LS
2	Fill, Compacted (95% Density)	2,500	cy
3	Mobilization	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS
6	Signing	1	LS
7	Traffic Control	1	LS
8	BMP Construction Entrance	1	LS
	MEASURED QUANTITY BID ITEMS - E1127 - GROUP 4		
9	BMP, Back of Curb Protection	2,173	lf
10	Sawed Joint	70	lf
11	5" Asphaltic Concrete Paving	3,119	sy
12	Concrete C & G, Comb. Type 2 (3-5/8" RL x 1-1/2")	2,173	lf
13	5" Crushed Rock Base, Reinforced	3,964	sy
14	Concrete Pavement (VG) 7" (Reinf)	110	sy
15	BMP, Silt Fence	2,725	lf
16	BMP, Drop Inlet Protection	4	ea
17	BMP, Curb Inlet Protection	5	ea
	LUMP SUM BID ITEMS - E1127 - GROUP 4		
18	Seeding	1	LS
	MEASURED QUANTITY BID ITEMS - E1127 - GROUP 4		
19	Concrete Curb Mono Edge (3-5/8" RL & 1-1/2")	65	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $313,271.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: On-Call Architectural and Engineering Services (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreements.

Background: Licensed architectural and engineering services firms are periodically required to assist City staff with minor facilities projects. The current on-call contracts with design teams have expired with no provision for renewal. The on-call engineering services have historically been contracted through on-call agreements residing within several departments of the City. A Request for Proposal was issued for response from interested design and engineering firms.

Analysis: Six responses were received from design firms as follows: GLMV Architecture, LK Architecture, SJCF Architecture, SPT Architecture, Alloy Architecture, and Hanney and Associates Architects. The Staff Screening and Selection Committee interviewed all six firms and scored each based on six criteria, including experience, references, and fees. All six proposing firms were identified as being well-qualified with ample staff and offerings to provide the services necessary for City on-call design projects.

- All proposing firms scored at 88% or above based on total points available.
- Each firm displayed strengths that provide value to the City's facilities projects.
- Expertise/demonstrated capabilities identified via this selection process will be taken into consideration by staff when selections are made for specific projects.

Three responses were received from local engineering firms. All proposals were reviewed and deemed to indicate that all firms that submitted were qualified to participate in the City's Facilities Engineering on-call program. The firms recommended for inclusion are DuBois Consultants Inc., Utility HelpNet Inc., and Professional Engineering Consultants, PA.

Financial Considerations: Funding for these professional services will come from previously approved operating and project budgets. The on-call services will be limited to $50,000 or less in fees for each separate project and $250,000 total per calendar year for an individual firm.

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

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

Attachments: Agreements.

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **ALLOY ARCHITECTURE** whose principal office is at 165 S. Rock Island, Suite 200, Wichita, Wichita, Kansas 67202, Telephone Number (316) 634-1111, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each accident
Property Damage Liability	$1,000,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured on Commercial General and Auto liability coverages. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

ALLOY ARCHITECTURE

Signature

Craig W. Lofton, AIA
Print Signature Name

Principal, Vice-President
Title (*President or Corporate Officer*)

EXHIBIT A
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.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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.

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

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

(Rev. 1/3/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

City of Wichita On-Call Requirements

4. HOURLY FEE SCHEDULE

The hourly fee schedules for architectural and engineering discipline to be held constant throughout the one-year contract and up to the two optional one-year contract extensions.

Alloy Architecture

Architecticture, Programming,
Interior Design, Cost Estimating, Bldg, Inspections

	Hourly Rate
Senior Principal	$180.00
Principal	$165.00
Associate Principal	$150.00
Project Manager	$140.00
Project Architect I	$130.00
Project Architect II	$120.00
Intern Architect I	$100.00
Intern Architect II	$90.00
Cad Tech I	$80.00
Cad Tech II	$75.00
Interior Designer I	$110.00
Interior Designer II	$90.00
Intern Student Architect	$40.00
Clerical	$50.00

Integrated Consulting Engineers

Mechanical, Electrical, and Plumbing Engineering

	Hourly Rate
Principal	$145.00
Associated Principal	$135.00
Project Engineer II	$115.00
Project Enginner I	$95.00
Design Engineer II	$85.00
Design Engineer I	$75.00
Senior Design Tech II	$100.00
Senior Design Tech I	$90.00
Design Tech	$80.00
Drafter	$65.00
Clerical	$50.00

Dudley Williams & Associates

Structural Engineering

	Hourly Rate
Principal Engineer	$150.00
Senior Structural Engineer	$120.00
Structural Engineer	$95.00
Intern Engineer	$65.00
Drafting Technician	$65.00
Clerical	$60.00

Baughman Company

Civil Engineering

	Hourly Rate
Principal	$150.00
Project Manager	$130.00
Project Engineer	$120.00
Design Engineer	$110.00
Design Draftsman	$80.00
Survey Crew	$150.00
Staking Crew	$150.00
Inspector	$95.00
Licensed Surveyor	$100.00
Survey Draftsman	$80.00

Reimbursable Multiplier 1.15 of reproduction costs, travel expenses, freight and postage expenses, fax and phone expenses. Reimbursable Multiplier 1.10 of consultant expenses.

City of Wichita On-Call Requirements

4. HOURLY FEE SCHEDULE

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Alloy Architecture
Architecticture, Programming,
Interior Design, Cost Estimating, Bldg, Inspections

	Hourly Rate
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Principal	$165.00
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Cad Tech I	$80.00
Cad Tech II	$75.00
Interior Designer I	$110.00
Interior Designer II	$90.00
Intern Student Architect	$40.00
Clerical	$50.00

Integrated Consulting Engineers
Mechanical, Electrical, and Plumbing Engineering

	Hourly Rate
Principal	$145.00
Associated Principal	$135.00
Project Engineer II	$115.00
Project Enginner I	$95.00
Design Engineer II	$85.00
Design Engineer I	$75.00
Senior Design Tech II	$100.00
Senior Design Tech I	$90.00
Design Tech	$80.00
Drafter	$65.00
Clerical	$50.00

Dudley Williams & Associates
Structural Engineering

	Hourly Rate
Principal Engineer	$150.00
Senior Structural Engineer	$120.00
Structural Engineer	$95.00
Intern Engineer	$65.00
Drafting Technician	$65.00
Clerical	$60.00

Baughman Company
Civil Engineering

	Hourly Rate
Principal	$150.00
Project Manager	$130.00
Project Engineer	$120.00
Design Engineer	$110.00
Design Draftsman	$80.00
Survey Crew	$150.00
Staking Crew	$150.00
Inspector	$95.00
Licensed Surveyor	$100.00
Survey Draftsman	$80.00

Reimbursable Multiplier 1.15 of reproduction costs, travel expenses, freight and postage expenses, fax and phone expenses. Reimbursable Multiplier 1.10 of consultant expenses.

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **DUBOIS CONSULTANTS INC.,** whose principal office is at 200 W. Douglas, # 325, Wichita, Wichita, Kansas 67202, Telephone Number (816) 333-7700, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$500,000 each accident
Property Damage Liability	$1,000,000 aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$500,000 each accident $1,000,000 aggregate

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured on the general liability policy. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

DUBOIS CONSULTANTS INC

Cervente Sudduth
Signature

Cervente D. Sudduth 5/3/2022
Print Signature Name

President
Title (*President or Corporate Officer*)

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.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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.

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

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

(Rev. 1/3/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

DuBois Consultants
CIVIL + STRUCTURAL ENGINEERING

DUBOIS CONSULTANTS HOURLY RATES

Effective January 1, 2021

Principal	$215
Project Manager	$185
Engineer	$146
Drafting Technician	$108
Clerical	$66

5737 SWOPE PARKWAY ✦ KANSAS CITY, MISSOURI 64130
816-333-7700 ✦ FAX 816-333-7722
Website: www.dubcon.com

CUSTOM ENGINEERING
MECHANICAL & ELECTRICAL ENGINEERING

Hourly Rates
2021

Principal	$208.00
Project Manager	$184.00
Sr Elect	$179.00
Elect III	$142.00
Elect II	$129.00
Elect I	$120.00
Sr. Mech	$179.00
Mech III	$142.00
Mech II	$140.00
Mech I	$120.00
Cadd/BIM	$110.00
Proj Assist	$74.00

REIMBURSABLE EXPENSES

For reimbursable expenses, including out-of-town travel and living expenses, drawing reproductions, computer hardware and software utilization, long distance phone charges, film and photographic processing costs, postage and express mailing, courier service or handling charges, and other directly attributable to the project, the fixed multiple of **1.0** times the actual cost to us, will be charged.

Plots				
11 x 17	B&W	$4/sheet		
22 x 34		$8/sheet		
24 x 36	B&W	$8/sheet		
Copies		$0.20/copy	Digital Color Prints	$1.00/ 8.5 x 11
Computer CD		$20	Mileage	$0.56/mile

12760 East 40 Highway ♦ Independence, MO 64055 ♦ Telephone (816) 350-1473 ♦ Fax (816) 350-1579
♦ www.customengr.com

ARCHITECTURE LLC

2021 HOURLY RATE SCHEDULE

CLASSIFICATION	HOURLY RATE
PRINCIPAL / SR. ARCHITECT	$140.00
ARCHITECT II	$125.00
ARCHITECT I	$115.00
INTERN ARCHITECT III	$105.00
INTERIOR DESIGNER II	$100.00
INTERN ARCHITECT II	$95.00
TECHNICIAN II	$90.00
INTERN ARCHITECT I	$85.00
INTERIOR DESIGNER I	$80.00
TECHNICIAN I	$75.00
SECRETARY	$65.00

P.O. Box 43 | Andover, Kansas 67002 | (316) 347-7755 | **TEAM**Architecture-LLC.com

together everyone achieves more

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **GLMV ARCHITECTURE, INC.,** whose principal office is at 1525 E. Douglas, Wichita, Kansas 67211, Telephone Number (316) 265-9367, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

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4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

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5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

GLMV ARCHITECTURE, INC

Signature

JEFFREY W. WEIFERD
Print Signature Name

EXECUTIVE VICE PRESIDENT
Title (*President or Corporate Officer*)

EXHIBIT A
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.

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13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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.

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

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

(Rev. 1/3/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

GLMVArchitecture

Fee Schedule

Hourly Rates

See the following attachments for rate schedules.

GLMV Standard Billing Rates
Effective January 1, 2022

Service Category	Title	Billing Rate/Hour
Principal	Principal-In-Charge	$200
Project Manager	Project Manager IV	$165
	Project Manager III	$154
	Project Manager II	$132
	Project Manager I	$115
Architect	Architect IV	$148
	Architect III	$138
	Architect II	$121
	Architect I	$110
	Intern Architect II	$88
	Intern Architect I	$83
Landscape Architect	Landscape Architect IV	$137
	Landscape Architect III	$126
	Landscape Architect I	$105
	Intern Landscape Architect II	$94
	Intern Landscape Architect I	$83
Engineering	Professional Engineer III	$180
	Professional Engineer II	$160
	Professional Engineer I	$143
	Civil Designer II	$145
	Civil Designer I	$105
	Engineer in Training III	$138
	Engineer in Training II	$121
Interior Design	Interior Designer III	$110
	Interior Designer II	$95
	Interior Designer I	$90
	Intern Interior Designer I	$82
Support	Architectural Illustrator IV	$140
	Architectural Illustrator I	$115
	Cost Estimator IV	$143
	Graphic Designer	$77
BIM Technicians	BIM Technician II	$80
	BIM Technician I	$60
	Drafter	$70
Administration	Administrative Assistant IV	$95
	Administrative Assistant II	$77
	Administrative Assistant I	$72
	Accounting Manager	$121
	Staff Accountant	$99
	Construction Administrator	$115
	Conservationist	$115

PEC
PROFESSIONAL ENGINEERING CONSULTANTS

CITY OF WICHITA ON-CALL
RATE SCHEDULE

TITLE	HOURLY RATE *
Principal Engineer 2	$205.00
Principal Engineer 1	$185.00
Project Manager 2	$200.00
Project Manager 1	$160.00
Senior Engineer 2	$190.00
Senior Engineer 1	$175.00
Project Engineer 2	$155.00
Project Engineer 1	$140.00
Design Engineer 2	$140.00
Design Engineer 1	$125.00
Landscape Arch. 2	$155.00
Landscape Arch. 1	$145.00
Land Use Planner 2	$155.00
Land Use Planner 1	$145.00
Design Technician Supervisor 2	$180.00
Design Technician Supervisor 1	$160.00
Design Technician 2	$160.00
Design Technician 1	$115.00
Project Assistant	$90.00
Commissioning Agent 2	$170.00
Commissioning Agent 1	$150.00
Land Surveyor	$145.00
Party Chief	$120.00
Survey Technician	$96.00
Inspector	$125.00
Senior Engineering Technician	$110.00
Engineering Technician	$85.00
Driller	$115.00

*Premium time for all non-salaried personnel or as noted in the contract. 1.5 multiplier

These hourly rates will be held constant throughout the one-year contract and throughout up to two optional one-year contract extensions.

DWA
STRUCTURAL ENGINEERS

HOURLY RATES AND ADDITIONAL SERVICES

Principal Engineer	-	$150.00 per hour
Senior Structural Engineer	-	$120.00 per hour
Structural Engineer	-	$ 95.00 per hour
Intern Engineer	-	$ 65.00 per hour
Drafting Technician	-	$ 65.00 per hour
Clerical	-	$ 60.00 per hour

Other services you may desire would be available on an hourly basis at our current Hourly Rates. Expenses associated with Additional Services would be invoiced to you at 110% of our cost.

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **HANNEY & ASSOCIATES ARCHITECTS,** whose principal office is at 1726 S. Hillside, Suite C, Wichita, Kansas 67211, Telephone Number (316) 683-8965, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup aa per proposal

3. **Term.** The term of this contract shall be from June **21, 2022 through** May **31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. **Indemnification and Insurance.**

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each accident
Property Damage Liability	$1,000,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

HANNEY & ASSOCIATES ARCHITECTS

Signature

MARTIN HANNEY
Print Signature Name

OWNER - HANNEY & ASSOCIATES ARCHITECTS
Title (*President or Corporate Officer*)

EXHIBIT A
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.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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

(Rev. 1/3/2022)

EXHIBIT B

CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

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5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

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10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

4. HOURLY RATES

Hanney & Associates		
Project Architect:	$	85.00 / hour
Project Manager:	$	75.00 / hour
Interior Design:	$	70.00 / hour
Reimbursable Costs:		1.2%
Consulting Engineers		
Landscape Design:	$	75.00 / hour
Electrical Engineer:	$	100.00 / hour
Mechanical Engineer:	$	65.00 / hour
Structural Engineer:	$	100.00 / hour
Civil Engineer:	$	145.00 / hour

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called **"CITY"**, and **LK ARCHITECTURE,** whose principal office is at 345 Riverview, Suite 200, Wichita, Kansas 67203, Telephone Number (316) 268-0230, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

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a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each accident
Property Damage Liability	$1,000,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

LK ARCHITECTURE

Signature

DAVID L. HOFFMAN, FAIA, NCARB
Print Signature Name

SENIOR VICE PRESIDENT
Title (*President or Corporate Officer*)

EXHIBIT A
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.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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.

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

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

(Rev. 1/3/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by the City, Contractor agrees not to bring onto the project site any person who is not an employee, agent or subcontractor of Contractor. Contractor's right of entry and access to the project site ceases upon project closeout.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

4. **Hourly Fee Schedule**
The following outlines the hourly fee schedule for architectural and each engineering discipline to be held constant throughout the one-year contract and throughout up to two optional one-year contract extensions.

Architectural:	LK Architecture
• Principal	$265.00
• Project Manager/Administrator	$175.00
• Project Architect	$140.00
• Architectural Technician	$110.00
• Architectural Draftsman	$100.00
• Interior Designer	$100.00
• Landscape Architect	$175.00

Civil Engineering:	TranSystems	MKEC	Baughman
• Civil Project Manager	$243.00	$197.00	$130.00
• Civil Engineer	$183.00	$183.00	$120.00
• Civil Technician	$162.00	$116.00	$ 80.00
• Survey Manager		$200.00	$120.00
• Licensed Surveyor		$200.00	$100.00
• Two-man crew		$434.00	$150.00

Structural Engineering:	DWA	MKEC	Engineering Con.
• Structural Project Manager	$150.00	$197.00	$125.00
• Structural Engineer	$ 95.00	$183.00	$115.00
• Structural Technician	$ 65.00	$116.00	$ 95.00

Mechanical Engineering:	LK	MKEC	ICE
• Mechanical Project Manager	$175.00	$197.00	$145.00
• Mechanical Engineer	$125.00	$183.00	$115.00
• Mechanical Technician	$115.00	$116.00	$100.00

Electrical Engineering:	LK	MKEC	ICE
• Electrical Project Manager	$175.00	$197.00	$145.00
• Electrical Engineer	$125.00	$183.00	$115.00
• Electrical Technician	$115.00	$116.00	$100.00

Plumbing Engineering:	LK	MKEC	ICE
• Plumbing Project Manager	$175.00	$197.00	$145.00
• Plumbing Engineer	$125.00	$183.00	$115.00
• Plumbing Technician	$115.00	$116.00	$100.00

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **PROFESSIONAL ENGINEERING CONSULTANTS, PA (PEC),** whose principal office is at 303 S. Topeka, Wichita, Kansas 67202, Telephone Number (316) 262-2691, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
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IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, PA (PEC)

Signature

Tracy Dible, P.E.
Print Signature Name

Secretary/Treasurer
Title (*President or Corporate Officer*)

EXHIBIT A
CITY OF WICHITA MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

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    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

(Rev. 1/3/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

PEC
PROFESSIONAL ENGINEERING CONSULTANTS

CITY OF WICHITA ON-CALL
RATE SCHEDULE

TITLE	HOURLY RATE *
Principal Engineer 2	$205.00
Principal Engineer 1	$185.00
Project Manager 2	$200.00
Project Manager 1	$160.00
Senior Engineer 2	$190.00
Senior Engineer 1	$175.00
Project Engineer 2	$155.00
Project Engineer 1	$140.00
Design Engineer 2	$140.00
Design Engineer 1	$125.00
Landscape Arch. 2	$155.00
Landscape Arch. 1	$145.00
Land Use Planner 2	$155.00
Land Use Planner 1	$145.00
Design Technician Supervisor 2	$180.00
Design Technician Supervisor 1	$160.00
Design Technician 2	$160.00
Design Technician 1	$115.00
Project Assistant	$90.00
Commissioning Agent 2	$170.00
Commissioning Agent 1	$150.00
Land Surveyor	$145.00
Party Chief	$120.00
Survey Technician	$96.00
Inspector	$125.00
Senior Engineering Technician	$110.00
Engineering Technician	$85.00
Driller	$115.00

*Premium time for all non-salaried personnel or as noted in the contract. 1.5 multiplier

These hourly rates will be held constant throughout the one-year contract and throughout up to two optional one-year contract extensions.

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022 by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SCHAEFER JOHNSON COX FREY ARCHITECTURE INC.,** whose principal office is at Emprise Center, 257 N. Broadway, Wichita, Kansas 67202, Telephone Number (316) 684-0171, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each accident
Property Damage Liability	$1,000,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

SCHAEFER JOHNSON COX FREY ARCHITECTURE, INC.

Signature

JUSTIN GRAHAM
Print Signature Name

VP
Title (*President or Corporate Officer*)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

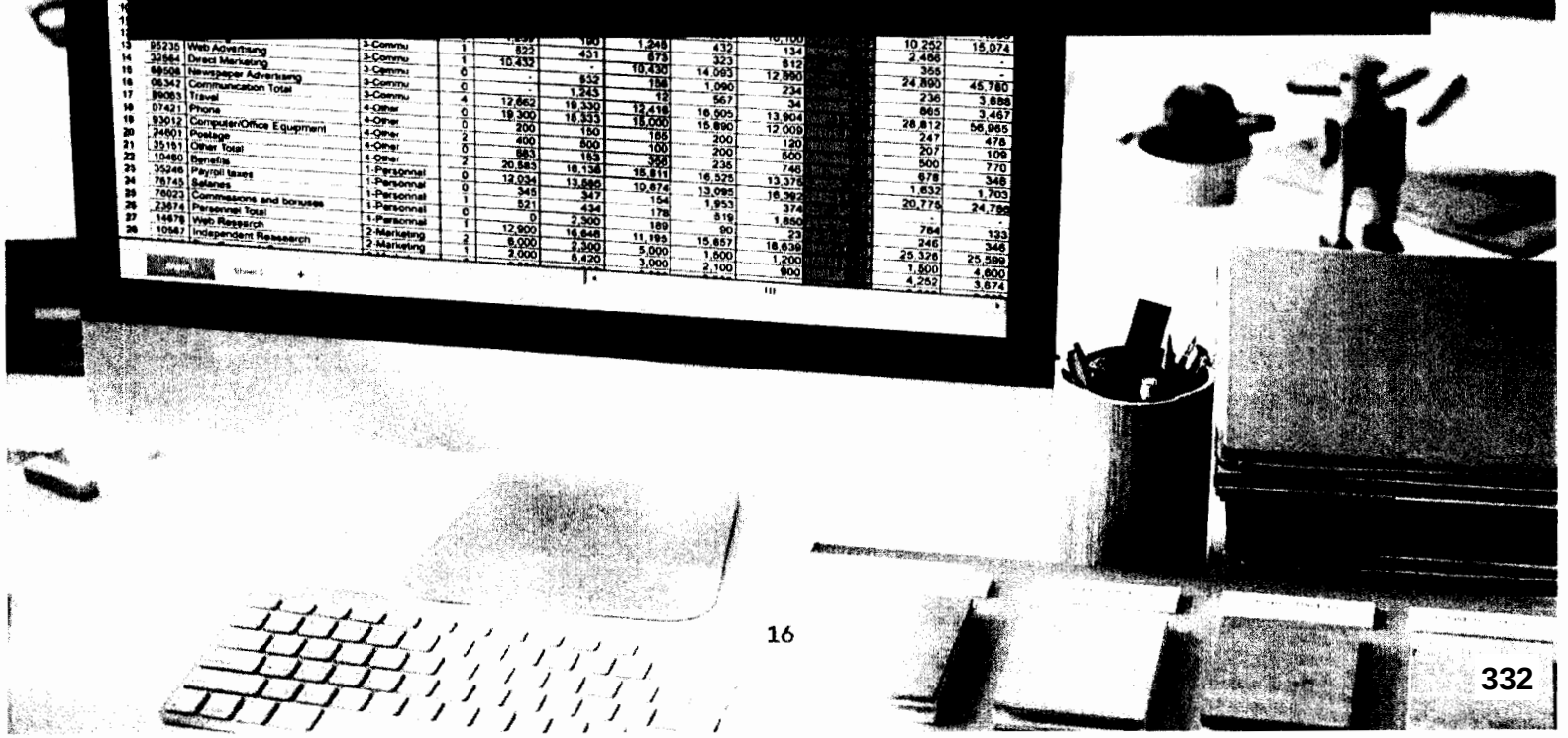
9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

4. Exhibit C

An hourly fee schedule for architectural and each engineering discipline to be held constant throughout the one-year contract and throughout up to four optional one-year contract extensions. In addition, provide any markup that will be charged on reimbursable expenses including reproduction costs for architectural and each engineering discipline to be held constant throughout the one-year contract and throughout each of the four optional one-year contract extensions.

Reference following pages.



architecture

October 8, 2021

EXHIBIT C

Melinda Walker, Purchasing Manager
Department of Finance, Purchasing Division
City Hall
455 North Main - 12th Floor
Wichita, Kansas 67202

Subject: RFP No. 210270 / On-Call Architectural/Engineering & Related Services

Dear Melinda:

The same rates apply to pre-construction and construction administration services and will be held constant throughout the one-year contract and throughout each contract extension.

SJCF partners with many qualified consulting engineers. We understand that it can be beneficial to have options when selecting an engineering firm for a project, therefore we have selected multiple firms for each mechanical, plumbing, electrical, structural and civil engineering.

A 10% markup will be applied on reimbursable expenses including reproduction costs and engineering consultants, to be held constant through the one-year contract and through each of the four optional one-year contract extensions.

Principal	$ 150.00 per hour
Project Manager	$ 135.00 per hour
Project Architect	$ 115.00 per hour
Architect	$ 105.00 per hour
Interior Designer	$ 95.00 per hour
Architectural Intern	$ 81.00 per hour
Clerical	$ 65.00 per hour

Shannon Bohm, AIA, LEED AP
President
sfbohm@sjcf.com

Justin Graham, AIA, NCARB
Vice President
jgraham@sjcf.com

MEi

MIDWEST ENGINEERING, INC.

MECHANICAL ENGINEERING FEE PROPOSAL

05 October 2021

Mr. Justin Graham
SJCF Architecture
257 North Broadway
Wichita, KS 67202

Subject: City of Wichita
On-Call Services

We offer the following proposal of professional mechanical engineering fees for the City of Wichita On-Call Services. The Scope of Services will vary. The following is our standard hourly rates.

Compensation:

Standard Hourly Billing Rates:

- Principal Engineer $120.00/Hour
- Project Engineer $110.00/Hour
- CxA $110.00/Hour
- Design Technician $70.00/Hour
- Clerical $30.00/Hour

Sincerely,

Bradley L. Ward, P.E.

Integrated Consulting Engineers

Hourly Rate Schedule

• Principal	$145.00/Hour
• Associate Principal	$135.00/Hour
• Project Engineer II	$115.00/Hour
• Project Engineer I	$95.00/Hour
• Design Engineer II	$85.00/Hour
• Design Engineer I	$75.00/Hour
• Senior Design Tech II	$100.00/Hour
• Senior Design Tech I	$90.00/Hour
• Design Tech	$80.00/Hour
• Drafter	$65.00/Hour
• Clerical	$50.00/Hour

Reimbursables will be billed at ICE's cost plus 10%.

Reimbursables include:

- Reproduction, postage, and handling of drawings, specifications, and other documents.
- Mailing and courier costs for transmitting drawings, specifications, and other job information.
- Vehicle or other expenses for out-of-town travel and per diem expenses.

349 S. Hydraulic ● Wichita, KS 67211
Tel 316.264.3588 ● Fax 316.264.3948 ● www.iconengineers.net

Dudley Williams and Associates, PA
STRUCTURAL ENGINEERS
230 Laura • Suite 200 • Wichita, KS 67211-1514 • 316-263-7591 • F 316-263-3266 • www.dwase.com

2022 STANDARD HOURLY RATES AND ADDITIONAL SERVICES

Principal Engineer	-	$150.00 per hour
Senior Structural Engineer	-	$120.00 per hour
Structural Engineer	-	$ 95.00 per hour
Intern Engineer	-	$ 65.00 per hour
Drafting Technician	-	$ 65.00 per hour
Clerical	-	$ 60.00 per hour

Other services you may desire would be available on an hourly basis at our current Hourly Rates. Expenses associated with Additional Services would be invoiced to you at 110% of our cost.

Dudley Williams & Associates, P.A. agrees to hold firm through Year 1 of the agreement plus up to four additional option years on our hourly rates.

BAUGHMAN
BETTER BY [DESIGN]

October 7, 2021

RE: HOURLY RATE SHEET

Principal	$150
Project Manager	$130
Project Engineer	$120
Design Engineer	$110
Design Draftsman	$80
Landscape Architect	$100
Survey Crew	$150
Staking Crew	$150
Inspector	$95
Licensed Surveyor	$100
Survey Draftsman	$80

315 ELLIS | WICHITA, KS 67211 [BaughmanCo.com] [P] 316.262.7271 [F] 316.262.0149

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

2021 RATE SCHEDULE

TITLE	HOURLY RATE *
Principal Engineer 2	$170.00
Principal Engineer 1	$155.00
Project Manager 2	$165.00
Project Manager 1	$135.00
Senior Engineer 2	$160.00
Senior Engineer 1	$145.00
Project Engineer 2	$130.00
Project Engineer 1	$115.00
Design Engineer 2	$115.00
Design Engineer 1	$105.00
Landscape Arch. 2	$160.00
Landscape Arch. 1	$120.00
Land Use Planner 2	$130.00
Land Use Planner 1	$120.00
Design Technician Supervisor 2	$150.00
Design Technician Supervisor 1	$135.00
Design Technician 2	$135.00
Design Technician 1	$95.00
Project Assistant	$75.00
Commissioning Agent 2	$140.00
Commissioning Agent 1	$125.00
Balance Technician 2	$100.00
Balance Technician 1	$70.00
Land Surveyor	$150.00
Party Chief	$100.00
Survey Technician	$80.00
Inspector	$105.00
Senior Engineering Technician	$90.00
Engineering Technician	$70.00
Driller	$95.00

*Premium time for all non-salaried personnel or as noted in the contract 1.5 multiplier

REIMBURSABLES:

Infrared Camera	$50.00/Hour
Structural Testing Equipment	$50.00/Hour
Outside Consultants	Cost plus 10%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Vehicle Mileage	$0.58/Mile
Truck Mileage	$0.65/Mile
ATV	$20.00/Hour
GPS	$50.00/Hour
3D Laser Scanner	$150.00/Hour
Robotic Total Station	$50.00/Hour
UAS	$150.00/Hour
Drill Rig Use	$75.00/Hour
Car Rental and Fuel	Cost plus 10%
Per Diem, Meals	Cost plus 10%
Per Diem, Lodging	Cost plus 10%
Deliveries and Overnight Mail…	Cost plus 10%
Travel, Hotel, Meals, and Subsistence	Cost plus 10%
Filing Fees	Cost plus 10%
Concrete Testing Equipment	$10.00/Each
Nuclear Gauge Equipment	$20.00/Each
Compression Tests of Cylinders	$12.00/Each
Ultra Sonic Testing Equipment	$50.00/Each
Semi-Trailer Mileage	$3.00/Mile

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **SPANGENBERG PHILLIPS TICE LLC, DBA SPANGENBERG PHILLIPS TICE ARCHITECTURE,** whose principal office is at 312 S. Broadway, Wichita, Kansas 67202, Telephone Number (316) 267-4002, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each accident
Property Damage Liability	$1,000,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

SPANGENBERG PHILLIPS TICE ARCHITECTURE

Signature

Brad Teeter

Print Signature Name

Partner

Title (*President or Corporate Officer*)

EXHIBIT A
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.*), the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*), the Discrimination Against Military Personnel Act, K.S.A. 44-1125, and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA); (b) to not engage in discrimination in employment against its contractors, subcontractors, or employees on the basis of their age, color, disability, familial status, gender identity, genetic information, national origin or ancestry, race, religion, sex, sexual orientation, veteran status or any other factor protected by law ("protected class"), subject to the qualifications found at 2.06.060 of the Municipal Code of the City of Wichita; (c) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (d) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (e) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor.

    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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.

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

17. **Third Party Exclusion.** This Agreement is intended solely for the benefit of City and Contractor and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. No third party may sue for damages based on the terms or performance of this Agreement.

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

(Rev. 1/3/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

EXHIBIT C

4) **Hourly Fee Schedules**

SPANGENBERG PHILLIPS TICE ARCHITECTURE

Brad Teeter	**Partner/Architect**	**$ 165**
Drew Meek	**Architect**	**$ 120**
Rebecca Gates	**Partner/Interior Designer**	**$ 160**
Dustin Marsh	**Landscape Architect**	**$ 160**
Clerical		**$ 85**

Markup for reimbursable expenses including reproduction costs for architectural and any engineering and/or consulting fees will be billed at cost plus 10% in addition to the above architectural hourly fee.

Hourly Fee Schedules

PROFESSIONAL ENGINEERING CONSULTANTS

Matthew Billingslea	**Senior Associate/Civil**	**$ 165**
Clay Cline	**Partner/Structural**	**$ 165**
Steve Hoang Vo	**Senior Associate/Electrical**	**$ 165**
Brandon Claassen	**Principal/Mechanical**	**$ 165**
Charles Brooksher	**Surveyor**	**$ 150**

Spangenberg Phillips Tice Architecture agrees to enter a contract with the City of Wichita to be held constant throughout the one-year contract and throughout up to two optional one-year contract extensions.

An hourly fee schedule for architectural and each engineering discipline to be held constant throughout the one-year contract and throughout up to two optional one-year contract extensions.

5) **Non-Discrimination and Equal Employment Opportunity Statement**

Spangenberg Phillips Tice Architecture agrees to comply with requirements set forth in the Non-Discrimination and Equal Employment Opportunity Statement and/or any other Federal or State financial requirements.

6) **Insurance Requirement Statement**

Spangenberg Phillips Tice Architecture agrees to meet Insurance requirements as set forth by the State of Kansas and the City of Wichita.

CONTRACT
for
ON CALL ARCHITECTURAL/ENGINEERING & RELATED SERVICES

THIS CONTRACT entered into this 21st day of June 2022, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **UTILITY HELPNET INC.,** whose principal office is at 4118 W. 17th Street N., Wichita, Kansas 67212, Telephone Number (316) 946-1144, hereinafter called **"VENDOR"**.

WHEREAS, the **CITY** has solicited a proposal for **On Call Architectural/Engineering & Related Services** (Formal Proposal – FP210270) [Commodity Code Number 91844]; and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services. VENDOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP210270 [Commodity Code Number 91844], which are incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal Number – FP210270, shall be considered a part of this contract and is incorporated by reference herein. The order of precedence, in case of disagreement in terms, shall give first priority to the express terms of this contract, followed by the Contractor's proposal, and then the City's proposal package.

2. **Compensation. CITY** agrees to pay **VENDOR** for **On Call Architectural/Engineering & Related Services** for Formal Proposal – FP210270 [Commodity Code Number 91844] for the Various Departments, Boards & Agencies as **per Exhibit C** as compensation per **VENDOR'S** proposal of October 8, 2021 and as approved by the City Council on June 21, 2022.

Hourly Rates: The hourly rates shall not exceed the rates indicated in attached Exhibit C, submitted by VENDOR in Formal Proposal FP210270 as Hourly Fee Schedules. Project fees shall not exceed $50,000 for each project with a total not to exceed $250,000.00 per year.

An estimate of proposed hours and rates required for performance of the work will be submitted to and negotiated with City of Wichita staff. A work order with written approval of City of Wichita staff shall be issued in order for the VENDOR to proceed.

