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OPENING OF REGULAR MEETING

-- Call to Order
-- Invocation
-- Pledge of Allegiance
-- Approve the minutes of regular meeting on August 22, 2017

AWARDS AND PROCLAMATIONS

-- Service Award - Rosemary Alaniz
-- Quentin Saunders, Youth Wrestler Champion

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.


II. CONSENT AGENDA ITEMS 1 THROUGH 22

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

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

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS


RECOMMENDED ACTION: Approve the community improvement projects in City Council Districts 1, 2, 3, 4 and 5, adopt the ordinance authorizing the use of Hyatt Regency Wichita proceeds for Community Improvement Projects, grants and grant programs and authorize the necessary signatures.

2. Authorization of the Second Five-Year Tax Exemption, Chrome Plus International. (District IV)

RECOMMENDED ACTION: Approve the second five-year 78.75% ad valorem tax exemption for Chrome Plus International.

3. North End Urban Arts Festival - Community Event with Alcohol Consumption. (District VI)

RECOMMENDED ACTION: Adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the North End Urban Arts Festival, September 30, 2017 and authorize the necessary signatures.

4. 2018 Cultural Funding Allocation Recommendations.

RECOMMENDED ACTION: Approve the funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.


RECOMMENDED ACTION: Place on first reading the ordinance to amend Article 4 Section 5, Article 4 Section 6, and Article 4 Section 7, of the Wichita-Sedgwick County Unified Building and Trade Code (UBTC) and authorize the necessary signatures.

6. City Code Amendment, Pavement Cut, Dirt Cut, and Other Permit Fee Adjustments for Inflation to Ensure Cost Recovery.

RECOMMENDED ACTION: Place the amending ordinance on first reading, approve the proposed fee increases and authorize the necessary signatures.
7. Use of Sales Proceeds for Dunbar Theatre Capital Improvements. (District I)

RECOMMENDED ACTION: Approve the use of sales proceeds for capital improvements at the Dunbar Theatre.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

None

HOUSING AGENDA

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

Andra Martin Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

1. Agreement for Voluntary Transfer of Section 8 Housing Choice Voucher Program Services.

RECOMMENDED ACTION: Approve the Agreement for Voluntary Transfer of Section 8 Housing Choice Voucher Program Services, adopt the resolution and authorize the necessary signatures.

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

None
COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. Approval of travel for Vice Mayor Janet Miller and Council Members Bryan Frye, Pete Meitzner and Lavonta Williams to attend the Wichita Regional Chamber of Commerce Annual City to City Trip, September 18-20, 2017, Raleigh, North Carolina.

RECOMMENDED ACTION: Approve the travel expenses.


RECOMMENDED ACTION: Approve the travel expenses.


RECOMMENDED ACTION: Approve the travel expenses.

4. Approval of travel for Council Member Bryan Frye to attend the Community Leaders of America Fall Conference, September 27-29, 2017, Fort Worth, Texas.

RECOMMENDED ACTION: Approve the travel.

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment
II. CITY COUNCIL CONSENT AGENDA ITEMS

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

2. Applications for Licenses to Retail Cereal Malt Beverages:
   a. List of Applications for Licenses to Retail Cereal Malt Beverages
   RECOMMENDED ACTION: Approve licenses subject to staff review and approval.

3. Preliminary Estimates:
   b. List of Not to be Advertised Preliminary Estimates for September 5, 2017
   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petitions for Improvements to Serve Castlegate Addition. (District V)
   b. Over Estimate Bid Acceptance for Paving Improvements to Serve The Paddock at 127th Addition. (District II)
   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

5. Consideration of Street Closures/Uses:
   a. Community Events – Autumn and Art. (District II)
   b. Community Events - Carnegie Concert Series at Heritage Park. (District I)
   c. Community Events - Halestorm Block Party. (District VI)
   d. Community Events – Blessed Sacrament Oktoberfest and Run for the Poor. (District II)
   e. Community Events – CCA Lions Pride 5K. (District II)
   f. Community Events - ICT Bloktoberfest. (District I)
   g. Community Events – Old Town 10K. (Districts I, IV and VI)
   h. Community Events - Open Streets ICT. (Districts I, IV and VI)
   i. Community Events - Race to the Courthouse. (District VI)
   j. Community Events - Susan G. Komen Race for the Cure. (Districts I, IV and VI)
   k. Community Events - Wagonmaster Chili Cookoff. (Districts I and VI)
   l. Community Events – Walk to Defeat ALS. (District II)
   m. Community Events - 26th Annual Frostbite Regatta. (District VI)
   RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.
6. Agreements/Contracts:
   a. Contract with Sedgwick County to Provide Payment Processing Services Related to City Water/Sewer Tap Funds Through Metropolitan Area Building and Construction Department.
   b. Kansas Department of Transportation (KDOT) Agreement for Funding for Improvements to 127th Street East between 13th and 21st Streets North. (District II)

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

7. Design Services Agreements:
   a. Supplemental Design Agreement No. 1 and Funding for Mt. Vernon from Broadway to Southeast Boulevard. (District III)
   b. Supplemental Design Agreement No. 2 for Improvements to The Paddock at 127th Addition. (District II)

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

8. Property Acquisitions:
   a. Acquisition of Water Line Easement in the 4700 Block of South Hoover for the Water Service Dead End Elimination and Redundant Feed Project. (District IV)

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

9. Minutes of Advisory Boards/Commissions:
   Wichita Historic Preservation Board, Monday July 10, 2017
   Board of Electrical Appeals, Tuesday July 11, 2017

   RECOMMENDED ACTION: Receive and file.


    RECOMMENDED ACTION: Accept the recommendations of the Staff Screening and Selection Committee and: 1) approve Delta Dental of Kansas, VSP, The Standard Insurance Company, UNUM and Surency as the providers for dental, vision, basic life, dependent life, basic AD&D, supplemental life, voluntary AD&D, voluntary LTD, and flexible spending administration for 2018-2020; 2) approve the co-pays/deductibles/benefits, as applicable for each plan; 3) approve the benefit enhancements and deviations as recommended for each plan; 4) approve the rate guarantees for each vendor as recommended and authorize renewal at the guaranteed rates of 2018, 2019 and 2020 as applicable; and 5) authorize the necessary signatures.

11. Assignment of Development Agreement, Uptown Landing, LLC. (District I)

    RECOMMENDED ACTION: Approve the assignment of the development agreement and authorize the necessary signatures.


    RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.
13. Agreement to Respread Assessments: Summit Crossing 2nd Addition. (District II)
   RECOMMENDED ACTION: Approve the agreement and authorize the necessary signatures.

14. Funding for Paving Improvements to 1st and 2nd Streets, from St. Francis Street to Washington Street. (District VI)
   RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution and authorize the necessary signatures.

15. HOME Program Housing Development Loan Program 2016 Funding Allocation, Wichita Habitat for Humanity. (District I)
   RECOMMENDED ACTION: Approve the HOME Investment Partnerships Program funding allocation and authorize the necessary signatures.

16. Nuisance Abatement Assessments, Cutting Weeds. (Districts I, III, IV and VI)
   RECOMMENDED ACTION: Approve the proposed assessments, place the ordinance on first reading and authorize the necessary signatures.

17. Nuisance Abatement Assessments, Lot Clean-Up. (Districts I and IV)
   RECOMMENDED ACTION: Approve the proposed assessments, place the ordinance on first reading and authorize the necessary signatures.

18. Nuisance Abatement Assessments, Lot Clean-Up. (Districts I, III, IV, V and VI)
   RECOMMENDED ACTION: Approve the proposed assessments, place the ordinance on first reading and authorize the necessary signatures.

19. Sale of City-owned Property at 2348 South Greenwood. (District III)
   RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize the necessary signatures.

   RECOMMENDED ACTION: Accept the settlement in the amount of $275,000 as full settlement of the City claim against El Paso.

21. Second Reading Ordinances: (First Read August 22, 2017)
   RECOMMENDED ACTION: Adopt the Ordinances.
II. CONSENT PLANNING AGENDA ITEMS

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5 p.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.

22. *SUB2017-00024 -- Plat of Skyway West 5th Addition Located on the Southwest Corner of South Maize Road and West 31st Street South. (District IV)

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

II. CONSENT HOUSING AGENDA ITEMS

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

Andra Martin, Housing Member is also seated with the City Council.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

None
TO: Mayor and City Council

SUBJECT: Hyatt Proceeds – Council District Plans

INITIATED BY: City Manager’s Office

AGENDA: New Business

Recommendation: Approve the community improvement projects in City Council Districts 1, 2, 3, 4 and 5 and authorize the use of Hyatt Regency Wichita proceeds.

Background: On September 25, 2016, the City Council approved the sale of the Hyatt Regency Wichita for a price of $20 million. Based on City Council policy, these funds are available for specific priority areas based on City Council direction. On December 20, 2016, the City Council approved the allocation of $10 million in Hyatt proceeds for the Supplemental Pavement Maintenance Plan and $4 million for the Transit Sustainability Plan.

During the past several months, City Council Members have been working with residents and City staff members to develop specific plans for improvements within their districts. These improvements would be funded from the remaining Hyatt proceeds. Final plans have been developed for Districts 2, 4 and 5. Additionally, partial plans have been formulated for Districts 1 and 3.

Analysis: As initially approved by the City Council, each District improvement plan would allocate no more than $1 million in Hyatt proceeds. The Council Member allocation recommendations are as follows.

District 1

1. Neighborhood Grant Program ($124,000) – These grants will be available for one time projects located in District 1, with a cap of $1,500. A review committee will select projects that benefit income eligible residents with sidewalk repairs, emergency tree trimming, eliminating deed issues to establish legal home ownership, and special projects considered on a case by case basis. Neighborhood Associations will also be eligible for these grants. The grants will provide assistance that is not available elsewhere.

2. Dunbar Challenge Grant ($250,000) – In 1941, the Dunbar Theatre was constructed as a centerpiece for the McAdams neighborhood. The theater provided entertainment to the community for approximately 20 years. In recognition of its important role in the community, the theater was placed on the National Register for Historical Places in 2006. The proposed challenge grant would partially fund the renovation of the 340 seat theater and its conversion to a performing arts venue. The $5.2 million Phase 1 renovation work would include the restoration of the interior and exterior spaces, a lobby expansion, accessibility improvements, and the construction of support facilities for back of house operations. The grant will be matched dollar for dollar by private contributions.
3. Young Entrepreneurs ($36,000) – This program introduces students to the principles of business and entrepreneurship. It is associated with e2e and is in its early stage of development. The grant will cover some start-up costs for the operation, including the securing of transportation for the participants. Earlier this summer, this program sponsored the Futurepreneurship Expo for approximately 150 students and Camp Destination Innovation for 40 students.

District 2

1. Harrison Park Parking Lot ($100,000) - As one of the easternmost parks in the system, W. B. Harrison Park accommodates a variety and multitude of users with its exercise path, playground, fishing pond, athletic courts and sports fields. Currently budgeted renovations include reconstruction of the double tennis court into a tennis/futsal system and pathway repairs. The civic group Together Wichita has committed $150,000 in funding to design and construct a multifaceted dog park on the east end. To support this development, the substandard unpaved east parking lot must be addressed. The allocation of $100,000 will finance just over half of this much-needed amenity, which will assure a safe and pleasurable visit for the many current and new users.

2. “Doc” Hangar ($900,000) – Doc is a fully restored B-29 Superfortress that was originally constructed by Boeing in Wichita in 1945. Doc’s Friends, Inc. is a 501(c)3 non-profit corporation created to restore and operate the airplane. It is currently raising $6.5 million in private donations to construct a 32,000 square foot hangar at Wichita Eisenhower National Airport to permanently house Doc. The hangar would serve as a service center and an educational venue for aviation enthusiasts and future generations. The proposed contribution will recognize Doc’s importance as a regional tourist attraction.

District 3

1. Neighborhood Grant Program ($500,000) - These grants will be available for one time neighborhood projects located in District 3. A review committee will select projects that qualify for either a neighborhood physical improvement grant or a neighborhood preservation grant. The first category of grant will allocate up to $100,000 per project for playgrounds, common areas, park amenities, community gardens, neighborhood markers, identity signs, trash cans, benches and similar improvements that beautify the neighborhood. The grants cannot be used for paving or sidewalk construction. The second category will allocate up to $50,000 per project for materials, programs and services that sustain or improve the health, public safety and welfare of a neighborhood. Funds will also support activities that generate new neighborhood connections, grow an organization, educate and develop neighborhood leadership or promote involvement.

2. Neighborhood Inspection Pilot Project ($150,000) – The area located between Lincoln and Pawnee, from I-135 to Oliver and between Hillside and Oliver, from Kellogg to Lincoln, will be targeted for a proactive property maintenance inspection and enforcement effort. A new neighborhood inspector will be hired to work exclusively in this area and to coordinate the efforts of other inspectors in District 3. The Code Enforcement Liaison will receive up to $50,000 to fund equipment and materials for minor repair, painting and yard clean-up, utilizing volunteer groups. Additionally, a private process server will be hired to ensure the prompt service of (Uniform Criminal Complaint) UCC’s and (Notice to Appear) NTA’s. The enforcement team will also develop a compliance agreement procedure to alleviate some of the court burden and to help elderly, disabled and low-income residents. Police staff will also help to identify properties that fall under the new nuisance ordinance. The final component will be a targeted marketing and education effort to better inform District 3 residents of property maintenance standards. During the pilot project, enforcement impediments will be documented for policy and procedural changes.

District 4

1. Pawnee Prairie Park Improvements ($1 Million) - A 2016 neighborhood request for improved park amenities and better access to Pawnee Prairie Park resulted in an extensive citizen engagement process. An Ad Hoc committee was formed in 2017 and met several times to
identify the best location for a bicycle path, as well as improvements to other portions of the park. The Board of Park Commissioners met in July and approved a park improvement project. This project would provide bicycle and hiking paths, improved bridge crossings, a horse watering area, drinking fountains, a playground, improved lighting, picnic tables, benches, expanded equestrian parking and educational/regulatory signage. Slight modifications are recommended to this draft project to better separate horse and bicycle traffic and to incorporate new plantings. A diagram depicting the proposed park improvements is attached. The total cost for these improvements is approximately $1.3 million. The remaining funds for the project will be included in a future CIP.

District 5

1. Pracht Wetlands Park ($1 Million) - A private donation of 41 acres of the former Pracht property, combined with a 51.8 acre City-owned parcel to the south will be used to create the City’s first urban wetlands park. The park will share sidewalk access with adjacent hotel and retail development, but will still preserve its natural beauty. A unique design has been prepared that will provide access through the wetlands, viewing points and a trailhead while preserving the delicate environment. Totaling over $7.1 million, the improvements have been broken into phases. Current CIP funds will provide for the Phase One trailhead development and the first segment of boardwalk to the southeast. The recommended $1 million allocation will finance over 70% of Phase Two improvements, which will extend the boardwalk to the west, past the new hotel and on to a second viewing area. Federal, state and foundation grants are being applied for to provide the remainder of the Phase Two funds. Additionally, the Westar Green Team has committed volunteers, equipment and resources to create a walking loop around the perimeter and assist with some of the Phase One and Phase Two improvements. Ongoing maintenance expenses for the park will be limited since much of the vegetation will be self-sustaining. The park will serve as an outdoor learning center for the community, providing opportunities to partner with the Audubon Society, Ducks Unlimited, the Great Plains Nature Center and local school districts. This project has already received attention in local news and several national publications. A diagram of the planned improvements is attached.

Financial Considerations: The proposed projects will allocate $4,060,000 of the remaining $6 million in proceeds from the Hyatt sale. All organizations receiving funds will be required to provide financial records to verify that the allocations were utilized as intended by the City Council. Additionally, all funding is intended to be for one-time expenditures, unless otherwise approved by the City Council. Although the allocated funds will be available in 2017, it is anticipated that they will be expended over a two-year period.

Legal Considerations: Use of the Hyatt Regency Wichita sale proceeds to meet community priorities complies with City Council policy and state law public purpose requirements.

Recommendations/Actions: It is recommended that the City Council approve the community improvement projects in City Council Districts 1, 2, 3, 4 and 5, adopt the ordinance authorizing the use of Hyatt Regency Wichita proceeds for Community Improvement Projects, grants and grant programs and authorize the necessary signatures.

Attachments: Pawnee Prairie Park Improvement Map, Pracht Wetlands Map, Ordinance
TO: Mayor and City Council

SUBJECT: Authorization of the Second Five-Year Tax Exemption (Chrome Plus International) (District IV)

INITIATED BY: Office of Economic Development

AGENDA: New Business

RECOMMENDATION: Approve the second five-year property tax abatement.

BACKGROUND: On May 15, 2012, the Wichita City Council approved an Economic Development Tax Exemption (EDX) for Chrome Plus International (Chrome), located at 3939 West 29th in Southwest Wichita. Under the City’s Economic Development policy, Chrome qualified for a 78.75% exemption on real property for a five-plus-five year basis. Chrome has exceeded the projected job creation of 30 new jobs and is requesting approval of the second five-year tax exemption.

Chrome Plus International is in the Advanced Manufacturing cluster of the Blueprint for Regional Economic Growth (BREG) and is a main supplier to another BREG cluster, Aerospace.

ANALYSIS: Chrome Plus International was founded in McPherson in 1991 as a processor of steel and aluminum for use by aircraft Original Equipment Manufacturers (OEM) and suppliers in the manufacturing process. In 2007, Chrome Plus opened a 40,000 square-foot facility in Wichita, Kansas and added an additional 20,000 square feet in 2011 for which it was granted an Economic Development Exemption (EDX).

Chrome had 65 employees in 2011, and projected adding 30 new jobs over the next five years, bringing total employment to 95. To date, Chrome has added 144 new jobs over the five-year period for a total employment of 209. 107 of those jobs pay a qualifying average wage of $39,000 per the incentive agreement. The expansion project included constructing and equipping a 20,000 square-foot expansion of the existing facility at a cost of approximately $2,250,000.

<table>
<thead>
<tr>
<th>Commitment</th>
<th>Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Annual Salary $36,801</td>
<td>Average Annual Salary $39,799</td>
</tr>
<tr>
<td>Construction of a new 20,000 building</td>
<td>Completed 20,000 square-foot facility</td>
</tr>
<tr>
<td>Create 30 new jobs in five years</td>
<td>Created 107 new jobs</td>
</tr>
</tbody>
</table>

Financial Considerations: Chrome qualified for a 78.75% ad-valorem tax exemption for the 2012 expansion project. The calculation was based on a 28.75% exemption for the $2,250,000 investment and an additional 50% exemption based on creation of 30 new jobs for a total exemption of 78.75%. Under the City’s Economic Development Policy, the company qualifies for the 78.75% ad valorem tax exemption for an additional five years.
A new benefit/cost analysis was conducted by the Center for Economic Development and Business Research at Wichita State University with the following ratio of benefits to costs:

<table>
<thead>
<tr>
<th></th>
<th>Projected Benefit to Cost Ratio</th>
<th>Actual Benefit to Cost Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Wichita</td>
<td>1.92 to 1</td>
<td>10.40 to 1</td>
</tr>
<tr>
<td>City of Wichita – General Fund</td>
<td>8.01 to 1</td>
<td></td>
</tr>
<tr>
<td>Sedgwick County</td>
<td>1.52 to 1</td>
<td>5.67 to 1</td>
</tr>
<tr>
<td>USD 259</td>
<td>1.14 to 1</td>
<td>1.25 to 1</td>
</tr>
<tr>
<td>State of Kansas</td>
<td>7.25 to 1</td>
<td>218.39 to 1</td>
</tr>
</tbody>
</table>

Based on the actual county appraisal of the improved property, the amount of exempted as-valorem property taxes in 2016 was $14,336. The company paid $46,860.17 in property taxes in 2016 for the existing facility that was not exempted.

**Legal Considerations:** According to the Economic Development Incentive Agreement, approval of the second five-year tax exemption is at the discretion of the City Council.

**Recommendations/Actions:** It is recommended that City Council approve the second five-year 78.75% ad valorem tax exemption for Chrome Plus International.

**Attachments:** None
TO: Mayor and City Council

SUBJECT: North End Urban Arts Festival - Community Event with Alcohol Consumption (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Adopt the resolution to allow alcohol consumption during the North End Urban Arts Festival, September 30, 2017.

Background: A Community Event Application that would establish a Temporary Entertainment District (TED) and allow alcohol consumption has been submitted for the North End Urban Arts Festival, scheduled for September 30, 2017. In accordance with Section 3.11.065(d) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required to authorize consumption of alcoholic liquor on sidewalks and on public streets that have been closed to motor vehicle traffic during such licensed community event. The City Council has approved the request for a street closure involved in this event and area businesses and residents have been notified of the street closure, which is depicted on the attached map. The TED will include East 21st Street North from the west curb line of North Broadway Street to the west curb line of North Market Street and a portion of North Market Street from the north curb line of 21st Street North, extending south for approximately 275 feet to a point even with the north property line of the building located at 2130 N. Market. Upon review of the application for this community event and upon consideration of the factors set forth in the Code of the City of Wichita, the City Council shall determine if such approval should be given.

Analysis: Section 3.11.080 of the Code of the City of Wichita sets forth the criteria, which must be considered for approval of a proposed community event. Those factors applicable to this event include findings that the event will not obstruct the operation of emergency vehicles or equipment; the event does not present a safety, noise, or traffic hazard; the event conforms to regulations regarding the use and/or the allowable number of participants for the proposed location; the proposed event does not violate any laws of the City of Wichita, State of Kansas or the United States; and that closures of the public streets involved have been approved by the City Council. Applying this criteria, staff has reviewed the application of North End Urban Arts Festival for a community event with consumption of alcoholic liquor allowed, finds that such criteria has been met and recommends approval of the event permit.

Financial Consideration: There are no financial considerations.

Legal Consideration: The Law Department has prepared the proposed resolution and approved as to form.
**Recommendation/Actions:** It is recommended that the City Council adopt the resolution to allow alcohol consumption upon sidewalks and public streets within the parameters outlined in the Community Event Application during the North End Urban Arts Festival, September 30, 2017 and authorize the necessary signatures.

**Attachments:** Resolution and map of proposed sites for consumption of alcoholic liquor for the North End Urban Arts Festival event.
RESOLUTION NO. 17-298

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING NORTH END URBAN ARTS FESTIVAL COMMUNITY EVENT

WHEREAS, the City Council has approved as a community event North End Urban Arts Festival to occur on September 30, 2017.

WHEREAS, the City Council has approved East 21st Street North to be closed to vehicular traffic from the west curb line of North Broadway Street to the west curb line of North Market Street and also a portion of North Market Street from the north curb line of 21st Street North, extending south for approximately 275 feet to a point even with the north property line of the building located at 2130 N. Market will be closed to vehicular traffic. Such street closure shall be approved from 7:00 a.m. to 11:00 p.m. on Saturday, September 30, 2017 with the consumption of alcoholic liquor allowed thereon from 3:00 p.m. to 10:00 p.m. on Saturday, September 30, 2017.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the North End Urban Arts Festival has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Section 3.11.065(d) of the Code of the City of Wichita, and in consideration of the factors set forth in Section 3.11.080 of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the North End Urban Arts Festival to occur from 3:00 p.m. to 10:00 p.m. on Saturday, September 30, 2017, as set forth above.

ADOPTED by the governing body of the City of Wichita, Kansas, this 5th day of September, 2017.

CITY OF WICHITA, KANSAS

By ___________________________________________
Jeff Longwell, Mayor

ATTEST:

_____________________________________
Karen Sublett
City Clerk

Approved as to Form:

_____________________________________
Jennifer Magaña, City Attorney and Director of Law
2017 North End Urban Arts Festival
NOMAR INTERNATIONAL MARKET; SATURDAY, SEPTEMBER 30, 2017, 3PM -10PM
TO: Mayor and City Council

SUBJECT: 2018 Cultural Funding Allocation Recommendations (All Districts)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: New Business

Recommendation: Approve the 2018 funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

Background: In 2005, the City Council approved the formation of the Cultural Funding Committee consisting of 11 members. Members of the City Council appointed seven members. The Arts Council appointed four members. The committee consists of representatives from government, education, business, philanthropy, arts organizations and the public at large. The committee was assigned the responsibility to make recommendations to the City Manager and members of the City Council on allocation of additional funding through operational grants for arts and cultural organizations.

On July 16, 2013, the Wichita City Council approved the update to the 2008 Cultural Arts Plan. Notable changes in the plan included:

- A change in the definition of an arts and cultural organization that resulted in the elimination of zoological and botanical organizations. This change made the Sedgwick County Zoological Society ineligible to apply for Cultural Funding.
- The placement of Botanica under the management of the City’s Park and Recreation Department, eliminating the need for Botanica to apply for Cultural Funding and the need to negotiate an Operating Partnership agreement.
- A redefinition of the “Group One” organizations to “Cultural Institutions” that are now defined as “organizations which have operations and activities in facilities that are owned and/or operated by the City of Wichita and which have annual revenues in excess of $50,000 for at least two preceding years.”
- The creation of three separate grant categories: Cultural Funding Operational grants that are open to application from 501(c)(3) arts and cultural organizations in Wichita; Developing Arts grants that are open to 501(c)(3) organizations with annual operating budgets less than $50,000 for technical assistance; and Artist Access grants, given to professional and emerging artists for professional development.
- The grouping of Cultural Funding Operational grant applications by the size of the applying organization’s annual operating budget so like-sized organizations compete against like-sized organizations.

Analysis: The Cultural Funding Committee completed its review of the submitted applications and recommends funding 19 Cultural Funding Operational grants, two Developing Arts grants and three Artist Access grants. Organizations are grouped and reviewed by size. Small organizations have annual operating budgets of $249,999 or less. Medium organizations have annual operating budgets of $250,000 to $499,999 and large organizations have operating budgets of $500,000 or more. The organizations will enter into contracts with the City once the funding amounts have been approved as part of the City of Wichita Budget. These contracts require organizations to demonstrate that they meet excellence criteria developed for Performance Measures. The contracts also allow the City to audit organizations in order to ascertain how the funding was used. The funding recommendations as part of the budget are listed below:
<table>
<thead>
<tr>
<th>Organization Name</th>
<th>FY2017 Amount Approved</th>
<th>FY2018 Amount Requested</th>
<th>Average Score</th>
<th>FY2018 FINAL Amount Recommended</th>
</tr>
</thead>
<tbody>
<tr>
<td>American Guild of Organist</td>
<td>$505</td>
<td>$650</td>
<td>62</td>
<td>$650</td>
</tr>
<tr>
<td>Ballet Wichita</td>
<td>$8,365</td>
<td>$16,500</td>
<td>73</td>
<td>$13,193.39</td>
</tr>
<tr>
<td>Chamber Music at the Barn</td>
<td>$14,755</td>
<td>$30,000</td>
<td>71</td>
<td>$17,181.55</td>
</tr>
<tr>
<td>Emerald City Chorus - Sweet Adelines</td>
<td>$0</td>
<td>$4,000</td>
<td>53</td>
<td>$0</td>
</tr>
<tr>
<td>Fisch Bowl, Inc.</td>
<td>$2,383</td>
<td>$1,722.74</td>
<td>61</td>
<td>$1,236.64</td>
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<tr>
<td>Griot's Storytelling Institute</td>
<td>$0</td>
<td>$4,000</td>
<td>62</td>
<td>$2,634.36</td>
</tr>
<tr>
<td>Music Theatre for Young People</td>
<td>$6,036</td>
<td>$22,800</td>
<td>60</td>
<td>$6,030.91</td>
</tr>
<tr>
<td>Opera Kansas</td>
<td>$5,858</td>
<td>$7,400</td>
<td>69</td>
<td>$6,457.82</td>
</tr>
<tr>
<td>Regina Klenjoski Dance Company</td>
<td>Did not apply</td>
<td>$11,847</td>
<td>47</td>
<td>$0</td>
</tr>
<tr>
<td>Wichita Jazz Festival</td>
<td>$967</td>
<td>Did not apply</td>
<td>Did not apply</td>
<td></td>
</tr>
<tr>
<td>Wichita Chamber Chorale</td>
<td>$3,219</td>
<td>$5,250</td>
<td>61</td>
<td>$3,382.36</td>
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<tr>
<td>Arts Partners, Inc.</td>
<td>$29,762</td>
<td>$61,000</td>
<td>62</td>
<td>$21,421.50</td>
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<tr>
<td>Friends of Great Plains Nature Center</td>
<td>$5,787</td>
<td>$12,000</td>
<td>67</td>
<td>$6,765</td>
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<tr>
<td>The Kansas African American Museum</td>
<td>$25,412</td>
<td>$30,000</td>
<td>65</td>
<td>$22,424.73</td>
</tr>
<tr>
<td>Tallgrass Film Association</td>
<td>$33,272</td>
<td>$48,741</td>
<td>71</td>
<td>$35,203.91</td>
</tr>
<tr>
<td>Wichita Public Library Foundation</td>
<td>$26,950</td>
<td>$40,300</td>
<td>72</td>
<td>$27,974.22</td>
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<tr>
<td>Exploration Place</td>
<td>$49,498</td>
<td>$100,000</td>
<td>81</td>
<td>$63,669.27</td>
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<tr>
<td>Music Theatre of Wichita</td>
<td>$60,323</td>
<td>$100,000</td>
<td>82</td>
<td>$69,101.61</td>
</tr>
<tr>
<td>Organization</td>
<td>Requested</td>
<td>Awarded</td>
<td>Applicants</td>
<td>Total</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>-----------</td>
<td>---------</td>
<td>------------</td>
<td>-------</td>
</tr>
<tr>
<td>Orpheum Performing Arts Centre, Ltd</td>
<td>$13,072</td>
<td>$75,000</td>
<td>61</td>
<td>$16,033.27</td>
</tr>
<tr>
<td>Ulrich Museum</td>
<td>$26,296</td>
<td>$28,000</td>
<td>75</td>
<td>$28,000</td>
</tr>
<tr>
<td>Wichita Children's Theatre</td>
<td>$18,567</td>
<td>$50,000</td>
<td>62</td>
<td>$14,995.46</td>
</tr>
<tr>
<td>Wichita Grand Opera</td>
<td>$21,322</td>
<td>$89,000</td>
<td>55</td>
<td>$0</td>
</tr>
<tr>
<td>Wichita Symphony Society</td>
<td>$56,771</td>
<td>$99,999</td>
<td>75</td>
<td>$60,675</td>
</tr>
</tbody>
</table>

Total Supplemental 22 - orgs applied

<table>
<thead>
<tr>
<th>Total Supplemental 22 - orgs applied</th>
</tr>
</thead>
<tbody>
<tr>
<td>$409,120</td>
</tr>
<tr>
<td>$838,209.74</td>
</tr>
<tr>
<td>$417,031</td>
</tr>
</tbody>
</table>

### Developing Arts Applications

<table>
<thead>
<tr>
<th>Organization</th>
<th>Requested</th>
<th>Awarded</th>
<th>Applicants</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Emerald City Chorus - Sweet Adelines</td>
<td>Did not apply</td>
<td>$2,000</td>
<td></td>
<td>$0</td>
</tr>
<tr>
<td>Griot's Storytelling Institute</td>
<td>$0</td>
<td>$3,737.50</td>
<td></td>
<td>$2,500</td>
</tr>
<tr>
<td>Opera Kansas</td>
<td>Did not apply</td>
<td>$2,134</td>
<td></td>
<td>$1,500</td>
</tr>
</tbody>
</table>

Total Developing Arts

<table>
<thead>
<tr>
<th>Total Developing Arts</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0</td>
</tr>
<tr>
<td>$7,871.50</td>
</tr>
<tr>
<td>$4,000</td>
</tr>
</tbody>
</table>

### Artist Access

<table>
<thead>
<tr>
<th>Organization</th>
<th>Requested</th>
<th>Awarded</th>
<th>Applicants</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Angeline Edmondson</td>
<td>$505</td>
<td>Did not apply</td>
<td>Did not apply</td>
<td></td>
</tr>
<tr>
<td>Christopher Gulick</td>
<td>$1,000</td>
<td></td>
<td></td>
<td>$1,000</td>
</tr>
<tr>
<td>Jennifer Larsen</td>
<td>Did not apply</td>
<td>$1,000</td>
<td></td>
<td>$750</td>
</tr>
</tbody>
</table>
As part of the Cultural Arts Plan Update, the former Group One organizations were reclassified as “Cultural Institutions.” Organizations that were classified as Cultural Institutions entered into separate Operating Partnership Agreements with a designated funding amount that is changed annually to ensure a funding level that provides a consistent millage equivalent. Maintenance responsibilities were also identified in each of the organization’s agreements. Organizations that have entered into Operating Partnership Agreements with the City include the Wichita Art Museum, Museum of World Treasures, Kansas Aviation Museum, Mid-America All-Indian Center, Arts Council, Inc., Old Cowtown Museum*, CityArts* and Wichita Sedgwick County Historical Museum.

Organizations that have Operating Partnership Agreements with the City are expected to submit an annual performance report, which is reviewed on an annual basis by a committee comprised of the City Manager or his designee, a representative from Law, a representative from Finance, two ex-officio City Council members who serve on the Arts Council, the chair person for the Cultural Funding Committee, the president of the Arts Council and the Division Manager of Arts and Cultural Services. Performance measures are outlined in the Operating Agreements for each organization. The committee reviews the annual report and performance measures for each Cultural Institution to determine the overall health of the organization and makes recommendations for improvement if needed.

*Daily operations are managed by the Division of Arts & Cultural Services for Cowtown and CityArts so it is not possible to have an Operating Partnership Agreement with the facility. However, they are held to the same Performance Measures as the other Cultural Institutions.

Financial Consideration: The amount provided to arts institutions and for grants in 2017 was $410,620. Based on the projected assessed valuation increase for 2018, the 2018 Adopted Budget includes $423,281 for arts institutions and grants. The Cultural Funding Committee recommendations are aligned with this budgeted amount. Once the final assessed valuation growth is determined (which usually occurs in November) the proposed allocations will be adjusted if necessary.

Legal Consideration: Upon City Council approval for the funding recommendations, the Law Department will create and modify contracts with the Cultural Funding, Developing Arts and Artist Access recipients, which will be brought back at a future date for final City Council approval.

Recommendations/Action: It is recommended that the City Council approve the funding allocations recommended for arts and cultural organizations by the Cultural Funding Committee.

Attachments: None
TO: Mayor and City Council


INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: New Business

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


The proposed adoption was extensively reviewed by the Electrical Board, and a subcommittee was established in 2015 to review the specific requirements of A17.3 and the effect this adoption would have on the building owners and contractors. This subcommittee consisted of building owners and management personnel; Wichita Fire Department staff; Sedgwick County Fire Department staff; an electrical board member who fills the position of elevator mechanic; an elevator contractor; and Metropolitan Area Building and Construction Department (MABCD) electrical/elevator section staff.

The subcommittee reviewed the code, recognizing the need for increased safety for the public using elevators and escalators and to attempt to minimize the possibility of injury to the public and the elevator mechanics. MABCD staff reviewed the associated fee schedule and maintained the existing schedule as providing full cost recovery of staffing and inspection expenses. The recommendation of the subcommittee to the Electrical Board was to adopt this code with the timeline set forth as proposed within Part B of Section 4.5.020 of the UBTC. The Electrical Board reviewed the findings and approved the proposed amendments (7-0) for presentation and recommendation to the County Commission and City Council for adoption. The Board of County Commissioners approved the adoption of the code at its August 16, 2017, meeting.

Analysis: A summary of the major changes is below:

**Article IV (UBTC): Section 4.5.180 – Owners requesting elevator removed from service.** An elevator is no longer required to be completely removed from service if the building is closed temporarily and intentions are to reopen the building for future tenants.

**Article IV (UBTC): Section 4.5.195 – Elevator Inspected Prior To Use.** All new and red tagged elevators shall be inspected prior to use by the public. Defective and substandard installations shall be corrected within a reasonable time frame.
**Article IV (UBTC): Section 4.5.220 – Replacement of controller.** With the adoption of A17.3, a controller replacement may not automatically require a full modernization of the elevator.

**Article IV (UBTC): Section 4.5.240 – Smoke detectors in hoistway.** With the adoption of the newest edition of A17.1, smoke detectors will now be allowed to be installed in the hoistway for other than to provide detection for relief equipment. Newer elevators have their controllers installed in the hoistway and require protection by a detection means.

**Article IV (UBTC): Section 4.5.255 – Pit hydraulic oil overflow container.** This was added into the code to allow the inspector and the mechanic to view the oil level in the overflow container without requiring entry into the pit.

**Article IV (UBTC): Section 4.5.020 – Installation standards.** A requirement for prior approval when installing handicap accessible lifts in commercial building was needed to meet the requirements of the IBC.

**Article IV (UBTC): Section 4.5.020 (B) – Installations Standards for existing elevators, dumbwaiters, escalators, moving walks, material lifts and related hoistway installations.** With the adoption of the A17.3 existing elevator safety code, we have structured a five year code compliance schedule to allow the building owners the time needed to bring the older elevators and associated equipment up to a current safety standard as set by the A17.3 code.

**Financial Considerations:** There are no financial issues for MABCD or the City of Wichita.

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

**Recommendations/Actions:** It is recommended that the City Council place on first reading the ordinance to amend Article 4 Section 5, Article 4 Section 6, and Article 4 Section 7, of the Wichita-Sedgwick County Unified Building and Trade Code (UBTC) and authorize the necessary signatures.

**Attachments:** Clean ordinance and delineated ordinance.
ORDINANCE NO. 50-586

AN ORDINANCE AMENDING SECTIONS 4.5.020, 4.5.030, 4.5.040, 4.5.070, 4.5.100, 4.5.105, 4.5.110, 4.5.140, 4.5.180, 4.5.190, 4.5.195, 4.5.200, 4.5.220, 4.5.240, 4.5.250, 4.5.255, 5.260, 4.5.270, 4.5.280, 4.6.020, 4.6.025, 4.6.035, 4.6.040, 4.6.060, 4.6.110, 4.7.020, 4.7.040, 4.7.060, 4.7.080, 4.7.100 AND 4.7.110; ADDING SECTION 4.5.255, 4.5.290; AND REPEALING THE ORIGINALS OF SECTIONS 4.5.020, 4.5.030, 4.5.040, 4.5.070, 4.5.100, 4.5.105, 4.5.110, 4.5.140, 4.5.180, 4.5.190, 4.5.195, 4.5.200, 4.5.220, 4.5.240, 4.5.250, 4.5.255, 4.5.270, 4.6.020, 4.6.025, 4.6.035, 4.6.040, 4.6.060, 4.6.110, 4.7.020, 4.7.040, 4.7.060, 4.7.080, 4.7.100 AND 4.7.110; OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

SECTION 4.5.020 – Installation Standards is hereby amended to read as follows:

“(A) All new or modernized elevators, dumbwaiters, escalators, moving walks, material lifts and related hoistways installations made shall be in strict conformity with the provisions of this Code and with the approved standards of construction, for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the ASME A17.1-2016 Safety Code for Elevators and Escalators with all the addendums thereto, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of elevators, handicapped accessibility lifts, dumbwaiters, escalators
and moving walks and their hoistways with the exception of Section 8.11.5.2. All elevators, escalators, and related equipment, shall be subject to the applicable acceptance and periodic inspections and tests as specified in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be made at intervals not longer than five (5) years. By this publication, all provisions of such publication are adopted by reference and made a part of this Code and this Section as though fully set forth herein.

(B) All existing elevators, dumbwaiters, escalators, moving walks, material lifts and related hoistways installations, except if installed in a private residence, shall be in strict conformity with the provisions of this Code and with the approved standards of construction, for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the ASME A17.3-2015 Safety Code for Existing Elevators and Escalators with all the addendums thereto, published by the American Society of Mechanical Engineers, shall apply except Sections 2.1.2, 2.1.3, 2.3.1, 2.3.3, 2.7.3, 2.7.4, 3.3.5, 3.4.4.1, 3.5.1, 3.5.5, 3.9.2, 3.10.1, 3.10.2 & 4.5.2 shall have an effective date of January 1, 2019; Sections 2.1.4, 2.2.4, 2.8.2, 3.6.1 & 3.10.4 shall have an effective date of January 1, 2020; Sections 3.6.2, 3.10.3 & 4.7.2 shall have an effective date of January 1, 2021; Sections 2.2.2 & 2.6.1 shall have an effective date of January 1, 2022; Sections 3.4.2, 3.11.3 & 4.3.3 shall have an effective date of January 1, 2023. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be
made at intervals not longer than five (5) years. By this publication, all provisions of such publication are adopted by reference and made a part of this Code and this Section as though fully set forth herein.

(C) All handicapped accessibility lifts, inclined stairway chairlifts, inclined and vertical platform lifts, and private residence inclined stairway chairlifts and private residence inclined and vertical platform lifts shall be in strict conformity with the provisions of this Code and with the approved standards of construction, for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the ASME A18.1-2014 Safety Standard for Platform Lifts and Stairway Chairlifts with all addendums thereto, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of handicapped accessibility lifts. All handicapped accessibility lifts, inclined stairway chairlifts, inclined and vertical platform lifts, and private residence inclined stairway chairlifts and private residence inclined and vertical platform lifts and related equipment, shall be subject to the applicable acceptance tests as specified in the currently adopted edition of the ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts. All handicapped accessibility lifts, inclined stairway chairlifts, inclined and vertical platform lifts, except in a private residence, shall be subject to periodic inspections and one (1) year and five (5) year periodic tests as specified in the currently adopted edition of the ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts. The periodic inspections shall be made at intervals not longer than one (1) year. By this publication, all provisions of such publication are adopted by reference and made a part
of this Code and this Section as though fully set forth herein.”

SECTION 2.

SECTION 4.5.030 – Definitions is hereby amended to read as follows:

““Elevator” as used in this Code, is inclusive of elevators, escalators, dumbwaiters, moving walks and material lifts.

"Elevator contractor” is a person, firm or corporation licensed to bid, plan, layout, install and supervise the installation, repair or maintenance of elevators and their associated equipment, material or devices.

"Handicapped accessibility lift" means a hoisting and lowering mechanism equipped with a car, platform or chair that is installed in locations for use by the physically handicapped. For purposes of this Code, this definition specifically refers to the following devices: inclined stairway chairlifts, inclined and vertical platform lifts, and private residence inclined stairway chairlifts and private residence inclined and vertical platform lifts.

"Handicapped accessibility lift contractor" is a person, firm or corporation licensed to bid, plan, layout, install and supervise the installation, repair or maintenance of handicapped accessibility lifts and their associated equipment, material or devices.

“Modernization,” as used in this Code, means updating all aspects of the car, platform, hoistway, machine room and all related equipment. The requirements set forth in the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators, published by the American Society of Mechanical Engineers shall apply.”

SECTION 3.
SECTION 4.5.040 – Elevator inspectors – Appointments – Duties is hereby amended to read as follows:

All elevator inspectors shall have had a minimum of five (5) years of practical electrical or elevator experience in this field as a Journeyman or Master and hold a current elevator inspector’s certificate and shall be duly appointed pursuant to the requirements set forth by the Director of the MABCD.

SECTION 4.

SECTION 4.5.070 – Elevator inspectors—Authority to remove from service is hereby amended to read as follows:

“The elevator inspector shall have the authority to remove from service or cause to be removed from service, any elevator or escalator when the periodic test or periodic inspection is past the required interval as set forth by MABCD per ASME A17.1 Section 8.11.1.3, or when necessary for the protection of life or property, and shall order the equipment out of service until the same is made safe and conforms to the standards set forth in this Code and verified by the inspector. Removal of a red tag is a violation and subject to penalties listed in Article 1 Section 3 of this Code.”

SECTION 5.

SECTION 4.5.100 – Elevator certificates – Application – Examination - Renewal is hereby amended to read as follows:

“Applications for examination for a master elevators certificate shall be made to the MABCD. Applicants for the elevators examination shall provide written documented proof
of at least four (4) years practical experience as a mechanic or mechanic apprentice in the elevator or handicapped accessibility lift construction industry or attending an accredited elevator trade school. No more than one (1) year of the requirement may be satisfied by trade related schooling consisting of minimum of nine hundred thirty (930) hours classroom training.

Documentation shall be the following:

1. written letter on company letterhead from employer(s) stating job description and dates of employment;
2. copy of a transcript or attendance record from an accredited elevator trade school;
3. a written letter on a city letterhead from the building official or elevator inspection division of a city where the applicant is licensed as an elevator or handicapped accessibility lift contractor, or is certified by that city as an electrical elevator master and stating the length of time of the certification or license.

The fee for an examination and original certificate for an elevator master shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. This fee shall be paid to the MABCD when the application for an examination is made. Such certificate shall expire on December 31st of each odd-numbered year.

The biennial fee for renewal of this certificate shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. Any holder of a certificate who fails to renew the same by March 1st from the date of expiration shall be required to take a new examination before receiving a new certificate.

A ninety (90) day temporary journeyman elevator certificate may be issued to an applicant providing documented proof of at least four (4) years practical experience in the elevator
or handicapped accessibility lift construction industry.

Documentation shall be one of the following:

(1) written letter on company letterhead from employer(s) stating job description and dates of employment;

(2) written letter on a city letterhead from the building official or elevator inspection division of a city where the applicant is licensed as an elevator or handicapped accessibility lift contractor, or is certified by that city as an electrical elevator master and stating the length of time of the certification or license.

The fee for this certificate shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. Such certificates shall be limited to one (1) in twenty-four (24) months to each applicant.”

SECTION 6.

