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II-14. *VAC2017-00026 – City Vacation of a Portion of 15-foot Alley, Generally Located 140 Feet South of the Southwest Corner of East Central Avenue and North Terrace Drive.  (District I)
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II-15. *VAC2017-00027 – City Vacation of a Platted 35-Foot Setback for an Attached Two Car Garage (27’ X 26’); in SF-5 Residential; Generally Located North of East Harry Street and West of Brookhaven Street East of South 143rd Street East.  (District II)
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II-17. *ZON2017-00038 – Zone Change from LC Limited Commercial to CBD Central Business District on Property Located North of West Douglas Avenue on the East Side of North Oak Street I at 130 N. Oak Street.  (District VI)
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OPENING OF REGULAR MEETING

-- Call to Order

-- Approve the minutes of regular meeting on October 17, 2017

II. CONSENT AGENDA ITEMS 1 THROUGH 17

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 AGENDA

VIII. COUNCIL MEMBER AGENDA

None

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. Preliminary Estimates:
   a. List of Preliminary Estimates.
   RECOMMENDED ACTION: Receive and file.

3. Petitions for Public Improvements:
   a. Amending Resolutions for Sewer and Drainage Improvements to Serve Castlegate Addition. (District V)
   RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

4. Design Services Agreements:
   a. Design Agreement for Improvements to Emerald Bay Estates 3rd Addition. (District VI)
   b. Supplemental Design Agreement No. 3 for Improvements to The Paddock at 127th Addition. (District II)
   RECOMMENDED ACTION: Approve agreements/contracts, adopt the resolution and authorize the necessary signatures.

5. Minutes of Advisory Boards/Commissions:
   Wichita Employees Retirement System, July 19, 2017
   Library Monthly Activity Report September 2017
   Board of Park Commissioners, September 11, 2017
   Library Board of Directors, September 19, 2017
   RECOMMENDED ACTION: Receive and file.

6. Drug Court Enhancement Grant Award.
   RECOMMENDED ACTION: Approve acceptance of the grant award and authorize the necessary signature.

7. Lawrence Dumont Stadium Improvements. (District IV)
   RECOMMENDED ACTION: Approve the project, adopt the bonding resolution and authorize the necessary signatures.
8. **Funding for Cheney Transmission Line Improvements.**

   RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution and authorize the necessary signatures.

9. **McAdams Park Field Improvements.** (District I)

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

10. **Memorandum of Understanding – Kansas Search & Rescue Response System.**

    RECOMMENDED ACTION: Adopt the resolution, approve the MOU with the Kansas State Fire Marshal’s Office and authorize the necessary signatures. The authorized signatures will formalize the City of Wichita’s Fire Department’s participation in the Kansas Search & Rescue Response System.

11. **(PLACE HOLDER) Contract for Baseball Search Consultant**

    RECOMMENDED ACTION:

12. **Janitorial Services for Various City Facilities.**

    RECOMMENDED ACTION: Approve the extension of custodial services contracts and authorize the necessary signatures.

**II. CONSENT PLANNING AGENDA ITEMS**

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

13. **VAC2017-00024 – City Vacation of 15 Feet of Platted Setback for Two Parcels at 3500 and 3536 North Santa Fe Avenue.** (District VI)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

14. **VAC2017-00026 – City Vacation of a Portion of 15-foot Alley, Generally Located 140 Feet South of the Southwest Corner of East Central Avenue and North Terrace Drive.** (District I)

    RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.
15. *VAC2017-00027 – City Vacation of a Platted 35-Foot Setback for an Attached Two Car Garage (27’ X 26’); in SF-5 Residential; Generally Located North of East Harry Street and West of Brookhaven Street East of South 143rd Street East. (District II)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

16. *VAC2017-00029 – City Vacation of a Platted Drainage Reserve Generally Located Approximately Half a Mile Southwest of the Intersection of East 21st Street North and North 143rd Street East. (District II)

RECOMMENDED ACTION: Approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

17. *ZON2017-00038 – Zone Change from LC Limited Commercial to CBD Central Business District on Property Located North of West Douglas Avenue on the East Side of North Oak Street l at 130 N. Oak Street. (District VI)

RECOMMENDED ACTION: Approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).

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
PRELIMINARY ESTIMATES
FOR CITY COUNCIL OCTOBER 24, 2017

a. 30" Valve Replacement on 21st Street North at Bluff Street (21st Street N, east of Hillside) (448-90847/637107/777068) Traffic to be maintained during construction using flagpersons and barricades. (District I) - $75,000.00

b. Water Distribution System to serve Brookfield Addition (south of 37th Street North, east of Greenwich) (448-90792/735584/470257) Does not affect existing traffic. (District II) - $79,920.00
PRELIMINARY ESTIMATE of the cost of:
30" Valve Replacement on 21st Street North at Bluff Street
(21st Street N, east of Hillside)

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

LUMP SUM BID ITEMS
1 Site Clearing 1 LS
2 Site Restoration 1 LS
3 Traffic Control 1 LS
4 Sodding 1 LS

MEASURED QUANTITY BID ITEMS
5 Valve Assembly, 30" (Remove & Replace) 1 ea
6 Pipe, WL 30" DICL 7 lf
7 Pavement Removed & Replaced 15 sy
8 Curb Removed and Replaced 15 lf
9 BMP, Curb Inlet Protection 2 ea
10 BMP, Back of Curb Protection 15 lf

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost $75,000.00

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

777068 (637107) 448-90847

Page EXHIBIT
PRELIMINARY ESTIMATE of the cost of:
Water Distribution System (entrance) to serve Brookfield Addition
(south of 37th Street North, east of Greenwich)

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

LUMP SUM BID ITEMS
1 Seeding 1 LS
2 Site Clearing 1 LS
3 Site Restoration 1 LS

MEASURED QUANTITY BID ITEMS
4 Pipe, WL 8" 989 If
5 Pipe, WL 8", DICL 109 If
6 Pipe, Casing (20" ID min.) 35 If
7 Fire Hydrant Assembly 1 ea
8 Valve Assembly, Blowoff 2" 1 ea
9 Valve Assembly, 8" 1 ea
10 Fill, Protective 13 If
11 BMP, Ditch Check 2 ea

Construction Subtotal

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $79,920.00

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

470257 (735584) 448-90792
Page EXHIBIT
TO: Mayor and City Council

SUBJECT: Amending Resolutions for Sewer and Drainage Improvements to Serve Castlegate Addition (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the amending resolutions.

Background: On September 5, 2017, the City Council adopted Resolution No. 17-299 for sewer and 17-301 for drainage improvements to serve Castlegate Addition. A review of the resolutions revealed technical errors, which should be corrected.

Analysis: The resolutions listed the incorrect project numbers for the resolutions. Amending resolutions have been prepared to correct the project numbers. An additional review step has been added in processing to prevent errors such as this.

Financial Considerations: The project budgets remain at $258,000 for the sewer and $362,000 for the drainage improvements, as previously approved and are funded by 100% special assessments.

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

Recommendation/Action: It is recommended that the City Council adopt the amending resolutions and authorize the necessary signatures.

Attachments: Amending resolutions.
RESOLUTION NO. 17-389

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, the City Council of the City (the “Governing Body”) has heretofore by Resolution No. 17-299 of the City (the “Prior Resolution) authorizing certain internal improvements; and

WHEREAS, Resolution No. 17-299, as adopted, contained a typographical error regarding the project number as stated in the caption as follows:

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) (472-85204).

WHEREAS, it is desirable to correct the project number by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, Resolution No. 17-299 is hereby corrected and restated as follows:

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) (468-85204).
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. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be 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: $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.

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 October 24, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
RESOLUTION NO. 17-390

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, the City Council of the City (the “Governing Body”) has heretofore by Resolution No. 17-301 of the City (the “Prior Resolution) authorizing certain internal improvements; and

WHEREAS, Resolution No. 17-301, as adopted, contained a typographical error regarding the project number as stated in the caption as follows:

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, it is desirable to correct the project number by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, Resolution No. 17-301 is hereby corrected and restated as follows:

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) (468-85207).
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. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be 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 October 24, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
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 SEWER NO. 713 – CASTLEGATE ADDITION/NORTH OF CENTRAL, WEST OF 119TH) (472-85207).

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by Resolution No. 17-301 of the City (the “Prior Resolution) authorizing certain internal improvements; and

WHEREAS, Resolution No. 17-301, as adopted, contained a typographical error regarding the project number as stated in the caption as follows:

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, it is desirable to correct the project number by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, Resolution No. 17-301 is hereby corrected and restated as follows:

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) (468-85207).
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. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be 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 ___________.

(SEAL) Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law and City Attorney
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, the City Council of the City (the "Governing Body") has heretofore by Resolution No. 17-299 of the City (the "Prior Resolution") authorizing certain internal improvements; and

WHEREAS, Resolution No. 17-299, as adopted, contained a typographical error regarding the project number as stated in the caption as follows:

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) (472-85204).

WHEREAS, it is desirable to correct the project number by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, Resolution No. 17-299 is hereby corrected and restated as follows:

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) (468-85204).
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. Repealer. The Prior Resolution is hereby repealed.

Section 2. Findings of Advisability. The Governing Body hereby finds and determines that:

(a) The improvements proposed to be 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, Sedwick 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, Sedwick 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°90'14" 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: $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.

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 ____________.

(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: Design Agreement for Improvements to Emerald Bay Estates 3rd Addition (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

**Recommendation:** Approve the design agreement.

**Background:** On August 8, 2017, the City Council approved petitions for paving, water, sanitary sewer, and drainage improvements to serve Emerald Bay Estates 3rd Addition, located north of 21st North, west of West Street.

**Analysis:** The proposed design agreement between the City and Ruggles and Bohm, P.A. provides for design of the improvements. In accordance with Administrative Regulation 1.10, Ruggles and Bohm, P.A. is an engineering consultant upon whom the City and developer mutually agree for this work, and, as this firm provided the preliminary engineering services for the platting of the subdivision, can expedite plan preparation.

**Financial Considerations:** The design fee for the improvements is $82,500. Funding is available within the existing budget, approved by the City Council on August 8, 2017, and is 100% funded by special assessments.

**Legal Considerations:** The design agreement has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the design agreement and authorize the necessary signatures.

**Attachment:** Design agreement.
AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

EMERALD BAY ESTATES 3RD ADDITION

THIS AGREEMENT, made this ______ day of ______, 2017, by and 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".

WHEREAS, the CITY intends to construct;

WATER DISTRIBUTION SYSTEM NO. 90840 serving Lots 1 through 10, Block 1 and Lots 16 through 22, Block 2, Emerald Bay Estates 3rd Addition (north of 21st Street North, west of West Street) (Project No. 448-90840_735583).

LATERAL 1, MAIN 26, SOUTHWEST INTERCEPTOR SEWER serving Lots 1 through 10, Block 1 and Lots 16 through 22, Block 2, Emerald Bay Estates 3rd Addition (north of 21st Street North, west of West Street) (Project No. 468-85239_744452).

STORM WATER DRAIN NO. 404 serving Lots 1 through 10, Block 1 and Lots 16 through 22, Block 2, Emerald Bay Estates 3rd Addition (north of 21st Street North, west of West Street) (Project No. 468-85241_751566).