Reimbursable expenses markup as per proposal

3. **Term.** The term of this contract shall be from **June 21, 2022 through May 31, 2023,** with options to renew the contract under the same terms and conditions for four (4) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **VENDOR.**

4. Indemnification and Insurance.

a. **VENDOR** shall save and hold the **CITY** harmless against all suits, claims, damages and losses for injuries to persons, property or other liability loss arising from or caused by errors, omissions or negligent acts of **VENDOR**, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. **CONTRACTOR** will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Commercial General Liability covering premises—operations, xcu (explosion, collapse and underground) hazards, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Property Damage Liability	$1,000,000 each occurrence $2,000,000 each aggregate
Or	
Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each occurrence $2,000,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	$1,000,000 each accident
Property Damage Liability	$1,000,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	$1,000,000 each accident

3. Workers' Compensation to meet Statutory requirements.

4. Employers Liability	$1,000,000 Each Accident $1,000,000 Occupational Disease $2,000,000 Aggregate
5. Professional Liability	$1,000,000 per claim

The Insurance Certificate must contain the following:

The City of Wichita shall be added as primary and non-contributory additional insured. The policy shall also provide coverage for contractor's/vendor's contractual obligations created in the Agreement. Coverage shall be the greater of the requirements stated here or the contractor's existing policy.

5. Incorporation. Exhibits A, B and C, attached, are incorporated into this Contract as essential terms.

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

ATTEST:

Jamie Buster
Deputy City Clerk

THE CITY OF WICHITA

Brandon J. Whipple
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

UTILITY HELPNET, INC

Signature

Cris Naegele
Print Signature Name

Secretary/COO
Title (*President or Corporate Officer*)

EXHIBIT A
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.

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    Contractor's failure to comply with the reporting requirements of (d) above, or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission or City of Wichita Hearing Officer, 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 incurring contractual damages or penalty; and (g) 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 incurring contractual damages or penalty.

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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.

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

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

Rev. 1/3/2022)

EXHIBIT B
CITY OF WICHITA MANDATORY INDEPENDENT CONTRACTOR ADDENDUM

1. This Agreement shall satisfy all tax and other governmentally imposed responsibilities including, but not limited to payment of: state, federal, and social security taxes; unemployment taxes; workers' compensation and self-employment taxes. No federal, state, or local taxes of any kind shall be withheld or paid by City.

2. The parties agree that as an independent contractor, Contractor is not entitled to any benefits from City, including but not limited to: (a) unemployment insurance benefits; (b) workers' compensation coverage; or (c) health insurance coverage. Contactor may only receive such coverages if provided by Contractor or an entity other than City. Subject to the foregoing, Contractor hereby waives and discharges any claim, demand, or action against City's workers' compensation insurance and/or health insurance and further agrees to indemnify City for any such claims related to Contractor's operations or the performance of services by Contractor hereunder

3. The parties hereby acknowledge and agree that City will not: (a) require Contractor to work exclusively for City; (b) establish means or methods of work for Contractor, except that City may provide plans and specifications regarding the work but will not oversee the actual work. City may establish performance standards for the contracted outcomes. (c) pay to Contractor a salary or hourly rate, but rather will pay to Contractor a fixed or contract rate; (d) provide training for Contractor on performance of the services to be done; City may provide informational briefing on known conditions. (e) provide tools or benefits to Contractor (materials and equipment may be supplied if negotiated); (f) dictate the time of Contractor's performance; and (g) pay Contractor personally; instead, City will make all checks payable to the trade or business name under which Contractor does business.

4. Contractor does not have the authority to act for City, to bind City in any respect whatsoever, or to incur debts or liabilities in the name of or on behalf of City.

5. Unless given express written consent by City, Contractor agrees not to bring any other party (including but not limited to employees, agents, subcontractors, sub-subcontractors, and vendors) onto the project site.

6. If Contractor is given written permission to have other parties on the site, and Contractor engages any other party which may be deemed to be an employee of Contractor, Contractor will be required to provide the appropriate workers' compensation insurance coverage as required by this Agreement.

7. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder. Contractor agrees to retain control over any allowed parties employed or contracted by Contractor for performing the services hereunder and take full and complete responsibility for any liability created by or from any actions or individuals brought to the project by Contractor.

8. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for City.

9. All services are to be performed solely at the risk of Contractor and Contractor shall take all precautions necessary for the safety of its and the City's employees, agents, subcontractors, sub-subcontractors, vendors, along with members of the general public it encounters while performing the work.

10. Contractor will not combine its business operations in any way with City's business operations and each party shall maintain their operations as separate and distinct.

The Operating Support you need...
When you need it.

HOURLY RATES & TERMS

Straight Time	*8:00 AM to 5:00 PM Monday through Friday*
Overtime	*All hours other than above, including Saturday*
Holidays & Sunday	*New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Memorial Day, Christmas Eve, Christmas Day.*

	Senior. Engineer	Engineer	Senior Technician	Technician	Clerical/ Helper	Travel
Straight Time	$150.00	$110.00	$80.00	$60.00	$40.00	$50.00
Overtime	$225.00	$165.00	$120.00	$90.00	$60.00	$50.00
Holidays & Sunday	$300.00	$220.00	$160.00	$120.00	$80.00	$50.00

1. Unless otherwise agreed within the terms of a contractual agreement signed by authorized employees of Utility HelpNet, Inc., the rates and terms described herein will apply.

2. Billing increments may be in 1/2 hour or 1 hour segments. Billing will be closed bi-weekly.

3. A normal workday is considered to be the 8-hour period between 8:00 AM and 5:00 PM, Monday through Friday, with one (1) hour for lunch. All other hours, including all day Saturday, are considered overtime.

4. A minimum of one (1) hour will be charged, at the appropriate rate, for work performed during normal business hours. A minimum of two (2) hours will be charged, at the appropriate rate, for work performed after normal business hours. Minimum hourly charges will apply to work performed over the phone or remotely.

5. Out-of-Town Field Service – A minimum of eight (8) hours per day will apply at the appropriate hourly rate whenever work is done outside of a 50 mile radius of Wichita, KS.

6. Travel time will be charged at the appropriate hourly rate, from the time the employee leaves our facility and arrives at the job site; and from the time the employee leaves the job site and returns to our facility.

7. A stand-by charge, at the appropriate hourly rate, will apply if our personnel are required to stand-by either on-site or at an off-site location or at our facility. This includes holidays, weekends or any other time during or outside of the standard workday.

8. Actual costs plus 10% will be billed for all lodging and travel expenses (i.e., air fare, car rental, hotel, meals, etc.). Copies of receipts will be furnished upon request. Mileage will be charged at the current IRS mileage rate per mile driven.

9. Actual costs plus 10% will be billed for all required subcontractors. Copies of receipts will be furnished upon request.

10. Actual costs plus 15% will be billed for all materials billed on Time and Material jobs unless otherwise specified. Copies of receipts will be furnished upon request.

11. A per diem charge of up to $150.00 per day may apply to projects outside of a 50 mile radius of Wichita, KS.

12. To protect our personnel from undue hazards, we do not expect them to work excessive hours or in any circumstances deemed hazardous or unsafe in their sole opinion.

13. Progressive billing may apply to lengthy jobs/installations.

14. Utility HelpNet, Inc. may require a Contract for all services. Refer to Contract documents for other terms and conditions. Our standard payment terms are Net 30 days with approved credit.

IMPORTANT: Prices and terms listed are estimates listed for informational purposes only and are Subject to Change Without Notice.
Contact Utility HelpNet, Inc. at (316) 946-1144 for more information and current pricing.
Rev.1/1/2022

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Reimbursement Agreement for Andover Road Widening Water Service Relocations (District II)

INITIATED BY: Public Works & Utilities Department

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City of Andover has a road widening project on Andover Road adjacent to Andover High School, Andover Middle School, and Cottonwood Elementary School. The project limits are roughly 21st Street North to one-half mile south.

Analysis: The City of Wichita owns the water services lines located within the City of Andover. Water services need to be relocated for the road widening project.

Financial Considerations: The design fee for the improvements is $6,378. The estimated construction cost is $71,303 and the estimated inspection cost is $9,994 for a total estimated cost of $87,675. Funding is available within the Water Mains for Future Development fund which was approved by the City Council on November 16, 2021. It will be funded from future revenue bonds or Water Utility cash reserves.

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

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

Attachment: Agreement.

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2022, by and between the City of Wichita, Kansas ("Wichita"), and City of Andover, Kansas ("Andover").

RECITALS

WHEREAS, Wichita and Andover are Kansas municipalities authorized to enter into agreements to perform lawful activities and services for one another pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, Andover desires to improve, reconstruct, and widen North Andover Road known as Project No. 8 N-0714-01 and 2022-003351 PPW (the "Project"); and

WHEREAS, water service lines and meters, which are owned by Wichita and situated in the North Andover Road right-of-way, must be relocated as one component part of the Project; and

WHEREAS, Andover is willing to administer the Project, to acquire the necessary right-of-way on land located within Butler County, and to bid and contract for the construction of the Project.

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

1. **Purpose**. The purpose of this Agreement is to provide for the construction and financing of the water service line and meter relocation component of the larger Project. The entire Project will consist of the reconstruction and widening of North Andover Road.

2. **Manner of Completion and Financing**. The Project shall be completed and financed in the following manner:

a. Andover agrees to acquire the right-of-way necessary for the water service line and meter relocation component of the Project at Andover's cost.

b. Wichita acknowledges and agrees that the primary use of the public road right-of-way is for road, bridge, and drainage purposes. Any portion of the water service lines and meters located within public road right-of-way are subject to relocation for future improvements and/or maintenance of roads, bridges, and drainage ways.

c. Wichita agrees to pay the design and construction costs associated with relocation of water service lines and meters 2022-003351 PPW assuming all

standard specifications are followed. Wichita agrees to pay the accepted bid price and all mutually approved change orders for the relocation of the water service lines and meters. One hundred percent (100%) of the bid price for the water service line and meter relocation work shall be paid according to Wichita's regular accounting practices following letting and award of contract for projects. Remittance instructions shall be made by Andover at the time of contract award. Upon completion of the water service line and meter relocation work, a final determination of water service line and meter relocation design and construction costs will be tabulated. If the actual cost is greater than the amount(s) paid by Wichita, Wichita will pay the difference upon request by Andover. If the actual cost is less than the amount(s) paid by Wichita, the difference will be remitted by Andover to Wichita. Andover warrants that it will require performance and payment bonds to the extent required by law, and commercial general liability insurance in the amount of $1,000,000 in the aggregate to include Wichita as an additional insured, as appropriate.

d. Wichita retains the right to reject all bids for water line relocation design and construction, should all responsible and responsive bids exceed the engineer's estimate for water line relocation. Andover shall otherwise have final authority in regard to the contracting and administration of the Project. Wichita shall not be responsible for any costs related to Project contracting and administration except as provided in Section 2.c. above. Andover shall initially be responsible for all inspection services. Inspection costs related to the Line 3 component of the Project shall be reimbursed by Wichita.

e. The duration of this Agreement is until the completion of the improvements on the Project.

3. **Entire Agreement**. The parties hereto declare and represent to each other that no promises, inducements, or agreements not herein expressed have been made by the parties, and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not mere recitals.

4. **Governing Law**. This Agreement shall be subject to and governed by the laws of the State of Kansas.

5. **Amendments/Modifications Only in Writing**. This Agreement may be amended, modified, suspended, or cancelled only by written instrument executed by the parties.

6. **Understanding of the Agreement**. Each of the parties has fully read this Agreement and received the assistance of independent legal counsel and understands each and every term of this Agreement.

7. **No Assignment**. The services to be provided by Andover under this Agreement cannot be assigned, sublet, or transferred without specific written consent of Wichita.

8. **Non-Discrimination**. Andover shall cause all contractors engaged pursuant to this Agreement to comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment / Affirmative Action Program Requirements Statement for Contracts or Agreements which are attached and incorporated herein by reference.

9. **Third Party Rights**. It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof third-party beneficiary status 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.

10. **Cash Basis and Budget Laws**. The right of the parties to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113) and the Budget Law (K.S.A. 79-2935) of the State of Kansas. This Agreement shall be construed and interpreted in such a manner as to ensure the parties shall at all times remain in compliance with such laws.

11. **No Arbitration**. Neither Andover, nor any party with which it contracts to perform work on the Project, shall be obligated to resolve any claim or dispute related to the contract by arbitration.

12. **Severability**. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

13. **Waiver**. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

14. **Counterparts**. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

15. **Force Majeure**. No party shall be liable for failure or delay in performing any term of this Agreement as a result from acts beyond the party's reasonable control, including, without limitation, the following force majeure events: (a) acts of God; (b) flood, fire, earthquake, epidemics, pandemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government

order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; or (h) shortage of adequate power or transportation facilities.

The remainder of the page is intentionally left blank.

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

CITY OF WICHITA, KANSAS

_____
Brandon Whipple, Mayor

[seal]

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

CITY OF ANDOVER, KANSAS

_____
Ronnie Price, Mayor

[seal]

ATTEST:

_____
Susan C. Renner, City Clerk

NOTICE…NOTICE…NOTICE

NON-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION PROGRAM REQUIREMENTS

1. It is the policy of the City of Wichita to require that all contracts of the City and its agencies include provisions to ensure that applicants for employment with its contractors, subcontractors, vendors, and suppliers are selected and employees are treated during employment, without regard to race, color, sex, religion, national origin, ancestry, disability, or age except where age is a bona fide occupational qualification.

2. The Kansas Act Against Discrimination (Kansas Statutes Annotated 44-1001 et. seq., as amended) requires every person who enters into a contract with the City of Wichita for construction, alteration, or repair of any public building or public work or for the acquisition of materials, equipment, supplies, or services to:

   a. Observe the provisions of the Kansas Act Against Discrimination and not to discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, or age unrelated to such person's ability to engage in the particular work.

   b. In all solicitations or 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.

   c. Upon request, inform the Kansas Human Rights Commission and/or the City of Wichita Finance Department in writing the manner in which such person will recruit and screen personnel to be used in performing the contract.

   d. Contractor shall include the provisions of Paragraphs (a), (b), (c), and (d) of this Paragraph 2, in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

   e. EXEMPTED from these requirements are:

      i. Any contractor who has already complied with the provisions set forth in these sections by reason of holding a contract with the federal government or a contract involving federal funds. (Proof of compliance is required).

      ii. Contracts entered into by any contractor who employs fewer than four (4) employees during the term of such contract.

      iii. Contractors who hold contracts with the City of Wichita with cumulative total value of five thousand dollars ($5,000.00) or less during the City fiscal year.

   f. Reports requested by the Kansas Human Rights Commission shall be made on forms prepared by the Commission, copies of which are available from the Kansas Human Rights Commission, Contract Auditor, 900 S.W. Jackson Street, Suite 851 S., Topeka, Kansas 66612.

3. During the performance of any City contract or agreement, the contractor, subcontractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1964, as amended; The Equal Employment Act of 1972, Executive Orders 11246, 11375, 11141; Part 60 Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973; The Americans with Disabilities Act and/or any law, regulation, or amendments as may be promulgated hereunder.

4. Failure of any contractor, subcontractor, vendor, or supplier to report to the Kansas Human Rights Commission as required by K.S.A. 1976 Supp. 44-1031 as amended or State statutes, Federal statutes or regulations pertaining to discrimination, which finding or decision or order has become final, shall e a breach or contract and any such contract may be canceled, terminated, or suspended in whole or in part by the City or its contracting agency.

5. Compliance with the Equal Employment Opportunity requirements of the City of Wichita des not relieve the contractor, subcontractor, vendor, or supplier of the necessity of also complying with the Kansas Act Against Discrimination.

Exemptions Claimed: Four (4) Employees or less; Federal Contract, Contract less than $5,000.00

NOTE: 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.**

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Sedgwick County Paratransit Service Agreement

INITIATED BY: Transportation

AGENDA: Consent

Recommendation: Approve the service agreement and authorize necessary signatures.

Background: Sedgwick County Developmental Disability Organization (SCDDO) has developed an opportunity for clients with limited or no income to receive transportation services. These individuals need transportation access for employment, day programs and other services to enhance their quality of life. SCDDO will contract paratransit rides for these clients from Wichita Transit.

Analysis: To meet the transportation needs of its clients, SCDDO is contracting with Wichita Transit for paratransit trips. Based on SCDDO funding committee determination and an approved Wichita Transit application for services, clients will be approved for up $1,500 worth of paratransit trips billed monthly to the agency. SCDDO will provide a funding plan for each approved client. Once funds have been depleted, the client will be responsible for the cost of their paratransit trips.

This agreement will remain in effect until June 30, 2023, with the option for extension based on the funding availability of the agency.

Financial Considerations: SCDDO has allocated up to $25,000 to contract paratransit services with Wichita Transit through June 30, 2023. Paratransit rides will be provided at the rate of $3.50 for a one-way trip or $7 for round-trip travel to be billed monthly.

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

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

Attachment:
- Paratransit Service Agreement

PARATRANSIT SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS
and
CITY OF WICHITA, KANSAS

This Agreement made and entered into this ____ day of _____, 2022, by and between Sedgwick County, Kansas ("County") and City of Wichita, Kansas ("Contractor" or "City").

WITNESSETH:

WHEREAS, County, by and through its Sedgwick County Developmental Disability Organization ("SCDDO"), wishes to contract with Contractor to provide transportation services to assist individuals in need of transportation services who are referred to Contractor by SCDDO staff; and

WHEREAS, Contractor warrants that it is capable of providing such services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the following mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

1. Purpose and Scope of Work. Contractor shall provide paratransit services through Contractor's regular public transportation (bus) services provided to the community at-large. For individuals identified by County, Contractor will provide paratransit rides to such designated individuals at the per individual rate of $3.50 for one-way travel within a single day and $7.00 for round trip travel within a single day. County is responsible for providing information to Contractor regarding which individuals and which specific rides for such individuals are covered within a County funding plan document that will be completed in conjunction with this Agreement. Once an individual is eligible for trips within this Agreement, the individual and/or their guardian will then schedule paratransit rides through Contractor / Wichita Transit. Contractor / Wichita Transit will then submit monthly invoices to County for the approved rides, at the rates indicated within this Section and identifying the individuals to whom rides have been provided by Contractor / Wichita Transit. The invoices shall be sent by Contractor to the attention of the SCDDO Director or such other County staff member as may be designated by the SCDDO Director. Within 30 days of County's receipt of such invoices, County shall pay Contractor the amount due.

2. Term. This Agreement becomes effective July 1, 2022 and is scheduled to last through June 30, 2023. In the event that the term has lapsed and the parties are negotiating a potential extension of this Agreement or entering into a similar new agreement, the parties may continue to perform under the terms and conditions of this Agreement until such new agreement is effective.

3. Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the goods and services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of

County. As an independent contractor, Contractor, or employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, or employees of Contractor, 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 Contractor.

4. Authority to Contract. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor'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 Contractor to act in connection with the application and to provide such additional information as may be required.

5. Compensation. Under no circumstances shall compensation for services provided under this Agreement exceed $25,000.00 within the term identified within Section 2 of this Agreement. Contractor is under no obligation to provide any services identified within Section 1 of this Agreement after the $25,000.00 compensation cap has been exhausted. Contractor cannot be requested to provide uncompensated services.

6. 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:

Sedgwick County Developmental Disability Organization
Attn: SCDDO Director
615 N. Main
Wichita, Kansas 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790

Contractor:

City of Wichita
Attn: Transit Director
777 E Waterman
Wichita, Kansas 67202

and

City of Wichita Law Department
Attn: Contract Notification
455 N Main, 13th Floor
Wichita, KS 67202

7. Termination. Either party may terminate this Agreement with not less than sixty (60) days written notice to the other party at the addresses included in Section 6 of this Agreement.

8. Entire Agreement. This Agreement contains 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.

9. 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.

10. 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.

11. 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.

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, to the extent required by law, 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 in relation to Contractor's performance of this Agreement, 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 in relation to the Contractor's performance of this Agreement, 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.

14. 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.

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

SEDGWICK COUNTY, KANSAS

_____
Thomas J. Stolz
County Manager

APPROVED AS TO FORM ONLY:

_____
Justin M. Waggoner
Assistant County Counselor

ATTESTED TO:

_____
Kelly B. Arnold
County Clerk

CITY OF WICHITA, KANSAS

_____
Brandon Whipple
Mayor

APPROVED AS TO FORM ONLY:

_____
Jennifer L. Magaña
City Attorney and Director of Law

ATTESTED TO:

_____
Karen Sublett
City Clerk

Agenda Report No. II-5

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: 2022 Drug Enforcement Agency High Intensity Drug Trafficking Area Task Force

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the 2022 grant award.

Background: The Wichita Police Department (WPD) has participated in the Drug Enforcement Agency High Intensity Drug Trafficking Area (DEA HIDTA) Task Force since 2002. The mission is to combat the manufacture and importation of methamphetamine and disrupt poly-drug trafficking organizations, thereby reducing illegal drug availability and impact in Wichita. The Kansas Bureau of Investigation (KBI) is the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA Task Force.

Analysis: The WPD has two years, January 1, 2022 to December 31, 2023, to spend the 2022 retroactive grant award. This award must be used before concurrent ones can be utilized. KBI will reimburse the City of Wichita for overtime and related expenses for personnel assigned to the task force. Currently, the WPD has two detectives designated to the HIDTA Task Force.

Financial Considerations: The KBI will reimburse WPD up to $94,170 for overtime and related expenses incurred by personnel assigned to the task force. There is no local match requirement.

Legal Considerations: The 2022 HIDTA award is outlined in the attached Memorandum of Understanding, approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the 2022 HIDTA grant award, and Memorandum of Understanding, and authorize the necessary signatures.

Attachment: Memorandum of Understanding.

Kansas Bureau of Investigation

Kirk D. Thompson
Director

Derek Schmidt
Attorney General

June 6, 2022

Mayor Dr. Brandon Whipple
City of Wichita
455 N. Main
Wichita, KS 67202

Dear Mayor Whipple:

Attached for your review and signatures are documents relating to the Wichita Police Department's 2022 operating budget for the Midwest HIDTA Wichita DEA Task Force Initiative.

Please review the documents carefully, as signatures are required on several separate documents. Return to our office a copy of the original signature pages. After all other signatures are acquired a copy of the signature pages only will be returned for your files.

If your agency has any prior year HIDTA funds available, those funds must be exhausted before the 2022 funds can be used.

Please forward a copy of this MOU to your fiscal office.

Thank you for your continuing support of the Midwest HIDTA.

Award #: G22MW0003A
Initiative: Wichita DEA Task Force
Award Maximum: $94,170.00
Award Period: January 1, 2022 - December 31, 2023

Sincerely,

Teresa Goza
HIDTA Accountant IV
Kansas Bureau of Investigation

1620 S.W. Tyler / Topeka, Kansas 66612-1837 / (785) 296-8200 FAX (785) 296-0951

MIDWEST HIGH INTENSITY DRUG TRAFFICKING AREA (Midwest HIDTA)
MEMORANDUM OF UNDERSTANDING
WICHITA DEA TASK FORCE

G22MW0003A
01-01-2022 / 12-31-2023
CFDA number 95.001

The Office of National Drug Control Policy (ONDCP) has awarded High Intensity Drug Trafficking Area (HIDTA) funding to federal, state and local law enforcement agencies in the region comprised of the states of Kansas, Missouri, Nebraska, Iowa, South Dakota and North Dakota for the purpose of combating the manufacture and importation of methamphetamine and the disruption of poly-drug trafficking organizations. The Kansas Bureau of Investigation (KBI) has been designated as the fiscal agent for award proceeds to be distributed to state and local agencies participating in the Midwest HIDTA program within Kansas and in selected regional initiatives. These funds shall be used for purposes designated in the WICHITA DEA TASK FORCE INITIATIVE (Appendix A) and associated budget (Appendix B), as approved by ONDCP.

Scope of Service

The services carried out under this Memorandum of Understanding shall be consistent with those contained in the initiative proposal and budget as approved for funding by ONDCP. Changes shall not be made in the subject or the proposed objectives of the initiative without prior written approval from The Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and the Midwest HIDTA Executive Committee.

The signatories agree to provide written notice to the KBI and to the Midwest HIDTA Kansas State Coordinator, at least (30) days in advance of any planned withdrawal from this agreement. In the event of withdrawal from this initiative by any party, all property and equipment acquired with HIDTA funds by the withdrawing party shall be re-distributed as per Midwest HIDTA policy and procedure. Upon the date specified in the written notice of withdrawal, this agreement shall become void with respect to the agency giving notice but shall remain in effect for all other participants. The KBI shall process all allowable reimbursement requests for the withdrawing agency through the date of the withdrawal.

Reprogramming of Funds

Reprogramming of funds within a HIDTA award requires different levels of approval based upon the amount to be reprogrammed and whether the reprogramming is inter-agency or inter-initiative. In all cases the recipient agency is responsible for forwarding a request for authorization for reprogramming to the KBI to be forwarded to the Midwest HIDTA State Coordinator for Kansas, the Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee. The recipient agency is also responsible for maintaining detailed records of any reprogramming activities.

Reporting Requirement

All participants may be required to prepare a final report of initiative expenditures, which shall be submitted to the KBI within 30 days of the close of the program fiscal year. The financial report will be of a form approved by the KBI and shall contain a listing of expenditures/costs by cost category from the approved initiative budget (Appendix B). The report shall also contain a comparison of actual costs/expenditures against budget estimates. Failure to submit reports on a timely basis may result in the interruption or termination of the initiative funding for your agency. Detailed information on the financial reporting requirements is found in

the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating Procedures document (SOP).

Program Standards

Each agency agrees to abide by the standards and rules defined in the HIDTA Program Policy and Budget Guidance (PPBG) publication and the Midwest HIDTA Policies and Standard Operating procedures document as well as all formal written program guidance regarding financial management standards, reporting, records retention, equipment, vehicles, and procurement and supplanting requirements for any agency accepting HIDTA funds. You can download the full version from National HIDTA Assistance Center (NHAC) at nhac.org.

Assurances

Each agency agrees to abide by the terms and conditions set out in Application for Federal Assistance SF 424, Assurances - Non-Construction Programs (Appendix D) and Assurances – Construction Programs (Appendix E). Each agency will also submit the signed OMB forms, Certification Regarding Lobbying (Appendix F) and Disclosure of Lobbying Activities (Appendix G) and will abide by all applicable special conditions included as a part of the award agreement (Appendix I).

Invoicing

Each agency receiving reimbursements will invoice on the fifteenth of every month for expenditures incurred during the prior month. Reimbursement form shall be a form approved by the KBI (Appendix H) and shall contain a listing of expenditures by category. Each agency shall retain the original supporting documentation and provide a copy to the KBI with the monthly report. Each agency agrees that the NHAC and Midwest HIDTA Executive Director and Midwest HIDTA Executive Committee have the right to terminate suspend or delay any payment to sub-recipient if the reimbursements clearly fails to meet HIDTA PPBG. In the event that such an act is necessary the agency will be notified within three days of the decision.

Inventory

Equipment purchased with HIDTA funds shall be identified by cost, type and serial number and reported to the Kansas State Coordinator on the Midwest HIDTA Inventory Form (Appendix C). The Kansas State Coordinator shall maintain an inventory of all equipment purchased and provide the same to HIDTA. A copy of all inventory transactions shall be provided to the KBI. Any change to the inventory of HIDTA purchased equipment shall be reported promptly and in writing to the KBI.

Audit Readiness and Compliance

Each agency agrees to maintain appropriate and detailed records of its receipt and use of the funds, in accordance with the generally accepted accounting principles applying to government agencies. Each agency understands that it may be subject to an audit. Each agency also understands that there will be a site audit every two years for awardees that receive $25,000 or more, and every three years for awardees that receive $25,000 or less.

As the fiduciary, the KBI is required to provide certain information in an audit. The Single Audit Certification (Appendix K) provides part of the information needed. The Risk Assessment Tool (Appendix J) helps to ensure proper accountability and compliance with the program.

Operations

1. Individual agencies shall be responsible for the initial payment of costs for phones, pagers, travel and overtime associated with their agent/officer. All equipment purchases shall be made in accordance with the HIDTA program policy. Each agency agrees to compile those costs on a monthly basis and submit the same to the KBI for reimbursement as per the section of this document titled Invoicing. In the event all available travel funds for non-federal participants are expended, the DEA will assume

responsibility for all necessary travel costs associated with this initiative. Reimbursement to each agency is limited to the amount specified in the respective funding category, for that agency, as set out in the approved initiative budget and this agreement.

2. Signatories agree to provide all required statistical, financial and programmatic documentation to the Midwest HIDTA, including but not limited to non-supplanting agreements, monthly performance reports and yearly threat assessment information.

3. Signatories agree to participate in and support all Midwest HIDTA information and intelligence programs, including but not limited to, HIDTA SAFETNET, EPIC NCLSS.

4. The signatories agree that in event that any additional funds are received from HIDTA for the benefit of the initiative, those funds shall be distributed pursuant to the written award authorizing those additional funds.

5. **Wichita Police Department** shall agree to designate one commissioned officer to the Wichita DEA HIDTA Task Force pursuant to the terms and conditions of the DEA document titled State and Local HIDTA Task Force Agreement.

Acceptance

Acceptance of this MOU by participating agencies is acceptance of all standards and conditions of the HIDTA Award, included as Appendix A, B, C, D, E, F, G, H, I, J and K.

Appendix A: Task Force Initiative
Appendix B: Task Force Budget
Appendix C: Midwest HIDTA Inventory Form
Appendix D: OMB Form 4040-0007, Assurances – Non-Construction Programs
Appendix E: OMB Form 4040-0009, Assurances – Construction Programs
Appendix F: OMB Form, Certification Regarding Lobbying
Appendix G: OMB Form, Disclosure of Lobbying Activities
Appendix H: HIDTA Reimbursement Form
Appendix I: HIDTA Award Agreement
Appendix J: FAPO Risk Assessment Tool
Appendix K: HIDTA Single Audit Certification

Fiscal Contact KBI:
Teresa Goza
Kansas Bureau of Investigation
15700 College Blvd., Suite 100
Lenexa, KS 66219-1473
913-942-3020
teresa.goza@kbi.ks.gov

Project Manager KBI:
Kelly Ralston, Assistant Director
Kansas Bureau of Investigation
625 Washington
Great Bend, KS 67530-5442
kelly.ralston@kbi.ks.gov

State Coordinator: Steve Riley
Midwest HIDTA
10220 NW Ambassador Dr., Suite 700
Kansas City, MO 64153
816-891-5217
sriley@midwest-hidta.org

Participating Agency: Dr. Brandon Whipple, Mayor
City of Wichita
455 N. Main
Wichita, KS 67202-1600
316-268-4331

Project Manager WPD: Gordon Ramsay, Chief
City of Wichita Police Department
455 N. Main
Wichita, KS 67202-1600
316-268-4158

Fiscal Contact HPD: Shauna Dickman, Associate Accountant
City of Wichita Police Department
455 N. Main
Wichita, KS 67202-1600
316-268-4107

Participating Agency:
City of Wichita

_____ _____
Brandon J. Whipple, Mayor Date

Through Wichita Police Department

_____ _____
Gordon Ramsay, Chief Date

Fiscal Agent:
Kansas Bureau of Investigation

_____ _____
Kirk D. Thompson, Director Date

FY 2022 ENFORCEMENT INITIATIVE DESCRIPTION BUDGET PROPOSAL (INVESTIGATIVE)

HIDTA: **Midwest HIDTA**

INITIATIVE TITLE: Wichita DEA Task Force

LEAD AGENCY(S): Drug Enforcement Administration

CO-LOCATION SITE: Wichita, KS

1. DESCRIPTION

Initiative Purpose

The Wichita DEA Task Force is a DEA led initiative that was created and funded in 2002. The Initiative is a cooperative partnership between federal and state and local law enforcement agencies in the Wichita metropolitan area. The Initiative is comprised of a single enforcement group that shares collocated space at the DEA's Wichita Resident Office. The task force focuses on significant Mexican methamphetamine and poly-drug trafficking organizations (DTOs) operating in its area of responsibility (primarily Sedgwick County). All enforcement and investigative operations are coordinated through the deconfliction services provided by the Midwest HIDTA ISC, which assist in enhancing officer safety and increase efficiency by reducing duplication of effort.

Threat Focus

International, regional and local DTOs affiliated with Mexican transnational criminal organizations (TCOs) that distribute methamphetamine, as well as heroin/synthetic opioids and other drugs are the primary threat in the Initiative's area of responsibility. The task force initiates investigations of DTOs operating in its area of responsibility, which primarily consists of the greater Wichita area.

Personnel Structure and Participating Agencies

The Wichita DEA Task Force is a DEA managed full-time collocated, federal, state and local task force located in Wichita. It is led by a resident agent in charge, who oversees the overall task force and a group supervisor, who oversees the day-to-day investigative and enforcement activities. The task force consists of DEA special agents and investigators from the Wichita Police Department, Haysville Police Department, the Sedgwick County Sheriff's Office and the US Border Patrol, who are collocated and work on a full-time basis. The Initiative also receives asset forfeiture assistance from DEA employees and intelligence support from the Sedgwick County Sheriff's Office and the Kansas National Guard. Additionally, the Initiative has part-time participation from the FBI. This multi-agency approach brings investigators from the Wichita metro area together to identify, target and investigate Mexican DTOs and TCOs. Partnerships with the US Attorney's office and SAUSA in the District of Kansas (Wichita) further enhance investigations through Title IIIs and OCDETF designated cases. This multi-agency approach significantly assists in the identification, targeting and the ultimate disruption/dismantlement of these DTOs/MLOs.

Investigative Approach

The Wichita DEA Task Force utilizes a variety of investigative techniques that include traditional undercover operations where controlled substances are purchased from investigative targets, physical and electronic surveillance, the execution of search warrants, controlled deliveries and Title IIIs and OCDETF designated cases. The Initiative is also engaged in interdiction activities on area highways and at hotels/motels and transit facilities. HIDTA funding is used to enhance the Initiative's efforts and consists of salary, fringe and overtime for state and local investigators, PE/PI, investigative travel, investigative supplies and various office supplies and services.

The Wichita DEA Task Force is expected to disrupt/dismantle eight DTOs/MLOs during CY-2022, which is the same as the expectation for CY-2021.