SECTION 4.5.105 – Elevator certificates - Reciprocity is hereby amended to read as follows:

“All person with written proof of successful completion of the required elevator master test promulgated or administered, or both, by Prometric, a current subsidiary of educational testing services, with a minimum passing score of seventy-five (75) percent, or any person with written proof of successful completion of the QEI-1 test with a minimum passing score of seventy-five (75) percent and the QEI certification is still active, or written proof of successful completion of any national elevator code test with a minimum passing score of seventy-five (75) percent, designed and promulgated by a nationally recognized testing agency shall be issued the appropriate certificate. The MABCD shall establish a uniform fee to be charged for certificates.”
SECTION 7.

SECTION 4.5.110 – License – Issuance of elevator contractor is hereby amended to read as follows:

“Any person, firm or corporation shall be issued an elevator license, provided such person or one active officer of the firm or corporation who devotes full time to that firm or corporation shall have submitted evidence and has qualified as to experience and ability in matters pertaining to the installation and maintenance of elevators. Such experience and ability must be confirmed by successful passage of an examination as required in Section 4.5.100 of this Code. The license shall expire on December 31st of each odd-numbered year.”

SECTION 8.

SECTION 4.5.140 – License – Issuance of handicapped accessibility lifts contractor is hereby amended to read as follows:

“Any person, firm or corporation shall be issued a handicapped accessibility lifts license, provided such person or one active member or officer of the firm or corporation who devotes full time to that firm or corporation shall have submitted evidence of qualifications and experience and has been examined as required in Section 4.5.100 of this Code in handicapped accessibility lifts. The license shall expire on December 31st of each odd-numbered year.”

SECTION 9.
SECTION 4.5.180 – Owners requesting elevator removed from service is hereby amended to read as follows:

Owners requesting an elevator removed permanently from service shall have the elevator contractor perform the following:

(A) Hydraulic Elevator: Open the manual lowering valve and land the elevator car on the springs. Remove the hydraulic fluid.

(B) Traction Elevator: Lower the elevator car and land on the springs. Remove the hoist cables.

(C) All elevators shall have the load side conductors to the disconnecting means removed and a lock shall be installed.

Owners requesting an elevator removed temporarily from service shall allow the elevator inspector to perform the following:

(A) Remove the source of power to the elevator by turning off the electrical disconnect, installing a lock, and a red tag on the disconnect as applicable.

A re-inspection fee shall apply when an elevator is to be returned to service.

SECTION 10

SECTION 4.5.190 – Alterations and repairs is hereby amended to read as follows:

“The following alterations and/or repairs require permits from the MABCD:

(1) Increase in rated load or speed;

(2) Increase or decrease in dead weight of car;
(3) Increase or decrease in travel;

(4) Change in type of operation or control;

(5) Replacement, change in size, length or number of suspension ropes, belts or chains;

(6) Replacement, change in size or length of safety or governor ropes;

(7) Replacement, change in size or type of guide rails;

(8) Replacement, change in type or addition of a car or counterweight safety;

(9) Change in power supply;

(10) Replacement of an existing machine by a new driving machine;

(11) Replacement of an existing governor by a new governor;

(12) Replacement of an existing controller by a new controller;

(13) Replacement of an existing driving machine brake by a new brake;

(14) Replacement of tanks or anticreep leveling device;

(15) Replacement of pump, motor or valves;

(16) Replacement of hoistway doors;

(17) Replacement of hoistway door re-opening devices;

(18) Addition or replacement of hoistway-door locking devices or car-door or gate electric contacts;

(19) Addition or replacement of hoistway access switches;

(20) Addition or replacement of top-of-car operating devices;

(21) Addition or replacement of top-of-car, hoistway-door and/or car-door or gate operating devices;

(22) Addition or replacement of rope equalizers;

(23) Addition or replacement of auxiliary rope-fastening devices;
(24) Addition or replacement of car-leveling or truck-zoning devices;

(25) Addition or replacement of roller guide shoes;

(26) Addition or replacement of automatic transfer device;

(27) Addition or replacement of fire service;

(28) Addition or replacement of ADA compliant devices;

(29) Replacement of hydraulic cylinder or plunger;

(30) Replacement, addition or removal of canopy, wall or floor covering;

(31) Replacement of car operation panel;

(32) Prior to placing an elevator back in service after it has been red tagged;

(33) Replacement of escalator step(s);

(34) Addition or replacement of elevator operation security devices.”

SECTION 11.

**SECTION 4.5.195 – Elevator inspected prior to use** is hereby amended to read as follows:

All new and red tagged elevators shall be inspected and approved prior to use by the public. The elevator contractor shall notify the elevator inspector two business days before the elevator is ready for inspection.

When the elevator inspector observes or it is called to his attention that any elevator work is installed contrary to or in violation of any provisions of this code, it shall be his duty to immediately notify the person responsible for the installation that the violation or violations exist. All defective or substandard installations shall be corrected within a reasonable time frame as set forth by the MABCD.
SECTION 12

SECTION 4.5.200 – Permit required – Fees listed is hereby amended to read as follows:

“It is unlawful for any person to do or cause to be done the installation, alteration, maintenance or repair of elevators, handicapped accessibility lifts, dumbwaiters, escalators or moving walks in or on any building or premises in the MABCD jurisdiction without first having obtained a permit from the office of MABCD. Applications for permits shall be made on forms furnished by MABCD, duly executed and signed by a person properly authorized to obtain permits for the applicant. The application may be presented in person, by electronic media or by mail and accompanied by the fee as listed in Article 1.2 of this Code.”

SECTION 13.

SECTION 4.5.220 – Replacement of controller is hereby amended to read as follows:

Replacement of the controller that changes the type of operation or control of the elevator shall require modernization of the elevator.

SECTION 14.

SECTION 4.5.240 – Smoke detectors in hoistways is hereby amended to read as follows:

Smoke detectors shall not be installed in elevator hoistways unless they are installed to activate the elevator hoistway relief equipment or for the protection of elevator control equipment.
SECTION 15

SECTION 4.5.250 – Sump pump discharge is hereby amended to read as follows:

Sump pumps in the pit of an elevator or escalator shall discharge to the outside of the building or into a clear or transparent plastic fifty-five (55) gallon storage container that is located in the machine room or adjacent room. This storage unit shall have a label that reads “Hydraulic Fluid or Grease with Water” with a minimum of two (2) inch letters.

SECTION 16

SECTION 4.5.255 – Pit hydraulic oil overflow containers.

All elevator cylinder hydraulic oil overflow containers shall be clear or transparent, shall be a maximum five (5) gallon container, and shall be installed for each separate cylinder.

SECTION 17

SECTION 4.5.260 – Inspection compliance certificates is hereby amended to read as follows:

The elevator inspector, as provided for in Section 4.5.040, shall perform acceptance and periodic inspections and tests as required by this Code and when found in compliance with this chapter will, after all fees are paid in accordance with Section 4.5.200, issue a compliance certificate for all commercial applications. This certificate shall be permanently displayed in the elevator car for which the certificate was issued. The certificate shall be framed and installed not less than five feet nor more than five feet six inches from the platform of the car to the bottom of the frame or a location approved by the elevator inspector. Escalators and handicap accessibility lifts shall have the compliance
certificate permanently displayed in a frame adjacent to the equipment and at a location approved by the elevator inspector. The frame shall be a minimum of six (6) inches by nine (9) inches.

SECTION 18

SECTION 4.5.270 – Emergency communications for commercial installations is hereby amended to read as follows:

A telephone that meets the Americans with Disabilities Act (ADA) standards must be installed in each elevator car. An identification tag shall be installed at the main telephone terminal in the building identifying the telephone line that is assigned to the elevator. It is unlawful for any person to have an automatic dialing device installed in the elevator dial directly into the emergency communications center whether by dialing 911 or otherwise.

SECTION 19

SECTION 4.5.280 – Emergency operation and signaling devices is hereby amended to read as follows:

“All new elevators shall comply and conform with the emergency operation and signaling devices requirements set forth and contained in the latest adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 20

SECTION 4.5.290 – Car enclosures.

A handrail shall be provided on one wall of the car, preferably on the side of the car. The
rail size shall be one and one-fourth to one and one-half inches and shall be smooth. The inside surface shall be at least one and one-half inches clear of the wall at a nominal height of thirty-two (32) inches from the elevator floor. Handrails shall not rotate within their fittings.

SECTION 21.

SECTION 4.6.020 – Installation Standards is hereby amended to read as follows:

“All installations of private residence elevators in commercial structures for use by persons with a disability shall be in strict conformity with the provisions of this Code and with the approved standards of construction for safety to life and property. If sections contained within this Section, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the applicable standards as set forth for elevators and contained in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators, published by the American Society of Mechanical Engineers shall apply to the design, construction, installation, operation, alteration and repair of this type of elevator.

All installations of wheelchair lifts and stairclimb lifts in commercial buildings shall be in strict conformity with the provisions of this Code and with approved standards of construction for safety to life and property. If sections contained within this Code do not prescribe a specific type or class of material or specific standards of construction, then the applicable standards as set forth in the currently adopted edition of the ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts with all addendums thereto, published by the American Society of Mechanical Engineers, shall apply to the design, construction,
installation, operation, alteration and repair of this type of lift.”

SECTION 22.

SECTION 4.6.025 – Equipment in hoistways and machine rooms is hereby amended to read as follows:

“All equipment installed in hoistways and machine rooms shall conform to Section 2.8 as set forth in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 23.

SECTION 4.6.035 – Machine rooms and machinery spaces is hereby amended to read as follows:

“Machine rooms and machinery spaces shall conform to Section 2.7 as set forth in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 24.

SECTION 4.6.040 – Buffers is hereby amended to read as follows:

“Buffers shall be installed under cars and counterweights. The buffers shall conform to the applicable section and standards as set forth in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 25.
SECTION 4.6.060 – Car enclosures is hereby amended to read as follows:

“(A) Illumination of cars and lighting fixtures shall be installed and conform with Section 2.14.7 as set forth in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.

(B) The minimum car enclosure measurements shall be forty-eight (48) inches deep and thirty-six (36) inches wide with a front opening door or a front and rear opening door.

(C) A handrail shall be provided on one wall of the car, preferably on the side of the car. The rail size shall be one and one-fourth to one and one-half inches and shall be smooth. The inside surface shall be at least one and one-half inches clear of the wall at a nominal height of thirty-two (32) inches from the elevator floor. Handrails shall not rotate within their fittings.

(D) Emergency Stop Switch shall be installed and have an audible signal installed conforming with Section 2.27.1.2 and Section 2.27.1.1.5 as set forth in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 26.

SECTION 4.6.110 – Required inspections is hereby amended to read as follows:

“All elevators shall be subject to the applicable acceptance, routine, and periodic inspections and tests as specified in the currently adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators. The routine inspections and tests shall be made at intervals not longer than one (1) year. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be made at intervals not longer than five (5) years.”
SECTION 27.

SECTION 4.7.020 – Installation standards is hereby amended to read as follows:

“All alterations and conversions of existing freight type elevators to permit carrying of passengers shall be in strict conformity with the provisions of this Code and with the approved standards of construction for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the latest adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of this type of elevator.”

SECTION 28.

SECTION 4.7.040 – Minimum rated load is hereby amended to read as follows:

“The rated load in pounds for passenger elevators shall be based on the inside net platform area, and shall be not less than shown in Table 2.16.1.1 of the latest adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 29.

SECTION 4.7.060 – Openings prohibited is hereby amended to read as follows:

“Openings or hinged or removable panels in an enclosure are prohibited, other than as required for the following:

(1) Signal, operating, and communication equipment;
(2) Entrances;
(3) Vision panels;
(4) Emergency exits;
(5) Ventilation; and
(6) Access panels for maintenance of equipment when approved by the authority having jurisdiction. Such panels, where provided, shall conform to the applicable rules as set forth and contained in the latest adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators, except that they are not required to be openable from the outside.”

SECTION 30.

SECTION 4.7.080 – Car enclosures is hereby amended to read as follows:

“(A) Illumination of cars and lighting fixtures shall be installed and conform to the applicable rules as set forth and contained in the latest adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.

(B) A handrail shall be provided on one wall of the car, preferably on the side of the car. The rail size shall be one and one-fourth to one and one-half inches and shall be smooth. The inside surface shall be at least one and one-half inches clear of the wall at a nominal height of thirty-two (32) inches from the elevator floor. Handrails shall not rotate within their fittings.”

SECTION 31.
SECTION 4.7.100 – Required inspections is hereby amended to read as follows:

“All elevators shall be subject to the applicable acceptance, routine, and periodic inspections and tests as specified and set forth and contained in the latest adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators. The routine inspections and tests shall be made at intervals not longer than one (1) year. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be made at intervals not longer than five (5) years.”

SECTION 32.

SECTION 4.7.110 – Emergency operation and signaling devices is hereby amended to read as follows:

“All elevators shall comply with and conform with to the emergency operation and signaling devices requirements set forth and contained in the latest adopted edition of the ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 33.

The originals of Sections 4.5.020, 4.5.030, 4.5.040, 4.5.070, 4.5.100, 4.5.105, 4.5.110, 4.5.140, 4.5.180, 4.5.190, 4.5.195, 4.5.200, 4.5.220, 4.5.240, 4.5.250, 4.5.260, 4.5.270, 4.5.280, 4.6.020, 4.6.025, 4.6.035, 4.6.040, 4.6.060, 4.6.110, 4.7.020, 4.7.040, 4.7.060, 4.7.080, 4.7.100 and 4.7.110 are hereby repealed.
SECTION 34.

This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of a summary of this Ordinance once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 12th day of September, 2017.

________________________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

Approved as to Form:

______________________________
Jennifer Magana, Director of Law
First Published in The Wichita Eagle on ______________

DELINEATED

ORDINANCE NO._________

AN ORDINANCE AMENDING SECTIONS 4.5.020, 4.5.030, 4.5.040, 4.5.070, 4.5.100, 4.5.105, 4.5.110, 4.5.140, 4.5.180, 4.5.190, 4.5.195, 4.5.200, 4.5.220, 4.5.240, 4.5.250, 4.5.255, 5.260, 4.5.270, 4.5.280, 4.6.020, 4.6.025, 4.6.035, 4.6.040, 4.6.060, 4.6.110, 4.7.020, 4.7.040, 4.7.060, 4.7.080, 4.7.100 AND 4.7.110; ADDING SECTION 4.5.255, 4.5.290; AND REPEALING THE ORIGINALS OF SECTIONS 4.5.020, 4.5.030, 4.5.040, 4.5.070, 4.5.100, 4.5.105, 4.5.110, 4.5.140, 4.5.180, 4.5.190, 4.5.195, 4.5.200, 4.5.220, 4.5.240, 4.5.250, 4.5.260, 4.5.270, 4.5.280, 4.6.020, 4.6.025, 4.6.035, 4.6.040, 4.6.060, 4.6.110, 4.7.020, 4.7.040, 4.7.060, 4.7.080, 4.7.100 AND 4.7.110; OF THE WICHITA/SEDGWICK COUNTY UNIFIED BUILDING AND TRADE CODE.

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

SECTION 1.

SECTION 4.5.020 – Installation Standards is hereby amended to read as follows:

“(A) All new or modernized elevators, dumbwaiters, escalators, moving walks, material lifts and related hoistways installations made shall be in strict conformity with the provisions of this Code and with the approved standards of construction, for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the ANSI/ASME A17.1-2004 ASME A17.1-2016 Safety Code for Elevators and Escalators with all the addendums thereto, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of elevators, handicapped accessibility lifts, dumbwaiters, escalators and moving walks and their hoistways with the exception of...
Section 8.11.5.2. All elevators, escalators, and related equipment, shall be subject to the applicable acceptance and periodic inspections and tests as specified in the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be made at intervals not longer than five (5) years. By this publication, all provisions of such publication are adopted by reference and made a part of this Code and this Section as though fully set forth herein.

(B) All existing elevators, dumbwaiters, escalators, moving walks, material lifts and related hoistways installations, shall be in strict conformity with the provisions of this Code and with the approved standards of construction, for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the ASME A17.3-2015 Safety Code for Existing Elevators and Escalators with all the addendums thereto, published by the American Society of Mechanical Engineers, shall apply except Sections 2.1.2, 2.1.3, 2.3.1, 2.3.3, 2.7.3, 2.7.4, 3.3.5, 3.4.4.1, 3.5.1, 3.5.5, 3.9.2, 3.10.1, 3.10.2 & 4.5.2 shall have an effective date of January 1, 2019; Sections 2.1.4, 2.2.4, 2.8.2, 3.6.1 & 3.10.4 shall have an effective date of January 1, 2020; Sections 3.6.2, 3.10.3 & 4.7.2 shall have an effective date of January 1, 2021; Sections 2.2.2 & 2.6.1 shall have an effective date of January 1, 2022; Sections 3.4.2, 3.11.3 & 4.3.3 shall have an effective date of January 1, 2023. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be made at intervals not longer than five (5) years. By this publication, all provisions of such publication are adopted by reference and made
a part of this Code and this Section as though fully set forth herein.

(C) All handicapped accessibility lifts, inclined stairway chairlifts, inclined and vertical platform lifts, and private residence inclined stairway chairlifts and private residence inclined and vertical platform lifts shall be in strict conformity with the provisions of this Code and with the approved standards of construction, for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the ANSI/ASME A18.1-2003 ASME A18.1-2014 Safety Standard for Platform Lifts and Stairway Chairlifts with all addendums thereto, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of handicapped accessibility lifts. All handicapped accessibility lifts, inclined stairway chairlifts, inclined and vertical platform lifts, and private residence inclined stairway chairlifts and private residence inclined and vertical platform lifts and related equipment, shall be subject to the applicable acceptance tests as specified in the currently adopted edition of the ANSI/ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts. All handicapped accessibility lifts, inclined stairway chairlifts, inclined and vertical platform lifts, except in a private residence, shall be subject to periodic inspections and one (1) year and five (5) year periodic tests as specified in the currently adopted edition of the ANSI/ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts. The periodic inspections shall be made at intervals not longer than one (1) year. By this publication, all provisions of such publication are adopted by reference and made a part of this Code and this Section as though fully set forth herein.”
SECTION 2.

SECTION 4.5.030 – Definitions is hereby amended to read as follows:

“Elevator” as used in this Code, is inclusive of elevators, escalators, dumbwaiters, moving walks and material lifts.

"Elevator contractor” is a person, firm or corporation licensed to bid, plan, layout, install and supervise the installation, repair or maintenance of elevators and their associated equipment, material or devices.

"Handicapped accessibility lift" means a hoisting and lowering mechanism equipped with a car, platform or chair that is installed in locations for use by the physically handicapped. For purposes of this Code, this definition specifically refers to the following devices: inclined stairway chairlifts, inclined and vertical platform lifts, and private residence inclined stairway chairlifts and private residence inclined and vertical platform lifts.

"Handicapped accessibility lift contractor" is a person, firm or corporation licensed to bid, plan, layout, install and supervise the installation, repair or maintenance of handicapped accessibility lifts and their associated equipment, material or devices.

"Modernization," as used in this Code, means updating all aspects of the car, platform, hoistway, machine room and all related equipment. The requirements set forth in the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators, published by the American Society of Mechanical Engineers shall apply.”
SECTION 3

SECTION 4.5.070 – Elevator inspectors—Authority to remove from service is hereby amended to read as follows:

“The elevator inspector shall have the authority to remove from service or cause to be removed from service, any elevator or escalator when the periodic test or periodic inspection is past the required interval as set forth by MABCD per ASME A17.1 Section 8.11.1.3, or when necessary for the protection of life or property, and shall order the equipment out of service until the same is made safe and conforms to the standards set forth in this Section Code and verified by the inspector. Removal of a red tag is a violation and subject to penalties listed in Article 1 Section 3 of this Code.”

SECTION 4.

SECTION 4.5.100 – Elevator certificates – Application – Examination - Renewal is hereby amended to read as follows:

“Applications for examination for a master elevators certificate shall be made to the MABCD. Applicants for the elevators examination shall provide written documented proof of at least four (4) years practical experience as a mechanic or mechanic apprentice in the elevator or handicapped accessibility lift construction industry or attending an accredited elevator trade school. No more than one (1) year of the requirement may be satisfied by trade related schooling consisting of minimum of two hundred forty (240) nine hundred thirty (930) hours classroom training.

Documentation shall be the following:

(1) written letter on company letterhead from employer(s) stating job description and dates of employment;
(2) copy of a transcript or attendance record from an accredited elevator trade school;
(3) a written letter on a city letterhead from the building official or elevator inspection division of a city where the applicant is licensed as an elevator or handicapped accessibility lift contractor, or is certified by that city as an electrical elevator master and stating the length of time of the certification or license.

The fee for an examination and original certificate for an elevator master shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. This fee shall be paid to the MABCD when the application for an examination is made. Such certificate shall expire on December 31st of each odd-numbered year.

The biennial fee for renewal of this certificate shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. Any holder of a certificate who fails to renew the same by March 1st from the date of expiration shall be required to take a new examination before receiving a new certificate.

A ninety (90) day temporary journeyman elevator certificate may be issued to an applicant providing documented proof of at least four (4) years practical experience in the elevator or handicapped accessibility lift construction industry.

Documentation shall be one of the following:

(1) written letter on company letterhead from employer(s) stating job description and dates of employment;
(2) a written letter on a city letterhead from the building official or elevator inspection division of a city where the applicant is licensed as an elevator or handicapped accessibility lift contractor, or is certified by that city as an electrical elevator master and stating the length of time of the certification or license.
The fee for this certificate shall be established by the Director of the MABCD to cover the administrative costs of issuing such certificates. Such certificates shall be limited to one (1) in twenty-four (24) months to each applicant.”

SECTION 5.

SECTION 4.5.105 – Elevator certificates - Reciprocity is hereby amended to read as follows:

“Any person with written proof of successful completion of the required elevator master test promulgated or administered, or both, by Prometric, a current subsidiary of Educational Testing Services, with a minimum passing score of seventy-five (75) percent, since January 1, 2006 or any person with written proof of successful completion of the QEI-1 test promulgated or administered, or both, by National Association of Elevator Safety Authorities International, Elevator Industry Work Preservation Fund or QEI Services—Robinson Elevator Group, with a minimum passing score of seventy-five (75) percent and the QEI certification is still active, or written proof of successful completion of any national elevator code test with a minimum passing score of seventy-five (75) percent, designed and promulgated by a nationally recognized testing agency since January 1, 2006 shall be issued the appropriate certificate. The MABCD shall establish a uniform fee to be charged for certificates.”

SECTION 6.

SECTION 4.5.110 – License – Issuance of elevator contractor is hereby amended to read as follows:

“Any person, firm, entity or corporation shall be issued an elevator license, provided such person or one active officer of the firm or corporation who devotes full time to that firm or corporation shall have submitted evidence and has qualified as to experience and ability in
matters pertaining to the installation and maintenance of elevators. Such experience and ability must be confirmed by successful passage of an examination as required in Section 4.5.100 of this Code. The license shall expire on December 31st of each odd-numbered year in which so issued.”

**SECTION 7.**

**SECTION 4.5.140 – License – Issuance of handicapped accessibility lifts contractor** is hereby amended to read as follows:

“All person, firm, entity or corporation shall be issued a handicapped accessibility lifts license, provided such person or one active member or officer of the firm or corporation who devotes full time to that firm or corporation shall have submitted evidence of qualifications and experience and has been examined as required in Section 4.5.100 of this Code in handicapped accessibility lifts. The license shall expire on December 31st of each odd-numbered year in which so issued.”

**SECTION 8.**

**SECTION 4.5.180 – Owners requesting elevator removed from service** is hereby amended to read as follows:

“All owners requesting an elevator removed permanently from service shall have the elevator contractor perform the following:

(A) Hydraulic Elevator: Open the manual lowering valve and land the elevator car on the springs. Remove the hydraulic fluid.

(B) Traction Elevator: Lower the elevator car and land on the springs. Remove the hoist cables.

(C) All elevators shall have the load side conductors to the disconnecting means removed and a lock shall be installed.
Owners requesting an elevator removed temporarily from service shall allow the elevator inspector to perform the following:

(A) Remove the source of power to the elevator by turning off the electrical disconnect, installing a lock, and a red tag on the disconnect as applicable.

A re-inspection fee shall apply when an elevator is to be returned to service.”

SECTION 9.

SECTION 4.5.190 – Alterations and repairs is hereby amended to read as follows:

“The following alterations and/or repairs require permits from the MABCD:

(1) Increase in rated load or speed;
(2) Increase or decrease in dead weight of car;
(3) Increase or decrease in travel;
(4) Change in type of operation or control;
(5) Replacement, change in size, length or number of suspension ropes, belts or chains;
(6) Replacement, change in size or length of safety or governor ropes;
(7) Replacement, change in size or type of guide rails;
(8) Replacement, change in type or addition of a car or counterweight safety;
(9) Change in power supply;
(10) Replacement of an existing machine by a new driving machine;
(11) Replacement of an existing governor by a new governor;
(12) Replacement of an existing controller by a new controller;
(13) Replacement of an existing driving machine brake by a new brake;
(14) Replacement of tanks or anticreep leveling device;
(15) Replacement of pump, motor or valves;

(16) Replacement of hoistway doors;

(17) Replacement of hoistway door re-opening devices;

(18) Addition or replacement of hoistway-door locking devices or car-door or gate electric contacts;

(19) Addition or replacement of hoistway access switches;

(20) Addition or replacement of top-of-car operating devices;

(21) Addition or replacement of top-of-car, hoistway-door and/or car-door or gate operating devices;

(22) Addition or replacement of rope equalizers;

(23) Addition or replacement of auxiliary rope-fastening devices;

(24) Addition or replacement of car-leveling or truck-zoning devices;

(25) Addition or replacement of roller guide shoes;

(26) Addition or replacement of automatic transfer device;

(27) Addition or replacement of fire service;

(28) Addition or replacement of ADA compliant devices;

(29) Replacement of hydraulic cylinder or plunger;

(30) Replacement, addition or removal of canopy, wall or floor covering;

(31) Replacement of car operation panel;

(32) Prior to placing an elevator back in service after it has been red tagged;

(33) Replacement of escalator step(s);

(34) Addition or replacement of elevator operation security devices.”
SECTION 10.

SECTION 4.5.195 – Elevator inspected prior to use is hereby amended to read as follows:

“All new and red tagged elevators shall be inspected and approved prior to use by the public. The elevator contractor shall notify the elevator inspector two business days before the elevator is ready for inspection.

When the elevator inspector observes or it is called to his attention that any elevator work is installed contrary to or in violation of any provisions of this Code, it shall be his duty to immediately notify the person responsible for the installation that the violation or violations exist. All defective or substandard installations shall be corrected within forty-eight hours from time of notification by the elevator inspector, a reasonable time frame as set forth by the MABCD.”

SECTION 11.

SECTION 4.5.200 – Permit required – Fees listed is hereby amended to read as follows:

“It is unlawful for any person, firm, entity, or corporation to do or cause to be done the installation, alteration, maintenance or repair of elevators, handicapped accessibility lifts, dumbwaiters, escalators or moving walks in or on any building or premises in the MABCD jurisdiction without first having obtained a permit from the office of MABCD. Applications for permits shall be made on forms furnished by MABCD, duly executed and signed by a person properly authorized to obtain permits for the applicant. The application may be presented in person, by electronic media or by mail and accompanied by the fee as listed in See Article 1.2 of this Code.”

SECTION 12.
SECTION 4.5.220 – Replacement of controller is hereby amended to read as follows:

“Replacement of the controller that changes the type of operation or control of the elevator shall require modernization of the elevator.”

SECTION 13.

SECTION 4.5.240 – Smoke detectors in hoistways is hereby amended to read as follows:

“Smoke detectors shall not be installed in elevator hoistways unless they are installed to activate the elevator hoistway relief equipment or for the protection of elevator control equipment.”

SECTION 14.

SECTION 4.5.250 – Sump pump discharge is hereby amended to read as follows:

“Sump pumps in the pit of an elevator or escalator shall discharge to the outside of the building or into a clear or opaque transparent plastic fifty-five (55) gallon storage container that is located in the machine room or adjacent room. This storage unit shall have a label that reads “Hydraulic Fluid or Grease with Water” with a minimum of two (2) inch letters.”

SECTION 15.

SECTION 4.5.255 – Pit hydraulic oil overflow containers.

“All elevator cylinder hydraulic oil overflow containers shall be clear or transparent, shall be a maximum five (5) gallon container, and shall be installed for each separate cylinder.”

SECTION 16.
SECTION 4.5.260 – Inspection compliance certificates is hereby amended to read as follows:

“The elevator inspector, as provided for in Section 4.5.040, shall perform acceptance and periodic inspections and tests as required by this Code and when found in compliance with this Section will, after all fees are paid in accordance with Section 4.5.200, issue a compliance certificate for all commercial applications. This certificate shall be permanently displayed in the elevator car for which the certificate was issued. The certificate shall be framed and installed not less than five feet nor more than five feet six inches from the platform of the car to the bottom of the frame or a location approved by the elevator inspector. Escalators and handicap accessibility lifts shall have the compliance certificate permanently displayed in a frame adjacent to the equipment and at a location approved by the elevator inspector. The frame shall be a minimum of six (6) inches by nine (9) inches.

SECTION 17.

SECTION 4.5.270 – Emergency communications for commercial installations is hereby amended to read as follows:

“A telephone that meets the Americans with Disabilities Act (ADA) standards must be installed in each elevator car. An identification tag shall be installed at the main telephone terminal in the building identifying the telephone line that is assigned to the elevator. It is unlawful for any person to have an automatic dialing device installed in the elevator dial directly into the emergency communications center whether by dialing 911 or otherwise.”
SECTION 4.5.280 – Emergency operation and signaling devices is hereby amended to read as follows:

“All new elevators shall comply and conform with the emergency operation and signaling devices requirements set forth and contained in the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 19.

SECTION 4.5.290 – Car enclosures.

“A handrail shall be provided on one wall of the car, preferably on the side of the car. The rail size shall be one and one-fourth to one and one-half inches and shall be smooth. The inside surface shall be at least one and one-half inches clear of the wall at a nominal height of thirty-two (32) inches from the elevator floor. Handrails shall not rotate within their fittings.”

SECTION 20.

SECTION 4.6.020 – Installation Standards is hereby amended to read as follows:

“All installations of private residence elevators in commercial structures for use by persons with a disability shall be in strict conformity with the provisions of this Code and with the approved standards of construction for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the applicable standards as set forth for elevators and contained in the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators, published by the American Society of Mechanical Engineers shall apply to the design, construction, installation, operation, alteration and repair of this type of
elevator.

All installations of wheelchair lifts and stairclimb lifts in commercial buildings shall be in strict conformity with the provisions of this Code and with approved standards of construction for safety to life and property. If sections contained within this Code do not prescribe a specific type or class of material or specific standards of construction, then the applicable standards as set forth in the currently adopted edition of the ANSI/ASME A18.1 Safety Standard for Platform Lifts and Stairway Chairlifts with all addendums thereto, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of this type of lift.”

SECTION 21.

SECTION 4.6.025 – Equipment in hoistways and machine rooms is hereby amended to read as follows:

“All equipment installed in hoistways and machine rooms shall conform to Section 2.8 of the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 22.

SECTION 4.6.035 – Machine rooms and machinery spaces is hereby amended to read as follows:

“Machine rooms and machinery spaces shall conform to Section 2.7 of the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 23.
**SECTION 4.6.040 – Buffers** is hereby amended to read as follows:

“Buffers shall be installed under cars and counterweights. The buffers shall conform to the applicable section and standards of the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”

**SECTION 24.**

**SECTION 4.6.060 – Car enclosures** is hereby amended to read as follows:

“(A) Illumination of cars and lighting fixtures shall be installed and conform with Section 2.14.7 of the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.

(B) The minimum car enclosure measurements shall be forty-eight (48) inches deep and thirty-six (36) inches wide with a front opening door or a front and rear opening door.

(C) A handrail shall be provided on one wall of the car, preferably on the side of the car. The rail size shall be one and one-fourth to one and one-half inches and shall be smooth. The inside surface shall be at least one and one-half inches clear of the wall at a nominal height of thirty-two (32) inches from the elevator floor. Handrails shall not rotate within their fittings.

(D) Emergency Stop Switch shall be installed and have an audible signal installed conforming with Section 2.27.1.2 and Section 2.27.1.5 of the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”

**SECTION 25.**
SECTION 4.6.110 – Required inspections is hereby amended to read as follows:

“All elevators shall be subject to the applicable acceptance, routine, and periodic inspections and tests as specified in the currently adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators. The routine inspections and tests shall be made at intervals not longer than one (1) year. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be made at intervals not longer than five (5) years.”

SECTION 26.

SECTION 4.7.020 – Installation standards is hereby amended to read as follows:

“All alterations and conversions of existing freight type elevators to permit carrying of passengers shall be in strict conformity with the provisions of this Code and with the approved standards of construction for safety to life and property. If sections contained within this Code, in a given situation, do not prescribe a specific type or class of material or specific standards of construction, then the standards as set forth and contained in the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators, published by the American Society of Mechanical Engineers, shall apply to the design, construction, installation, operation, alteration and repair of this type of elevator.”

SECTION 27.

SECTION 4.7.040 – Minimum rated load is hereby amended to read as follows:

“The rated load in pounds for passenger elevators shall be based on the inside net platform area, and shall be not less than shown in Table 2.16.1.1 of the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”
SECTION 4.7.060 – Openings prohibited is hereby amended to read as follows:

“Openings or hinged or removable panels in an enclosure are prohibited, other than as required for the following:

(1) Signal, operating, and communication equipment;
(2) Entrances;
(3) Vision panels;
(4) Emergency exits;
(5) Ventilation; and
(6) Access panels for maintenance of equipment when approved by the authority having jurisdiction. Such panels, where provided, shall conform to the applicable rules as set forth and contained in the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators, except that they are not required to be openable from the outside.”

SECTION 29.

SECTION 4.7.080 – Car enclosures is hereby amended to read as follows:

“(A) Illumination of cars and lighting fixtures shall be installed and conform to the applicable rules as set forth and contained in the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.

(B) A handrail shall be provided on one wall of the car, preferably on the side of the car. The rail size shall be one and one-fourth to one and one-half inches and shall be smooth. The inside surface shall be at least one and one-half inches clear of the wall at a nominal height of thirty-two (32) inches from the elevator floor. Handrails shall not rotate within their fittings.”

SECTION 30.
SECTION 4.7.100 – Required inspections is hereby amended to read as follows:

“All elevators shall be subject to the applicable acceptance, routine, and periodic inspections and tests as specified and set forth and contained in the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators. The routine inspections and tests shall be made at intervals not longer than one (1) year. The periodic inspections and periodic tests of category 1 shall be made at intervals not longer than one (1) year. The periodic tests of category 3 and 5 shall be made at intervals not longer than five (5) years.”

SECTION 31.

SECTION 4.7.110 – Emergency operation and signaling devices is hereby amended to read as follows:

“All elevators shall comply with and conform with to the emergency operation and signaling devices requirements set forth and contained in the latest adopted edition of the ANSI/ASME A17.1 Safety Code for Elevators and Escalators.”

SECTION 32.

The originals of Sections 4.5.020, 4.5.030, 4.5.040, 4.5.070, 4.5.100, 4.5.105, 4.5.110, 4.5.140, 4.5.180, 4.5.190, 4.5.195, 4.5.200, 4.5.220, 4.5.240, 4.5.250, 4.5.260, 4.5.270, 4.5.280, 4.6.020, 4.6.025, 4.6.035, 4.6.040, 4.6.060, 4.6.110, 4.7.020, 4.7.040, 4.7.060, 4.7.080, 4.7.100 and 4.7.110 are hereby repealed.

SECTION 33.
This ordinance shall be included in the Wichita/Sedgwick County Unified Building and Trade Code, and shall be effective upon its passage and publication of this Ordinance once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this ________ day of __________________, 2016.

______________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

Approved as to Form:

______________________________
Jennifer Magana, Director of Law
TO: Mayor and City Council

SUBJECT: City Code Amendment, Pavement Cut, Dirt Cut, and Other Permit Fee Adjustments for Inflation to Ensure Cost Recovery (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

**Recommendation:** Place the amending ordinance on first reading, and approve the fee increases recommended by the Department of Public Works & Utilities.

**Background:** Under Wichita Municipal Ordinance § 10.34.020, permit fees are intended to offset the actual cost of inspections and the recovery of the costs of the permitting process. These permits include cement and striping contractor licenses, use of right-of-way permits, pavement cut permits, dirt cut permits, and curb cut permits.

Each year, the charges are to be adjusted by applying an increase commensurate with a running average of the Consumer Price Index for all Urban Consumers (CPI-U) for the preceding three years. This charge and the adjustment thereof shall be determined by the Department of Public Works & Utilities.

Previously, the ordinance only allowed the adjustment of the 10.34.010 fees (those “above” the adjustment section) but the order in which fee tables were codified left fees listed both above and below the adjustment section. Because of this, an amending ordinance is necessary to adjust the fees in all schedules in Title 10, both those “above” and “below” § 10.34.020. Also clarified is permissive language for when the fees are increased.

**Analysis:** The CPI-U was used to adjust the fee increases. Using a running average of the CPI-U, permit fees increased approximately 2.25% from the original permit fees calculated for cost recovery in 2015. The increase in fees is to account for inflation as measured by the CPI-U, and will take effect following publication of the amending ordinance.

**Financial Considerations:** The fee increases will result in approximately a $10,000 increase in cost recovery revenues.

**Legal Considerations:** The Law Department has prepared the amending ordinance and approved it as to form.

**Recommendations/Actions:** It is recommended that the City Council place the amending ordinance on first reading, approve the proposed fee increases and authorize the necessary signatures.

**Attachments:** Existing and proposed fee comparison table, and amending ordinance.
City of Wichita Right-of-Way and Easement Permits

Use Permit One-Time Processing Fees

The following table summarizes permit the changes in permit fees increasing for the CPI-U for all items, all users, May 2017 is (unadjusted) 244.733 (US City Average, https://www.bls.gov/cpi/cpid1705.pdf, page 52). The three-year running average for the CPI-U increased from 2015 to 2018 by 2.28%

<table>
<thead>
<tr>
<th>Permit</th>
<th>Current Fee</th>
<th>Proposed Fee (rounded)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use of easement permit – one time processing charge</td>
<td>$330</td>
<td>$345</td>
</tr>
<tr>
<td>Use of right-of-way - one time processing charge</td>
<td>$125</td>
<td>$130</td>
</tr>
<tr>
<td>Contractor license - test</td>
<td>$70</td>
<td>$75</td>
</tr>
<tr>
<td>Contractor license - annual</td>
<td>$60</td>
<td>$65</td>
</tr>
<tr>
<td>Sidewalk permit - 0 to 20 feet (per address)</td>
<td>$90</td>
<td>$95</td>
</tr>
<tr>
<td>Sidewalk permit - over 20 feet (per address)</td>
<td>$105</td>
<td>$110</td>
</tr>
<tr>
<td>Overweight vehicles</td>
<td>$55</td>
<td>$60</td>
</tr>
<tr>
<td>Wheel chair ramp / curb cuts / flumes (per address)</td>
<td>$100</td>
<td>$105</td>
</tr>
<tr>
<td>Dirt cut permit (per block)</td>
<td>$150</td>
<td>$155</td>
</tr>
<tr>
<td>Pavement cut permit (per block)</td>
<td>$100</td>
<td>$105</td>
</tr>
<tr>
<td>Above Ground Structure Permits (incl dirt cut) (each)</td>
<td>$240</td>
<td>$250</td>
</tr>
<tr>
<td>Test wells (per well)</td>
<td>$100</td>
<td>$105</td>
</tr>
<tr>
<td>Parking meter hood (per day, each)</td>
<td>$20</td>
<td>$20</td>
</tr>
<tr>
<td>Use of street permit (admin fee) (each)</td>
<td>$55</td>
<td>$60</td>
</tr>
<tr>
<td>Use of street permit - per square foot</td>
<td>$0.009</td>
<td>$0.009</td>
</tr>
<tr>
<td>Temporary asphalt/unpaved permits (per address)</td>
<td>$60</td>
<td>$65</td>
</tr>
</tbody>
</table>

*The six and three month contractor license options are proposed to be removed.*
<table>
<thead>
<tr>
<th>ENCROACHMENT DESCRIPTION</th>
<th>CURRENT FEE</th>
<th>PROPOSED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) At-grade scales for vehicles. (per square foot)</td>
<td>$0.65</td>
<td>$0.68</td>
</tr>
<tr>
<td>(2) Ventilation and other ducts, sidewalk elevators, and similar Structures. (per square foot)</td>
<td>$0.65</td>
<td>$0.68</td>
</tr>
<tr>
<td>(3) Bridges, roofs, canopies, and similar Structures. (per square foot)</td>
<td>$0.30</td>
<td>$0.31</td>
</tr>
<tr>
<td>(4) Clocks, sculptures, and similar Structures. (each)</td>
<td>$25.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>(5) Fences, walls, retaining walls, and similar Structures. (per linear foot)</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>(6) Overhead hoist beams and cranes. (each)</td>
<td>$31.00</td>
<td>$32.00</td>
</tr>
<tr>
<td>(7) Permanent flag poles and light poles supported by public property, (not permitted in footway). (each)</td>
<td>$25.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>(8) Fire escapes, steps, docks, loading platforms, or landings. (per square foot)</td>
<td>$12.50</td>
<td>$13.00</td>
</tr>
<tr>
<td>(9) Tunnels for private use. (per cubic foot)</td>
<td>$0.25</td>
<td>$0.26</td>
</tr>
<tr>
<td>(10) Tanks under public property, including necessary connection pipes and other appurtenances. All tank installations shall be regulated by the International Building Code, the International Fire Code, and any applicable City e-zoning ordinances, and any other applicable regulations. No tank installation shall be used for storage of material with a flash point below 37.8ºC (100.0ºF), as listed on the material’s MSDS sheet. (per gallon of capacity)</td>
<td>$0.15</td>
<td>$0.16</td>
</tr>
<tr>
<td>(11) Manholes, coalholes, vaults or subsurface spaces other than tunnels. The space shall be measured from the private property line to the outside of the wall enclosing the space and from the floor of the space to the traffic surface. (per cubic foot)</td>
<td>$0.05</td>
<td>$0.05</td>
</tr>
<tr>
<td>(12) Car tracks (private, not operated by common carrier). (per linear foot)</td>
<td>$2.50</td>
<td>$2.50</td>
</tr>
<tr>
<td>(13) Pipe lines, wires, or conduits not exceeding five hundred (500) feet in length and two (2) feet in diameter that are not public utilities. (per linear foot)</td>
<td>$1.50</td>
<td>$1.50</td>
</tr>
<tr>
<td>(14) Pipes over two (2) feet in diameter are not permitted except by special permission of the City Engineer. Determined by City Engineer.</td>
<td>$2.50</td>
<td>$2.50</td>
</tr>
<tr>
<td>(15) Pipes exceeding five hundred (500) feet in length. (per linear foot)</td>
<td>$2.50</td>
<td>$2.50</td>
</tr>
<tr>
<td>(16) Use of streets, alleys or other public right-of-way. This section is for any use not categorized including paved parking in the right-of-way.</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
<tr>
<td>(a) In the area bounded on the south by the centerline of Waterman Street, on the west by the centerline of the Arkansas River, on the north by the centerline of Central Street, and on the east by the centerline of Washington Street. (per square foot)</td>
<td>$0.03</td>
<td>$0.03</td>
</tr>
<tr>
<td>(b) In the remainder of the City the use of the five thousand (5,000) square feet of land or less. (per square foot)</td>
<td>$0.50</td>
<td>$0.52</td>
</tr>
<tr>
<td>(c) In the remainder of the City, the use of five thousand (5,000) square feet of land or more is subject to the approval of the City Manager. Determined by City Manager.</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>(17) Use of drainage dedications or easements for purposes such as gardens or fence-in areas. (per square foot)</td>
<td>$0.03</td>
<td>$0.03</td>
</tr>
<tr>
<td>(18) Wells, either supply or discharge, on public property, including necessary connection pipes and appurtenances. (each)</td>
<td>$25.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>(19) Bollards. (each)</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>(20) Streetscaping (e.g. benches, bike racks, portable planters) (each)</td>
<td>$5.00</td>
<td>$5.00</td>
</tr>
<tr>
<td>(21) Open drainage Structures of any type. (per square foot)</td>
<td>$0.50</td>
<td>$0.52</td>
</tr>
<tr>
<td>(22) Any other Encroachment, including permanent planters. (per square foot)</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>(23) “Sandwich board” signs with an area of twelve (12) square feet or less (subject to approval by MABC) (each plus MABC fees).</td>
<td>$25.00</td>
<td>$26.00</td>
</tr>
<tr>
<td>(24) “Monument” signs (subject to approval by MABC) (per square foot plus MABC fees)</td>
<td>$10.00</td>
<td>$10.00</td>
</tr>
<tr>
<td>(25) All other signs, per square foot of sign face (one side only) (subject to approval by MABC) (per square foot plus MABC fees).</td>
<td>$1.00</td>
<td>$1.00</td>
</tr>
</tbody>
</table>
ORDINANCE NO.  

AN ORDINANCE AMENDING SECTION 10.34.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS OF CERTAIN INSPECTIONS AND PERMIT FEES, AND REPEALING THE PRIOR VERSION OF SUCH SECTION.