DORIS AVENUE/BRISCO, DORIS COURT serving Lots 1 through 10, Block 1 and Lots 16 through 22, Block 2, Emerald Bay Estates 3rd Addition (north of 21st Street North, west of West Street) (Project No. 472-85408_766397).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES
The ENGINEER shall furnish professional services as required for designing improvements in Emerald Bay Estates 3rd Addition and to perform the project tasks outlined in the SCOPE OF SERVICES (Exhibit "A").
II. IN ADDITION, THE ENGINEER AGREES
   A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Exhibit “A”.
   B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
   C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
   D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
   E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
   F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY’S Affirmative Action Program as set forth in Exhibit “B” which is attached hereto and adopted by reference as though fully set forth herein.
   G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
   H. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
   I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this Agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this Agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
   J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman’s Compensation and Employer’s Liability Policy shall be procured and maintained. This policy shall include an “all state” endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman’s Compensation Law. The liability limit shall be not less than:

   Workman’s Compensation – Statutory  
   Employer’s Liability - $500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER’S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than $500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
   K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project
Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:
A. To furnish all available data pertaining to the project now in the CITY’S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
B. To provide standards as required for the project; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit “A”.
C. To pay the ENGINEER for his services in accordance with the requirements of this Agreement.
D. To provide the right-of-entry for ENGINEER’S personnel in performing field surveys and inspections.
E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS
A. Payment to the ENGINEER for the performance of the professional services required by this Agreement shall be made on the basis of the not to exceed fee amount specified below:

<table>
<thead>
<tr>
<th>Project No.</th>
<th>Fee Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>448 90840</td>
<td>$ 5,500.00</td>
</tr>
<tr>
<td>468 85239</td>
<td>$ 31,100.00</td>
</tr>
<tr>
<td>468 85241</td>
<td>$ 34,600.00</td>
</tr>
<tr>
<td>472 85408</td>
<td>$ 11,300.00</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 82,500.00</td>
</tr>
</tbody>
</table>

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the project such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the project.
2. Additional design services not covered by the scope of this Agreement.
3. Construction staking, material testing, inspection and administration related to the project.
4. A major change in the scope of services for the project.
   If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:
A. That the right is reserved to the CITY to terminate this Agreement at any time, upon written notice, in the event the project is to be abandoned or indefinitely postponed, or because of the ENGINEER’S inability to proceed with the work.
B. That the field notes and other pertinent drawings and documents pertaining to the project shall become the property of the CITY upon completion or termination of the ENGINEER’S services in accordance with this Agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the project.
C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

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

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

G. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Jeff Longwell, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law and City Attorney

RUGGLES & BOHM, P.A.

[Signature]

Christopher M. Bohm
Pres.
EXHIBIT “A”

SCOPE OF SERVICES
Emerald Bay Estates 3rd Addition
(north of 21st Street North, west of West Street)
(Project Nos. 448-90840, 468-85239, 468-85241 & 472-85408)

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1 to Exhibit “A”.

In connection with the services to be provided, the ENGINEER shall:

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. **Field Surveys.** Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the project limits prior to the ENGINEER conducting the field survey for the project. Utility information shall be clearly noted and identified on the plans.

2. **Storm Water Pollution Prevention.** On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a Notice of Intent (NOI) prior to bidding, site-specific erosion control plan, and standard Best Management Practice (BMP) detail sheets per Attachment No. 1 to Exhibit “A”.

3. **Soils and Foundation Investigations.** The CITY may authorize ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER’s contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of the Testing Laboratory’s work. If required the cost of soils and boring investigations shall be prepared as a supplemental agreement between City of Wichita and the ENGINEER. This may be required for bridges, structures, retaining walls and other locations.

4. **Review Preliminary Design Concepts.** Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.

5. **Drainage Study.** When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the project. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self-explanatory and readily understood by persons with average backgrounds for the technology involved.

6. **Plans & Specifications.** Prepare engineering plans, plan quantities and supplemental specifications as required. Pay items of work shall conform to the CITY’s Master Bid Item List. Engineering plans will include incidental drainage where required and permanent traffic signing. The project’s plans and proposed special provisions shall address the requirements included in the City’s Administrative Regulations 6.5, “Cleanup, Restoration or Replacement Following Construction.” Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1 to Exhibit “A”. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. **Landscaping.** Where landscaping may be required along arterial streets, ENGINEER should use plant material that is drought resistant and requires low maintenance in a xeriscape concept, and is consistent with the City of Wichita Landscape Policy for Arterial Streets. A landscape architect should be included on the Consultants’ Design Team.

8. **Property Acquisition.** Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all
necessary survey work associated with marking the additional right-of-way or easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations. The ENGINEER shall perform all necessary tile work and sufficient re-
search for determination of current right-of-way and easements.

9. **Utility Coordination.** Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. Plans will clearly identify specific utility company facilities by color and by name (i.e. not just "gas" or "fiber optic"). ENGINEER shall include a conflict list for each utility, also posted to the FTP site. ENGINEER shall meet with utility company representatives to review plans and utility verification forms (Attachment No. 3 to Exhibit "A") at each milestone date and as directed by the CITY and as determined necessary by the ENGINEER. This information will be compiled into a summary report (Attachment No. 4 to Exhibit "A", also available on the City's FTP site) maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities, and provided to the City as necessary. ENGINEER shall maintain involvement with utility companies until all conflicts have been resolved (not just identified). When appropriate, the City Engineer will approve the identification on plans of conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction.

10. **Staking Information.** All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. This coordinate information will be used by the CITY for construction staking purposes. See Attachment No. 2 to Exhibit "A" for required coordinate information.

11. **Shop Drawings.** All shop drawings submitted by the contractor for the project shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the project.

12. **Public Meeting.** The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.

13. **New Right-of-Way Monumentation.** The ENGINEER shall complete permanent monumentation of all new right-of-way, and complete and submit all necessary legal documentation for same.

14. **Section Corner Monuments.** The Engineer shall provide services required by KSA Chapter 58, Article 20, Statute 58-2011, any time a section corner or monument will be endangered, disturbed, or removed. The City of Wichita Construction Engineer will receive a copy of all Land Survey Reference Reports submitted to the Secretary of State Historical Society. All costs associated with this effort shall be the responsibility of the Engineer. The City will provide a three business day notice to the Engineer to mark the monument location for re-establishment after pavement work is completed. The City will then core and install a cast iron monument box and cover. The Engineer will be notified within three business days after the box is installed to reset the final monument.

15. **Permits.** The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. The ENGINEER shall be responsible for the cost of all permit fees that are required to complete the PROJECT. The cost shall be included in the design fee submitted by the ENGINEER.

16. **Project Milestones.** The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the project as stipulated below; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

Field Check Plans and an estimate for the project due by N/A.
Office Check Plans and an estimate for the project due by October 2017.
Completion of all work required by this Agreement (including submittal of final approved plans, field notes, and related project documents by December 2017.
Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Storm Water Division
455 N. Main 8th Floor
Wichita, KS 67202

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must also include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate. Bidding erosion control as “1 LS” is not allowed.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-If of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.
Attachment No. 2 to Exhibit “A” – CIP Scope of Services

Required Plan Coordinate Information

Arterial Street Projects & Infill (Existing Neighborhoods)

I. SANITARY SEWER
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments
- benchmarks, including TBM set with preliminary survey
- center of manholes
- end of manhole stubs (when longer than five feet)

II. WATER LINE
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.’s/deflections (horizontal and vertical)
- FH’s, tees, bends, air release, valves

III. STORM SEWER
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlets typically in intersection radii, or not parallel to baseline – center of curb inlet AND center of inside face on Type 1/1A curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

IV. PAVING
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all possible control as established or attained during preliminary survey, including but not limited to – section corners, property irons, intersection center-center irons, other set monuments; any necessary points for establishing BL, including P.I.’s in BL
- benchmarks, including TBM set with preliminary survey
- center of signal poles, service and junction boxes, controller, etc.; ends and P.I.’s for retaining walls, at back of walls

THE SAME COORDINATE SYSTEM SHALL BE USED FOR ALL SEPARATE PHASES OF A LARGER INFILL OR ARTERIAL STREET PROJECT.
Sub-Division Projects

I. SANITARY SEWER
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
- all platted control iron (set or not), including plat boundary iron, for the entire sub-division, not just the
  current phase
- benchmarks, including TBM set with preliminary survey
- center of manholes
- back and/or front lot corners for specifically referenced easement grading, outside that included in mass
  grading projects; include coordinates for vertical P.I. locations not at lot corners
- end of manhole stubs (when longer than five feet)

II. WATER DISTRIBUTION SYSTEM
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point
number, northing and easting coordinates, description, and BL station for each point, for the following:
- all platted control iron (set or not), including plat boundary iron, for the entire sub-division, not just the
current phase
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

III. WATER SUPPLY LINE
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point
number, northing and easting coordinates, description, and BL station for each point, for the following:
- all possible control as established during preliminary survey, including but not limited to –
  section corners, property iron, intersection center-center iron, other set monuments; any necessary points
  for establishing BL, including P.I.'s in BL
- benchmarks, including TBM set with preliminary survey
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air release, valves

IV. STORM SEWER
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point
number, northing and easting coordinates, description, and BL station for each point, for the following:
- all platted control iron (set or not), including plat boundary iron, for the entire sub-division, not just the
  current phase
- benchmarks, including TBM set with preliminary survey
- center of inside face on Type 1/IA curb inlets; center of high edge on Type 2 curb inlets
- for skewed inlet typically in intersection radii, or not parallel to baseline – center of curb inlet AND center
  of inside face on Type 1/IA curb inlets; center of high edge on Type 2 curb inlets
- end of end section, at CL of pipe
- center, end of pipe at outside face of headwall; if headwall not perpendicular to pipe, each corner of
  headwall at outside face
- center of all drop inlets, manholes, and other structures
- center of RCBC at each end (outside face of hubguard); if box rotated, each corner, outside face

V. MASS GRADING
Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point
number, northing and easting coordinates, description, and BL station for each point, for the following:
- all platted control iron (set or not), including plat boundary iron, for the entire sub-division, not just the
  current phase
- benchmarks, including TBM set with preliminary survey
all lot corners
any grade breaks between front & rear lot corners
high points/low points within drainage easements
street area
  o centerline @ 100’ Sta on tangent sections
  o pc/pt points & 50’ along curves
special drainage swales
  o pc/pt points, pi’s & 50’ Sta in between
ponds
  o any grades breaks between pond bottom and rear property line
  o pc/mid radius/pt around pond curves
for irregular shaped lots (mainly commercial or industrial developments) provide TIN file

VI. PAVING

Provide a standard bubble map, as part of the plans, showing locations of numbered points, and a table with point number, northing and easting coordinates, description, and BL station for each point, for the following:
  * all platted control irons (set or not), including plat boundary irons, for the entire sub-division, not just the current phase
  * benchmarks, including TBM set with preliminary survey

In addition to the required coordinate information, the following shall be included in all plans, at a minimum, as needed for construction staking on all City projects.
  * Include copy of plat(s) on all plans, as relevant and approved by the Design Engineer
  * Benchmarks – minimum of two City standards, four total desirable; as close to project as possible, even if TBM set with preliminary survey.
  * Benchmark elevations must be in the same datum as the design (i.e. NAV 88 design needs NAV 88 benchmarks, not NAV 29)
  * All control irons/identified property irons shall be shown on plans, with BL stationing and offset
  * Show deflection angles in BL, and/or bearing/azimuth of BL sections
  * Arterial project side streets – provide BL station at CL of intersection of the two streets, on the BL; BL station and offset to CL of side street at removal limits; include deflection angle from BL to CL of side street
  * Existing FL/pavement grades shown at all match points
  * Top of curb grades and stationing at all ends-of-return and horizontal/vertical P.I.’s, not just even stationing
  * CL top of pavement grades for arterial
  * CL elevation for streets on mass grading work @ 100’ Sta in tangent sections and 50’ on curves

ELEVATION SHALL BE TO TOP OF ROCK BASE.