2. INITIATIVE PARTICIPANTS

HIDTA Participating Agency Positions, Summary

	Federal		Other		
	Full Time	Part Time	Full Time	Part Time	Total
Co-Located	12	1	5	1	19
Non-Co-Located	0	0	0	0	0
Total	12	1	5	1	19

HIDTA Participating Agency Positions

Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
1	Agent	United States Border Patrol	No	Yes	Yes
1	Group Supervisor	Drug Enforcement Administration	No	Yes	Yes
1	Office Assistant	Drug Enforcement Administration	No	Yes	Yes
1	Resident Agent in Charge	Drug Enforcement Administration	No	Yes	Yes
1	Special Agent	Federal Bureau of Investigation	No	Yes	No
1	Task Force Officer	Wichita, KS Police Department	Yes	Yes	Yes
2	Asset Forfeiture Specialist	Drug Enforcement Administration	No	Yes	Yes
1	Investigative Assistant	Drug Enforcement Administration	No	Yes	Yes

HIDTA Participating Agency Positions					
Quantity	Title	Agency	HIDTA Funded	Co-Located	Fulltime
5	Special Agent	Drug Enforcement Administration	No	Yes	Yes
1	Intelligence Analyst	Kansas National Guard	No	Yes	Yes
1	Intelligence Analyst	Sedgwick County, KS Sheriffs Office	Yes	Yes	No
1	Task Force Officer	Sedgwick County, KS Sheriffs Office	No	Yes	Yes
1	Task Force Officer	Haysville, KS Police Department	Yes	Yes	Yes
1	Task Force Officer	Wichita, KS Police Department	No	Yes	Yes

Budget Detail

2022 - Midwest

Initiative - Wichita DEA Task Force

Award Recipient - Kansas Bureau of Investigation (G22MW0003A)

Resource Recipient - Kansas Bureau of Investigation

Input		***$265,922.00***
Personnel	**Quantity**	**Amount**
Analyst - Intelligence	1	26,000.00
Investigative - Law Enforcement Officer	2	115,718.00
Total Personnel	**3**	**$141,718.00**
Fringe	**Quantity**	**Amount**
Analyst - Intelligence	1	2,042.00
Investigative - Law Enforcement Officer	2	27,164.00
Total Fringe	**3**	**$29,206.00**
Overtime	**Quantity**	**Amount**
Investigative - Law Enforcement Officer	3	55,029.00
Total Overtime	**3**	**$55,029.00**
Services	**Quantity**	**Amount**
Vehicle lease - passenger	3	24,000.00
Total Services	**3**	**$24,000.00**
Supplies		**Amount**
Investigative/Operational		9,621.00
Office		6,348.00
Total Supplies		**$15,969.00**
Total		**$265,922.00**

Midwest HIDTA Equipment Inventory
Additions/Transfers/Disposals

Purchase Date: _____

Manufacturer's Serial Number: _____

Manufacturer/Vendor: _____

Cost: _____

Purchase Condition: _____

HIDTA #: _____

Description: _____

Purchasing Agency: _____

HIDTA Funding %: _____

Agency Asset #: _____

Title Holder: _____

Initiative: _____

Custodian Agency: _____

Physical Location: _____

City: _____

State _____

Transferred From: _____

Current Condition: _____

Surplus Date: _____

Reason for Disposal: _____

Disposal Method: _____

Notes: _____

Name: _____

View Burden Statement

OMB Number: 4040-0007
Expiration Date: 02/28/2025

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C.§§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

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15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure of Lobbying Activities,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C.1352

OMB Number: 4040-0013
Expiration Date: 02/28/2025

1. * Type of Federal Action:
- [ ] a. contract
- [x] b. grant
- [ ] c. cooperative agreement
- [ ] d. loan
- [ ] e. loan guarantee
- [ ] f. loan insurance

2. * Status of Federal Action:
- [ ] a. bid/offer/application
- [x] b. initial award
- [ ] c. post-award

3. * Report Type:
- [x] a. initial filing
- [ ] b. material change

4. Name and Address of Reporting Entity:

[ ] Prime [x] SubAwardee Tier if known:

** Name* CITY OF WICHITA

** Street 1* 455 N MAIN ST *Street 2*

** City* WICHITA *State* KS: Kansas *Zip* 67202-1600

Congressional District, if known:

5. If Reporting Entity in No.4 is Subawardee, Enter Name and Address of Prime:

** Name* KANSAS BUREAU OF INVESTIGATION

** Street 1* 1620 SW TYLER *Street 2*

** City* TOPEKA *State* KS: Kansas *Zip* 66612-1837

Congressional District, if known:

6. * Federal Department/Agency:

ONDCP

7. * Federal Program Name/Description:

HIDTA

CFDA Number, *if applicable:* 95.001

8. Federal Action Number, *if known:*

9. Award Amount, *if known:*

$

10. a. Name and Address of Lobbying Registrant:

Prefix ** First Name* N/A *Middle Name*

** Last Name* N/A *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

b. Individual Performing Services (including address if different from No. 10a)

Prefix ** First Name* N/A *Middle Name*

** Last Name* N/A *Suffix*

** Street 1* *Street 2*

** City* *State* *Zip*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when the transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

*** Signature:**

***Name:** *Prefix* Dr. ** First Name* BRANDON *Middle Name* J

** Last Name* WHIPPLE *Suffix*

Title: MAYOR **Telephone No.:** **Date:**

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL (Rev. 7-97)

Midwest HIDTA
Reimbursement Request Form

Agency	Dept. Code
Wichita Police Department 455 N. Main Wichita, KS 67202-1600	KBI use only Vendor ID 62776-54-001 Grant #2215

Invoice for the month of: _____

2022 Funding Year 01/01/2022 to 12/31/2023
Initiative: Wichita DEA Task Force G22MW0003A
CFDA # 95.001

Enter data in this column only

Category	Beginning Allocation	Cumulative Expenses through	Expenditures This Month	Remaining Balance
Salary - Weidner	$ 61,262.00			$ 61,262.00
Fringe - Weidner	$ 15,738.00			$ 15,738.00
Overtime - Kraush	$ 10,724.00			$ 10,724.00
Vehicle Lease	$ 4,550.00			$ 4,550.00
Supplies/Fuel	$ 1,896.00			$ 1,896.00
Total	$ 94,170.00	$ -	$ -	$ 94,170.00

Agency Authorization / Date	Midwest HIDTA Authorization/Date	KBI Authorization / Date
Captain, Dan East DEast@wichita.gov		
Finance Officer Please Print Shauna Dickman	Phone Number (316) 268-4107	E-mail form to Sdickman@wichita.gov (316) 858-7704

Reimbursement forms are due by the 15th of the month.

Please attach all supporting documents

Appendix H

Executive Office of the President Office of National Drug Control Policy	**Grant Agreement**	
1. Recipient Name and Address Kirk D. Thompson Director Kansas Bureau of Investigation 1620 SW Tyler Topeka, KS 66612-1837	4. Award Number (FAIN): G22MW0003A 5. Period of Performance: From 01/01/2022 to 12/31/2023	
2. Total Amount of the Federal Funds Obligated: $3,885,000.00	6. Federal Award Date: May 2, 2022	7. Action: Initial
2A. Budget Approved by the Federal Awarding Agency $3,885,000.00	8. Supplement Number	
3. CFDA Name and Number: *High Intensity Drug Trafficking Areas Program - 95.001*	9. Previous Award Amount:	
3A. Project Description *High Intensity Drug Trafficking Areas (HIDTA) Program*	10. Amount of Federal Funds Obligated by this Action: $3,885,000.00 11. Total Amount of Federal Award: $3,885,000.00	
12. This Grant is non-R&D and approved subject to such conditions or limitations as are set forth on the attached pages.		
13. Statutory Authority for Grant: *Public Law 117-103 H.R. 2471-206*		
AGENCY APPROVAL	**RECIPIENT ACCEPTANCE**	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director Office of National Drug Control Policy	15. Typed Name and Title of Authorized Official Kirk D. Thompson Director Kansas Bureau of Investigation	
16. Signature of Approving ONDCP Official Shannon J. Kelly	17. Signature of Authorized Recipient/Date 5/6/2022	
AGENCY USE ONLY		
18. Accounting Classification Code UEI: MQ3SSN5SNG84 DUNS: 150943496 EIN: 1486029925L2	19. HIDTA AWARD *OND1070DB2223XX OND6113* *OND2000000000 OC 410001*	

GRANT CONDITIONS

A. General Terms and Conditions

1. This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. § 200 (the "§ 200 Uniform Requirements"), as adopted and implemented by the Office of National Drug Control Policy (ONDCP) in 2 C.F.R. §3603. For this award, the § 200 Uniform Requirements supersede, among other things, the provisions of 28 C.F.R. §§ 66 and 70, as well as those of 2 C.F.R. §§ 215, 220, 225, and 230. For more information on the § 200 Uniform Requirements, see https://cfo.gov/cofar/. For specific, award-related questions, recipients should contact ONDCP promptly for clarification.

2. This award is subject to the following additional regulations and requirements:
   - 28 C.F.R. § 69 – "New Restrictions on Lobbying"
   - 2 C.F.R. § 25 – "Universal Identifier and System of Award Management"
   - Non-profit Certifications (when applicable)

3. Audits conducted pursuant to 2 C.F.R. § 200, Subpart F, "Audit Requirements" must be submitted no later than 9 months after the close of the grantee's audited fiscal year to the Federal Audit Clearinghouse at https://harvester.census.gov/facweb

4. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). The Federal Financial Report is required to be submitted quarterly and within 90 days after the grant is closed out.

5. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

6. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the grantee, its fiscal agent(s), employees, contractors, as well as state, local, and Federal participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

7. These general terms and conditions, as well as archives of previous versions of these general terms and conditions, are available online at www.whitehouse.gov/ondcp/.

8. Mandatory Disclosure Requirement

As a non-federal entity, you must disclose, in a timely manner, in writing to ONDCP all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Non-federal entities that have received a federal award including the terms and conditions outlined in appendix XII of this part are required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM), currently the Federal Awardee Performance and Integrity Information System. Failure to make required disclosures can result in any of the remedies described in § 200.339. (See also 2 C.F.R. §180, 31 U.S.C. § 3321, and 41 U.S.C. § 2313.)

None of the funds appropriated or otherwise made available by this grant or any other Act may be used to fund a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. This limitation shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

9. Federal Funding Accountability and Transparency (FFATA) / Digital Accountability and Transparency Act (DATA Act). Each applicant is required to (i) be registered in SAM before submitting its application; (ii) provide a valid UEI number in its application; (iii) continue to maintain an active SAM registration with current information at all times during which it has an active federal award; and (iv) provide all relevant grantee information required for ONDCP to collect for reporting related to FFATA and DATA Act requirements.

10. Subawards are authorized under this grant award. Subawards must be monitored by the award recipient as outlined in 2 C.F.R. § 200.331.

11. Recipients must comply with the Government-wide Suspension and Debarment provision set forth at 2 C.F.R. §180, dealing with all sub-awards and contracts issued under the grant.

12. Recipients are prohibited from using federal grant funds to purchase certain telecommunication and video surveillance services or equipment in alignment with § 889 of the National Defense Authorization Act of 2019, Pub. L. No. 115-232. See 2 C.F.R. § 200.216. See also, HIDTA PPBG, § 7.20, Prohibited Uses of HIDTA Funds.

13. Grantees should provide a preference, to the extent permitted by law, to maximize use of goods, products, and materials produced in the United States. See 2 C.F.R. § 200.322.

14. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds included in this Act, shall clearly state—

    (1) the percentage of the total costs of the program
    (2) the dollar amount of Federal funds for the project or program; and
    (3) the Office of National Drug Control Policy is the source of funding for the projects, programs and activities.

15. Failure to adhere to the General Terms and Conditions as well as the Program Specific Terms and Conditions may result in the termination of the grant or the initiation of administrative action. ONDCP may also terminate the award if it no longer effectuates program goals or agency priorities. See 2 C.F.R. § 200.340.

B. Recipient Integrity and Performance Matters

Reporting of Matters Related to Recipient Integrity and Performance

1. *General Reporting Requirement*

   If the total value of your currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then you as the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under § 872 of Public Law 110-417, as amended (41 U.S.C. § 2313). As required by § 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available. *See* 41 U.S.C. § 417b(e)(1).

2. *Proceedings About Which You Must Report*

   Submit the information required about each proceeding that:

   Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

   a. Contract from the federal government;
   b. Reached its final disposition during the most recent 5-year period; and
   c. Is one of the following:

   (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
   (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;
   (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or
   (4) Any other criminal, civil, or administrative proceeding if:

   (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. *Reporting Procedures*

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. *Reporting Frequency*

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent 5-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. *Definitions*

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and state level, but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the federal share of the funding under any federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

C. Program Specific Terms and Conditions

The grant condition is as follows:

1. This award is subject to the requirements in the SUPPORT for Patients and Communities Act, 21 U.S.C. §§ 1701 *et seq*. and in the ONDCP National HIDTA Program Office HIDTA *Program Policy and Budget Guidance* (September 9, 2021) (PPBG). The HIDTA PPBG is issued pursuant to authority granted the Director of ONDCP by the SUPPORT for Patients and Communities Act (21 U.S.C. § 1706) and the Uniform Administration Requirements (2 C.F.R. § 200) which provide the Director of ONDCP authority to coordinate funds and implement oversight and management function with respect to the HIDTA Program. The HIDTA PPBG can be accessed at the following website: https://www.nhac.org/hidta_guidance/Program_Policy_and_Budget_Guidance2021.pdf

D. Federal Award Performance Goals

HIDTA award recipients must adhere to the performance measures, goals and requirements set forth in the PPBG Performance Management chapter (§ 10.0) and the HIDTA Performance Management Process (PMP) database.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
X_____	MAYOR
APPLICANT ORGANIZATION	DATE SUBMITTED
CITY OF WICHITA	

FAPO RISK ASSESSMENT TOOL

Key Risk Areas and Underlying Factors		EXAMPLES			Lower	Risk Level			Higher
		Lower Risk State	Moderate Risk State	Higher Risk State	1	2	3	4	5
AREA 1: COMPLIANCE – risk of non-compliance with specific laws, regulations and other rules affecting this process and its financial reporting									
Characteristics of the applicable laws, regulations, policies & rules impacting financial reporting for this business process									
Level of Clarity		Clear & precise	Open to interpretation/generic	Unclear and imprecise					
Degree of maturity/stability		Well-established & time-tested	Recently enacted/evolving (<3 years)	Brand New or unestablished					
Complexity		Simple & straight forward	Involves judgement & some complexity	Highly complicated or judgmental					
AREA 2: HUMAN CAPTIAL – risk posed by the knowledge, skills and capacities of the people involved in this process who can effect financial assistance									
Knowledge/familiarity of staff with process		Highly knowledgeable & familiar	Average familiarity	Staff are new or unfamiliar					
Degree of management process ownership/control		Processes fully in-sourced and under management's direct control	Mixed in & out-sourced processing or some control delegated to others	Significant outsourcing or delegation of processes to others' control					
Workload Stress		Low staff turnover; no workforce constraints or other stressors	Moderate staff turnover: some workforce constraints	High staff turnover; notable workforce constraints adding stress					
AREA 3: OPERATIONS – risk posed by the characteristics of the manual/automated activities & IT applications involved in this process impacting financial assistance									
Characteristics of the manual and automated activities & technology applications comprising this business process									
Uniformity		Highly standardized	Some variations occur	Highly variable					
Complexity		Simple & straightforward	Moderately complicated	Complicated/cumbersome/ error prone					
Regularity		Routine	Periodic/infrequent	Non-routine/Rare					
Maturity or Stability		Stable, well-established, time-tested	Evolving/in transition (<3 years)	Brand new, unestablished, unstable					
Extent of handling		One/two "Touch-points"	Multiple processing steps/applications	Many people/steps/apps involved					
Dispersion		Centralized within one location/function	Moderately dispersed among multiple locations/function	Highly dispersed among many different location/functions					
AREA 4: NATURE OF TRANSACTIONS – risk posed by the qualitative and quantitative characteristics of transactions generated by the process									
Transaction volume		Extensive transactions (1000+)	Many transactions (100+)	Few transactions (10+)					
Transaction Frequency		Systematic/recur on a regular basis	Happens periodically/cyclically	Happens infrequently or rarely					
Individual transaction sizes		Small dollar (< 1/1000th of materiality)	Moderate dollar (>1/1000th of materiality & <1/100th of materiality)	Large dollar (>1/100th of materiality)					
Impact of estimates on financial reporting transactions		Little/no impact of estimates/all transaction variable are known/no estimation judgement involved	Moderate impact of estimates/most transaction variables are known/some estimation judgement involved	Significant impact of estimates/some transaction variables are derived amounts/high judgement required					
Propensity for fraud, waste or misappropriation of assets or information given safeguarding or other security issues		Assets are immoveable or have no intrinsic value/information is easily safeguarded/low risk of concealable theft or diversion	Assets are moveable and have some intrinsic value/information is capable of diversion/moderate risk of concealable theft or diversion	Assets are moveable and have a significant intrinsic valuable/information is capable of diversion/high risk of concealable theft or diversion					

FAPO RISK ASSESSMENT TOOL

AREA 5: MANAGEMENT'S RECENT EXPERIENCE – indications of possible lingering risks based upon management's experience with events during the pasts 3 years								
Prior annual financial statement or other audit results								
Controls & Compliance issues raised		No findings related to this process	Management letters comments or other similar findings provided by auditors for this process	Reportable conditions, material weaknesses, non-compliance or "high-risk" matters cited by auditors for this process				
Adjustments by auditors		None	Few adjustments/not material in the aggregate	Significant number of adjustments; aggregate value of adjustments exceed planning materiality				
Adjustments by management		Few adjustments/routine in nature/mall dollar amounts involved	Moderate adjustments/moderate dollar amounts involved	Significant number or dollar amount of adjustments required/non-routine in nature				
Results of management's recent Statement of Assurance assessments		No findings related to this process	Some findings, though insignificant in scale/impact	Reportable conditions, material weaknesses & no-compliance matters found by management for this process				
Management's day-to-day experience								
Accounting errors or irregularities (known fraud)		Few error/adjustments	adjustments	Significant errors/adjustments				
Information available to monitor performance		Readily available/useable by management on a timely basis	Somewhat available for use by management/information is of mixed quality or is untimely	Unavailable for use by management/information is hard to understand or apply on a timely basis				
Typical accounting analysis needed by management in this area		Few calculations/analysis	Moderate calculations/analysis	Extensive calculations/analysis				
Overall nature of issues, errors or adjustments		A virtually problem free area	Problems occur from time to time of varying significance	Problems persist, can be significant/demand high management intervention				
AREA 6: MANAGEMENT'S CURRENT OUTLOOK – overall perceived likelihood of material adverse financial reporting risks within the next year for this process								
Management overall prognosis of material adverse risks for this process		Remote	Reasonably Possible	More Likely than Not				

Assessment performed by:_____

Date:_____

Single Audit Certification
Sub-Recipient Audit Requirements of the A-133 Single Audit (2 C.F.R. Part 200, Subpart F)

Agreement between the City of Wichita and the Kansas Bureau of Investigation under the Midwest HIDTA CFDA #95.001 for the period of 01/01/2022 to 12/31/2023 in the amount of $94,170.00.

The Kansas Bureau of Investigation is subject to the requirements of the U.S. Office of Management and Budget (OMB) Circular A-133: Audits of Dates, Local Governments and Nonprofit Organizations. As such, OMB Circular A-133 requires the Kansas Bureau of Investigation to monitor our sub recipients of federal awards and determine whether they have met the audit requirements of the circular and weather they are in compliance with federal laws and regulations. This document must be completed and signed by the fiscal agent's organization.

Accordingly, we are requesting that you circle one of the numbers below, provide all appropriate documentation regarding your organization's compliance with the audit requirements, This is part of the sub recipient's grant agreement with the Kansas Bureau of Investigation.

Name of organization: City of Wichita

Sub recipient's SAM UEI # _____ expires_____

Federal Employer Identification Number (FEIN):_____

Signature: _____

1. We have completed our OMB Circular A-133 audit for the fiscal year ending _____

   Here is the link to our audit report. _____ If material exceptions were noted please enclose a copy of the responses and corrective actions taken.

2. We expect our OMB Circular A-133 audit for the fiscal year ending_____

   to be completed by _____. A copy of our audit report will be forwarded to the Kansas Bureau of Investigation within 30 days of receipt of the report.

3. We are not subject to Circular A-133 audit because:
   a) We are a for-profit organization.
   b) We expend less than $750,000 in federal awards annually.
   c) Other *(please explain):* _____

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: 2022 COPS Technology and Equipment Program Invitational Solicitation

INITIATED BY: Wichita Police Department

AGENDA: Consent

Recommendation: Approve the grant submission and acceptance once awarded.

Background: Recently, President Biden signed the FY 22 Appropriations bills into law. Included in this year's funding is $1,600,000 in Congressionally Directed Spending that Senator Jerry Moran was able to secure for the Wichita Police Department (WPD) for the acquisition of technology. The funding is to increase the community policing capacity and crime prevention efforts of law enforcement agencies. The objective is to provide the financing of projects which improve police effectiveness and the flow of information among law enforcement agencies, local government service providers, and the communities they serve. The WPD must apply under the COPS Technology and Equipment Program Invitational Solicitation to access the funding.

Analysis: The WPD currently has access to nearly 400 public and private cameras that have been key to solving violent crimes. Cameras serve as deterrents that prevent crimes from occurring, which increases public safety, reduces crime rates, helps catch criminals, provides key locations for gathering evidence in crime-solving, facilitates the apprehension and prosecution of criminals, and protects the innocent. This funding will increase the number of cameras deployed across Wichita. The cameras will be deployed to areas where data indicates a high level of gun violence.

The WPD's current interview room cameras are no longer supported by the vendor and continue to break down. These funds will allow us to not only replace the aging system but, more importantly, it is an opportunity to create a seamless system since our current provider is AXON for body-worn cameras. The other advantage is that our detectives are very knowledgeable about AXON. It will be highly beneficial to the detectives, prosecutors, and the community, resulting in significant savings on purchases of external drives and the potential loss or degradation of video evidence.

Lastly, we will purchase 50 additional Flock license plate readers (LPRs). Flock's LPRs are modular and solar-powered, which negates the need for a wired connection, although the option for a wired connection is available. Flock analytics allow suspicious vehicles involved in crimes to be searched by vehicle type, make, and color. A legitimate law enforcement reason must be entered into the system for auditing purposes before any search of the Flock system. Flock only allows for 30 days of data retention. After 30 days, the data is erased. The annual subscription is an 'all-in' cost which includes LPRs, routine maintenance, wireless card services, unlimited user licenses, and ongoing software enhancements. Our current inventory of 110 Flock LPRs have been instrumental in helping to solve close to 500 felony cases since 2020, including recoveries of stolen vehicles and license plates, felony and misdemeanor drug offenses, and apprehensions of domestic violence and robbery and aggravated assault suspects.

Financial Considerations: The grant award is for $1,600,000. There are no matching funds required for this award. There will be ongoing costs involved with these camera systems that will not be covered after the grant period ends. Funding will be incorporated in future budget requests.

Item	Cost covered by grant	Ongoing Costs begin for City (after purchase)	Ongoing Costs
AXON Cameras	$234,936	Year 6	$30,249.90
Traffic Cameras	$977,564	Year 2	$9,100
Flock Cameras	$387,500	Year 4	$129,167

Legal Considerations: None

Recommendations/Actions: It is recommended that City Council approve the 2022 COPS Technology and Equipment Program Invitational Solicitation and authorize the necessary signatures upon award.

Attachments: None.

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: Amendment to Funding Agreement for Substance Abuse Center of Kansas; Homeless Case Management Services Program

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the amendment to the funding agreement providing for additional CDBG-CV and ESG-CV funding and extension of the term through May 31, 2023, and authorize the necessary signatures.

Background: On July 7, 2020, the City Council approved Emergency Solutions Grant funding the City has received through the Coronavirus Aid, Relief and Economic Security Act (ESG-CARES) in the total amount of $80,188 for Substance Abuse Center of Kansas, Inc. (SACK). Funding was provided for implementation of a case management services program to assist homeless individuals and families listed on the Impact ICT "By Name List" which is administered by United Way of the Plains, Inc., in securing permanent housing. On January 12, 2021, the City Council approved amendment of the funding agreement to provide additional funding for SACK from Community Development Block Grant funding the City has received through the Coronavirus Aid, Relief and Economic Security Act (CDBG-CARES). The CDBG-CARES funding component was approved for SACK to continue providing case management services to individuals and families assisted in securing housing, so as to assist them in maintaining their housed status. The approved funding covered salaries and benefits expenses, telephone expenses, automobile mileage expenses, and office supplies, as well as housing application fees, security deposits, and expenses related to obtaining identification for the clients served. The amended funding agreement with SACK expired May 31, 2022.

ESG-CARES and CDBG-CARES funding must be used to prevent, prepare for, and respond to the coronavirus (COVID-19) public health emergency. Assisting homeless individuals and families in becoming housed serves to prevent the spread of COVID-19.

Analysis: Housing and Community Services Department staff proposes to amend the funding agreement with SACK in order to provide additional ESG-CARES and CDBG-CARES funding and to extend the term of the agreement to allow the organization to continue providing case management services for an additional one-year period. The proposed funding agreement amendment will ensure continued commitment and eventual expenditure of ESG-CARES and CDBG-CARES funding, in accordance with the City's grant agreements with the U.S. Department of Housing and Urban Development and will be dated to be effective May 31, 2022.

Financial Considerations: There is no impact to the General Fund. Additional ESG-CARES funding in the amount of $61,832 and additional CDBG-CARES funding in the amount of $34,838 will be provided under the amended agreement, for caseworker salaries and benefits expenses, telephone allowance, office supplies, automobile mileage expenses, and certain overages incurred under the original amended funding agreement.

Legal Considerations: The Law Department has reviewed and approved the amended funding

agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the funding agreement providing for additional CDBG-CV and ESG-CV funding and extension of the term through May 31, 2023, and authorize the necessary signatures.

Attachment: Amended funding agreement

Second Amendment to the
Contract Agreement between
The City of Wichita and
Substance Abuse Center of Kansas (Subrecipient)
Community Development Block Grant-CARES (CDBG-CARES) Program
Emergency Solutions Grant-CARES (ESG-CARES) Program

THIS CONTRACT AMENDMENT is executed this 21st day of June 2022 by and between the City of Wichita, Kansas (hereinafter the "City") and Substance Abuse Center of Kansas, Inc. (hereinafter the "Subrecipient" or "SACK"), and dated to be effective May 31, 2022.

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Subrecipient Agreement dated July 7, 2020, dated to be effective June 2, 2020, and executed by the Mayor of the City of Wichita August 26, 2020, to provide Community Development Block Grant-CARES (CDBG-CARES) funding in the amount of $80,188 for the Subrecipient to utilize in providing case management services to assist individuals and/or families listed on the "By Name List" administered by the United Way of the Plains, Inc. on behalf of Impact ICT, to assist said individuals and families to secure and maintain permanent housing; and

WHEREAS, on January 12, 2021, the above-named entities were parties to an amendment to the original contract agreement, entitled "First Amendment to Funding Agreement between The City of Wichita Housing and Community Services Department and Substance Abuse Center of Kansas, Inc., For Homeless Case Management Services" in order to provide for a budget adjustment to add Emergency Solutions Grant-CARES (ESG-CARES) funding in the amount of $80,188 and to reduce CDBG-CARES funding to $64,188, for an adjusted total contract value of $144,376, and to extend the performance period of the original agreement through May 31, 2022, with all reimbursement requests for eligible expenditures to be submitted by June 15, 2022; and

WHEREAS, on June 21, 2022, the above-named parties now wish to once again amend said Contract for the purposes of adding ESG-CARES funding in the amount of $61,832 and adding CDBG-CARES funding in the amount of $34,838, for a total contract value of $241,046 and for the purposes of extending the performance period through May 31, 2023, with all expenditures associated with all reimbursement requests for eligible expenditures to be submitted by June 15, 2023 and

NOW, THEREFORE, the above-named parties hereby agree, covenant and contract that the terms of the original contract dated July 7, 2020, dated to be effective June 2, 2020, and amended January 12, 2021, are hereby reaffirmed and re-executed for and on behalf of these parties, except for the following clarifications, amendments, modifications and changes:

- Part A, Section 2.1, Commencement and Completion: The services of the Subrecipient are to commence as soon as practicable on or after the date of this contract and shall be undertaken and

completed in such sequence as to assure their expeditious completion in light of the purposes of this contract through a period ending May 31, 2023. All expenditures associated with implementation of this activity must be submitted for reimbursement by June 15, 2023.

- Part A, Section 2.2, Close-Out Period: The Subrecipient has 30 days following the performance of this activity during which to conduct and complete close-out requirements associated with this Agreement. Final accomplishment and outcome reports are due to the City by June 15, 2023. All expenditures associated with close-out of this activity must be submitted for reimbursement by that date.

- Part A, Section 2.3, Contract Completion Date: Unless an extension has been approved by the City in advance, OR unless this Agreement is terminated earlier in accordance with other provisions herein, this agreement will end on June 15, 2023.

- Part A, Section 3.2, Total Payments: Total amount of funds provided by the City to the Subrecipient under this Agreement shall not exceed $241,046 and must be drawn on a regular basis. At the sole discretion of the City, any funds remaining unexpended as of June 15, 2023, may be de-obligated from this Agreement and made available for other eligible projects, as determined appropriate by the City.

- Part A, Section 3.7, Closeout Reimbursement: Closeout billings are to be submitted by June 15, 2023, as set forth in Section 2.2 above. If not submitted, the unexpended funds shall revert to the City of Wichita.

- Part A, Section 9.1, Performance Measures: During the Grant Agreement Period, the Subrecipient agrees to work diligently towards the objectives and projected accomplishments outlined in Part B, and to assist the City in demonstrating appropriate program benefit for the project activities implemented by the Subrecipient. If it is determined that any of these objectives will not be completed within the identified timeframe, a request for an extension must be submitted to the City for consideration. However, in no instance may accomplishment data reflect activity occurring after May 31, 2023. Such a request must identify the reasons for the extension and must be accompanied by a proposed project timeline that can reasonably be accomplished. Failure to meet the objectives in Part B will represent grounds for imposition of sanctions as found in Section 11.2. Incidents of nonperformance will suspend grant operations until corrective measures are implemented. If the grant is conditioned, access to grant funds will be suspended pending a satisfactory cure to the related incident of nonperformance.

- Part A, Section 9.6, Final Accomplishment Reports: Final accomplishment reports will also serve as the final project report, and will include, in addition to the requirements listed in item 9.3, a narrative summary of the project, including successes and weaknesses; a comparison of projected accomplishments and objectives to actual accomplishments and goals achieved, including reasons for any discrepancies between the two. This final report will be due June 15, 2023, or the date of final reimbursement, whichever is sooner.

- Part B, Performance Period: June 2, 2020, through May 31, 2023

- Part B, Contract Period: June 2, 2020, through June 15, 2023

- Part B, Funding: It is mutually agreed by and between the City and the Subrecipient that the City will pass through to the Subrecipient no more than $142,020 of ESG-CARES funding for reimbursement of eligible and necessary expenses, and the Subrecipient will provide case management services to homeless individuals and/or families listed on the Impact ICT "By Name List," which is administered by United Way of the Plains Inc., in order to assist them in obtaining permanent housing and needed services, and $99,026 of CDBG-CARES funding in order to assist said clients, once housed, with case management services necessary to maintaining permanent housing, and to secure other needed services. Any cost in excess of $142,020 in ESG-CARES Funding and $99,026 in CDBG-CARES funding is the responsibility of the Subrecipient.

- Part B, Budget: The City shall pay the Subrecipient as hereinafter set out; the maximum of $241,046 for the activity described in the Agreement. Funding under this Agreement shall be originally budgeted as detailed in PART C. Adjustments to budget line items and categories may be made with agreement by both parties to this Agreement.

(The remainder of this page intentionally left blank.)

Part C – Budget

BUDGET - ESG

Delegate Agencies--Payroll	$ 86,412
Delegate Agencies—Employee Benefits/Payroll Taxes	$ 31,673
Delegate Agencies – Cell Phone	$ 600
Delegate Agencies – Office Supplies	$ 1,892
Delegate Agencies—Mileage	$ 5,443
Delegate Agencies—Security Deposits, Application Fees, Identification Expenses	$ 16,000
TOTAL	$142,020

BUDGET- CDBG

Delegate Agencies--Payroll	$ 67,600
Delegate Agencies—Employee Benefits/Payroll Taxes	$ 26,626
Delegate Agencies – Cell Phone	$ 600
Delegate Agencies – Office Supplies	$ 1,200
Delegate Agencies—Mileage	$ 3,000
TOTAL	$99,026

SUBRECIPIENT

_____

Harold Casey, Executive Director — Date
Substance Abuse Center of Kansas, Inc.