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

SECTION 1. Section 10.34.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Sec. 10.34.020. - Cost of inspections and permitting process. The charges in this section chapter are intended to offset the actual cost of inspections and the recovery of the costs of the permitting process. Beginning in 2016, the charges in Section 10.34.010 above and in Sections 10.34.030 and 10.34.040 below shall may be adjusted by applying an increase commensurate with a running average of the Consumer Price Index for all Urban Consumers (CPI-U) for the preceding three years; this charge and the adjustment thereof shall be determined by the city engineer and be adjusted in $5.00 increments except for the use of street permit charges, which shall be adjusted in $0.001 increments.

SECTION 2. The prior version of Section 10.34.020 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 __________, 2017.

CITY OF WICHITA, KANSAS

By ___________________________________________________________________
Jeff Longwell, Mayor

ATTEST:
_____________________________________________________________________
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

_____________________________________________________________________
Jennifer Magaña, City Attorney and
Director of Law
ORDINANCE NO. ________________

AN ORDINANCE AMENDING SECTION 10.34.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS OF CERTAIN INSPECTIONS AND PERMIT FEES, AND REPEALING THE PRIOR VERSION OF SUCH SECTION.

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

SECTION 1. Section 10.34.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Sec. 10.34.020. - Cost of inspections and permitting process. The charges in this chapter are intended to offset the actual cost of inspections and the recovery of the costs of the permitting process. Beginning in 2016, the charges in Section 10.34.010 above and in Sections 10.34.030 and 10.34.040 below may be adjusted by applying an increase commensurate with a running average of the Consumer Price Index for all Urban Consumers (CPI-U) for the preceding three years; this charge and the adjustment thereof shall be determined by the city engineer and be adjusted in $5.00 increments except for the use of street permit charges, which shall be adjusted in $0.001 increments.

SECTION 2. The prior version of Section 10.34.020 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
__________, 2017.

CITY OF WICHITA, KANSAS

By __________________________
               Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

______________________________
Jennifer Magaña, City Attorney and
          Director of Law
ORDINANCE NO. 50-587

AN ORDINANCE AMENDING SECTION 10.34.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS OF CERTAIN INSPECTIONS AND PERMIT FEES, AND REPEALING THE PRIOR VERSION OF SUCH SECTION.

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

SECTION 1. Section 10.34.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Sec. 10.34.020. - Cost of inspections and permitting process. The charges in this chapter are intended to offset the actual cost of inspections and the recovery of the costs of the permitting process. Beginning in 2016, the charges in Section 10.34.010 above and in Sections 10.34.030 and 10.34.040 below may be adjusted by applying an increase commensurate with a running average of the Consumer Price Index for all Urban Consumers (CPI-U) for the preceding three years; this charge and the adjustment thereof shall be determined by the city engineer and be adjusted in $5.00 increments except for the use of street permit charges, which shall be adjusted in $0.001 increments.

SECTION 2. The prior version of Section 10.34.020 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 12th day of September, 2017.

CITY OF WICHITA, KANSAS

By_______________________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

______________________________
Jennifer Magaña, City Attorney and Director of Law
ORDINANCE NO. ____________

AN ORDINANCE AMENDING SECTION 10.34.020 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO COSTS OF CERTAIN INSPECTIONS AND PERMIT FEES, AND REPEALING THE PRIOR VERSION OF SUCH SECTION.

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

SECTION 1. Section 10.34.020 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

Sec. 10.34.020. - Cost of inspections and permitting process. The charges in this section are intended to offset the actual cost of inspections and the recovery of the costs of the permitting process. Beginning in 2016, the charges in Section 10.34.010 above and in Sections 10.34.030 and 10.34.040 below may be adjusted by applying an increase commensurate with a running average of the Consumer Price Index for all Urban Consumers (CPI-U) for the preceding three years; this charge and the adjustment thereof shall be determined by the city engineer and be adjusted in $5.00 increments except for the use of street permit charges, which shall be adjusted in $0.001 increments.

SECTION 2. The prior version of Section 10.34.020 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 __________, 2017.

CITY OF WICHITA, KANSAS

By_______________________________________
Jeff Longwell, Mayor

ATTEST:

______________________________________
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

______________________________________
Jennifer Magaña, City Attorney and Director of Law
TO: Mayor and City Council

SUBJECT: Use of Sales Proceeds for Dunbar Theatre Capital Improvements (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Authorize the use of sales proceeds to be restricted for Dunbar Theatre capital improvements; allow proceeds to be moved to an interest bearing account whereby both the City of Wichita and POWER Community Development Corporation (CDC) are named jointly on accounts requiring signatures from both entities.

Background: At the end of January 2017, a payoff request was requested by Security 1st for a Community Development Block Grant (CDBG) Section 108 loan in the amount of $108,000 that was never originated. The request led to the discovery of a City loan guaranty to Bank of the West for nearly $644,000 during this same time frame.

Bank of the West required the City’s payoff of the guaranty after a two year interim construction loan period on the Save A Lot grocery store located at 2402 E. 13th North. The Bank did not assign the Note to the City and the mortgage was released. However, the Guaranty Agreement has a provision that funds are repayable to the City at the transfer of the physical asset.

Analysis: On August 2, 2016, staff reported that POWER CDC intended to contribute an anticipated $1.2 million in equity toward capital improvements at the Dunbar Theatre. This amount was expected from the sale of Save A Lot. However, the proceeds totaled only $645,391.17. A withdrawal was authorized for mold remediation leaving a current balance of $610,791.17. These funds have been held in escrow by Security 1st Title pending City Council action.

POWER CDC is a non-profit organization that has addressed community economic development market failures in District I. The public benefit of having a small business provide access to fresh groceries in a food desert has been created for 12 years. This investment spurred additional activity whereby there are several stores along the 13th Street corridor that provides complement the services that continue to be provided by the Save A Lot.

POWER CDC now seeks to focus on cultural heritage investments with the historic landmark. Consequently, staff recommends that the remaining sales proceeds in the amount of $610,791.17 be converted to a grant for the exclusive use of capital funding to restore and reopen the Dunbar Theatre. This source of funding originates from CDBG program income and would meet the National Objective of benefitting a Low Moderate Area.

In order for accountability of these funds, staff recommends that a Dunbar Theatre advisory board be formed as part of POWER CDC subject to the attached Advisory Board Expertise & Qualifications Matrix. Having this structure will allow for dedicated members to work collectively to complete the restoration timely. The proposed amount would leverage $1.5 million of State Historic Tax Credits committed for construction and pave the way for the organization to make significant advancements toward the total project cost of $5.2 million needed to re-open the facility. POWER CDC recently completed a planning project, which provides the pathway to re-open the Dunbar Theatre in 2020.
Financial Consideration: There is no impact to the General Fund.

Legal Consideration: The Law Department will review and approve as to form.

Recommendation/Actions: It is recommended that the City Council approve the use of sales proceeds for capital improvements at the Dunbar Theatre.

Attachments: Advisory Board Expertise & Qualifications Matrix.
# The Historic Dunbar Theatre

## Advisory Board Expertise & Qualifications Matrix

<table>
<thead>
<tr>
<th>EXPERTISE</th>
<th>Fundraising (Capital and Operational)</th>
<th>Communications (Marketing &amp; Public Relations)</th>
<th>Community Relations</th>
<th>Government Relations</th>
<th>University Relations</th>
<th>Primary &amp; Secondary Education</th>
<th>Organizational Management</th>
<th>Arts &amp; Cultural Partnerships</th>
</tr>
</thead>
<tbody>
<tr>
<td>Experience with capital campaigns, particularly for new organizations/facilities.</td>
<td>Knowledge of leading communication theories and practices, especially in relationship to arts and cultural organizations.</td>
<td>Awareness of, and relationships with, key players in local community, including civic, social and religious organizations.</td>
<td>Strong understanding of protocols and best practices for engaging governmental support.</td>
<td>Awareness of local and national university landscape and emerging trends in higher education.</td>
<td>Awareness of local and national K-12 education landscape.</td>
<td>Financial management expertise, to include oversight of annual budget forecasting and management, audit and regulatory reporting, and general fiscal responsibilities.</td>
<td>Understanding of national and international trends in artistic practice.</td>
<td>Knowledge of and experience with creative/artistic practice, particularly in disciplines featured at The Dunbar.</td>
</tr>
<tr>
<td>Awareness of key players in the non-profit philanthropic sector, including individuals and organizations.</td>
<td>Professional experience with digital communications, particularly emerging trends in social media.</td>
<td>Experience with community organizing and building support for new initiatives.</td>
<td>Relationships with key civic and municipal leadership.</td>
<td>Understanding of community interests, needs, and concerns.</td>
<td>Strong relationships with teachers, administrators and student groups.</td>
<td>Professional experience with executive level non-profit management, particularly with arts/cultural organizations.</td>
<td>Strong relationships with local and national arts and cultural organizations.</td>
<td></td>
</tr>
<tr>
<td>Comfort with and relationships that lead to securing large gifts from major donors and/or funders.</td>
<td>General respect and esteem of local community.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
QUALIFICATIONS

It is paramount that the Advisory Board comprises individuals from a range of backgrounds that represent diversity of thought, expertise, personal experience, age and ethnicities. The qualifications listed below represents a baseline of requirements for potential Advisory Board members. It is expected that individual members will possess a subset of these skills and collectively will represent comprehensive expertise required for the Advisory Board and The Dunbar. Both the Expertise Matrix and Qualifications summary will continue to evolve and be shaped by Advisory Board needs.

- 7+ years professional experience, especially with leadership roles in business, government, philanthropy, or the nonprofit arts sector.
- Strong interpersonal skills and professional relationships across industries.
- Dedication to the preservation and development of African-American arts and culture, and a commitment to the Dunbar’s mission.
- Strong vision for the organization, with a willingness to collaborate with fellow board members and organizational leadership.
- Highly regarded and respected by others within the organization and greater community.
- Willingness to attend meetings and represent the organization at key events and in their personal circles, as necessary to further secure resources for the organization.
TO: Wichita Housing Authority

SUBJECT: Agreement for Voluntary Transfer of Section 8 Housing Choice Voucher Program Services

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Non-Consent)

Recommendation: Approve the Agreement for Voluntary Transfer of Section 8 Housing Choice Voucher Program Services; allow the Wichita Housing Authority to receive the Section 8 Housing Choice Voucher Program from Sedgwick County Housing Authority; adopt the resolution; and authorize the Wichita Housing Authority to administer the program in Sedgwick, Butler and Harvey counties.

Background: The city’s housing authority is confined to the Wichita city limits. Public Housing and the Section 8 Housing Choice Voucher programs are administered impacting 2,700 voucher and 578 public housing households. The county’s housing authority covers the remainder of Sedgwick County in addition to Butler and Harvey counties. Their portfolio is limited to the Section 8 Housing Choice Voucher Program where 342 vouchers are administered.

Since sequestration in 2013, both authorities have experienced program administration challenges resulting in less than optimal performance. Citizens in both urban and rural settings have suffered as a result. In the county, spatial mismatch continues to be an obstacle. The supply of affordable housing is not as readily available outside Wichita city limits. At the same time, a bevy of county residents want to live closer to job opportunities and consumer resources. The city, on the other hand, has had challenges with long waiting periods for inspections. This lag time caused the city’s voucher utilization rate to be of concern in addition to developing a large amount of operating reserve.

The two authorities’ program performances are currently a stark contrast.

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Wichita Housing Authority</th>
<th>Sedgwick County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>City of Wichita</td>
<td>Sedgwick, Butler &amp; Harvey Counties</td>
</tr>
<tr>
<td>Number of Vouchers</td>
<td>2,770</td>
<td>342</td>
</tr>
<tr>
<td>Staffing</td>
<td>18</td>
<td>3</td>
</tr>
<tr>
<td>Occupancy Related to Budget</td>
<td>100%</td>
<td>42%</td>
</tr>
<tr>
<td>Number of 50058s Required</td>
<td>2,582</td>
<td>142</td>
</tr>
<tr>
<td>Number of 50058s Received</td>
<td>2,599</td>
<td>113</td>
</tr>
<tr>
<td>Reporting Rate</td>
<td>100.66</td>
<td>79.58</td>
</tr>
<tr>
<td>Administrative Fee/Voucher</td>
<td>$44.85</td>
<td>$44.85</td>
</tr>
<tr>
<td>Authorized Budget</td>
<td>$1,377,189</td>
<td>$184,068</td>
</tr>
</tbody>
</table>

The county has occupancy and voucher utilization issues. The U.S. Department of Housing and Urban Development (HUD) mandates that all housing authorities attain 98 percent occupancy and voucher utilization rate. Occupancy is merely the number of vouchers issued per the annual budget. Utilization includes occupancy but also adds the reserves to the equation. This rate is not known for the county but the city’s utilization rate has increased to 94 percent more recently, whereas the occupancy to budget is
100 percent. The Sedgwick County Housing Authority is also experiencing problems in submitting electronic records of families that are subsidized.

In 2016, HUD broached the topic for the Wichita Housing Authority to enter into a Cooperative Agreement with Sedgwick County Housing Authority. The impetus for this request was due to the county’s low utilization rate. Allowing the county to lease in the city could potentially help the housing authority to improve program performance. The city declined at the time due to programmatic shortfalls in utilization and the perception of competition for limited affordable housing.

**Analysis:** The consideration of combining efforts is evaluated using the following criteria: (1) administration feasibility; (2) Comprehensive Housing Policy’s Housing Availability and Housing Affordability; (3) geospatial area; and (4) public benefit.

**Administrative Feasibility**

Several dynamics have impacted the Wichita Housing Authority’s Housing Choice Voucher Program to now be in a better predicament to consider expanding. A Housing Quality Standard inspector was recruited and paid with the City’s General Fund. This hire helped to eliminate the wait time for inspections. Two additional positions were filled maximizing the ability to spend available HUD-Held reserve funding. Expending these reserve funds provided additional housing assistance for more than 200 families in 2016. This increased performance output yielded increased administrative fees by $9,000. A new department director was also hired who brought extensive knowledge of HUD initiatives and policy requirements.

Overall, the city’s housing authority has greater economies of scale. The internal controls and database management systems have the capacity to easily add 342 clients without interruption. The city’s staffing levels also make it easier for the county’s responsibilities to be assigned. The county’s staffing level appears to be insufficient in order to comply with HUD guidelines.

**Geospatial Area**

The geographic differences of the two are extremely challenging to consolidation considerations. The Wichita Housing Authority program activities are wholly within the city limits. By contrast, Sedgwick County programs extend into non-Wichita portions of Sedgwick County, as well as Butler and Harvey counties. The large territory would cause hurdles to timely inspecting properties for move-in and annual inspections. One additional inspector full time equivalent may be needed to compensate for this factor. Program participants may experience transportation hardship in getting to recertification meetings occurring in Wichita. There may be opportunities, however, for staff to conduct these meetings at public libraries in Harvey and Butler counties.

**Comprehensive Housing Policy – Housing Availability/Housing Affordability**

Housing availability is more abundant in the city. There has been an uptick in building permits for multifamily dwelling over the last year. New units are coming online monthly, and there is no shortage of affordable housing. There are 32 HUD-assisted properties in the city compared to five within Sedgwick County; nine in Harvey County; and nine in Butler County. The State of Kansas also provides housing rental assistance using Section 42 from the U.S. Treasury. There are 17 State assisted properties in Sedgwick County; 24 in Harvey County; and 20 in Butler County.

Housing affordability is the same for all jurisdictions. The fair market rents are determined each year by HUD. Since all three counties are labeled as Greater Wichita, the rental assistance guidelines are equivalent.
Public Benefit

There are several positive factors for absorbing Sedgwick County Housing Authority:

1) Approximately 200 voucher holders may lease in the city of Wichita
2) An opportunity would be created to expand the Family Self Sufficiency Program to voucher holders living in Sedgwick, Butler and Harper counties.
3) An opportunity to provide Veterans Affairs Supportive Housing to voucher participants that have desire to live in Sedgwick, Butler and Harper Counties

Homeless veterans and rural residents are two populations that would greatly benefit from the combination of the two housing authorities. The Wichita Housing Authority averages 20 available Veterans Affairs Supportive Housing vouchers. Increasing the territory very well may increase the demand and exhaust the supply. Rural residents seeking to move into the city would have voucher access as the Sedgwick County Housing Authority has nearly 200 vouchers available for issuance. Collectively, the city and county would pave the way for residents to have access to affordable housing. The rental assistance would increase quality of life and well-being services to the most vulnerable populations.

IMPLEMENTATION

In order to merge the housing authorities, a municipal structure will need to be made relative to board composition. Combining housing authorities would also require alignment of Administrative Plans, Annual Plans, Five-Year Plan, and financial reporting. The transferred would be effective on January 1, 2018.

Financial Considerations: There is no impact to the General Fund as a result of this action.

Legal Considerations: The Law Department has approved the addendum as to form.

Recommendation/Action: Approve the Agreement for Voluntary Transfer of Section 8 Housing Choice Voucher Program Services; allow the Wichita Housing Authority to receive the Section 8 Housing Choice Voucher Program from Sedgwick County Housing Authority; adopt the resolution; and authorize the Wichita Housing Authority to administer the program in Sedgwick, Butler and Harvey counties.

Attachment: Agreement for Voluntary Transfer of Section 8 Housing Choice Voucher Program Services
City Council Resolution
AGREEMENT FOR VOLUNTARY TRANSFER OF SECTION 8 HOUSING CHOICE VOUCHER PROGRAM SERVICES

by and between:

SEDGWICK COUNTY, KANSAS

and

CITY OF WICHITA, KANSAS

This Agreement made and entered into this ____ day of ______________, 2017, by and between Sedgwick County, Kansas (“County”) and the City of Wichita, Kansas (“City”).

WITNESSETH:

WHEREAS, County, through the Sedgwick County Housing Authority (“SCHA”), currently acts as the housing authority responsible for administration of the Section 8 Housing Choice Voucher Program within: (1) all areas of Sedgwick County that are outside the city limits of the City of Wichita; (2) all of Butler County, Kansas; and (3) all of Harvey County, Kansas; and

WHEREAS, City, through the Wichita Housing Authority (“WHA”), is currently the housing authority responsible for the administration of the Section 8 Housing Choice Voucher Program within the city limits of the City of Wichita; and

WHEREAS, pursuant to K.S.A. 12-2908, any municipality may contract with another municipality to perform any governmental service, activity or undertaking which each contracting municipality is authorized by law to perform, such that the contract is not regarded as an interlocal agreement under the provisions of K.S.A. 12-2901 et seq.; and

WHEREAS, pursuant to K.S.A. 17-2348, the governing bodies for County, Harvey County, and Butler County have all taken action by resolution to designate City, through the WHA, to act on their behalf regarding the Section 8 Housing Choice Voucher Program; and

WHEREAS, the intent of the parties is for County to sub-contract to the City the administration and operations associated with the SCHA Section 8 Housing Choice Voucher Program, effective October 1, 2017 through December 31, 2017 (“Sub-contract”); and

WHEREAS, it is the intent of the parties to transfer the operations and administrative responsibilities associated with the SCHA’s operation of the Section 8 Housing Choice Voucher Program to the City, effective January 1, 2018, contingent upon approval by the United States Department of Housing and Urban Development (“HUD”) (“Transfer”); and

WHEREAS, this Agreement is being entered into as a voluntary transfer consistent with HUD Notice PIH 2015-22, which requires HUD approval, and the WHA is a properly operating housing authority capable of following all applicable federal rules and regulations for carrying out the responsibilities and managing and operating the jurisdiction presently addressed by the SCHA; and
WHEREAS, the parties believe that through economies of scale and enhanced efficiencies, this Agreement will most effectively serve housing services recipients and landlords throughout the current jurisdiction of the SCHA and the WHA; and

WHEREAS, County and City desire to state the terms and conditions under which the aforementioned Sub-contract and Transfer will occur.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the responsibilities of both parties for the Sub-contract and Transfer of Section 8 Housing Choice Voucher Program from the County to the City, such that the City will ultimately administer the operation of the Section 8 Housing Choice Voucher Program within the current jurisdiction of the SCHA.

2. Scope of Services. The City will manage the SCHA, during the Sub-contract timeframe and after the date of Transfer, agrees to ultimately administer the program, adhering to all federal rules and HUD regulations, subject to the following specific conditions:

   a. County authorizes City, through the WHA, to act on behalf of County (or SCHA) in the name of City with respect to all rights and responsibilities that pertain to the Section 8 Housing Choice Voucher Program.

   b. Upon approval of this Agreement, County agrees to transfer to City all SCHA files, other documents, and funds pertaining to Section 8 Housing Choice Voucher Program.

   c. City agrees to maintain the Section 8 Housing Choice Voucher Program funds for the same intent and purpose for which they were originally assigned and intended by HUD, carrying out the responsibilities under the HUD Annual Contributions Contract.

   d. County agrees to hold City harmless from any and all financial and tenant file findings, audit findings, and other claims, as the result of negligence from the County’s administration of the SCHA Section 8 Housing Choice Voucher Program.

   e. City agrees to hold County harmless from any City errors or omissions of contractors or employees from any and all claims and damages arising as a result of negligence by City employees in activities undertaken by City pursuant to this Agreement.

   f. City and County agree to undertake their best efforts to ensure a smooth transition of services for the Sub-contract and Transfer of Section 8 Housing Choice Voucher Program.

   g. All policies and procedures in effect for the WHA shall apply to its provision of services indicated within this Agreement.

   h. City represents that it has or will acquire, all personnel necessary to perform the services under this Agreement.
3. **Compensation.** Upon approval of the Transfer by HUD and within fifteen (15) business days after such approval by HUD, County shall pay City thirty-five thousand dollars and zero cents ($35,000.00), as a fee to cover the administrative costs involved in the City’s management of the Section 8 Housing Choice Voucher Program presently managed by the SCHA. In the event that HUD fails to issue an approval of the Transfer, the parties agree that County would not be responsible for any payment to City.

4. **Rights and Responsibilities; Administrative Fees.** During both the Sub-contract and the Transfer, City assumes all rights and responsibilities of County, as contained within the Section 8 Housing Choice Voucher Program, including but not limited to the receipt of HUD program administration fees, the right to any and all other payments, and the rights and responsibilities of County within any agreements pertaining to the Section 8 Housing Choice Voucher Program. The parties hereby designate their respective managers (City Manager and County Manager), or their designee(s), to sign any documents or otherwise effectuate any transfer consistent with the intent of this Agreement.

5. **Effective Date.** This Agreement shall be effective upon its approval by both City and County governing bodies.

6. **Term of the Sub-contract.** The term of the Sub-contract portion of this Agreement shall be from October 1, 2017 through December 31, 2017, provided that HUD approves the Transfer by December 31, 2017. If HUD does not approve the Transfer by December 31, 2017, the term of the Sub-contract portion of the Agreement shall be from October 1, 2017 through June 30, 2018.

7. **Term of the Transfer.** The term of the Transfer portion of this Agreement shall begin January 1, 2018, provided that HUD approves the Transfer by December 31, 2017. If HUD does not approve the Transfer before by December 31, 2017, the term of the Transfer shall begin July 1, 2018, provided HUD approves the Transfer by March 31, 2018. This Agreement shall be perpetual in duration unless and until either party notifies the other party in writing of its decision to terminate the Agreement, as indicated within Section 8 of this Agreement.

8. **Termination.** Either party may terminate this Agreement, with or without cause, by providing written notice of termination, with such termination not becoming effective until ninety (90) days from the date the notice is sent, or any such date greater than ninety (90) days in the future that is specified within the notice. Any such notice shall be sent to the following addresses and deemed complete upon mailing:

**County:**
Sedgwick County Manager
Sedgwick County Courthouse
525 N. Main, Suite 343
Wichita, Kansas 67203

and

Sedgwick County Counselor’s Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, Kansas 67203-3790
9. Authority to Contract. Each party 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 each party’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 each party to act in connection with the application and to provide such additional information as may be required.

10. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, or shall it be of any force or effect. This Agreement is not intended to confer upon any person or entity other than the Parties any rights or redress hereunder.

11. 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.

12. 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.

13. 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.

14. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

15. Anti-Discrimination Clause. Both parties, and any contractors hired thereby, agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-
1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 8 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County or City cumulatively total $5,000 or less during the County’s or City’s fiscal year.

16. Retention of Records. Unless otherwise specified in this Agreement, the parties agree to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

17. Choice of Law. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

18. Arbitration, Damages, Jury Trial and Warranties. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has consented to a jury trial to resolve any disputes that may arise hereunder. Both parties waive their right to a jury trial to resolve any disputes that may arise hereunder.

19. 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), 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 parties shall at all times stay in conformity with such laws, and as a condition of this Agreement the parties reserve 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.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

_______________________________
David M. Unruh, Chairman
Commissioner, First District

CITY OF WICHITA, KANSAS

______________________________
Jeff Longwell
Mayor

APPROVED AS TO FORM ONLY:

______________________________
Justin M. Waggoner
Assistant County Counselor

APPROVED AS TO FORM ONLY:

______________________________
Jennifer Magana
City Attorney and Director of Law

ATTESTED TO:

______________________________
Kelly B. Arnold
County Clerk

ATTESTED TO:

______________________________
Karen Sublett
City Clerk
RESOLUTION NO. 17-313

A RESOLUTION ACCEPTING THE VOLUNTARY TRANSFER OF THE SECTION 8 HOUSING CHOICE VOUCHER PROGRAM FROM SEDGWICK COUNTY AND AUTHORIZING THE CITY OF WICHITA TO EXERCISE AUTHORITY OVER SAID PROGRAM.

WHEREAS, pursuant to K.S.A. 17-2337, et seq., the Kansas Municipal Housing Law, every municipality shall have the ability to exercise housing authority powers; and

WHEREAS, the City of Wichita has a housing authority for its jurisdiction, known as the Wichita Housing Authority; and

WHEREAS, through the Sedgwick County Housing Authority, Sedgwick County has operated as the housing authority within all of Sedgwick County, except for the portion of Sedgwick County that is within the city limits of the City of Wichita, since 1985; and

WHEREAS, the Sedgwick County Housing Authority has also operated as the housing authority within all of Harvey County and Butler County, and continues to do so at this time; and

WHEREAS, pursuant to K.S.A. 17-2348, a municipality may by resolution authorize any other municipality to act on its behalf with respect to any or all powers under the Kansas Municipal Housing Law; and

WHEREAS, through economies of scale and enhanced efficiencies, Sedgwick County believes that both landlords and housing services recipients in the Section 8 Housing Choice Voucher Program could most effectively be served by a single housing authority administering those programs within the entirety of Sedgwick County; and

WHEREAS, to the extent referenced above, Sedgwick County has, by resolution, authorized the City of Wichita, through the Wichita Housing Authority, to act on behalf of Sedgwick County with respect to Sedgwick County’s powers under the Kansas Municipal Housing Law; and

WHEREAS, Sedgwick County and the City of Wichita are proposing a voluntary transfer of Sedgwick County’s Section 8 Housing Choice Voucher Program to the City of Wichita.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

SECTION 1.

Pursuant to K.S.A. 17-2348, effective October 1, 2017, the City Council prescribes and authorizes the City of Wichita, through the Wichita Housing Authority, to act on behalf of Sedgwick County in the name of the City of Wichita (or the Wichita Housing Authority) with respect to all powers identified within the Kansas Municipal Housing Law, at K.S.A. 17-2337, et seq., that pertain
to the Section 8 Housing Choice Voucher Program.

SECTION 2.

This Resolution authorizes the City of Wichita to enter into the Agreement for Voluntary Transfer of Section 8 Housing Choice Voucher Program Services with Sedgwick County and to exercise housing authority powers over said program. Furthermore, this Resolution is intended to be consistent with the requirements and procedure contained within HUD Notice PIH 2015-22.

ADOPTED by the governing body of the City of Wichita, Kansas, this 5th day of September, 2017.

CITY OF WICHITA, KANSAS

By

Jeff Longwell, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Jennifer Magaña, City Attorney and Director of Law
Wichita, Kansas  
August 28, 2017  
10:00 a.m., Monday  
Conference Room, 12th Floor  

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works and Utilities, Trinh Bui, Principal Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Ian Hutcheson, Fellow, representing the City Manager’s Office and Jamie Buster, Deputy City Clerk, present.

Minutes of the regular meeting dated August 21, 2017, were read and on motion approved.

Bids were opened August 25, 2017 pursuant to advertisements published on:

Wastewater Plant 2 Influent Foremain - Phase 2  (east of Hydraulic, north of 57th Street South)  
(468-85202/620860/666010) MacArthur east of Hydraulic to be closed for 3 weeks. 47th St South east of Hydraulic to be closed for 3 weeks. (District III)  

Wildcat Construction - $10,738,192.50

Water Main Replacement on Mt. Vernon at Gypsum Creek (Mt. Vernon, west of Woodlawn) (448-90758/636435/776068) Traffic to be maintained during construction using flagpersons and barricades. (District III)  

Dondlinger & Sons - $65,970.00

Lateral 16, District R, SS #20; Twin Lakes Sewer Twin Lakes Addition (south of 21st, east of Amidon)  
(468-85220/744445/480136) Traffic to be maintained during construction using flagpersons and barricades. (District VI)  

Dutton Construction and Plumbing, LLC - $59,943.00

Hyatt Proceeds Mitigation Street Repairs Phase 2  (Various locations) (472-85323/707113/211566) Traffic to be maintained during construction using flagpersons and barricades. (District I, II, III, IV, VI)  

PPJ Construction, Inc. * - $1,519,300.00  
*Contract awarded for the Engineer’s Estimate.

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

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

HOUSING AND COMMUNITY SERVICES DEPARTMENT/PUBLIC HOUSING DIVISION:  
HVAC Equipment.

Defer two weeks.
WICHITA TRANSIT: Janitorial Service - Transit Center and Bus Interiors.

SourceOne Management Services, Inc. * - $54,402.00 Group 1
Crowders Cleaning Service * - $31,200.00 Group 2
*Estimate – contract approved on a unit cost basis; refer to attachments.

PARK AND RECREATION DEPARTMENT/MAINTENANCE DIVISION: Picnic Tables and Benches.

Defer two weeks.

INFORMATION TECHNOLOGY/INFORMATION SERVICES: Upgrade Phone Operating System Software from Version 7 to Version 8.

Atos IT Solutions and Services, Inc. * - $52,074.82
*Purchases Utilizing Sole Source of Supply Ordinance No. 35-856 Section 2 (b).

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works & Utilities

Jamie Buster, CMC
Deputy City Clerk
FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: August 28, 2017

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
August 25, 2017
Wastewater Plant 2 Influent Force Main Phase 2 (east of Hydraulic, north of 57th Street) – Public Works & Utilities Department/Engineering Division
Wildcat Construction
$10,738,192.50
Water Main Replacement on Mt. Vernon at Gypsum Creek (Mt. Vernon, west of Woodlawn) – Public Works & Utilities Department/Engineering Division
Dondlinger & Sons
$65,970.00
Twin Lakes Sewer to serve Twin Lakes Addition – Public Works & Utilities Department/Engineering Division
Dutton Construction and Plumbing, LLC
$59,943.00
Hyatt Proceeds Mitigation Street Repairs Phase 2 (Various Locations) – Public Works & Utilities Department/Engineering Division
PPJ Construction, Inc.
(Engineer’s Estimate)
$1,519,300.00

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
August 25, 2017
HVAC Equipment – Housing & Community Services Department/Public Housing Division
(Defer to September 11, 2017)
Janitorial Services for Transit Center & Bus Interiors – Wichita Transit (See Exhibit B for Itemized Pricing in the Formal Bid Report)
Sourceone Management Services, Inc.
Group 1
$54,402.00
Crowder’s Cleaning Service
Group 2
$31,200.00
Picnic Tables & Benches – Park & Recreation Department/Maintenance Division
(Defer to September 11, 2017)
Upgrade Phone Operating System Software from Version 7 to Version 8 – Information Technologies/Information Services
Atos IT Solutions and Services, Inc.
Sole Source of Supply, Ordinance No. 35-856, Section 2(b)
$52,074.82

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

Melinda A. Walker
Purchasing Manager
# SANITARY SEWER BID TABULATION SUMMARY

**BOARD OF BIDS - August 25, 2017**

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<tr>
<th>FB740137</th>
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<th>BRB Contractors Inc.</th>
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<td><strong>$10,738,122.50</strong></td>
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<th>McCullough Excavation</th>
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<td>468-85202</td>
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<th>Stannard Construction d/b/a WB Carter</th>
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CHECKED BY: 

REVIEWED BY: 
### WATER BID TABULATION SUMMARY

**BOARD OF BIDS - August 25, 2017**

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<th>Engineer's Construction Estimate</th>
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<th>Miles Construction</th>
<th>Nowak Construction</th>
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<td>Water Main Replacement on Mt. Vernon at Gypsum Creek</td>
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<tr>
<td>Water Main Replacement on Mt. Vernon at Gypsum Creek</td>
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<td>McCullough Excavation</td>
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<td>(Mt. Vernon, west of Woodlawn)</td>
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<td>Stannard Construction d/b/a WB Carter</td>
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REVIEWED BY: [Signature]

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### SANITARY SEWER BID TABULATION SUMMARY

**BOARD OF BIDS - August 25, 2017**

**FB740156** | Engineer's Construction Estimate | Dondlinger & Sons | Duling Construction | Detten Construction and Plumbing, Inc. | Overall
---|---|---|---|---|---
Twin Lakes Sewer | $72,600.00 | $71,317.00 | | | $59,942.00
Twin Lakes Addition | BID BOND | | | | X
468-85220 ADDENDA | 1 | | | |
(744445) | | | | |

--- | | | | |
Twin Lakes Sewer | $72,600.00 | | | |
Twin Lakes Addition | BID BOND | | | |
468-85220 ADDENDA | 1 | | | |
(744445) | | | | |

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Twin Lakes Sewer | | | | |
Twin Lakes Addition | BID BOND | | | |
468-85220 ADDENDA | 1 | | | |
(744445) | | | | |

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Twin Lakes Sewer | | | | |
Twin Lakes Addition | BID BOND | | | |
468-85220 ADDENDA | 1 | | | |
(744445) | | | | |
# PAVING BID TABULATION SUMMARY

**BOARD OF BIDS - August 25, 2017**

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<th>Contract #</th>
<th>Engineer's Construction Estimate</th>
<th>APAC - Kansas Inc</th>
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<th>Conrejo &amp; Sons, LLC</th>
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<td>(Various Locations)</td>
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<tr>
<td>472-85323 (707113)</td>
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</table>

Contract awarded for Engineer's Estimate $1,519,300.00.

CHECKED BY:  
REVIEWED BY:  

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# BID RESULTS

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

<table>
<thead>
<tr>
<th>Vendor Group Line</th>
<th>Solicitation Type: Formal Bid</th>
<th>Award Method: Aggregate Cost</th>
<th>Department: Housing &amp; Community Services</th>
<th>Close Date/Time: 8/25/2017 10:00 AM CST</th>
<th>Responses: 3</th>
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</thead>
<tbody>
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<td>Vendors</td>
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<td>WASHER SPECIALTIES COMPANY</td>
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City Comments:
Defer to 9-11-17 Housing & Community Services Dept./Public Housing Division

Top of the Page
**BID RESULTS**

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

**Solicitation:** FB740153  Janitorial Svc-Transit Ctr/Bus Interiors  
**Close Date/Time:** 8/25/2017 10:00 AM CST

**Solicitation Type:** Formal Bid  
**Award Method:** Group  
**Department:** Wichita Transit

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<tr>
<th>Vendors</th>
<th>Complete</th>
<th>Bid Total</th>
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<td>SOLID ROCK COMPANIES</td>
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<td>ABLE JANITORIAL INC</td>
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<td>WILSON BUILDING MAINTENANCE INC</td>
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<td>SERVICEMASTER CLEAN AND RESTORE</td>
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<td>ELITE MOBILE DETAIL, INC.</td>
<td>Partial</td>
<td>$91,020.00</td>
</tr>
</tbody>
</table>

**City Comments**

Award 09/05/17 Group 2 Wichita Transit

Award 09/05/17 Group 1 Wichita Transit

Top of the Page
### BID RESULTS

This page summarizes bids by the totals for each group listed on the solicitation.

**Solicitation:** FB740153  Janitorial Svc-Transit Ctr/Bus Interiors  
**Close Date/Time:** 08/25/2017 10:00 AM CST

**Solicitation Type:** Formal Bid  
**Award Method:** Group  
**Department:** Wichita Transit  
**Responses:** 8

#### Group 1

<table>
<thead>
<tr>
<th>Vendors</th>
<th>Complete</th>
<th>Group Total Net Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
<td>Complete</td>
<td>$54,402.00</td>
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<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>Complete</td>
<td>$54,648.00</td>
</tr>
<tr>
<td>SOLID ROCK COMPANIES</td>
<td>Complete</td>
<td>$59,190.00</td>
</tr>
<tr>
<td>ABLE JANITORIAL INC.</td>
<td>Complete</td>
<td>$62,328.00</td>
</tr>
<tr>
<td>WILSON BUILDING MAINTENANCE INC</td>
<td>Complete</td>
<td>$62,586.00</td>
</tr>
<tr>
<td>ELITE MOBILE DETAIL, INC.</td>
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<td>$91,020.00</td>
</tr>
<tr>
<td>EH TECHNICAL SOLUTIONS INC</td>
<td>In-Complete</td>
<td>$0.00</td>
</tr>
<tr>
<td>SERVICEMASTER CLEAN AND RESTORE</td>
<td>In-Complete</td>
<td>$0.00</td>
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</table>

#### Group 2

<table>
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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>Complete</td>
<td>$31,200.00</td>
</tr>
<tr>
<td>SOLID ROCK COMPANIES</td>
<td>Complete</td>
<td>$32,388.00</td>
</tr>
<tr>
<td>ABLE JANITORIAL INC.</td>
<td>Complete</td>
<td>$32,400.00</td>
</tr>
<tr>
<td>EH TECHNICAL SOLUTIONS INC</td>
<td>Complete</td>
<td>$33,120.00</td>
</tr>
<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
<td>Complete</td>
<td>$39,936.00</td>
</tr>
<tr>
<td>WILSON BUILDING MAINTENANCE INC</td>
<td>Complete</td>
<td>$45,636.00</td>
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<tr>
<td>SERVICEMASTER CLEAN AND RESTORE</td>
<td>Complete</td>
<td>$59,628.00</td>
</tr>
<tr>
<td>ELITE MOBILE DETAIL, INC.</td>
<td>In-Complete</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
**BID RESULTS**

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

**Vendor: FB740153  Janitorial Svc-Transit Ctr/Bus Interiors**
**Solicitation Type:** Formal Bid
**Award Method:** Group
**Department:** Wichita Transit
**Close Date/Time:** 8/25/2017 10:00 AM CST
**Go to:** 001

**Responses:** 8

### Line 001 | GROUP 1 Bus - base cleaning interior. Cost per bus.

<table>
<thead>
<tr>
<th>Vendors</th>
<th>QTY</th>
<th>UOM</th>
<th>Price</th>
<th>Extended Cost</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
<td>552</td>
<td>Each</td>
<td>$57.5000</td>
<td>$31,740.00</td>
<td>Complete</td>
</tr>
<tr>
<td>ABLE JANITORIAL INC</td>
<td>552</td>
<td>Each</td>
<td>$61.5000</td>
<td>$33,948.00</td>
<td>Complete</td>
</tr>
<tr>
<td>SOLID ROCK COMPANIES</td>
<td>552</td>
<td>Each</td>
<td>$61.5000</td>
<td>$33,948.00</td>
<td>Complete</td>
</tr>
<tr>
<td>WILSON BUILDING MAINTENANCE INC</td>
<td>552</td>
<td>Each</td>
<td>$64.0000</td>
<td>$35,328.00</td>
<td>Complete</td>
</tr>
<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>552</td>
<td>Each</td>
<td>$64.0000</td>
<td>$35,328.00</td>
<td>Complete</td>
</tr>
<tr>
<td>ELITE MOBILE DETAIL, INC.</td>
<td>552</td>
<td>Each</td>
<td>$90.0000</td>
<td>$49,680.00</td>
<td>Complete</td>
</tr>
</tbody>
</table>

**Comments:** $90.00 per unit

**EH TECHNICAL SOLUTIONS INC**
No Bid.

**SERVICEMASTER CLEAN AND RESTORE**
No Bid.

### Line 002 | GROUP 1 Bus - shampoo seats. Cost per bus.

<table>
<thead>
<tr>
<th>Vendors</th>
<th>QTY</th>
<th>UOM</th>
<th>Price</th>
<th>Extended Cost</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>168</td>
<td>Each</td>
<td>$0.0000</td>
<td>$0.00</td>
<td>Complete</td>
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<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
<td>168</td>
<td>Each</td>
<td>$29.0000</td>
<td>$4,872.00</td>
<td>Complete</td>
</tr>
</tbody>
</table>

**SOLID ROCK COMPANIES**
168 Each $30.9600 $5,201.28 Complete

**WILSON BUILDING MAINTENANCE INC**
168 Each $32.0000 $5,376.00 Complete

**ABLE JANITORIAL INC**
168 Each $50.0000 $6,400.00 Complete

**ELITE MOBILE DETAIL, INC.**
168 Each $70.0000 $11,760.00 Complete

70.00 per unit (we own multiple heated carpet extractors)
### Line 003 | GROUP 1 Trolley - base cleaning interior. Cost per trolley.

<table>
<thead>
<tr>
<th>Vendors</th>
<th>QTY</th>
<th>UOM</th>
<th>Price</th>
<th>Extended Cost</th>
<th>Complete</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>SOLID ROCK COMPANIES</td>
<td>288</td>
<td>Each</td>
<td>$49.200</td>
<td>$1,384.80</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>288</td>
<td>Each</td>
<td>$50.000</td>
<td>$1,400.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>ABLE JANITORIAL INC</td>
<td>288</td>
<td>Each</td>
<td>$55.000</td>
<td>$1,540.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
<td>288</td>
<td>Each</td>
<td>$57.500</td>
<td>$1,635.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>WILSON BUILDING MAINTENANCE INC</td>
<td>288</td>
<td>Each</td>
<td>$64.000</td>
<td>$1,816.00</td>
<td>Complete</td>
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<tr>
<td>ELITE MOBILE DETAIL, INC.</td>
<td>288</td>
<td>Each</td>
<td>$75.000</td>
<td>$2,100.00</td>
<td>Complete</td>
<td>$75.00 per unit</td>
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</table>

### Line 004 | GROUP 1 Van - base cleaning interior. Cost per van.

<table>
<thead>
<tr>
<th>Vendors</th>
<th>QTY</th>
<th>UOM</th>
<th>Price</th>
<th>Extended Cost</th>
<th>Complete</th>
<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
<td>288</td>
<td>Each</td>
<td>$35.000</td>
<td>$10,080.00</td>
<td>Complete</td>
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<tr>
<td>ABLE JANITORIAL INC</td>
<td>288</td>
<td>Each</td>
<td>$40.000</td>
<td>$11,520.00</td>
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</tr>
<tr>
<td>SOLID ROCK COMPANIES</td>
<td>288</td>
<td>Each</td>
<td>$46.000</td>
<td>$13,248.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>WILSON BUILDING MAINTENANCE INC</td>
<td>288</td>
<td>Each</td>
<td>$48.000</td>
<td>$13,824.00</td>
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<tr>
<td>CROWDERS CLEANING SERVICE</td>
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<td>Each</td>
<td>$50.000</td>
<td>$14,400.00</td>
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<tr>
<td>ELITE MOBILE DETAIL, INC.</td>
<td>288</td>
<td>Each</td>
<td>$50.000</td>
<td>$17,280.00</td>
<td>Complete</td>
<td>$60.00 per unit</td>
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</table>

### Line 005 | GROUP 1 Support Vehicle - base cleaning interior. Cost per support vehicle.

<table>
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<tr>
<th>Vendors</th>
<th>QTY</th>
<th>UOM</th>
<th>Price</th>
<th>Extended Cost</th>
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<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>72</td>
<td>Each</td>
<td>$10.000</td>
<td>$720.00</td>
<td>Complete</td>
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</tbody>
</table>
### Line 006 | GROUP 1 Support Vehicle - shampoo seats. Cost per support vehicle.

<table>
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<tr>
<th>Vendors</th>
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<th>Price</th>
<th>Extended Cost</th>
<th>Complete</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>24</td>
<td>Each</td>
<td>$0.0000</td>
<td>$0.00</td>
<td>Complete</td>
<td></td>
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<tr>
<td>WILSON BUILDING MAINTENANCE INC</td>
<td>24</td>
<td>Each</td>
<td>$15.750</td>
<td>$378.00</td>
<td>Complete</td>
<td>Corrected Total</td>
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<td>SOLID ROCK COMPANIES</td>
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<td>$18.580</td>
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<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
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<td>Each</td>
<td>$30.000</td>
<td>$720.00</td>
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<tr>
<td>ABLE JANITORIAL INC</td>
<td>24</td>
<td>Each</td>
<td>$40.000</td>
<td>$960.00</td>
<td>Complete</td>
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<tr>
<td>ELITE MOBILE DETAIL, INC.</td>
<td>24</td>
<td>Each</td>
<td>$70.000</td>
<td>$1,680.00</td>
<td>Complete</td>
<td>$70.00</td>
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### Line 007 | GROUP 2 Janitorial Services for the Downtown Transit Center at 214 S. Topeka. Cost per month.