  * BL station and offset at all R/W changes; include R/W corners at all intersections, even if no change in R/W
  * Clearly show existing grades at R/W and beyond; identify removal limits beyond R/W (for grade purposes) with BL station and offset, or dimension from R/W
  * Show offset distance between BL and proposed street CL when not the same; establish clear relationship between the two
  * BL station and offset to center of signal poles, service and junction boxes, controllers, etc.
  * BL station and offset to back of retaining walls, at ends of walls and all P.I.’s
  * Concrete pavement – provide detailed joint pattern, dimensions, and elevations for all valley gutters, intersections, and mainline pavement; should be separate plan sheet(s) with clear and project-specific details
  * Storm Sewer – BL station and offset for all curb inlets, drop inlets, manholes, and other structures (to the coordinate point locations detailed in previous sheets); same for SS and WL – pertinent facilities should be referenced to BL station and offset
  * Sanitary Sewer – show deflection angles between MH’s
  * Flow line elevations for manhole stubs
  * Curve Tables – should include bends, tees, valves, FH’s etc. for waterlines; ends-of-return, P.I.’s, etc. for paving
  * Should be able to accurately scale off of plans
## Attachment No. 3 to Exhibit “A” – Scope of Services

<table>
<thead>
<tr>
<th>Project Name</th>
</tr>
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</table>

### Utility Location Verification Non-CIP Project

#### Projected Bid Date: 

**UTILITY:** _______  Checked by _______ on _______

#### Utility Location:
- [ ] None in Project Limits
- [ ] In Project Limits, No Relocation Necessary
- [ ] Utility will need to relocate
- [ ] Other (please describe)

#### Briefly Describe Type and Location of Facilities within Project:


#### Estimate Time for Relocation:
- [ ] < 3 months
- [ ] 3-6 months
- [ ] 6-9 months
- [ ] > 9 months

#### Weather Sensitive:
- [ ] Yes
- [ ] No If yes, please explain: ____________________________

#### Utility Plan Review:
- [ ] Correct as Shown
- [ ] Corrections needed
- [ ] Attachments provided for Consultant

#### Corrections necessary on plan sheets:


#### Additional Information requested from Consultant:


#### Please email this form on or before _______ to: _______

#### If relocation is necessary:

- Estimated clear date: ____________________________

  Completed by ____________________________ (utility representative) on _________ (date)

#### Upon completion of relocation:

- Relocation complete on: ____________________________

  Completed by ____________________________ (utility representative) on _________ (date)
## Attachment No.4 to Exhibit "A" - Scope of Services

### Individual Project Name (i.e., Amidon, 21st to 29th Street North)

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<thead>
<tr>
<th>Current Date</th>
<th>Proposed Utility Clear Date (project)</th>
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<tr>
<th>City Design Consultant</th>
<th>Proposed Utility Clear Date (project)</th>
<th>Date of Inception</th>
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<tr>
<td>Elliot Haggard</td>
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<th>Date of Record</th>
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<th>Date of Approval</th>
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<table>
<thead>
<tr>
<th>Proposed Utility Clear Date (project)</th>
<th>Utilities to be Relocated</th>
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<tbody>
<tr>
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</table>

### Westar (Distribution)

#### Location in Project:
(Describe Existing Facilities)

#### Relocation Needs:

#### Comments:

### Westar (Transmission)

#### Location in Project:
(Describe Existing Facilities)

#### Relocation Needs:

#### Comments:
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<tr>
<td>(Describe Existing Facilities)</td>
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<td>Relocation Needs:</td>
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<td>Comments:</td>
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<table>
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<td>Location in Project:</td>
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<tr>
<td>(Describe Existing Facilities)</td>
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<td>Relocation Needs:</td>
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<td>Location in Project:</td>
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<tr>
<td>(Describe Existing Facilities)</td>
</tr>
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<td>Relocation Needs:</td>
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<td>Comments:</td>
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</table>
EXHIBIT "B"

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this Agreement, 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 Agreement, 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 com-
plaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1
through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement
so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department
of Finance as stated above, the contractor shall be deemed to have breached this contract and it may
be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees,
whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars
($5,000) during the fiscal year of said City are exempt from any further Equal Employment Oppor-
tunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provi-
sions 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.
TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 3 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. 3.

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. On September 5, 2017, the City Council approved Supplemental Design Agreement No. 2 for the construction staking and inspection phase for the water improvements.

Analysis: The project has now reached the construction staking and inspection phase for the paving 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 Design 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 $118,400. The cost of the additional services is $11,600, which brings the total design fee to $130,000. Funding is available within the existing budget approved by the City Council on February 7, 2017, and is funded by 100% special assessments.

Legal Considerations: Supplemental Design Agreement No. 3 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. 3 and authorize the necessary signatures.

Attachment: Supplemental Design Agreement No. 3.
SUPPLEMENTAL AGREEMENT NO. 3

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. 472-85342_766386).

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) for HORSEBACK and FARRIER serving Lots 1 through 9, Block A; Lots 6 through 11, Block B, The Paddock at 127th Addition and Lots 1 through 3, Block 6, Equestrian Estates Addition (south of Harry, east of 127th St E) (Project No. 472-85342_766386).

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 (766386): $11,600.00
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 October, 2017.
(c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by December, 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: Drug Court Enhancement Grant Award

INITIATED BY: Municipal Court

AGENDA: Consent

**Recommendation:** Approve the acceptance of the grant award and authorize necessary signatures.

**Background:** The Wichita Municipal Drug Court Program, created in 1995, was one of the first 100 established nationwide and was the first established in Kansas. Drug Court is a pre- and post-adjudicated program that provides a non-traditional, therapeutic approach to dealing with criminal offenders who struggle with substance abuse. The judge, prosecutor, probation officer, treatment provider and defense attorney work together as a team using a non-adversarial approach to encourage and promote substance free behavior. The key components of Drug Court include intensive treatment, regular court appearances, random drug testing, education and counseling. The primary mission of Drug Court is to rehabilitate the participant through intensive drug and alcohol treatment, with accountability and responsibility.

The Drug Court Program is successful, with a two percent recidivism rate among 2015 graduates. Although the program is successful, there is a strong need for Drug Court to provide intensive case management, medication assisted treatment, and transitional housing to those clients that continue to struggle with addiction. The National Association of Drug Court Professionals Adult Drug Court Best Practice Standards recommends intensive case management, drug-free housing, and medication assisted treatment be utilized by Drug Courts to improve client outcomes.

**Analysis:** In February 2017, the U.S. Department of Justice, Bureau of Justice Assistance (BJA) solicited grant proposals for the improvement and enhancement of drug courts. The City of Wichita Municipal Court, with the assistance of COMCARE of Sedgwick County, developed and submitted a grant proposal to provide intensive case management, transitional housing, and medication assisted treatment to high-risk Drug Court participants. BJA has awarded the City of Wichita an enhancement grant to implement the proposal as submitted. Grant funding will help provide intensive case management that bridges the gap between substance abuse counselors, mental health service providers, and the criminal justice system, as well as help the Municipal Court better meet the needs of Drug Court participants. The grant will also fund temporary, supportive and sober housing for men and women who are transitioning from jail and reintegrating into the community, as well as medication assisted treatment for up to 20 people each year that are struggling with opioid addiction and at risk of relapse and reoffending.

**Financial Considerations:** The City of Wichita has been awarded $398,972 under the FY 2017 Drug Court Discretionary Grant Program. Upon acceptance, the grant would pay the salary of a critical case manager that will be employed by Comcare of Sedgwick County, fund transitional housing, and provide at-risk Drug Court clients access to medication assisted treatment. The City of Wichita would provide a 25% in-kind match of $133,333. The in-kind match would be based on the hours City staff dedicates to Drug Court.

**Legal Considerations:** The Law Department has reviewed the Bureau of Justice Assistance Adult Drug Court Discretionary Grant award conditions and approved the same as to form.
**Recommendations/Actions:** It is recommended the City Council approve acceptance of the grant award and authorize the necessary signature.

**Attachment(s):** Bureau of Justice Assistance Adult Drug Court Discretionary Grant award conditions.
September 23, 2017

Mr. Robert Layton
City of Wichita
455 North Main Street
Wichita, KS 67202-1600

Dear Mr. Layton:

On behalf of Attorney General Jeff Sessions III, it is my pleasure to inform you that the Office of Justice Programs has approved your application for funding under the FY 17 Adult Drug Court Discretionary Grant Program: Enhancement in the amount of $398,972 for City of Wichita.

Enclosed you will find the Grant Award and Special Conditions documents. This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

If you have questions regarding this award, please contact:

- Program Questions, Tracy Lee-Williams, Program Manager at (202) 514-1499; and
- Financial Questions, the Office of the Chief Financial Officer, Customer Service Center (CSC) at (800) 458-0766, or you may contact the CSC at ask.ocfo@usdoj.gov.

Congratulations, and we look forward to working with you.

Sincerely,

[Signature]
Alan R. Hanson
Acting Assistant Attorney General

Enclosures
September 23, 2017

Mr. Robert Layton
City of Wichita
455 North Main Street
Wichita, KS 67202-1600

Dear Mr. Layton:

Congratulations on your recent award. In establishing financial assistance programs, Congress linked the receipt of federal funding to compliance with federal civil rights laws. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) is responsible for ensuring that recipients of financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) comply with the applicable federal civil rights laws. We at the OCR are available to help you and your organization meet the civil rights requirements that come with DOJ funding.

Ensuring Access to Federally Assisted Programs

Federal laws that apply to recipients of financial assistance from the DOJ prohibit discrimination on the basis of race, color, national origin, religion, sex, or disability in funded programs or activities, not only in employment but also in the delivery of services or benefits. A federal law also prohibits recipients from discriminating on the basis of age in the delivery of services or benefits.

In March of 2013, President Obama signed the Violence Against Women Reauthorization Act of 2013. The statute amends the Violence Against Women Act of 1994 (VAWA) by including a nondiscrimination grant condition that prohibits discrimination based on actual or perceived race, color, national origin, religion, sex, disability, sexual orientation, or gender identity. The new nondiscrimination grant condition applies to certain programs funded after October 1, 2013. The OCR and the OVW have developed answers to some frequently asked questions about this provision to assist recipients of VAWA funds to understand their obligations. The Frequently Asked Questions are available at http://ojp.gov/about/ocr/vawafaq.htm.

Enforcing Civil Rights Laws

All recipients of federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, are subject to prohibitions against unlawful discrimination. Accordingly, the OCR investigates recipients that are the subject of discrimination complaints from both individuals and groups. In addition, based on regulatory criteria, the OCR selects a number of recipients each year for compliance reviews, audits that require recipients to submit data showing that they are providing services equitably to all segments of their service population and that their employment practices meet equal opportunity standards.
Providing Services to Limited English Proficiency (LEP) Individuals

In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website http://www.lep.gov.