CITY OF WICHITA

_____

Brandon J. Whipple — Date
Mayor

ATTEST:

_____

Karen Sublett — Date
City Clerk

APPROVED AS TO FORM:

_____ 01/09/2022

Jennifer Magana — Date
City Attorney and Director of Law

SECOND READING ORDINANCES FOR June 21, 2022 (FIRST READ June 14, 2022)

a. ORDINANCE NO. 51-873

AN ORDINANCE OF THE CITY OF WICHITA APPROVING THE TERMINATION OF THE K-96 STAR BOND COMMUNITY IMPROVEMENT DISTRICT; AND AUTHORIZING ACTIONS RELATING THERETO.

b. ORDINANCE NO. 51-874

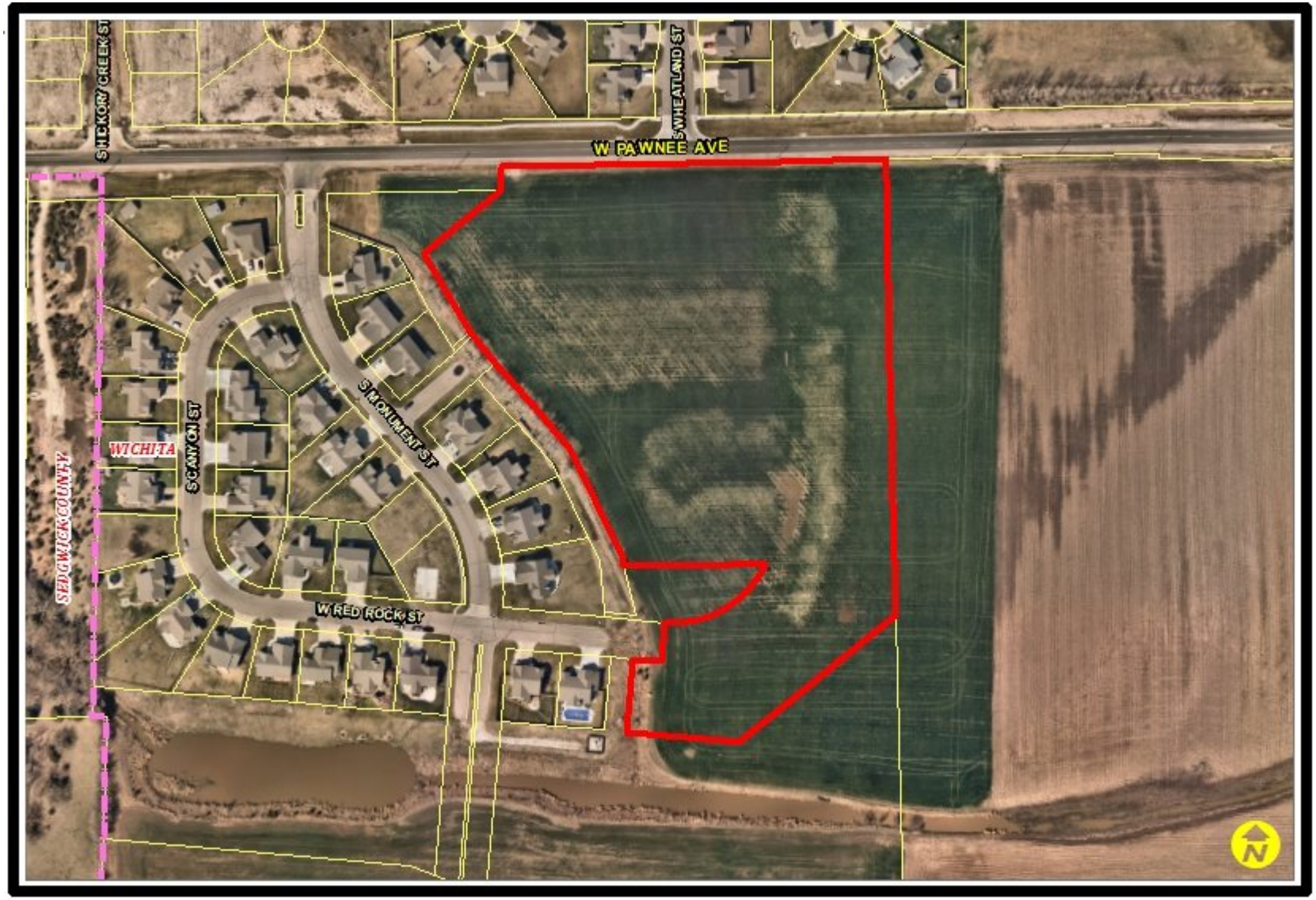
AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF SIDEWALKS IN THE CITY OF WICHITA, KANSAS.

c. ORDINANCE NO. 51-875

AN ORDINANCE AMENDING SECTIONS 2.30.020, 2.30.040, 2.30.050, 2.30.060, 2.30.070, 2.30.080, 2.30.090, 2.30.101, 2.30.120, 2.30.140, 2.30.150, 2.30.160, 2.30.170, 2.30.180, 2.30.190 AND 2.30.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CITY'S VOLUNTARY DEFERRED COMPENSATION PLAN, AND REPEALING THE EXISTING SECTIONS.

d. ORDINANCE NO. 51-876

AN ORDINANCE ORDERING THE VACATION OF A PORTION OF EAST 43RD STREET NORTH AND NORTH LINDBERG STREET RIGHTS-OF-WAY LOCATED EAST OF NORTH WEBB ROAD AND SOUTH OF EAST 45TH STREET NORTH OF WICHITA, SEDGWICK COUNTY, KANSAS.


S HICKORY CREEK ST
S WHEATLAND ST
W PAWNEE AVE
S MONUMENT ST
S CANYON ST
WICHITA
SEDGWICK COUNTY
W RED ROCK ST
N

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

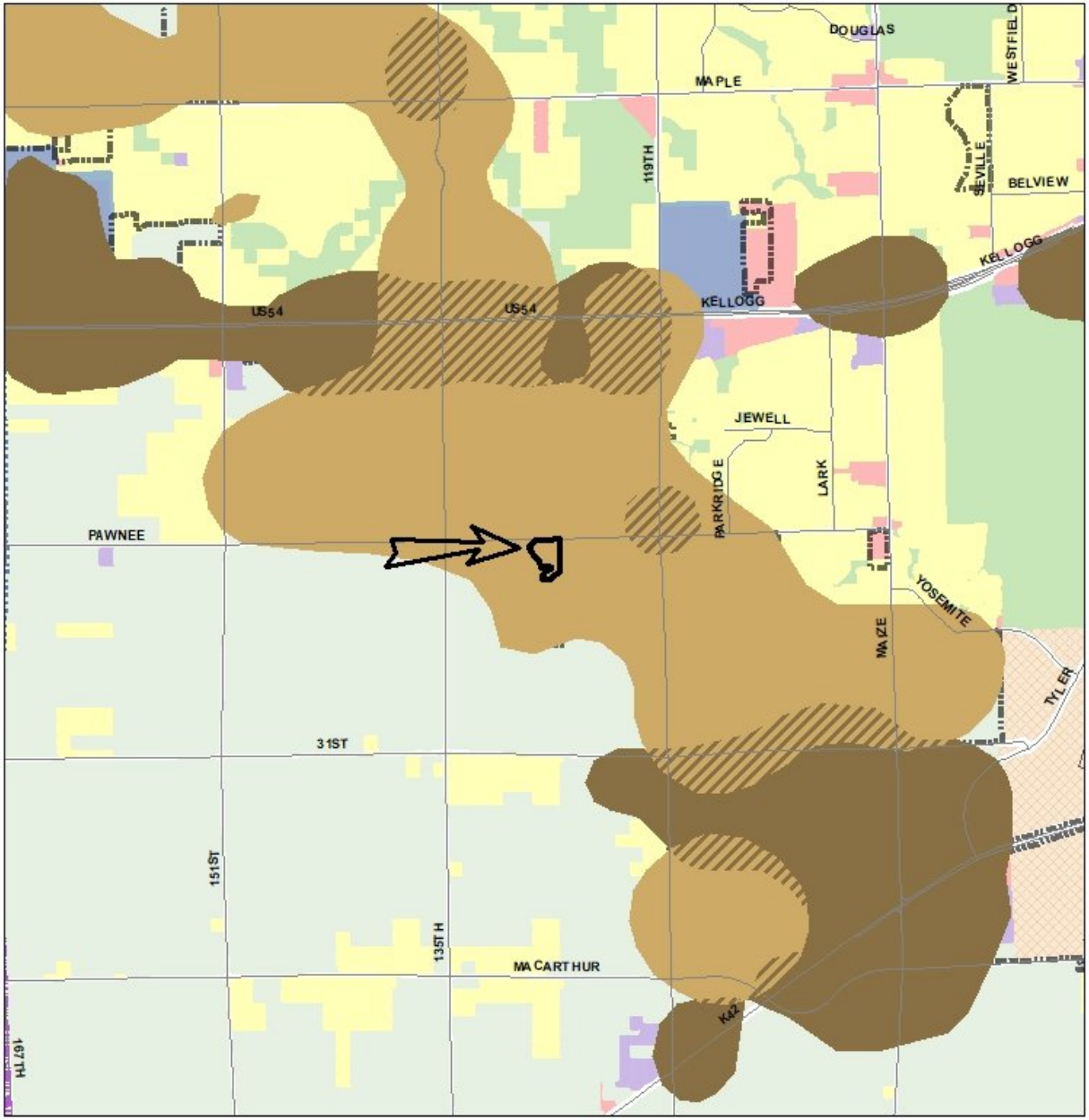
Statistical Development Areas

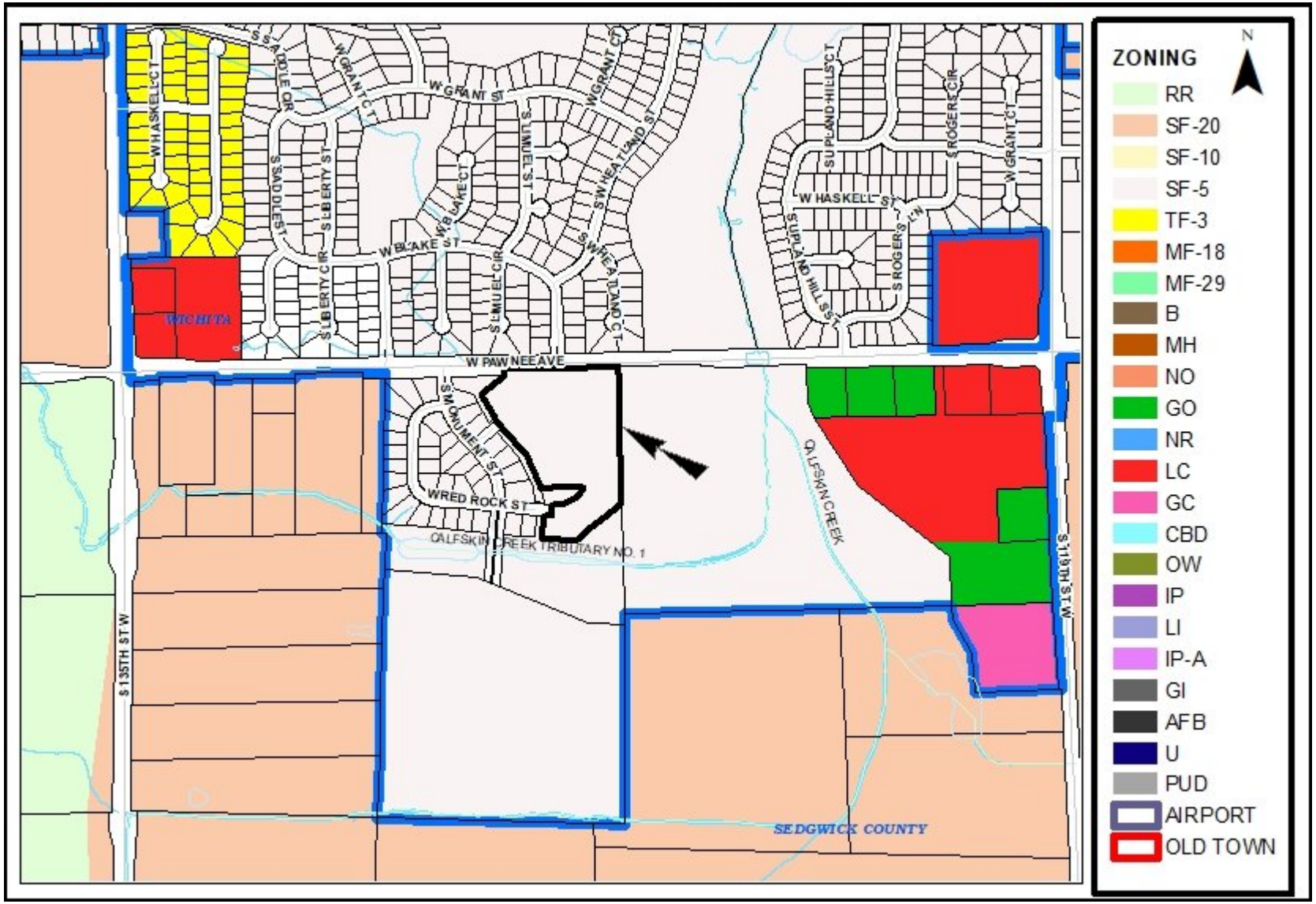
- Other Urban Growth Areas 2014
- Other Urban Growth Areas 2014
- Rural Growth Areas 2014

LAND USE

- Residential
- Commercial
- Industrial
- Major Air Transportation & Military
- Parks and Open Space
- Agricultural or Vacant
- Major Institutional
- Nghbd_Plan_Areas

N




ZONING
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SF-20
SF-10
SF-5
TF-3
MF-18
MF-29
B
MH
NO
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IP-A
GI
AFB
U
PUD
AIRPORT
OLD TOWN
WICHITA
SEDGWICK COUNTY
W PAWNEE AVE
W GRANT ST
W BLAKE ST
W HASKELL ST
W MONUMENT ST
W RED ROCK ST
CALFSKIN CREEK
CALFSKIN CREEK TRIBUTARY NO. 1
S 135TH ST W
S 119TH ST W

Looking north at site

Looking north away from site at single-family homes

Looking northeast away from site; nearby single-family homes

Looking south towards site

Looking southeast away from site; nearby single-family homes

EXCERPT MINUTES OF THE MAY 19, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

4.8 **ZON2022-00026:** City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential for duplex development on property located on the south side of West Pawnee Avenue and one-half mile east of South 135th Street West.

That part of Section 1, Township 28 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the N.W. corner of said Sec. 1; thence N88°52'12"E, along the north line of said Sec. 1, 2101.38 feet to the Northeast corner of Southwest Passage Addition, Wichita, Sedgwick County, Kansas, for a place of beginning; thence N88°51'55"E, along the north line of said NW1/4, 457.28 feet to the N.E. corner of said NW1/4; thence N88°24'07"E, along the north line of the NE1/4 of said Sec. 1, 175.84 feet; thence S01°07'29"E, 774.14 feet to the Northeast corner of Reserve D as platted in said addition; thence S50°58'09"W, 328.75 feet to a corner of said Reserve D; thence N84°56'52"W, 186.31 feet to a corner of said Reserve D; thence N05°03'08"E, 120.00 feet to a corner of said Reserve D, said corner being on the south line of Red Rock Street as platted in said addition; thence S84°56'52"E, 45.00 feet to the Southeast corner of said Red Rock Street; thence N05°03'08"E, 64.00 feet to the Northeast corner of said Red Rock Street; thence along a curve to the left, having a radius of 168.00 feet, a chord distance of 193.06 feet, bearing N59°58'55"E, 205.66 feet to a corner of Reserve C, in said addition; thence S88°52'16"W, 233.87 feet to a corner of said Reserve C; thence N06°35'05"W, 20.67 feet to a corner of said Reserve C; thence N26°19'19"W, 193.22 feet to a corner of said Reserve C; thence N40°46'52"W, 187.18 feet to the easterly most corner of Cowboy Street as platted in said addition; thence N40°08'18"W, 58.00 feet to the northerly most corner of said Cowboy Street; thence N30°30'52"W, 157.44 feet to a corner of Reserve B as platted in said addition; thence N50°46'25"E, 164.43 feet to the Northeast corner of said Reserve B; thence N01°07'48"W, 60.00 feet to the place of beginning.

AND

That part of Reserve C, Southwest Passage Addition, Wichita, Sedgwick County, Kansas, described as beginning at the Southeast corner of Lot 5, Block 2, in said addition; thence N06°35'05"W along the east line of said Lot 5, 8.17 feet to a point 8.00 feet north of Red Rock as platted in said addition; thence S84°56'52"E parallel with said north line, 51.58 feet; thence N13°56'08"W, 82.22 feet to a corner on the east line of said Reserve C; thence N88°52'16"E, 233.87 feet; thence along a curve to the right, having a radius of 168.00 feet, a chord distance of 193.06 feet, bearing S59°58'55"W, 205.66 feet to the point of tangency and the northeast corner of Red Rock in said addition; thence N84°56'52"W along said north line, 97.68 feet to the point of beginning.

BACKGROUND: The applicant is requesting a zone change from SF-5 Single-Family Residential to TF3 Two-Family Residential for property located on the south side of West Pawnee Avenue between 119th Street West and 135th Street West. The applicant proposes to build duplexes. The subject property is platted as the Red Rock Village Addition and is platted with 43 lots. The initial intent was to construct single-family dwellings akin to the Southwest Passage addition abutting to the west. The applicant is requesting TF-3 Two-Family Residential zoning to permit the ability to construct duplexes. TF-3 permits construction of single-family dwellings as well. Properties to the north, east, south, and west are all zoned SF-5 Single-Family Residential. Properties to the north and west are developed with single-family residences, and the properties to the south and east are currently undeveloped.

CASE HISTORY: On October 5, 2009, the Red Rock Addition subdivision was created. There have been no other zoning actions requested on the site.

ADJACENT ZONING AND LAND USE:

NORTH: SF-5	Single-family residences
SOUTH: SF-5	Undeveloped land (City of Wichita)
EAST: SF-5	Undeveloped land (City of Wichita)
WEST: SF-5	Single-family residences

PUBLIC SERVICES: West Pawnee Avenue is a paved, two-lane arterial with a sidewalk on the north side. Wichita Transit does not serve this area. Municipal services are available near the site but will have to be extended as development occurs.

CONFORMANCE TO PLANS/POLICIES: The request to rezone the property is in conformance with the following adopted plans:

The Community Investments Plan. The requested zoning 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 residential uses and defines residential uses as a variety of housing types including duplexes.

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 to the north, east, south, and west are all zoned SF-5 Single-Family Residential. Properties to the north and west are developed with single-family residences, and the properties to the south and east are currently undeveloped.

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 can be developed with single-family residences.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Most nearby properties are developed as single-family residences. Within three-quarters of a mile to the northwest, there are two residential subdivision zoned TF-3 Two-Family Residential. Because of the similarity of residential use, the UZC does not require screening between SF-5 and TF-3 zoning districts.

4. **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 the *Community Investments Plan*, as discussed in the staff report.

5. **Impact of the proposed development on community facilities:** Development of the property with the requested zoning is not anticipated to have significant adverse impacts on community facilities or resources.

CHRISTINA RIETH, PLANNING STAFF: Presented the staff report and stated she received some comments from property owners who received the notification, and some of their concerns are the increase in traffic as there will be two times the amount of homes as originally planned. There's concerns about the nearby public schools since they're already at capacity as they sit today, and adding further density through a zoning change might negatively impact the safety of the road for all users. One person brought up a good point of a missing turn lane that presents health hazards with the drivers that already exceed the speed limit due to the decreased speed limit on Pawnee – 50 MPH to 40 MPH. Also, there are some concerns that it might be for renters as opposed to homeowners.

TIM CHADD, 2326 NORTH LAKEWAY CIRCLE, WICHITA, APPLICANT: I'm a partner and representing the development here. We're just here to provide quality and affordable housing for the area. Our goal is to turn the 11 plus/minus acres into multi-family. The partnership is two people and it is our goal to build it ourselves and maintain it – that's also to provide and well systems and sprinkler systems for the development. Preliminary platting has been done, but we needed to get to this process first. We're just here to develop the area into multi-family.

BLICK: On the south side of this map where it shows the green and has the outline of it, down below, there looks to be a pond and it comes across the creek, I know there is a bridge right there, is that where the runoff will go in to?

CHADD: Yeah, and the future development for this is a one-way in and one-way out from the Southwest Passage neighborhood, and then there's 39 acres that are south of this too. This is a big slew that runs through here for drainage. I'm sure once we get to final platting with engineering, there'll be specific drainage plan that will all be defined for this area.

BLICK: Sounds good. And, then North of there, I've noticed that there's quite a building that's going over on 135th, it looks like.

CHADD: That is correct.

WARREN: Do you have a plan of what size the units will be or how many garages?

CHADD: Not specific to that degree yet, but what we've done in the past is typically is three units per acre. Are you asking me like three bedroom, two bath, two-car garage?

WARREN: Square footage per unit – 800 square foot or 1,400 square foot?

CHADD: It hasn't been specifically defined yet. I don't want to tell you one thing and it be another. I have to be transparent and fair. I don't want to tell you it's going to be 1,150 aside or 2,300 feet when it ends up being 2,400 feet.

JUSTIN FYFE, 2401 CANYON STREET, WICHITA: I live in Southwest Passage, which is the neighborhood just adjacent. My primary concern about this is that originally this neighborhood in question was to be the second edition of Southwest Passage, so it was supposed to be family homes, like-minded, fit and finish, with this proposal, since these trees are interconnected, the homeowners, especially the ones right adjacent to this neighborhood, are going to experience decreased property values, increased traffic because it's going to double the homes that are coming through on those two streets. These aren't going to match, these were done as a package deal, and when anybody built there, that was always the plan. Now, the proposed change is essentially going to change the entire return on the people that live in this neighborhood. There is a lot of traffic. My biggest concern is the future ability to sell our house. (Inaudible) little bit larger than surrounding areas. We do not have a lot of (inaudible). When it comes to matching the property values, it's going to be even more of a concern and challenging to sell these homes. Now, if this proposal does go through, and goes to two-family homes, ideally, I would like to see (inaudible), which is Midway Street that is now (inaudible). I would like that street and Redrock to not continue into this neighborhood. They are not going to be the same style and least we would have a break, to show us, really what's associated (inaudible) two-family homes.

MOTION: To approve subject to staff recommendation.

FOSTER moved, and **MILES** seconded the motion, and it carried (10-0).

INTEROFFICE MEMORANDUM

TO: MAPD

FROM: Rebecca Fields, Community Services Representative, District 4

SUBJECT: **ZON2022-00026**

DATE: June 13, 2022

On Monday, June 6, 2022, Scott Wadle, Director of the Metropolitan Area Planning Department (MAPD), presented ZON2022-00026 to the District 4 Advisory Board.

The applicant is requesting a zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential for property located on the south side of West Pawnee Avenue between 119th Street West and 135th Street West. The applicant proposes to build duplexes.

The subject property is platted as the Red Rock Village Addition and is platted with 43 lots. The initial intent was to construct single-family dwellings akin to the Southwest Passage addition abutting to the west. The applicant is requesting TF-3 Two-Family Residential zoning to permit the ability to construct duplexes. TF-3 permits construction of single-family dwellings as well.

Properties to the north, east, south, and west are all zoned SF-5 Single-Family Residential. Properties to the north and west are developed with single-family residences, and the properties to the south and east are currently undeveloped.

Mr. Wadle continued to present the staff report, maps, site plan, and photographs that all attendees were in possession as well as being see on the overhead and on Zoom.

DAB Member Wally Bell commented that he lives in the Turkey Creek addition and that the duplexes built near that development are the ugliest duplexes he has ever seen. He stated that all you would have to do is put a chain linked fence around them and you would have a detention facility. Mr. Bell further stated that he spoke to 28 neighborhood residents over the weekend, and all of them feel that these duplexes will devalue their properties. Mr. Bell said that he has lived in his new “forever” home for 17 years and he is tired of having duplexes built in the suburbs. They are in Turkey Creek and now they are building them across Pawnee Street. He thinks that duplexes should be located where there are retail shops and bus service instead of sticking them out on the edge of the City where land is cheap. It’s been zoned single-family and it is not fair to those who have purchased a home to change the zoning. Before he purchased his home he was told that there would be no rental property in Turkey Creek. Now Turkey Creek has rental duplexes. And not just duplexes, but the ugliest duplexes in Wichita. Mr. Bell said that he is against putting duplexes out in the country.

DAB Member Rebecca Robertson commented that she is not against duplexes, but she is not in favor of building more duplexes away from the City core. The City continues to build “out” and it will end up bankrupting the City because they cannot afford to maintain the streets and sewer/water lines and other components necessary for City living. Suburban properties are not paying for themselves. A hold needs to be put on expanding our City limits. And that’s why I am going to say “no” to this case.

DAB member Dalton Glasscock said he has a question derived from what Ms. Robertson said. The last item we looked at had the *Places for People* component, but this was does not. He asked Mr. Wadle to elaborate on this.

Mr. Wadle replied that the Places for People plan has a specific geographical area that is in the City’s core area, basically the areas that were built in the 1960s and before. The current case is definitely outside of that area.

Mr. Glasscock then asked Mr. Wadle if the developer for these duplexes is the same one that Mr. Bell had spoke of at Turkey Creek. Mr. Wadle replied he did not know and would defer to the applicant. Mr. Bell jumped in and said that the plans are the same, and that they have them in Valley Center, but in Valley Center at least they are different colors. Dalton followed by saying that he had a friend who moved into a duplex development by Kechi, KS and that they were some of the most beautiful homes inside, and outside they were pretty decent also.

Chair Rainwater asked if the applicant and/or agent would like to speak. Tim Chadd, Napa Adventures LLC, came to the podium. He asked if the duplexes which Mr. Bell spoke of at Turkey Creek are the ones off of 135th Street, and Mr. Bell replied yes. Mr. Chadd stated that he has built duplexes in the community and that the duplex community is vast due to younger people needing affordable housing. It’s hard for young people to purchase a new home. Duplex communities are quite different than the one he grew up in as a kid that was by the zoo. Mr. Chad said that they (his company) build the duplexes and maintain them. They put in irrigation systems and install wells; they take care of the landscaping and everything else.

Chair Rainwater asked Mr. Chadd if they (the developers) were planning on keeping and leasing out the duplexes, or if they were going to sell them. Mr. Chadd said that the current plan is to keep them (own them) and maintain them.

DAB member Beckie Janek asked Mr. Chadd if he could give an example of the architectural style that they would be using. Mr. Chadd said that he would be as transparent as possible. The site plan for Red Rock Village on the report was from 2009, and that they will replat this because the original owner, who has since passed away, wanted to incorporate alleyways so that residents could access the garage from the back of the duplex. The site plan had 43 lots and Mr. Chadd said the new site might be less, but first they need to get the zoning approved. They have not been able to get to the architectural style at this point.

Chair Rainwater asked if there was anyone from the public who would like to speak on this case and seeing that there was no one in person or online that wanted to speak, it was brought back to the board. Councilman Blubaugh then spoke up stating that the 2040 plan is to prepare for some of the largest growth that will take place in Wichita which entails the southwest portion of Wichita. He thinks everyone knows that there is a housing shortage in Wichita and that we need to do everything possible to provide more housing. As for costing the City more money, any new streets and water/sewer lines will be paid through special assessments and not the City’s budget.

This area is in the Goddard School District and lots of families will find this area desirable. CM Blubaugh lives in Southern Ridge about a half mile away and when he built his house it was affordable and now the cost to build a new house has tripled.

Chair Rainwater thanked CM Blubaugh and then asked Mr. Wadle if he was aware of any negative feedback for this development at MAPD (Metropolitan Area Planning Department), and Mr. Wadle replied that he has not been made aware of any feedback from the public on this case. Mr. Chadd stated that there was one objection when this was heard by the Planning Commission.

DAB Member Wally Bell spoke up and said that when he saw a sign up on this field he stopped and said that it was hard to see. In fact there were 2 signs up and most of the writing was illegible. DAB Member Grant Delmar asked what the complaint was about at the Commission meeting, and was told that it was about additional traffic, possible property devaluations, and too many cars and children in the area. Mr. Bell further stated that the main thing he is against is the possible devaluation of single-family homes. He is not against duplexes, but when they build them and they look like prisons, then that does not conform with the building standards of the single-family homes. If they are painted differently and made to look nicer, then he would not object.

DAB Member Dalton Glasscock said that as a young Wichitan he is all for more affordable housing, and he was able to purchase a home at the right time when it was affordable. He is wanting to encourage others of his generation to purchase homes, and south Wichita has lots of young families with children in the area. Therefore, he will be voting in favor of the rezoning in order to have more affordable housing for south Wichita.

The other issue that Mr. Bell has is the lack of playgrounds in the area. There are no playgrounds in the whole mile section in which he lives, and had been informed when he moved to Turkey Creek that the development would have playgrounds. So far not one playground has been built for the children that live in Turkey Creek. The result is that children are playing in the streets which is unsafe.

DAB Member Beckie Jenek stated that she appreciates both sides of this issue and she is certainly for more housing in this area. It appears that the site is already approved for housing, so all we need to do is specify whether this would be for single family or for duplexes. The area in which she lives is single-family with duplexes in a portion of the development. The main problem with the duplexes is all the parking. The streets are tight and with people parking on both sides of the street it makes it very difficult to drive through there causing safety and hazard issues. She hopes that Mr. Chadd takes this into consideration when they replat this development. She also hopes that they take into consideration the character of the current housing so that the duplexes blend in.

There were no further comments or questions for Mr. Chadd, therefore DAB Member Dalton Glasscock make a motion to approve, and DAB Member Ngoc Vuong made the 2nd motion. Motion was approved 7/2.

Agenda Item No. II-9

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: ZON2022-00026 – City Zone Change From SF-5 Single-Family Residential to TF-3 Two-Family Residential to Build Duplexes On Property Located On The South Side Of West Pawnee Avenue And One Quarter Mile East Of 135th Street West. (District IV)

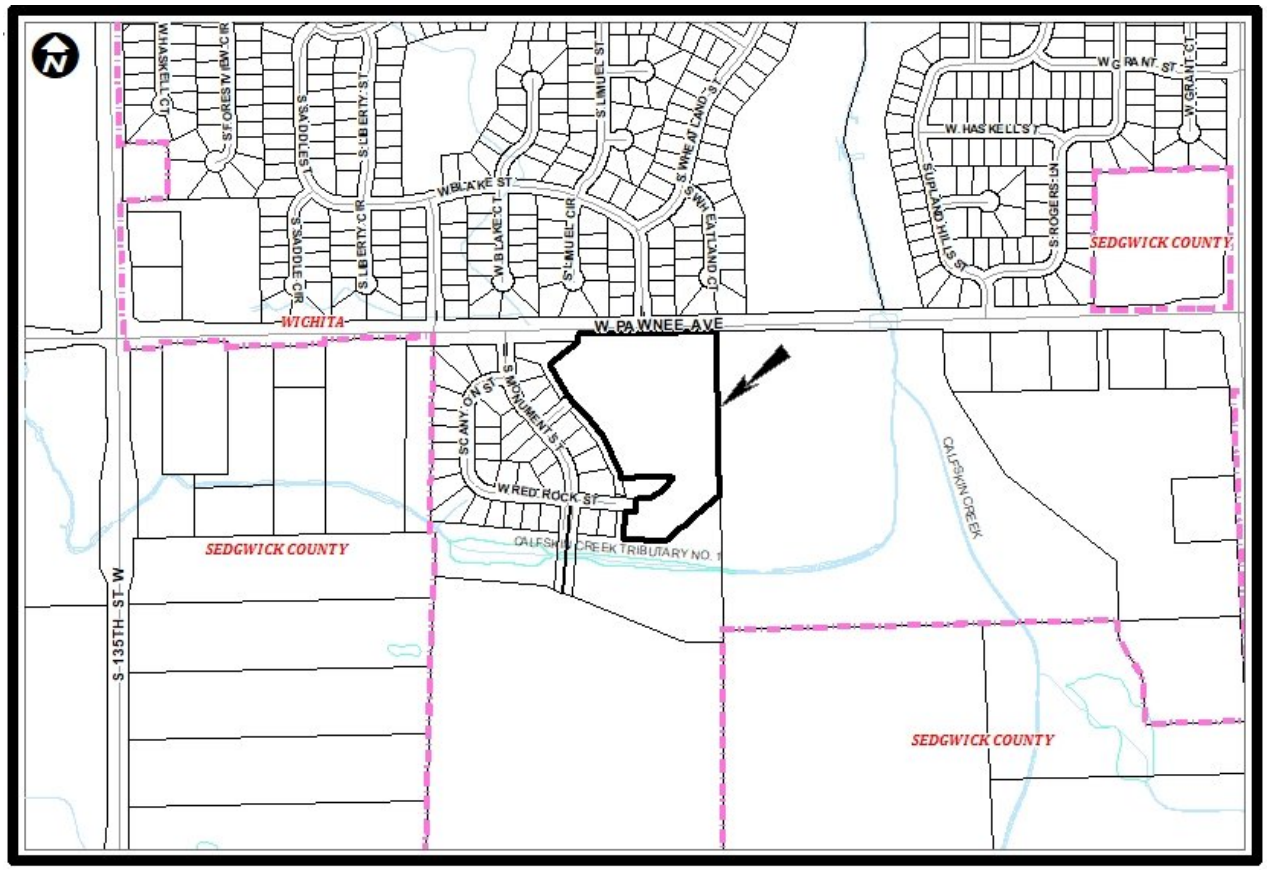
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (10-0), per staff recommendation.

MAPD Staff Recommendations: Approve.

DAB IV Recommendations: Approve (7-2), per staff recommendation.



Background: The applicant is requesting a zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential for property located on the south side of West Pawnee Avenue between 119th Street West and 135th Street West. The applicant proposes to build duplexes.

The subject property is platted as the Red Rock Village Addition and is platted with 43 lots. The initial intent was to construct single-family dwellings akin to the Southwest Passage addition abutting to the west. The applicant is requesting TF-3 Two-Family Residential zoning to permit the ability to construct duplexes. TF-3 permits construction of single-family dwellings as well.

Properties to the north, east, south, and west are all zoned SF-5 Single-Family Residential. Properties to the north and west are developed with single-family residences, and the properties to the south and east are currently undeveloped.

Analysis: On May 19, 2022, the Metropolitan Area Planning Commission (MAPC) approved the application (10-0). One person spoke in opposition at this public hearing.

On June 6, 2022, District Advisory Board (DAB) IV reviewed the request and recommended approval (7-2). 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

OCA 150004 PUBLISHED IN THE WICHITA EAGLE ON July 1, 2022

ORDINANCE NO. 51-897

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. ZON2022-00026

City zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential zoning on property described as:

That part of Section 1, Township 28 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as commencing at the N.W. corner of said Sec. 1; thence N88°51'5"E, along the north line of said NW1/4, 457.28 feet to the N.E. corner of said NW1/4; thence N88°24'07"E, along the north line of the NE1/4 of said Sec. 1, 175.84 feet; thence S01°07'29"E, 774.14 feet to the Northeast corner of Reserve D as platted in said addition; thence S5°58'09"W, 328.7 feet to a corner of said Reserve D; thence N84°56'52"E, 186.31 feet to a corner of said Reserve D; thence N05°03'08"E, 120.00 feet to a corner of said Reserve D, said corner being n the south line of Red Rock Street as platted in said addition; thence S84°56'52"E, 45.0 feet to the Southeast corner of said Red Rock Street; thence N05°03'08"E, 64.00 feet to the Northeast corner of said Red Rock Street; thence alone a curve to the left, having a radius of 168.00 feet, a chord distance of 193.0 feet, bearing N59°58'55"E, 205.66 feet to a corner of Reserve C, in said addition; thence S88°52'16"W, 233.87 feet to a corner of said Reserve C; thence N06°35'05"W, 20.67 feet to a corner of said Reserve C; thence N26°19'19"W, 193.22 feet to a corner of said Reserve C; thence N40°46'52"W, 187.18 feet to the easterly most corner of Cowboy Street as platted in said addition; thence N40°08'158"W, 58.00 feet to the northerly most corner of said Cowboy Street; thence N30°30'52"W, 157.44 feet to a corner of Reserve B as platted in said addition; thence N50°46'2"E, 164.43 feet to the Northeast corner of said Reserve B; thence N01°07'48"W, 60.00 feet to the place of beginning.