<table>
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<th>QTY</th>
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<th>Comments</th>
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</thead>
<tbody>
<tr>
<td>CROWDERS CLEANING SERVICE</td>
<td>12</td>
<td>Month</td>
<td>$2,600.000</td>
<td>$31,200.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>SOLID ROCK COMPANIES</td>
<td>12</td>
<td>Month</td>
<td>$2,699.000</td>
<td>$32,388.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>ABLE JANITORIAL INC</td>
<td>12</td>
<td>Month</td>
<td>$2,700.000</td>
<td>$32,400.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>EH TECHNICAL SOLUTIONS INC</td>
<td>12</td>
<td>Month</td>
<td>$2,760.000</td>
<td>$33,120.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>SOURCEONE MANAGEMENT SERVICES, INC.</td>
<td>12</td>
<td>Month</td>
<td>$3,328.000</td>
<td>$39,536.00</td>
<td>Complete</td>
<td></td>
</tr>
<tr>
<td>WILSON BUILDING MAINTENANCE INC</td>
<td>12</td>
<td>Month</td>
<td>$3,803.000</td>
<td>$45,635.00</td>
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<tr>
<td>Company</td>
<td>Duration</td>
<td>Monthly Cost</td>
<td>Yearly Cost</td>
<td>Status</td>
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<td></td>
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<td>-------------</td>
<td>---------</td>
<td></td>
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</tr>
<tr>
<td>Servicemaster Clean</td>
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<td>$4,969.00</td>
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<tr>
<td>Elite Mobile Detail, Inc.</td>
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<td></td>
<td></td>
<td>No Bid.</td>
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</tr>
</tbody>
</table>

Top of the Page
### BID RESULTS

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

**Vendor Group Line**: Picnic Tables and Benches

**Close Date/Time**: 8/25/2017 10:00 AM CST

**Responses**: 17

**City Comments**
Defer to 09/11/2017 Park & Recreation Department/Maintenance Division

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<th>Vendors</th>
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<tbody>
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<td>$103,519.00</td>
</tr>
<tr>
<td>SUPERIOR INTERNATIONAL INDUSTRIES</td>
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<tr>
<td>FURNITURE LEISURE INC</td>
<td>Complete</td>
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</tr>
<tr>
<td>CUSTOM PLAY SYSTEMS, INC</td>
<td>Complete</td>
<td>$145,327.00</td>
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<td>ACREATIVE INC</td>
<td>Complete</td>
<td>$147,146.00</td>
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<td>ATHCO LLC</td>
<td>Complete</td>
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<td>ALL AROUND RECREATION LLC</td>
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<tr>
<td>ALL AROUND RECREATION LLC</td>
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<tr>
<td>BERGFIELD RECREATION INC</td>
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<tr>
<td>PLAYSCAPE RECREATION</td>
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<tr>
<td>FRY &amp; ASSOCIATES INC</td>
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<tr>
<td>DIVERSIFIED METAL FABRICATORS INC</td>
<td>Partial</td>
<td>$86,914.93</td>
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<tr>
<td>KAY PARK RECREATION CORPORATION</td>
<td>Partial</td>
<td>$108,524.30</td>
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<td>BSN SPORTS INC</td>
<td>Partial</td>
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<tr>
<td>RIGGS RECREATION EQUIPMENT INC</td>
<td>Partial</td>
<td>$118,633.00</td>
</tr>
</tbody>
</table>

Top of the Page
### BID RESULTS

This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor** | **Group** | **Line** | **Solicitation Type:** | **Award Method:** | **Department:** | **Close Date/Time:** | **Go to:** | **Responses:**
--- | --- | --- | --- | --- | --- | --- | --- | ---
**FB740160** | **Picnic Tables and Benches** | Formal Bid | Aggregate Cost | Parks | 8/25/2017 10:00 AM CST | 1 | 17

### Group 1

<table>
<thead>
<tr>
<th>Vendors</th>
<th>Complete</th>
<th>Group Total Net Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPERIOR INTERNATIONAL INDUSTRIES</td>
<td>Complete</td>
<td>$49,054.00</td>
</tr>
<tr>
<td>IMAGINATION RECREATION</td>
<td>Complete</td>
<td>$49,054.00</td>
</tr>
<tr>
<td>FURNITURE LEISURE INC</td>
<td>Complete</td>
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<td>Complete</td>
<td>$70,766.00</td>
</tr>
<tr>
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<td>Complete</td>
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<td>ATHCO LLC</td>
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<td>KAY PARK RECREATION CORPORATION</td>
<td>Complete</td>
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<td>JAMESTOWN ADVANCED PRODUCTS CORP</td>
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</tr>
<tr>
<td>BSN SPORTS INC</td>
<td>In-Complete</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

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<table>
<thead>
<tr>
<th>Vendors</th>
<th>Complete</th>
<th>Group Total Net Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>SUPERIOR INTERNATIONAL INDUSTRIES</td>
<td>Complete</td>
<td>$54,465.00</td>
</tr>
<tr>
<td>IMAGINATION RECREATION</td>
<td>Complete</td>
<td>$54,465.00</td>
</tr>
<tr>
<td>FURNITURE LEISURE INC</td>
<td>Complete</td>
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</tr>
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<td>PRO-BOUND SPORTS, LLC</td>
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<td>ALL AROUND RECREATION LLC</td>
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<td>BERGFIELD RECREATION INC</td>
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<td>RIGGS RECREATION EQUIPMENT INC</td>
<td>In-Complete</td>
<td>$0.00</td>
</tr>
<tr>
<td>KAY PARK RECREATION CORPORATION</td>
<td>In-Complete</td>
<td>$0.00</td>
</tr>
<tr>
<td>DIVERSIFIED METAL FABRICATORS INC</td>
<td>In-Complete</td>
<td>$0.00</td>
</tr>
<tr>
<td>BSN SPORTS INC</td>
<td>Partial</td>
<td>$112,677.16</td>
</tr>
</tbody>
</table>

Top of the Page
August 28, 2017

Purchases Utilizing Sole Source of Supply

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

SUBJECT: Upgrade Phone Operating System Software from Version 7 to Version 8

Individual Services One-time @ $6,680.00
Other Products One-time @ $19,610.08
Other Products Yearly @ $25,784.74

FOR A TOTAL OF $52,074.82

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

Department: Information Tech/Information Services

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Reference Authority</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Atos IT Solutions and Services, Inc.</td>
<td>Ordinance No. 35-856 Section 2 (b)</td>
<td>$52,074.82</td>
</tr>
</tbody>
</table>
**CMB’S FOR September 5, 2017**

<table>
<thead>
<tr>
<th>Renew</th>
<th>2017</th>
<th>Consumption Off Premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>1350 N. Oliver</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>1254 S. Tyler Rd</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>2190 N. Rock Rd</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>1250 S. Rock Rd</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>2001 S. Oliver</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>2356 S. Seneca St</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>4414 W. Maple St</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>515 N. Seneca St</td>
</tr>
<tr>
<td>Robert E. Duncan II</td>
<td>Circle K Stores***</td>
<td>3311 N. Rock Rd</td>
</tr>
<tr>
<td>James Smith</td>
<td>Farmer’s Market***</td>
<td>2901 N. Broadway</td>
</tr>
<tr>
<td>Amzad Chowdhury</td>
<td>Valero Ridge***</td>
<td>731 N. Ridge Rd</td>
</tr>
<tr>
<td>Rupan Kantidev</td>
<td>One Stop***</td>
<td>802 N. West St</td>
</tr>
<tr>
<td>Rupan Kantidev</td>
<td>Quick Pick***</td>
<td>3733 N. Arkansas Ave</td>
</tr>
<tr>
<td>Janine Brown-Wiese</td>
<td>Target Store T-1944***</td>
<td>10800 E. 21st St N</td>
</tr>
<tr>
<td>Janine Brown-Wiese</td>
<td>Target Store T-1945***</td>
<td>2727 N. Maize Rd</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Renew</th>
<th>2017</th>
<th>Consumption On Premises</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rachel DeTienne</td>
<td>Bricktown Brewery Rock Road**</td>
<td>2035 N. Rock Road Suite 101</td>
</tr>
</tbody>
</table>

** General/Restaurant (need 50% or more gross revenue from sale of food)

*** Retailer (Grocery stores, convenience stores, etc.)
a. 2017 Outsourced Pavement Preservative Program Joint and Crack Seal, Phase 5 (Various locations) (472-85375/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District I,III,VI) - $389,850.00

b. Water Distribution System to serve Edge Water Addition (south of 45th Street North, west of Hoover) (448-90381/735576/470249) Does not affect existing traffic. (District V) - $58,000.00

c. Ridge Port from the northeasterly corner of Lot 21, Block A, south to the south line of Lot 29, Block B; Ridge Port Court (Lots 22-27, Block A) from the west line of Ridge Port, west to and including the cul-de-sac; and on Ridge Port Court (Lots 20-29, Block B) from the east line of Ridge Port, east to and including the cul-de-sac; with drainage to be installed where necessary to serve Edge Water Addition (south of 45th Street North, west of Hoover) (472-84708/766392/490418) Does not affect existing traffic. (District V) - $275,000.00

d. 2017 Outsourced Pavement Preservative Program CIP Arterial Thermal Crack Repairs Phase 4 (Various locations) (472-85368/707124/211571) Traffic to be maintained during construction using flagpersons and barricades. (District IV, V) - $502,733.75
PRELIMINARY ESTIMATE of the cost of:
2017 Outsourced Pavement Preservation Program Joint and Crack Seal, Phase 5
(Various locations)

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 (132726)

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Joint and Crack Sealing</td>
<td>301,000</td>
<td>lb</td>
</tr>
<tr>
<td>Signing, Elec. Portable Message</td>
<td>54</td>
<td>dy</td>
</tr>
<tr>
<td>Sweeping</td>
<td>20,000</td>
<td>sy</td>
</tr>
</tbody>
</table>

Construction Subtotal

Engineering & Inspection
Administration
Publication
Water Dept
Contingency

Total Estimated Cost

$389,850.00

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

(132726) 472-85375

Page 1

EXHIBIT
PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Edge Water Addition
(south of 45th Street North, west of Hoover)

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

<table>
<thead>
<tr>
<th>LUMP SUM BID ITEMS (735576) - Group 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Pipe, Connect to Existing</td>
</tr>
<tr>
<td>2 Seeding</td>
</tr>
<tr>
<td>3 Site Clearing</td>
</tr>
<tr>
<td>4 Site Restoration</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MEASURED QUANTITY BID ITEMS (735576) - Group 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 WL Pipe 8&quot;</td>
</tr>
<tr>
<td>6 WL Pipe 6&quot;</td>
</tr>
<tr>
<td>7 Casing Pipe, 20&quot;</td>
</tr>
<tr>
<td>8 Valve Assembly 8&quot;</td>
</tr>
<tr>
<td>9 Valve Assembly 6&quot;</td>
</tr>
<tr>
<td>10 Valve Assembly, Anchored 8&quot;, Special</td>
</tr>
<tr>
<td>11 Valve Assembly, Blowoff 2&quot;</td>
</tr>
<tr>
<td>12 Fire Hydrant Assembly</td>
</tr>
<tr>
<td>13 Fill, Protective</td>
</tr>
<tr>
<td>14 BMP, Construction Entrance</td>
</tr>
<tr>
<td>15 BMP, Silt Fence</td>
</tr>
</tbody>
</table>

Construction Subtotal

Total Estimated Cost $58,000.00

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

470249 (735576) 448-90381
Page EXHIBIT
PRELIMINARY ESTIMATE of the cost of:
Ridge Port from the northeasterly corner of Lot 21, Block A, south to the south line of
(south of 45th Street North, west of Hoover)

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 (766392) - Group 2

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Excavation</td>
<td>2,276 cy</td>
</tr>
<tr>
<td>2 Fill, Compacted (95% Density)</td>
<td>48 cy</td>
</tr>
<tr>
<td>3 Maintain Existing BMPs</td>
<td>1 LS</td>
</tr>
<tr>
<td>4 Signing</td>
<td>1 LS</td>
</tr>
<tr>
<td>5 Seeding</td>
<td>1 LS</td>
</tr>
<tr>
<td>6 Site Clearing</td>
<td>1 LS</td>
</tr>
<tr>
<td>7 Site Restoration</td>
<td>1 LS</td>
</tr>
</tbody>
</table>

### MEASURED QUANTITY BID ITEMS (766392) - Group 2

<table>
<thead>
<tr>
<th>Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>8 AC Pavement 5&quot; (3&quot; Bit Base)</td>
<td>3,498 sy</td>
</tr>
<tr>
<td>9 Crushed Rock Base 5&quot;, Reinforced</td>
<td>4,500 sy</td>
</tr>
<tr>
<td>10 Concrete Pavement (VG) 7&quot; (Reinf)</td>
<td>194 sy</td>
</tr>
<tr>
<td>11 Concrete C &amp; G, Type 2 (3-5/8&quot; RL &amp; 1-1/2&quot;)</td>
<td>2,016 lf</td>
</tr>
<tr>
<td>12 Concrete Curb, Mono Edge (6-5/8&quot; &amp; 1-1/2&quot;)</td>
<td>126 lf</td>
</tr>
<tr>
<td>13 Concrete Sidewalk 4&quot;</td>
<td>2,356 sf</td>
</tr>
<tr>
<td>14 Wheelchair Ramp w/ Detectable Warnings</td>
<td>2 ea</td>
</tr>
<tr>
<td>15 Inlet Hookup</td>
<td>2 ea</td>
</tr>
<tr>
<td>16 Inlet Underdrain</td>
<td>40 if</td>
</tr>
<tr>
<td>17 BMP, Back of Curb Protection</td>
<td>2,142 lf</td>
</tr>
<tr>
<td>18 BMP, Curb Inlet Protection</td>
<td>2 ea</td>
</tr>
<tr>
<td>19 BMP, Drop Inlet Protection</td>
<td>3 ea</td>
</tr>
<tr>
<td>20 BMP, Silt Fence</td>
<td>49 if</td>
</tr>
<tr>
<td>21 Pipe. SWS 15&quot;</td>
<td>180 if</td>
</tr>
<tr>
<td>22 Pipe, SWS 24&quot;</td>
<td>479 if</td>
</tr>
<tr>
<td>23 Pipe, SWS 30&quot;</td>
<td>185 if</td>
</tr>
<tr>
<td>24 Inlet, Curb (Type 1A) (L=10' W=3')</td>
<td>1 ea</td>
</tr>
<tr>
<td>25 Inlet, Curb (Type 1A) (L=10' W=3') with snout</td>
<td>1 ea</td>
</tr>
<tr>
<td>26 Inlet, Drop (Double)</td>
<td>2 ea</td>
</tr>
<tr>
<td>27 Inlet, Backyard</td>
<td>1 ea</td>
</tr>
<tr>
<td>28 Pipe, Stub 15&quot;</td>
<td>1 ea</td>
</tr>
<tr>
<td>29 Extend Sanitary Sewer Cleanout</td>
<td>1 ea</td>
</tr>
</tbody>
</table>

**Construction Subtotal**

**Total Estimated Cost** $275,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

[Signature]
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____________.

(Date)

__________________________
City Clerk

490418 (766392) 472-84708
Page EXHIBIT
PRELIMINARY ESTIMATE of the cost of:
2017 Outsourced Pavement Preservation Program CIP Arterial Thermal Crack Repairs
Phase 4

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

<table>
<thead>
<tr>
<th>Item Description</th>
<th>Quantity</th>
<th>Unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Thermal Crack Repair (Heavy Duty) (2.5' wide)</td>
<td>34,000</td>
<td>If</td>
</tr>
<tr>
<td>2 2.0&quot; Partial Depth Asphalt Repair (BM-2)(PG64-22)</td>
<td>500</td>
<td>tn</td>
</tr>
<tr>
<td>3 Full Depth Asphalt Repair (BM-2)(PG64-22)</td>
<td>200</td>
<td>tn</td>
</tr>
<tr>
<td>4 Crushed Rock</td>
<td>25</td>
<td>tn</td>
</tr>
<tr>
<td>5 Electronic Message Boards</td>
<td>50</td>
<td>day</td>
</tr>
</tbody>
</table>

Construction Subtotal

Engineering & Inspection (707124)
Administration (707124)
Publication (707124)
Contingency

Total Estimated Cost

CITY OF WICHITA
STATE OF KANSAS) SS

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

[Signature]
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this ________________ (DATE)

______________________________
City Clerk

472-85368 (707124) 211571
To be Bid: August 18, 2017
District IV, V

211571 (707124) 472-85368
Page 1
EXHIBIT
NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMBER 5, 2017

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Twin Lakes Addition (District VI).

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

Total Estimated Cost $91,800

CITY OF WICHITA
STATE OF KANSAS) SS

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

_______________________________
Gary Janzen, City Engineer

Sworn to and subscribed before me this 5th day of September, 2017.

__________________________
City Clerk
PRELIMINARY ESTIMATE of the cost of sanitary sewer improvements to serve Twin Lakes Addition, (south of 21st, east of Amidon. (District VI (468-85220/744445/480136) – Total Estimated Cost $91,800.
TO: Mayor and City Council

SUBJECT: Petitions for Improvements to Serve Castlegate Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

**Recommendation:** Approve the petitions and budgets, and adopt the resolutions.

**Background:** On May 13, 2014, the City Council approved a plat for Castlegate Addition. The developer, Green Vision Developer, LLC, made the decision to construct infrastructure improvements under private contract. A new developer has taken over the infrastructure improvements and has asked the City to finance through special assessments. To comply with state statute regarding the use of special assessment funding, the City must acquire the completed projects. The signatures on the petitions represent 100% of the improvement district and the petitions are valid per Kansas Statute 12-6a01.

**Analysis:** The projects will provide water, sanitary sewer and drainage for a new residential development located north of Central and west of 119th Street West. The project and new petitions with appropriate acquisition language have been submitted.

**Financial Considerations:** The petition total for the water improvements is $109,000, petition total for the sanitary sewer improvements is $258,000, and the petition total for the drainage improvements is $526,000. The funding source for the projects is 100% special assessments.

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

**Recommendation/Action:** It is recommended that the City Council approve the petitions and budgets, adopt the resolutions and authorize the necessary signatures.

**Attachment:** Map, budget sheets, petitions, and resolutions.
RESOLUTION NO. 17-299

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 LATERAL 65, COWSKIN INTERCEPTOR SEWER – CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (472-85204).

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 acquired without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

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

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: $258,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

**CASTLEGATE ADDITION**
Lots 1 through 16, Block A
Lots 43 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 5, Block C
Lots 17 through 24, Block C

**UNPLATTED TRACT ‘A’**
The west 200.00 feet of the east 2200.00 feet of the south 217.80 feet of the Southeast Quarter of Section 13, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, TOGETHER with that part of said Southeast Quarter described as follows: Beginning at a point on the south line of said Southeast Quarter, 2200.00 feet west of the southeast corner of said Southeast Quarter; thence west, 10.00 feet to the intersection with the southerly extension of the east line of Reserve “C”, Castlegate Addition, Wichita, Sedgwick County, Kansas; thence north along said extended east line, 217.80 feet; thence east parallel with the south line of said Southeast Quarter, 10.00 feet; thence south parallel with the east line of said Reserve “C”, 217.80 feet to the point of beginning, all of the above being subject to road rights-of-way of record, TOGETHER with that part of said Southeast Quarter described as follows: Commencing at a point 2210.00 feet westerly of the southeast corner of said Southeast Quarter; thence northerly 217.80 feet for a point of beginning; thence continuing northerly along the extension of the last described course, 8.00 feet; thence easterly parallel with the south line of said Southeast Quarter, 129.58 feet; thence southerly with a deflection angle to the right of 90°00’14” from the last described course, 8.00 feet to a point 217.80 feet northerly of the south line of said Southeast Quarter as measured parallel with the east line of said Southeast Quarter; thence westerly parallel with the south line of said Southeast Quarter, 129.83 feet to the point of beginning.

**UNPLATTED TRACT ‘B’**
That part of Lot 1, Block A, Dan Blasi Addition, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1, 279.00 feet; thence westerly parallel with the east segment and the west segment of the south line of said Lot 1, 160.00 feet; thence southerly parallel with the east line of said Lot 1, 111.20 feet to a point on the west segment of the south line of said Lot 1; thence easterly along the west segment of the south line of said Lot 1, 18.79 feet to a deflection corner in said south line; thence southerly along the middle segment of the south line of said Lot 1, 167.80 feet to a deflection corner in said south line; thence easterly along the east segment of the south line of said Lot 1, 141.21 feet to the point of beginning.
(d) The proposed method of assessment in on a fractional basis as set forth below:

Lots 1 through 16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5, Block C, and Lots 17 through 24, Block C, CASTLEGATE ADDITION shall each pay 53/2654 of the total cost of the improvements; and UNPLATTED TRACT ‘A’ and UNPLATTED TRACT ‘B’ shall each pay 2/2654 of the total cost of the improvements.

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sanitary sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: S34,721.00 to be assessed as follows: Lots 1 through 16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5, Block C, and Lots 17 through 24, Block C, CASTLEGATE ADDITION shall each pay 34/1710 of the benefit fee; and UNPLATTED TRACT ‘A’ and UNPLATTED TRACT ‘B’ shall each pay 5/1710 of the benefit fee.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be acquired 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 approve 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 acquisition cost of 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 September 5, 2017.

(SEAL)

_______________________________
Jeff Longwell, Mayor

ATTEST:

_______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_______________________________
Jennifer Magaña, Director of Law and City Attorney
RESOLUTION NO. 17-300

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER DRAIN NO. 422 – CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (468-85206).

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 acquired without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

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

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

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

(a) The improvements proposed to be acquired are as follows (the "Improvements"): Construction of a storm water drainage system, including necessary pipes and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is $164,000.00 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:

CASTLEGATE ADDITION
Lots 1 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 24, Block C

(d) The proposed method of assessment is equally per lot (87 lots).
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 acquired 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 approve 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 acquisition cost of 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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
RESOLUTION NO. 17-301

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER SEWER NO. 713 – CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (472-85207).

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 acquired without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

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

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

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

(a) The improvements proposed to be acquired are as follows (the "Improvements"): Construction of a storm water sewer system, including necessary pipes and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is $362,000.00 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:

CASTLEGATE ADDITION
Lots 1 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 24, Block C

(d) The proposed method of assessment is equally per lot (87 lots).
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 **acquired** 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 **approve** 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 **acquisition cost of 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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
RESOLUTION NO. 17-302

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 WATER IMPROVEMENTS – CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (448-90813).

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 acquired without notice and hearing as required by K.S.A. 12-6a01 et seq.,(the "Act"); and

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

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

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

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

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

(a) The improvements proposed to be acquired 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: $109,000.00, 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:
CASTLEGATE ADDITION
Lots 1 through 13, Block A
Lots 46 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 4, Block C
Lots 18 through 24, Block C

(d) The proposed method of assessment is: **equally per lot (42 lots)**.

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$13,524.00 assessed equally among all property within the proposed Improvement District equally per lot (42 lots)**.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be acquired 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 approve 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 acquisition cost of 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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:
Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
Project Request

CIP ☐ Non-CIP

☐ NEIGHBORHOOD IMPROVEMENT  ☐ ORDERED BY WCC  ☐ PETITION

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

FUND: 480 Sewer Improvements N.I.  SUBFUND: 485 Storm Drainage N.I.  ENGINEERING REFERENCE #: 468-85207

COUNCIL DISTRICT: 05 Council District 5  DATE COUNCIL APPROVED: 09/05/2017  REQUEST DATE: 

PROJECT #: 485454  PROJECT TITLE: S#713 Castlegate

PROJECT DETAIL #: 01  PROJECT DETAIL DESCRIPTION: S#713 Castlegate

OCA #: 751563  OCA TITLE: S#713 Castlegate

PERSON COMPLETING FORM: Janis Edwards  PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman  PHONE #: 268-4236

☐ NEW BUDGET  ☐ REVISED BUDGET

<table>
<thead>
<tr>
<th>REVENUE</th>
<th>EXPENSE</th>
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<tbody>
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<td>2999 Contractuals</td>
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<td>$362,000.00</td>
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</table>

NOTES: LOC recd 8/7/2017

SIGNATURES REQUIRED

DIVISION HEAD: ___________________________  DATE: 8/14/17

DEPARTMENT HEAD: ___________________________  DATE: 8/22/17

BUDGET OFFICER: ___________________________  DATE: 8/10/17

CITY MANAGER: ___________________________  DATE: 

Print Form
PETITION
(STORM WATER SEWER IMPROVEMENTS – CASTLEGATE ADDITION)

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 acquired in the manner provided by K.S.A. 12-6a01 et seq.: (the
“Act”).

(a) The improvements proposed to be acquired are as follows (the “Improvements”):

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

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

(b) The estimated or probable cost of the proposed Improvements is $362,000.00 exclusive of
interest on financing and administrative and financing costs; said estimated amount to be increased at the
pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If
expenses have been incurred for the Improvements and construction has not started within two years of the
initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be
assessed against property in the Improvement District defined below in accordance with the provisions
hereof.

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

CASTLEGATE ADDITION
Lots 1 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 24, Block C

(d) The proposed method of assessment is: equally per lot (87 lots).

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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
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<tbody>
<tr>
<td>Castlegate Development, LLC</td>
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<td>By: Larry Higgins, Manager</td>
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<td>Lots 1 through 24, Block C</td>
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<tr>
<td>By: Edward J. Bugner, President</td>
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<td>Lot 5, Block A</td>
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********************

THIS PETITION was filed in my office on 3-31-17.

[Signature]
Deputy City Clerk
(Published in the *Wichita Eagle*, on [______])

RESOLUTION NO. ______


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 acquired without notice and hearing as required by K.S.A. 12-6a01 et seq. (the "Act"); and

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is $362,000.00 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:

CASTLEGATE ADDITION
Lots 1 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 24, Block C

(d) The proposed method of assessment is equally per lot (87 lots).

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 acquired 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 approve 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 acquisition cost of 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.
ADOP TED by the City Council of the City of Wichita, Kansas, on ____________.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
**Project Request**

- **DEPARTMENT:** 13 Public Works & Utilities
- **DIVISION:** Engineering
- **FUND:** 480 Sewer Improvements N.I.
- **SUBFUND:** 485 Storm Drainage N.I.
- **COUNCIL DISTRICT:** 05 Council District 5
- **PROJECT #:** 485453
- **PROJECT TITLE:** SWD #422 Castlegate
- **PROJECT DETAIL #:** 01
- **PROJECT DETAIL DESCRIPTION:** SWD #422 Castlegate
- **OCA #:** 751562
- **OCA TITLE:** SWD #422 Castlegate
- **PERSON COMPLETING FORM:** Janis Edwards
- **PHONE #:** 268-4548
- **PROJECT MANAGER:** Julianne Kallman
- **PHONE #:** 268-4236

**REVENUE**

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**REVENUE TOTAL:** $164,000.00

**EXPENSE**

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**EXPENSE TOTAL:** $164,000.00

**NOTES:** LOC recd 8/7/2017

**SIGNATURES REQUIRED**

- **DIVISION HEAD:** [Signature]
  - **DATE:** 08/14/17
- **DEPARTMENT HEAD:** [Signature]
  - **DATE:** 8/22/17
- **BUDGET OFFICER:** [Signature]
  - **DATE:** 8/10/17
- **CITY MANAGER:** [Signature]
  - **DATE:**
PETITION
(STORM WATER DRAIN IMPROVEMENTS – CASTLEGATE ADDITION)

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 acquired in the manner provided by K.S.A. 12-6a01 et seq.: (the “Act”).

(a) The improvements proposed to be acquired are as follows (the “Improvements”):

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

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

(b) The estimated or probable cost of the proposed Improvements is $164,000.00 exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CASTLEGATE ADDITION
Lots 1 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 24, Block C

(d) The proposed method of assessment is: equally per lot (87 lots).

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.

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</tr>
<tr>
<td>By: Larry Higgins, Manager</td>
<td></td>
<td>Lots 1 through 4, Block A</td>
</tr>
<tr>
<td></td>
<td>3/30/17</td>
<td>Lots 6 through 48, Block A</td>
</tr>
<tr>
<td></td>
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<td>Lots 1 through 15, Block B</td>
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<td></td>
<td></td>
<td>Lots 1 through 24, Block C</td>
</tr>
<tr>
<td>Lies-Bugner Construction, LLC</td>
<td></td>
<td><strong>Castlegate Addition</strong></td>
</tr>
<tr>
<td>By: Edward J. Bugner, President</td>
<td>3/30/17</td>
<td>Lot 5, Block A</td>
</tr>
</tbody>
</table>

THIS PETITION was filed in my office on 3-31-17.

Deputy City Clerk
RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORMWATER DRAIN NO. 422—CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (468-85206).

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 acquired without notice and hearing as required by K.S.A. 12-6a01 et seq., (the "Act"); and

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

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

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

(a) The improvements proposed to be acquired are as follows (the "Improvements");

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

(b) The estimated or probable cost of the proposed Improvements is $164,000.00 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:

**CASTLEGATE ADDITION**
Lots 1 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 24, Block C

(d) The proposed method of assessment is equally per lot (87 lots).

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 acquired in accordance with the findings of the Governing Body as set forth in Section I of this Resolution.

Section 3. Plans and Specifications. The City Engineer shall approve 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 acquisition cost of 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 __________.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
**Project Request**

- **CIP**: ☐
- **Non-CIP**: ☒
- **NEIGHBORHOOD IMPROVEMENT**: ☒
- **ORDERED BY WCC**: ☐
- **PETITION**: ☒

**DEPARTMENT**: 13 Public Works & Utilities
**DIVISION**: Engineering
**FUND**: 480 Sewer Improvements N.I.
**SUBFUND**: 480 Sanitary Sewers N.I.

**COUNCIL DISTRICT**: 05 Council District 5
**DATE COUNCIL APPROVED**: 09/05/2017
**REQUEST DATE**:

**PROJECT #**: 480138
**PROJECT TITLE**: Lat 65, CIS Castlegate

**PROJECT DETAIL #**: 01
**PROJECT DETAIL DESCRIPTION**: Lat 65, CIS Castlegate

**OCA #**: 744447
**OCA TITLE**: Lat 65, CIS Castlegate

**PERSON COMPLETING FORM**: Janis Edwards
**PHONE #**: 268-4548

**PROJECT MANAGER**: Julianne Kallman
**PHONE #**: 268-4236

**NEW BUDGET**: ☒
**REVISED BUDGET**: ☐

### REVENUE

<table>
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<tr>
<th>Object Level 3</th>
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<tr>
<td>9730 S.A. Bonds</td>
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<tr>
<td>2999 Contractuals</td>
<td>$258,000.00</td>
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</tbody>
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**REVENUE TOTAL**: $258,000.00

**NOTES**: LOC Recd 8/7/2017

### EXPENSE

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<thead>
<tr>
<th>Object Level 3</th>
<th>Budget</th>
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<tr>
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<td>$0.00</td>
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<tr>
<td>2999 Contractuals</td>
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<td>$0.00</td>
</tr>
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<td>2999 Contractuals</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

**EXPENSE TOTAL**: $258,000.00

**SIGNATURES REQUIRED**

- **DIVISION HEAD**: [Signature]
- **DEPARTMENT HEAD**: [Signature]
- **BUDGET OFFICER**: [Signature]
- **CITY MANAGER**: [Signature]
PETITION
(Phase 1 - SANITARY SEWER IMPROVEMENTS - CASTLEGATE 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 acquired in the manner provided by K.S.A. 12-6a01 et seq. (the
"Act").

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

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

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

(b) The estimated or probable cost of the proposed Improvements is $258,000.00, exclusive of
interest on financing and administrative and financing costs; said estimated amount to be increased at the
pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If
expenses have been incurred for the Improvements and construction has not started within two years of the
initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be
assessed against property in the Improvement District defined below in accordance with the provisions
hereof.

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

CASTLEGATE ADDITION
Lots 1 through 16, Block A
Lots 43 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 5, Block C
Lots 17 through 24, Block C

UNPLATTED TRACT 'A'
The west 200.00 feet of the east 2200.00 feet of the south 217.80 feet of the Southeast Quarter of Section
13, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas,
TOGETHER with that part of said Southeast Quarter described as follows: Beginning at a point on the
south line of said Southeast Quarter, 2200.00 feet west of the southeast corner of said Southeast Quarter;
thence west, 10.00 feet to the intersection with the southerly extension of the east line of Reserve "C",
Castlegate Addition, Wichita, Sedgwick County, Kansas; thence north along said extended east line,
217.80 feet; thence east parallel with the south line of said Southeast Quarter, 10.00 feet; thence south
parallel with the east line of said Reserve "C", 217.80 feet to the point of beginning, all of the above
being subject to road rights-of-way of record, TOGETHER with that part of said Southeast Quarter
described as follows: Commencing at a point 2210.00 feet westerly of the southeast corner of said
Southeast Quarter; thence northerly 217.80 feet for a point of beginning; thence continuing northerly
along the extension of the last described course, 8.00 feet; thence easterly parallel with the south line of
said Southeast Quarter, 129.58 feet; thence southerly with a deflection angle to the right of 90°00'14"
from the last described course, 8.00 feet to a point 217.80 feet northerly of the south line of said Southeast
Quarter as measured parallel with the east line of said Southeast Quarter; thence westerly parallel with the
south line of said Southeast Quarter, 129.83 feet to the point of beginning.

UNPLATTED TRACT ‘B’
That part of Lot 1, Block A, Dan Blasi Addition, Sedgwick County, Kansas described as follows:
Beginning at the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1, 279.00
feet; thence westerly parallel with the east segment and the west segment of the south line of said Lot 1,
160.00 feet; thence southerly parallel with the east line of said Lot 1, 111.20 feet to a point on the west
segment of the south line of said Lot 1; thence easterly along the west segment of the south line of said Lot
1, 18.79 feet to a deflection corner in said south line; thence southerly along the middle segment of the south
line of said Lot 1, 167.80 feet to a deflection corner in said south line; thence easterly along the east segment
of the south line of said Lot 1, 141.21 feet to the point of beginning.

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lots 1 through 16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5,
Block C, and Lots 17 through 24, Block C, CASTLEGATE ADDITION shall each pay 53/2654 of the total
cost of the improvements; and UNPLATTED TRACT ‘A’ and UNPLATTED TRACT ‘B’ shall each pay
2/2654 of the total cost of the improvements.

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is
subject to benefit fees to be imposed as a result of previously constructed sanitary sewer main improvements
that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed
pursuant to K.S.A. 12-6a19, in the following manner: $34,721.00 to be assessed as follows: Lots 1 through
16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5, Block C, and Lots
17 through 24, Block C, CASTLEGATE ADDITION shall each pay 34/1710 of the benefit fee; and
UNPLATTED TRACT ‘A’ and UNPLATTED TRACT ‘B’ shall each pay 5/1710 of the benefit fee.

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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
</tr>
</thead>
<tbody>
<tr>
<td>Castlegate Development, LLC</td>
<td></td>
<td>Castlegate Addition</td>
</tr>
<tr>
<td>By: [Signature]</td>
<td>7/29/12</td>
<td>Lots 1 through 4, Block A</td>
</tr>
<tr>
<td>Rodney Ketzer, Manager</td>
<td></td>
<td>Lots 6 through 16, Block A</td>
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<td>Lies-Bugner Construction, LLC</td>
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<td>Lots 43 through 48, Block A</td>
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<tr>
<td>By:</td>
<td></td>
<td>Lots 1 through 15, Block B</td>
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<td>Edward J. Bugner, President</td>
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<td>Lots 1 through 5, Block C</td>
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<tr>
<td></td>
<td></td>
<td>Lots 17 through 24, Block C</td>
</tr>
<tr>
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<td>Castlegate Addition</td>
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<tr>
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<td>UNPLATTED TRACT ‘A’</td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daniel C. Blasi</td>
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<td>UNPLATTED TRACT ‘B’</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Mary Kay Blasi</td>
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*******************************************************************************
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.

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<td></td>
</tr>
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</table>

***************
THIS PETITION was filed in my office on 7/25/17.

[Signature]
Deputy City Clerk
RESOLUTION NO._____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE 1 LATERAL 65, COWSKIN INTERCEPTOR SEWER – CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (472-85204).

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 acquired without notice and hearing as required by K.S.A. 12-6a11 et seq.,(the "Act"); and

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

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

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

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

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

(a) The improvements proposed to be acquired are as follows (the "Improvements"):
Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed improvements is: $258,000, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the improvements and construction has not started within two years of the initial design contract, the improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CASTLEGATE ADDITION
Lots 1 through 16, Block A
Lots 43 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 5, Block C
Lots 17 through 24, Block C

UNPLATTED TRACT 'A'
The west 200.00 feet of the east 2200.00 feet of the south 217.80 feet of the Southeast Quarter of Section 13, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, TOGETHER with that part of said Southeast Quarter described as follows: Beginning at a point on the south line of said Southeast Quarter, 2200.00 feet west of the southeast corner of said Southeast Quarter; thence west, 10.00 feet to the intersection with the southerly extension of the east line of Reserve "C", Castlegate Addition, Wichita, Sedgwick County, Kansas; thence north along said extended east line, 217.80 feet; thence east parallel with the south line of said Southeast Quarter, 10.00 feet; thence south parallel with the east line of said Reserve "C", 217.80 feet to the point of beginning, all of the above being subject to road rights-of-way of record, TOGETHER with that part of said Southeast Quarter described as follows: Commencing at a point 2210.00 feet westerly of the southeast corner of said Southeast Quarter; thence northerly 217.80 feet for a point of beginning; thence continuing northerly along the extension of the last described course, 8.00 feet; thence easterly parallel with the south line of said Southeast Quarter, 129.58 feet; thence southerly with a deflection angle to the right of 90°00'14" from the last described course, 8.00 feet to a point 217.80 feet northerly of the south line of said Southeast Quarter as measured parallel with the east line of said Southeast Quarter; thence westerly parallel with the south line of said Southeast Quarter, 129.83 feet to the point of beginning.

UNPLATTED TRACT 'B'
That part of Lot 1, Block A, Dan Blasi Addition, Sedgwick County, Kansas described as follows: Beginning at the southeast corner of said Lot 1; thence northerly along the east line of said Lot 1, 279.00 feet; thence westerly parallel with the east segment and the west segment of the south line of said Lot 1, 160.00 feet; thence southerly parallel with the east line of said Lot 1, 111.20 feet to a point on the west segment of the south line of said Lot 1; thence easterly along the west segment of the south line of said Lot 1, 18.79 feet to a deflection corner in said south line; thence southerly along the middle segment of the south line of said Lot 1, 167.80 feet to a deflection corner in said south line; thence easterly along the east segment of the south line of said Lot 1, 141.21 feet to the point of beginning.
(d) The proposed method of assessment in on a fractional basis as set forth below:

Lots 1 through 16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5, Block C, and Lots 17 through 24, Block C, CASTLEGATE ADDITION shall each pay $34,2654 of the total cost of the improvements; and UNPLATTED TRACT ‘A’ and UNPLATTED TRACT ‘B’ shall each pay 2% of the total cost of the improvements.

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sanitary sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $34,721.00 to be assessed as follows: Lots 1 through 16, Block A, Lots 43 through 48, Block A, Lots 1 through 15, Block B, Lots 1 through 5, Block C, and Lots 17 through 24, Block C, CASTLEGATE ADDITION shall each pay $34,721.00 of the benefit fee; and UNPLATTED TRACT ‘A’ and UNPLATTED TRACT ‘B’ shall each pay $34,721.00 of the benefit fee.

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be acquired 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 approve 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 acquisition cost of 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 once 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 ____________.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
Project Request

☐ CIP  ☐ Non-CIP

☒ NEIGHBORHOOD IMPROVEMENT  ☐ ORDERED BY WCC  ☐ PETITION

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

FUND: 470 Water Improvements N.I.  ENGINEERING REFERENCE #: 448-90813

COUNCIL DISTRICT: 05 Council District 5  DATE COUNCIL APPROVED: 9/5/2017  REQUEST DATE: 

PROJECT #: 470251  PROJECT TITLE: WDS Castlegate Ph 1

PROJECT DETAIL #: 01  PROJECT DETAIL DESCRIPTION: WDS Castlegate Ph 1

OCA #: 735578  OCA TITLE: WDS Castlegate Ph 1

PERSON COMPLETING FORM: Janis Edwards  PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman  PHONE #: 268-4236

☐ NEW BUDGET  ☐ REVISED BUDGET

### REVENUE

<table>
<thead>
<tr>
<th>Object Level 3</th>
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**REVENUE TOTAL:** $109,000.00

### EXPENSE

<table>
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</tr>
</tbody>
</table>

**EXPENSE TOTAL:** $109,000.00

NOTES: LOC recd 8/7/2017

SIGNATURES REQUIRED

DIVISION HEAD: [Signature]

DATE: 8/14/17

DEPARTMENT HEAD: [Signature]

DATE: 8/12/17

BUDGET OFFICER: [Signature]

DATE: 8/10/17

CITY MANAGER: [Signature]

DATE: 
PETITION
(Phase 1 - WATER IMPROVEMENTS – CASTLEGATE 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 acquired in the manner provided by K.S.A. 12-6a01 et seq. (the
“Act”).

(a) The improvements proposed to be acquired 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 $169,000.00, exclusive of
interest on financing and administrative and financing costs; said estimated amount to be increased at the
pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If
expenses have been incurred for the Improvements and construction has not started within two years of the
initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be
assessed against property in the Improvement District defined below in accordance with the provisions
hereof.

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

CASTLEGATE ADDITION
Lots 1 through 13, Block A
Lots 46 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 4, Block C
Lots 18 through 24, Block C

(d) The proposed method of assessment is: equally per lot (42 lots).

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

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

(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred
against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral
Program.
(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $13,524.00 assessed equally among all property within the proposed Improvement District equally per lot (42 lots).

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.

<table>
<thead>
<tr>
<th>Signature</th>
<th>Dated</th>
<th>Property Owned Within Proposed Improvement District</th>
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</thead>
<tbody>
<tr>
<td>Castlegate Development, LLC</td>
<td>3/30/17</td>
<td>Castlegate Addition</td>
</tr>
<tr>
<td>By: Larry Higgins, Manager</td>
<td></td>
<td>Lots 1 through 4, Block A</td>
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<tr>
<td></td>
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<td>Lots 6 through 13, Block A</td>
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<td>Lots 46 through 48, Block A</td>
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<td>Lots 18 through 24, Block C</td>
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<tr>
<td>Lies-Bugner Construction, LLC</td>
<td>3/30/17</td>
<td>Castlegate Addition</td>
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<tr>
<td>By: Edward J. Bugner, President</td>
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<td>Lot 5, Block A</td>
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***************

THIS PETITION was filed in my office on 3-31-17

Deputy City Clerk
RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE ACQUISITION
OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA,
KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND
AUTHORIZING AND PROVIDING FOR THE ACQUISITION OF THE
IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PHASE I
WATER IMPROVEMENTS – CASTLEGATE ADDITION/NORTH OF
CENTRAL, WEST OF 119TH) (448-90813).

WHEREAS, a petition (the “Petition”) was filed with the City Clerk of the City of Wichita, Kansas (the “City”) proposing certain internal improvements; and 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 acquired without notice and hearing as required by K.S.A. 12-6a01 et seq., (the “Act”); and

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

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

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

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

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

(a) The improvements proposed to be acquired 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: $109,000.00, 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:

CASTLEGATE ADDITION
Lots 1 through 13, Block A
Lots 46 through 48, Block A
Lots 1 through 15, Block B
Lots 1 through 4, Block C
Lots 18 through 24, Block C

(d) The proposed method of assessment is: equally per lot (42 lots).

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $13,524.00 assessed equally among all property within the proposed Improvement District equally per lot (42 lots).

Section 2. Authorization of Improvements. The Improvements are hereby authorized and ordered to be acquired 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 approve 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 acquisition cost of 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 once 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 ____________

(SEAL)

__________________________
Jeff Longwell, Mayor

ATTEST:

__________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

__________________________
Jennifer Magaña, Director of Law and City Attorney
TO: Mayor and City Council

SUBJECT: Over Estimate Bid Acceptance for Paving Improvements to Serve The Paddock at 127th Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised petition and revised estimate, approve the acceptance of the lowest bid, and adopt the amending resolution.

Background: On February 7, 2017, the City Council approved a petition for paving improvements to serve The Paddock at 127th Addition. The project was bid for construction on July 28, 2017, with all bids exceeding the design consultant Engineer’s Estimate. The developer has submitted a new petition with an increased budget. The petition is valid per Kansas Statute 12-6a01 and the signatures on the petition represent 100% of the improvement district.

Analysis: The project will provide paving improvements required for a new residential development located south of Harry and east of 127th Street East.

The lowest bid received for the project exceeded the consultant Engineer’s Estimate by less than $8,100. Accepting this bid will allow the project to proceed without requiring it to be re-bid, thus eliminating a potential increase in the cost and delay in construction of the improvements. In accordance with Charter Ordinance No. 222, staff recommends the City Council approve acceptance of the lowest bid based on the best interest of the City. A revised estimate has been prepared to reflect the increased cost of constructing the improvements.

Financial Considerations: The existing petition total is $168,000 and the revised petition total is $192,000. The funding source is 100% special assessments.

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

Recommendation/Actions: It is recommended that the City Council approve the revised petition and revised estimate, approve acceptance of the lowest bid, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Map, budget sheet, revised petition, amending resolution, and bid summary.
## Project Request

- **CIP**: Non-CIP
- **ORDERED BY WCC**: Petition

### Neighborhood Improvement
- **DEPARTMENT**: 13 Public Works & Utilities
- **DIVISION**: Engineering
- **RESOLUTION/ORDINANCE #**: 
- **ENGINEERING REFERENCE #:** 472-85342

- **FUND**: 400 Street Improvements
- **SUBFUND**: 490 Paving N.I.