Ensuring Equal Treatment for Faith-Based Organizations

The DOJ regulation, Equal Treatment for Faith-Based Organizations, 28 C.F.R. pt. 38, requires State Administering Agencies (SAAs) to treat faith-based organizations the same as any other applicant or recipient. The regulation prohibits SAAs from making awards or grant administration decisions on the basis of an organization's religious character or affiliation, religious name, or the religious composition of its board of directors.

The regulation also prohibits faith-based organizations from using financial assistance from the DOJ to fund inherently (or explicitly) religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must hold them separately from the program funded by the DOJ, and recipients cannot compel beneficiaries to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please see the OCR's website at http://www.ojp.usdoj.gov/about/ocr/equal_fbo.htm.

SAAs and faith-based organizations should also note that the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 42 U.S.C. § 3789d(c); the Victims of Crime Act of 1984, as amended, 42 U.S.C. § 10604(c); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 42 U.S.C. § 5672(b); and VAWA, Pub. L. No. 113-4, sec. 3(b)(4), 127 Stat. 54, 61-62 (to be codified at 42 U.S.C. § 13925(b)(15)) contain prohibitions against discrimination on the basis of religion in employment. Despite these non-discrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment.

Using Arrest and Conviction Records in Making Employment Decisions

The OCR issued an advisory document for recipients on the proper use of arrest and conviction records in making hiring decisions. See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at http://www.ojp.usdoj.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf. Recipients should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. In light of the Advisory, recipients should consult local counsel in reviewing their employment practices. If warranted, recipients should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plans (EEOPs) (see below).

Complying with the Safe Streets Act

An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEO (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), 205(c)(5)).
Meeting the EEOP Requirement

If your organization has less than fifty employees or receives an award of less than $25,000 or is a nonprofit organization, a medical institution, an educational institution, or an Indian tribe, then it is exempt from the EEOP requirement. To claim the exemption, your organization must complete and submit Section A of the Certification Form, which is available online at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and receives an award of $25,000 or more, but less than $500,000, and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form), but it does not have to submit the report to the OCR for review. Instead, your organization has to maintain the Utilization Report on file and make it available for review on request. In addition, your organization has to complete Section B of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

If your organization is a government agency or private business and has received an award for $500,000 or more and has fifty or more employees (counting both full- and part-time employees but excluding political appointees), then it has to prepare a Utilization Report (formerly called an EEOP Short Form) and submit it to the OCR for review within sixty days from the date of this letter. For assistance in developing a Utilization Report, please consult the OCR's website at http://www.ojp.usdoj.gov/about/ocr/eeop.htm. In addition, your organization has to complete Section C of the Certification Form and return it to the OCR. The Certification Form is available at http://www.ojp.usdoj.gov/about/ocr/pdfs/cert.pdf.

To comply with the EEOP requirements, you may request technical assistance from an EEOP specialist at the OCR by telephone at (202) 307-0690, by TTY at (202) 307-2027, or by e-mail at EEOsubmitsson@usdoj.gov.

Meeting the Requirement to Submit Findings of Discrimination

If in the three years prior to the date of the grant award, your organization has received an adverse finding of discrimination based on race, color, national origin, religion, or sex, after a due-process hearing, from a state or federal court or from a state or federal administrative agency, your organization must send a copy of the finding to the OCR.

Ensuring the Compliance of Subrecipients

SAAs must have standard assurances to notify subrecipients of their civil rights obligations, written procedures to address discrimination complaints filed against subrecipients, methods to monitor subrecipients' compliance with civil rights requirements, and a program to train subrecipients on applicable civil rights laws. In addition, SAAs must submit to the OCR every three years written Methods of Administration (MOA) that summarize the policies and procedures that they have implemented to ensure the civil rights compliance of subrecipients. For more information on the MOA requirement, see http://www.ojp.usdoj.gov/funding/other_requirements.htm.

If the OCR can assist you in any way in fulfilling your organization's civil rights responsibilities as a recipient of federal financial assistance, please contact us.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
    Financial Analyst
1. RECIPIENT NAME AND ADDRESS (Including Zip Code)
   City of Wichita
   455 North Main Street
   Wichita, KS 67202-1500

4. AWARD NUMBER: 2015-DC-BX-0012

5. PROJECT PERIOD: FROM 10/01/2017 TO 09/30/2020
   BUDGET PERIOD: FROM 10/01/2017 TO 06/30/2020

6. AWARD DATE 09/23/2017

7. ACTION Initial

8. SUPPLEMENT NUMBER 00

9. PREVIOUS AWARD AMOUNT $ 0

10. AMOUNT OF THIS AWARD $ 398,972

11. TOTAL AWARD $ 398,972

12. SPECIAL CONDITIONS
    THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT
    This project is supported under FY17 (BJA - Drug Courts) 42 USC 3797u; Pub. L. No. 115-31, 131 Stat 135, 205

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)
    16.585 - Drug Court Discretionary Grant Program

15. METHOD OF PAYMENT
    GPWS

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL
    Alan R. Hanson
    Acting Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL
    Robert Leyton
    City Manager

17. SIGNATURE OF APPROVING OFFICIAL
    [Signature]

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL 19A. DATE

20. ACCOUNTING CLASSIFICATION CODES
    |-------------|-----------|-------------|------|-----------|-----------|--------|
    | X           | B         | DC          | 80   | 00        | 00        | 39872  |

21. SDCUUGT0083

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)
SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

   The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

   Failure to comply with any one or more of these award requirements — whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period — may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

   Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 42 U.S.C. 3795a), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

   Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

2. Applicability of Part 200 Uniform Requirements

   The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2017 award from OJP.

   The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2017 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2017 award.

   For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at https://ojp.gov/funding/Part200UniformRequirements.htm.

   In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

   The recipient agrees to comply with the DOJ Grants Financial Guide as posted on the OJP website (currently, the "2015 DOJ Grants Financial Guide" available at https://ojp.gov/financialguide/DOJ/index.htm), including any updated version that may be posted during the period of performance.
SPECIAL CONDITIONS

4. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after: (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2015, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at https://www.ojp.gov/training/fmtd.htm. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

5. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

6. Requirement to report potentially duplicative funding

If the recipient has either active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.
SPECIAL CONDITIONS

7. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at https://www.sam.gov/. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP website at https://ojp.gov/funding/Explore/SAM.htm (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

8. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP website at https://ojp.gov/funding/Explore/SubawardAuthorization.htm (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

9. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed $150,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, $150,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed $150,000)), and are incorporated by reference here.
10. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP website at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

11. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "2015 DOJ Grants Financial Guide").

12. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

13. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at https://ojp.gov/funding/ojptrainingguidingprinciples.htm.

14. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

15. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.
SPECIAL CONDITIONS

16. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

17. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

18. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38, specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries. Part 38 of 28 C.F.R., a DOJ regulation, was amended effective May 4, 2016.

Among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38 also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of the regulation, now entitled "Partnerships with Faith-Based and Other Neighborhood Organizations," is available via the Electronic Code of Federal Regulations (currently accessible at https://www.ecfr.gov/cgi-bin/ECFR?page=browse), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

19. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.
SPECIAL CONDITIONS

20. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2017)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2017, are set out at https://ojp.gov/funding/Explore/FY17AppropriationsRestrictions.htm, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

21. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award—(1) submitted a claim that violates the False Claims Act, or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by—(1) mail directed to: Office of the Inspector General, U.S. Department of Justice, Investigations Division, 950 Pennsylvanias Avenue, N.W. Room 4706, Washington, DC 20530; (2) e-mail to: oig.hotline@usdoj.gov; and/or (3) the DOJ OIG hotline: (contact information in English and Spanish) at (800) 869-4499 (phone) or (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at https://www.usdoj.gov/oig.
22. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
SPECIAL CONDITIONS

23. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

24. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

25. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

26. The recipient agrees to submit to BJA for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date. Any written, visual, or audio publications, with the exception of press releases, whether published at the grantee's or government's expense, shall contain the following statement: "This project was supported by Grant No. 2017-DC-BX-0012 awarded by the Bureau of Justice Assistance. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice." The current edition of the DOJ Grants Financial Guide provides guidance on allowable printing and publication activities.
SPECIAL CONDITIONS

27. The recipient agrees to comply with OJP grant monitoring guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to OJP all documentation necessary to complete monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP’s grant monitoring activities may result in sanctions affecting the recipient’s DOJ awards, including, but not limited to: withdrawals and/or other restrictions on the recipient’s access to grant funds; referral to the Office of the Inspector General for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

28. Award recipients must verify Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

29. The recipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

30. Approval of this award does not indicate approval of any consultant rate in excess of $650 per day. A detailed justification must be submitted to and approved by the Office of Justice Programs (OJP) program office prior to obligation or expenditure of such funds.

31. Recipient understands and agrees that it must submit quarterly Federal Financial Reports (FFR-425) and semi-annual performance reports through GMS (https://grants.ojp.usdoj.gov), and that it must submit quarterly performance metrics reports through BJA’s Performance Measurement Tool (PMT) website (https://bjapmte.gov). More detailed information on reporting and other requirements, refer to BJA’s website. Failure to submit required reports by established deadlines may result in the freezing of grant funds and High Risk designation.

32. Grantee agrees that assistance funds awarded under this grant will not be used to support any inherently religious activities, such as worship, religious instruction, or proselytization. If the grantee refers participants to, or provides, a non-Federally funded program or service that incorporates such religious activities, (1) any such activities must be voluntary for program participants, and (2) program participants may not be excluded from participation in a program or otherwise penalized or disadvantaged for any failure to accept a referral or service. If participation in a non-Federally funded program or service that incorporates inherently religious activities is deemed a critical treatment or support service for program participants, the grantee agrees to identify and refer participants who object to the inherently religious activities of such program or service to, or provide, a comparable secular alternative program or service.

33. The recipient must comply with applicable requirements to report first-tier subawards (“subgrants”) of $25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subrecipients") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP website at https://ojp.gov/funding/ExploresFFATA.htm (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).
SPECIAL CONDITIONS

34. The recipient understands and agrees that no award or matching funds may be used to provide services for violent offenders as defined in 42 U.S.C. 3797a-2, a "violent offender" means a person who—(1) is charged with or convicted of an offense that is punishable by a term of imprisonment exceeding one year, during the course of which offense or conduct—(A) the person carried, possessed, or used a firearm or dangerous weapon; (B) there occurred the death of or serious bodily injury to any person; or (C) there occurred the use of force against the person of another, without regard to whether any of the circumstances described in subparagraph (A) or (B) is an element of the offense or conduct of which or for which the person is charged or convicted, or (2) has 1 or more prior convictions for a felony crime of violence involving the use or attempted use of force against a person with the intent to cause death or serious bodily harm.

35. Recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse reduction.

36. With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

37. Recipient agrees to develop and maintain a Drug Court Policies and Procedures manual for program operation. The Policies and Procedures manual must be submitted by the end of the first year of the grant period in order to be in compliance with this requirement.

38. The recipient agrees to submit to BJA, by the termination of the award period, an electronic copy of the final evaluation report. The final evaluation report must be submitted to BJA as a "Special Report," via the OJP Grants Management System Progress Reports Module.