AND

That part of Reserve C, Southwest Passage Addition, Wichita, Sedgwick County, Kansas, described as beginning at the Southeast corner of Lot 5, Block 2, in said addition; thence N06°35'05"W along the east line of said Lot 5, 8.17 feet to a point 8.00 feet north of Red Rock as platted in said addition; thence S84°56'52"E parallel with said north line, 51,58 feet; thence N13°56'08"E, 82.22 feet to a corner on the east line of said Reserve C; thence N88°52'16"E, 233.87 feet; thence along a curve to the right, having a radius of 168.00 feet, a chord distance of 193.06 feet, bearing S59°58'55"W, 205.66 feet to the point of tangency and the northeast corner of Red Rock in said addition; thence N84°56'52"W along said north line, 97.68 feet to the point of beginning.

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

Agenda Report No. II-10

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

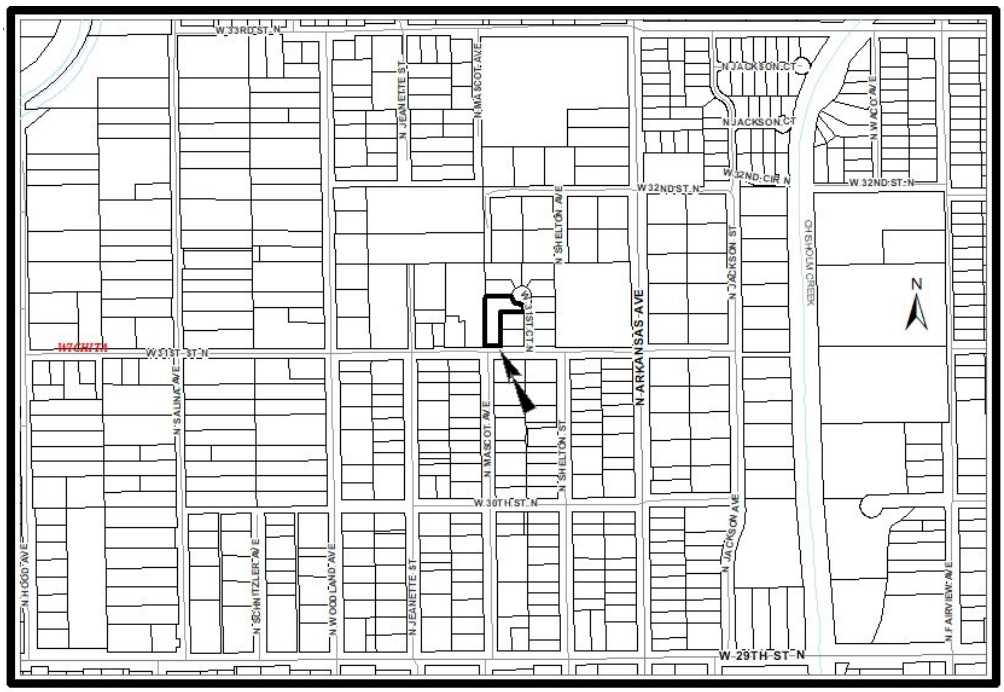
SUBJECT: SUB2022-00014 -- Plat of Hogan-Chism 2nd Addition Located 350 Feet West of North Arkansas Avenue, One-Quarter Mile North of West 29th Street North (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (12-0-1).

Staff Recommendation: Approve the plat.



Background: The site consists of one lot on .45 acres zoned TF-3 Two-Family Residential. A conditional use (CON2015-00008) was approved permitting multi-family density.

Analysis: Water and sewer services are available to serve the site. 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 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: Restrictive Covenants.

RESTRICTIVE COVENANT

THIS DECLARATION made this 13th day of May, 2022, by the undersigned, hereinafter called "Declarant".

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

LOT 1, BLOCK 1,
HOGAN-CHISM 2ND ADDITION
WICHITA, SEDGWICK COUNTY, KANSAS

WHEREAS, the Declarant is desirous in connection therewith that various restrictions be placed of record on the 15-foot street, drainage and utility easement that is reflected on the subdivision plat for the above described real property.

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 the Lot, as platted in said Hogan-Chism 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 date and year first above written.

By: _____
Christopher J. Lee, Managing Member,
PBP Real Estate, LLC,

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 23rd day of May, 2022 before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Christopher J. Lee, Managing Member, PBP Real Estate, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf, 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 Commission Expires: 2.8.23

RICKII M. DRAKE
Notary Public - State of Kansas
My Appt. Expires 2.8.23

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 23rd day of May 2022, by PBP Real Estate, LLC, hereinafter called Declarant.

WITNESSETH

WHEREAS Declarant is the owner of that real property in Wichita, Sedgwick County, Kansas known as Hogan-Chism 2nd Addition, Wichita, Sedgwick County, Kansas (the "Property"); and

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve A as platted in said Hogan-Chism 2nd Addition.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. Reserve A is hereby reserved for open space, landscaping and drainage purposes such as: drainage, drainage structures and flood protection. Any utilities shall be confined to easements created by separate document.
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 **by January 1, 2024**, or prior to the transfer of any portion thereof of the Property to separate ownership. That Reserve A as designated on the plat of the Hogan-Chism 2nd Addition, 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, Hogan-Chism 2nd Addition, under the same scope of responsibility as the initial phase of development.

4. That the Owner hereby grants an irrevocable easement to the governing body of the City of Wichita to enter upon the common areas, as defined, for the purposes of maintaining such common areas. This easement is conditioned upon the following event or events happening:

    A. That the Declarant, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.
    B. That the appropriate governing body has given written notice to the Declarant and Declarant failed to initiate 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 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 the above-described Property and shall be considered a lien thereon and be treated in the same manner as a special assessment.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the 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.

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 all lots, as platted in said Hogan-Chism 2nd Addition, Wichita, Sedgwick County, Kansas.

Executed the date and year first above written.

PBP Real Estate, LLC

By: _____
Christopher J. Lee, Managing Member

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 23rd day of May, 2022, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christopher J. Lee, Managing Member, PBP Real Estate, LLC, personally known to me and he has executed this instrument of writing on the date above first written.

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

_____
Notary Public

My Commission Expires: 2.8.23

RICKII M. DRAKE
Notary Public - State of Kansas
My Appt. Expires 2.8.23

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney & Director of Law

Agenda Item No. II-11

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

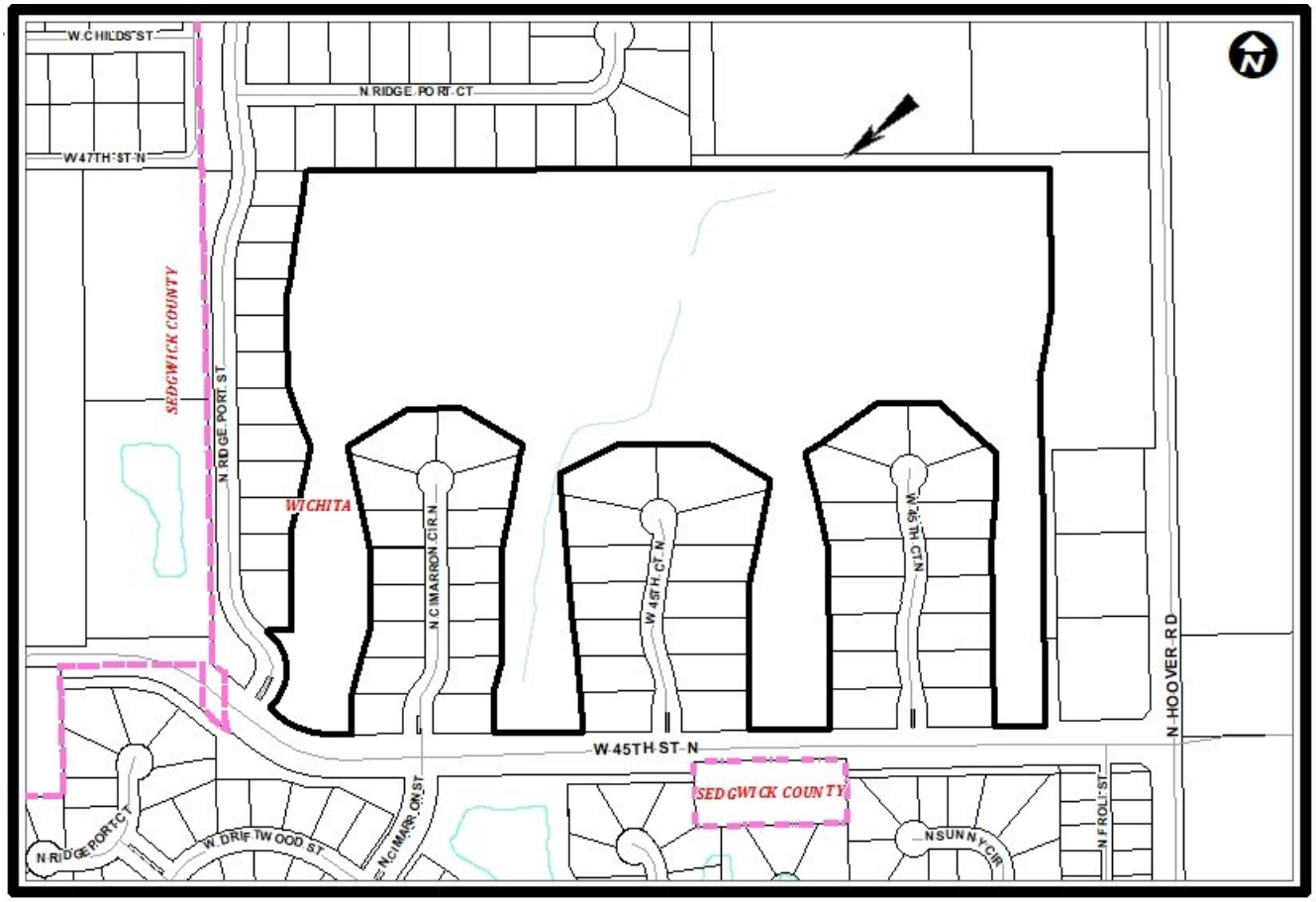
SUBJECT: VAC2022-00010 – Request in the City to Vacate a Portion of a Platted Building Setback and the Plattor's Text of a Platted Reserve on SF-5 Single-Family Residential Zoned Property, Generally Located Approximately One-quarter Mile West of North Hoover Road on the North side of West 45th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).

Staff Recommendation: Staff recommends approval of the vacation request.



Background: The applicant is requesting to vacate plattor's text for platted Reserve F of the Rennick Addition to allow for development of a clubhouse and pool and to establish a setback. Reserve F is reserved "for open space, landscaping, berms, lakes, recreational water activities and related appurtenances, boat docks and ramps, drainage purposes, sidewalks, hike and bike trails, recreational areas, gazebos, and utilities as confined to easements". As stated the revised platter's text will allow a clubhouse, pool and related appurtenances in Reserve F while retaining the original text. The revised plattor's text will also specify a setback of 15 feet for Reserve F which coincides with an existing 15-foot utility easement. There is public sewer in the subject reserve along 45th Street North.

Evergy has no objection to the request. Cox voiced no objection to the requested vacation. The Rennick Addition was recorded with the Register of Deeds on April 6, 2021.

Analysis: On May 19, 2022, the Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- MAPC Min Excerpt
- Supporting Documents

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

IN THE MATTER OF THE VACATION OF PLATTOR'S TEXT ON RESERVE F OF THE RENNICK ADDITION	)	
GENERALLY LOCATED ON THE NORTH SIDE OF WEST 45TH STREET NORTH AND ONE QUARTER MILE WEST OF NORTH HOOVER ROAD	)	**VAC2022-00010**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 21st day of June 2022, comes on for hearing the petition for vacation filed by Castaway, LLC (owners), praying for the vacation of described plattor's text on Reserve F Rennick Addition, to wit:

> To amend, Reserve "F" is hereby reserved for open space, landscaping, berms, lakes, recreational water activities and related appurtenances, boat docks and ramps, drainage purposes, sidewalks, hike and bike trails, recreational areas, a clubhouse and pool and related appurtenances, gazebos, and utilities as confined to easements. Reserve "F" shall have a 15-foot building setback.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on April 28, 2022, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described plattor's text, and the public will suffer no loss or inconvenience thereby.

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

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

5. The vacation of the described plattor's text on Reserve F should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 21st day of June, 2022, ordered that the described plattor's text is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

CITY OF WICHITA, KANSAS

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE MAY 19, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

3.4 VAC2022-00010: Request in the City to Vacate the plattor's text and a portion of a platted setback to permit a clubhouse and pool in Reserve F, Rennick Addition on property zoned SF-5 Single-Family Residential; generally located on the north side of West 45th Street North and within one-quarter mile west of North Hoover Road.

RECOMMENDED ACTION: **APPROVED 4-1**

Generally described as vacating platter's text on Reserve F, Rennick Addition, Sedgwick County, Kansas.

The applicant is requesting to vacate plattor's text for platted Reserve F of the Rennick Addition to allow for development of a clubhouse and pool and to establish a setback. The Rennick Addition was recorded with the Register of Deeds on April 6, 2021.

Reserve F is reserved "for open space, landscaping, berms, lakes, recreational water activities and related appurtenances, boat docks and ramps, drainage purposes, sidewalks, hike and bike trails, recreational areas, gazebos, and utilities as confined to easements". As stated the revised platter's text will allow a clubhouse, pool and related appurtenances in Reserve F will retaining the original text.

The area of the setback to be established is located along the north side of West 45th Street North. The new setback will be 15 feet and coincide with an existing 15-foot utility easement. There is public sewer in the subject reserve along 45th Street North. Evergy has no objection, but they are starting the installation of underground equipment and lines in this area of Rennick, specifically Lot 47, Block A, Rennick Addition. Conditions #1, #3 and #4 cover all utilities. Heide Bryan, is the Evergy Subdivision Representative for this area and can be reached at (316)-261-6354.

Based upon information available prior to the public hearing and reserving the right to make recommendations based on subsequent comments from City Public Works, franchised utility representatives and other interested parties, Planning Staff has listed the following considerations (but not limited to) associated with the request to vacate the platter's text of the platted reserve.

1. That after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, the MAPC makes the following findings:

- That due and legal notice has been given by publication as required by law, in the Wichita Eagle, of notice of this vacation proceeding one time April 28, 2022, which was at least 20 days prior to this public hearing.

- That no private rights will be injured or endangered by vacating the plattor's text of the platted reserve, and that the public will suffer no loss or inconvenience thereby.

- In justice to the petitioner, the prayer of the petition ought to be granted.

Conditions (but not limited to) associated with the request:

- Vacate the plattor's text to allow development of a clubhouse and pool and related appurtenances along with a 15-foot building setback on Reserve F, Rennick Addition, while retaining that Reserve F will continue to be used "for open space, landscaping, berms, lakes, recreational water activities and related appurtenances, boat docks and ramps, drainage purposes, sidewalks, hike and bike trails, recreational areas, gazebos, and utilities as confined to easements".

- Provide Planning Staff with a legal description of the building setback and platter's text on a Word document, via e-mail, to be used on the Vacation Order and Vacation Petition. All provided to Planning prior to the case going to the Wichita City Council for final action.

- Abandonment or relocation/reconstruction of any/all utilities made necessary by the development of the property shall be to City Standards and shall be the responsibility and at the expense of the applicant. As needed provide approval from franchised utilities for the relocation of franchised utilities. All to be provided to the Planning Department prior to this case going to City Council for final action.

- All improvements shall be according to City Standards and at the applicant's expense.

- Per MAPC Policy Statement #7, all conditions are to be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

SUBDIVISION COMMITTEE'S RECOMMENDED ACTION

The Subdivision Committee recommends approval subject to the following conditions:

1. Vacate the plattor's text to allow development of a clubhouse and pool and related appurtenances along with a 15-foot building setback on Reserve F, Rennick Addition, while retaining that Reserve F will continue to be used "for open space, landscaping, berms, lakes, recreational water activities and related appurtenances, boat docks and ramps, drainage purposes, sidewalks, hike and bike trails, recreational areas, gazebos, and utilities as confined to easements".

2. Provide Planning Staff with a legal description of the building setback and platter's text on a Word document, via e-mail, to be used on the Vacation Order and Vacation Petition. All provided to Planning prior to the case going to the Wichita City Council for final action.

3. Abandonment or relocation/reconstruction of any/all utilities made necessary by the development of the property shall be to City Standards and shall be the responsibility and at the expense of the applicant. As needed provide approval from franchised utilities for the relocation of franchised utilities. All to be provided to the Planning Department prior to this case going to City Council for final action.

4. All improvements shall be according to City Standards and at the applicant's expense.

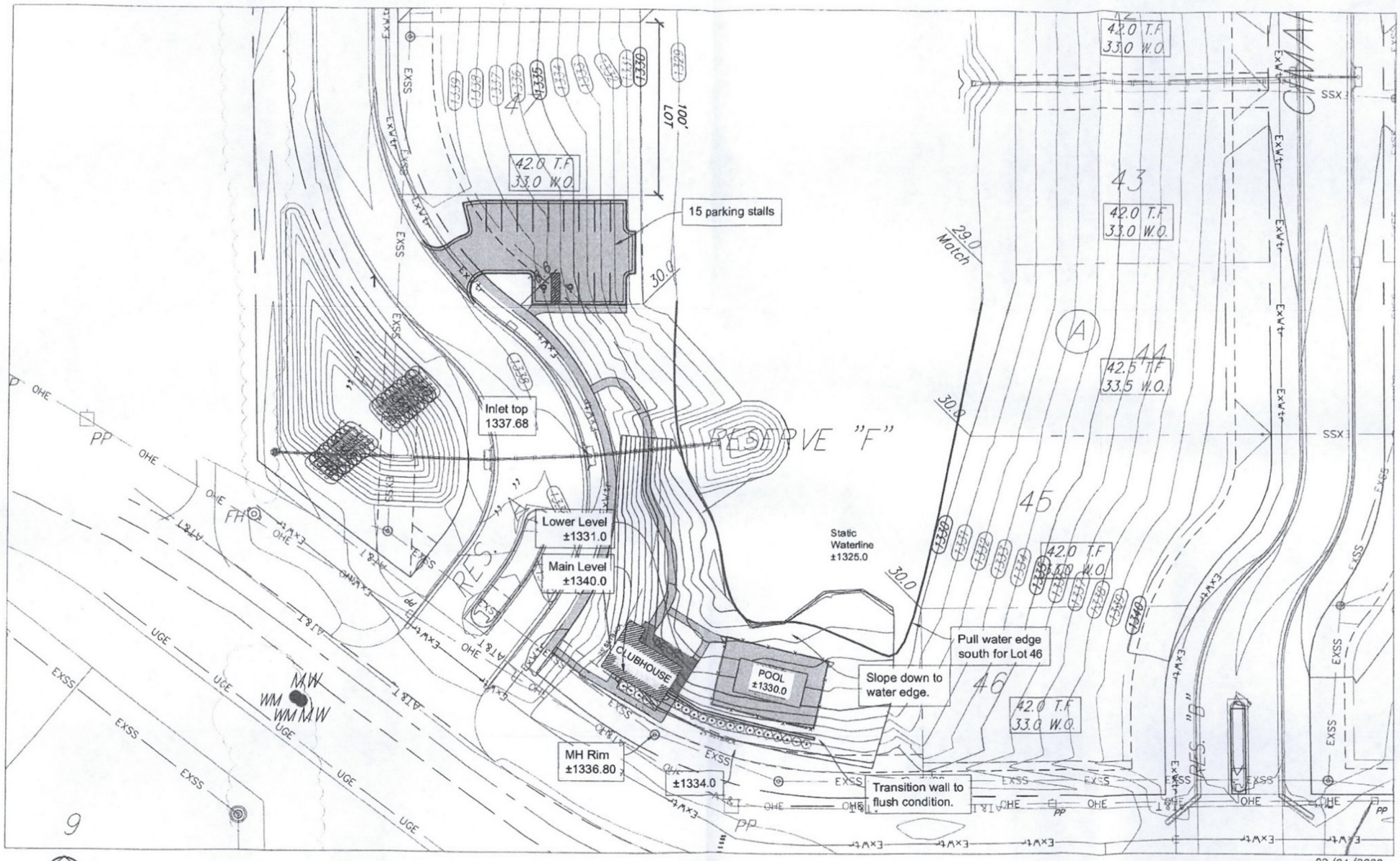
5. Per MAPC Policy Statement #7, all conditions are to be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required

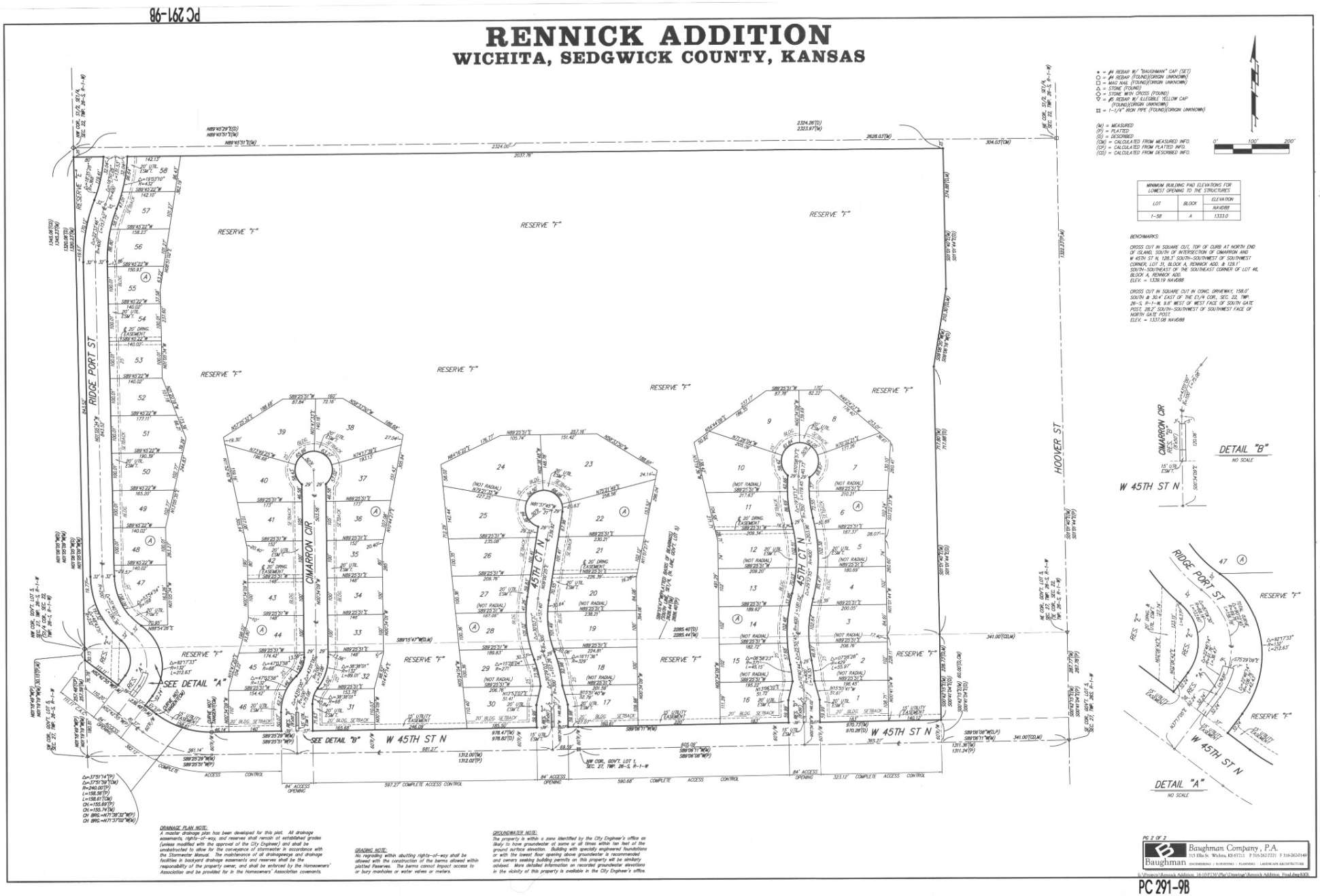
documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds

MOTION: To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

HARTMAN moved, **BLICK** seconded the motion, and it carried (11-0).

W 47TH ST N
SEDGWICK COUNTY
N RIDGE PORT ST
WICHITA
N CIMARRON CIR N
W 45TH CT N
W 45TH CT N
W 45TH ST N
SEDGWICK COUNTY
N HOOVER RD
N SUNNY CIR
N FROLI ST
W DRIFTWOOD ST
N CIMARRON ST
W DRIFTWOOD CT
Hydrant
Storm Conduit Enclosed Pipe
Storm Conduit Open Channel
Sewer line
Water line


15 parking stalls
Inlet top
1337.68
Lower Level
±1331.0
Main Level
±1340.0
Static
Waterline
±1325.0
Pull water edge
south for Lot 46
Slope down to
water edge.
POOL
±1330.0
CLUBHOUSE
MH Rim
±1336.80
±1334.0
Transition wall to
flush condition.
RESERVE "F"
RES. "B"
42.0 T.F
33.0 W.O.
42.5 T.F
33.5 W.O.
100' LOT
29.0 Match
30.0
SCALE: 1" = 50'
CASTAWAYS ADDITION
POOL EXHIBIT
02/04/2022
BAUGHMAN COMPANY



PC 291-98

PC 291-98

LEGAL DESCRIPTIONS

VACATED PLATTOR'S TEXT IN RESERVE "F"

Reserve "F" is hereby reserved for open space, landscaping, berms, lakes, recreational water activities and related appurtenances, boat docks and ramps, drainage purposes, sidewalks, hike and bike trails, recreational areas, gazebos, and utilities as confined to easements.

RE-DEDICATED PLATTOR'S TEXT IN RESERVE "F"

Reserve "F" is hereby reserved for open space, landscaping, berms, lakes, recreational water activities and related appurtenances, boat docks and ramps, drainage purposes, sidewalks, hike and bike trails, recreational areas, a clubhouse and pool and related appurtenances, gazebos, and utilities as confined to easements. Reserve "F" shall have a 15-foot building setback.

Agenda Item No. II-12

City of Wichita
City Council Meeting
June 21, 2022

TO: Mayor and City Council

SUBJECT: VAC2022-00011 – Request in the City to Vacate a Portion of a Platted Front Building Setback on SF-5 Single-Family Residential Zoned Property, Generally Located Approximately One-quarter Mile West of North Hoover Road on the North side of West 45th Street North. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).

Staff Recommendation: Staff recommends approval of the vacation request.

Background: The applicant is requesting a vacation of a portion of the platted 25-foot front yard building setback on the SF-5 Single-Family Residential zoned Lot 47, Block A, the Rennick Addition; subject site.. The subject setback runs parallel to the east side of North Ridge Port Street. The Rennick Addition was recorded with the Register of Deeds on April 6, 2021. This vacation request is associated with CON2022-00007, a Conditional Use to allow ancillary parking for a clubhouse and pool in the abutting SF-5 zoned Reserve F, Rennick Addition; see also VAC2022-00010, vacation of plattor's text of a platted reserve to allow a clubhouse and pool.

The applicant has stated that if they had known that a neighborhood swimming pool, a clubhouse and ancillary parking was going to be part of the development the subject site would have been platted as a reserve for ancillary parking with zero setback. As it is the subject lot is not going to be developed for a single-family residence but is going to function like a reserve. The proposed 3-foot setback will allow for the required parking lot landscaping.

There are no public utilities in the in the setback. Evergy has no objection to the request. Cox voiced no objection to the requested vacation. The Rennick Addition was recorded with the Register of Deeds on April 6, 2021.

Analysis: On May 19, 2022, the Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachments:

- Vacation Order
- MAPC Min Excerpt
- Supporting Documents

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

IN THE MATTER OF THE VACATION OF A PORTION OF A PLATTED BUILDING SETBACK	)	
GENERALLY LOCATED ON THE NORTH SIDE OF WEST 45TH STREET NORTH AND ONE QUARTER MILE WEST OF NORTH HOOVER ROAD	)	**VAC2022-00011**
MORE FULLY DESCRIBED BELOW	)	

VACATION ORDER

NOW on this 21st day of June 2022, comes on for hearing the petition for vacation filed by Castaway, LLC (owners), praying for the vacation of described portion of a platted building setback, to wit:

> A portion of the 25.00 foot wide Building Setback lying within Lot 47, Block A, Rennick Addition, Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 47; thence N88°54'26"E coincident with the south line of said Lot 47, 4.99 feet to a point in a non-tangent curve to the left and for a point of beginning; thence northwesterly parallel with the west line of Reserve "F" in said Rennick Addition, an arc length of 4.03, a radius of 135.00 feet, a chord length of 4.03 feet and a chord bearing of N54°09'06"W to the Point of Reverse Curvature (PRC) of a curve to the right; thence northwesterly parallel with the west line of said Lot 47, an arc length of 80.20 feet, a radius of 165.00 feet, a chord length of 79.41 feet and a chord bearing of N41°05'01"W; thence N88°54'26"E perpendicular to the east line of said Lot 47, 24.96 feet to a point in a non-tangent curve to the left; thence southeasterly parallel with the west line of said Lot 47, an arc length of 58.53 feet, a radius of 143.00 feet, a chord length of 58.12 feet and a chord bearing of S43°16'59"E to the PRC of a curve to the right; thence southeasterly parallel with the west line of said Reserve "F" an arc length 30.45 feet, a radius of 157.00 feet, a chord length of 30.41 feet and a chord bearing of S49°27'03"E to a point in the south line of said Lot 47; thence S88°54'26"W coincident with the south line of said Lot 47, 32.46 feet to the point of beginning.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on April 28, 2022, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described platted building setback, and the public will suffer no loss or inconvenience thereby.

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

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

5. The vacation of the described portion of a platted building setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 21st day of June, 2022, ordered that the described portion of building setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

CITY OF WICHITA, KANSAS

_____
Brandon J. Whipple, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Jennifer Magana, City Attorney and Director of Law

EXCERPT MINUTES OF THE MAY 19, 2022 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

3.5 **VAC2022-00011:** Request in the City to Vacate a portion of a platted setback to permit parking (associated with CON2022-00007 for ancillary parking) on property zoned SF-5 Single-Family Residential; generally located on the north side of West 45th Street North and within one-quarter mile west of North Hoover Road.

RECOMMENDED ACTION: **APPROVED 5-0**

Generally described as vacating a portion of the platted front building setback on Lot 47, Block A, Rennick Addition, Sedgwick County, Kansas.

The applicant is requesting a vacation of a portion of the platted 25-foot front yard building setback on the SF-5 Single-Family Residential zoned Lot 47, Block A, the Rennick Addition; subject site.. The subject setback runs parallel to the east side of North Ridge Port Street. The Rennick Addition was recorded with the Register of Deeds on April 6, 2021. This vacation request is associated with CON2022-00007, a Conditional Use to allow ancillary parking for a clubhouse and pool in the abutting SF-5 zoned Reserve F, Rennick Addition; see also VAC2022-00010, vacation of plattor's text of a platted reserve to allow a clubhouse and pool.

The applicant has stated that if they had known that a neighborhood swimming pool, a club house and ancillary parking was going to be part of the development the subject site would have been platted as a reserve for ancillary parking with zero setback. As it is the subject lot is not going to be developed for a single-family residence but is going to function like a reserve. The proposed 3-foot setback will allow for the required parking lot landscaping.

There are no public utilities in the in the setback. Evergy has no objection but is in the process of starting the installation of underground equipment and lines to this area of Rennick and specifically the subject site, Lot 47, Block A, Rennick Addition. Evergy requires that the applicant verify that the area they are wanting to vacate is not in conflict with that new installation. A map of the Work Order is attached also to show location we will be installing. Conditions #2, #3 & #4 cover all utilities. Heide Bryan is the Evergy Subdivision Representative for this area and can be contacted at (316)-261-6354.

Based upon information available prior to the public hearing and reserving the right to make recommendations based on subsequent comments from Public Works, Storm Water, Water and Sewer, Traffic, Fire, franchised utility representatives and other interested parties, Planning Staff has listed the following considerations (but not limited to) associated with the request to vacate the described portion of the platted setback.

1. That after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, the MAPC makes the following findings:

1. That due and legal notice has been given by publication as required by law, in the Wichita Eagle, of notice of this vacation proceeding one time April 28, 2022, which was at least 20 days prior to this public hearing.

2. That no private rights will be injured or endangered by vacating the described portion of the building setback, and that the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner, the prayer of the petition ought to be granted.

Conditions (but not limited to) associated with the request:

1. Vacate the current portion of front building setback of Lot 47, Block A, and provide Planning Staff with revised legal description for a 3-foot building setback on a Word document, via e-mail, to be used on the Vacation Order and Vacation Petition. All provided to Planning prior to the case going to the Wichita City Council for final action.

2. Abandonment or relocation/reconstruction of any/all utilities made necessary by the development of the property shall be to City Standards and shall be the responsibility and at the expense of the applicant. As needed provide approval from franchised utilities for the relocation of franchised utilities. All to be provided to the Planning Department prior to this case going to City Council for final action.

3. Provide any needed easements for utilities. These must be provided to Planning prior to the case going to City Council for final action and subsequent recording with the Vacation Order at the Register of Deeds.

4. All improvements shall be according to City Standards and at the applicant's expense.

5. Per MAPC Policy Statement #7, all conditions are to be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

SUBDIVISION COMMITTEE'S RECOMMENDED ACTION

The Subdivision Committee recommends approval subject to the following conditions:

(1) Vacate the current portion of front building setback of Lot 47, Block A, and provide Planning Staff with revised legal description for a 3-foot building setback on a Word document, via e-mail, to be used on the Vacation Order and Vacation Petition. All provided to Planning prior to the case going to the Wichita City Council for final action.

(2) Abandonment or relocation/reconstruction of any/all utilities made necessary by the development of the property shall be to City Standards and shall be the responsibility and at the expense of the applicant. As needed provide approval from franchised utilities for the relocation of franchised utilities. All to be provided to the Planning Department prior to this case going to City Council for final action.

(3) Provide any needed easements for utilities. These must be provided to Planning prior to the case going to City Council for final action and subsequent recording with the Vacation Order at the Register of Deeds.