### Council District
- **COUNCIL DISTRICT**: 02 Council District 2
- **DATE COUNCIL APPROVED**: Sep 5, 2017
- **REQUEST DATE**: 

### Project Details
- **PROJECT #**: 490412
- **PROJECT TITLE**: Horseback, Farrier The Paddock at 127th Addition

- **PROJECT DETAIL #**: 01
- **PROJECT DETAIL DESCRIPTION**: Horseback, Farrier The Paddock at 127th Addition

- **OCA #**: 766386
- **OCA TITLE**: Horseback, Farrier The Paddock at 127th Addition

### Person Completing Form
- **PERSON COMPLETING FORM**: Janis Edwards
- **PHONE #**: 268-4548

### Project Manager
- **PROJECT MANAGER**: Julianne Kallman
- **PHONE #:** 268-4236

### Budget Details

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<tr>
<th>Revenue Object Level 3</th>
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<th>New Budget</th>
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<td>$24,000.00</td>
<td>$192,000.00</td>
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### Total Expense:
- **Total Expense**: $168,000.00 + $24,000.00 = $192,000.00

### Signatures Required
- **CITY MANAGER**: [Signature]
- **DATE**: 08/22/17

- **DEPARTMENT HEAD**: [Signature]
- **DATE**: 8/22/17

- **BUDGET OFFICER**: [Signature]
- **DATE**: 8/9/17

- **PRINT FORM**
PETITION
PHASE 1 PAVING IMPROVEMENTS – THE PADDOCK AT 127TH

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

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

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

Construction of pavement on HORSEBACK from the south line of Stampede Street to the south
lot line of Lot 11, Block B, The Paddock at 127th; and FARRIER from the west side of Horseback Street
to the end of Furlong Street. Drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: $192,000 (One Hundred
Ninety Two Thousand Dollars) exclusive of interest on financing and administrative and financing costs;
said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of
submission of this Petition to the City. If expenses have been incurred for the Improvements and
construction has not started within two years of the initial design contract, the Improvements will be
deemed abandoned and expenses incurred to date will be assessed against property in the Improvement
District defined below in accordance with the provisions hereof.

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

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

Lots 1-9, Block A; Lots 6-11, Block B; The Paddock at 127th, Wichita, Sedgwick County, Kansas
AND Lots 1 – 3, Block 6, Equestrian Estates, an addition to Wichita (Sedgwick County), Kansas.

(d) The proposed method of assessment is: equally per lot (18 lots)

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

(e) The proposed apportionment of the cost of the Improvements, between the Improvement
District and the City at large, is: 100% to be assessed against the Improvement District and 0% to be paid
by the City-at-large.
(f) The payment of assessments proposed to be imposed hereunder may be indefinitely deferred against those property owners eligible for deferral pursuant to the City’s Special Assessment Deferral Program.

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

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

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

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

<table>
<thead>
<tr>
<th>Signature</th>
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<th>Property Owned Within Proposed Improvement District</th>
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<tbody>
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<td>07-28-17</td>
<td>Lots 1 – 9, Block A; Lots 6 – 11, Block B, The Paddock at 127th, Wichita, Sedgwick County, Kansas AND Lots 1 – 3, Block 6, Equestrian Estates, an addition to Wichita (Sedgwick County), Kansas.</td>
</tr>
</tbody>
</table>

***************

THIS PETITION was filed in my office on 7/31/17;

City Clerk
RESOLUTION NO. ________


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. 17-077 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 a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:
Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on HORSEBACK from the south line of Stampede Street to the south lot line of Lot 11, Block B, The Paddock at 127th; and FARRIER from the west side of Horseback Street to the end of Furlong Street. Drainage to be installed where necessary (the “Improvements”).

(b) The estimated or probable cost of the Improvements is $192,000 (One Hundred Ninety-Two Thousand Dollars) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

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

Lots 1-9, Block A; Lots 6-11, Block B; The Paddock at 127th, Wichita, Sedgwick County, Kansas AND Lots 1-3, Block 6, Equestrian Estates, an addition to Wichita (Sedgwick County), Kansas.

(d) The proposed method of assessment is: equally per lot (18 lots).

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

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

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

Section 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 _________________.

(SEAL)

_______________________________  Jeff Longwell, Mayor

ATTEST:

_______________________________  Karen Sublett, City Clerk

APPROVED AS TO FORM:

_______________________________  Jennifer Magaña, City Attorney
and Director of Law
### PAVING BID TABULATION SUMMARY

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<th>Cornejo &amp; Sons, LLC</th>
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<tbody>
<tr>
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<tr>
<td>472-85342 (766386)</td>
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</tbody>
</table>

| Horseback, Farrier | $130,527.00 | | | |
| The Paddock at 127th Addition | BID BOND | ADDENDA | 1 | |
| 472-85342 (766386) | | | | |

| Horseback, Farrier | $130,527.00 | | | |
| The Paddock at 127th Addition | BID BOND | ADDENDA | 1 | |
| 472-85342 (766386) | | | | |

| Horseback, Farrier | $130,527.00 | | | |
| The Paddock at 127th Addition | BID BOND | ADDENDA | 1 | |
| 472-85342 (766386) | | | | |

Award 09-06-17 subject to City Council approval of new Engineer's Estimate and Budget Authorization. Revised Engineer's Estimate $136,622.00

CHECKED BY: ___________________________

REVIEWED BY: ___________________________

175
RESOLUTION NO. 17-303


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. 17-077 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 a majority of the resident owners of record of the property liable for assessment for the proposed improvements, and is therefore sufficient in accordance with the provisions of the Act.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:
Section 1. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) It is advisable to make the following improvements:

Construction of pavement on HORSEBACK from the south line of Stampede Street to the south lot line of Lot 11, Block B, The Paddock at 127th; and FARRIER from the west side of Horseback Street to the end of Furlong Street. Drainage to be installed where necessary (the “Improvements”).

(b) The estimated or probable cost of the Improvements is $192,000 (One Hundred Ninety-Two Thousand Dollars) exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

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

Lots 1-9, Block A; Lots 6-11, Block B; The Paddock at 127th, Wichita, Sedgwick County, Kansas AND Lots 1-3, Block 6, Equestrian Estates, an addition to Wichita (Sedgwick County), Kansas.

(d) The proposed method of assessment is: equally per lot (18 lots).

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

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

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

Section 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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law
TO: Mayor and City Council

SUBJECT: Community Events – Autumn and Art (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure the event promoter Adam Hartke, Wichita Festivals, Inc., is coordinating Autumn and Art at Bradley Fair with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Autumn and Art at Bradley Fair  September 14, 2017 7:00 am – September 19, 2017 11:30 am
- North Bradley Fair Parkway, Rock Road to East 21st Street North
- Wilson Estates Parkway, North Bradley Fair Parkway to Saddle Creek Road

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Carnegie Concert Series at Heritage Park (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Brent McNulty, Fidelity Bank, is coordinating the Carnegie Concert Series at Heritage Park event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Carnegie Concert Series at Heritage Park September 6, 13, 20 and 27, 2017 11:00 am – 1:30 pm
  • East William Street, South Main Street to South Market Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Halestorm Block Party (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Barney Byard, Wichita Orpheum, is coordinating the Halestorm Block Party event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

**Halestorm Block Party September 23, 2017 3:00 pm - 7:00 pm**
- East First Street, North Broadway Street to North Topeka Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Blessed Sacrament Oktoberfest and Run for the Poor (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Rachel Hittner, The Church of the Blessed Sacrament, is coordinating the Blessed Sacrament Oktoberfest and Run for the Poor with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

**Blessed Sacrament Oktoberfest October 7, 2017 6:00 am – 11:59 pm**
- Quentin Street, Douglas Avenue to First Street

**Blessed Sacrament Run for the Poor October 7, 2017 8:00 am – 12:00 pm**
- Circle Drive, Douglas Avenue to South Bluff Street
- South Bluff Street, East Waterman to East Lewis Street
- East Lewis Street, South Bluff Street to South Pershing Street
- South Pershing Street, East Lewis Street to East English Street
- East English Street, South Pershing Street to South Fountain Street
- South Fountain Street, East English Street to East Waterman Street
- East Waterman Street, South Fountain Street to South Terrace Drive
- South Terrace Drive, East Lewis Street to East English Street
- East Douglas Avenue, North Roosevelt Street to North Bluff Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.
**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – CCA Lions Pride 5K (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Trevor Darmstetter, Timer Guys, is coordinating the CCA Lions Pride 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

CCA Lions Pride 5K September 16, 2017 7:00 am – 11:00 am
- Wilderness Street, 29th Street North to Cul-de-sac
- South Lane of 29th Street North, Penstemon Street to Fox Pointe Court
- Fox Pointe Court, 29th Street North to Cul-de-sac

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – ICT Bloktoberfest (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Kary Taylor, Wichita WaterWalk, is coordinating the ICT Bloktoberfest event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

ICT Bloktoberfest October 13 7:00 am through October 14, 2017 10:00 pm

- South Water Street, Dewey Street to Waterman Street
- WaterWalk Place, South Water Street to Wichita Street
- Dewey Street, South Water Street to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Old Town 10K (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter John Muir, Wichita Running Company, is coordinating the Old Town 10K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

**Old Town 10K September 18, 2016 7:00 am – 11:00 am**
- North Mosley Street, East 1st Street North to East 3rd Street North
- East 3rd Street, North Mosley to Rock Island North
- Rock Island, East 3rd Street North to East 2nd Street North
- East 2nd Street North, North Mosley Street East to North Waco Avenue
- North Seneca Street, Museum Boulevard to North McLean Boulevard
- Museum Boulevard, North Seneca Street to West Sim Park Drive
- West Sim Park Drive, Museum Boulevard to West Murdock Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Open Streets ICT (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Troy Houtman, Wichita Park and Recreation Department, is coordinating the Open Streets ICT with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Open Streets ICT September 24, 2017 10:00 am – 5:00 pm
- Douglas Avenue, Glenn Street to Roosevelt Street with through traffic allowed at the following intersections: Seneca Street, McLean Boulevard, Waco Street, Broadway Street, Washington Avenue, Hydraulic Avenue, Grove Street and Hillside Avenue.

The promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Race to the Courthouse (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Christine Campbell, Wichita Bar Association, is coordinating the Race to the Courthouse event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Race to the Courthouse September 28, 2017 6:00 am 8:30 am
  • Main Street, Central Avenue to 13th Street North, southbound curbside lane only

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Susan G. Komen Race for the Cure (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Jeremy Mock, Susan G. Komen Kansas, is coordinating the Susan G. Komen Race for the Cure with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

**Susan G. Komen Race for the Cure September 22, 2017 12:00 pm through September 23, 2017 3:00 pm**
- Wichita Street, Dewey Street to Lewis/Waterman Streets
- Water Street, Dewey Street to Waterman Street
- Waterman/Lewis, Wichita Street to Water Street

**September 24, 2016 6:00 am – 1:00 pm**
- Dewey Street, Water Street to Wichita Street
- Water Walk Place Drive, Water Street to Wichita Street
- Lewis/Waterman Street, Wichita Street to McLean Boulevard
- McLean Boulevard, Maple/Lewis Street to 13th Street North
- First Street, McLean Boulevard to Waco Avenue
- Waco Avenue, First Street to Second Street
- Central Avenue, Seneca Street to Waco Avenue
- Douglas Avenue, Waco Avenue to McLean Boulevard

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.
**Recommendation/Actions:** It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – Wagonmaster Chili Cookoff (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Aaron Snook, Wichita Wagonmasters, is coordinating the Wagonmaster Chili Cookoff event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

**Wagonmaster Chili Cookoff September 30, 2017 5:00 am -6:00 pm**

- Douglas Avenue, Emporia Avenue to Mead Street
- Emporia Avenue, First Street to East William Street
- St. Francis Street, East William Street to First Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.
TO: Mayor and City Council  
SUBJECT: Community Events – Walk to Defeat ALS (District II)  
INITIATED BY: Division of Arts & Cultural Services  
AGENDA: Consent  

Recommendation: Approve the request for temporary street closures.  

Background: In accordance with the Community Events procedure, the event promoter Cheyenne Lauer, The ALS Association Mid-America Chapter, is coordinating the Titan 10K event with City of Wichita staff, subject to final approval by the City Council.  

Analysis: The following street closure request has been submitted:  

**Walk to Defeat ALS September 28th, 2017 7:30 am – 12:30 pm**  
- Northbound lane of Webb Road, Waterfront to 13th Street North  
- Westbound lane of 13th Street North, Webb Road to Waterfront  
- Southbound lane of Waterfront, Webb Road to 13th Street North  

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.  

Financial Consideration: The event promoter is responsible for all costs associated with the special events.  

Legal Consideration: This action complies with the ordinance on street closures for community events.  

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.
TO: Mayor and City Council

SUBJECT: Community Events – 26th Annual Frostbite Regatta (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter William Ingle, Wichita Rowing Association, is coordinating the 26th Annual Frostbite Regatta event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

26th Annual Frostbite Regatta November 5, 2017 6:00 am 6:00 pm
  • Nims Street, Central Avenue to Roundabout

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special events.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.
TO: Mayor and City Council

SUBJECT: Contract with Sedgwick County to Provide Payment Processing Services Related to City Water/Sewer Tap Funds Through Metropolitan Area Building and Construction Department. (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

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

**Background:** Prior to and following the formation of the Metropolitan Area Building and Construction Department (MABCD) in 2013, the City has charged fees outside of the MABCD fee structure to connect new buildings to the City water/sewer services. Once MABCD was formed, the City continued to charge these fees and the City received the payments through MABCD while the City still controlled the finances of the MABCD. However, beginning January 2017, the County assumed control of the finances of MABCD. This left the City without a method to acquire the funds for the water/sewer taps because the money is collected by MABCD without a way to release the money to the City. To date, MABCD has retained roughly $1.6 million dollars in City water/sewer tap fees that it cannot move or use.

This agreement is meant to alleviate the issue. It provides for the monthly transfer of water/sewer tap fees from the County to the City minus the third-party fees that accompany debit and credit card transactions.

**Analysis:** To date, this revenue has been posted to the County's financials. Going forward, this revenue will not be posted to the County's financials, but will be operated through an account that will allow the revenue to flow through to the City. Under the agreement, the County will retain a portion of the revenue to offset third party fees, defined as merchant service fees assessed against the County to process water/sewer tap fees paid by credit or debit card.

**Financial Considerations:** Fees collected for the water/sewer taps for connection of new buildings to the City water/sewer will be reimbursed to the City of Wichita.

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

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

**Attachment:** Contract
INTERGOVERNMENTAL SERVICES AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS

and

CITY OF WICHITA, KANSAS

This Agreement made and entered into this ___ day of ____________, 2017, by and between Sedgwick County, Kansas ("the County") and the City of Wichita ("the City").

WITNESSETH:

WHEREAS, the County, through the Metropolitan Area Building and Construction Department ("MABCD"), and pursuant to Titles 16 and 17 of the Code of Ordinances for the City, currently processes and retains municipal water and sewer utility tap fees from citizens of the City ("Water/Sewer Fees").

WHEREAS, the Water/Sewer Fees are frequently paid alongside other MABCD fees scheduled in the Wichita-Sedgwick Unified Building and Trade Code.

WHEREAS, the County has collected Water/Sewer Fees from January 1, 2017, to June 30, 2017, in the amount $1,696,071.42, and fees imposed by third-parties for processing payments via credit and debit card charges ("Third-Party Fees") associated with this balance total $42,197.68.

WHEREAS, the City has requested for County, through the MABCD, to receive and remit to the City the currently retained and future Water/Sewer Fees with the associated Third-Party Fees deducted.

WHEREAS, County and City are authorized to enter into an agreement for services pursuant to K.S.A. 12-2908, as amended; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and promises contained herein, the parties hereto agree as follows:

1. The City authorizes the County, through the MABCD, to collect the Water/Sewer Fees for the City.
2. The parties agree that within 15 days of both parties’ approval of this Agreement, the County shall remit to the City the Water/Sewer Fees received as of June 30, 2017 after first subtracting an amount equal to the Third-Party Fees.

3. The City shall invoice the County eight (8) days following the end of each month with a list of the Water/Sewer Fees received by the MABCD in the month prior minus the associated Third-Party Fees.

4. The parties agree that the County shall remit to the City all other Water/Sewer Fees, after first subtracting an amount equal to the Third-Party Fees, twenty (20) days following the end of the month in which the MABCD received the Water/Sewer Fees.

5. The term of this Agreement shall be for a ten-year period from the date all parties sign.

[remainder of this page intentionally left blank]
6. Authority to Contract. Each party 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 each party’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 each party to act in connection with the application and to provide such additional information as may be required.

7. 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: Metropolitan Area Building and Construction Department
        Attn: Director
        Ronald Reagan Building
        271 W. 3rd Street North, Suite 101
        Wichita, KS 67202

and

Sedgwick County Counselor’s Office
        Attn: Contract Notification
        Sedgwick County Courthouse
        525 N. Main, Suite 359
        Wichita, Kansas 67203 3790

City: City of Wichita Public Works & Utilities
        Attn: Contract Notification
        455 N. Main, 8th Floor
        Wichita, Kansas 67202

        With a copy to:

        City of Wichita Law Department
        Attn: Contract Notification
        455 N. Main, 13th Floor
        Wichita, Kansas 67202
8. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect. This Agreement is not intended to confer upon any person or entity other than the Parties any rights or redress hereunder.

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. 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.

12. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by County shall not constitute a waiver.

13. Anti-Discrimination Clause. Both parties, and any contractors hired thereby, agree: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities;
(b) to include in all solicitations or advertisements for employees the phrase “equal opportunity employer;” (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County or City cumulatively total $5,000 or less during the County’s or City’s fiscal year.

14. Retention of Records. Unless otherwise specified in this Agreement, the County agrees to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

15. Choice of Law. This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
16. Arbitration, Damages, Jury Trial and Warranties. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find either party has consented to a jury trial to resolve any disputes that may arise hereunder. Both parties waive their right to a jury trial to resolve any disputes that may arise hereunder.

17. 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), 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 parties shall at all times stay in conformity with such laws, and as a condition of this Agreement the parties reserve 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.

18. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single agreement.

19. Termination. Either party may terminate this Agreement with a written notice provided to the other party not less than 90 days prior to the stated effective termination date.

[remainder of this page intentionally left blank]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

David M. Unruh, Chairman
Commissioner, First District

APPROVED AS TO FORM ONLY:

Michael L. Fessinger
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

CITY OF WICHITA, KANSAS

Jeff Longwell
Mayor

APPROVED AS TO FORM ONLY:

Jennifer L. Magaña
Director of Law and City Attorney

ATTESTED TO:

Karen Sublett
City Clerk
TO: Mayor and City Council

SUBJECT: Kansas Department of Transportation (KDOT) Agreement for Funding for Improvements to 127th Street East between 13th and 21st Streets North (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: On July 15, 2014, the City Council approved an agreement with KDOT for improvements to 127th Street, 13th to 21st Streets North. On August 16, 2016, the City Council approved KDOT Supplemental Agreement No. 1 to allow the City to use additional federal funding allocated by the Wichita Area Metropolitan Planning Organization (WAMPO) to construct the project.

Analysis: The KDOT construction engineering agreement will allow any federal money that is not spent on construction items to be used for construction engineering services. The City of Wichita can be reimbursed up to 80% of the total actual construction engineering costs, not to exceed $361,769.

Financial Considerations: The overall project budget is unchanged. The agreement allows the possibility of offsetting general obligation funds with federal reimbursement.

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.
CITY’S ORIGINAL

CONTRACT FOR
FEDERAL-AID ROAD CONSTRUCTION
ENGINEERING BY CITY
(CITY-ADMINISTERED PROJECT)

CMS CONTRACT NO. ____________
CITY INDEX NO. ____________

PROJECT NO. 87 N-0615-01
CITY OF WICHITA, KANSAS

THIS AGREEMENT is entered into between the City of Wichita, Kansas (the “LPA” or “Local Public Authority”), as principal, and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation (KDOT) (the “Secretary”). The Secretary will act as agent for the LPA pursuant to authority set forth in K.S.A. 68-169, K.S.A. 68-401 and K.S.A. 68-402b et seq. and an agreement between the Parties dated July 25, 2014 Agreement No. 301-14 (the “Primary Agreement”). The LPA and Secretary are collectively referred to as the “Parties.”

RECITALS:

A. The Secretary and the LPA have agreed the LPA will provide Construction Engineering in accordance with rules and guidelines based on the inspection procedures approved by the Secretary for the Project.

B. The Secretary and the LPA desire to set forth their understanding and agreements relating to Construction Engineering services and allocation of Construction Engineering costs for the Project.

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS: The following terms as used in this Agreement have the designated meanings:

1. “Agreement” means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.

2. “Construction Engineering” inspection services, material testing, engineering consultation and other reengineering activities required during construction of the Project.

3. “Design Plans” means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
4. "Effective Date" means the date this Agreement is signed by the Secretary or the Secretary's designee.

5. "FHWA" means the Federal Highway Administration, a federal agency of the United States.

6. "KDOT" means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.

7. "LPA" means the City of Wichita, Kansas.

8. "Parties" means the Secretary of Transportation and KDOT, individually and collectively, and the LPA.

9. "Project" means Project No. 87 N-0615-01 located on 127th Street East, from 13th Street North to 21st Street North and consists of 0.984 miles of Grading, Surfacing, and Bridge which is the subject of the Primary Agreement.

10. "Secretary" means the Secretary of Transportation of the state of Kansas, and his or her successors and assigns.

**ARTICLE II**

LPA RESPONSIBILITIES:

1. **Compliance with Approved Project Procedures Manual(s).** The LPA will provide the Construction Engineering services in accordance with the Project Procedures Manual(s) for the LPA, which the LPA has provided to the KDOT's Bureau of Local Projects for prior approval. Any subsequent changes to the Project Procedures Manual(s) by the LPA during the Construction Engineering inspection of the Project will require prior approval of the changes by the Secretary.

2. **Protective Clothing.** The LPA will require, at a minimum, all personnel performing Construction Engineering comply with the high visibility apparel requirements of the *KDOT Safety Manual*, Chapter 4, Section 8 Fluorescent Vests.

**ARTICLE III**

CONSTRUCTION ENGINEERING COMPENSATION:

1. **Upper Limit of Compensation.** The Parties agree the total estimated costs for Construction Engineering services is $361,768.97, which is the upper limit of compensation available to the LPA. Reimbursement to the LPA for Construction Engineering services will be based upon actual costs incurred by the LPA. Further, the LPA agrees compensation: (i) will be made in accordance with the Primary Agreement; (ii) may not exceed the estimate listed above in this paragraph 1; (iii) will be limited to the applicable Federal-aid cost sharing formulae and

LPA-Federal Aid (City Administered) (Rev 12-2016)
availability of Federal-aid funds for Construction Engineering; and (iv) and as may be allowed by State Law. Federal-aid participation for the Project is 80%. The LPA authorizes the Secretary to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for the Project.

ARTICLE IV

FEDERAL REQUIREMENTS:

1. **Audit.** All local governmental units, state agencies or instrumentalities, non-profit Organizations, institutions of higher education and Indian Tribal governments shall comply with Federal-Aid Transportation Act and the requirements of 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (commonly known as the “Supercircular”). Further, the LPA agrees to the following provisions:

   (a) **Audit.** It is the policy of the Secretary to make any final payments to the LPA for services related to the Project in a timely manner. The Audit Standards set forth in 2 C.F.R. Part 200, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” and specifically the requirements in Subpart F, 2 C.F.R. §200.500 et seq. require either a single or program specific audit be performed by an independent certified public accountant in accordance with these standards. All information audited and audit standards and procedures shall comply with 2 C.F.R. §200.500 et seq.

   (b) **Audit Report.** The Secretary may pay any final amount due for the authorized work performed based upon the LPA’s most recent Single or Program Specific Audit Report “(Audit Report)” available and a desk review of the claim by the Contract Audit Section of KDOT’s Bureau of Fiscal Services. The LPA, by acceptance of this Agreement, acknowledges the final payment is subject to all single or program specific audits which cover the time period of the expenses being claimed for reimbursement. The Parties agree as the Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), the Secretary will review the Audit Report for items which are declared as not eligible for reimbursement. The LPA agrees to refund payment made by the Secretary to the LPA for items subsequently found to be not eligible for reimbursement by audit.

   (c) **Agency Audit.** If the LPA is not subject to the Audit Standards set forth in 2 C.F.R. Part 200, the Secretary and/or the FHWA may request, in their sole discretion, to conduct an audit of the Project. Upon the request of the Secretary and/or the FHWA for an audit, the LPA will participate and cooperate in the audit and shall make its records and books available to representatives of the requesting agency for a period of five (5) years after date of final payment under this Agreement. If any such audit reveals payments have been made with federal funds by the LPA for items considered Non-Participating Costs, the LPA shall promptly reimburse the Secretary for such items upon notification by the Secretary.
2. **Organizational Registration Requirements.**

   (a) **Dun & Bradstreet.** If it has not already done so, the LPA shall obtain a Data Universal Numbering System (DUNS) number, which may be obtained from Dun and Bradstreet, Inc. (D & B) by telephone (currently 866-705-5711) or the Internet (currently http://fedgov.dnb.com/webform).

   (b) **System for Award Management.** The LPA agrees it shall maintain current registrations in the System for Award Management (http://www.sam.gov) at all times during which it has active federal awards.

3. **Records.** The LPA will make all documents and accounting records pertaining to the work covered by this Agreement available for inspection by the Secretary and/or the FHWA, or their representatives, at the LPA's office for a period of three (3) years after the date of final payment.

**ARTICLE V**

**GENERAL PROVISIONS:**

1. **Incorporation of Documents.** The final Design Plans, special provisions, Construction Contract Proposal (as available), the Project Procedures Manuals, the agreement estimate for Construction Engineering services (if applicable) and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference and made a part of this Agreement.

2. **Assigned Staff.** The following individuals will be assigned to the Project; to be updated or otherwise revision by written communication to KDOT's Bureau of Local Projects without the need for written amendment to this Agreement:

   (a) The Field Engineer for the KDOT will be Mr. Matt Graham, P.E., whose work address is 700 SW Harrison Street, Topeka, Kansas 66603 and work telephone is 785-207-5125.

   (b) The Project Engineer/Project Manager for the LPA will be Mr. James Wagner, P.E., Certification Number 3453 (expiration date is 12/10/2018), whose work address is 1801 South McLean, Wichita, Kansas 67213 and work telephone is 316-268-4027.

   (c) The Chief Inspector for the LPA will be Mr. Tim Anthis, Certification Number 1484 (expiration date is 12/10/2018), whose work address is 1801 South McLean, Wichita, Kansas 67213 and work telephone is 316-268-4027.

3. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the LPA and their successors and assigns.

LPA-Federal Aid (City Administered) (Rev 12-2016)
4. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

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<tr>
<th>ATTEST:</th>
<th>APPROPRIATE LOCAL OFFICIAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wichita City Clerk (Date)</td>
<td>Wichita City Mayor (Date)</td>
</tr>
</tbody>
</table>

**RECOMMEND FOR APPROVAL:**
(If required by the LPA)

Wichita City Engineer (Date)

**APPROVED AS TO FORM:**

Jennifer Magana, City Attorney and Director of Law

Kansas Department of Transportation Secretary of Transportation

Catherine M. Patrick, P. E. (Date)
State Transportation Engineer
INDEX OF ATTACHMENTS

Special Attachment No. 1

Civil Rights Act of 1964
Rehabilitation Act of 1973
Americans With Disabilities Act of 1990
Age Discrimination Act of 1975
Executive Order 12898 of 1994

Special Attachment No. 2

Contractual Provisions Attachment

Special Attachment No. 3

Estimate of Engineering Fee

Special Attachment No. 4

Listing of KDOT Certified Inspectors

Special Attachment No. 5

Required Contract Provision
Certification - Federal Funds - Lobbying
KANSAS DEPARTMENT OF TRANSPORATION

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

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

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

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

CLARIFICATION

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

Nondiscrimination Clauses

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

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

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

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

(Revised 9/29/11)
4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant’s books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

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

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

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

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

7) Disadvantaged Business Obligation

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

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

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

8) Executive Order 12898

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

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

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev: 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. Terms Herein Controlling Provisions: It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. Kansas Law and Venue: This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

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

4. Disclaimer Of Liability: No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 at seq.).

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

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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

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

7. Arbitration, Damages, Warrantees: Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6463), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

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

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

10. Insurance: The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 at seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. Information: No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 48-1101 at seq.

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

13. Campaign Contributions / Lobbying: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
## A. Direct Payroll Contract Administration

### 1. Field Inspection and Daily Contract Documents

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<th>Employee</th>
<th>Est. Hours</th>
<th>Avg. Salary</th>
<th>Extension</th>
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### 2. On Site Testing

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### 3. Surveying

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### Summary Total Direct Payroll Costs

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### B. Salary Related Benefits - Reg. Hrs. (42.7%)

- Salary Related Benefits - O.T. Hrs. (21.4%)

- **$350,043.33**

### D. Direct Expenses

#### Mileage:

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- Equipment Rental:

- **$11,725.64**

**TOTAL ACCOUNT ESTIMATE = $361,766.97**
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REQUIRED CONTRACT PROVISION
CERTIFICATION - FEDERAL FUNDS - LOBBYING

Definitions
1. Designated Entity: 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.
2. Federal Grant: An award of financial assistance by the federal government (Federal Aid Highway Program is considered a grant program).
3. Influencing (or attempt): Making, with the intent to influence, any communication to or appearance before any designated entity in connection with the making of any Federal grant.
5. Recipient: All contractors, subcontractors or subgrantees, at any tier, of the recipient of funds received in connection with a Federal grant.

Explanation
As of December 23, 1989, Title 31 U.S.C. (new) Section 1352 limits the use of appropriated Federal funds to influence Federal contracting. Under this new section no appropriated funds may be used by the recipient of a Federal grant to pay any person to influence or attempt to influence a designated entity in connection with the naming of a Federal grant or the extension, renewal, amendment or modification of any grant. These restrictions apply to grants in excess of $100,000.00. Submission of this certification is required for participation in this project by Federal Law. For each failure to file a civil penalty of not less than $10,000.00 and not more than $100,000.00 may be imposed.

Note: If funds other than appropriated Federal funds have or will be paid to influence or attempt to influence a designated entity it must be reported. If required, the reporting shall be made on KDOT Form No. 401 "DISCLOSURE OF LOBBYING ACTIVITIES", in accordance with its instructions. KDOT Form No. 401 is available through the Bureau of Local Projects.

THE ABOVE DEFINITIONS, EXPLANATION AND NOTE ARE ADOPTED AND INCORPORATED BY REFERENCE IN THIS CERTIFICATION FOR ALL PURPOSES THE SAME AS IF SET OUT IN FULL IN IT.

The maker of this CERTIFICATION states that it has been signed on the maker's behalf or, if on behalf of some other person, that the maker is vested with legal right and authority to bind and obligate the other person in the making of this CERTIFICATION submitted in regard to this contract.

The maker certifies that: No Federal appropriated funds have been paid or will be paid by or on behalf of the maker, to any person, for influencing or attempting to influence any designated person in connection with the awarding of any Federal grant or the extension, continuation, renewal, amendment or modification of any Federal grant.

In the event that the maker subcontracts work in this contract, the maker will provide to and require the signing of this Certification by the subcontractor, and shall keep and maintain the original signed form as part of the contract with the subcontractor.

The maker understands that this Certification is a material representation of fact upon which reliance was placed as part of this transaction.

DATE: ___________________________

BY: __________________________

3-23-00
City of Wichita  
City Council Meeting  
September 5, 2017

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 1 and Funding for Mt. Vernon from Broadway to Southeast Boulevard (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

**Recommendation:** Approve Supplemental Design Agreement No. 1, revised budget, and adopt the amending resolution.

**Background:** On August 19, 2008, the City Council approved an agreement with MKEC Engineering Inc. for design of improvements to Mt. Vernon from Broadway to Southeast Boulevard. The project was under design when the economic downturn occurred and was put on hold as other projects were deemed to be a higher priority.

**Analysis:** Supplemental Design Agreement No. 1 will allow for an update aligning to Kansas Department of Transportation (KDOT) standards, as the project has now been awarded federal funding. Since the project was surveyed so long ago, a resurvey of the project is needed, along with updating design software to the current format. In addition, due to changes in permitting requirements since the original design work, it is necessary to adjust the scope of work.

**Financial Considerations:** The design cost to date is $134,640, for paving and drainage improvements. The cost to update the plans and complete the design is $325,244 for paving and drainage improvements, $30,947 for waterline design, and $35,098 for sanitary sewer design. The total non-utility design fee will be $459,884.

The existing approved budget is $198,000 for paving and drainage design, approved by the City Council on August 19, 2008. Staff is requesting $300,000 in General Obligation funds in 2017 as allocated in the Adopted 2017-2026 Capital Improvement Program for a total non-utility budget of $498,000. The waterline design for this project is funded by the Arterial Water Projects budget which was approved by the City Council on December 13, 2016, and the sewer design funded by the Collection Mains Replacement budget approved by the City Council on November 1, 2016.

**Legal Considerations:** The Law Department has reviewed and approved Supplemental Design Agreement No. 1 and the amending resolution as to form.

**Recommendation/Actions:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and the revised budget, adopt the amending resolution and authorize the necessary signatures.

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

- **CIP** ☐  **Non-CIP** ☐  **CIP YEAR:** 2017  **CIP #:** ______________
- **NEIGHBORHOOD IMPROVEMENT** ☐

**DEPARTMENT:** 13 Public Works & Utilities  **DIVISION:** Engineering  **RESOLUTION/ORDINANCE #:** ______________  
**FUND:** 400 Street Improvements  **SUBFUND:** 405 Arterial Paving  **ENGINEERING REFERENCE #:** 472-84699

**COUNCIL DISTRICT:** 13 Council Districts 1, 6  **DATE COUNCIL APPROVED:** Sep 5, 2017  **REQUEST DATE:** ______________

**PROJECT #:** 208452  **PROJECT TITLE:** Mt Vernon Broadway to Southeast Blvd  
**PROJECT DETAIL #:** 01  **PROJECT DETAIL DESCRIPTION:** Mt Vernon Broadway to Southeast Blvd

**OCA #:** 706987  **OCA TITLE:** Mt Vernon Broadway to Southeast Blvd  **PERSON COMPLETING FORM:** Janis Edwards  **PHONE #:** 268-4548

**PROJECT MANAGER:** Shawn Mellies  **PHONE #:** 268-4632

- **NEW BUDGET** ☐  **REVISED BUDGET** ☐

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 Segments: 9720 G.O. Bonds, 2999 Contractuals

**NOTES:**

**SIGNATURES REQUIRED**

- **DIVISION HEAD:**  
- **DEPARTMENT HEAD:**  
- **BUDGET OFFICER:**  
- **CITY MANAGER:**  

**DATE:** 05/21/17  **DATE:** 08/22/17  **DATE:** 11/10/2017
RESOLUTION NO. __ - _____

A RESOLUTION SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 47-979 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

The design of Mt. Vernon between Broadway and Southeast Boulevard as necessary for a major traffic facility (472-84699).

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

WHEREAS, certain design costs of the Project have been previously authorized pursuant to Ordinance No. 47-977 and this Resolution is intended to supplement those Ordinance and to authorize additional improvements and expenditures as a part of the Project pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of $498,000, inclusive of the amount previously authorized by Ordinance No. 47-977, in accordance with the plans and specifications therefore prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which was 60 days before the date of adoption of Ordinance No. 47-977 to the extent of increased authorization contained therein, and 60 days before the date of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.
ADOPTED by the City Council of the City of Wichita, Kansas, on __________________________.

___________________________
JEFF LONGWELL, MAYOR

ATTEST:

___________________________
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

___________________________
JENNIFER MAGAÑA, DIRECTOR OF LAW
SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED AUGUST 19, 2008

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREAFTER CALLED THE

"CITY"

AND

MKEC ENGINEERING, INC.

PARTY OF THE SECOND PART, HEREAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated August 19, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to MT. VERNON FROM BROADWAY TO SOUTHEAST BOULEVARD (Project No.472-84699_706987).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

Prepare additional design for paving, sewer, and water improvements including the addition of bike lanes for Mt. Vernon, Broadway to Southeast Blvd. (see attached for details)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this Supplemental Agreement shall be made on the basis of the not to exceed fee as follows:
Paving improvements (706987): $272,884.00
Sanitary Sewer improvements (622500): $35,098.20
Waterline improvements (637300): $30,946.80
TOTAL: $338,929.00

C. COMPLETION
The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below, EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER,
(a) Design Concept by June 1, 2017.
(b) Field check plans of the project for distribution to utilities by December 8, 2017.
(c) Office check plans by May 4, 2018.
(d) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by September 7, 2018.

D. PROVISIONS OF THE ORIGINAL AGREEMENT
The parties hereto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this __________ day of ______________, 2017.

CITY OF WICHITA

______________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM

______________________________
Jennifer Magaña, City Attorney and
   Director of Law

MKEC ENGINEERING, INC.

______________________________
(Name and Title)
Jay Anglemyer, PE, Principal
July 27, 2017

Mr. Shawn Mellies  
Chief Design Engineer, City of Wichita  
455 N. Main, 7th Floor  
Wichita, KS 67202

Reference: Supplemental Design Scope and Fee Proposal (Supplemental #1)  
Mt. Vernon from Broadway to Southeast Blvd. (472-84699)

Dear Mr. Mellies:

MKEC is pleased to present this supplemental proposal to our original scope and contract dated August 19, 2008 for design phase services associated with the reconstruction of Mt. Vernon between Broadway and Southeast Blvd. The scope of services for the reconstruction of this roadway has expanded to now involve replacing the current pavement with new and wider pavement that provides a single driving lane in each direction, a center dual left turn lane and on-street bicycle lanes on Mt. Vernon. Improvements now include the intersections at Washington and at Southeast Blvd. and include concrete pavement, new signals and brick paver crosswalks. ADA compliant walks and ramps will be provided throughout. The design will include extensive storm sewer improvements and improvements to the water and sanitary sewer systems as outlined by City staff.

This proposal acknowledges that our design will be in compliance with the City of Wichita design standards and construction specifications and other stipulated design requirements such as the AASHTO Green Book, Roadside Design Guide, the MUTCD, and the Wichita/Sedgwick County Storm Water Manual. MKEC understands the requirements of this project based on the original design scope. The City has provided subsequent information which has been utilized to finalize this scope of services.

MKEC’s proposed scope of services for the design phase is outlined below:

1. Review design and plan production performed to date with City staff to ensure the proposed improvements meet the City’s intended scope of improvements.
2. Meet and coordinate design with project stakeholders such as Unified School District 259 and commercial businesses along the project corridor.
3. Assist the City with preparations of a project presentation to the District Advisory Board and other public meetings concerning these improvements.
4. During our previous work on the project, we discovered a documented survey bust that was corrected by establishing two section corners in the Mt. Vernon and Broadway intersection. As a result, the right-of-way lines of Mt. Vernon between Broadway and Washington are not parallel. We will prepare a survey data sheet to be included in the plans detailing this situation.
5. Design final horizontal roadway geometrics based on the City approved roadway concept and current construction drawings. Roadway improvements to Mt. Vernon will begin between Broadway and Topeka and end immediately east of the Southeast Blvd. intersection. Major intersection improvements will be included at Washington and at Southeast Blvd. Railroad approach improvements will be made at the UPRR tracks at Mead and the BNSF tracks at Southeast Blvd. The roadway geometry at Ellis will be improved. All intersecting side road streets will receive valley gutter and all necessary approach reconstruction.
6. The roadway geometrics will include on-street bike lanes for the entire length of the project. Construction drawings will include all signing, pavement marking and other necessary details to accommodate the lanes per AASHTO design standards.

7. Design vertical geometrics of the roadway and surrounding ground within the project boundary. Side road and driveway grades will be part of this task. Cross sections will be included in the construction plans. Significant driveway reconstruction on private property is expected.

8. Design an extension of the existing closed storm sewer system serving Mt. Vernon from Broadway west to the Arkansas River. The system will be extended to the east to the UPRR railroad tracks. The design will be based on previous drainage studies performed by MKEC as part of the Mt. Vernon from Greenway to Broadway project.

9. Design a closed storm sewer system to serve Mt. Vernon from the UPRR tracks to the east limits of the project. The proposed system will improve drainage on Mt. Vernon and at intersecting side streets. The improvements will be sized appropriately within the project boundaries and will tie to the existing downstream system in the Southeast Blvd. intersection. The existing downstream system is capacity presumed to be undersized by current design standards and will not be improved by this project.

10. Maintain coordination with private utility companies throughout the design phase and follow the established procedures for the City’s ULCC meeting process. Monthly Consultant Summaries will be prepared and maintained from the first ULCC meeting until all utilities are clear.

11. The Gilbert and Mosley groundwater remediation line passes through the project corridor. The design of all proposed improvements will accommodate this line without requiring relocation. MKEC will coordinate work near and over this line with appropriate City staff.

12. Design the replacement of approximately 1,050 feet of sanitary sewer line throughout the project and the elimination of approximately 250 feet of 8" sanitary sewer. Line sizes will vary between 8" and 21" diameter. The design will include provisions for large diameter sanitary sewer in accordance with City policy.

13. Design the rehabilitation to approximately 22 existing sanitary sewer manholes within the project limits.

14. Design of relocations to approximately 1,350 feet of public water lines ranging from 2" to 12" in diameter. Hydrants, valves and meters associated with these lines will also be replaced.

15. Provide right-of-way and temporary construction easement tract maps and legal descriptions soon after field check plans have been approved by the City. Tract maps will be prepared following City requirements.

16. Mt. Vernon crosses the UPRR and BNSF railroads. The scope will include coordination and permit application assistance with both railroad companies. Railroad approach pavement will abut the UPRR railroad. We anticipate the roadway and sidewalk geometrics will work with the existing vehicle and pedestrian gate arrangement and crossing width. Railroad approach pavement will also abut the BNSF tracks but sidewalk improvements may require extension of the crossing material and the addition of pedestrian gate features. A storm sewer crossing is also proposed.

17. Prepare and submit applications for various environmental permits necessary for construction. Throughout the project, MKEC will coordinate with applicable agencies, informing them of the desired proposed improvements being designed and will continue coordination efforts as necessary to secure permits and to keep agencies informed through the end of the design phase. A KDHE storm water permit will be required but no other environmental permitting is anticipated.

18. Prepare and submit City of Wichita storm water permit and application for enrollment in offsite BMP program if applicable.

19. Prepare traffic control plans to accommodate traffic, presumably one lane in each direction, through the project during all construction phases. Special coordination with USD 259 will occur to ensure school pick-up and drop-off operations will be maintained during construction.

20. Prepare new traffic signal plans for the Mt. Vernon and Washington intersection and the Mt. Vernon and Southeast Blvd. intersection. The signal at Southeast Blvd. will include railroad preemption equipment and programming.

21. MKEC acknowledges this project utilizes federal funding and therefore is being administered by KDOT Local Projects.
22. Prepare and submit milestone progress submittals at field check, office check and final plan stages. Plans will be prepared in a format acceptable to the City. Construction cost estimates will be prepared and submitted at each stage and special provisions will be submitted at office check and final check plan stages.

23. Attend and participate in a pre-bid meeting and a pre-construction meeting at the conclusion of the design and plan production stages.

24. Review shop drawings as required upon contractor submittal.

25. Perform work necessary to install and document section corner and new right-of-way monumentation in accordance with KSA Chapter 58, Article 20, Statute 58-2011.

Several design tasks previously performed are required to be reviewed and ultimately revised in some aspect as a result of changes occurring since work on the previous design ceased. These items are explained below.

1. Revisions to plans according to the modified scope of services.
2. The original project survey was performed in 2008. All green spaces and private yards and drives will be resurveyed. Utilities will be resurveyed and updated in the project records. The previous survey will be used as much as possible, however, to ensure correct information a “new” survey is required to complete the plans.
3. All property ownership information previously obtained will be re-confirmed and updated.
4. The design completed to-date will be reviewed to confirm which elements of the design conform to current City design standards and guidelines. Updates to these elements will be part of the additional effort required to complete this project.
5. Plan sheets, borders, title blocks, design software will be updated to meet today’s standard software and graphic requirements.
6. All City, and KDOT, standard drawings utilized in the current plan set will be updated.

MKEC estimates construction of these improvements to cost approximately $6,000,000. The requested design fee to complete the outlined scope is $391,289.00. This amount accounts for design and plan production effort completed to-date. There is $52,380.00 of design fee remaining from the original agreement; therefore, we propose a supplemental fee of $338,929.00 in addition to the remaining contract to perform the services described above. A task-specific hour and fee worksheet is provided for your review.

Thank you for this opportunity to serve the City of Wichita. Please contact me if you wish to discuss this proposal in greater detail.

Sincerely,

MKEC ENGINEERING, INC.

[Signature]

Jay Anglemyer, P.E.
### MT. VERNON FROM BROADWAY TO SOUTHEAST BLVD.  
**DESIGN FEE WORKSHEET**

MKEC Engineering, Inc.  
July 27, 2017

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| Totals                      | 4,140                | $391,289.00|                     |

| Less Current Contract Amount Remaining                                  |                      | $52,360.00  |

| Total Supplemental Request                                               |                      | $338,929.00 |
RESOLUTION NO. 17-304

A RESOLUTION SUPPLEMENTING THE PROJECT AUTHORIZED BY ORDINANCE NO. 47-979 OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY.

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

The design of Mt. Vernon between Broadway and Southeast Boulevard as necessary for a major traffic facility (472-84699).