39. The recipient is authorized to incur obligations, expend, and draw down funds for travel, lodging, and per diem costs only, in an amount not to exceed $15,000, for the sole purpose of attending a required OJP conference associated with this grant award. The grantee is not authorized to incur any additional obligations, or make any additional expenditures or draw downs until the awarding agency and the Office of the Chief Financial Officer (OCFO) has reviewed and approved the recipient’s budget and budget narrative, and a Grant Adjustment Notice (GAN) has been issued to remove this special condition.

40. The recipient may not obligate, expend, or draw down any award funds until: (1) it has provided to the grant manager for this OJP award either an "applicant disclosure of pending applications" for federal funding or a specific affirmative statement that no such pending applications (whether direct or indirect) exist, in accordance with the detailed instructions in the program solicitation, (2) OJP has completed its review of the information provided and of any supplemental information it may request, (3) the recipient has made any adjustments to the award that OJP may require to prevent or eliminate any inappropriate duplication of funding (e.g., budget modification, project scope adjustment), (4) if appropriate adjustments to a discretionary award cannot be made, the recipient has agreed in writing to any necessary reduction of the award amount in any amount sufficient to prevent duplication (as determined by OJP), and (5) a Grant Adjustment Notice has been issued removing this special condition.
SPECIAL CONDITIONS

41. The recipient may not obligate, expend, or draw down any award funds for indirect costs, unless and until either -- (1) the recipient submits to OJP a current, federally-approved indirect cost rate agreement, or (2) the recipient determines that it is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(c), and advises OJP in writing of both its eligibility and its election.

The financial review of the budget for this award is pending. If the OJP Office of the Chief Financial Officer (OCFO) determines as part of its financial review that the recipient already has submitted the documentation concerning indirect costs described above, this condition will be released through a Grant Adjustment Notice (GAN) upon completion of the OCFO final budget review.

If the OJP OCFO instead determines as part of its financial review that the recipient has not yet submitted the required documentation concerning indirect costs, this condition will not be released until OJP (including its OCFO) receives and reviews a satisfactory submission.
Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Categorical Exclusion for City of Wichita

The Adult Drug Court Discretionary Grant Program is designed to assist states, state courts, local courts, and counties, other units of local government, or Indian tribal governments to implement comprehensive strategies for enhancing drug court capacity by bridging access to both criminal justice and substance abuse treatment funds. None of the following activities will be conducted whether under the Office of Justice Programs federal action or a related third party action:

(1) New construction.
(2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including property (a) listed on or eligible for listing on the National Register of Historic Places, or (b) located within a 100-year flood plain, a wetland, or habitat for an endangered species.
(3) A renovation that will change the basic prior use of a facility or significantly change its size.
(4) Research and technology whose anticipated and future application could be expected to have an effect on the environment.
(5) Implementation of a program involving the use of chemicals.

Additionally, the proposed action is neither a phase nor a segment of a project that when reviewed in its entirety would not meet the criteria for a categorical exclusion. Consequently, the subject federal action meets the Office of Justice Programs' criteria for a categorical exclusion as contained in paragraph 4(b) of Appendix D to Part 61 of Title 28 of the Code of Federal Regulations.
This project is supported under FY17BIA - Drug Courts) 42 USC 3797a, Pub. L. No. 115-31, 131 Stat 135, 205

<table>
<thead>
<tr>
<th>STAFF CONTACT (Name &amp; telephone number)</th>
</tr>
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<tbody>
<tr>
<td>Tracy Lee-Williams</td>
</tr>
<tr>
<td>(202) 514-1499</td>
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<table>
<thead>
<tr>
<th>PROJECT DIRECTOR (Name, address &amp; telephone number)</th>
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<tbody>
<tr>
<td>Dante Martin</td>
</tr>
<tr>
<td>Assistant to the Municipal Court Administrator</td>
</tr>
<tr>
<td>455 North Main Street</td>
</tr>
<tr>
<td>Wichita, KS 67202</td>
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<tr>
<td>(316) 268-4223</td>
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<td>455 North Main Street</td>
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<th>SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)</th>
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<td>The purpose of the Adult Drug Court Discretionary Grant Program (42 U.S.C. 3797a et seq.) is to provide financial and technical assistance to states, state courts, local courts, units of local government, and Indian tribal governments to develop and implement drug court programs that effectively integrate evidence-based substance abuse treatment, mandatory drug testing, sanctions and incentives, and transitional services in a judicially supervised court setting with jurisdiction over substance abusing offenders. The FY 2017 Adult Drug Court Discretionary Grant Program will provide grant funds to jurisdictions to implement or enhance a local drug court program with the following outcomes: reduce the number of persons under criminal justice supervision; reduce the amount of time spent in jail; reduce the amount of time spent on probation; reduce the amount of time spent on parole; reduce re-arrest and re-admittance to prison; increase public trust and confidence in the criminal justice system; improve data collection and analysis; and reduce the occurrence of violence and other crimes. Under Category 2: Enhancement, the grant recipient will use the grant funds to: scale up the drug court program capacity to better meet the actual number of eligible high-risk/high-need offenders in the jurisdiction; enhance existing court operations; expand or enhance court services and improve the quality and/or intensity of offender services such as case management, including drug testing and community supervision; and improve the quality and/or intensity of services based on needs assessments. CA/NCF</td>
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OJP FORM 4000/2 (REV. 4-88)
Recommendation: Approve the project and adopt the bonding resolution.

Background: The Adopted 2017-2026 Capital Improvement Program (CIP) contains $200,000 in 2017 for maintenance improvements. The funding will be used to identify and address maintenance and repair items that affect safety concerns for utilizing the facility in 2018.

Analysis: Prior to the start of the 2017 playing season, Public Works & Utilities conducted a structural analysis of the stadium as a part of the overall facility condition assessment program. That analysis recommended structural reviews of the stadium be conducted annually prior to use of the facility and identified repairs completed to maintain structural integrity for the public use. This project would fund a structural review and allow critical repairs to be completed prior to the 2018 playing season. The improvements from this project would be limited to identify structural safety issues at the complex.

Financial Considerations: The Adopted 2017-2026 CIP includes $200,000 in General Obligation (GO) bond funding for Lawrence Dumont Stadium improvements in 2017. The funding source is the Transient Guest Tax fund.

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

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

Attachments: Budget sheet and bonding resolution.
## Project Request

**CIP**: 0  Non-CIP  CIP YEAR: 2017  **CIP #**: 2017-2026 CIP

**NEIGHBORHOOD IMPROVEMENT**

DEPARTMENT: 13 Public Works & Utilities  DIVISION: Facilities  
FUND: 435 Public Improvements  
COUNCIL DISTRICT: 04 Council District 4  
DATE COUNCIL APPROVED:  
REQUEST DATE: Sep 19, 2017

**PROJECT #: 435515**  PROJECT TITLE: Improvements to Lawrence Dumont Stadium  
PROJECT DETAIL #: 01  PROJECT DETAIL DESCRIPTION: Improvements to Lawrence Dumont Stadium  
OCA #: 795037  OCA TITLE: Improvements to Lawrence Dumont Stadium  
PERSON COMPLETING FORM: Thalia Harrison  PHONE #: 268-4474  
PROJECT MANAGER: Rick Stubbs  PHONE #: 268-4119

- NEW BUDGET  REVISED BUDGET

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**REVENUE TOTAL:** $200,000.00  **EXPENSE TOTAL:** $200,000.00

**NOTES:**

**SIGNATURES REQUIRED**

DIVISION HEAD:  
DEPARTMENT HEAD:  
BUDGET OFFICER:  
CITY MANAGER:  

**DATE:** 9/1/17  DATE: 9/8/17  DATE: 9/28/17
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 hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

**Structural and Safety Repairs for Lawrence Dumont Stadium**

(That includes the targeted structural and other safety repairs necessary to maintain stadium operations for the Lawrence Dumont complex within the City, collectively, the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $200,000 in accordance with plans and specifications therefor prepared under the direction of the Facilities Division Manager and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Facility Division Manager.

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. Effective Date.** This Resolution shall be in full force and effect from and after its adoption by the Governing Body.
ADOPTED by the City Council of the City of Wichita, Kansas, on ________________, 2017.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, City Attorney and Director of Law
RESOLUTION NO. 17-391

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

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

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the “Act”) to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements described as follows:

Structural and Safety Repairs for Lawrence Dumont Stadium
(That includes the targeted structural and other safety repairs necessary to maintain stadium operations for the Lawrence Dumont complex within the City, collectively, the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $200,000 in accordance with plans and specifications therefor prepared under the direction of the Facilities Division Manager and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Facility Division Manager.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.
ADOPTED by the City Council of the City of Wichita, Kansas, on October 24, 2017.

(SEAL)

______________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

SUBJECT: Funding for Cheney Transmission Line Improvements (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the revised budget, and adopt the amending resolution.

Background: The Cheney Reservoir transmission line, which provides a major source of raw water to the City for treatment, was constructed in 1963. The pipeline is approximately 25 miles long and has 38 air relief/air inlet vault structures (ARV’s) along the pipeline. The ARV’s must be adequately sized and function properly for the pipeline to carry required flow. Many of the air releases need replacement or upsizing and the associated vaults lack adequate protection from freezing. The pipeline is 60 inches in diameter, with an estimated remaining service life of 20 years. However, no known condition assessments have been performed on the condition of the pipe since its installation. On February 7, 2017, the City Council approved a contract with Burns and McDonnell for design of the necessary improvements.

Analysis: Currently, the pipeline capacity is less than what Cheney is permitted to supply to the City of Wichita and the restriction adversely impacts pumps and associated energy costs. A hydraulic analysis of field tests was summarized in a September 27, 2017 report by Burns and McDonnell. The report concluded air pockets were a major contributor of capacity loss and recommended air releases be replaced or upsized to increase pumping efficiency. The report also recommended further investigation to determine if additional air releases are needed on long flat sections of the pipe. In addition to the findings of the report, staff recommends a hydraulic analysis be performed across the 30-inch valve at Station 400 to determine if upsizing is required, or if elimination of the valve can occur by modifying the operation of the surge tank. As this pipeline is the only source for transportation of water from Cheney, continued long-term operations are critical to meeting potable water delivery demands.

In review of estimates to improve the transmission line hydraulics and estimate to assess the condition of the line, staff recommends construction for the replacements of the ARV equipment and insulation of the ARV vaults only to be performed at this time.

Financial Considerations: The City Council approved a $500,000 budget for design services on February 7, 2017. The Adopted 2017-2026 Capital Improvement Program includes $1,768,000 in 2017. Staff requests the City Council approve the $1,768,000 in remaining funds at this time for construction services, City staff oversight, and administration. The additional funding brings the total project budget to $2,268,000.

The project will be funded by future revenue bonds or Water Utility cash reserves. If bonds are issued, an additional 8% will be added for bond reserves and financing costs. The project was accounted for in the most recent cost of service analysis and will not impact rates.

Non-destructive testing for soundness on the 54-year old pipe is estimated to cost $3,000,000 which is well beyond the funding available, and cannot be included with this project.
**Legal Considerations:** The Law Department has reviewed and approved the amending resolution as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the revised budget, adopt the amending resolution and authorize the necessary signatures.