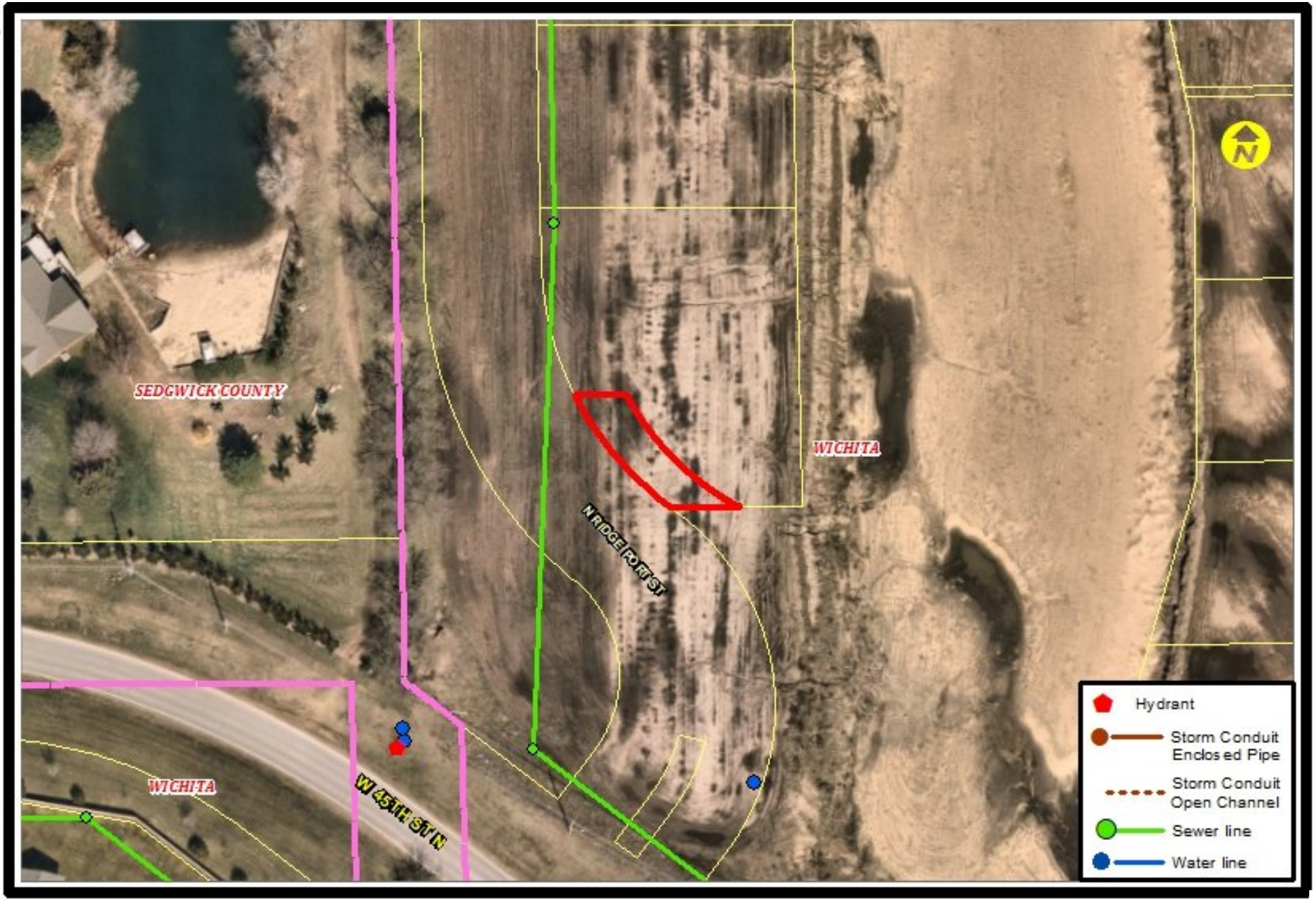
(4) All improvements shall be according to City Standards and at the applicant's expense.

(5) Per MAPC Policy Statement #7, all conditions are to be completed within one year of approval by the MAPC or the vacation request will be considered null and void. All vacation requests are not

complete until the Wichita City Council or the Sedgwick County Board of County Commissioners have taken final action on the request and the vacation order and all required documents have been provided to the City, County and/or franchised utilities and the necessary documents have been recorded with the Register of Deeds.

MOTION: To approve subject to the recommendation of the Subdivision Committee and staff recommendation.

HARTMAN moved, **BLICK** seconded the motion, and it carried (11-0).


SEDGWICK COUNTY
WICHITA
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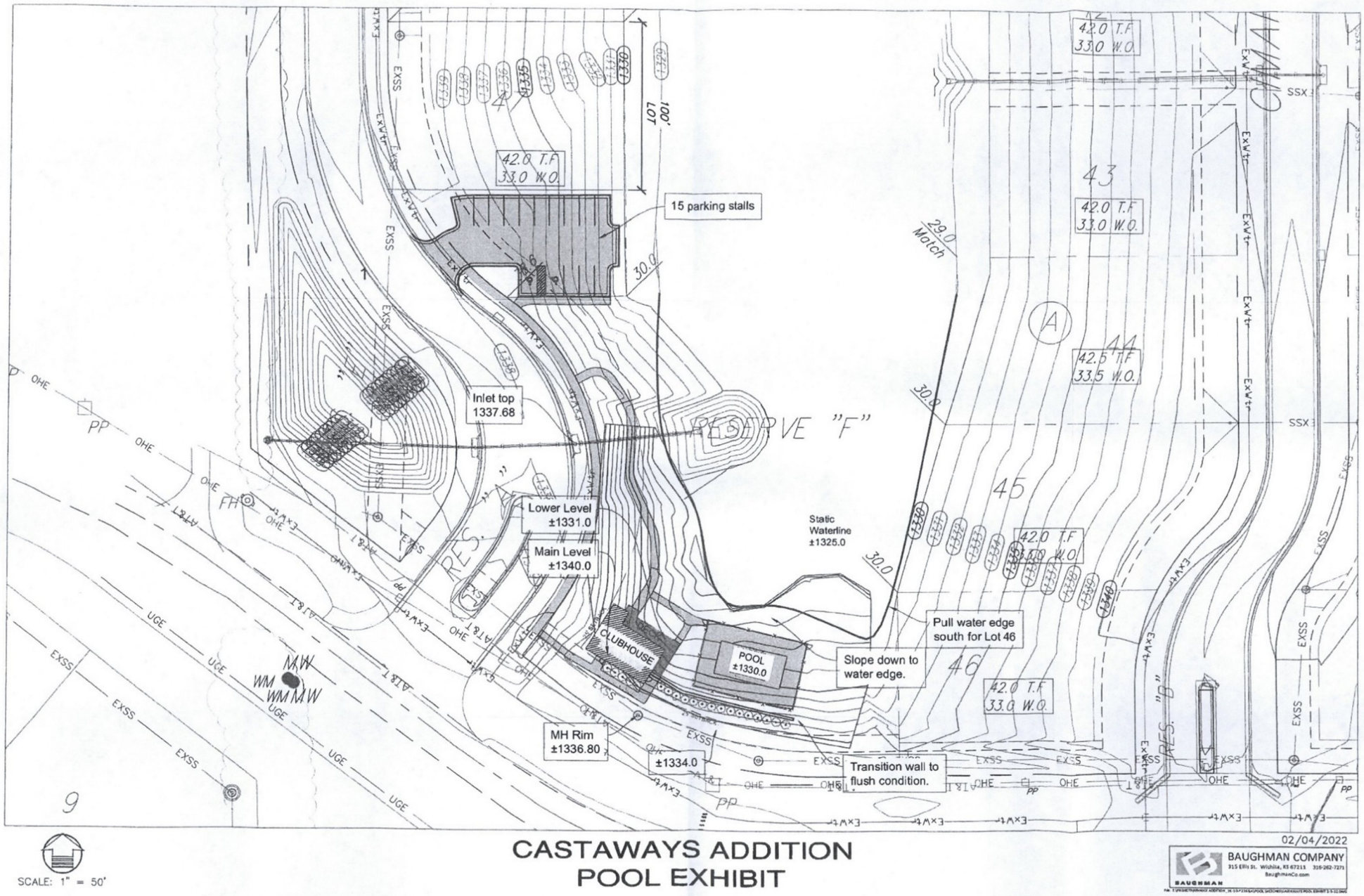
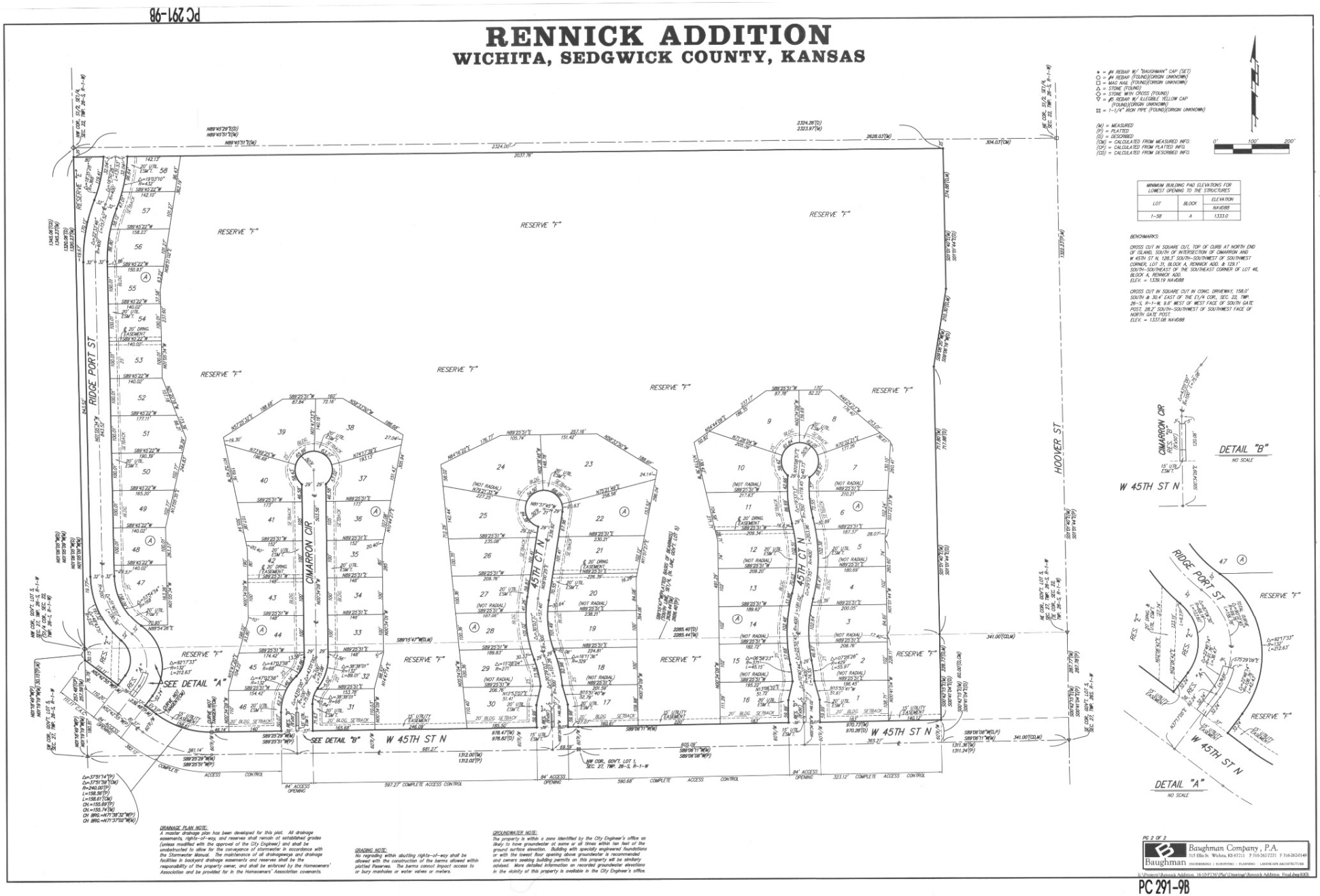
Hydrant
Storm Conduit Enclosed Pipe
Storm Conduit Open Channel
Sewer line
Water line



CASTAWAYS ADDITION
POOL EXHIBIT



PC 291-98

PC 291-98

LEGAL DESCRIPTION FOR VACATION OF BUILDING SETBACK IN A PORTION OF LOT 47, BLOCK A

A portion of the 25.00 foot wide Building Setback lying within Lot 47, Block A, Rennick Addition, Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 47; thence N88°54'26"E coincident with the south line of said Lot 47, 4.99 feet to a point in a non-tangent curve to the left and for a point of beginning; thence northwesterly parallel with the west line of Reserve "F" in said Rennick Addition, an arc length of 4.03, a radius of 135.00 feet, a chord length of 4.03 feet and a chord bearing of N54°09'06"W to the Point of Reverse Curvature (PRC) of a curve to the right; thence northwesterly parallel with the west line of said Lot 47, an arc length of 80.20 feet, a radius of 165.00 feet, a chord length of 79.41 feet and a chord bearing of N41°05'01"W; thence N88°54'26"E perpendicular to the east line of said Lot 47, 24.96 feet to a point in a non-tangent curve to the left; thence southeasterly parallel with the west line of said Lot 47, an arc length of 58.53 feet, a radius of 143.00 feet, a chord length of 58.12 feet and a chord bearing of S43°16'59"E to the PRC of a curve to the right; thence southeasterly parallel with the west line of said Reserve "F" an arc length 30.45 feet, a radius of 157.00 feet, a chord length of 30.41 feet and a chord bearing of S49°27'03"E to a point in the south line of said Lot 47; thence S88°54'26"W coincident with the south line of said Lot 47, 32.46 feet to the point of beginning.

City of Wichita
City Council Meeting
June 21, 2022

TO: Wichita Airport Authority

SUBJECT: Issuance of Airport Special Facilities Revenue Bonds (Garver, LLC) (District IV)

INITIATED BY: City Manager's Office – Development Services

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Adopt the Resolution and authorize the necessary signatures.

Background: On April 6, 2021, the Airport Authority approved a Letter of Intent to issue Airport Special Facilities Revenue Bonds (ASFRBs) for Garver, LLC in an amount not to exceed $1,200,000 for the renovation and equipping of an office facility located at Dwight D. Eisenhower Airport. Now Garver is requesting the issuance of bonds in an amount not to exceed $1,200,000.

Analysis: Founded in 1919, Garver, LLC (Garver), is an employee-owned multi-disciplined engineering, planning, architecture and environmental services firm with more than 800 employees nationwide. Services offered are focused on aviation, construction, facilities design, federal projects, surveying, transportation and water and wastewater facilities.

Garver relocated from a facility at 8535 East 21st Street North to 1995 Midfield Road at Dwight D. Eisenhower National Airport. This 17,634 square-foot facility has been remodeled to accommodate Garver's engineers who are largely focused on aviation work. The company currently has 31 employees in Wichita and intends to add 29 new jobs as a result of this project with average annual wages in excess of $75,000.

Financial Considerations: Garver agrees to pay all costs of the City relative to the issuance of the bonds. The company also agrees to pay the City's $2,500 annual administrative service fee for the term of the bonds. Garver will be responsible for private placement of the bonds.

The company received a sales tax exemption on construction materials and any furnishings, fixture and equipment purchased as part of the project. Property on Airport Authority land is exempt from property tax.

Legal Considerations: Bond documents needed for the issuance of the bonds have been prepared by bond counsel, Gilmore & Bell P.C. The City's Law Department will review and approve the final form of bond documents prior to the issuance of any bonds.

Recommendations/Actions: It is recommended the Wichita Airport Authority adopt the Resolution and authorize the necessary signatures.

Attachment: Resolution

GILMORE & BELL, P.C.
MAY 12, 2022

RESOLUTION NO. 22-283

OF THE WICHITA AIRPORT AUTHORITY

AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED $1,200,000
TAXABLE AIRPORT SPECIAL FACILITIES REVENUE BONDS
SERIES B, 2022
(GARVER PROJECT)

RESOLUTION NO. 22-283

A RESOLUTION AUTHORIZING THE WICHITA AIRPORT AUTHORITY TO ISSUE ITS TAXABLE AIRPORT SPECIAL FACILITIES REVENUE BONDS, SERIES B, 2022 (GARVER PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE RENOVATION, FURNISHING AND EQUIPPING OF A PROFESSIONAL SERVICES OFFICE BUILDING TO BE LOCATED ON THE WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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

WHEREAS, pursuant to the provisions of K.S.A. 3-153 *et seq.* (the "Act"), the Authority is authorized to issue revenue bonds for the acquisition, construction, alteration, improvement, or enlargement of any revenue-producing facility located on Dwight D. Eisenhower National Airport or Colonel James Jabara Airport; and

WHEREAS, the City Council of the City of Wichita, Kansas (the "City"), pursuant to the provisions of K.S.A. 3-163 *et seq.*, as amended by Charter Resolution No. 178 of the City, serves as governing body of the Authority (the "Governing Body"); and

WHEREAS, pursuant to Resolution No. 21-092 adopted on April 6, 2021, the Governing Body has determined it to be advisable and in the best interests of the City and the Authority that Taxable Airport Special Facilities Revenue Bonds of the Authority be authorized and issued, in one or more series, in an aggregate principal amount not to exceed $1,200,000 to provide funds to pay the costs for the renovation, furnishing and equipping of a professional services office building (the "Project"), located at 1995 Midfield Road on Dwight D. Eisenhower National Airport and leased by the Authority to Garver, LLC, an Arkansas limited liability company (the "Tenant"); and

WHEREAS, Resolution No. 21-092 was duly published as required by the Act in the *Wichita Eagle*, the official newspaper of the Authority, on April 26, 2021, May 3, 2021 and May 10, 2021; and

WHEREAS, the Governing Body hereby determines that it is desirable to issue its Taxable Airport Special Facilities Revenue Bonds, Series B, 2022 (Garver Project) in the aggregate principal amount not to exceed $1,200,000 (the "Series B, 2022 Bonds"), for the purpose of paying the costs of the Project; and

WHEREAS, the Series B, 2022 Bonds will be paid solely from a pledge of the revenues to be received by the Authority from the lease or operation of the Project, and determined that such revenues will be sufficient to retire such bonds; and

WHEREAS, the Governing Body finds that it is necessary and desirable in connection with the issuance of the Series B, 2022 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

(i) a Trust Indenture dated as of July 1, 2022 (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series B, 2022 Bonds;

(ii) a Supplemental Agreement No. 1 dated as of July 12, 2022, supplementing and amending the Use and Lease Agreement dated as of March 16, 2021 (collectively, the "Lease"), with the Tenant, under which the Authority will acquire, construct and equip the Project and lease it to the Tenant in consideration of Facilities Rent and other payments; and

(iii) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series B, 2022 Bonds by the Authority to Garver, LLC (the "Purchaser").

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE WICHITA AIRPORT AUTHORITY:

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

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

Section 3. **Authorization of and Security for the Bonds**. The Authority is authorized and directed to issue the Series B, 2022 Bonds, to be designated "City of Wichita Kansas Airport Special Facilities Revenue Bonds, Series B, 2022 (Garver Project)" in the aggregate principal amount not to exceed $1,200,000, for the purpose of providing funds to pay the costs of the Project. The Series B, 2022 Bonds will be dated and bear interest, will mature and be payable at such times, will be in such forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series B, 2022 Bonds will be special limited obligations of the Authority payable solely from the Trust Estate under the Indenture, including revenues derived from the lease of the Project (exclusive of Land Rent) and not from any other source.

Section 4. **Authorization of Indenture**. The Authority is authorized to enter into the Indenture with the Trustee in the form approved in this Resolution. The Authority will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series B, 2022 Bonds on the terms and conditions in the Indenture.

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

Section 6. **Authorization of Bond Purchase Agreement**. The Authority is authorized to sell the Series B, 2022 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Resolution.

Section 7. **Execution of Bonds and Bond Documents**. The Mayor of the Governing Body is authorized and directed to execute the Series B, 2022 Bonds and deliver them to the Trustee for authentication on behalf of the Authority in the manner provided by the Act and in the Indenture. The Mayor or member of the Governing Body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence is further authorized and directed to execute and deliver the Bond Documents on behalf of the Authority in substantially the forms presented for review prior to final passage of this Resolution, with such corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Resolution and the Bond Documents. The City Clerk or the Deputy City Clerk of the City is hereby

authorized and directed to attest the execution of the Series B, 2022 Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Resolution under the Authority's corporate seal.

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

Section 9. **Further Authority**. The officials, officers, agents and employees of the City and the Authority are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Resolution and to carry out and perform the duties of the Authority with respect to the Series B, 2022 Bonds and the Bond Documents.

Section 10. **Effective Date**. This Resolution shall take effect after its final passage by the Governing Body.

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ADOPTED by the City Council of the City of Wichita, Kansas, acting as governing body of The Wichita Airport Authority, on June 21, 2022.

(SEAL)

_____
Brandon J. Whipple, Mayor of the City of Wichita, Kansas

ATTEST:

_____
Karen Sublett, City Clerk and Secretary of the Authority

APPROVED AS TO FORM:

_____
Jennifer Magaña, Director of Law and City Attorney

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

503186.20019\BOND RESOLUTION

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Resolution No. 22-283 of the, The Wichita Airport Authority, adopted by the City Council of the City of Wichita, Kansas, acting as the governing body of The Wichita Airport Authority, and signed by the Mayor, and that the signed original of such Resolution is on file in my office.

[SEAL]

_____

Karen Sublett, City Clerk

503186.20019\BOND RESOLUTION

EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE WICHITA AIRPORT AUTHORITY
HELD ON JUNE 21, 2022

The City Council of the City of Wichita, Kansas, acting as governing body of The Wichita Airport Authority (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)

Thereupon, there was presented a Resolution entitled:

A RESOLUTION AUTHORIZING THE WICHITA AIRPORT AUTHORITY TO ISSUE ITS TAXABLE AIRPORT SPECIAL FACILITIES REVENUE BONDS, SERIES B, 2022 (GARVER PROJECT) FOR THE PURPOSE OF PAYING THE COSTS OF THE RENOVATION, FURNISHING AND EQUIPPING OF A PROFESSIONAL SERVICES OFFICE BUILDING TO BE LOCATED ON THE WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

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. 22-283 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, acting as governing body of The Wichita Airport Authority, 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

503186.20019\BOND RESOLUTION

City of Wichita
City Council Meeting
June 21, 2022

TO: Wichita Airport Authority

SUBJECT: Rockwell Collins Inc.
Use and Lease Agreement - 1955 Midfield Road
Supplemental Agreement No. 9 - 1991 Airport Road
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the agreement and supplemental agreement.

Background: Since April 5, 1993, Rockwell Collins Inc. (Rockwell) has leased from the Wichita Airport Authority (WAA), a 9,629 square-foot facility located at 1991 Airport Road on the Wichita Dwight D. Eisenhower National Airport. The facility is used for offices and storage of reconditioned avionics equipment.

Analysis: Rockwell will enter into a new agreement to lease an office and warehouse facility located at 1955 Midfield Road on the Airport. The total size of the office building is 15,470 square feet. The facility has been available for lease since the previous tenant, Pratt & Whitney Engine Services, Inc., vacated the premises on September 30, 2021. Under the terms of this agreement, the WAA agrees to make certain interior and exterior improvements to the property. Interior improvements will be completed by October 1, 2022, allowing Rockwell to begin the interior building fit-out. Exterior improvements, including drainage and paving, will be completed by December 2022. Once Rockwell's building fit-out is completed at the 1955 Midfield Road location, it will begin operating at the new location, and the agreement for the property at 1991 Airport Road will terminate. The term of the new agreement is a five-year period with three, five-year renewal options, effective October 1, 2022.

Financial Considerations: During the building fit-out, there will be no rent due for the first six months of the initial lease term. Rent will begin on the seventh month, or sooner in the event the building fit-out is done prior to the six-month period. The rent for the 15,470 square-foot facility will be $6.50 per square-foot. The annual revenue to the WAA for the new agreement is $100,555. This is a 110% increase compared to the previous lease for 1991 Airport Road. Real estate broker services were provided by J.P. Weigand, and a commission fee of 3% will be paid to J.P. Weigand and Sons, Inc. for the initial five-year term only.

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

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

Attachment: Use and Lease Agreement for 1955 Midfield Road and Supplemental Agreement No. 9 for 1991 Airport Road.

USE AND LEASE AGREEMENT

by and between

WICHITA AIRPORT AUTHORITY

and

ROCKWELL COLLINS, INC.

at the

Wichita Dwight D. Eisenhower National Airport
1955 Midfield Road
Wichita, Kansas

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THIS USE AND LEASE AGREEMENT ("Agreement") is entered into this **June 21, 2022**, between the Wichita Airport Authority, Wichita, Kansas ("LANDLORD") and Rockwell Collins, Inc., Federal Tax Identification #52-2314475 ("TENANT"), or collectively referred to as the ("Parties") to this Agreement.

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

WHEREAS, LANDLORD owns, operates, regulates, administers, and maintains the Dwight D. Eisenhower National Airport ("Airport"); and

WHEREAS, TENANT is an individual, or an entity authorized to operate in the state of Kansas that desires to lease land and improvements ("Premises") defined below on the Airport from LANDLORD under the terms and conditions set forth in this Agreement for design, production and support of aircraft avionics and interiors; and

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

1. PREMISES

a. LANDLORD does hereby agree to let to TENANT, and TENANT does hereby agree to rent from LANDLORD certain real property located at the **Dwight D. Eisenhower National Airport, 1955 Midfield Road**, Wichita, Kansas consisting more or less of 15,470 sq. ft. of Office Building, land and vehicle parking lot ("Premises"), as shown on the attached **Exhibit "A"**.

b. The taking of possession of the Premises by TENANT shall in itself constitute acknowledgement that the Premises are in good and tenantable condition, and TENANT agrees to accept Premises in its presently existing condition, "as is," "where is," and that LANDLORD shall not be obligated to make any improvements or modifications to the Premises.

c. Prior to the Commencement Date (as defined below) Landlord shall perform and manage, at its sole cost and expense, certain interior improvements in the Building as set forth on Exhibit C attached hereto and made a part hereof. In addition to the foregoing, Landlord shall perform and manage, at its sole cost and expense, certain exterior improvements on the Premises as set forth on Exhibit B attached hereto and made a part hereof, which shall be completed by December 31, 2022.

2. TERM

a. Initial Term. The Initial Term of this Agreement shall commence ("Commencement Date") on **October 1, 2022**, and shall continue for a period of five (5) years ("Initial Term"), with the Initial Term expiring on **September 30, 2027**, unless otherwise renewed or terminated under provisions agreed to herein. Tenant shall have options to renew the term of this Lease for three (3) additional consecutive periods of five (5) years each, upon the same terms as contained herein, except that Basic Rent for each renewal term shall be payable in accordance with Section 3 below.

b. LANDLORD shall provide not more than an initial six (6) calendar months free of Basic Rent ("Basic Rent Abatement Period"). The beginning of the Basic Rent Abatement Period starts at the time of the Commencement Date. Basic Rent will begin at the end of the Basic Rent Abatement Period (the "Basic Rent Start Date"), or in the event the TENANT's Building Fit-Out is substantially completed and the Premises are ready for TENANT's occupancy earlier than six (6) calendar months following the Commencement Date, then the Basic Rent Start Date shall occur upon substantial completion of TENANT's Building Fit-Out. The LANDLORD looks to TENANT to determine "substantial completion" of TENANT's Building Fit-out, however, other than for purposes of Building Fit-Out, TENANT shall not occupy or utilize any portion of the Premises for the conduct of its business operations, in whole or in part, until the Basic Rent Start Date.

- The first Option Term shall commence on **October 1, 2027** and expire on **September 30, 2032**.
- The second Option Term shall commence on **October 1, 2032** and expire on **September 30, 2037**.
- The third Option Term shall commence on **October 1, 2037** and expire on **September 30, 2042**.

3. BASIC RENT DURING TERM AND OPTION TERMS

a. Basic Rent is due on the first day of each month, without demand or invoicing, for the Premises as set forth herein. Basic Rent during the Term and Option Terms are set out in the tables provided below:

	BASIC RENT						
	1955 Midfield Road						
	Total of 15,470 sq. ft.						
	Term	**Year**			**Rate Per Sq. Ft.**	**Annual**	**Monthly**
	Intial Term - Building Fit-Out	10/1/2022	-	3/31/2023	$0.00	$0.00	$0.00
	If Building Fit-Out Completed Prior to 02/28/2023 then Monthly Basic Rent Shall Be:						$8,379.58
*	Initial Term	4/1/2023	-	9/30/2027	$6.50	$100,555.00	$8,379.58
	First Option Term	10/1/2027	-	9/30/2032	$6.70	$103,649.00	$8,637.42
	Second Option Term	10/1/2032	-	9/30/2037	$6.90	$106,743.00	$8,895.25
	Third Option Term	10/1/2037	-	9/30/2042	$7.11	$109,991.70	$9,165.98
	*****Annualized value of monthly payments for the partial year as noted.						

b. LANDLORD shall provide not more than an initial six (6) calendar months free of Basic Rent ("Basic Rent Abatement Period"). The beginning of the Rent Abatement Period starts at the time of the Lease Commencement Date (the "Commencement Date"). Basic Rent would begin at the end of the Basic Rent Abatement Period (the "Basic Rent Start Date"), or in the event the TENANT's Building Fit-Out is substantially completed for the Premises and the Premises are ready for TENANT's occupancy earlier than six (6) calendar months following the Commencement Date, then the Basic Rent Start Date will occur upon substantial completion of TENANT's Building Fit-Out. The LANDLORD looks to TENANT to determine "substantial completion" of TENANT's Building Fit-out, however, other than for purposes of Building Fit-Out, TENANT shall not occupy or utilize any portion of the Premises for the conduct of its business operations, in whole or in part, until the Basic Rent Start Date.

4. PAYMENT PROCEDURE

a. TENANT shall pay to LANDLORD in advance on or before the first day of each month, without demand or invoicing, for rental for the Premises as established in SECTION 3 BASIC RENT of this Agreement. TENANT shall pay to LANDLORD all other fees within thirty (30) calendar days of the date of invoices of all amounts due as set forth in this Agreement. In the event TENANT fails to make payment within ten (10) calendar days of the dates due as set forth in this Agreement, and after LANDLORD has provided TENANT with written notice and TENANT does not make payment within seven (7) calendar days after the date said notice is received, then LANDLORD, may charge TENANT a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LANDLORD in attempting to obtain payment. If LANDLORD does not receive payment within seven (7) calendar days of the date of receipt of said written notice, then the monthly service charge shall retroactively commence on the date the payment was originally due.

b. TENANT shall make all payments to the Wichita Airport Authority in a form acceptable to LANDLORD. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

or such other address as designated in writing by LANDLORD.

c. Bills, notices and invoices may be delivered to the TENANT by mail, email, or personal delivery at:

Raytheon Technologies Realty, Inc.
One Farm Springs Road
Farmington, CT 06032
Attn: Counsel, Real Estate
Email: David.gorman@RTX.com

For invoices: realestate@collins.com

or such other address as designated in writing by TENANT.

5. TENANT'S IDENTITY

TENANT must be a natural person or a state franchised business entity (such as a corporation, partnership, limited liability company, or a joint venture) under State of Kansas Law and is registered with the Kansas Secretary of State.

6. COMMON USE

a. LANDLORD grants the TENANT, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available on a non-exclusive use basis, according to the discretionary operational decisions of LANDLORD. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the TENANT or of any other tenant on the Airport. TENANT shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

b. LANDLORD reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in SECTION 46, General Provisions, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LANDLORD.

7. PERMITTED USE OF PREMISES

TENANT shall have the right of ingress and egress, in common with others for the benefit of its employees, invitees, contractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to TENANT's approved activities, including but not limited to conducting business within normal course, and for no other purposes except as may be approved in writing by LANDLORD. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute, the Premises shall be used and occupied for design, production and support of avionics, some aircraft interior and other services incidental or related thereto.

8. PROHIBITED USE OF PREMISES

a. The Premises shall not be used for any purpose not expressly allowed in SECTION 7 PERMITTED USE OF PREMISES. The following operations, services or concessions shall be specifically prohibited upon or from the Premises or any other location on the Airport:

1) Commercial catering, restaurant and/or lounge concessions;
2) Commercial (for hire) ground transportation;
3) Commercial "paid" parking;
4) Commercial hotel or lodging;
5) Commercial outdoor advertising;
6) Sale of non-aviation or non-aeronautical products and services;
7) Revenue-producing communication systems or systems not directly applicable to TENANT's operations on the Premises;
8) Automobile rental business or franchise;
9) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motorcycle, recreational vehicle, or other non-aviation or non-aircraft service and support vehicle or equipment; provided, that parking of customers' personal automobiles while the customers are traveling is not prohibited; and
10) Any activity reasonably considered by LANDLORD not to be aeronautical services, aviation purposes or purposes incidental or related thereto and the support and administration thereof.

b. TENANT, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, shall not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as defined and described in this Agreement, unless such is provided for by a separate written approval or amendment to this Agreement, and subject to approval by LANDLORD.

9. TENANT'S RIGHTS AND PRIVILEGES

a. TENANT shall have the following rights and privileges on the Premises and on the Airport:

1) Those rights and privileges specifically authorized under this Agreement;
2) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of TENANT's lawful business;
3) The right of ingress and egress to and from the Premises, which rights shall extend to TENANT's customers, agents, invitees, contractors, representatives and employees; subject, however, to all reasonable regulations;
4) The right in common with others authorized to do so, the use of Common Use areas of the Airport, consisting of but not limited to public roadways, and streets;

5) The right to conduct TENANT's business operations as permitted in SECTION 7 on the Premises without unreasonable disruption or interference; and

6) All other rights and privileges expressly granted to TENANT under the terms and conditions of this Agreement.

10. LANDLORD'S RIGHTS AND PRIVILEGES

a. LANDLORD expressly reserves from the Premises:

1) Mineral Rights. All gas, oil and mineral rights in and under the soil.

2) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.

3) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LANDLORD or any tenant will result from the exercise of this right.

4) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.

5) Entry and Inspection of Premises. The right of LANDLORD, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:

6) Inspection. To inspect at reasonable intervals during regular business hours, and with reasonable prior notice, to determine whether TENANT has complied, and is complying with the terms and conditions of this Agreement. To inspect without notice at any time in case of emergency, apparent or imminent emergency or urgency, or lawful investigation the Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations, and airport standard operating procedures; and

7) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.

8) General Provisions. The right to exercise any and all rights set out in SECTION 46 GENERAL PROVISIONS.

9) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

b. Provided that exercise by LANDLORD of any such reserved rights 1) through 9) shall be without expense to the TENANT and shall not unreasonably or materially interfere with TENANT's use of the Premises and shall not unreasonably delay TENANT in the exercise of its rights, or the performance of its duties hereunder, or increase the costs of such performance.