(the “Project”) and provided authorization for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

WHEREAS, certain design costs of the Project have been previously authorized pursuant to Ordinance No. 47-977 and this Resolution is intended to supplement those Ordinance and to authorize additional improvements and expenditures as a part of the Project pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized ordered and directed that the Project be acquired and/or constructed at an estimated cost of $498,000, inclusive of the amount previously authorized by Ordinance No. 47-977, in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

Section 2. Project Financing. All or portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimbursed expenditures made on or after the date which was 60 days before the date of adoption of Ordinance No. 47-977 to the extent of increased authorization contained therein, and 60 days before the date of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing body.
ADOPTED by the City Council of the City of Wichita, Kansas, on September 5, 2017.

___________________________
JEFF LONGWELL, MAYOR

ATTEST:

_________________________________
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

__________________________________________
JENNIFER MAGAÑA, DIRECTOR OF LAW
TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to The Paddock at 127th Addition (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 2.

Background: On February 7, 2017, the City Council approved petitions for sewer, water, drainage, and paving improvements to serve The Paddock at 127th Addition, located south of Harry Street, east of 127th Street East. On May 23, 2017, the City Council approved an agreement with Ruggles and Bohm P.A. for design of the improvements. On August 8, 2017, the City Council approved Supplemental Design Agreement No. 1 for the staking and inspection phase of the sewer and drainage improvements.

Analysis: The project has now reached the construction staking and inspection phase for the water improvements. The Engineering Division has worked closely with the development community to create an effective partnership and business model for project management. As Engineering field staff’s workload is currently at its optimal efficiency for production and cost, a supplemental agreement has been prepared for Ruggles & Bohm, P.A. to provide the additional services. Ruggles & Bohm, as the platting engineer for the developer, can provide the most quality service and expertise, as a supplement to City staff.

Financial Considerations: The design services fee to date is $112,300. The cost of the additional services is $6,100, which brings the total design fee to $118,400. Funding is available within the existing budget, and is funded by 100% special assessments.

Legal Considerations: Supplemental Design Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 2 and authorize the necessary signatures.

Attachment: Supplemental Design Agreement No. 2.
SUPPLEMENTAL AGREEMENT NO. 2

TO THE
AGREEMENT FOR PROFESSIONAL SERVICES DATED MAY 23, 2017
BETWEEN
THE CITY OF WICHITA, KANSAS
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE
"CITY"
AND
RUGGLES & BOHM, P.A.
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated May 23, 2017) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to THE PADDOCK AT 127TH ADDITION (Project No. 448-90785_735537).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

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

STAKING, INSPECTION & AS-BUILT
(as per the City of Wichita Standard Construction Engineering Practices)

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

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

Water improvements (735537): $ 6,100.00

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

(a) Field check plans of the project for distribution to utilities by N/A.
(b) Office check plans by **July 30, 2017**.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **August 15, 2017**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this __________ day of ___________________, 2017.

**BY ACTION OF THE CITY COUNCIL**

______________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

______________________________
Jennifer Magaña, City Attorney and Director of Law

**RUGGLES & BOHM, P.A.**

______________________________
(Name and Title)

Christopher M. Bohm

Pres.
TO: Mayor and City Council

SUBJECT: Acquisition of Water Line Easement in the 4700 Block of South Hoover for the Water Service Dead End Elimination and Redundant Feed Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 20, 2016, the City Council approved funding for multiple, small utility infrastructure projects that have been identified as water mains without a secondary connection. These projects will allow the City to construct the secondary connections to eliminate dead ends, which will improve water pressure and create more reliability in water service. One Dead End Project was identified at 47th Street South near the Wichita Valley Center Floodway. A water line easement from land located in the 4700 Block of South Hoover is needed to facilitate the project. The site is comprised of 54 acres and is currently in agricultural production.

Analysis: The 9,350 square-foot easement is a 10-foot wide strip of land along the west property line of a tract at the northeast corner of South Hoover and West 47th Street South. A mature tree row may be impacted by the project. The landowner agreed to convey the easement for $3,500, or $.37 per square foot.

Financial Considerations: The funding source for the project is from the Water Utility cash reserves or future revenue bonds. A budget of $3,550 is requested. This amount includes $3,500 for the acquisition and $50 for recording costs.

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

Recommendation/Action: It is recommended that the City Council approve the real estate agreement; approve the budget; and authorize any necessary signatures.

Attachments: Real estate agreement and tract map.
REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this ___ day of ____________, 2017 by and between TOB, LLC, a Kansas limited liability company, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to convey to the Buyer a perpetual easement for the construction and maintenance of a water line in, upon and under the following described tract, to wit:

   A 10’ Waterline Easement in the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M. being described as follows:

   The East 10.00 feet of the West 50.00 feet of that portion of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M. lying South of the South line of Trinity Point, Wichita, Sedgwick County, Kansas. EXCEPT the South 25.00 feet of said Southwest Quarter. (said 10’ Waterline Easement containing 0.215 acres (9,350 square feet) more or less)

2. The Buyer hereby agrees to purchase and pay to the Seller, as consideration for the conveyance to him of the above described easements and as compensation for damages, including but not limited to landscaping, the sum of Three Thousand Five Hundred Dollars and No Cents ($3,500) in the manner following, to-wit: cash at closing.

3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

4. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 15, 2017.

5. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

6. Where possible, all excavation work in finished lawn areas/easements should be performed in such a manner to protect shrubs, trees, and sod not shown or directed to be removed. Buyer, at its cost, hereby agrees to restore turf grass to a condition comparable to that prior to construction.

7. Possession to be given to Buyer at closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.
WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
TOB, LLC:

[Signature]
Michael J. Brand, Member

BUYER: 

[Signature]
Jeff Longwell, Mayor

ATTEST:

[Signature]
Karen Sublett, City Clerk

APPROVED AS TO FORM:

[Signature]
Jennifer Magana, City Attorney and Director of Law
A 10' Waterline Easement in the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M. being described as follows:
The East 10.00 feet of the West 50.00 feet of that portion of the Southwest Quarter of Section 14, Township 28 South, Range 1 West of the 6th P.M. lying South of the South line of Trinity Point, Wichita, Sedgwick County, Kansas, EXCEPT the South 25.00 feet of said Southwest Quarter.
(said 10' Waterline Easement containing 0.215 acres (9,350 SF), more or less)
TO: Mayor and City Council
SUBJECT: 2018-2020 Ancillary Employee Benefit Lines
INITIATED BY: Department of Finance
AGENDA: Consent

Recommendation: Approve the 2018-2020 vendor selections for the ancillary employee benefit lines and approve the rates.

Background: The City’s ancillary employee benefit program consists of: fully-insured basic life, dependent life, accidental death and dismemberment (AD&D), supplemental life and voluntary accidental death and dismemberment (VAD&D) through The Standard Insurance Company; fully-insured long-term disability (LTD) is provided through Lincoln Financial; fully-insured long-term care (LTC) through UNUM; self-funded dental benefits through Delta Dental of Kansas; flexible spending account administration through Surency; and self-funded vision services through Vision Service Plan (VSP).

The City contracts with a benefit consultant, IMA, Inc., to monitor its benefit plan programs, recommend plan modifications and provide rate analysis to ensure competitive pricing. The City also utilizes a Health Insurance Advisory Committee (HIAC) to provide plan oversight, recommend program renewals, modifications to existing benefits, and to serve as a basis for the Staff Screening and Selection Committee. The Staff Screening and Selection Committee (SSSC) included representatives from the Fraternal Order of Police Local 105, International Association of Firefighters Local 135, Service Employees International Local 513, Employees Council (non-union) and other City staff.

At the request of staff, IMA issued Requests for Proposals (RFPs) for the City’s 2018-2020 ancillary employee benefit lines and administration of the flexible spending program in March 2017.

On August 19, 2014, the City Council approved continuation of the LTC program provided through UNUM, which has been in place since inception in 1995. At the City’s request, IMA sampled the market and determined that only one other carrier offers LTC benefits and that carrier will not quote coverage for municipalities. Given the City’s long standing relationship with UNUM and its favorable rates compared to its competitor, it is the recommendation of IMA with the concurrence of the City’s Purchasing Division that UNUM continue as the City’s LTC provider without the need to formally issue an RFP for these services.

Analysis: As requested, IMA distributed Requests for Proposals for the City’s ancillary benefits to 44 vendors. Proposals asked for a match of existing or enhanced benefits and administration. In late March, IMA received responses to the RFP from 22 vendors spread through the various benefit categories. IMA analyzed each of the responses and provided the SSSC with detailed benefit and cost comparisons required for short-listing.

On April 24, 2017, the SSSC met to short-list the top candidates in each coverage line for finalist interviews. Analysis and discussion compelled the committee to interview two proposers for each category. Finalists selected for interviews included Delta Dental of Kansas and Blue Cross and Blue Shield of Kansas for dental services, and VSP and EyeMed as finalists for vision services. Finalists selected for flexible spending account administration included Surency and NueSynergy. Life, disability and voluntary LTD product finalists included The Standard Insurance Company and Lincoln Financial.
On May 10 and 11, 2017, finalist interviews were conducted and the SSSC met again on May 25, 2017 to determine recommendations. The finalists for each category as selected by the SSSC as being the most responsive to the Requests for Proposals are as follows:

- Self-Insured Dental Plan(s) – Delta Dental of Kansas
- Self-Insured Vision Plan – VSP
- Flexible Spending Account Administrator – Surency
- Fully Insured LTC Plan – UNUM

The proposed 2018–2020 premiums and service fees for each plan are listed in Attachment I. The SSSC recommends the City accept the proposed vendors, benefit enhancements and rate guarantees for each plan as follows:

**Dental**
Both self-funded dental plans, Traditional and Preferred, are recommended to remain with Delta Dental of Kansas and retain their respective service models. Beginning in 2018, Delta’s administrative service fees will be subject to a three-year rate guarantee. Administrative fees for 2018 will remain flat at $3.30 per member per month. Fees for benefit year 2019 will increase to $3.35, with fees for 2020 increasing to $3.40 per member per month. Claims costs and program expenses for 2017 have been running favorably. Based on current plan performance, it is recommended that 2018 employee premiums remain flat over the current year. Dental premiums are 100% employee paid.

**Vision**
It is recommended that self-funded vision services remain with VSP. A reduction in claims costs and a flat three-year rate guarantee will accompany a vision premium reduction of 3.9%. Vision premiums are blended into the health insurance rates. Vision premiums are paid 80% by the City and are 20% employee paid.

**Life Insurance**
It is recommended that life insurance and related products remain with The Standard Insurance Company. If The Standard is approved for LTD as recommended, basic life rates will experience an approximate 13.5% decrease, saving the City and employees over $59,000 annually. Proposed benefit enhancements for 2018 include increasing the basic life 2x cap for Class III employees from $150,000 to $200,000 with no additional premium increase. Class III employees as identified under the life insurance policy include police officers, as well as members of the SEIU and Teamsters unions. In addition, The Standard is also proposing an increase in benefits to dependent life from $4,000 to $10,000 for all eligible dependents and spouses for no additional premium, plus spousal coverage limited at $20,000 with carrier approved evidence of insurability, also at no additional charge over current fees. Lastly, The Standard has agreed to cover specific waiver of premium enrollees for a total fee of $750 per month. Two-thirds of contribution rates for basic life, dependent and basic AD&D are paid by the City, with the remaining one-third paid by employees. All other life products are 100% employee paid.

**Voluntary Long-Term Disability**
The Standard is recommended to provide voluntary LTD. If approved, the addition of The Standard will trigger a package discount favorably affecting life insurance rates. A benefit enhancement will increase workplace modification contributions from $5,000 to $25,000, potentially minimizing City expenses to accommodate eligible disabled employees. Under The Standard’s proposal, LTD rates will remain flat. Premiums for LTD are 100% employee paid.
Long-Term Care
The City’s current LTC plan design is no longer offered by UNUM to new groups. IMA researched the market and found only one other provider that offered a similar plan design, but it is not offered to municipalities. For these reasons, the SSSC, with the approval of Purchasing, is recommending continuation of UNUM as the LTC provider under the current contract and rate structure. This benefit is fully paid by employees.

Flexible Spending Account Administration
The SSSC recommends the selection of Surency for flexible spending account administration. Surency offers a flat rate for administrative fees, a three-year rate guarantee, free lost debit card replacement and a $.50 per member per month administrative fee discount for members who provide a valid email address.

Financial Considerations: The dental program, supplemental life insurance, VAD&D, LTD and LTC plans are all employee paid programs. For the vision plan, the City pays 80% of the premiums and employees pay 20% of the premiums. Two-thirds of the basic life, basic AD&D and dependent life insurance premium costs are paid by the City and one-third is paid by the employee. The flexible spending account administration fees are paid by the City. The City’s costs for each of the ancillary employee benefit lines are budgeted and paid from the Self Insurance Fund.

Legal Considerations: The contracts and policies will be subject to review and approval as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council accept the recommendations of the Staff Screening and Selection Committee and:

(1) approve Delta Dental of Kansas, VSP, The Standard Insurance Company, UNUM and Surency as the providers for dental, vision, basic life, dependent life, basic AD&D, supplemental life, voluntary AD&D, voluntary LTD, and flexible spending administration for 2018-2020;
(2) approve the co-pays/deductibles/benefits, as applicable for each plan;
(3) approve the benefit enhancements and deviations as recommended for each plan;
(4) approve the rate guarantees for each vendor as recommended and authorize renewal at the guaranteed rates for 2018, 2019 and 2020 as applicable; and
(5) authorize the necessary signatures.

Attachment: Attachment I
2018-2020 Employee Benefit Premiums

**DENTAL, VISION, LIFE INSURANCE (BASIC LIFE, BASIC AD&D, DEPENDENT LIFE, VOLUNTARY AD&D, SUPPLEMENTAL LIFE, VOLUNTARY LONG-TERM DISABILITY, LONG-TERM CARE AND FLEXIBLE SPENDING ACCOUNT ADMINISTRATION)**

**Dental – Delta Dental of Kansas (self-funded)**

Employee premiums for both the Traditional and Preferred plans will remain flat for plan year 2018. Administrative fee rates will remain at $3.30 per employee per month for plan year 2018 and will increase to $3.35 for 2019 and $3.40 for 2020. Subsequent years' overall funding factors will be subject to prior period claims experience. There are no changes to the level of benefits provided. The monthly rates listed below for 2018 include the $3.30 administrative fee.

<table>
<thead>
<tr>
<th>Dental Plan</th>
<th>Current Premiums</th>
<th>2018 Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Traditional Plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td>$34.00</td>
<td>$34.00</td>
</tr>
<tr>
<td>Employee +1</td>
<td>$64.62</td>
<td>$64.62</td>
</tr>
<tr>
<td>Family</td>
<td>$105.64</td>
<td>$105.64</td>
</tr>
<tr>
<td><strong>Preferred Plan</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee</td>
<td>$27.10</td>
<td>$27.10</td>
</tr>
<tr>
<td>Employee +1</td>
<td>$48.44</td>
<td>$48.44</td>
</tr>
<tr>
<td>Family</td>
<td>$81.78</td>
<td>$81.78</td>
</tr>
</tbody>
</table>

**Vision – VSP (self-funded)**

Vision rates are included in the employee health insurance rates. VSP rates will reflect an approximate decrease of 3.9% over current rates. Administrative fee rates totaling $2.75 per employee per month are guaranteed for three years. There are no changes to the current level of benefits provided. The monthly rates listed below include the employee’s share of the administrative fee.

<table>
<thead>
<tr>
<th>Vision Plan</th>
<th>Current Employee Only</th>
<th>2018 Premiums</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>$2.67</td>
<td>$2.57</td>
</tr>
<tr>
<td>Family</td>
<td>$7.15</td>
<td>$6.87</td>
</tr>
</tbody>
</table>
Life Insurance – The Standard (fully-insured)

Includes waiver of premium benefit and provides a basic life benefit of two times salary. The following benefit maximums apply:

- Class I up to $600,000: City Council and City Managers
- Class II up to $600,000: Firefighters who are members of IAFF
- Class III up to $200,000: Police officers, members of Fraternal Order of Police, members of SEIU and Teamsters Unions
- Class IV up to $400,000: All non-union employees

Maximum life benefit of $1,000,000 (combined basic and supplemental life)

All Life and Accidental Death & Dismemberment (AD&D) insurance and Long-Term Disability (LTD) programs will be consolidated with one vendor. The Standard has a three-year rate guarantee for all Life, AD&D and LTD plans. Basic Life will decrease by approximately 13.5% from current rates. Basic Life, Basic AD&D and Dependent Life insurance premium costs are 66% City paid and 33% employee-paid. Supplemental Life, Voluntary AD&D and LTD are all employee paid programs. The following rate charts illustrates premium costs for each category. The respective policies provide specific benefit information.

<table>
<thead>
<tr>
<th>Product</th>
<th>Benefit</th>
<th>Cost Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basic Life</td>
<td>2x annual salary up to a maximum of $600,000 (see Employee Class)</td>
<td>$0.110 per $1,000 of coverage per month</td>
</tr>
<tr>
<td>Basic AD&amp;D</td>
<td>Equal to the amount of basic life benefit</td>
<td>$0.015 per $1,000 of coverage per month</td>
</tr>
<tr>
<td>Dependent Life for Spouse and Child</td>
<td>$10,000 from date of live birth for dependent; $20,000 for spouse if evidence of insurability is approved by the carrier. If evidence of insurability is not approved, spousal coverage will default to $10,000</td>
<td>0.830/month/family</td>
</tr>
<tr>
<td>Voluntary AD&amp;D – Spouse/Child</td>
<td>Employee - $25,000 increments to $500,000; Spouse Only - Max. benefit 60% of employee; Children Only - 15% of employee</td>
<td>$0.021 Single AD&amp;D rate per $1,000 $0.031 Family AD&amp;D rate per $1,000</td>
</tr>
</tbody>
</table>
**Supplemental Life**

<table>
<thead>
<tr>
<th>Age Band</th>
<th>Monthly Cost per $1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under Age 25</td>
<td>$0.120</td>
</tr>
<tr>
<td>25-29</td>
<td>$0.120</td>
</tr>
<tr>
<td>30-34</td>
<td>$0.200</td>
</tr>
<tr>
<td>35-39</td>
<td>$0.340</td>
</tr>
<tr>
<td>40-44</td>
<td>$0.500</td>
</tr>
<tr>
<td>45-49</td>
<td>$0.740</td>
</tr>
<tr>
<td>50-54</td>
<td>$1.140</td>
</tr>
<tr>
<td>55-59</td>
<td>$1.550</td>
</tr>
<tr>
<td>60-64</td>
<td>$1.580</td>
</tr>
<tr>
<td>65-69</td>
<td>$1.380</td>
</tr>
<tr>
<td>70+</td>
<td>$2.450</td>
</tr>
</tbody>
</table>

**Voluntary Long-Term Disability –**

<table>
<thead>
<tr>
<th>Age Band</th>
<th>Monthly Cost per $1,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under Age 25</td>
<td>$0.120</td>
</tr>
<tr>
<td>25-29</td>
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<tr>
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<tr>
<td>35-39</td>
<td>$0.340</td>
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<td>65-69</td>
<td>$1.380</td>
</tr>
<tr>
<td>70+</td>
<td>$2.450</td>
</tr>
</tbody>
</table>

**Long-Term Care – UNUM (fully-insured)**

Long-Term Care is a unique product and does not function like other types of insurance. Unique features of this plan are as follows:

- The plan design and plan options do not change;
- The plan rates can change;
- Eligible participants must elect during their initial eligibility period or submit to medical underwriting to qualify (there is no open enrollment);
- Coverage is available to family members outside of an employee’s immediate family;
- Coverage is portable (if an employee terminates employment, the policy will remain in force as long as the premiums are paid);
- The policy has a return of premium benefit.
Flexible Spending Account Administration – Surency

<table>
<thead>
<tr>
<th>Administration &amp; Other Fees</th>
<th>Current</th>
<th>Surency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Administration Annual Fee (per employee per mo.)</td>
<td>$2.75</td>
<td>$2.75</td>
</tr>
<tr>
<td>Debit Card Fee/Replacement if Lost</td>
<td>$0.00/$0.00</td>
<td>$0.00/$0.00</td>
</tr>
<tr>
<td>Rate Guarantee</td>
<td>3 yrs.</td>
<td>3 yrs.</td>
</tr>
</tbody>
</table>
TO: Mayor and City Council

SUBJECT: Assignment of Development Agreement (Uptown Landing, LLC) (District I)

INITIATED BY: Department of Economic Development

AGENDA: Consent

Recommendation: Approve the assignment of the development agreement with Uptown Landing, LLC to Intrust Bank.

Background: On May 9, 2017, the City Council approved a development agreement related to the sale and development of land at Douglas and Hillside. On August 14, 2017, the City closed on the sale of the property and on-site demolition has begun.

The developer, Uptown Landing, LLC (Uptown) has secured financing from Intrust Bank (Intrust) for the construction of the project. Intrust has requested assignment of the development agreement to the lender as part of the loan commitment.

Analysis: Intrust has requested assignment of the agreement to further secure its interest in the project. The developer will remain responsible for development of the project. In the event of a default by the developer, the City’s rights under the agreement will remain. The City’s option for repurchase of land under a default will remain per the agreement.

Financial Considerations: There is no financial impact to the City as a result of the assignment.

Legal Considerations: The City’s Law Department has reviewed and approved the assignment documents as to form.

Recommendations/Actions: It is recommended that the City Council approve the assignment of the development agreement and authorize the necessary signatures.
ASSIGNMENT AND SUBORDINATION OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND SUBORDINATION OF DEVELOPMENT AGREEMENT (this “Agreement”) dated as of ____________, 2017, is made by and between The City of Wichita, Kansas, a Kansas municipal corporation (the “City”); Uptown Landing, LLC, a Kansas limited liability company (“Developer”); and INTRUST Bank, N.A., a national banking association (“Lender”), collectively referred to as the “Parties” and each as a “Party”.

Recitals.

A. Developer and Lender are Parties to a Construction Loan Agreement, Promissory Note, Mortgage, Assignment of Rents, Security Agreement, and other Related Documents as defined therein, dated as of the date hereof (collectively, the “Loan Documents”), pursuant to which Lender has agreed to make certain credit accommodations to and accept certain grants of collateral from Developer described in the Loan Documents. Capitalized terms used herein but not otherwise defined shall have the meanings assigned in the Loan Documents.

B. Developer and the City are Parties to that certain Development Agreement dated as of May 9, 2017, attached hereto as Exhibit “A” and incorporated by reference (the “Development Agreement”), pursuant to which the City imposed certain requirements on Developer’s development and use of that real property commonly known as 3241 East Victor Place and 3221 East 1st Street, Wichita, Kansas, purchased by Developer from the City.

C. Developer has agreed to grant to Lender a security interest in the Development Agreement to secure the prompt performance of Developer’s obligations under the Loan Documents and each other agreement, document, and instrument executed in connection with the Loan Documents, including, without limitation, principal, accrued interest and other charges permitted thereunder (collectively, the “Obligations”).

D. The Parties have agreed on certain terms by which the Development Agreement shall be subordinated to the Loan Documents.

E. The City will receive substantial benefit from the accommodations made by Lender to Developer under the Loan Documents, and has agreed to make the consents, agreements, and representations set forth in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties incorporate in their agreement the foregoing Recitals and further agree as follows:

1. ASSIGNMENT; COVENANTS AND REPRESENTATIONS OF DEVELOPER.

1.1 Assignment of Development Agreement. As additional security for the Obligations, Developer hereby assigns and transfers to Lender, and creates a security interest in, all of Developer’s rights, duties, and interests in, under, and to the Development Agreement. Except as otherwise provided in this Agreement or any Loan Documents, Developer shall strictly
perform all of Developer’s obligations under the Development Agreement and this Agreement. Unless and until Lender, in its sole discretion, exercises its right to take over and perform Developer’s duties hereby assigned to Lender, and so long as there is no default under this Agreement, Developer may carry out all of its duties and enjoy all of the benefits arising under the Development Agreement.

1.2 Representations and Warranties of Developer. Developer represents and warrants to Lender as follows:

(a) Development Agreement. Exhibit “A” is a true, correct, and complete copy of the Development Agreement, and the Development Agreement has not been amended or restated.

(b) No Default. No default by Developer or, to Developer’s knowledge, by the City, exists under the Development Agreement.

(c) No Lien. Developer’s interest in the Development Agreement is not subject to any claim, setoff, lien, or encumbrance of any nature.

(d) Entire Agreement. The Development Agreement and the additional documents and agreements referred to therein are the entire agreement between Developer and the City, and no other agreements, amendments, or understandings exist between Developer and the City with respect to the subject matter thereof.

(e) Consents and Authorizations. The execution, delivery, and performance of the Development Agreement (i) have been duly authorized by all requisite limited liability company action by Developer and (ii) do not require any authorization or consent by any third party (including any governmental authority) that has not been obtained.

(f) No Defense. Neither Developer nor, to Developer’s knowledge, the City, has any defense to the performance of its obligations under the Development Agreement.

1.3 Covenants of Developer.

(a) Performance of Development Agreement. Developer shall perform all of its obligations under the Development Agreement as and when contemplated thereby.

(b) Notice. Developer shall give prompt written notice to Lender of any written notice received by Developer under the Development Agreement, together with a complete copy of such notice.

(c) Enforcement of Development Agreement. Developer shall enforce the performance of all obligations of the City under the Development Agreement in all material respects.

(d) Assignment of Development Agreement. Developer shall not assign the Development Agreement or its rights and obligations thereunder, except for this Agreement and as may be otherwise permitted under the Loan Documents.
(e) **Termination or Amendment of Development Agreement.** Developer shall not terminate or materially amend the Development Agreement without the prior written consent of Lender.

1.4 **No Assumption by Lender.** Nothing in this Agreement shall constitute an assumption by Lender of any obligations under the Development Agreement. Developer shall continue to be solely liable for its obligations under the Development Agreement.

1.5 **Indemnification.** Developer shall indemnify and hold Lender harmless from and against (a) any loss, cost, liability, or expense, including reasonable legal fees, resulting from Developer’s default or failure to perform under the Development Agreement and (b) any action by Lender contemplated by Section 1.6 or Section 2.6, below.

1.6 **Rights of Lender to Take Action.** Lender shall have the right, in its sole discretion, but not the duty, to take, in Lender’s name or in the name of Developer, such action as Lender may, at any time or from time to time, determine to be necessary or desirable to prevent or to cure any default under the Development Agreement, or to protect the rights of Developer or Lender thereunder. Specifically, without limiting the foregoing, Lender shall incur no liability if any action taken by it pursuant to this Section shall prove to be in whole or in part inadequate, ineffective, or invalid.

1.7 **Power of Attorney.** Developer hereby irrevocably constitutes and appoints Lender as Developer’s true and lawful attorney-in-fact, in Developer’s name or in Lender’s name, to execute any and all documents pursuant to or in connection with the Development Agreement and to enforce all rights of Developer under the Development Agreement, to become effective only upon Developer’s Event of Default (as hereinafter defined) under the Development Agreement, the Loan Documents, or both. This power of attorney shall be deemed to be a power coupled with an interest and shall be irrevocable.

2. **ACKNOWLEDGEMENT; COVENANTS AND REPRESENTATIONS OF THE CITY.**

2.1 **Acknowledgment.** The City acknowledges and consents to the assignment of the Development Agreement and the other agreements of Developer under this Agreement. Specifically, without limiting the foregoing, the City hereby grants its consent to this Agreement pursuant to Section 9.02 of the Development Agreement. The City agrees to recognize Lender’s rights under this Agreement.

2.2 **Representations of City.** The City hereby represents and warrants unto Lender that:

(a) **Agreement to Act.** The City has agreed to act as the City pursuant to the Development Agreement.

(b) **Development Agreement.** Exhibit “A” is a true, correct, and complete copy of the Development Agreement, and the Development Agreement has not been amended or restated.

(c) **No Default.** No default by the City or, to the City’s knowledge, by Developer, exists under the Development Agreement.
(d) **No Lien.** The City’s interest in the Development Agreement is not subject to any claim, setoff, lien, or encumbrance of any nature.

(e) **Entire Agreement.** The Development Agreement and additional documents and agreements referred to therein are the entire agreement between Developer and the City, and no other agreements, amendments, or understandings exist between Developer and the City with respect to the subject thereof.

(f) **Consents and Authorizations.** Except for the anticipated issuance of Industrial Revenue Bonds to implement sales tax exemption for the Project, which will require additional actions and approvals by the City and by the Chairperson of the Kansas Board of Tax Appeals, the execution, delivery, and performance of the Development Agreement (i) have been duly authorized by all requisite action by the City and (ii) do not require any authorization or consent by any third party (including any governmental authority) that has not been obtained.

(g) **No Defense.** To the best of the City’s knowledge, neither the City nor, to the City’s knowledge, Developer, has any defense to the performance of its obligations under the Development Agreement.

(h) **Authority.** To the best of the City’s knowledge, the City has full authority under all state and local laws and regulations to perform all of its obligations under the Development Agreement.

2.3 **Covenants of the City.**

(a) **Performance of Development Agreement.** The City shall perform all of its obligations under the Development Agreement as and when contemplated thereby.

(b) **Assignment of Development Agreement.** The City shall not assign the Development Agreement or its rights and obligations thereunder, except for this Agreement and as may be otherwise permitted under the Loan Documents.

(c) **Amendment of Development Agreement.** The City shall not materially amend the Development Agreement without the prior written consent of Lender, provided that Developer shall have the sole obligation to seek and obtain Lender’s consent thereto.

(d) **Termination of Development Agreement by the City.** Provided that the City receives all required performance of Developer under the Development Agreement, the City shall not terminate the Development Agreement without providing advance written notice to Lender.

2.4 **Lender Not Liable to the City.** Prior to Lender’s exercise of its rights under Article 3 below, Lender shall not have any liability with respect to the performance of any obligations under the Development Agreement.
2.5 No Rights under Loan Documents. The City shall have no rights or remedies under the Loan Documents or any of the other documents executed and delivered to Lender in connection therewith.

2.6 City’s Notice of Default; Procedures.

(a) Upon a default by Developer under the Development Agreement (a “Developer Default”), the City shall give written notice to Lender specifying the action necessary to cure the Developer Default, or to the extent not curable, specifying the non-curable nature of any Developer Default.

(b) Notwithstanding any provision in the Development Agreement to the contrary, in the event a Developer Default is being alleged under Section 5.01(d) or (e) of the Development Agreement, and, in the event Lender determines to finance a project on Parcel A and subsequently a default is alleged against Developer under Section 4.01(d) or (e) of the Development Agreement, the City shall give Developer and Lender thirty (30) days’ prior written notice (the “City Notice”) to exercise the City’s option to repurchase Parcel A from Developer and to pay off all of Developer’s Obligations to Lender as set forth in Section 5.12, and if applicable 4.12, of the Development Agreement (the “Option”). In the event the City properly exercises the Option, Lender shall forebear from taking action to foreclose under the Loan Documents, and shall, within ten (10) days after receipt of the City Notice, transmit to the City a pay-off notice setting forth the amount of the Obligations as of that date plus a per diem amount after that date. Notwithstanding any provision in the Development Agreement to the contrary, the payment of the Obligations upon the City’s exercise of the Option shall be made directly to Lender within twenty (20) days after the City’s receipt of Lender’s pay-off notice, and such payment shall not be made to Developer. If payment is not timely made by the City to the Lender, the Lender may then proceed with foreclosure or any and all actions provided for under this Agreement or the Loan Documents. Any amount payable to Developer by means of the City’s exercise of the Option other than the Obligations shall be made directly to Developer.

(c) In the event a Developer Default is being alleged under other than Section 5.01(d) or (e) of the Development Agreement, and, in the event Lender determines to finance a project on Parcel A and subsequently a default is alleged against Developer under [other than?] Section 4.01(d) or (e) of the Development Agreement, or in the event the City does not exercise the Option, then within thirty (30) days of receipt of the City’s notice of a Developer Default, Lender shall give written notice to the City of any intention on Lender’s part to cure Developer’s Default, if such is curable, and undertake Developer’s duties under the Development Agreement. Lender may, in its sole discretion, but is not obligated to, cure Developer’s Default and undertake Developer’s duties under the Development Agreement. The parties further agree that in any event, whether (i) Lender cures Developer’s Default and undertakes Developer’s duties under the Development Agreement, or (ii) does not take the actions in clause (i) preceding but instead forecloses on its mortgage, Lender shall have the right to select and engage a successor Developer, with the consent of the City, which consent shall not be unreasonably withheld, delayed, or conditioned.

(d) The Parties acknowledge that an Event of Default under the Development Agreement by Developer is a default under the Loan Documents.
(e) The Parties acknowledge and agree that Lender is not under any obligation to finance development of Parcel A.

3. RIGHTS OF LENDER.

3.1 Limitation of Lender’s Liability. Developer shall and does hereby agree to indemnify, defend and hold Lender harmless from and against any and all liability, loss or damage incurred under the Loan Documents by reason of this Agreement or the exercise of rights or remedies hereunder, and from any and all claims and demands whatsoever that may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Loan Documents. Should Lender incur any such liability under the Loan Documents by reason of this Agreement or the exercise of rights or remedies hereunder, or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorney fees, shall be secured hereby and Developer shall reimburse Lender therefor immediately upon demand, failing which Lender may, at its option, declare all indebtedness secured hereby and by the Loan Documents to be immediately due and payable. This Agreement shall not operate to place responsibility upon Lender for the control, care, management or repair of any of Developer’s property, nor for the carrying out of any of the terms and conditions of the Loan Documents.

3.2 Lender’s Remedies. This Agreement is primary in nature to the Obligations. Developer agrees that Lender may enforce this Agreement without first resorting to or exhausting any other security or collateral; provided, however, that nothing herein contained shall prevent Lender from suing on the Obligations, foreclosing the Loan Documents or exercising any other right under any document securing the payment of the Obligations.

3.3 No Waiver. Nothing contained herein and no act done or omitted by Lender pursuant to the powers and rights granted hereunder shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents or a waiver or curing of any default hereunder or under the Loan Documents, and this Agreement is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the Loan Documents. The right of Lender to collect the interest and indebtedness evidenced by the Loan Documents and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

3.4 Additional Rights of Lender.

(a) Lender may take or release other security for the payment of the Obligations and other indebtedness secured by the Loan Documents, may release any Party primarily or secondarily liable therefor and may apply any other security held by it to the satisfaction of the Obligations and such other indebtedness without prejudice to any of its rights under this Agreement.

(b) Lender may at any time and from time to time in writing: (i) waive compliance by Developer with any covenant herein made by Developer to the extent and in the manner specified in such writing, or (ii) consent to Developer doing any act that hereunder Developer is prohibited from doing, or consent to Developer failing to do any act which hereunder
Developer is required to do, to the extent and in the manner specified in such writing. No such act shall in any way impair the rights of Lender hereunder except to the extent specifically agreed to by Lender in such writing, and no such waiver will be effective as a waiver of a Developer default under the Development Agreement, absent written concurrence by the City in such waiver.

(c) The rights and remedies of Lender hereunder shall not be impaired by any indulgence, including, but not limited to, (i) any renewal, extension, or modification that Lender may grant with respect to any indebtedness secured hereby; (ii) any surrender, compromise, release, renewal, extension, exchange, or substitution that Lender may grant in respect of any item of the Subject Property and/or the Mortgage or any part thereof or any interest therein; or (iii) any release or indulgence granted to any endorser, guarantor or surety of any indebtedness secured hereby.

4. **SUBORDINATION OF DEVELOPMENT AGREEMENT.** The Parties hereto agree that, until the Termination of this Agreement (as hereinafter defined):

(a) The priority of and the rights granted by the Development Agreement shall be subordinate in all respects to the Loan Documents granted and delivered by Developer to Lender, except for the Options pursuant to Section 4.12 and 5.12 of the Development Agreement and the provisions of Section 2.6 above.

(b) The liens of the Loan Documents are and will be superior to those of the Development Agreement, and to any liens or pledges created in connection with the issuance of Industrial Revenue Bonds to finance all or any portion(s) of the Project.

(c) The subordination and priority specified herein are applicable irrespective of the time or order of attachment or perfection of any security interest or the time or order of the filing of any of the Loan Documents.

(d) The subordination and priority specified herein are applicable irrespective of whether title to the encumbered property is transferred by Developer to any other person or entity, whether voluntary or involuntary.

(e) The subordination and priority specified herein shall, automatically, and without any notice to, consent of, or action of any Party whatsoever, extend to all modifications, renewals, refinancings, replacements and extensions whatsoever of the Loan Documents or the Obligations.

5. **MISCELLANEOUS.**

5.1 **Correction to Development Agreement.** In Section 5.01(e) of the Development Agreement, the date “March 15, 2017” is changed to “March 15, 2018”.

5.2 **Other Amendments.** Any and all of the terms and provisions of the Loan Documents are hereby amended and modified wherever necessary, and even though not specifically addressed herein, so as to conform to the amendments and modifications set forth in this Amendment.
5.3 **Inconsistencies with Development Agreement.** This Agreement shall supersede, to the extent inconsistent therewith, any provisions of the Development Agreement.

5.4 **Headings.** All Article and Section headings are for convenience only and shall not be interpreted to enlarge or restrict the provisions of this Agreement.

5.5 **Notices.** All notices shall be in writing and delivered to the respective addresses of the Parties as follows:

If to the City:

City of Wichita  
City Hall  
13th Floor  
455 N. Main  
Wichita, Kansas 67202  
Attention: City Manager

With a copy to:

City of Wichita  
Department of Urban Development  
City Hall, 13th Floor  
455 N. Main  
Wichita, Kansas 67202  
Attn: Scot Rigby

If to Developer:

Uptown Landing, LLC  
c/o TOB LLC  
2418 S. Hoover Road  
Wichita, Kansas 67215  
Attention: Michael J. Brand

With a copy to:

Triplet Woolf Garretson, LLC  
2959 N. Rock Road, Suite 300  
Wichita, Kansas 67226  
Attention: J.T. Klaus

If to Lender:

INTRUST Bank, N.A.  
P.O. Box One  
Wichita, Kansas 67201  
Attn: Matt Davis

A notice may be hand delivered, sent via U.S. mail, postage prepaid, first class, registered or certified mail, return receipt requested, by facsimile, or by any other means reasonably designed to effect the delivery of such notice. Any notice sent by mail shall be deemed to have been received on the second business day following the date of mailing.

5.6 **Binding Effect.** This Agreement shall bind the Parties hereto and their respective successors and assigns.
5.7 Amendment. This Agreement may be modified and amended only in writing signed by the Parties hereto.

5.8 Severability. In the event any provision of this Agreement shall be held invalid or unenforceable in any legal action by any court or other governmental authority of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereto.

5.9 Applicable Law. This Agreement shall be governed by the laws of the State of Kansas.

5.10 DEVELOPER’S WAIVER OF JURY TRIAL. DEVELOPER HERETO VOLUNTARILY, KNOWINGLY, IRREVOCABLY, AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED ON CONTRACT, TORT, OR OTHERWISE) BETWEEN OR AMONG ANY PARTIES ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, THE LOAN DOCUMENTS, OR THE OBLIGATIONS. THIS PROVISION IS A MATERIAL INDUCEMENT TO LENDER TO MAKE THE OBLIGATIONS.

5.11 Termination. Upon the full payment of the Obligations and the performance by Developer of all obligations under the Loan Documents or other satisfaction of the Obligations accepted by Lender in writing (the “Termination”), this Agreement shall become null and void.

5.12 Memorandum. The Parties agree to execute, deliver and record a memorandum of this Agreement, in proper form for recording, with the Sedgwick County, Kansas, Register of Deeds, in substantially the form of Exhibit “B” attached hereto and incorporated by reference.

5.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[Signature Pages Follow]
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written

THE CITY:

CITY OF WICHITA, KANSAS

By: ________________________________
   Jeff Longwell, Mayor

ATTEST:

By: ________________________________
   Karen Sublett, City Clerk

APPROVED AS TO FORM:

By: ________________________________
   Jennifer Magana, Director of Law
   and City Attorney
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorities as of the date first above written

DEVELOPER:

UPTOWN LANDING, LLC

By: ________________________________
Michael J. Brand, Manager
IN WITNESS WHEREOF, the Parties have duly executed this Agreement pursuant to all requisite authorizations as of the date first above written

LENDER:

INTRUST BANK, N.A.

By: ________________________________
Matthew J. Davis, Commercial
Real Estate Relationship Manager
EXHIBIT “A”

Development Agreement

[Follows]
EXHIBIT “B”

Form of Memorandum

[Follows]
MEMORANDUM OF ASSIGNMENT AND SUBORDINATION OF DEVELOPMENT AGREEMENT

THIS MEMORANDUM OF ASSIGNMENT AND SUBORDINATION OF DEVELOPMENT AGREEMENT (this “Memorandum”) dated as of ____________, 2017, is made by and between The City of Wichita, Kansas, a Kansas municipal corporation (the “City”); Uptown Landing, LLC, a Kansas limited liability company (“Developer”); and INTRUST Bank, N.A., a national banking association (“Lender”), collectively referred to as the “Parties” and each as a “Party”.

1. The City and Developer executed a Memorandum of Development Agreement (the “Prior Memorandum”) dated as of May 9, 2017, and recorded _______, 2017, with the Sedgwick County, Kansas, Register of Deeds as DOC.#/FLM-PG: ______________, covering that real property (the “Property”) legally described on Exhibit “A” and Exhibit “B” attached hereto, with regard to a Development Agreement between the City and Developer dated as of May 9, 2017 (the “Development Agreement”).

2. The parties executed an Assignment and Subordination of Development Agreement (the “Assignment”) dated as of the date hereof, which modified certain rights and obligations of the Parties as set forth in the Development Agreement and the Prior Memorandum, including, without limitation, that the Development Agreement as modified by the Assignment, shall be and are subordinated to the Mortgage and Assignment Rents covering the Property granted by Developer to Lender dated as of the date hereof.

3. The Parties’ rights and obligations set forth in the Prior Memorandum, as well as the rights set forth herein, run with the land and are binding upon any successor in interest to all or any part of the Property.

[Continued on the following pages.]
IN WITNESS WHEREOF, the parties have duly executed this memorandum pursuant to all requisite authorizations as of ________, 2017.

THE CITY OF WICHITA, KANSAS

By: _______________________________
    Jeff Longwell, Mayor

[seal]

ATTEST:

By: _________________________
    Karen Sublett, City Clerk

STATE OF KANSAS   )
COUNTY OF SEDGWICK  )

On this ____ day of ________, 2017, before me, the undersigned, a Notary Public in and for said State, came Jeff Longwell and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, a Kansas municipal corporation, and said Mayor and City Clerk acknowledged the execution of the foregoing instrument on behalf of and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year last above written.

___________________________________
Notary Public
My Commission Expires: _____________

APPROVED AS TO FORM:

_____________________________
Jennifer Magaña, City Attorney &
Director of Law
IN WITNESS WHEREOF, the parties have duly executed tis memorandum pursuant to all requisite authorizations as of __________, 2017.

UPTOWN LANDING, LLC

By: _______________________________
   Michael J. Brand, Manager

STATE OF KANSAS   )
COUNTY OF SEDGWICK  )

On this ____ day of ________, 2017, before me, the undersigned, a Notary Public in and for said State, came Michael J. Brand, as Manager of Uptown Landing, LLC, a Kansas limited liability company, and acknowledged the execution of the foregoing instrument on behalf of and as the free act and deed of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year last above written.

___________________________________
Notary Public
My Commission Expires: _____________
IN WITNESS WHEREOF, the parties have duly executed this memorandum pursuant to all requisite authorizations as of __________, 2017.

INTRUST BANK, N.A.

By: ________________________________
Matthew J. Davis, Commercial
Real Estate Relationship Manager

STATE OF KANSAS  )
COUNTY OF SEDGWICK  )

On this ____ day of ________, 2017, before me, the undersigned, a Notary Public in and for said State, came Matthew J. Davis, as Commercial Real Estate Relationship Manager of Intrust Bank, N.A., a national banking association, and acknowledged the execution of the foregoing instrument on behalf of and as the free act and deed of said Bank.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year last above written.

___________________________________
Notary Public
My Commission Expires: _____________
EXHIBIT “A” and EXHIBIT “B”

[Follow]
TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Monarch Landing 4th Addition (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The landowner, Monarch Landing, LLC has submitted an agreement to respread special assessments within Monarch Landing 4th Addition.

Analysis: The land was originally included in improvement districts for paving improvements, sanitary sewer improvements, and storm water drain improvements. The purpose of the agreement is to respread the special assessments on a fractional basis for each lot. Without the respread agreement, the assessments will be spread on a square-foot basis.

Financial Considerations: There is no cost to the City.

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

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

Attachment: Respread agreement.
AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
Party of the First Part

and

Monarch Landing, LLC,
A Kansas Limited Liability Company,
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer Main, Lateral Sanitary Sewers, Storm Water Sewer, Storm Water Drain, and Paving Improvements within the city limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement districts, and desire that a reassessment be made, and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Lot 1 Block A, (Key No C-65557), Monarch Landing Commercial Addition, Wichita, Sedgwick County, Kansas Addition, now platted as Lots 1 through 14, Block A, Monarch Landing 4th Addition, an Addition to Wichita, Sedgwick County, Kansas, was part of the improvement districts where said improvements have been made for the following City Projects:

   Sanitary Sewer Main Improvements
   Project No 468-84206 (Main 20, FMC)

   Sanitary Sewer Improvements
   Project No 468-84432 (Lat 1, Main 24, FMC)

   Storm Water Sewer Improvements
   Project No 468-84319 (SWS #627)

   Storm Water Drain Improvements
   Project No 468-84434 (SWD #338)
Sanitary Sewer Improvements  
Project No. 468-84433 (Lat. 2, Main 24, FMC)  

Right Turn Lane on 21st St. Paving Improvements  
Project No. 472-84526

2. The Parties agree to reassess the costs for said improvements in the following manner:

Lots 1 through 14, Block A, Monarch Landing 4th Addition, shall each pay 1/14 of the total cost apportioned to the property described above.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives their rights to appeal the special assessments for the above mentioned projects (including the described reassessment) and agrees that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the __________ day of ______________, 2017.