**Attachments:** Budget sheet, amending resolution and amending notice of intent.
### Project Request

**CIP** □ Non-CIP □ NEIGHBORHOOD IMPROVEMENT  
CIP YEAR: 2017  
CIP #: Pg 100, Line 3

**DEPARTMENT:** 18 Public Works & Utilities  
**DIVISION:** Production & Pumping  
**FUND:** 544 Water Construction  
**COUNCIL DISTRICT:** 07 All Districts  
**DATE COUNCIL APPROVED:**  
**REQUEST DATE:**

**PROJECT #:** 776081  
**PROJECT TITLE:** Cheney 60-inch Line Air Release Replacement  
**PROJECT DETAIL #:** 01  
**PROJECT DETAIL DESCRIPTION:** Cheney 60-inch Line Air Release Replacement  
**OCA #:** 636272  
**OCA TITLE:** Cheney 60-inch Line Air Release Replacement  
**PERSON COMPLETING FORM:** Joni Chamberlain  
**PHONE #:** 268-4572  
**PROJECT MANAGER:** Stan Breitenbach  
**PHONE #:** 268-4235

**NEW BUDGET** □ **REVISED BUDGET** □

#### Revenue Object Level 3

<table>
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#### Expense Object Level 3

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<td>$2,268,000.00</td>
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</tbody>
</table>

**Total Expense:** $500,000.00 $1,768,000.00 $2,268,000.00

**NOTES:**

**SIGNATURES REQUIRED**

**DIVISION HEAD:**

**DATE:** 10/10/17

**DEPARTMENT HEAD:**

**DATE:** 10/10/17

**BUDGET OFFICER:**

**DATE:** 9/28/17

**CITY MANAGER:**
RESOLUTION NO. 17-____

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 17-033 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 17-033 of the City (the “Prior Resolution”), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Cheney 60-inch Line Air Release Replacement

(the “Project”) at an estimated cost, including related design and engineering expenses of $500,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $540,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”) to be payable from the revenues of the Utility; and

WHEREAS, the City now desires to increase the financing initiated under the Prior Resolution to support additional design and construction phases of the Project, and it is therefore necessary to amend the Prior Resolution.

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

Section 1. Amendment. Sections 1 and 2 of the Prior Resolution are hereby amended to read as follows:
Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Cheney 60-inch Line Air Release Replacement

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of $2,268,000. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or his designee and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $2,449,440 (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution, which were made on or before 60 days before the date of adoption of the Prior Resolution, and to reimburse additional expenditures authorized by this Resolution, made on or before the date 60 days prior to the adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinafore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. Repeal and Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project, Sections 1 and 2 of the Prior Resolution, as they previously existed, are hereby repealed and replaced in their entirety by the amended versions set forth in Section 1 hereof; and the rest and remainder of the Prior Resolution is hereby ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than three-fifths of the members voting in favor thereof, on __________, 2017.
(SEAL)

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

[Signature]

Jennifer Magaña, Director of Law and City Attorney

Jeff Longwell, Mayor
NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 17-_____, on _________________, 2017, (the “Resolution”). The Resolution amended Resolution No.17-033 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair and improve the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed $540,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The City desired to increase the financing initiated under the Prior Resolution to support additional design and construction phases of the Project

Cheney 60-inch Line Air Release Replacement

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of $2,268,000 and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $2,449,440 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on _________________, 2017.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk
RESOLUTION NO. 17-392

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 17-033 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 17-033 of the City (the “Prior Resolution”), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Cheney 60-inch Line Air Release Replacement

(the “Project”) at an estimated cost, including related design and engineering expenses of $500,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $540,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”) to be payable from the revenues of the Utility; and

WHEREAS, the City now desires to increase the financing initiated under the Prior Resolution to support additional design and construction phases of the Project, and it is therefore necessary to amend the Prior Resolution.

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

Section 1. Amendment. Sections 1 and 2 of the Prior Resolution are hereby amended to read as follows:
Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Cheney 60-inch Line Air Release Replacement

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of $2,268,000. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or his designee and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $2,449,440 (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution, which were made on or before 60 days before the date of adoption of the Prior Resolution, and to reimburse additional expenditures authorized by this Resolution, made on or before the date 60 days prior to the adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

Section 2. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Amended Project and to issue the Bonds (the “Notice”); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Amended Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Amended Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Amended Project and issuance of the Bonds.

Section 3. Repeal and Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project, Sections 1 and 2 of the Prior Resolution, as they previously existed, are hereby repealed and replaced in their entirety by the amended versions set forth in Section 1 hereof; and the rest and remainder of the Prior Resolution is hereby ratified and confirmed.

Section 4. Effective Date. This Resolution shall be in full force and effect from and after its adoption by the Governing Body.

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than three-fifths of the members voting in favor thereof, on October 24, 2017.
Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law
and City Attorney
NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 17-392, on October 24, 2017, (the “Resolution”). The Resolution amended Resolution No.17-033 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair and improve the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed $540,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The City desired to increase the financing initiated under the Prior Resolution to support additional design and construction phases of the Project

Cheney 60-inch Line Air Release Replacement

The “Amended Project”) at an estimated cost, including related design and engineering expenses of $2,268,000 and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $2,449,440 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on October 24, 2017.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk
TO: Mayor and City Council

SUBJECT: McAdams Park Field Improvements (District I)

INITIATED BY: Department of Park & Recreation

AGENDA: Consent

Recommendations: Adopt the bonding resolution.

Background: League 42 is a grassroots effort to give any child a chance to play baseball in Wichita. The program continues to grow and gain support. Players are provided with equipment to play and clinics and field trips are also offered to further engage and educate the participants. McAdams Park hosts League 42 because of the existing ball fields, central location and proximity to youth who would benefit from the program and activities.

Analysis: A new artificial turf baseball field and a new restroom/concession stand were built in 2016. The two original baseball fields are over 30 years old and in need of renovation. Improvements will include new dugouts, new net backstops, new chain link perimeter fencing, skinned infields and warning tracks, grading, turf improvements and irrigation. Any remaining funds will be used for batting cages, metal bleachers and electronic scoreboards may also be added.

Financial Considerations: The 2017-2026 Adopted Capital Improvement Program contains $400,000 in 2018 for McAdams Fields improvements. The funding source for this project is General Obligation bonds.

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

Recommendation/Actions: It is recommended that the City Council adopt the bonding resolution and authorize all necessary signatures.

Attachments: Site plan, bonding resolution.
RESOLUTION NO. 17-393

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

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the “Board”); 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:

Labor, material, equipment and expenditures necessary for the improvements and renovation of the two non-artificial turf baseball field at McAdams Park (the “Project”) including new dugouts, net backstops, and chain link perimeter fencing; skinned infield and warning tracks, grading, sod (if required) and irrigation. Additionally, batting cages, metal bleachers and electronic scoreboards as funding allows for the use of the Board and/or City and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $400,000 in accordance with specifications prepared or approved by the City of Wichita.

Section 2. Project Financing. All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of general obligation bonds of the City (the “Bonds”). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on October 24, 2017.
(SEAL)

ATTEST:

______________________________
Karen Sublett, City Clerk

APPROVED AS TO FORM:

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

SUBJECT: Memorandum of Understanding – Kansas Search & Rescue Response System

INITIATED BY: Fire Department

AGENDA: Consent

Recommendation: Adopt the Resolution and approve the Memorandum of Understanding.

Background: The Wichita Fire Department (WFD) has a long history of providing technical rescue services (i.e. swift water, high-angle, confined space rescue) to the residents of Wichita, Sedgwick County, and upon request, to surrounding communities. The WFD has informally worked with the Kansas State Fire Marshal’s Office (KSFM) and the Kansas Search & Rescue (US&R) Response System to provide training, personnel, equipment and emergency response, which involves the location, extrication, and initial medical stabilization of victims trapped or missing as a result of man-made or natural disasters. These events can occur in rural, suburban and densely populated areas. They may be slow in developing, as is the case of a winter storm, or wide area river flooding, or they may be sudden, as in the case of an earthquake, explosion or tornado.

Analysis: Catastrophic events can quickly overwhelm first responders. It is critical that there is a comprehensive, statewide response system in place, which can quickly provide resources for search and rescue operations that are beyond the capability of local responders. These events require a highly coordinated response by personnel specially trained and equipped to deal with the unique challenges presented by collapsed or unstable structures, floods or other complex rescue situations. The WFD does have Rights of Refusal in the event we are committed to an emergency in our own jurisdiction or to an emergency in another jurisdiction pursuant to inter-local agreements, or conditions in our response area are such that adequate emergency services cannot be maintained.

Financial Considerations: The KSFM provides training, exercise and incident response reimbursement, not previously available through informal agreements. Reimbursement is subject to available funding to all participating agencies.

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

Recommendation/Action: It is recommended that the City Council adopt the resolution, approve the MOU with the Kansas State Fire Marshal’s Office and authorize the necessary signatures. The authorized signatures will formalize the City of Wichita’s Fire Department’s participation in the Kansas Search & Rescue Response System.

Attachments: MOU, Resolution
RESOLUTION NO. 17-394

A RESOLUTION AUTHORIZING THE WICHITA FIRE DEPARTMENT TO PARTICIPATE IN THE STATE OF KANSAS URBAN SEARCH AND RESCUE PROGRAM AND APPROVE AN AGREEMENT WITH THE KANSAS OFFICE OF THE STATE FIRE MARSHALL.

WHEREAS, the City of Wichita, Kansas, a municipal corporation duly organized in accordance with the laws of the State of Kansas (“City”) and the Kansas Office of the State Fire Marshall, an executive agency of the State of Kansas, desire to coordinate in training and funding for urban search and rescue related to natural or man-made disasters; and

WHEREAS, Kansas House Bill 2097, enacted in May 2015, authorized the State Fire Marshall to enter into agreements to establish regional search and rescue teams to respond to search and rescue incidents; and

WHEREAS, participation in the State of Kansas Urban Search and Rescue Program (“Program”) will allow the Wichita Fire Department to participate in no-cost statewide training and enable a mechanism for receiving reimbursement from the State of Kansas for cost incurred during a deployment;

WHEREAS, the City desires to join the State of Kansas regional urban search and rescue group for the Wichita Metro area; and

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

SECTION ONE: The City Council hereby authorizes the Wichita Fire Department to become a participating agency in the Program.

SECTION TWO: The Mayor, City Clerk, and Fire Chief are authorized and directed to execute agreements and documents for and on behalf of the City of Wichita, Kansas with the Office of the State Fire Marshal for the Program.
SECTION THREE: This Resolution shall take effect immediately.

Adopted by the City Council this 24th day of October, 2017.

THE CITY OF WICHITA, KANSAS

__________________________________
Jeff Longwell, Mayor

ATTEST:

__________________________________
Karen Sublett, City Clerk

Approved as to form:

__________________________________
Jennifer Magaña, City Attorney and Director of Law
MEMORANDUM OF UNDERSTANDING (MOU)

Between the

Office of the State Fire Marshal (OSFM)

And

City of Wichita Fire Department

a Participating Agency in the

Kansas Search & Rescue Response System

1.0 Purpose
The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to the development and deployment of regional Urban Search & Rescue (US&R) resources.

In particular, this MOU is intended to:
- Coordinate and support the development of comprehensive regional and state response plans that will provide for a coordinated response by regional US&R resources.
- Coordinate regional and state efforts through equipment standardization, training, and operational guidelines for regional US&R resources.
- Maintain consistency and coordination with other regional, state, and federal resources, including federal & state US&R task forces and/or teams.