11. NON-INTERFERENCE WITH AIRPORT OPERATIONS

a. TENANT covenants and agrees that it shall not cause, consent to, or allow to be caused on the Premises:

1) Any activity or condition which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall TENANT use or permit the Premises to be used in any manner which might interfere with the ground movement, landing and take-off of aircraft from the Airport, or otherwise constitute a hazard or nuisance to the general public, or to LANDLORD's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants; and

2) Any activity or condition which shall materially or adversely affect, infringe upon, block, or interrupt the operations and business activity of other airport tenant leaseholds; and

3) Any activity or condition resulting in damage, destruction, or interruption of water, sewer, electric, gas, communications or data utility facilities and services, or to fire detection and suppression systems; and

4) The storage of flammable or combustible materials except as allowed by LANDLORD under this Agreement, and only in accordance with applicable federal, state, and local laws and ordinances, and applicable fire, building, and safety codes; and

5) Any activity or condition causing, or which may cause, the LANDLORD to become in conflict or violation of any relevant provisions of 14 CFR Part 139, or 49 CFR Part 1542; and

6) Any activity or condition causing, or which may cause a violation of 14 CFR Part 77 *Safe, Efficient Use and Preservation of the Navigable Airspace*, or applicable sections of Chapter 28.08 of the City of Wichita and Sedgwick County *AIRPORT HAZARD ZONING CODE;* and

7) Any activity or condition causing, or which may cause or create electronic interference of aeronautical communications or navigational signals between aircraft and ground based equipment.

12. COOPERATION WITH AIRPORT DEVELOPMENT

TENANT understands and agrees that LANDLORD may pursue Airport development, improvements and maintenance activities from time-to-time that may directly or indirectly affect the Premises and other areas of the Airport. TENANT agrees to work cooperatively and in good faith with the LANDLORD and other tenants and contractors in development, improvement and maintenance activities to minimize or mitigate any disruptions. If requested by the LANDLORD, TENANT shall cooperate with and reasonably assist the LANDLORD to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities, provided that nothing herein shall

obligate TENANT to perform or pay for any development, improvement, or maintenance pursued by LANDLORD without the prior written agreement of the Parties. LANDLORD may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as reasonable means of ingress and egress to the Airport are maintained to the greatest extent practical, provided that TENANT shall be entitled to an equitable abatement of rent for any period where ingress or egress to the Premises is suspended, or in the event that the Airport is closed and/or air traffic to and from the Airport is suspended for a period longer than seven calendar (7) days. LANDLORD may temporarily close runways, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Exercise by LANDLORD of any such Airport development, improvement, or maintenance shall be paid by LANDLORD. TENANT shall not be entitled to any compensation for loss of revenue, business interruption, relocation, temporary storage rental, additional labor costs, additional increased fuel costs, cycles on engines, or any other expense attributable to the development, improvement, or maintenance on the Airport.

13. FUTURE ALTERATION AND IMPROVEMENT STANDARDS

a. TENANT may construct facilities and improvements on the Premises subject to the LANDLORD's prior written approval of TENANT's proposed plans and specifications, which approval shall not be unreasonably withheld or delayed. All construction shall be performed in a good and skilled manner with adherence to the terms and conditions of this Agreement, and all applicable federal, state, and local rules, regulations, codes, and Airport Standard Operating Procedures.

b. TENANT agrees to pay all costs incurred in connection with construction of any future structures, facilities, improvements, additions or alterations unless otherwise expressly agreed to in writing by the TENANT and LANDLORD. TENANT agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. TENANT shall have no right, authority, or power to bind LANDLORD or any interest of LANDLORD in the Premises for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises.

c. Before beginning new construction, TENANT shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to any improvement that exceeds fifty thousand dollars ($50,000) in cost constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. The statute of limitations on all such bonds shall be for a minimum of two (2) years from project completion.

d. For improvement that exceeds fifty thousand dollars ($50,000) constructed on the Premises, TENANT shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value. Builder's Risk coverages shall be in effect from the date of the construction notice-to-proceed and continue in force until all financial interest ceases. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LANDLORD's reasonable approval.

e. No construction, development or subsequent activities shall be allowed on the Premises causing adverse drainage issues such as erosion, blocking the flow of stormwater flow, or introducing stormwater flow across the leasehold of other Airport tenants. No stormwater runoff shall be allowed to leave the Premises except as may be allowed, and in the manner prescribed or approved, in advance by the LANDLORD and subject to the design of a licensed civil engineer.

f. Inaccurate or false certifications under this Section shall be a breach of this Agreement which the Parties agree may only be remedied by specific performance whenever discovered. TENANT's obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement.

g. Additions or alterations must be designed and constructed in a manner that will not weaken or compromise the structural strength, or reduce the value or functionality of the Premises or existing improvements thereon. Any approvals issued under this Section shall be deemed approvals of the Wichita Airport Authority, as LANDLORD, in its capacity as the property owner and landlord, but shall not be deemed approvals as required for local zoning codes, local building codes, or any other approval or permit required by the Sedgwick County Metropolitan Area Building and Construction Department. Notwithstanding any other indemnity provision, TENANT shall indemnify and hold the LANDLORD harmless for any liability for regulatory or governmental approvals or the failure to obtain the same in connection with TENANT's alterations and improvements. TENANT shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all Facilities on the Premises.

h. If required by LANDLORD, TENANT agrees to furnish a letter to LANDLORD warranting that:

1) The improvements have been completed in accordance with the plans and specifications;
2) The improvements have been completed in a good and skilled manner;
3) No liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements;
4) All improvements constituting a part of the project are located or installed upon the Premises; and
5) The actual total construction cost of the approved project.

14. CONSTRUCTION COSTS REIMBURSED BY TENANT

a. TENANT agrees to pay LANDLORD within thirty (30) days calendar days of actual receipt of LANDLORD's invoice to perform and manage interior improvements at TENANT's sole cost and expense as set forth and shown on **Exhibit B** attached hereto. All cost and billing by LANDLORD will include a ten percent (10%) administrative fee. The fee will be applied to the total cost incurred by LANDLORD. The fee represents the LANDLORD's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. It does not include a profit component. Failure of TENANT to reimburse LANDLORD for the invoiced amount shall constitute a default of this Agreement by the terms of SECTION 35, TERMINATION BY LANDLORD.

b. If at any time during the term of this Agreement, TENANT desires to have LANDLORD provide construction improvements on TENANT's behalf, and LANDLORD agrees to provide such improvements, the following process and procedures shall be followed.

1) TENANT shall consult with LANDLORD, and LANDLORD shall then develop and provide to TENANT a scope of work and a preliminary cost estimate for the construction improvements. Upon TENANT's written acceptance of the scope of work and preliminary cost estimate, LANDLORD shall proceed with design. At the conclusion of the design phase, an updated cost estimate will be provided to TENANT. Upon TENANT's written acceptance of the updated cost estimate, LANDLORD shall proceed with bidding the work and, using bid values, provide a final cost estimate to TENANT. Upon TENANT's written acceptance of the final cost estimate, LANDLORD shall invoice TENANT and TENANT will prepay the estimated costs. Should TENANT not accept any cost estimate, this process will be terminated and LANDLORD shall not proceed with the construction improvements, and will invoice TENANT for the costs already incurred, including design and estimating work.

2) If there are change orders required during the course of the construction improvements, LANDLORD shall provide to TENANT a description of the work along with a cost proposal from the contractor. Upon TENANT's written acceptance of the cost proposal, LANDLORD shall invoice TENANT, and TENANT will prepay the costs.

3) Once the construction improvements are complete and final costs are known, LANDLORD shall provide TENANT a reconciliation of actual costs compared to prepayments made by TENANT. If actuals costs exceed the prepayments, TENANT will pay the difference to LANDLORD. If the prepayments exceed the actual costs, LANDLORD will reimburse TENANT. The required reconciliation payment from one party to the other will be made within thirty (30) calendar days from the date of the reconciliation statement.

4) All cost estimates and billing by LANDLORD will include a twelve percent (12%) administrative fee. The fee will be applied to the total cost incurred by LANDLORD in providing the construction improvements. The fee represents the LANDLORD's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. It does not include a profit component.

5) TENANT agrees to pay all billings from LANDLORD hereunder within thirty (30) calendar days of actual receipt of LANDLORD's invoice. Failure of TENANT to reimburse LANDLORD for the invoiced amount shall constitute a default of this Agreement by the terms of SECTION 35, TERMINATION BY LANDLORD.

15. CONSTRUCTION INSPECTIONS

LANDLORD shall have the right at any reasonable time prior to the completion of any TENANT construction of facilities and improvements or future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with LANDLORD approved plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with LANDLORD approved plans and specifications, upon receipt of written notice from LANDLORD, TENANT shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications. However, LANDLORD has no duty to undertake such inspections, and LANDLORD shall not be held to any duty of care regarding such inspections, if conducted.

16. REMOVAL AND DEMOLITION

TENANT shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LANDLORD, which may, at its discretion, condition such consent upon the obligation of TENANT replacing the same by a reasonable improvement specified in such consent. TENANT shall obtain from LANDLORD written consent and conditions before commencing demolition. Failure to obtain this consent shall entitle the LANDLORD to such compensation as is necessary to restore the affected improvements.

17. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

a. It is understood and agreed by the Parties that title to the Premises and to all existing and future structures, facilities, improvements, and fixtures shall be, and shall remain, exclusively with LANDLORD, the Wichita Airport Authority.

b. The term "fixtures", whenever used in this Agreement, shall be construed to include all fixed systems and equipment erected or installed upon the Premises, including but not limited to fencing, grading and pavement, underground wires, cables, pipes, building mechanical systems, conduits, drains and drainages, and all other property of every kind and nature which is permanently affixed to the Premises.

c. TENANT may, without cost to LANDLORD, furnish and install non-affixed furniture, movable partitions, decorations, systems, accessories, equipment, and tools necessary to conduct its business, which shall be defined as and status retained as Personal Property. Title/ownership to non-affixed, or temporarily affixed, Personal Property shall remain with TENANT.

d. All facilities, structures, improvements, alterations, additions, and fixtures permanently affixed to the Premises, shall remain upon and be surrendered with the Premises as a part thereof, on any termination or expiration of this Agreement, for any cause, and shall remain the property of the LANDLORD.

e. All non-affixed furniture, movable partitions, decorations, systems, accessories, equipment, and tools shall retain their status as the TENANT's Personal Property, and shall be removed by TENANT upon termination of the Agreement, unless permission to abandon the same is sought and obtained in writing from LANDLORD.

18. LIENS

a. TENANT shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon as a result of work done by or on behalf of TENANT at the Premises. Should actions or inactions of the TENANT cause any lien to be placed on the Premises or any improvements thereon, TENANT shall bond against or discharge the same within thirty (30) calendar days after actual notice of the same from any source, whether from LANDLORD or otherwise, and provide written proof of discharge or bonding to LANDLORD within that time. This obligation includes, but is not limited to, tax liens, and liens arising out of or because of any financing, construction or installation performed by or on behalf of TENANT or any of its contractors or subcontractors upon TENANT'S Premises, or due to the performance or lack of performance of any work or labor to it or them at said Premises, or the furnishing of any materials to it or them for use at said Premises.

b. TENANT acknowledges that TENANT acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LANDLORD, improvements are for the benefit and enhancement of TENANT'S use of the Premises. TENANT has no agency authority to act on behalf of LANDLORD for any such construction. TENANT may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent and conditions of the LANDLORD.

c. LANDLORD may consent, upon TENANT's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as security for financing of TENANT'S activities on the Premises, which assignment is intended to be a present transfer to such lender of all of TENANT'S rights to collect and receive rents and charges from approved customers, users, operators, subtenants and permitees. Lender(s) shall have no rights to assign this Agreement without the prior written consent of the LANDLORD as required under SECTION 30 ASSIGNMENT. Upon TENANT'S written consent, LANDLORD agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the TENANT under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the TENANT of its obligations under this Agreement.

19. TAXES, LICENSES AND PERMITS

a. The Parties acknowledge that new facilities are not eligible for a sales tax exemption certificate on materials and furnishings directly through the Wichita Airport Authority. New facilities may be financed with the proceeds of Airport Special Facilities Revenue Bonds to qualify for a sales tax exemption certificate on materials and furnishings. In the event such bonds are issued, the Parties agree to amend this Agreement as necessary to provide for the issuance and payment of such bonds.

b. TENANT agrees to pay all present and future taxes, or in lieu of taxes, special assessments now or hereafter levied or assessed upon: 1) the Premises and facilities; 2) the property owned or possessed by TENANT and situated on the Premises; and 3) TENANT's interest in or use of the Premises. TENANT shall defend, indemnify and save LANDLORD, the Wichita Airport Authority, and the City of Wichita, Kansas harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

c. TENANT shall promptly pay all taxes, excises, license fees and permit fees of whatever nature lawfully due and applicable to its operation on the Premises. TENANT may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. TENANT shall keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. TENANT represents and warrants to LANDLORD that it has obtained all licenses, franchises, operating certificates, or other agreements or permits necessary to operate TENANT'S operation in accordance with the terms of this Agreement, and TENANT covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

d. TENANT shall pay all lawful taxes and assessments which, during the Term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of TENANT acquired in this Agreement, or any taxable possessory right which TENANT may have in or to the leased Premises, including any improvements or facilities located on the Premises.

e. TENANT shall pay all lawful taxes and assessments on taxable property, real or personal, owned by TENANT in and about said Premises.

f. Nothing in this Section shall prevent TENANT from contesting the legality, validity or application of any such tax or assessment to the full extent TENANT may be lawfully entitled so to do.

20. MAINTENANCE AND REPAIR BY LANDLORD

LANDLORD, at its sole expense, shall be responsible for the following Major Repair/Replacement on the Premises:

1) Exterior of structures shall include but is not limited to the roof and roof membranes, exterior facade and siding, exterior windows, exterior walls, gutters, downspouts, foundation and load bearing structures of the building;
2) Parking lot pavement;
3) Major electrical replacement;
4) Major plumbing/sewer repair/replacement; and
5) Major mechanical systems, including heating, ventilation and air conditioning (HVAC) replacement, fire sprinkler, fire alarm repair/replacement.

21. MAINTENANCE AND REPAIR BY TENANT

a. TENANT shall maintain and keep in good repair, at its sole cost and expense, the interior and exterior of Premises and all its improvements in their original condition, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. TENANT, at its sole expense, shall be responsible for the following Minor Maintenance/Repair exclusively on the Premises:

1) Interior of the Premises including, but not limited floor systems cleaning, decorations, equipment and furnishings;
2) Telephone system, communication and data cables, conduit and accessories for TENANT's use within the Premises;
3) All janitorial services and supplies, and daily routine Premises cleaning to keep the Premises in good and tenantable condition;
4) Exterior and interior window cleaning;
5) Exterior signage and branding;
6) Trash removal;
7) Lawn care, landscaping and sprinkler system maintenance and repairs that are considered minor maintenance;
8) Snow removal;
9) Door hardware locks and keys;
10) Electrical repairs that are considered minor maintenance; i.e. ballast, light bulb replacement, switch and outlet replacement;
11) Plumbing repairs that are considered minor maintenance; i.e. plumbing fixtures and sewer clean-out;
12) HVAC repairs that are considered minor maintenance; i.e. filter replacements, fan motors, control boards, preventative maintenance. TENANT shall obtain and maintain a preventative maintenance contract for the HVAC systems serving the Premises to provide routine maintenance and inspection of such systems;
13) Fire sprinkler annual inspection and repairs that are considered minor maintenance;
14) Fire alarm annual inspection and repairs that are considered minor maintenance;
15) Equipment and personal property on site not associated with the operation of the building i.e. shop air compressor; and
16) Repairs due to negligence of TENANT.

b. Should TENANT not meet the established maintenance and repair obligations for all improvements, subject to the notice and cure rights set forth herein, LANDLORD may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at TENANT's expense. A twelve percent (12%) administrative fee shall be charged on any task that is performed by the LANDLORD or its agent on behalf of TENANT upon thirty (30) calendar days prior written notice of its intent to do so. The fee shall be applied to the total cost incurred by the LANDLORD in performing the task. The fee represents the LANDLORD's cost to

manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LANDLORD shall charge the same cost to the expense of TENANT and a twenty percent (20%) administrative fee.

22. UTILITIES

a. TENANT shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by TENANT at or upon the Premises with no responsibility or expense accruing or ascribed to LANDLORD, including all permits, licenses or authorizations necessary in connection therewith. Such payments by TENANT shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LANDLORD, then in this event, TENANT shall pay those costs to LANDLORD within thirty (30) calendar days after receipt of LANDLORD's invoice. LANDLORD agrees that any such costs invoiced to TENANT will be based on the rates charged to LANDLORD by utility supplier, plus reasonable capital and administrative recovery costs. If TENANT is allowed by LANDLORD to encroach over areas reserved for installation and operation of utilities, then TENANT shall bear all responsibility for restoration of TENANT's own property and improvements in case of repairs by the LANDLORD or the utility owner.

b. The TENANT hereby waives any claims it may have against LANDLORD in LANDLORD's capacity as utility provider, for defects, failures, or reduced, diminished, or cessation of service furnished by LANDLORD or its suppliers, provided LANDLORD diligently works to remedy the same after notice from TENANT, and LANDLORD further reserves the right to temporarily terminate the supply, or shutdown utilities to, from, or upon the leased Premises if reasonably necessitated for purposes of repairs, replacement, modifications, extensions, or threats to public health, welfare, and safety.

c. If TENANT requires utilities beyond what is currently available, TENANT agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

d. The LANDLORD reserves for itself, and its utility providers, the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of TENANT. The LANDLORD shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible, any unreasonable interference or interruption to TENANT'S operations.

e. TENANT shall design and install all utilities used by TENANT subject to the express approval of the LANDLORD prior to installation. All utilities, including but not limited to, electrical, gas, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all conduits or ducts installed shall be considered fixtures as defined under SECTION 17 TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LANDLORD. All utility facilities installations shall meet the requirements of SECTION 13 FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

f. Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. TENANT shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of TENANT's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LANDLORD upon the LANDLORD's request.

23. SNOW AND ICE CONTROL

a. TENANT shall be responsible for all snow and ice removal on the Premises defined as follows:

1) Shall engage in snow and ice removal only within TENANT's Premises.
2) Snow removal operations shall not block or interrupt the business of other Airport tenant leaseholds.
3) Shall not move or deposit snow piles off the Premises onto public streets or roadways.
4) Landside areas shall be maintained to a winter surface condition safe for employees and the public accessing the Premises.
5) The use of urea is expressly forbidden by City of Wichita Storm Water Discharge regulations.
6) Commercially available road salt, magnesium chloride, calcium chloride, and other materials must be approved by the manufacturer for pavement deicing purposes.
7) Snow piles and accumulation may be stored on designated and pre-approved locations on the Premises so long as such piles or accumulations comply with the provisions from the Standard of Operating Procedures.
8) All snow and ice removal contractors shall maintain a general liability insurance policy of not less than $1,000,000 limit, naming TENANT, WICHITA AIRPORT AUTHORITY, and the CITY OF WICHITA as additional insureds.

b. LANDLORD shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

24. FIRE EQUIPMENT AND SYSTEMS

a. TENANT shall furnish and maintain at its sole expense on the Premises, fully and continuously operational heat and/or smoke detection devices, fire suppression systems, and portable fire extinguishing equipment as may be required by City and State codes and insurance underwriters.

b. TENANT shall immediately notify the LANDLORD if any heat and/or smoke detection devices, or fire suppression systems are out of operation for more than twenty-four (24) hours.

c. TENANT shall maintain the sole duty and obligation to insure that all heat and/or smoke detection and fire suppression systems are inspected, maintained, and functional in accordance with local and state fire codes.

25. EXTERIOR SIGNS AND ADVERTISING

a. TENANT agrees that no exterior signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LANDLORD, which approval shall not be unreasonably withheld or unduly delayed.

b. TENANT shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting TENANT's right to enter into an agreement with LANDLORD's authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

c. TENANT shall have no right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

26. PORTABLE STORAGE CONTAINERS/STRUCTURES

a. Unless specifically approved in writing, and under conditions specified by LANDLORD, TENANT shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure. Unless specifically approved, and under conditions specified by LANDLORD, TENANT shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

b. LANDLORD will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

27. ENVIRONMENTAL ASSESSMENT

a. "Phase-I" and/or "Phase-II" environmental site assessments, as applicable, shall be conducted, at TENANT's expense, by an environmental consultant satisfactory to the LANDLORD and TENANT within sixty (60) calendar days prior to the cancellation, termination or assignment of this Agreement, and a copy of these reports shall be promptly provided to the LANDLORD and TENANT. If any contamination of the Premises has occurred through TENANT's fault or negligence, or the fault or negligence of a TENANT supplier, agent or contractor, TENANT shall be required to re-establish the Premises in accordance with applicable law in a timely manner and reasonably acceptable to LANDLORD. Furthermore, TENANT shall remain liable for an substances released by TENANT or its agents, contractors, invitees or employees in, on under or in the vicinity of the Premises to the extent such substances are not yet regulated but which are known to be under evaluation by applicable government authorities for regulation.

b. Nothing in this Section shall be construed to hold TENANT liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the migration, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the TENANT's activity on the Premises.

28. ENVIRONMENTAL COVENANTS

a. The TENANT hereby covenants that it shall not cause or permit its agents, contractors, invitees or employees to cause, any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises or within the vicinity, other than in the ordinary course of business and in compliance with all applicable laws. Furthermore, TENANT shall not permit any release of Hazardous Substances within the building controlled by TENANT.

b. The term "Hazardous Substance" as used in this Agreement shall mean any toxic or hazardous substance, material or waste or any pollutant or contaminant or infectious or radioactive material, including but not limited to those substances, materials or wastes regulated now or in the future under any of the statutes or regulations listed below and any and all of those substances included within the definitions of "hazardous substances", "hazardous materials", "hazardous waste", "hazardous chemical substance or mixture", "imminently hazardous chemical substance or mixture", "toxic substances", "hazardous air pollutant", "toxic pollutant" or "solid waste" in the statues or regulations listed below. Hazardous Substances shall also mean any and all other similar terms defined in other federal state and local laws, statutes, regulations, orders or rules and materials and wastes which are, or in the future become, regulated under applicable local, state or federal law for the protection of health or the environment or which are classified as hazardous or toxic substances, materials or waste, pollutants or contaminants, as defined, listed or regulated by any federal, state or local law, regulation or order or by common law decision, including, without limitation, (i) trichloroethylene, tetrachloroethylene, perchloroethylene and other chlorinated solvents, (ii) any petroleum products or fractions thereof, (iii) asbestos, (iv) polychlorinated biphenyls, (v) flammable explosives, (vi) urea formaldehyde, and (vii) radioactive materials and waste.

c. In addition, a Hazardous Substance shall include: a "Hazardous Substance", "Hazardous Material", "Hazardous Waste", or "Toxic Substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq., or the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.

d. In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LANDLORD, the TENANT hereby agrees to indemnify and hold harmless the LANDLORD and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LANDLORD or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Lease Agreement of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any

Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the TENANT, or persons within the control of the TENANT, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the TENANT (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

e. If, during the Term of this Agreement, the TENANT receives any notice of:

1) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the TENANT's operations thereon; or

2) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the TENANT from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE"), the TENANT shall immediately notify the LANDLORD in writing of said notice.

f. The LANDLORD shall have the right, but not the obligation, and without limitation of the LANDLORD's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the TENANT and/or which, in the reasonable judgment of the LANDLORD, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the TENANT or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the TENANT (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LANDLORD in the exercise of any such rights shall be payable by the TENANT, within 15 calendar days of written demand by LANDLORD.

g. If an event of default shall have occurred and be continuing with regard to the foregoing environmental covenants, the TENANT at the request of the LANDLORD shall perform, at the TENANT's expense, an environmental audit, and if reasonably deemed necessary by the LANDLORD, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the TENANT with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant reasonably satisfactory to the LANDLORD, and all environmental audits and environmental risk assessments must be reasonably satisfactory to the LANDLORD. Should the TENANT fail to perform any such environmental audit or risk assessment within 90 calendar days of the written request of the LANDLORD, the LANDLORD shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LANDLORD in the exercise of such rights shall be payable by the TENANT on demand.

h. Neither TENANT nor LANDLORD shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls, or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The TENANT shall defend, indemnify, and save the LANDLORD and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the TENANT by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the TENANT, or persons within its control. The LANDLORD shall defend, indemnify, and save the TENANT harmless from all costs and expenses (including consequential damages) asserted or proven against the LANDLORD by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LANDLORD, or persons within its control.

i. Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LANDLORD hereby agrees to indemnify and hold harmless the TENANT from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the TENANT by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the Term of this Agreement and the period prior to the Term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release

was caused by the TENANT, or persons within the control of the TENANT, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the TENANT (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LANDLORD).

j. Environmental compliance shall not be limited to those items noted within this Agreement but shall include any current or future federal, state, or local law, statute or regulation, that may be required of TENANT's operation (storage or use of Substances (hazardous or otherwise), activities of TENANT's employees or contracted vendor's etc.). TENANT shall provide LANDLORD upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

k. The provisions of this Section shall survive the termination of this Agreement.

29. OWNERSHIP

TENANT shall retain a minimum of fifty one percent (51%) of company ownership interest as it exists at the time of execution of this Agreement for a minimum of three (3) years after the Agreement Commencement Date. If such ownership interest changes outside this parameter during this three (3) year period, the LANDLORD shall have the right to void the Agreement and negotiate a new agreement with the new or modified ownership entity at prevailing market terms for land and facilities.

30. ASSIGNMENT

a. Except for an intra-company assignment, re-organization, or transfer to a parent "holding" company, affiliate or subsidiary, TENANT shall have no right to assign, delegate, or transfer its tenancy, or any of its rights or duties pursuant to this Agreement without the prior written consent of LANDLORD. For purposes of this Section, an assignment, transfer, or delegation shall include any transaction involving a change of twenty-five percent (25%) or more in the ownership interest in the TENANT entity. Prior to LANDLORD's consideration of any assignment, the LANDLORD shall evaluate, and then consent or withhold consent of assignment to any proposed assignee based, in part, on the following: 1) historically successful operational experience; 2) capability and willingness to satisfy the requirements of financial capabilities; and, 3) creditworthiness and credit history of the proposed assignee, however, notwithstanding the foregoing, LANDLORD's consent shall not be unreasonably withheld or unduly delayed. Any assignment, transfer of ownership interest or delegation so made by TENANT, and so permitted by LANDLORD, shall be subject to all terms, conditions, and other provisions of this Agreement. Any attempted assignment, transfer of ownership interest, or delegation in violation of this Section shall be void and have no force or effect

whatsoever, and at LANDLORD's sole discretion, is grounds for Termination by LANDLORD under SECTION 35 TERMINATION BY LANDLORD of this Agreement.

b. An Agreement Assignment Fee of two-thousand and five hundred dollars ($2,500.00) shall be paid to the LANDLORD in conjunction with any Agreement assignment to a third party assignee. This Agreement Assignment Fee shall be paid to the Wichita Airport Authority prior to, or at the time of transfer transaction closing.

31. SUBLEASING, PERMITTING AND CONTRACTING

a. LESSEE shall not sublease, rent, or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation on the Premises without the prior written consent of LESSOR, not to be unreasonably withheld or delayed, and then consent may be granted by LESSOR only under the following conditions:

1) All sublease(s) must comply with Sections 7 PERMITTED USE OF PREMISES and 8 PROHIBITED USE OF PREMISES of this Agreement, and shall be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

2) LESSEE must keep current records on file and available for LESSOR'S inspection that describes the nature, and documents the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

3) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, or as may be amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

4) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR shall look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

5) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

6) Any arrangements and terms must be in the form of a written instrument, must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR. LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of a leased Premises, or to provide any type of commercial or non-commercial activity, operation or services, or not specifically allowed under this Agreement, on the leased Premises without having first presented the LESSOR with a proposed sublease agreement or operating permit for review, and received the prior written approval of the LESSOR.

7) In such cases where the LESSOR does grant written approval, the LESSEE shall pay to the LESSOR in lump-sum payment or monthly payments over the term of the sublease, an amount equal to fifty percent (50%) of the difference between those gross rent due to LESSOR by LESSEE, and the gross rent paid to the LESSEE by the subtenant for the Premises subleased.

b. This Section is not intended to apply to such contracts for the provision of goods and services by LESSEE to its customers and clients as are common, nor such contracts which may be entered from time-to-time for the provision of goods and services to the LESSEE, or for services of a maintenance and repair nature, so long as such contracts do not involve the subleasing of the Premises or portions thereof.

32. LIABILITY INSURANCE

a. TENANT shall procure, maintain and carry, at its sole cost, in accordance with and for the Term of this Agreement all insurance, as required per the amounts as set forth in this Section. Insurance shall be furnished by a company meeting the reasonable approval of the LANDLORD. Policy deductible amounts also require reasonable approval of the LANDLORD.

b. Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LANDLORD in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LANDLORD, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LANDLORD prior to occupancy. LANDLORD retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the TENANT'S use of the Premises. All policy deductibles shall be shown on the certificate of insurance and meet the approval of the LANDLORD.

c. The failure of LANDLORD to reject the TENANT'S proffered insurance shall not be deemed to constitute an acceptance by the LANDLORD of deficient insurance coverage. If the TENANT fails to procure or maintain any of the specified coverages, the LANDLORD has the right, but not the obligation, to secure the coverage and charge the cost to the TENANT along with a 20% administrative fee.

d. The TENANT shall be responsible for determining the types and limits of insurance coverage required by any approved subtenant, permittee or contractor of the TENANT commensurate with the type of activity and associated risk levels. At a minimum, any SUBTENANT shall carry Workers' Compensation, general liability (minimum of $1,000,000 per occurrence) and automobile liability (minimum of $500,000 combined single limit). TENANT shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the subtenant's general liability policy.

e. The requirements, procurement and carrying of the required insurance shall not limit any of the TENANT's obligations or liability under this Agreement or as a matter of law.

f. Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LANDLORD to be the lowest insured amounts acceptable under this Agreement. The TENANT is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the TENANT's determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

g. Insurance shall include the following terms, conditions and minimum limits:

1) <u>WORKERS' COMPENSATION</u>
TENANT shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

2) AUTOMOBILE LIABILITY

TENANT shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	$1,000,000 Each Accident

3) COMMERCIAL GENERAL LIABILITY

TENANT shall maintain commercial general liability insurance on an occurrence form which shall include on-going operations, product/completed operations (minimum of two years following the project completion) and personal and advertising injury, and liability assumed under contract. Minimum limits, as outlined herein, shall be:

Annual Aggregate	$2,000,000
Each Occurrence	$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

h. TENANT agrees that in the event of future changes in the law or upon notice by the LANDLORD, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

i. TENANT agrees, prior to the commencement of the Agreement, to provide LANDLORD with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LANDLORD are supplied by TENANT. TENANT shall provide LANDLORD updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing twelve month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 35 TERMINATION BY LANDLORD.

j. TENANT shall be solely responsible, and at its sole discretion, for obtaining insurance policies that provide coverage for losses of TENANT-owned personal property. LANDLORD shall not provide such insurance coverage for TENANT-owned personal property, or be responsible for payment of TENANT's cost for such insurance.

33. ALL RISK PROPERTY INSURANCE

a. TENANT, at its expense, throughout the Term of this Agreement, shall cause any facilities, structures, fixtures and improvements on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, and sewer backup, and shall furnish LANDLORD a certificate evidencing such insurance. The first dollar proceeds of any payments made under such insurance policy or policies shall be used to replace, restore, rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found in Section 42 DAMAGE OR DESTRUCTION. TENANT agrees, prior to the commencement of the Agreement, to provide LANDLORD with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until policies of insurance satisfactory to LANDLORD are supplied by TENANT.

b. No self-insurance nor large deductible policies will be accepted for any of the required coverages.

c. TENANT shall provide LANDLORD updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this SECTION for the ensuing twelve (12) month period. Failure to continuously maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement.

d. TENANT shall be solely responsible for obtaining insurance policies that provide coverage for losses or damage of TENANT-owned (personal) property. LANDLORD shall not provide such insurance coverage for TENANT-owned (personal) property, or be responsible for payment of TENANT's cost for such insurance.

34. SUBROGATION

a. LANDLORD hereby waives any and all rights of recovery against TENANT for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LANDLORD, from causes then included under any of LANDLORD's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of TENANT, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LANDLORD coverage.

b. TENANT hereby waives any and all rights of recovery against LANDLORD for or arising out of damage to or destruction of any property of TENANT from causes then included under any of TENANT's property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LANDLORD, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

35. TERMINATION BY LANDLORD

a. The LANDLORD, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving TENANT written notice in the event of default by TENANT under this Agreement failing to be resolved in less than sixty (60) calendar days after the TENANT's receipt of written notice of such event of default and opportunity to cure from the LANDLORD, upon or after the happening of any one of the following events:

1) TENANT shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and TENANT is thereafter adjudicated bankrupt pursuant to such proceedings;
2) A court shall take jurisdiction of TENANT and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
3) Receiver of TENANT's assets shall be appointed;
4) TENANT shall be divested of its estate herein by other operation of law;
5) TENANT shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of TENANT are to be performed, kept or observed.

b. If any such condition or default cannot reasonably be corrected within the sixty (60) calendar day period, and TENANT has demonstrated due diligence with respect to curing said default, then, at the LANDLORD's sole discretion, such cure period may be extended for consecutive periods of thirty (30) calendar days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and expire at the end of the thirty (30) calendar day extension then in effect.

c. Acceptance of rent by LANDLORD for any period or periods after a notice of default is issued by LANDLORD of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by TENANT shall not be deemed a waiver of any other right on the part of LANDLORD to terminate this Agreement for failure by TENANT so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LANDLORD of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by TENANT, shall be construed to be or act as

a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by TENANT.

36. TERMINATION BY TENANT

a. The TENANT, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LANDLORD written notice in the event of default by LANDLORD under this Agreement continuing for more than sixty (60) calendar days after the LANDLORD's receipt of written notice of such event of default and opportunity to cure from the TENANT, upon or after the happening of any one of the following events:

1) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for aeronautical purposes and the remaining in full force of such permanent injunction for a period of at least one hundred and eighty (180) calendar days;

2) Inability of the TENANT to use, for a period in excess of one hundred and eighty (180) calendar days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy;

3) LANDLORD shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LANDLORD are to be performed, kept or observed, then:

i. TENANT may give LANDLORD written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) calendar days after receipt of such notice by LANDLORD, TENANT may terminate this Agreement and the Term hereof shall cease and expire at the end of such sixty (60) calendar days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the sixty (60) day period and LANDLORD has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 calendar days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the Term shall cease and expire at the end of the thirty (30) day extension then in effect;

4) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the TENANT for a period of one hundred and eighty (180) calendar days from operating on and within the facility;

5) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in SECTION 42 DAMAGE OR DESTRUCTION.