The City of Wichita, Kansas

By ________________________  
Jeff Longwell, Mayor  
Party of the First Part

Attest  

Karen Sublett, City Clerk
STATE OF KANSAS          )
SEDGWICK COUNTY          ) SS.

BE IT REMEMBERED, that on this ______ day of _____________, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

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

________________________________________
Notary Public

My Appointment Expires:

________________________________________

APPROVED AS TO FORM

________________________________________
Jennifer Magaña, City Attorney and Director of Law
Party of the Second Part:

Monarch Landing, LLC
By: Ritchie Development Corporation, Manager

By:

Kevin M. Mullen, President

STATE OF KANSAS )
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 26th day of June, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin M. Mullen, as President of Ritchie Development Corporation, a Kansas Corporation, Manager of Monarch Landing, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)
TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Summit Crossing 2nd Addition (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The landowner, ACCN Enterprises, LLC has submitted an agreement to respread special assessments within Summit Crossing 2nd Addition.

Analysis: The land was originally included in improvement districts for paving improvements, sanitary sewer improvements, storm water drain improvements and water distribution system improvements. The purpose of the agreement is to respread the special assessments on a fractional basis for each lot. Without the respread agreement, the assessments will be spread on a square-foot basis.

Financial Considerations: There is no cost to the City.

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

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

Attachment: Respread agreement.
AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS
Party of the First Part

and

ACCN Enterprises, LLC, a Kansas limited liability company,
Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Sanitary Sewer, Water, Paving, and Storm Water Drain Improvements within the city limits of the City of Wichita, and

WHEREAS, Party of the Second Part is the landowner of all or part of the improvement districts, and desire that a reassessment be made, and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows.

1. Lots 2, 3, 4, and 5, inclusive, Block 1, (Key No. C-64298 through C-64301), and Lots 1 through 5, inclusive, Block-2, (Key No. C-64304 through C-64308), all in Summit Crossing Addition, an Addition to Wichita, Sedgwick County, Kansas Addition, now platted as Lots 1 and 2, Block A, and Lots 1 and 2, Block B, Summit Crossing 2nd Addition, Wichita, Sedgwick County, Kansas, were part of the improvement districts whereon said improvements have been made for the following City Projects:

   Storm Water Drain Improvements
   Project No. 468-84580 (SWD #365)

   Water Improvements
   Project No. 448-90423

   Sanitary Sewer Improvements
   Project No. 468-84579 (Lat. 6, Main 10, F M C)

   Paving Improvements
   Project No. 472-84797
2 The Parties agree to reassess the costs for said improvements in the following manner:

Lot 1, Block A, Summit Crossing 2nd Addition, shall pay 34/100 of the total cost apportioned to the property described above;
Lot 2, Block A, Summit Crossing 2nd Addition, shall pay 11/100 of the total cost apportioned to the property described above;
Lot 1, Block B, Summit Crossing 2nd Addition, shall pay 21/100 of the total cost apportioned to the property described above, and
Lot 2, Block B, Summit Crossing 2nd Addition, shall pay 34/100 of the total cost apportioned to the property described above;

3 The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S A 12-6a12 (b) with respect to the reassessment herein described

4. The Party of the Second Part further waives their rights to appeal the special assessments for the above mentioned projects (including the described reassessment) and agrees that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore

5 The Party of the Second Part further agrees that it will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _________ day of ________________, 2017

The City of Wichita, Kansas

By __________________________
Jeff Longwell, Mayor
Party of the First Part

Attest.

_____________________________________
Karen Sublett, City Clerk

268
STATE OF KANSAS       )
SEDGwick COUNTY       )       SS

BE IT REMEMBERED, that on this _____ day of ___________, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Jeff Longwell, as Mayor of The City of Wichita, Kansas, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

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

________________________________________
Notary Public

My Appointment Expires:

________________________________________

APPROVED AS TO FORM

________________________________________
Jennifer Magaña, City Attorney and Director of Law
Party of the Second Part:

ACCN Enterprises, LLC

By: D. Craig Nelson, Manager

STATE OF KANSAS )
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 29th day of June, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came D. Craig Nelson, Manager of ACCN Enterprises, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)
TO: Mayor and City Council

SUBJECT: Funding for Paving Improvements to 1st and 2nd Streets, from St. Francis Street to Washington Street (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget and adopt the amending resolution.

Background: On April 19, 2016, the City Council approved an agreement with TranSystems to develop design concepts for improvements to 1st and 2nd Streets, from St. Francis Street to Washington Street. On February 7, 2017, the City Council approved the design concept and a supplemental agreement to complete the design of the project. On July 11, 2017, the City Council approved the construction budget for 1st Street. The construction portion of this project will be split out into two phases with 1st Street improvements as the first phase, and 2nd Street improvements to follow. The 1st Street project bid on July 28, 2017. The current budget will not cover all of the paving and aesthetic bid items necessary for the 1st Street improvements.

Analysis: Currently, each street is a two-lane, one-way road with on-street bike lane, which will remain the same with the improvements. The 1st Street improvements are a reconfiguration that will primarily impact the sidewalk, improve pedestrian movements, and more readily identify parking areas. The 2nd Street construction will include full-depth pavement removal and replacement.

The 1st Street construction and painting of the murals for the railroad bridges is anticipated to begin in the fall of 2017. Construction of 1st Street is scheduled for completion prior to March of 2018 and the murals are anticipated for completion at the same time, if temperature requirements are met for painting. Construction of 2nd Street will begin in spring of 2018 and be completed by fall of 2018.

Financial Considerations: The existing budget of $1,650,000 in General Obligation (GO) bond funding was approved as follows: $85,000 on April 19, 2016 (from the 2015-2024 Capital Improvement Program (CIP); $265,000 on February 7, 2017 (from the 2016-2025 CIP); and $435,000 in 2017 and $865,000 in 2018 on July 11, 2017 (from the 2016-2025 CIP).

The Adopted 2017-2026 CIP has a remaining balance of $2,135,000 in General Obligation Bond funding available in 2018. Staff recommends initiating $350,000 of the available funding to cover the paving and aesthetic elements on 1st Street, for a total approved budget of $2,000,000. The waterline improvements for this project are funded by the Arterial Water Projects budget, which was approved by the City Council on December 13, 2016. Staff will return to the City Council at a later date to initiate construction funding for the 2nd Street improvements with the next phase of the project.

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

Recommendations/Actions: It is recommended that the City Council approve the revised budget, adopt the amending resolution and authorize the necessary signatures.

Attachments: Amending resolution and budget sheet.
## Project Request

**DEPARTMENT:** 13 Public Works & Utilities  
**DIVISION:** Engineering

**FUND:** 400 Street Improvements  
**SUBFUND:** 490 Paving N.I.

**COUNCIL DISTRICT:** 06 Council District 6  
**DATE COUNCIL APPROVED:** 9-5-2017  
**REQUEST DATE:**  
**PROJECT #:** 211556  
**PROJECT TITLE:** 1st and 2nd Streets, St. Francis to Washington  
**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** 1st and 2nd Streets, St. Francis to Washington

**OCA #:** 707101  
**OCA TITLE:** 1st and 2nd Streets, St. Francis to Washington

**PERSON COMPLETING FORM:** Janis Edwards  
**PHONE #:** 268-4548

**PROJECT MANAGER:** Shawn Mellies  
**PHONE #:** 268-4632

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### Revenue Object Level 3

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<th>New Budget</th>
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### Expense Object Level 3

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<td>$350,000.00</td>
<td>$2,000,000.00</td>
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</table>

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**Total Expense:** $1,650,000.00 $350,000.00 $2,000,000.00

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**SIGNATURES REQUIRED**

**DIVISION HEAD:**  
**DATE:** 08/14/17

**DEPARTMENT HEAD:**  
**DATE:** 08/22/17

**BUDGET OFFICER:**  
**DATE:** 11/14/2017

**CITY MANAGER:**  
**DATE:**
RESOLUTION NO. ______

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 17-225 of the City (the "Prior Resolution"), authorized the following described public improvements:

Design, staff oversight, right-of-way acquisition, relocation of utilities, construction
2nd Street, from Washington to St. Francis (472-85284) and 1st Street, from
Washington to Mead (472-85285), as necessary for a major traffic facility.

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

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

Design, staff oversight, right-of-way acquisition, relocation of utilities, construction
to 2nd Street between St. Francis and Washington (472-85284) and 1st Street between
St. Francis and Washington (472-85285), as necessary for a major traffic facility.

(together with the improvements authorized by the prior Resolution, the "Amended Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Amendment. Section 1 of the Prior Resolution is hereby amended to read as follows:

Section 1. Amendment. Section 1 of the Resolution No. 17-029 is hereby amended to read as follows:

Section 1, Amendment. Section 1 of Resolution No. 16-081 is hereby amended to read as follows:

Section 1. Amended Project Authorization. It is hereby authorized, ordered and directed that the Amended Project be acquired and/or constructed at an estimated cost of $2,000,000 in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specification to be placed on file in the office of the City Engineer.
Section 2. Project Financing. All or a portion of the costs of the Amended Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before April 19, 2016, to the extent of Bonds authorized under the original version of Resolution No. 16-081 and the Bonds may be issued to reimburse additional expenditures made on or after the date which is 60 days before February 7, 2017, to the extent of Bonds authorized under the original version of Resolution No. 17-029, and the Bonds may be issued to reimburse additional expenditures made on or after the date which is 60 days before July 11, 2017, to the extent of Bonds authorized under the original version of Resolution No. 17-225, 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 2. Repealer; Ratification. Section 1 of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

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

(SEAL) ________________________________

Jeff Longwell, Mayor

ATTEST:

______________________________

Karen Sublett, City Clerk

APPROVED AS TO FORM:

______________________________

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 17-305

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 17-225 of the City (the “Prior Resolution”), authorized the following described public improvements:

Design, staff oversight, right-of-way acquisition, relocation of utilities, construction
2nd Street, from Washington to St. Francis (472-85284) and 1st Street, from Washington to Mead (472-85285), as necessary for a major traffic facility.

(the “Project”) and provided for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act; and

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

Design, staff oversight, right-of-way acquisition, relocation of utilities, construction
to 2nd Street between St. Francis and Washington (472-85284) and 1st Street between St. Francis and Washington (472-85285), as necessary for a major traffic facility.

(together with the improvements authorized by the prior Resolution, the “Amended Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Amendment. Section 1 of the Prior Resolution is hereby amended to read as follows:

Section 1. Amendment. Section 1 of the Resolution No. 17-029 is hereby amended to read as follows:

Section, Amendment. Section 1 of Resolution No. 16-081 is hereby amended to read as follows:

Section 1. Amended Project Authorization. It is hereby authorized, ordered and directed that the Amended Project be acquired and/or constructed at an estimated cost of $2,000,000 in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specification to be placed on file in the office of the City Engineer.
Section 2. Project Financing. All or a portion of the costs of the Amended Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before April 19, 2016, to the extent of Bonds authorized under the original version of Resolution No. 16-081 and the Bonds may be issued to reimburse additional expenditures made on or after the date which is 60 days before February 7, 2017, to the extent of Bonds authorized under the original version of Resolution No. 17-029, and the Bonds may be issued to reimburse additional expenditures made on or after the date which is 60 days before July 11, 2017, to the extent of Bonds authorized under the original version of Resolution No. 17-225, 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 2. Repealer; Ratification. Section 1 of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed

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

ADOPTED by the City Council of the City of Wichita, Kansas, on September 5, 2017.

(SEAL)                Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
TO: Mayor and City Council

SUBJECT: HOME Program Housing Development Loan Program 2016 Funding Allocation, Wichita Habitat for Humanity (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the HOME Investment Partnerships Program funding allocation and authorize the necessary signatures.

Background: On May 3, 2016, the City Council approved final allocations from the 2016-2017 Annual Action Plan, which included $250,000 in HOME Investment Partnerships Program (HOME) funding for the Housing Development Loan Program (HDLP). The HDLP is designed to provide subsidies for infill housing projects, to support the development of real estate that is idle or underutilized, and to provide needed housing for underserved populations. Funding is available for non-profit or for-profit organizations. The loan structure is dependent upon the type of project to be financed. The funding must be utilized within the boundaries of the City’s Redevelopment Incentives Area, Neighborhood Revitalization Area or Local Investment Areas. Requests for funding are received on an open application basis.

Analysis: HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant homebuyers in the City’s targeted areas. The lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition and construction from the sales price. HOME funds are made available for the construction of single-family homes in the form of a development subsidy loan to offset acquisition, development and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is $95,550.

All homes constructed with HOME funding provided through the HDLP must be sold to approved owner-occupant homebuyers who commit to live in the dwelling for the duration of the affordability period.

Wichita Habitat for Humanity, Inc. has requested a total of $60,000 in HOME funding for construction of two single-family homes at 1106 N. Green and 1233 N. Estelle. The total development cost is estimated to be $245,728. The HOME funding allocation of $60,000 for the project will be provided in the form of a zero-interest, forgivable participation construction loan. Staff recommends funding the requested amount.

The HOME program requires an environmental review prior to starting a HOME-funded project. Environmental review conditions for houses to be constructed at the proposed locations require installation of radon systems and construction to the Energy Star standard, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.
The proposed project is consistent with the City’s Comprehensive Housing Policy, specifically, the components related to affordability, availability, and neighborhood stability. The project to be undertaken will also be in accordance with the departmental goal to increase the supply of housing in order to maintain affordability for residents earning 80 percent or less of the area median income, which is currently $66,400.

**Financial Considerations:** There is no impact to the General Fund.

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

**Recommendations/Actions:** It is recommended that the City Council approve the HOME Investment Partnerships Program funding allocation and authorize the necessary signatures.

**Attachment:** Funding Agreement.
FUNDING AGREEMENT
Between

THE CITY OF WICHITA
HOUSING AND COMMUNITY SERVICES DEPARTMENT
A
PARTICIPATING JURISDICTION
And

Wichita Habitat for Humanity, Inc.
A Non-Profit Housing Developer

HOME Investment Partnerships
Program

2016
Housing Development Loan Program Funding
AGREEMENT

This contract, dated September 5, 2017, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as “the City”) and Wichita Habitat for Humanity, Inc., (hereinafter referred to individually as the “Developer”).

Witnesseth that:

Whereas, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

Whereas, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

Whereas, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

Whereas, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

Whereas, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

Now, therefore, the contracting parties do mutually agree as follows:

Section 1. Scope of Services. The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than $10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.
SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by June 30, 2018, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) retain such records for a period of five years following the date final payment is received under this contract.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may
occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City’s prior approval.

SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer’s office.

SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.
B. **Assurance of Compliance.**

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR part 135.

6. Noncompliance with HUD’s regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25
U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS. Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of $2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract will comply with the Davis-Bacon Act (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, as Amended (29 U.S.C. 201, et seq.). The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards. No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.
SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is $2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer’s compliance with The Rehabilitation Act. Such notices shall state the Developer’s obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.
SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed $60,000 as referenced in Exhibit B. Contract payments above $60,000 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than $10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of $100,000, the Developer agrees to comply with all applicable standards, orders, or
regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project’s environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.

B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project’s environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City’s determination to proceed with, modify, or cancel the project based on the results of the environmental review.

C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City’s environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.

D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.

E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City’s opinion is needed to fulfill its obligations under HUD environmental requirements.

F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental
conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

SECTION 17. ARCHITECTURAL BARRIERS. Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant’s disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant’s needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

SECTION 18. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES. During the administration of this contract, the Developer shall comply with the applicable requirements of 2 CFR 200, specifically, Standards for Financial Management systems, as follows:

(a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.

(b) Developer’s financial management systems shall provide for the following:
(1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in 2 CFR Sections 200.327 and 200.328. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, “Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs.”

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City’s interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, “Surety Companies Doing Business with the United States.”
SECTION 20. RENEGOTIATION.  This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION.  Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992.  Compliance will include all activities required by these regulations.  The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required.  A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract.  The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35.  The project will comply with section 92.355 of the HOME rule.  The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251.  The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE.  The City may terminate this contract at any time by a notice in writing from the City to the Developer.  If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made:  Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract.  If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME.  All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B.  Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS.  In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification.  This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.
SECTION 25. OTHER FEDERAL REGULATIONS. Activities funded with HOME 
funds must comply with all of the following federal laws, executive orders and regulations 
pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As 
Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits 
discrimination in the sale, rental and financing of dwellings and in other housing-related 
transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law 
prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted 
programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing 
regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all 
programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and 
implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination 
against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, 
leasing or other disposition of residential property, or in the use or occupancy of housing assisted 
with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination 
against persons with disabilities in all programs, activities, and services of a public entity. (42 

SECTION 26. AFFORDABILITY- HOMEOWNERSHIP. Housing assisted with 
HOME funds must meet the affordability requirements specified at 92.254 of the HOME 
Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not 
meet the affordability requirements for the specified time period. Upon completion of 
construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-
occupant homebuyer receiving a down payment and closing costs assistance loan through the 
City’s HOMEownership 80 Program. The City will hold the long-term deed restriction placed on 
the property following the sale of the home as described within this paragraph.

SECTION 27. AFFORDABILITY-RENTAL. Rental housing assisted with HOME 
funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 
C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the 
housing does not meet the affordability requirements for the specified time period (20 years).

SECTION 28. DISBURSEMENT OF HOME FUNDS. The Developer may not request 
disbursement of HOME funds under this agreement until the funds are needed for payment of 
eligible costs. Unless otherwise approved by the Housing and Community Services Department,
payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet be certified to be compliant with the current version of Energy Star. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization’s Board of Directors may not be selected based on religious practice. Religious references in the organization’s mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant’s participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Exhibit A: Revised Non-Discrimination & Equal Employment Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget
Wichita Habitat for Humanity, Inc.

Signature

________________________
Wichita Habitat for Humanity, Inc. Officer

________________________
Date

CITY OF WICHITA, KANSAS
at the Direction of the City Council

________________________
Jeff Longwell, Mayor

________________________
Date

ATTEST:

________________________
Karen Sublett, City Clerk

________________________
Date

Approved as to Form:

Jennifer Magana
City Attorney and Director of Law

08/09/17
Date
REVISED NON-DISCRIMINATION AND
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination—Equal Employment Opportunity/Affirmative Action Program Requirements:

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.
PERFORMANCE CRITERIA
AND
CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Wichita Habitat for Humanity, Inc., hereinafter referred to as the "City" and "Developer" (or Wichita Habitat) respectively, that execution of this contract obligates the Developer to the following performance requirements.

In return for the $60,000 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

Approximately 1106 N. Green, PIN 139179, Lots 5-7, Block 4, Esterbrook Park Addition to Wichita, Sedgwick County, Kansas

1233 N Estelle, PIN 138823, Lots 69-71 Mabel, now Estelle Ave., Fairmount Park Addition to Wichita, Sedgwick County, Kansas

A single-family home is to be constructed on each site described. The single-family home(s) must be sold to (an) income-eligible owner-occupant buyer(s). If any of the single-family homes are not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home(s) must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit “B”.

**Homebuyer Assistance Funding Commitment:** Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The City hereby commits funding for said down payment and closing costs assistance loans for buyers of the homes to be constructed under this agreement, in the maximum amount of $21,110 per housing unit, or a total of $42,220, in addition to applicable and eligible homebuyer training costs and in addition to the development subsidy funding provided under this agreement.

The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

4-Bedroom, 2-Bathroom Unit with Single-Car Garage: $85,700
3-Bedroom, 1-Bathroom Unit with Single-Car Garage: $76,000

2-Bedroom, 1-Bathroom Unit with Single-Car Garage: $70,000

(Prices may be increased, subject to approval by the City of Wichita’s Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

24 CFR 92.250, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

24 CFR 92.251, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of Energy Star. Housing must be inspected upon completion and throughout construction to verify compliance.

24 CFR 92.254(a)(2)(iii), Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household’s eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content
A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes, purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.

C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.

E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

III. Administration

The Wichita Habitat Executive Director/Chief Executive Officer will supervise operations and administration on a day-to-day basis.

A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be $60,000 in the form of a
forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

B. **Budget**: The City shall pay the Developer as hereinafter set out; the maximum of $60,000 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\[
\text{TOTAL} \quad \$60,000.00
\]

C. **Method of Payment**: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and Wichita Habitat also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than $10,000, other than those within the scope of this agreement must be approved by the City Council.

2. Wichita Habitat will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer’s files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.

3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented
draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within six months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the “Developer” shall become the “Owner”, and the following additional requirements of this Section IV shall apply:

A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.

2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

24 CFR 92.252, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

24 CFR 92.253, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

24 CFR 92.504, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

B. Initial rents for HOME-assisted units are as follows, per current HUD guidelines:

- 2 Bedroom: $742 - $200 (Utility Allowance) = $547.00
- 3 Bedroom: $856 - $235 (Utility Allowance) = $628.00
- 4 Bedroom: $956 - $285 (Utility Allowance) = $678.00
These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall be approved and issued for use by the Developer, by the City of Wichita’s Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita’s Housing and Community Services Department staff.

D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.

E. The Owner shall maintain project/tenant records for a period of no less than five years.

F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.

G. Owner agrees to execute a document placing deed restrictions and covenants
against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years, beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.


Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
3. Send notices of housing availability (using form approved by the City) to agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.

5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.

6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.

8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2018, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.

B. The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2018, an annual report of the HOME funded portion of the program. It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer’s fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority-and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded
and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita July 10 of each applicable year.

C. Additionally, a narrative or other description of progress may be provided.

D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.

B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.

C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.

D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.

E. Provide evidence that ownership interest in the property vests in Wichita Habitat for Humanity, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)

F. The Developer will obtain any and all permits required by the City prior to undertaking construction.

G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

28
H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.

I. The Developer shall obtain Builder’s Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.

J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with the City of Wichita Office of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the City of Wichita Office of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.

K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.

L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for projects containing five or
more HOME-assisted units. The Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer’s Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.

2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.

3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.

4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.

5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.

B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.
D. **Warranty:** The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.

E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.

F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.

G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer’s records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.
BUDGET

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

$ 60,000.00

TOTAL $ 60,000.00
DEVELOPMENT BUDGET

Per Unit Cost (Prepare for One Unit)

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Site Acquisition Cost</td>
<td>4,000.00</td>
</tr>
<tr>
<td>(B) Plus: Construction (Hard) Costs Including Demolition</td>
<td>103,025.00</td>
</tr>
<tr>
<td>(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)</td>
<td>2,170.00</td>
</tr>
<tr>
<td>(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)</td>
<td>0.00</td>
</tr>
<tr>
<td>(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)</td>
<td>2,500.00</td>
</tr>
<tr>
<td>(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost</td>
<td>111,695.00</td>
</tr>
<tr>
<td>(G) Plus: Developer Fee (10 % of (F))</td>
<td>11,169.00</td>
</tr>
<tr>
<td>(H) Total Per-Unit Cost (F + G)</td>
<td>122,864.00</td>
</tr>
<tr>
<td>(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission</td>
<td>78,000.00</td>
</tr>
<tr>
<td>(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)</td>
<td>14,864.00</td>
</tr>
<tr>
<td>(K) Project Subsidy (Gap Financing) Required, per unit (H – I – J)</td>
<td>30,000.00</td>
</tr>
</tbody>
</table>

Sources

<table>
<thead>
<tr>
<th>Sources</th>
<th>Amount</th>
<th>Uses</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Financing</td>
<td>152,000.00</td>
<td>Acquisition Costs</td>
<td>8,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Project “Soft” Costs</td>
<td>4,340.00</td>
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<tr>
<td>HOME Financing (Gap)</td>
<td>60,000.00</td>
<td>Construction Costs</td>
<td>206,050.00</td>
</tr>
<tr>
<td>Repayment of Subsidy Loans</td>
<td>33,728.00</td>
<td>Site Improvements</td>
<td>5,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Developer Fee</td>
<td>22,338.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>245,728.00</td>
<td>TOTAL</td>
<td>245,728.00</td>
</tr>
</tbody>
</table>
TO: Mayor and City Council

SUBJECT: Nuisance Abatement Assessments, Cutting Weeds (Districts I, III, IV and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City’s General Fund. Owners of abated property are billed for the contractual costs of the abatement. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

Recommendation/Action: It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.
<table>
<thead>
<tr>
<th>PIN #</th>
<th>Geo Code #</th>
<th>Address / Location</th>
<th>Amount</th>
<th>District #</th>
</tr>
</thead>
<tbody>
<tr>
<td>00102824</td>
<td>A 03284</td>
<td>V/L N of 2629 N Wellington Pl</td>
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<td>00102825</td>
<td>A 03285</td>
<td>2nd V/L N of 2629 N Wellington Pl</td>
<td>$143.00</td>
<td>6</td>
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<tr>
<td>00103687</td>
<td>A 04148</td>
<td>952 N Perry Ave</td>
<td>$143.00</td>
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<td>00104951</td>
<td>A 049970001</td>
<td>1944 N Salina Ave</td>
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<tr>
<td>00121563</td>
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<td>V/L E of 1405 E 9th St N</td>
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<td>00122389</td>
<td>B 03536</td>
<td>1322 N Wabash Ave</td>
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<td>00122411</td>
<td>B 03550</td>
<td>1325 N Wabash Ave</td>
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<td>00122641</td>
<td>B 03727</td>
<td>1502 E 15th St N</td>
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<td>00124906</td>
<td>B 05714</td>
<td>V/L SE of S Santa Fe Ave &amp; E Harry St</td>
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<tr>
<td>00125175</td>
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<td>V/L S of 1744 S Broadway Ave</td>
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<tr>
<td>00127185</td>
<td>B 07569</td>
<td>1041 S Ida Ave</td>
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<tr>
<td>00130482</td>
<td>B 10243</td>
<td>1703 N Pennsylvania Ave</td>
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<tr>
<td>00131712</td>
<td>B 11421</td>
<td>1406 E Fortuna St</td>
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<tr>
<td>00131831</td>
<td>B 115170001</td>
<td>V/L E of 1420 E Alturas Ave</td>
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<tr>
<td>00135042</td>
<td>C 00278</td>
<td>2218 E 2nd St N</td>
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<td>00136069</td>
<td>C 009430001</td>
<td>1303 N Ash Ave</td>
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<tr>
<td>00136629</td>
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<td>1636 N Kansas Ave</td>
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<tr>
<td>00137072</td>
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<td>1842 N Minneapolis Ave</td>
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<tr>
<td>00139560</td>
<td>C 03475</td>
<td>1436 N Grove Ave</td>
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<tr>
<td>00139721</td>
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<td>1633 N Green St</td>
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<td>00159174</td>
<td>C 13501</td>
<td>3001 E Carmen Dr.</td>
<td>$143.00</td>
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<tr>
<td>00159743</td>
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<td>2527 E Murdock Ave</td>
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<tr>
<td>00165818</td>
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<td>1681 N Kenmar Dr.</td>
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<tr>
<td>00178821</td>
<td>C 33971</td>
<td>4416 E 27th St N</td>
<td>$143.00</td>
<td>1</td>
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<tr>
<td>00201842</td>
<td>D 02719</td>
<td>1337 S Vine St</td>
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<td>00202649</td>
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<td>1022 S Everett Ave</td>
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<tr>
<td>00203061</td>
<td>D 035320046</td>
<td>355 S All Hallows Ave</td>
<td>$143.00</td>
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<tr>
<td>00205030</td>
<td>D 05040</td>
<td>2625 W Newell St</td>
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<tr>
<td>00214482</td>
<td>D 13283</td>
<td>2409 W Southgate St</td>
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<td>00219043</td>
<td>D 17820</td>
<td>801 N Doris St</td>
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<tr>
<td>00534550</td>
<td>B 15033</td>
<td>1603 E Mona St</td>
<td>$143.00</td>
<td>3</td>
</tr>
</tbody>
</table>

**Total** |  | **$4,433.00** |   |            |
ORDINANCE NO. 50-588

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2018:

<table>
<thead>
<tr>
<th>Legal of Parcel in Benefit District</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT 1 EXC CANAL WATER ST. GARDNERS ADD</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 3-5 EXC CANAL WATER ST. GARDNERS ADD</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 90-92 PERRY AVE. RIVERSIDE ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>N1/2 W1/2 LOT 17 BURNS AVE. FORD'S 2ND. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOT 19 &amp; E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 30-32 WABASH AVE. BURLEIGH'S 3RD. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 21-23 WABASH AVE. BURLEIGH'S 3RD. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 42-44 &amp; VAC 5 FT ADJ ON S &amp; 1/2 VAC ALLEY ADJ ON N 15TH ST IN VAC. SPRING GROVE 2ND. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 10-12 BLOCK 3 ALLEN &amp; SMITH'S ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 28-30 BLOCK 3 WILSON'S ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 52-54 IDA AVE. KELSCH 3RD. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOT 5 FOX-HUEY ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>W 44 FT LOT 12 &amp; E 15 FT LOT 13 BLOCK 10 RAINBOW FIRST ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>BLOCK 16 EXC S 200 FT W 144 FT &amp; EXC E 459.5 FT &amp; EXC N 120 FT THEREOF RAINBOW FIRST ADDITION</td>
<td>143.00</td>
</tr>
<tr>
<td>LOT 12 EXC E 63 FT ROLL'S ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOT 42 EXC N 15 FT - ALL LOTS 44-46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 64-66 BLOCK 6 KANSAS ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 158-160 BLOCK 14 PENNSYLVANIA ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 1-3-5 GROVE ST. MARSH'S REPLAT</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 25-27 GREEN AVE. FAIRMOUNT ORCHARDS ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOT 1 EXC W 15 FT BLOCK 14 SHADYBROOK ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOT 30 PARKMORE 2ND. ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>ELY 1 1/2 FT LOT 26 - ALL LOT 27 BLOCK 3 KEN-MAR ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOT 46 BLOCK 8 GREENBRIAR MANOR ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 29-31 BLOCK D WHEELER'S ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 6-8-10 EVERETT AVE. GARFIELD ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 43-45 BLOCK 3 COLLEGE GREEN ADD.</td>
<td>143.00</td>
</tr>
<tr>
<td>LOTS 2-4-6 &amp; N 5 FT LOT 8 EXC W 71.35 FT BLOCK 13 J O DAVIDSON'S 2ND ADD</td>
<td>143.00</td>
</tr>
</tbody>
</table>
SECTION 2. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this 12th day of September, 2017.

__________________________________________
Jeff Longwell, Mayor

ATTEST:

__________________________________________
Karen Sublett, City Clerk
(SEAL)

Approved as to form:

__________________________________________
Jennifer Magana, City Attorney and Director of Law
TO: Mayor and City Council

SUBJECT: Nuisance Abatement Assessments, Lot Clean-Up (Districts I and IV)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City’s General Fund. Owners of abated property are billed for the contractual costs of the abatement plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

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

Attachments: Property List for Special Assessments and Ordinance.
<table>
<thead>
<tr>
<th>PIN #</th>
<th>Geo Code #</th>
<th>Address / Location</th>
<th>Amount</th>
<th>District #</th>
</tr>
</thead>
<tbody>
<tr>
<td>00171968</td>
<td>C 26543</td>
<td>2319 N Lorraine Ave</td>
<td>$460.00</td>
<td>1</td>
</tr>
<tr>
<td>00202713</td>
<td>D 03328</td>
<td>2107 W Irving St</td>
<td>$1,254.66</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Total</td>
<td>$1,714.66</td>
<td></td>
</tr>
</tbody>
</table>
ORDINANCE NO. 50-589

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

<table>
<thead>
<tr>
<th>Legal of Parcel in Benefit District</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>S 20 FT LOT 7 &amp; N 30 FT LOT 8 Block B Replat of Pt of Hillside Gardens Add.</td>
<td>460.00</td>
</tr>
<tr>
<td>LOTS 91-93 Lincoln Now Irving Ave. Garfield 2nd. Add.</td>
<td>1,254.66</td>
</tr>
</tbody>
</table>

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 12th day of September, 2017.

__________________________________________
Jeff Longwell, Mayor

ATTEST:

__________________________________________
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

__________________________________________
Jennifer Magana, City Attorney and Director of Law
TO: Mayor and City Council

SUBJECT: Nuisance Abatement Assessments, Lot Clean-Up (Districts I, III, IV, V and VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City’s General Fund. Owners of abated property are billed for the contractual costs of the abatement plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

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

Attachments: Property List for Special Assessments and Ordinance.
<table>
<thead>
<tr>
<th>PIN #</th>
<th>Geo Code #</th>
<th>Address / Location</th>
<th>Amount</th>
<th>District #</th>
</tr>
</thead>
<tbody>
<tr>
<td>00100594</td>
<td>A 01325</td>
<td>1250 N Lewellen Ave</td>
<td>$1,027.23</td>
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<td>00100762</td>
<td>A 01472</td>
<td>1319 N Wellington Pl</td>
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<td>00102548</td>
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<td>2418 N Rosenthal Ave</td>
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<td>00105113</td>
<td>A 05051002</td>
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<td>00106938</td>
<td>A 06637</td>
<td>1450 S Main St</td>
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</tr>
<tr>
<td>00109214</td>
<td>A 08538</td>
<td>311 W Lincoln St</td>
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<td>00109971</td>
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<td>1514 W Montana St</td>
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<tr>
<td>00113328</td>
<td>A 13337</td>
<td>3015 N Mascot Ave</td>
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<td>00113609</td>
<td>A 13588</td>
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<td>B 02853000</td>
<td>V/L SE corner of Murdock &amp; Minneapolis</td>
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<tr>
<td>00121552</td>
<td>B 02853001</td>
<td>2nd V/L SE corner Murdock &amp; Minneapolis</td>
<td>$564.30</td>
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<td>00121784</td>
<td>B 03068</td>
<td>943 N Indiana Ave</td>
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<td>00122039</td>
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<td>00181720</td>
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<td>D 05315 1300 S Handley St</td>
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<td>00205575</td>
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<td>00210819</td>
<td>D 09637 3810 W 9th St N</td>
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<td>00219364</td>
<td>D 18113 629 N Hoover Ave</td>
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<tr>
<td>00223293</td>
<td>D 22360 7801 W Cottontail Ln</td>
<td>$749.51</td>
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<td>00241391</td>
<td>D 39054000A Parcel N of 8700 W University Ave</td>
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<td>00483484</td>
<td>C 55056 2117 N Ash St</td>
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<tr>
<td>00557873</td>
<td>B 055670002 734 E Mount Vernon Rd</td>
<td>$505.00</td>
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</table>

Total $65,362.45
Published in the Wichita Eagle on **September 15, 2017**

**ORDINANCE NO. 50-590**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES **(LOT CLEAN UP)** UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

<table>
<thead>
<tr>
<th>Legal of Parcel in Benefit District</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOTS 1135-1137 LEWELLEN AVE. LEWELLEN'S 3RD. ADD.</td>
<td>1027.23</td>
</tr>
<tr>
<td>LOTS 1216-1218 WATER ST. BUSH'S ADD.</td>
<td>757.17</td>
</tr>
<tr>
<td>LOTS 303-305 ROSENTHAL AVE. ROSENTHAL'S SUB.</td>
<td>535.60</td>
</tr>
<tr>
<td>LOTS 57-59 PAYNE AVE. PAYNE'S SUB.</td>
<td>590.21</td>
</tr>
<tr>
<td>LOTS 40-42 MAIN ST. BOSTON AVE. ADD.</td>
<td>614.11</td>
</tr>
<tr>
<td>LOT 3 EXC ST OGDEN'S ADD.</td>
<td>458.60</td>
</tr>
<tr>
<td>E 55 FT LOT 7 BLOCK 3 RIVERSIDE RANCH ADD.</td>
<td>589.69</td>
</tr>
<tr>
<td>LOTS 13-15-17 &amp; 1/2 VAC ALLEY ON W BLOCK 6 COLES, EC &amp; LR ADD TO CAREY PARK</td>
<td>750.00</td>
</tr>
<tr>
<td>LOT 54 EXC E 100 FT TIMMERMEYER GARDENS ADD.</td>
<td>1567.71</td>
</tr>
<tr>
<td>LOT 159 &amp; S1/2 LOT 161 EAGLE ADD.</td>
<td>1181.05</td>
</tr>
<tr>
<td>LOT 47 INDIANA AVE. MATHEWSON'S 3RD. ADD.</td>
<td>691.56</td>
</tr>
<tr>
<td>LOTS 98-100 MURDOCK AVE. OAKLAND ADD.</td>
<td>535.60</td>
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<tr>
<td>LOTS 102-104-106 EXC S 8 FT TO CITY &amp; EXC E 8 FT LOT 106 TO CITY &amp; EXC N 92 FT LOT 106 MURDOCK AVE OAKLAND ADD.</td>
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<tr>
<td>LOTS 9-11 MOORE'S 2ND. ADD.</td>
<td>616.55</td>
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<tr>
<td>LOTS 189-191 GRANVILLE PARK ADD.</td>
<td>790.13</td>
</tr>
<tr>
<td>S 10 FT LOT 60 &amp; ALL LOT 62 &amp; N 5 FT LOT 64 INDIANA AVE. BURLEIGH'S 3RD. ADD.</td>
<td>1297.90</td>
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<tr>
<td>LOTS 81-83 WABASH AVE. BURLEIGH'S 3RD. ADD.</td>
<td>663.00</td>
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<tr>
<td>E 55 FT LOTS 70-72 BLOCK 12 ORME &amp; PHILLIP'S ADD.</td>
<td>530.60</td>
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<tr>
<td>LOTS 14-16 BLOCK 3 ALLEN &amp; SMITH'S ADD.</td>
<td>734.76</td>
</tr>
<tr>
<td>LOTS 37-39 &amp; S 1.5 FT LOT 35 BLOCK 11 ALLEN &amp; SMITH'S ADD.</td>
<td>788.80</td>
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<tr>
<td>LOTS 1-3 SOUTH TOPEKA AVE. ADD.</td>
<td>2611.27</td>
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<tr>
<td>LOTS 33-35-37-39 LULU AVE. HYDE'S ADD.</td>
<td>455.00</td>
</tr>
<tr>
<td>LOTS 223-225 BURR'S 2ND. ADD.</td>
<td>391.60</td>
</tr>
<tr>
<td>N 8 FT LOT 15-ALL LOTS 17-19 PATTIE AVE. WOLLMAN'S ADD.</td>
<td>488.80</td>
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<tr>
<td>LOTS 17-19 ELLIS AVE. LINCOLN ST. ADD.</td>
<td>1093.00</td>
</tr>
<tr>
<td>LOTS 61-63 PATTIE AVE MC CORMICK'S ADD.</td>
<td>971.30</td>
</tr>
<tr>
<td>LOT 6 EXC SWLY 154.63 FT FOR HY CAUTHORN ADD.</td>
<td>1534.63</td>
</tr>
</tbody>
</table>
SECTION 2. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

<table>
<thead>
<tr>
<th>Legal of Parcel in Benefit District</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOT 30 PARKMORE 2ND. ADD.</td>
<td>1042.27</td>
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<tr>
<td>LOT 14 BLOCK 2 PURCELL'S 2ND. ADD.</td>
<td>555.00</td>
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<tr>
<td>LOT 15 BLOCK 2 PURCELL'S 2ND. ADD.</td>
<td>575.54</td>
</tr>
<tr>
<td>LOT 17 BLOCK 2 PURCELL'S 2ND. ADD.</td>
<td>801.94</td>
</tr>
<tr>
<td>LOT 5 &amp; W 35 FT LOT 6 BARTLETT PLAZA ADD.</td>
<td>850.80</td>
</tr>
<tr>
<td>LOT 15 BLOCK K AUDREY MATLOCK HEIGHTS 1ST. ADD.</td>
<td>575.60</td>
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<tr>
<td>LOT 19 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.</td>
<td>1008.42</td>
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<tr>
<td>LOT 21 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.</td>
<td>952.89</td>
</tr>
<tr>
<td>LOT 45 EXC BEG SELY COR NELY 38.37 FT NWLY 80 FT TO PT ON NWLY LI SWLY 38.45 FT TO SWLY COR SELY 80 FT TO BEG BLOCK E HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR &amp; HILLTOP MANOR 2ND</td>
<td>595.00</td>
</tr>
<tr>
<td>THAT PART LOT 45 BEG SELY COR NELY 38.37 FT NWLY 80 FT TO PT ON NWLY LI SWLY 38.45 FT TO SWLY COR SELY 80 FT TO BEG BLOCK E HILLTOP MANOR SUB A REPLAT OF PT HILLTOP MANOR &amp; HILLTOP MANOR 2ND</td>
<td>646.00</td>
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<tr>
<td>LOT 22 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR &amp; HILLTOP MANOR 2ND.</td>
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<tr>
<td>LOT 26 BLOCK G HILLTOP MANOR SUB. A REPLAT OF PART HILLTOP MANOR &amp; HILLTOP MANOR 2ND.</td>
<td>1579.74</td>
</tr>
<tr>
<td>LOT 34 BLOCK G HILLTOP MANOR SUB A REPLAT OF PART HILLTOP MANOR &amp; HILLTOP MANOR 2ND.</td>
<td>969.68</td>
</tr>
<tr>
<td>LOT 1 BLOCK 1 HAMPTON ADD.</td>
<td>581.40</td>
</tr>
<tr>
<td>LOT 45 BLOCK 1 WOODLAWN PLACE 3RD. ADD.</td>
<td>3953.47</td>
</tr>
<tr>
<td>Property Description</td>
<td>Size</td>
</tr>
<tr>
<td>------------------------------------------------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>LOTS 11-12 &amp; N1/2 LOT 13 BLOCK 7 MARTINSON'S 7TH. ADD.</td>
<td>625.69</td>
</tr>
<tr>
<td>S 123 FT LOTS 139-141 HENDRYX AVE. KIRKBRIDE'S SUB.</td>
<td>717.61</td>
</tr>
<tr>
<td>LOTS 13-15 EVERETT AVE STILES &amp; SMITH'S ADD.</td>
<td>1533.80</td>
</tr>
<tr>
<td>LOTS 9-11-13 BONN AVE GARFIELD ADD.</td>
<td>332.60</td>
</tr>
<tr>
<td>LOTS 31-32 BLOCK 10 FRANKLIN YIKE ADD.</td>
<td>665.60</td>
</tr>
<tr>
<td>LOTS 8-9 ELMDALE ADD.</td>
<td>771.72</td>
</tr>
<tr>
<td>LOT 3 BLOCK 3 EUREKA GARDENS ADD.</td>
<td>632.01</td>
</tr>
<tr>
<td>LOT 5 BLOCK 6 GOLDEN GARDENS ADD.</td>
<td>674.00</td>
</tr>
<tr>
<td>S 125 FT N 375 FT LOT 4 CENTRAL ACRES</td>
<td>708.35</td>
</tr>
<tr>
<td>LOT 5 BLOCK 1 COUNTRY ACRES ADD.</td>
<td>749.51</td>
</tr>
<tr>
<td>PHASE II-COM. AREAS &amp; FACILITIES APPURTEAINT TO GREEN OAKS CONDO- MINIUM FORMERLY WESTWOOD PINES CONDOMINIUM SITUATED ON LOTS 1 THRU 6 INC. BLK 1 FLOYD BAILEY FOURTH ADDITION</td>
<td>330.75</td>
</tr>
<tr>
<td>LOT 1 BLOCK 6 BARRINGTON PLACE ADD.</td>
<td>555.00</td>
</tr>
<tr>
<td>LOT 1 BLOCK 1 POWER CDC ADD.</td>
<td>589.80</td>
</tr>
<tr>
<td>THAT PART LOTS 185-187-189-191 BEG SE COR LOT 191 TH W 36.5 FT NLY TO PT ON N LI LOT 185 E 40 FT TO NE COR S TO BEG RANSON &amp; KAY'S ADD</td>
<td>505.00</td>
</tr>
</tbody>
</table>

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 12th day of September, 2017.

__________________________
Jeff Longwell, Mayor

ATTEST:

__________________________
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

__________________________
Jennifer Magana, City Attorney and Director of Law
TO: Mayor and City Council  
SUBJECT: Sale of City-owned Property at 2348 South Greenwood (District III)  
INITIATED BY: Office of Property Management  
AGENDA: Consent  

**Recommendation:** Approve the sale.

**Background:** The property at 2348 South Greenwood was acquired by the City of Wichita in 2005 as part of the project to improve Pawnee from Washington to Hydraulic. The improvements were razed at the time of the acquisition and part of the site was utilized for the project. The remainder of the site has been maintained as open space. The remnant has approximately 3,860 square feet.

**Analysis:** The owner of the property adjacent to the east has submitted an offer of $3,860 to acquire the property. This equates to one dollar per square-foot. This amount approximates the appraised value per square-foot in the acquisition appraisal. The buyer will incorporate the property into his existing ownership and maintain it as open space. The City will retain a utility easement over the east 25 feet of the site.

**Financial Considerations:** The City will receive cash consideration for the sale of the property. Additionally, the sale of this property to a private party will place additional value into the tax base and relieve the City of the cost to maintain the property. The proceeds will be deposited to the General Fund unless otherwise directed.