2.0 Background
Urban Search & Rescue is a multi-hazard discipline that involves the location, extrication, and initial medical stabilization of victims trapped or missing as a result of a man-made or natural disaster. While a tornado or other significant weather event is often the cause, victims can also be trapped by events such as winter storms, mine or bridge collapses, wide area flooding, or a number of other significant events. These events can occur in rural areas, suburban areas, or in densely populated urban areas. They may be slow in developing, as in the case of winter storms or wide area river flooding, or they may be sudden, as in the case of an earthquake, explosion, or tornado.

Since these types of catastrophic events can quickly overwhelm first responders, it is critical that there is a comprehensive statewide response system in place that can quickly provide resources for search and rescue operations that are beyond the capabilities of local responders. These events require a highly coordinated response by personnel specially trained and equipped to deal with the unique challenges presented by collapsed or unstable structures, floods, or other complex rescue situations.
House Bill 2097, which was enacted by the Kansas Legislature in May 2015 and codified at K.S.A. 75-1518, et seq., designated the OSFM as the Administrative Agency for the Kansas Search & Rescue Response System, and authorized the OSFM to enter into agreements to establish regional search and rescue teams to respond to search and rescue incidents. HB 2097 further authorized the OSFM to develop rules and regulations governing the composition, training requirements, response, and operations of those regional search and rescue teams.

The State of Kansas is divided geographically into seven (7) Homeland Security regions: Northwest (NW), Southwest (SW), North Central (NC), South Central (SC), Northeast (NE), Southeast (SE), and the Kansas City Metro (KCM). A US&R resource (Task Force or Team), made up of Participating Agencies and other Individual resources, is being developed and typed according to the National Incident Management System (NIMS) “Resource Typing Definitions for Mass Search and Rescue Operations”. In addition, a Sponsoring Agency has been identified in each region to provide regional oversight and coordination for the US&R resource. This organizational structure and process will maximize coordination and efficiency during a disaster response at the state, regional, or national level.

3.0 Office of the State Fire Marshal Responsibilities

The OSFM agrees to:

- Provide the primary point of contact for interstate or intrastate requests for US&R resources.
- Provide administrative oversight for the typing and credentialing of the regional US&R resources.
- Coordinate and support strategic planning for the development of the Kansas Search Rescue Response System and assist with strategic planning for each regional US&R resource.
- Adopt the national US&R standard for the Kansas Search & Rescue Response System and assist the regional US&R resources in meeting that standard.
- Develop plans, policies & procedures, standard operating guidelines, etc. to support the Kansas Search & Rescue Response System and assist in the development of the same for each regional US&R resource.
- Coordinate the statewide standardization of US&R equipment and personnel through the use of the state’s Comprehensive Resource Management & Credentialing System (CRMCS).
- Provide and maintain system wide communications through policy development and the management of a statewide notification and alerting system.
- Pursue agreements, policies/procedures, etc. that will allow other deployable individuals to respond with the regional US&R resources. Examples include canine handlers, physicians, structural engineers, or other professionals unaffiliated with a Participating Agency.
- Develop other ancillary resources and agreements that will support the regional US&R resources during training, exercise, or disaster response.
- Coordinate and/or deliver the training and exercise required for Participating Agency members to meet the position specific training requirements contained in the national US&R standard.
3.5 Reimbursement

Training/Exercise
- Provide or reimburse costs (registration, POV mileage, lodging, meals) associated with Participating Agency members attending training or exercise authorized by the OSFM. Reimbursement is subject to available budgeted funds and will be determined prior to each event.
- Provide for the replacement of expendable items used by the Participating Agency during training or exercise authorized by the OSFM. Reimbursement is subject to available budgeted funds and will be determined prior to each event.

Incident Response
- Provide reimbursement for each Participating Agency member's regular hourly rate for deployments outside the region, for actual work and travel time beginning with notification and ending with return to the Point of Departure or other designated location. Reimbursement for significant events inside the region may also be available if approved by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Reimburse roundtrip mileage at the current state mileage rate for any deployed vehicle.
- Provide for the replacement of expendable items used by the Participating Agency during an incident response authorized by the OSFM. Reimbursement is subject to funds available in the Emergency Response Fund.
- Assist the Participating Agency in securing other reimbursement that may be available for state to state deployments or federally declared disasters.

4.0 Participating Agency Responsibilities
The Participating Agency agrees to:

- Provide an "enabling authority" to participate in the Kansas Search and Rescue Response System through documentation of resolution, executive order or other such documents as utilized by each Agency's governing body.
- Participate in strategic planning at the agency, regional and state level for the development of a state search and rescue response system.
- Participate in the development and maintenance of a regional US&R resource that is typed according to the NIMS Resource Typing Definitions for Mass Search & Rescue Operations.
- Develop an internal notification system and assist the Sponsoring Agency in maintaining a deployable roster for the regional US&R resource.
- Assist the Sponsoring Agency with the development and maintenance of regional response plans, policies & procedures, standard operating guidelines, etc. as required support the Kansas Search & Rescue Response System.
- Follow policies and procedures set forth in the Kansas Search & Rescue Response System, including the national US&R standard, general and position specific training requirements, participation in regional and state training and exercise, and documentation guidelines.
- Participate in the development and support of regional Homeland Security projects to support the regional US&R resource.
- Provide for the visibility of Participating Agency personnel and equipment designated for deployment as part of the US&R resource through the use of the state's Comprehensive Resource Management & Credentialing System (CRMCS).
• Maintain a personnel file for each Participating Agency member that follows a standardized content and organizational structure designated by the OSFM.

• Ensure that Participating Agency members are prepared to deploy with the regional US&R resource, enabling the US&R resource to respond within 2 hours of notification, with the capability of being self-sufficient for up to 72 hours.

• Maintain the readiness of all Participating Agency equipment and vehicles designated for deployment as part of the US&R resource, including the documentation of appropriate safety inspections, maintenance, and replacement schedules.

• Maintain worker’s compensation insurance on Participating Agency members during authorized training, exercise, or deployment as part of the regional US&R resource or as an individual resource.

• Provide the necessary personal protective equipment and other required equipment for Participating Agency members assigned to the regional US&R resource.

• Provide reimbursement documentation requested by the OSFM within ten (10) business days of the training/exercise event or incident.

5.0 Compliance Standards
Both parties agree to comply with all applicable federal, state, and local statutes and regulations, including the national US&R standard and the National Incident Management System (NIMS).

6.0 Acts of God
Neither party shall be responsible for delay or default caused by fire, riots, acts of God and/or war which are beyond the party’s reasonable control.

7.0 State Tort Claims Act
Upon commencing and while engaged in an authorized search and rescue incident response or while participating in pre-approved training or exercise pursuant to this agreement, members of the Participating Agency shall be deemed to be employees of the OSFM and the State of Kansas, for the purposes of the Kansas Tort Claims Act (KTCA), K.S.A. 75-6101 et seq. For persons who already meet the definition of employee at K.S.A. 75-6102(d) (1), this designation shall be supplemental to and not a substitution for the employee’s pre-existing KTCA coverage and/or liability. This agreement does not in any way waive any sovereign or governmental immunity of the OSFM, the State of Kansas, or the Participating Agency.

The Participating Agency shall immediately give notice in writing to the OSFM of any demand, request, or occurrence that may reasonably give rise to a claim against the Participating Agency, the OSFM, or State of Kansas. The Participating Agency shall follow the procedural requirements for notice to the Attorney General and all other provisions of the tort claims act, K.S.A. 75-6101, et seq.

8.0 Severability
If any provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the agreement did not contain the particular provision held to be invalid.
9.0 Confidentiality
Each party agrees that except as otherwise required by law, they shall not disclose each other's confidential information to a third party without the written consent of the other party. The rights and obligations set forth herein shall survive termination of the agreement. Any duty under this sub-section shall be subject to and interpreted consistently with the Kansas Open Records Act, K.S.A. 45-201 et seq. and other provisions of law.

10.0 Amendments
The terms of this agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever without the prior written approval of both the OSFM and the Participating Agency.

11.0 Right of Refusal
The Participating Agency agrees to respond to all OSFM requests as part of the regional US&R resource except when the Participating Agency's resources are committed to an emergency in its own jurisdiction or committed to an emergency in another jurisdiction pursuant to existing inter-local agreements, or conditions in the Participating Agency's response area are such that adequate emergency services cannot be maintained. In that event, the local response and concerns shall have priority.

The Participating Agency is responsible for ensuring that the Sponsoring Agency and/or Duty Officer maintains ongoing situational awareness of the Participating Agency's status and ability to respond as part of the regional US&R resource.

12.0 Termination
This agreement may be terminated by mutual consent of both parties at any time or by either party upon thirty (30) days advance notice in writing.

13.0 Approvals
Participating Agency's representative certifies by their signature herein that he/she has the necessary and lawful authority to enter into this agreement with the Office of the State Fire Marshal.

City of Wichita
Fire Department

__________________________________________
Participating Agency Representative

__________________________________________
Doug Jorgensen
Office of the State Fire Marshal

__________________________________________
Date

__________________________________________
Date
TO: Mayor and City Council

SUBJECT: MiLB Baseball Consultant Contract

INITIATED BY: Office of Economic Development

AGENDA: Consent

**Recommendation:** Approve the baseball consultant contract with Beacon Sports Capital Consulting Partners, LLC (Beacon).

**Background:** Over the past year the City has explored the possibility of attracting affiliated baseball to Wichita. In anticipation of the effort to attract a new team, the City established a STAR (Sales Tax and Revenue) Bond District and a West Bank TIF (Tax Increment Finance) District to provide financial tools to help redevelop Lawrence Dumont Stadium and the area surrounding.

**Analysis:** Staff over the course of the summer, with the assistance of Beacon Sports, conducted preliminary research into baseball market comparisons, league (A, AA, AAA) comparisons, recent baseball stadium designs and costs, as well as collecting together critical information in anticipation of formal communication with leagues and/or teams. Based on the encouraging findings, City staff have reached the conclusion that, due to Minor League Baseball (MiLB) rules and protocols, it is necessary to formally contract with a specialized baseball consultant. The pool of qualified baseball consultants is very limited. Beacon was one of two baseball consultants who were interviewed by the City that had the direct experience, contacts and expertise in formally contacting and negotiating with league(s) officials and/or teams. Beacon’s primary responsibility will be to officially contact and negotiate with interested leagues and team ownership executives on behalf of the City with the goal of securing the return of affiliated baseball to Wichita.

**Financial Considerations:**
The recommended contract will not exceed $50,000. Funding is available within the 2017-2018 Adopted Budget for the Transient Guest Tax Fund. The services to be provided per this contract, and those already contracted and provided under the City Manager’s authority, are eligible expenditures of Transient Guest Tax revenue per Charter Ordinance 221.

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

**Recommended Action:**
It is recommended that the City Council approve the contract with Beacon Sports Capital Consulting, LCC, and authorize the necessary expenditures and related budget adjustments.

**Attachments:** City of Wichita/Beacon Sports Capital Consulting, LLC contract
This Wichita Representation Agreement ("Agreement") is made and entered into as of the 24th day of October, 2017 by and between Beacon Sports Capital Partners, LLC, a corporation registered to do business in Kansas ("Beacon Sports"), 1233 Highland Avenue, Suite B, Needham, MA 02492 and the City of Wichita, KS, City Hall, 455 N Main Street, Wichita, KS 67202 ("Wichita").