37. GRANTING OF EASEMENTS

TENANT shall not grant easements, licenses and other rights or privileges in the nature of easements with respect to any land on the Airport, or release existing easements, licenses, right-of-ways and other rights or privileges; and, TENANT agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by TENANT of: a copy of the instrument of grant or release or of the agreement or other arrangement; and, a written application signed by the LANDLORD requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of TENANT, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. TENANT shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LANDLORD for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LANDLORD. The obligations of this Section shall survive termination of this Agreement.

38. RULES AND REGULATIONS

a. TENANT, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Airport or TENANT's operations conducted hereunder.

b. LANDLORD shall not be liable to TENANT for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall TENANT be entitled to terminate this Agreement nor be entitled to seek any damages from LANDLORD by reason thereof unless exercise of such authority shall so interfere with TENANT's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in SECTION 36 TERMINATION BY TENANT.

39. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES

LANDLORD may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the TENANT agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated, and thereafter during the Term of this Agreement, shall not have the effect of imposing upon TENANT the requirements of additional facilities, services or standards beyond those set forth after the Commencement Date of this Agreement.

40. ENCROACHERS, TRESPASSERS AND OTHER THIRD PARTY HAZARDS

TENANT shall lawfully remove, or cause to be removed by LANDLORD or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

41. INDEMNITY

a. To the extent allowed by law TENANT, shall protect, defend and hold LANDLORD and the City of Wichita and its officers, elected officials, agents, employees, contractors, subcontractors, licensees and invitees, harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to the use or occupancy of the Premises or the acts or omissions of TENANT's officers, stockholders, directors, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence or intentional misconduct of LANDLORD. The LANDLORD shall give to TENANT reasonable notice of any such claims or actions.

b. To the extent allowed by law, LANDLORD shall protect, defend and hold TENANT, its officers, stockholders, directors, members, managers, agents and employees harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to the use or occupancy of the Premises or the acts of omissions of LANDLORD's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence or intentional misconduct of TENANT. The TENANT shall give LANDLORD reasonable notice of any such claims or actions.

c. Should TENANT, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LANDLORD be cited for a fine or penalty for such violation, TENANT agrees to reimburse LANDLORD for any monetary fine or penalty which may be imposed on LANDLORD. However, nothing herein shall prevent the TENANT from contesting the legality, validity or application of such fine or penalty to the full extent TENANT may be lawfully entitled, nor require LANDLORD to pursue such a contest on TENANT's behalf.

d. The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during TENANT's occupancy of the Premises. The TENANT shall use counsel reasonably acceptable to LANDLORD in carrying out its obligations in this Section.

42. DAMAGE OR DESTRUCTION

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the Term of this Agreement, this Agreement shall remain in full force and effect and TENANT shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as TENANT may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be first applied to cover the cost of such repairs or restoration. In alternative, and in LANDLORD's discretion to allow and TENANT's election to exercise, LANDLORD may elect Basic Rent abatement based on the proportion of the facility not available for TENANT's use. TENANT may be released from this Agreement upon payment of all demolition and removal costs for damaged or destroyed improvements and payment therefor at the fair market value.

43. CONDEMNATION

a. If, during the Term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, TENANT shall, within fifteen (15) calendar days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LANDLORD in writing as to the nature and extent of such condemnation and whether it is practicable for TENANT to acquire or construct substitute improvements, or whether TENANT shall elect to terminate this Agreement.

b. If TENANT shall determine that such substitution is practicable and desirable and LANDLORD agrees thereto, TENANT shall forthwith proceed with and complete with reasonable dispatch the acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the Parties in pro-rata distributions as their interests may appear based upon Agreement Term remaining and the fair market value of each Party's interest at the time the proceeds are received.

c. If TENANT shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the Parties in pro-rata distributions as their interests may appear based upon the Agreement Term remaining, and the fair market value of each Party's interest at the time the proceeds are received.

d. LANDLORD shall cooperate fully with TENANT in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event shall TENANT or LANDLORD voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other Party to this Agreement.

44. MODIFICATIONS FOR GRANTING FAA FUNDS

In the event that the LANDLORD determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and TENANT agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LANDLORD to fully comply with federal grant assurances and directives, and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of TENANT hereunder.

45. NONDISCRIMINATION

The TENANT agrees that it shall not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The TENANT agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

46. GENERAL PROVISIONS

LANDLORD shall not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

Brokerage Fees. No Brokerage Fees apply when the subject property is leased by the existing tenant. Brokerage Fees may apply when the property is an unleased building or undeveloped land.

Operation of Airport by the United States of America. This Agreement and all the provisions hereof shall be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

14 CFR Part 77 of Federal Aviation Regulations. TENANT agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. TENANT by accepting this Agreement expressly agrees for itself, its successors and assignees, it shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which shall exceed such maximum height as may be stipulated by LANDLORD. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions shall govern the maximum height to be stipulated by LANDLORD. In the event the aforesaid covenants are breached, LANDLORD reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which shall be at the expense of TENANT and without liability to LANDLORD.

Airspace. There is hereby reserved to LANDLORD, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight shall include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LANDLORD shall result from the exercise of this right.

Easement for Flight. TENANT releases LANDLORD from any present or future liability whatsoever and covenants not to sue LANDLORD for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief.

It is further agreed that LANDLORD shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LANDLORD reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. TENANT accepts the Premises subject to the risks and activities hereinabove described.

Airport Hazards. TENANT by accepting this Agreement agrees for itself, its successors and assigns, that it shall not make use of the Premises in any manner which may interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement Term is breached, LANDLORD reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of TENANT without liability to LANDLORD of any kind.

Federal Aviation Administration Requirements. LANDLORD and TENANT agree that the requirements of the FAA set out below are approved by both Parties, and if applicable, TENANT agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The TENANT, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land that in the event Facilities are constructed, maintained or otherwise operated on the Premises for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the TENANT shall maintain and operate such Facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The TENANT, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the Land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said Facilities, (2) that in the construction of any improvements on, over, or under such Land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the TENANT shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The TENANT assures that it shall 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 TENANT 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 TENANT assures that it shall require that its covered suborganizations provide assurances to the TENANT that they similarly shall undertake affirmative action programs, and that they shall require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958. Rights granted under the Agreement are nonexclusive and that LANDLORD reserves the right to grant similar rights and privileges to other tenants and operators in accordance with 49 USC 47107 – Section 308 (a) of Federal Aviation Act of 1982.

(e) TENANT agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that TENANT may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LANDLORD reserves the right (but shall not be obligated to TENANT) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of TENANT in this regard.

(g) LANDLORD reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of TENANT, and without interference or hindrance.

(h) LANDLORD reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent TENANT from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LANDLORD, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LANDLORD shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this Agreement shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.

(k) There is hereby reserved to LANDLORD, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LANDLORD and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LANDLORD and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LANDLORD for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LANDLORD covenants that it has no known existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either Party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other Party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other Party.

Captions. The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability and Invalid Provisions. In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LANDLORD or the TENANT in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The Parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No manager, member, officer, stockholder, director, agent or employee of either Party to this Agreement shall be charged personally, or held contractually liable by or to the other Party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties hereto where permitted by this Agreement.

Time of Essence. Time is of the essence in this Agreement.

Relationship of the Parties. It is understood TENANT is not in any way or for any purpose a partner or joint venturer with or an agent of LANDLORD. TENANT shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. LANDLORD and TENANT hereby agree that this Agreement shall not be construed or interpreted in favor of either Party on the basis of preparation.

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

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

Kansas Laws to Govern. This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

47. FORCE MAJEURE

Anything contained in this Agreement to the contrary notwithstanding, neither Party shall be deemed in default with respect to the performance of any of the terms, covenants, and conditions of this Agreement if non-performance shall be due to any "Act of God" or "Force Majeure" which terms are defined for purposes of this Agreement as strikes, lockouts, civil commotion, riots, material or labor restrictions by any governmental authority, explosions, earthquakes, fire, floods, catastrophic weather events, catastrophic pandemic, acts of the public enemy, wars, acts of terrorism, or insurrections. The occurrence of any Act of God or Force Majeure shall be excused for the period of the delay thus occasioned and the period for performance of any such acts shall be extended for a period equivalent to the period of such delay.

48. QUIET ENJOYMENT

LANDLORD agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of TENANT to be performed in this Agreement, TENANT shall have the right to peaceably occupy and enjoy the Premises, subject however, to the provisions otherwise set out in this Agreement.

49. HOLD OVER

In the event TENANT holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal, shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, upon the same terms as the original Lease Agreement, which may be terminated within thirty (30) day's written notice by LANDLORD or TENANT to the other.

50. SURRENDER OF POSSESSION AND RESTORATION

a. TENANT shall yield and deliver to LANDLORD possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with TENANT's obligations in this Agreement, except for reasonable wear and tear. TENANT is relieved of financial responsibility for fire or other casualty for which full insurance compensation has been paid as agreed. TENANT shall, at its expense, deliver the Premises in good order and condition, including:

1) cleaning and hauling away all supplies and trash;
2) remove and legally transport and dispose of all fuel storage and dispensing facilities, equipment and systems and auxiliary and ancillary appurtenances thereto;
3) removing by legal means all materials or other substances classified as hazardous;
4) leaving in operating condition all bulbs and ballasts in Exclusive Use areas;
5) replacing all broken glass; and
6) return to LANDLORD all keys and security access and ID media to all doors and gates.

b. TENANT, at TENANT's expense, shall remove prior to the termination or expiration of this Agreement all trade fixtures, racking systems, non-attached equipment and personal property placed by TENANT on or about the Premises herein leased, subject to TENANT's repairing any damage thereto caused by such removal and subject to any valid lien which LANDLORD may have on that property for unpaid rents, expenses or fees.

c. In the event TENANT does not remove all of its equipment and personal property within thirty (30) calendar days after the termination or expiration of this Agreement, any remaining property shall be considered abandoned and LANDLORD may take possession and use for its own purposes, or alternatively dispose of said property without any further responsibility or liability to TENANT. The net disposal costs of such property shall be the financial obligation of TENANT.

51. INTENTION OF PARTIES

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

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

c. It is agreed between the Parties that it is not intended by any of the provisions of this Agreement to create for the public or any member thereof the status of a third-party beneficiary, 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.

52. ENTIRE AGREEMENT AND SUPERSEDES PRIOR AGREEMENTS

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

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

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

d. Any sublease agreement between the TENANT and third-parties which conveys access to, rights of tenancy, or rights or privileges to occupy and use the Premises by third-parties, shall be null and void as a result of termination, cancellation, or expiration of this Agreement, regardless of subTENANT's state of compliance with the terms of its sublease.

53. AMENDMENT

No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the Parties hereto.

54. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LANDLORD

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

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

ATTEST:

By _____
Karen Sublett, City Clerk

By _____
Jesse R. Romo A.A.E., Director of Airports

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Brandon J. Whipple, President
"LANDLORD"

WITNESS:

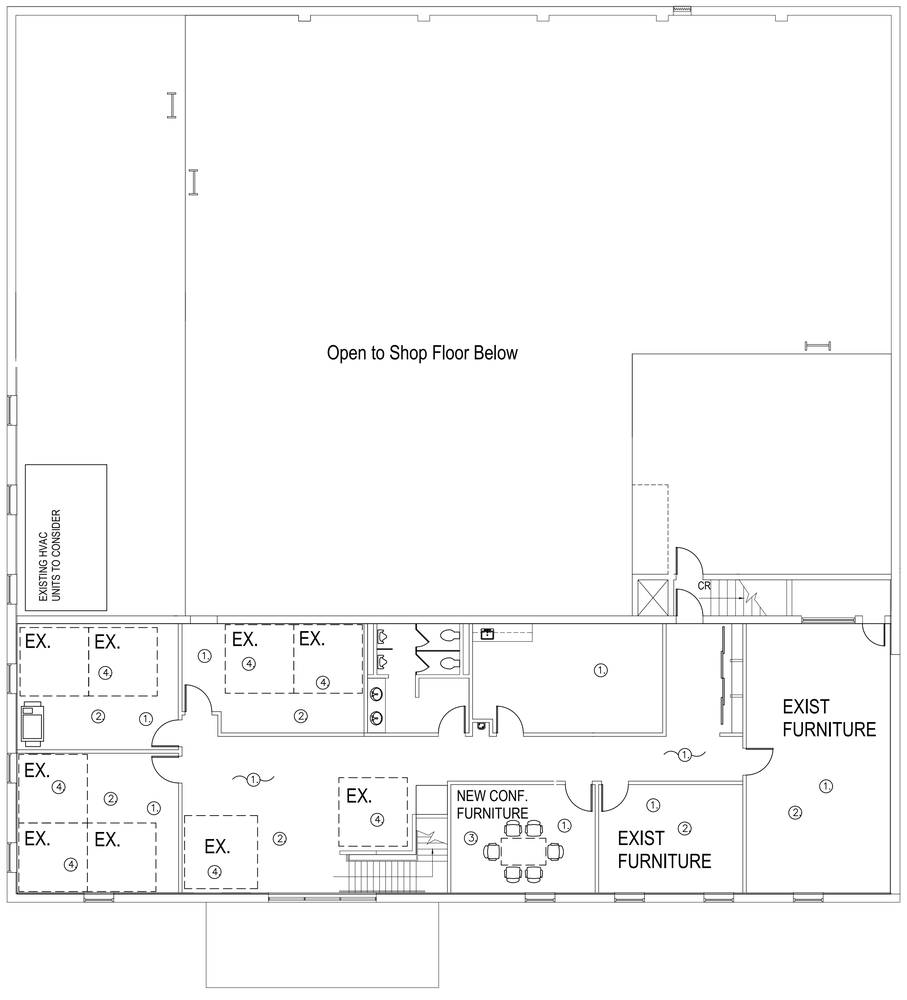
By _____

ROCKWELL COLLINS, INC.

By: _____
David B. Gorman, Vice President of
Raytheon Technologies Realty, Inc.
Authorized agent
"TENANT"

APPROVED AS TO FORM: _____ Date: _____
Jennifer Magaña,
City Attorney and Director of Law

EXHIBIT C

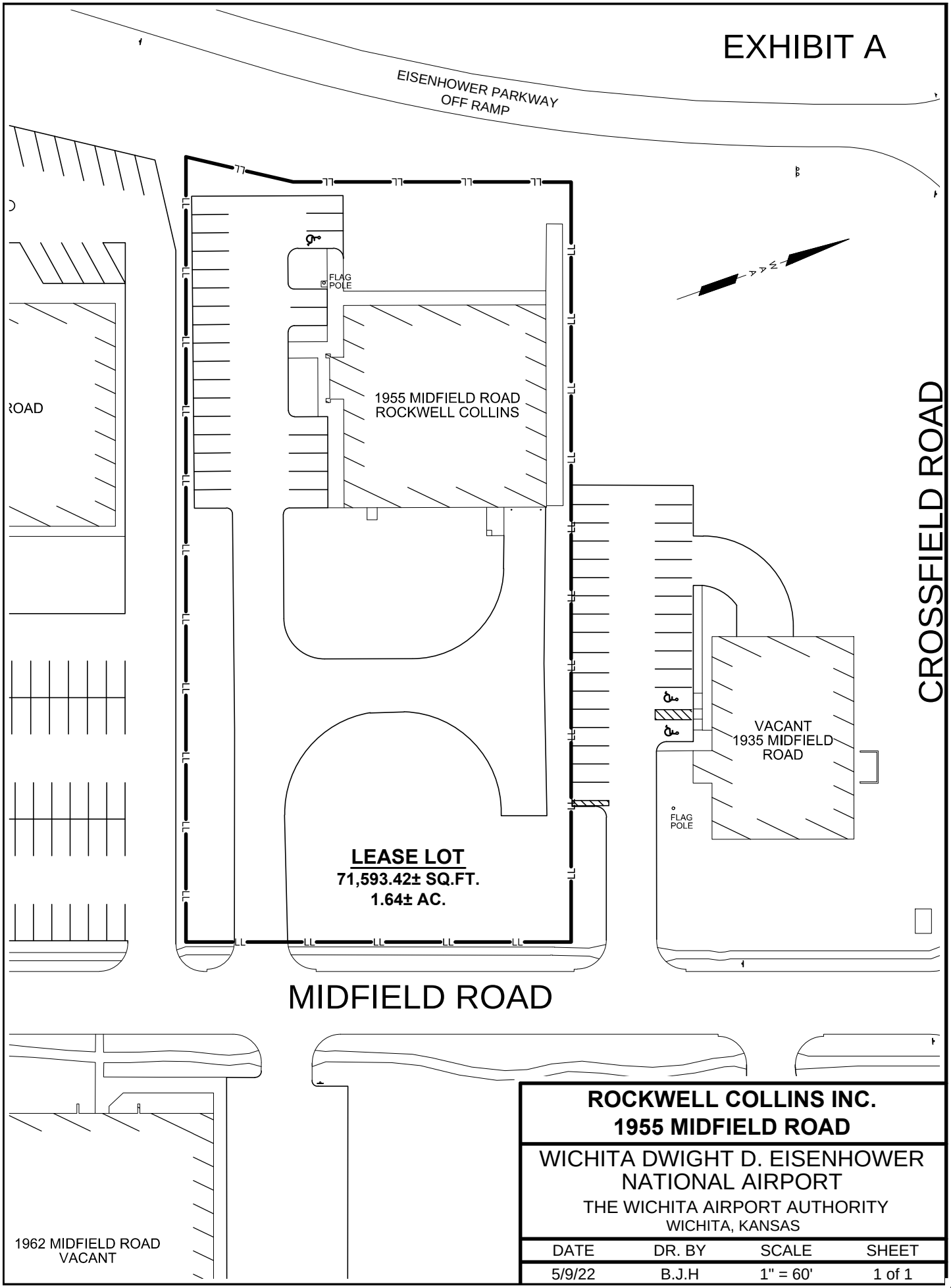


Block Plan - 2nd Floor

SCALE: 1/8" = 1'-0"

1. NEW PAINT / CARPET (FLOORING), 4" VINYL COVE BASE FOR OFFICE SPACES (BY LANDLORD)
2. EXISTING FURNITURE TO BE RELOCATED (BY TENANT, NIC)
3. NEW PROPOSED CONF. TABLE AND CHAIRS (BY TENANT, NIC)
4. PROVIDE POWER, TEL DATA CABLE AS NEEDED FOR THE WORKSTATIONS SHOWN. (BY TENANT)

EXHIBIT A



ROCKWELL COLLINS INC.
1955 MIDFIELD ROAD

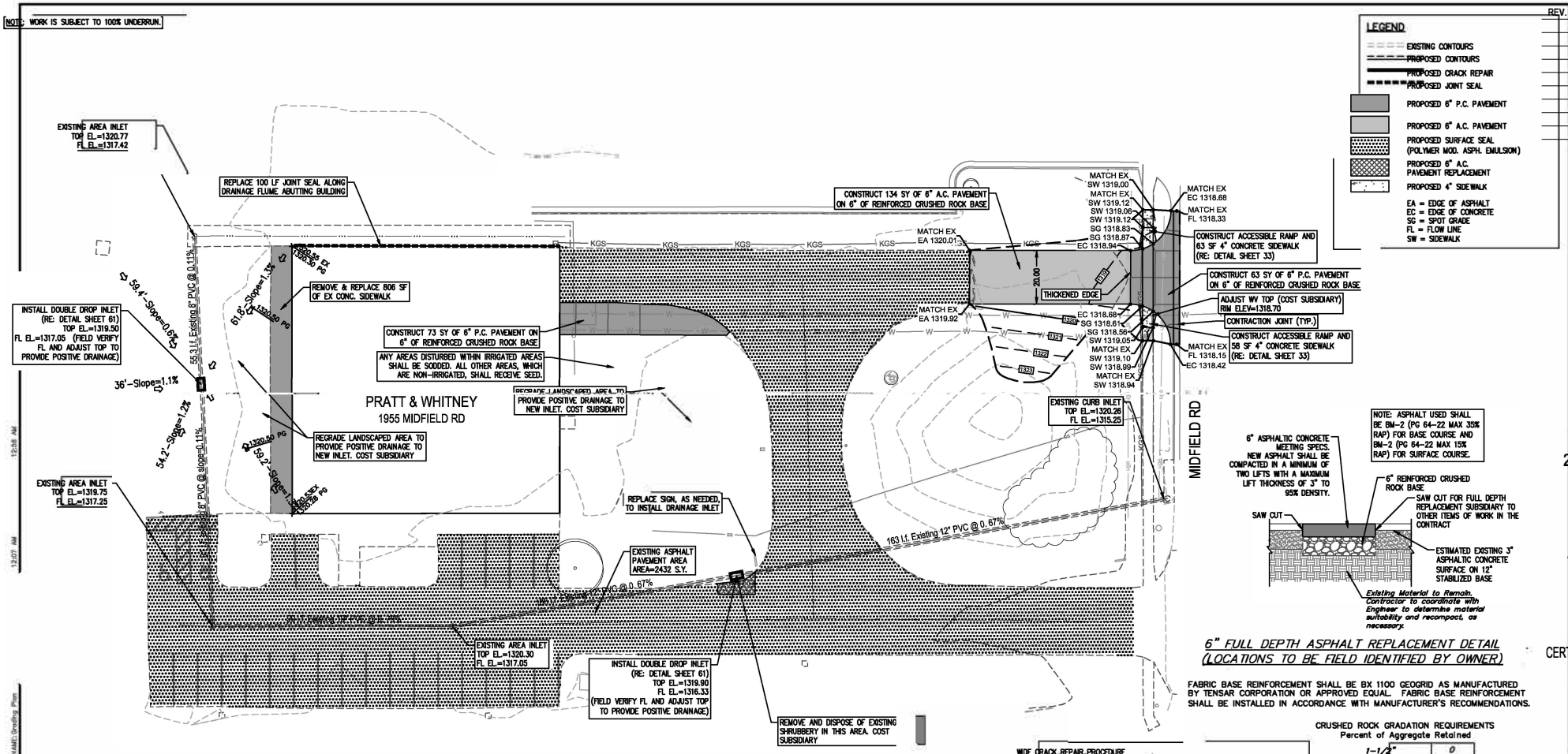
WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
5/9/22	B.J.H	1" = 60'	1 of 1

EXHIBIT B

NOTE: WORK IS SUBJECT TO 100% UNDERRUN.



6" FULL DEPTH ASPHALT REPLACEMENT DETAIL
(LOCATIONS TO BE FIELD IDENTIFIED BY OWNER)

FABRIC BASE REINFORCEMENT SHALL BE BX 1100 GEOGRID AS MANUFACTURED BY TENSAR CORPORATION OR APPROVED EQUAL. FABRIC BASE REINFORCEMENT SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

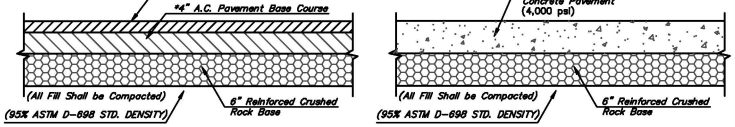
CRUSHED ROCK GRADATION REQUIREMENTS
Percent of Aggregate Retained

1-1/2"	0
3/4"	15-60
#4	40-80
#40	74-92
#200	88-96

Rock Quality Shall Be The Same As Specified For Coarse Aggregate For Asphalt Concrete Mixes.

WIDE CRACK REPAIR PROCEDURE

1. Mill pavement surface to a minimum 2" depth and not-to-exceed a total width of 12" to produce vertical and horizontal intact surfaces with no loose aggregate.
2. Clean Debris from Routing with Heat Lance using Hot Compressed Air (REQUIRED NO EXCEPTIONS).
3. Apply tack coat, applied at a rate of 0.05 to 0.10 gallons per square yard, to the milled surface.
4. Install 12" wide Geocomposite according to Manufacturer's Recommendations. A minimum 6" overlap is required if multiple pieces of Geocomposite are used.
5. Place surface course BM-2 mix (PG 64-22 max 15% RAP) to a minimum thickness of 2-1/16".
6. Complete Surface Sealant over BM-2 in conjunction with parking lot.



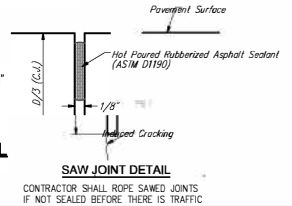
DRIVEWAY PAVEMENT DETAILS
(NOT TO SCALE)

*Minimum or as recommended by an on-site geotechnical engineering report prepared for a site-specific location.

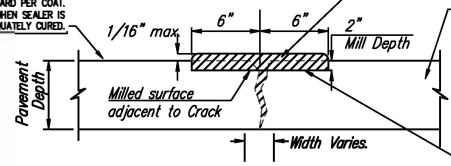
NOTES:
1. ALL JOINTS SPACING SHALL NOT EXCEED 12'-0" INTERVALS FOR P.C. CONCRETE PAVING
2. SAWED JOINTS SHALL BE CUT AS SOON AS POSSIBLE AFTER FINISH WORK IS COMPLETE & CONCRETE HAS CURED TO ACCEPT TYPE OF SAW EQUIPMENT.
3. ASSURE SAW JOINTS ARE CLEAN AND DRY PRIOR TO THE APPLICATION OF THE JOINT SEALANT.
4. SPECIFIED JOINT SEALANT APPLIED IN ACCORDANCE WITH SEALANT MANUFACTURER'S REQUIREMENTS SEALANT, SEALANT TOOLED 1/8" BELOW PAVEMENT SURFACE.
5. DRILLING BY HAND OR PUSHING DOWEL BARS INTO GREEN CONCRETE IS NOT ACCEPTABLE.
6. COMPLETELY FILL HOLE WITH EPOXY GROUT AND INSERT DOWEL WITH EXPANSION CAPS.
7. DOWELS SHALL BE ALIGNED PERPENDICULAR TO THE JOINT.

THICKENED EDGE DETAIL
NTS

POLYMER MODIFIED ASPHALT EMULSION SEALER MEETING. ASTM D1010, D2939, D466, D140. PREP AND PRIME ASPHALT PAVEMENT AND APPLY IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS AND AS DIRECTED BY OWNER. APPLY 2 COATS MINIMUM AND TRIPLE COAT AREAS AS INDICATED ON PLAN. APPLICATION RATE SHALL BE 0.06-0.08 GALLONS CONCENTRATED SEALER PER SQUARE YARD PER COAT. RESTRIPE ENTIRE PARKING LOT ONLY WHEN SEALER IS ADEQUATELY CURED.



SAW JOINT DETAIL
CONTRACTOR SHALL ROPE SAWED JOINTS IF NOT SEALED BEFORE THERE IS TRAFFIC



HEAVY DUTY, HIGH STRENGTH, GEOCOMPOSITE, SELF-ADHESIVE MEMBRANE TO REDUCE REFLECTIVE CRACKING MEETING ASTM D1777, D70, D146, D412, D36, D154, D395.(PAVEPREP TSA OR APPROVED EQUAL)

CRACK REPAIR FOR ASPHALT PAVEMENT CRACKS WITH SURFACE DEPRESSION AND/OR PARALLEL CRACKS ADJACENT TO MAIN CRACK
(LOCATIONS SHALL BE FIELD IDENTIFIED BY OWNER)

ONE CALL KANSAS

UTILITIES SHOWN REPRESENT THE BEST INFORMATION AVAILABLE FOR DESIGN. ADDITIONAL UTILITIES MAY BE PRESENT ON THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THE EXACT LOCATION, DEPTH AND SIZE OF ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE LIABLE FOR ANY DAMAGE CAUSED BY THE FAILURE TO DO SO.

REV.	DESCRIPTION	DATE

2022 WAA PAVEMENT REHABILITATION

DWIGHT D. EISENHOWER AIRPORT & COLONEL JAMES JABARA AIRPORT

WICHITA, KANSAS

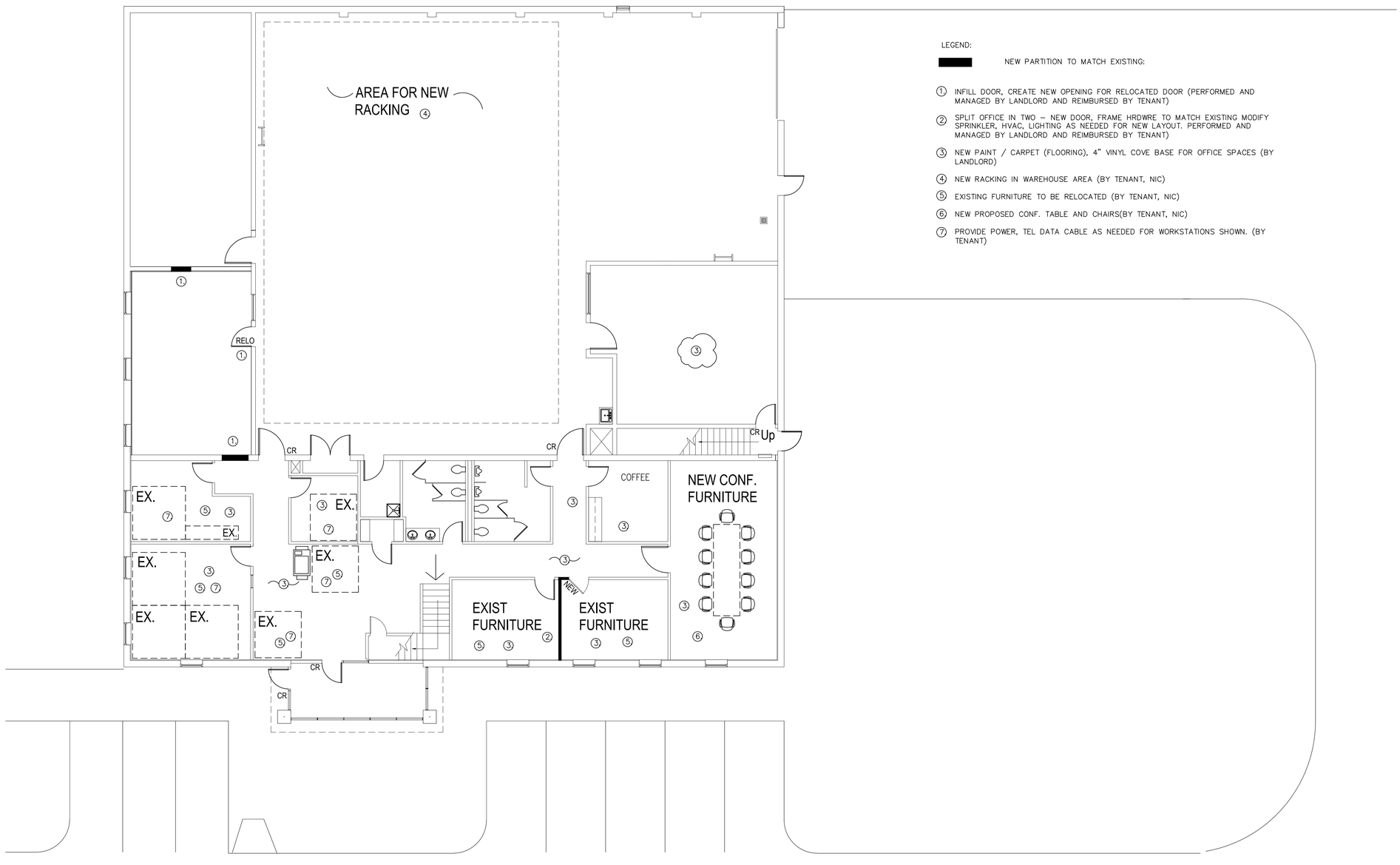
CERTIFIED ENGINEERING DESIGN, P.A.
CIVIL ENGINEERING SERVICES
1935 WEST MAPLE STREET
WICHITA, KANSAS 67213
PH.(316)262-8808 FAX.(316)262-1669

HARLAN DALE FORAKER LICENSED 10891 KANSAS PROFESSIONAL ENGINEER 2.24.22

PROJECT NO.: 20213058
ISSUE DATE: 03/24/2022
CONTACT: H. FORAKER
CHECKED BY: H. FORAKER

1955 MIDFIELD RD - SITE LAYOUT AND GRADING PLAN

EXHIBIT C



Block Plan - 1st Floor

SCALE: 1/8" = 1'-0"

SUPPLEMENTAL AGREEMENT NO. 9

By and Between

WICHITA AIRPORT AUTHORITY

and

ROCKWELL COLLINS, INC.

at the

1991 Airport Road
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 9 is entered into this June 21, 2022, between The Wichita Airport Authority, Wichita, Kansas (LESSOR) and Rockwell Collins, Inc., (LESSEE), or referred to collectively as the ("Parties").

The Parties entered into an Agreement on April 17, 1970; and has been modified by Supplement Agreement Nos. 1 through 8, with the most recent supplement dated February 23, 2021; and

The Parties now wish to enter into this Supplemental Agreement No. 9 ("S.A. 9") by modifying the Term; and

This S.A. 9 supersedes or amends the Agreement between the Parties, but only to the extent specifically set forth in this S.A. 9; and it is further understood and agreed that all other terms and conditions of the Agreement, not specifically amended herein, remain unchanged and binding upon the Parties.

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

1. TERM

Section 1 - TERM of Supplemental Agreement No. 8 is amended to add the following:

In the event the LESSEE executes a lease for the office facility located at 1955 Midfield Road ("New Office Facility"), then the Third Option Term for this Agreement shall expire on November 30, 2022 or may continue thereafter on a month-to-month basis until the LESSEE is completely relocated to the New Office Facility. This Supplemental Agreement No. 9 shall be void if LESSEE fails to execute an agreement by June 30, 2022 to lease the New Office Facility.

2. HOLD OVER

In the event TENANT holds over the lease of the Premises, any rights granted after expiration of this Agreement, shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, upon the same terms as the original Lease Agreement, which may be terminated within thirty (30) day's written notice by LANDLORD or TENANT to the other.

3. OTHER TERMS

All other terms and conditions of this Agreement and supplemental agreements between the Parties hereto are incorporated herein and reaffirmed.

IN WITNESS WHEREOF, the Parties hereto have executed this S.A. 9 the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Brandon J. Whipple, President
"LESSOR"

By _____
Jesse R. Romo, A.A.E.
Director of Airports

ATTEST:

ROCKWELL COLLINS, INC.

By _____

By _____

David B. Gorman, Vice President of
Raytheon Technologies Realty, Inc.
Authorized agent

APPROVED AS TO FORM: _____ Date: _____

Jennifer Magaña,
City Attorney and Director of Law