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

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

**Attachments:** Real estate purchase agreement and aerial.
REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of ________________, 2017 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and EBRPH, LLC, a Kansas limited liability corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient quit claim deed the following described real property, situated in Sedgwick County, Kansas, to-wit:

Lot 18 and ½ of the vacated lot on the east except the south 27.3 feet, Block 3, Womer & Greer's 2nd Addition to Wichita, Sedgwick County, Kansas.

Additionally, Seller shall retain an easement for public utilities over the east 25 feet of the above described tract.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to it of the above-described real property, the sum of Three Thousand Six Hundred Sixty Dollars and Zero Cents ($3,660.00) in the manner following to-wit: cash at closing.

3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is further agreed by and between the parties hereto that all taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 30, 2017.

9. Possession to be given to Buyer at closing.
character, quality, value, or condition have been made by any of the brokers or agents
involved, and also agrees not to make any claim against the Seller or the brokers
involved.

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

BUYER

[Signature]
EBRPH LLC, Patrick Belt, Manager

SELLER

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

SUBJECT: Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

**Recommendation:** Approve the settlement of $275,000 as a full settlement of the City’s claim against El Paso Merchant Energy Petroleum Company, now owned by Kinder/Morgan (“El Paso”).

**Background:** Groundwater pollution was first identified in the North Industrial Corridor (“NIC”) in 1983. El Paso has been identified as a potential source contributor to the groundwater contamination.

**Analysis:** El Paso has offered to pay the sum of $275,000 as a full settlement for the City’s claims for the alleged groundwater contamination. Due to the uncertainty and risk of trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability by El Paso, rather, it is merely a settlement to resolve a disputed claim.

**Financial Considerations:** The Law Department recommends settlement of this claim against El Paso in the amount of $275,000.

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

**Recommendations/Action:** It is recommended that the City Council accept the settlement in the amount of $275,000 as full settlement of the City claim against El Paso.

**Attachment:** Settlement Agreement.
SETTLEMENT AND RELEASE AGREEMENT FOR
DOWNGRADIENT GROUNDWATER CONTAMINATION
WITHIN THE NORTH INDUSTRIAL CORRIDOR SITE

This Settlement and Release Agreement ("Agreement") is entered into on _________
2017, ("Signed Date") to be effective upon receipt by WICHITA of the Settlement Amount (the
"Effective Date"). This Agreement is entered into by and between (a) the City of Wichita, a
municipal corporation organized and existing pursuant to the Constitution and laws of the State
of Kansas ("WICHITA"), and (b) El Paso Merchant Energy – Petroleum Company, a
corporation organized under the laws of the State of Delaware ("EL PASO"). In this Agreement,
either WICHITA or EL PASO individually may be referred to as a "Party," or collectively may
be referred to as the "Parties."

RECITALS

A. WHEREAS, on or about November 14, 1995, WICHITA and the Kansas
Department of Health and Environment ("KDHE") entered into a Settlement Agreement for
Remedial Investigation and Feasibility Study, and for Certain Remedial Actions to be
Determined Following Opportunity for Public Involvement, regarding the North Industrial
Corridor Site (the "Site") in Wichita, Kansas, which agreement was entered into pursuant to
proceedings under the Kansas Environmental Response Act, K.S.A. 65-3452a, et seq., as
amended, and K.S.A. 65-161, et seq. (the "Wichita/KDHE Agreement").

B. WHEREAS, on or about May 21, 1996, WICHITA also entered into a North
Industrial Corridor Participation Agreement ("NIC Participation Agreement") with various
business entities within the Site. The signatories or participants to the NIC Participation
Agreement have agreed to support WICHITA's environmental efforts within the Site and have
contributed financially toward the investigation.

C. WHEREAS, Paragraph 135(g) of the Wichita/KDHE Agreement provides in part
that "the City may enter a settlement agreement with any potentially responsible party, without
requiring any admission of liability by such party, upon terms satisfactory to the City, and
payment of a settlement amount satisfactory to the City."
D. WHEREAS, Paragraph 135(g) of the Wichita/KDHE Agreement provides in part that with regard to actual or potential impact of contamination to groundwater down gradient of the Property "Upon entry of any such settlement, the settling party also shall be granted a Certificate of Release providing for contribution protection and a covenant not to sue providing that KDHE and the City covenant not to pursue or take further action against the settling party, so long as the settling party remains in compliance with the terms of the settlement agreement to such party, and subject to the provisions of this paragraph."

E. WHEREAS, WICHITA and EL PASO desire to resolve claims and potential claims between them and, in accordance with the WICHITA/KDHE Agreement, among EL PASO and KDHE relating to the Released Claims as defined in Paragraph 1 herein, subject, however, to certain limitations as provided in Paragraph 5 herein and to the reservation of the rights as provided in Paragraph 6 herein. The compromise and settlement contained in this Agreement was negotiated at arms-length and made in good faith.

F. WHEREAS, by entering into this Agreement, EL PASO is not admitting that it is liable under CERCLA or under any other federal, state, or local law, is liable for response costs, or is liable for the generation, transportation, disposal, storage, treatment, spill, release, or threatened release of hazardous substances, pollutants, or contaminants at, within, from, beneath, or about the Site, including potential or actual impact of contamination to groundwater beyond the Certified Properties, as defined below.

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

1. DEFINITIONS.

   a. CERTIFICATE. "Certificate" shall mean a Certificate and Release issued pursuant to paragraph 135g. of the WICHITA/KDHE Agreement. This Settlement and Release Agreement is designed to be considered as and operate as a Certificate and Release under the WICHITA/KDHE Agreement and the procedures of the City of Wichita.
b. CERTIFIED PROPERTIES. "Certified Properties" shall mean lots, parcels or other tracts of land in the Site which are described in Exhibit A attached hereto. The Certified Properties are or were formerly owned by the Release Party.

c. COMPOUNDS OF CONCERN. "Compounds of Concern" shall mean the volatile organic compounds for the NIC site-wide groundwater contamination identified by KDHE in Table 3-1 of the KDHE document titled "Final – Corrective Action Decision for Interim Groundwater Remediation – North Industrial Corridor Site – Wichita, Kansas – March 28, 2012." The compounds identified in Table 3-1 are: perchloroethene, trichloroethene, cis – 1,2-dichloroethene, vinyl chloride, 1, 1, 1 - trichloroethane, 1, 1-dichloroethane, 1, 1- dichloroethene, carbon tetrachloride, chloroform, and benzene.

d. DOWNGRADIENT. "Downgradient" refers to direction of groundwater flow, similar to downstream for surface water flow. Within the NIC Site, Downgradient is typically in a southerly direction with the possible exception of being in the immediate vicinity of a pumping groundwater well.

e. EFFECTIVE DATE. The "Effective Date" shall mean the date upon which WICHITA receives the Settlement Amount.

f. KDHE. "KDHE" refers to the Kansas Department of Health and Environment.

g. NIC PARTICIPATION AGREEMENT. The "NIC Participation Agreement" shall mean the May 21, 1996 North Industrial Corridor Participation Agreement entered by the City of Wichita and various business entities within the Site.

h. RELEASED CLAIMS. "Released Claims" shall mean any actual or alleged liability of EL PASO by way of contribution, subrogation, direct liability, or otherwise, for environmental investigation and remediation of
the potential or actual impact of contamination to groundwater beyond the boundaries of the Certified Properties as such investigation and remediation is described in the WICHITA/KDHE Agreement and for payment of Response Costs related to environmental investigation or remediation of the potential or actual impact of contamination to groundwater beyond the boundaries of the Certified Properties as such investigation and remediation is described in the WICHITA/KDHE Agreement.

i. RESPONSE COSTS. "Response Costs" shall mean those costs, expenses, or sums incurred prior to the Effective Date or to be incurred on or after the Effective Date for "response" activities as "response" is defined in CERCLA § 101(25), 42 U.S.C. § 9601 (25), and for costs of investigation and cleanup activities under other applicable federal and state law for potential or actual impact of contamination to groundwater beyond the boundaries of the Certified Properties.

j. SETTLEMENT AMOUNT. "Settlement Amount" shall mean the amount of money WICHITA and EL PASO agree that EL PASO shall pay to WICHITA as consideration for the release and mutual promises of this Agreement. The amount of such money is specified in Paragraph 4(a) herein.

k. SIGNED DATE. "Signed Date" shall mean the date that all signatories to this Agreement have signed the Agreement.

l. SITE. The "Site" shall mean the North Industrial Corridor Site in Wichita, Kansas. See, Exhibit B.

m. SITE RESPONSE COSTS. "Site Response Costs" shall mean those costs, expenses, or sums incurred prior to the Effective Date or to be incurred on or after the Effective Date for "response" activities as "response" is defined in CERCLA § 101(25), 42 U.S.C. § 9601 (25), and for costs of investigation and cleanup activities under other applicable federal and state
law for potential or actual impact of contamination to groundwater beyond the boundaries of the Certified Properties.

n. WICHITA/KDHE AGREEMENT. The "WICHITA/KDHE Agreement" shall mean the November 14, 1995 Settlement Agreement for Remedial Investigation and Feasibility Study, and for Certain Remedial Actions to be Determined Following Opportunity for Public Involvement, regarding the North Industrial Corridor Site (the "Site") in Wichita, Kansas, which agreement was entered into pursuant to proceedings under the Kansas Environmental Response Act, K.S.A. 65-3452a, et seq., as amended, and K.S.A. 65-161, et seq.

2. RELEASE AND COVENANT NOT TO SUE.

a. In consideration of the actions that will be performed and the payment that will be made by EL PASO under the terms of this Settlement Agreement, and except as otherwise specifically provided in this Settlement Agreement, WICHITA shall not take any action against, covenants not to sue, including, but not limited to, suit under 42 U.S.C. § § 9606, 9607 and/or 9613, and hereby forever releases, EL PASO, its former, current and future officers, directors, stockholders, partners, employees, heirs, personal representatives, advisory committee members, advisors, successors, or agents, with respect to the Released Claims. The release from liability shall be final and irrevocable and shall not be affected or terminated by reason of the termination or modification of the WICHITA/KDHE Agreement.

b. Provided, however, that the Release in subparagraph (a) shall not apply if EL PASO has provided false or misleading information in connection with obtaining the Certificate or EL PASO fails to comply with the terms of this Agreement.

c. The Certified Properties must be in compliance with the requirements of the governmental authority having regulatory jurisdiction over the Certified Properties with respect to environmental remediation and/or monitoring.
requirements of the groundwater and soils on the Certified Properties. Unauthorized cessation of any remediation efforts and/or monitoring program will be viewed as a failure to comply with the terms of this Agreement.

3. **NON-COVERED CLAIMS.** Notwithstanding anything to the contrary contained herein, the Released Claims pursuant to Paragraph 2 shall not extend to and shall not be construed to extend to the following:

   a. any claims brought by non-parties to this Agreement for toxic torts, natural resource damages, personal injury, or property damages in connection with the generation, transportation, disposal, storage, treatment, spill, release or threatened release of hazardous substances by EL PASO within the Certified Properties;

   b. any claims relating to or arising out of past, present, or future disposal of hazardous substances by EL PASO at any location that is not the Site and that does not affect or relate to the Site;

   c. any claims not relating to the Site;

   d. any claims based on a failure by EL PASO to meet a requirement of this Agreement;

   e. any contractual claims against EL PASO by a third party; or

   f. any criminal claims against EL PASO.

4. **CONSIDERATION.**

   a. Within thirty (30) calendar days of the Signing Date, EL PASO shall pay WICHITA the sum of Two Hundred Seventy Five Thousand Dollars ($275,000.00), in such form and manner as reasonably requested by WICHITA, as consideration for the Certificate of Release and mutual promises of this Agreement.

   b. In consideration of the entry into this Agreement, EL PASO shall not assert, and hereby assigns to WICHITA, any and all claims it may have
(except for claims relating to insurance coverage or otherwise arising under contract) for Site Response Costs against any other non-Party to this Agreement, except that if any non-Party to this Agreement brings a suit against EL PASO for Site Response Costs arising from events occurring prior to the Effective Date that is not deemed barred by the contribution protection provided to EL PASO herein, then EL PASO retains the right to bring or initiate any claims it may have against any non-Party to recover such costs if any such claim has not already been asserted by WICHITA under this assignment. All other claims are specifically reserved and are not assigned. Nothing in this paragraph shall be construed to affect or limit EL PASO’s rights to assert any defenses, claims, or counter-claims in defense of any action. WICHITA shall indemnify and defend EL PASO against any non-Party claim or action assigned by EL PASO under this paragraph.

5. CONTRIBUTION PROTECTION.

a. The Parties agree that this Agreement between WICHITA and EL PASO embodies an administrative settlement sufficient to support a contribution action under 42 U.S.C. § 9613(f)(3)(b) and that, as of the Effective Date, EL PASO is entitled to and does hereby receive protection from contribution actions or claims as provided by 42 U.S.C. § 9613 (f)(2) and as set forth in Paragraphs 134, 135, and 136 of the WICHITA/KDHE Agreement for a Person to whom a Certificate has been issued.

b. The consideration paid by EL PASO pursuant to this Agreement constitutes reimbursement of EL PASO’s proportionate share of WICHITA’s present and future Response Costs in connection with the Site based on a determination of EL PASO’S proportionate contribution, if any, to the overall potential or actual impact of contamination to groundwater beyond the boundaries of the Certified Properties and legal and equitable claims and defenses that might be raised by the parties, and the Parties acknowledge that the consideration paid by EL PASO is at least sufficient
to account for EL PASO’s equitable, several share, if any, of the Response Costs related to potential or actual impact of contamination to groundwater down gradient from the Certified Properties and referenced in Paragraph 135 of the WICHITA/KDHE Agreement, and hence this Agreement provides EL PASO contribution protection under 42 U.S.C. § 9613(f)(2) and any applicable state law for matters addressed in the WICHITA/KDHE Agreement and this Agreement.

6. **RESERVATION OF RIGHTS.**

   a. Nothing in this Agreement is intended to be nor shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, in law or in equity, which WICHITA or EL PASO may have against the other for any claims not identified in Paragraph 2 or for any breach of this Agreement or the exercise of rights to enforce this Agreement.

   b. Except as provided in Paragraph 2 or Paragraph 4, nothing herein is intended to release any of WICHITA’s or EL PASO’S claims, causes of action or demands in law or equity against any person, firm, partnership, corporation, organization, governmental entity or any other entity not a signatory hereto for any liability such entity may have arising out of or relating in any way to the generation, transportation, disposal, storage, treatment, spill, release or threatened release of any hazardous substance, pollutant, or contaminant at, to, from, within, or beneath the Site, including without limitation potential or actual impact of contamination to groundwater downgradient from the Property.

7. **NO ADMISSION OF LIABILITY.** The execution of this Agreement shall not, under any circumstances, be construed as an admission by WICHITA or EL PASO of any liability with respect to the Site or with respect to hazardous substances, pollutants, or contaminants at, within, from, beneath, or about the Site, including the Certified Properties and any potential or actual impact of contamination to groundwater beyond the boundaries of the Certified Properties.
This Agreement shall not constitute or be used as evidence or an admission of any liability or fact or a concession of any question of law by WICHITA or EL PASO.

8. NOTICES. All notices required or desired to be given under this Agreement shall be in writing and shall be delivered in person or mailed by registered, certified, or overnight mail as follows:

With respect to WICHITA to:

Jennifer Magana, City Attorney and Director of Law
City of Wichita
455 North Main
Wichita, Kansas 67202

With respect to EL PASO to:

El Paso Merchant Energy-Petroleum Company
2 North Nevada Ave.
Colorado Springs, Colorado 80903
Attention: Todd Muelhoefer

9. MISCELLANEOUS PROVISIONS.

a. Governing Law and Venue. This Agreement shall be construed according to the laws of the State of Kansas, regardless of any conflict of law provisions that may apply. WICHITA and EL PASO acknowledge that any and all actions at law or in equity which may be brought by any of the Parties to enforce or interpret this Agreement, shall be brought only in the State of Kansas.

b. Severability. In the event that any provision of this Agreement is determined by a court to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in force.

c. Modification of the Agreement. Neither this Agreement nor any provisions hereof may be changed, waived, discharged, or terminated orally, but only by instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, or termination is sought.
d. Rule of Construction. The judicial rule of construction requiring or allowing an instrument to be construed to the detriment of or against the interests of the maker thereof shall not apply to this Agreement.

e. Entire Agreement. This Agreement, consisting of the Recitals and Paragraphs 1 through 10, inclusive, constitutes the entire understanding of WICHITA and EL PASO and supersedes all prior or contemporaneous agreements other than those expressly referenced herein, discussions or representations, oral or written, with respect to the subject matter hereof, and each of the Parties states that it has read each of the provisions of the Agreement and understands the same.

10. CERTIFICATE AND EXECUTION. This Settlement and Release Agreement shall be considered as and shall operate as a Certificate and Release under the WICHITA/KDHE Agreement and the procedures of the City of Wichita. WICHITA represents that the City Manager or Mayor is authorized to execute this Agreement in the same manner as such official has been authorized to execute Certificates for the North Industrial Corridor Site. WICHITA shall also provide EL PASO with a form Certificate and either this Agreement or the Certificate may be filed of record as to the Property.
IN WITNESS WHEREOF, this Agreement has been deemed effective on the Effective Date.

CITY OF WICHITA, KANSAS

By: ____________________________
    Jeff Longwell, Mayor

ATTEST:

By: ____________________________
    City Clerk

Approved as to form:

Jennifer Magana, City Attorney and Director of Law

EL PASO MERCHANT ENERGY-PETROLEUM COMPANY

By: ____________________________
    James Holland

Its: ____________________________
    Vice President
EXHIBIT A

LEGAL DESCRIPTION OF CERTIFIED PROPERTIES

FORMER COASTAL BONEYARD

Parcel 1: Commencing at a point 668 feet east of the Southwest corner of the Southwest Quarter of Section 33, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence north 1200 feet; thence east 330 feet; thence south 1200 feet; thence west 330 feet to the place of beginning.

Parcel 2: Beginning at a point in the center of Fifth Avenue, 1346.42 feet east and 525 feet north of the Southwest corner of the Southwest Quarter of Section 33, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence north on the center of said Fifth Avenue, 407 feet; thence west parallel with the South line of said Quarter Section, 325 feet; thence south parallel with said center line of said Fifth Avenue, 407 feet; thence east 325 feet to the place of beginning, EXCEPT a triangular tract described as commencing at the Southwest corner of the above described tract; thence east 30 feet along the South line of said tract; thence in a northwesterly direction to a point on the West line of said tract, 100 feet directly north of the point of beginning; thence south 100 feet on and along said West line of said tract to the point of beginning, and EXCEPT the east 25 feet thereof of street.

COASTAL DERBY REFINERY
(See following four (4) pages)
EXHIBIT A

PARCEL #1:
LOTS 6 AND 7, BLOCK 1, NORTH INDUSTRIAL PARK FOURTH ADDITION, WICHITA, SEDGWICK COUNTY, KANSAS.

PARCEL #2:
LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, ON MYERS AVENUE, NOW OHIO STREET, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE EAST; LOTS 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, ON CHERRY AVENUE, NOW INDIANA AVENUE, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE EAST, AND TOGETHER WITH THE WEST HALF OF VACATED INDIANA AVENUE ADJOINING SAID LOTS ON THE EAST; LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, 39, 41, 43, 45, 47, 49, 51, 53, 55, 57, 59, 61, 63, 65, 67, 69, 71, 73, 75, 77, 79, 81, ON CHERRY AVENUE, NOW INDIANA AVENUE, TOGETHER WITH THE WEST HALF OF VACATED ALLEY ADJOINING SAID LOTS ON THE EAST, AND TOGETHER WITH THE EAST HALF OF VACATED INDIANA AVENUE ADJOINING SAID LOTS ON THE EAST; LOTS 2, 4, 6, 8, 10, AND LOT 12. EXCEPT THE NORTH 20 FEET THEREOF, LOTS 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38, 40, 42, 44, 46, 48, 50, 52, 54, 56, 58, 60, 62, 64, 66, 68, 70, 72, 74, 76, 78, 80, 82, ON CLEVELAND AVENUE, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING THE WEST, AND TOGETHER WITH THE WEST 30 FEET OF VACATED CLEVELAND AVENUE ADJOINING ON THE EAST, ALL IN AMEYVILLE TOWNSITE COMPANY'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, AND TOGETHER WITH VACATED 22ND STREET NORTH LYING BETWEEN OHIO STREET AND VACATED CLEVELAND AVENUE; EXCEPT THAT PORTION OF SAID ALLEY ADJOINING LOTS 2, 4, 6, 8, 10, 12 ON CLEVELAND AVENUE AND LOTS 1, 3, 5, 7, 9, 11, ON CHERRY AVENUE, NOW INDIANA AVENUE WHICH WAS NOT VACATED.

PARCEL #3:
LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37; ON MYERS AVENUE, NOW OHIO STREET, TOGETHER WITH THE WEST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE EAST; LOTS 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38; ON CHERRY AVENUE, NOW INDIANA AVENUE, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE WEST, AND TOGETHER WITH THE WEST HALF OF VACATED INDIANA AVENUE ADJOINING SAID LOTS ON THE EAST; LOTS 1, 3, 5, 7, 9, 11, 13, 15, 17, 19, 21, 23, 25, 27, 29, 31, 33, 35, 37, ON CHERRY AVENUE, NOW INDIANA AVENUE, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE EAST, AND TOGETHER WITH THE WEST HALF OF VACATED ALLEY ADJOINING SAID LOTS ON THE EAST; LOTS 2, 4, 6, 8, 10, 12, 14, 16, 18, 20, 22, 24, 26, 28, 30, 32, 34, 36, 38; ON CLEVELAND AVENUE, TOGETHER WITH THE EAST HALF OF THE VACATED ALLEY ADJOINING SAID LOTS ON THE WEST, ALL IN AMEYVILLE TOWNSITE COMPANY'S 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

PARCEL #4:
THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 1320 FEET NORTH AND 360 FEET EAST OF THE SOUTHWEST CORNER OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4; THENCE NORTH 1025.14 FEET; THENCE EAST 999.4 FEET TO THE EAST LINE OF SAID SECTION 4; THENCE SOUTH ALONG THE EAST LINE OF SAID SECTION 4, 1025.14 FEET; THENCE WEST 999.4 FEET TO THE PLACE OF BEGINNING, EXCEPT ALL THAT PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 1 EAST LYING EAST OF THE WICHITA DRAINAGE CANAL, EXCEPT THE SOUTH 1320 FEET THEREOF, AND EXCEPT THAT PORTION FOR STREET PURPOSES AS ESTABLISHED IN DEDICATION FILED ON FILM 156, PAGE 993 LYING WITHIN THE FOLLOWING: BEGINNING AT A POINT 297.5 FEET SOUTH AND 167.0 FEET WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 4, TOWNSHIP 27 SOUTH, RANGE 1 EAST OF THE SIXTH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE SOUtherLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE EAST BRANCH INTERCEPTION CANAL TO A POINT 330 FEET NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE WEST ALONG A LINE 330 FEET NORTH AND PARALLEL TO SAID SOUTH LINE A

This commitment is voided unless the insuring provisions and Schedules A and B are attached.
DISTANCE OF 35.35 FEET MORE OR LESS; THENCE NORTHERLY A DISTANCE OF 328.9 FEET MORE OR LESS TO A POINT 30 FEET WEST OF THE WESTERLY RIGHT-OF-WAY LINE OF THE EAST BRANCH INTERCEPTION CANAL, SAID POINT BEING 656 FEET MORE OR LESS NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTHERLY ALONG A LINE 30 FEET WEST AND PARALLEL TO THE WESTERLY RIGHT-OF-WAY OF THE EAST BRANCH INTERCEPTION CANAL TO A POINT 297.5 FEET SOUTH AND 226.23 FEET MORE OR LESS WEST OF THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, SECTION 4, TOWNSHIP 27 SOUTH, RANGE 1 EAST; THENCE EASTERLY ALONG SAID LINE TO POINT OF BEGINNING, AND EXCEPT THAT PART FOR RIGHT-OF-WAY OF THE WICHITA DRAINAGE CANAL AS CONDEMNED IN CONDEMNATION CASE A-29430.

PARCEL #5:

PARCEL #6:
THE WEST 353.30 FEET OF THE SOUTH 694.5 FEET OF LOTS 1 AND 2, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT: THE EAST 150 FEET OF THE NORTH 375 FEET THEREOF, AND EXCEPT THE EAST 50 FEET OF THE SOUTH 319.5 FEET THEREOF.

PARCEL #7:
BEGINNING AT A POINT 353.30 FEET EAST OF THE SOUTHWEST CORNER OF LOT 1, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, THENCE NORTH PARALLEL WITH WASHINGTON AVENUE AS PLATTED IN SAID OUT LOTS 694.5 FEET; THENCE WEST 150 FEET; THENCE SOUTH 375 FEET; THENCE EAST 100 FEET; THENCE SOUTH 319.5 FEET; THENCE EAST 50 FEET TO THE PLACE OF BEGINNING, BEING A PORTION OF LOTS 1 AND 2, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

PARCEL #8:

This commitment is invalid unless the ensuing provisions and Schedules A and B are attached.
BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, THENCE EAST ALONG THE SOUTH LINE OF SAID LOT 1, 303.38 FEET; THENCE NORTH PARALLEL WITH WASHINGTON AVENUE, AS PLATTED IN SAID OUT LOTS 1254.94 FEET TO THE RIGHT-OF-WAY OF THE ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD, NOW THE MISSOURI PACIFIC RAILROAD; THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID RIGHT-OF-WAY 584.08 FEET TO THE EAST LINE OF WASHINGTON AVENUE, AS PLATTED IN SAID OUT LOTS; THENCE SOUTH ALONG SAID WASHINGTON AVENUE, 755.20 FEET TO THE PLACE OF BEGINNING, BEING A PORTION OF LOTS 1, 2, 3 AND 5 OF MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS. TOGETHER WITH THAT PART DESCRIBED AS COMMENCING AT A POINT 303.38 FEET EAST OF THE SOUTHWEST CORNER OF LOT 1, MYERS AND TOLER'S OUT LOTS, WICHITA, SEDGWICK COUNTY, KANSAS, THENCE NORTH 1254.94 FEET TO THE RIGHT-OF-WAY OF THE ST. LOUIS, FT. SCOTT AND WICHITA RAILROAD, NOW THE MISSOURI PACIFIC RAILROAD; THENCE NORTHEAST ALONG SAID RIGHT-OF-WAY TO THE WEST LINE OF OHIO AVENUE; THENCE SOUTH ON THE WEST LINE OF OHIO AVENUE, 1637 FEET TO THE NORTH LINE OF 21ST STREET; THENCE WEST 232.11 FEET TO THE PLACE OF BEGINNING, BEING A PART OF LOTS 1, 2, 3, 5 AND ALL OF LOT 7, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT THE WEST 353.38 FEET OF THE SOUTH 694.5 FEET OF LOTS 1 AND 2, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, EXCEPT: THE EAST 150 FEET OF THE NORTH 375 FEET THEREOF, AND EXCEPT THE EAST 50 FEET OF THE SOUTH 319.5 FEET THEREOF, AND EXCEPT BEGINNING AT A POINT 353.38 FEET EAST OF THE SOUTHWEST CORNER OF LOT 1, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, THENCE NORTH PARALLEL WITH WASHINGTON AVENUE AS PLATTED IN SAID OUT LOTS 694.5 FEET; THENCE WEST 150 FEET; THENCE SOUTH 375 FEET; THENCE EAST 100 FEET; THENCE SOUTH 319.5 FEET; THENCE EAST 50 FEET TO THE PLACE OF BEGINNING, BEING A PORTION OF LOTS 1 AND 2, MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

PARCEL #9:
LOTS 4, 6, 9 AND LOT "E", MYERS AND TOLER'S OUT LOTS, WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

PARCEL #10:
LOTS 1, 2, 3, 4 AND 5, JULIA ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, TOGETHER WITH THE EAST HALF OF VACATED INDIANA AVENUE ADJOINING LOTS 1, 2, 3 AND 4 ON THE WEST.

PARCEL #11:
LOTS 1, 2, 3, 4 AND 5, BLOCK 1; AND LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 AND 16, BLOCK 2, WALNUT GROVE 3RD ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.

PARCEL #12:
LOTS 38, 40, 42, 44, 46, 48 AND 50, ON CLEVELAND AVENUE, AND LOTS 39, 41, 43, 45, 47 AND 49, ON MAYHEWSON AVENUE, ALL IN HARVEY'S WALNUT GROVE ADDITION TO THE CITY OF WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS.

PARCEL #13:
LOTS 1, 2 AND 3, ON INDIANA AVENUE, IN REPLAT OF PART OF RESERVE A, STRODES ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS.

PARCEL #14:
A TRACT IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AS FOLLOWS:
BEGINNING 432 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID SECTION 182 FEET; THENCE SOUTH 217.48 FEET TO A POINT IN THE NORTH LINE OF 20TH STREET, HARVEY'S WALNUT GROVE ADDITION TO THE CITY OF WICHITA, EXTENDED; THENCE EAST 183 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID NORTHEAST QUARTER; THENCE NORTH 217.40 FEET TO THE POINT OF BEGINNING;
EXCEPT THE EAST 30 FEET FOR STREET PURPOSES.

PARCEL #15:

This commitment is voided unless the bonding provisions and Schedules A and B are attached.
A TRACT IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AS FOLLOWS:
EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE NORTH 130 FEET TO THE
PLACE OF BEGINNING, EXCEPT THE EAST 30 FEET FOR STREET PURPOSES.

PARCEL #16:
THAT PART OF RESERVE A, STRODE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, LYING EAST OF THE DRAINAGE CANAL AND SOUTH OF LOT 3, REPLAT OF PART OF RESERVE A, STRODE'S ADDITION TO THE CITY OF WICHITA, AND SOUTH OF WALNUT GROVE 3RD ADDITION TO THE CITY OF
WICHITA, SEDGWICK COUNTY, KANSAS.

PARCEL #17:
A TRACT IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, IN SEDGWICK COUNTY, KANSAS, DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT 366.66 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER THEREOF;
THENCE SOUTH 619.88 FEET ALONG A LINE PARALLEL WITH THE EAST LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING OF SAID TRACT; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID
NORTHEAST QUARTER, 149.07 FEET MORE OR LESS TO THE EAST LINE OF THE DRAINAGE CANAL; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID DRAINAGE CANAL TO THE NORTH LINE OF LOT 1 ON INDIANA AVENUE IN REPLAT OF PART OF RESERVE A, STRODE'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT TO A POINT IN THE WEST
RIGHT-OF-WAY LINE OF INDIANA AVENUE, THENCE NORTH ALONG THE WEST RIGHT-OF-WAY LINE OF
INDIANA AVENUE, TO THE POINT OF BEGINNING OF SAID TRACT.

PARCEL #18:
A TRACT IN THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 27 SOUTH, RANGE 1 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS, DESCRIBED AS BEGINNING AT A POINT 366.66 FEET WEST AND 30 FEET SOUTH OF THE NORTHEAST CORNER THEREOF; THENCE WEST PARALLEL WITH THE
NORTH LINE OF SAID NORTHEAST QUARTER, 303.09 FEET MORE OR LESS TO THE EAST LINE OF THE
DRAINAGE CANAL; THENCE SOUTHERLY ALONG THE EAST LINE OF SAID DRAINAGE CANAL 638.72 FEET MORE OR LESS TO A POINT 649.88 FEET SOUTH OF THE NORTH LINE OF SAID NORTHEAST QUARTER; THENCE EAST, PARALLEL WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, 149.07 FEET MORE OR LESS TO A POINT
366.66 FEET WEST OF THE EAST LINE OF THE WEST HALF OF SAID NORTHEAST QUARTER; THENCE NORTH,
619.88 FEET TO THE PLACE OF BEGINNING.

This commitment is invalid unless the insuring provisions and Schedules A and B are attached.
SECOND READING ORDINANCES FOR SEPTEMBER 5, 2017 (FIRST READ AUGUST 22, 2017)

a. ORDINANCE NO. 50-582
AN ORDINANCE AMENDING ORDINANCE NO. 50-485; LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING A WATER DISTRIBUTION SYSTEM TO SERVE SIENA LAKES ADDITION PHASE 1, (PROJECT NO. 470-187/448-90636).

b. ORDINANCE NO. 50-583
AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.
Case No. ZON2017-00005

c. ORDINANCE NO. 50-584
AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.
Case No. ZON2017-00024
TO: Mayor and City Council

SUBJECT: SUB2017-00024 -- Plat of Skyway West 5th Addition Located on the Southwest Corner of South Maize Road and West 31st Street South (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve the plat (11-0).

Staff Recommendation: Approve the plat.

Background: The plat consists of 10 lots on 6.77 acres and is zoned Industrial Park (IP). The site is subject to Protective Overlay #176 addressing prohibited uses and setbacks.

Analysis: The applicant has submitted Petitions and a Certificate of Petition for sewer, water, paving and drainage improvements. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Protective Overlays identifying the approved Protective Overlays and special conditions for development on the property. The site is within the noise impact area of Wichita Dwight D. Eisenhower National Airport; therefore, the applicant has submitted an Avigational Easement and Restrictive Covenant to assure that adequate construction methods will be used to minimize the effects of noise pollution.
Financial Considerations: The Petition totals are $2,573,000, with $257,000 for the drainage, $1,672,000 for the paving, $196,000 for the water and $448,000 for the sanitary sewer. The funding source for all the projects is special assessments.

Legal Considerations: The Law Department has reviewed and approved the pertinent documents and Resolutions as to form and all the documents will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petition
            Drive Approach Closure Certificate
            Restrictive Covenants
            Notice of Protective Overlays
            Avigational Easement
            Resolutions
CERTIFICATE OF PETITION

STATE OF KANSAS     )
COUNTY OF SEDGWICK  ) SS:

We, John E. Dugan Family Partnership, L.P., a Kansas limited partnership, owners of SKYWAY WEST 5TH ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Sanitary Sewer Improvements
2. Water Improvements
3. Paving Improvements
4. Storm Water Drain Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Skyway West 5th Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 14th day of August, 2017.

John E. Dugan Family Partnership, L.P.

By: [Signature]

John W. Dugan, Manager
STATE OF KANSAS  )
COUNTY OF SEDGWICK  )   SS:

BE IT REMEMBERED, that on this 14th day of August, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John W. Dugan, Manager of the John E. Dugan Family Partnership, LP, a Kansas limited partnership, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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

[Signature]
Notary Public

(My Appointment Expires: 11-7-17)
DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County )
State of Kansas ) SS:

John E. Dugan Family Partnership, L.P., a Kansas limited partnership, owner of that certain real property to be known as Skyway West 5th Addition, Wichita, Sedgwick County, Kansas, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on Maize Road in excess of the three allowed per said platting requirements shall be closed, and any existing drive approaches on 31st St. S. shall be closed per said platting requirements.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 14th day of August, 2017.

John E. Dugan Family Partnership, L.P.

By: [Signature]

John W. Dugan, Manager
STATE OF KANSAS  
COUNTY OF SEDGWICK  

BE IT REMEMBERED, that on this 14th day of August, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John W. Dugan, Manager of the John E. Dugan Family Partnership, LP, a Kansas limited partnership, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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

[Signature]
JUDITH M. TERHUNE
Notary Public

(My Appointment Expires: 11-7-17)
RESTRICTIVE COVENANT

THIS DECLARATION made this 14th day of August, 2017, by John E. Dugan Family Partnership, L.P., a Kansas limited partnership, the “Declarant”,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**SKYWAY WEST 5TH ADDITION**
- Lots 1 through 7, Block A
- Lots 1 through 3, Block B

WHEREAS, the Declarant’s property is located near Eisenhower National Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or wellbeing of the property’s users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property.

NOW, THEREFORE, Declarant hereby declares that SKYWAY WEST 5TH ADDITION, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita and/or Sedgwick County codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
Executed the date and year first above written.

John E. Dugan Family Partnership, L.P.

By:  

John W. Dugan, Manager

STATE OF KANSAS  )
COUNTY OF SEDGWICK  )  SS:

BE IT REMEMBERED, that on this 14th day of August, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John W. Dugan, Manager of the John E. Dugan Family Partnership, LP, a Kansas limited partnership, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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

[Signature]
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)
RESTRICTIVE COVENANT

THIS DECLARATION made this 14th day of August, 2017, by John E. Dugan Family Partnership, L.P., a Kansas limited partnership, hereinafter called “Declarant”,

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

**SKYWAY WEST 5th ADDITION**
Lots 1 through 7, Block A
Lots 1 through 3, Block B

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves “A” and “B”, Skyway West 5th Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve “A” is hereby reserved for landscaping, open space, berms, lakes, drainage purposes, and utilities as confined to easement.

Reserve “B” is hereby reserved for landscaping, open space, berms, lakes, and drainage purposes.

2. Reserve “A”, shall be owned and maintained by the owner of Lot 1, Block B, and/or their successors, assigns, and/or a Lot Owners Association.

Reserve “B” shall be owned and maintained by the owner of Lot 3, Block A, and/or their successors, assigns, and/or a Lot Owners Association.

3. That the respective owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

   A. That the Declarant, Lot Owner, and/or the Lot Owner’s Association, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,
B. That the appropriate governing body has given written notice to the Declarant, the Lot Owner or the Lot Owner’s Association, as may be appropriate, and the entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant, the Lot Owner or the Lot Owner’s Association, as may be appropriate, shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the appropriate lot(s) in Skyway West 5th Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lots in SKYWAY WEST 5TH ADDITION, Wichita, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

John E. Dugan Family Partnership, L.P.

By: [Signature]

John W. Dugan, Manager

STATE OF KANSAS )
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 14th day of August, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John W. Dugan, Manager of the John E. Dugan Family Partnership, LP, a Kansas limited partnership, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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

[Notary Public Signature]

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-17)
NOTICE OF PROTECTIVE OVERLAYS

THIS NOTICE made this 14th day of August, 2017, by John E. Dugan Family Partnership, L.P., a Kansas limited partnership, hereinafter called “Declarant”.

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

**SKYWAY WEST 5TH ADDITION**
- Lots 1 through 7, Block A
- Lots 1 through 3, Block B

and

WHEREAS, Declarant is desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #176) per zone change case ZON2005-00018 and protective overlay (P-O #183) per zone change case ZON2006-00043 have placed restrictions on the use and requirements of the development of the above-described real property. These protective overlays shall be binding on the owners, their heirs, or successors or assigns and are documents running with the land and are binding on all successors in title to Skyway West 5th Addition.

EXECUTED the day and year first written above.

John E. Dugan Family Partnership, L.P.

By: John W. Dugan, Manager
STATE OF KANSAS
COUNTY OF SEDGWICK

BE IT REMEMBERED, that on this 14th day of August, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John W. Dugan, Manager of the John E. Dugan Family Partnership, LP, a Kansas limited partnership, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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

JUDITH M. TERHUNE
Notary Public

(My Appointment Expires: 11-7-17)
AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 14th day of August, 2017, by John E. Dugan Family Partnership, L.P., a Kansas limited partnership, GRANTOR hereof, does hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

SKYWAY WEST 5TH ADDITION
Lots 1 through 7, Block A
Lots 1 through 3, Block B

By virtue of this easement, the grantor, for and on behalf of himself and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code Sect. 40102, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

John E. Dugan Family Partnership, L.P.

By:

John W. Dugan, Manager

\[\text{\[signature\]}\]
STATE OF KANSAS  
COUNTY OF SEDGWICK  

BE IT REMEMBERED, that on this 14th day of August, 2017, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John W. Dugan, Manager of the John E. Dugan Family Partnership, LP, a Kansas limited partnership, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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

JUDITH M. TERHUNE  
Notary Public - State of Kansas

(My Appointment Expires: 11-7-17)
RESOLUTION NO. 17-306


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

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

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

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

(a) The improvements proposed to be made are as follows (the "Improvements"): Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is $273,000.00, 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:

SKYWAY WEST 5TH ADDITION
Lots 1 and 2, Block A
Lot 1, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 1, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,456/10,000 of the total cost of the assessments; Lot 2, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,544/10,000 of the total cost
of the assessments; and Lot 1, Block B, SKYWAY WEST 5TH ADDITION shall pay 5,000/10,000 of the total cost of the assessments.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on September 5, 2017.

(SEAL)                                                   Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 17-307


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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is $261,000.00, 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:

   SKYWAY WEST 5TH ADDITION
   Lots 3 through 7, Block A
   Lots 2 and 3, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:
Lot 3, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,054/10,000 of the total cost of the assessments; Lot 4, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,778/10,000 of the total cost of the assessments; Lot 5, Block A, SKYWAY WEST 5TH ADDITION shall pay 927/10,000 of the total cost of the assessments; Lot 6, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,275/10,000 of the total cost of the assessments; Lot 7, Block A, SKYWAY WEST 5TH ADDITION shall pay 906/10,000 of the total cost of the assessments; Lot 2, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,054/10,000 of the total cost of the assessments; and Lot 3, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,556/10,000 of the total cost of the assessments.

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

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

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

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

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on September 5, 2017.

(SEAL) 

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 17-308


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

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

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

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

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

Construction of pavement on 34th St. S. from the west line of Maize Road west to the west line of Lot 1, Block B, including a temporary turnaround at the west end of said pavement, with drainage to be installed where necessary.

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) The estimated or probable cost of the proposed Improvements is: $574,000.00, 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:

SKYWAY WEST 5TH ADDITION  
Lots 1 and 2, Block A  
Lot 1, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 1, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,456/10,000 of the total cost of the assessments; Lot 2, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,544/10,000 of the total cost of the assessments; and Lot 1, Block B, SKYWAY WEST ADDITION 5TH ADDITION shall pay 5,000/10,000 of the total cost of the assessments.

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

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

(e) The 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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 17-309


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

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

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

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

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

Construction of pavement on 34th St. S. from the west line Lot 1, Block B, west to the west line of the plat, including a temporary turnaround at the west end of said pavement, and on 34th Ct. S. from the north line of 34th St. S, north to and including the cul-de-sac, with drainage to be installed where necessary,

That said pavement between aforesaid limits be constructed for a width of thirty-six (36) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of forty (40) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

b) The estimated or probable cost of the proposed Improvements is: $1,128,000.00, 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:

**SKYWAY WEST 5TH ADDITION**

Lots 3 through 7, Block A
Lots 2 and 3, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 3, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,054/10,000 of the total cost of the assessments; Lot 4, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,778/10,000 of the total cost of the assessments; Lot 5, Block A, SKYWAY WEST 5TH ADDITION shall pay 927/10,000 of the total cost of the assessments; Lot 6, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,275/10,000 of the total cost of the assessments; Lot 7, Block A, SKYWAY WEST 5TH ADDITION shall pay 906/10,000 of the total cost of the assessments; Lot 2, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,504/10,000 of the total cost of the assessments; and Lot 3, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,556/10,000 of the total cost of the assessments.

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

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

(e) The 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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 17-310


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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is $257,000.00, 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:

SKYWAY WEST 5TH ADDITION
Lot 1, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:
Lot 1, Block B, SKYWAY WEST 5TH ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the 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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 17-311


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

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

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

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

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

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

(a) The improvements proposed to be made are as follows (the "Improvements"): Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

(b) The estimated or probable cost of the proposed Improvements is $81,000.00, 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:

SKYWAY WEST 5TH ADDITION
Lots 1 and 2, Block A
Lot 1, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 1, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,456/10,000 of the total cost of the assessments; Lot 2, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,544/10,000 of the total cost of the assessments; and Lot 1, Block B, SKYWAY WEST 5TH ADDITION shall pay 5,000/10,000 of the total cost of the assessments.

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $58,711 assessed among all property within the proposed Improvement District on a fractional basis as follows: Lot 1, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,456/10,000; Lot 2, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,544/10,000; and Lot 1, Block B, SKYWAY WEST 5TH ADDITION shall pay 5,000/10,000.

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 September 5, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law
RESOLUTION NO. 17-312


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

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

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

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

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is $115,000.00, 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:

SKYWAY WEST 5TH ADDITION
Lots 3 through 7, Block A
Lots 2 and 3, Block B

(d) The proposed method of assessment is on a fractional basis as set forth below:

Lot 3, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,054/10,000 of the total cost of the assessments; Lot 4, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,778/10,000 of the total cost of the assessments; Lot 5, Block A, SKYWAY WEST 5TH ADDITION shall pay 927/10,000 of the total cost of the assessments; Lot 6, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,275/10,000 of the total cost of the assessments; Lot 7, Block A, SKYWAY WEST 5TH ADDITION shall pay 906/10,000 of the total cost of the assessments; Lot 2, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,504/10,000 of the total cost of the assessments; and Lot 3, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,556/10,000 of the total cost of the assessments.

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: $103,769 assessed among all property within the proposed Improvement District on a fractional basis as follows: Lot 3, Block A, SKYWAY WEST 5TH ADDITION shall pay 2,054/10,000; Lot 4, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,778/10,000; Lot 5, Block A, SKYWAY WEST 5TH ADDITION shall pay 927/10,000; Lot 6, Block A, SKYWAY WEST 5TH ADDITION shall pay 1,275/10,000; Lot 7, Block A, SKYWAY WEST 5TH ADDITION shall pay 906/10,000; Lot 2, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,504/10,000; and Lot 3, Block B, SKYWAY WEST 5TH ADDITION shall pay 1,556/10,000.

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.

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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 September 5, 2017.

(SEAL)                                                                                                                   Jeff Longwell, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law