**WITNESSETH:**

This Agreement is made with reference to the following facts:

A. Beacon Sports is engaged in the business of providing investment banking and financial advisory services to professional sports franchises, municipalities and companies in the United States;

B. Wichita is seeking to enter into an agreement for an affiliated Minor League Baseball ("MiLB") team to relocate to Wichita and play its home games in a new ballpark located in the City (hereinafter defined as the “Assignment”);

C. Wichita desires to retain Beacon Sports as its advisor and exclusive representative for the Assignment, and perform such other advisory services as are mutually agreed upon between the two parties.

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

1. **ENGAGEMENT.** Wichita hereby retains Beacon Sports as its Advisor and exclusive representative for the Assignment.

2. **DUTIES OF BEACON SPORTS.** Beacon Sports shall act as a liaison and intermediary for Wichita. Beacon Sports agrees that it is not an agent of Wichita and may not bind or obligate Wichita in any way. Both Beacon Sports and Wichita agree to keep each other informed as to the status of all contacts, discussions, and negotiations with any prospective team owner, prospective buyer/investor, and MiLB officials. Beacon Sports will use its best efforts and endeavor to assist Wichita in obtaining and having present to it qualified offers on terms that are acceptable to Wichita, but makes no representation regarding the successful outcome of this Assignment. Beacon Sports will perform the following on behalf of Wichita:
Beacon Sports specifically agrees to:

- With market intelligence from experienced architects, construction companies and project managers in the MiLB space, assist in preparing a preliminary capital budget for the new Ballpark prior to the Request for Qualification and Proposal processes and signing of the MOU referenced below;
- Prepare and draft a non-binding Memorandum of Understanding between the City and chosen MiLB owner outlining such items as a.) terms and conditions of a venue lease agreement, b.) capital requirements of both the City and Team ownership for the new ballpark, c.) contingencies like financing, MiLB and City Council approvals, d.) estimated cost and configuration of the proposed ballpark, and e.) real estate development options surrounding the new ballpark for the MiLB team ownership;
- Assist the City in the formal MiLB baseball approval process for relocation of a MiLB team to Wichita. This may include preparing presentations and attending meetings along with City representative with MiLB executives, League Presidents and key MiLB owners in the relocation approval process;
- On behalf of the City, assist in formal stadium lease negotiations with a selected MiLB team ownership that may include items such as a.) term, b.) amount of rent/revenue sharing, c.) amount of Team’s investment in the new ballpark, d.) obligations for maintenance, capital repairs and improvements at the Ballpark, e.) real estate development rights surrounding the new ballpark, f.) concessions agreements, g.) parking agreements and ,h.) any pertinent marketing/advertising agreements including the sale of naming and pouring rights. Beacon’s objective would be to assist in finalizing a lease agreement that limits the City’s financial exposure in a prudent manner;
- At the appropriate time identify individuals and parties for a local ownership/investment group in the MiLB team; and,
- Any other services mutually agreed upon.

3. **TERM.** The initial term of this Agreement (“Initial Term”) shall commence on the date set forth above and terminate one year thereafter. The entire time period that this Agreement is in effect, and any portion thereof, shall be referred to herein as the "Term".

4. **TERMINATION.** Wichita may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

5. **COMPENSATION.** In consideration of the financial and other advisory services to be performed by Beacon Sports hereunder, Wichita agrees to pay Beacon Sports a rate of $300.00 per hour each for the services of Richard W. Billings, Jr. and Gerald Sheehan, and $175.00 per hour for the services of Christopher C. Billings. Beacon
Sports will submit detailed invoices including its services performed to Wichita on a monthly basis. Wichita will remit payment to Beacon Sports within thirty days (30) after receipt of such invoices.

Wichita also agrees to reimburse Beacon Sports for all its pre-approved out-of-pocket expenses relating to its services hereunder, including travel, and lodging, etc., within thirty (30) days after receipt by Wichita of appropriate documentation supporting these expenses.

The parties agree that compensation for achieving satisfactory progress in completing the tasks as described above shall not exceed $50,000.

Should the parties mutually agree to additional efforts either as described above or other tasks identified, the parties agree that compensation (including expense reimbursement) for this additional performance shall not exceed $50,000. Such an agreement would take the form of a separate document and subject to the parties’ further negotiations and City Council approval.

Compensation and reimbursement of out-of-pocket expenses to Beacon Sports in excess of $50,000 requires the further written approval of Wichita City Council.

6. **CONFIDENTIALITY.** Subject to and except where any legal requirements are imposed on Beacon Sports compelling disclosure, except for disclosures to Team owners and MiLB officials or their representatives, and except to the extent such information is generally available to the public at large other than as a result of disclosure by Beacon Sports, or received by Beacon Sports from a source not known by Beacon Sports to be bound by a duty of confidentiality with respect to such information, Beacon Sports shall consider all information received from Wichita pursuant to this Agreement as proprietary and confidential. Similarly, subject to and except where any legal requirements are imposed on Beacon Sports compelling disclosure, except for disclosures to MiLB officials and team owners or their representatives, and except to the extent such information is generally available to the public at large other than as a result of disclosure by Wichita or received by Wichita from a source not known by Wichita to be bound by a duty of confidentiality with respect to such information, Wichita shall consider all information received from or at the direction of Beacon Sports pursuant to this Agreement regarding Beacon Sports and MiLB as proprietary and confidential, subject to Wichita’s obligations under the Kansas Open Records Act and the order of any court with lawful jurisdiction.

7. **MUTUAL REPRESENTATIONS AND WARRANTIES.**
(i) Beacon Sports warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Beacon Sports will not violate any rights of, agreements with, or obligations to any third parties; (c) Beacon Sports will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Beacon Sports will not circumvent or otherwise frustrate the intent of this Agreement.

(ii) Wichita warrants and represents that (a) it has full authority to make and perform this Agreement in accordance with its terms; (b) the making or performance of this Agreement by Wichita will not violate any rights of, agreements with or obligations to any third parties; (c) Wichita will comply with all applicable laws, rules and regulations relating to the Agreement; and (d) Wichita will not circumvent or otherwise frustrate the intent of this Agreement.

8. MUTUAL INDEMNIFICATION. Beacon Sports and Wichita each agree the party at fault shall hold the other party harmless from and against and shall indemnify fully, if applicable, from any and all losses, claims, damages, liabilities, costs, expenses and fees, including, without limitation, reasonable attorneys’ and paralegals’ fees incurred in the context of any court, arbitration, administrative or other proceeding, together with the costs incurred in such proceeding (individually and collectively, “Costs”) arising from or relating to breach of this Agreement by such indemnifying party.

9. PUBLIC ANNOUNCEMENTS. Notwithstanding anything contained in this Agreement to the contrary, subject to regulatory restrictions, the parties agree that any announcement of any agreement relating to Assignment during the term of this agreement (excluding any thirty-day period following a Notice of Intent to Terminate) shall be made jointly and mutually by the parties. If a successful closing under the Assignment occurs after the term of this agreement and as a result of this agreement, absent a notice of termination by Wichita, Beacon Sports may publicly announce and/or advertise any agreement hereunder for which a closing has occurred but first shall notify Wichita in writing of its intent to publicly announce and/or advertise any agreement hereunder for which a closing has occurred. Wichita shall mention the role of Beacon Sports favorably in key public announcements it may make regarding any completed Assignment hereunder absent a Notice of Termination by Wichita.

10. NONDISCRIMINATION BY CONTRACTOR. During the performance of this Agreement, the Consultant agrees that it will not discriminate against any employee participant or applicant for services because of race, color, religion, sex, age, disability, ancestry or national origin. The City’s anti-discrimination
requirements, provided as Exhibit A, are made a part of this Agreement by reference.

12. **INDEPENDENT CONTRACTOR.** Consultant acknowledges that services rendered under this Agreement shall be performed by him as an independent contractor. Consultant is responsible for the payment of all federal, state, and local income taxes related to his fees for service.

13. **GOVERNING LAW.** This Agreement and all matters related hereto shall be governed by the internal laws of the State of Kansas without reference to conflicts of laws principles or principles of community.

14. **NOTICES.** Any notice from one party to the other sent and received within the United States, shall be sent (a) via first class certified mail, return receipt requested or (b) via nationally-recognized overnight courier capable of verifying delivery, marked for next business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt, (ii) the date such mail is refused (iii) the date such mail is returned or (iv) three (3) days following deposit with the U.S. Postal Service. Notices sent or received outside the United States shall be sent via internationally-recognized overnight courier capable of verifying delivery, marked for second business day delivery and shall be deemed received upon the earlier of (i) the date of actual receipt or (ii) two (2) business days following deposit with such courier. Herein, “business day” means a day on which such courier is open for business within the jurisdiction to which notice is delivered. Notices shall be in writing, addressed to the person to be noticed at the address below or to such other person and/or address as may be designated from time to time in writing by such party to be noticed, and all applicable courier or postage fees shall be prepaid by the noticing party.

<table>
<thead>
<tr>
<th>If to Beacon Sports Capital Partners, LLC:</th>
<th>If to Client</th>
</tr>
</thead>
<tbody>
<tr>
<td>1233 Highland Avenue, Suite B</td>
<td>City Hall, 455 N Main Street</td>
</tr>
<tr>
<td>Needham, MA 02492</td>
<td>Wichita, KS 67202</td>
</tr>
<tr>
<td>Attention: Gerald G. Sheehan.</td>
<td>Attn: Scot Rigby</td>
</tr>
<tr>
<td>Phone: (781) 449-4996</td>
<td>Phone: (316) 269-4702</td>
</tr>
</tbody>
</table>

15. **SEVERABILITY.** The invalidity or illegality of any provision or term contained in or made a part of this Agreement shall not affect the validity of the remainder of this Agreement.

16. **ENTIRE AGREEMENT/CONSTRUCTION.** This Agreement contains all of the terms agreed upon by the parties with respect to the subject matter hereof, and there are no representations or understandings between the parties except as provided
herein. This Agreement may not be amended or modified in any way except by writing duly executed by both parties. This Agreement may not be assigned by either party except upon prior written agreement by the other party. Furthermore, both parties have negotiated the terms of this Agreement and have had the opportunity to engage counsel to review the same. Accordingly, this Agreement shall not be construed more strongly in favor or against either party hereto. The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

17. **WAIVER.** No waiver of a breach of or default under any provision of this Agreement shall be deemed a waiver of any other breach or default under the same or any other provision of this Agreement.

18. **FAX COUNTERPARTS.** The parties may enter this Agreement by signing any one or more counterparts, all of which shall constitute one and the same instrument. This Agreement shall become effective when one or more counterparts shall have been executed by each party and delivered to each other party. This Agreement may be delivered to such other parties via fax. Any party’s faxed signature shall be deemed an original and binding signature as of the date set forth above.

19. **HEADINGS.** The headings in this Agreement are inserted for convenience only and shall not affect the construction hereof.

20. **AUTHORITY.** The signatories to this Agreement are the duly authorized agents of the parties hereto, and the transactions effected hereby have been duly authorized by all appropriate action of each party.

THE PARTIES HERETO have caused this Agreement to be executed as of the date indicated above.

**BEACON SPORTS CAPITAL PARTNERS, LLC**

BY: ________________________________

Gerald G. Sheehan
President

**CITY OF WICHITA, KANSAS**

BY: ________________________________

Jeff Longwell, Mayor
TO: Mayor and City Council

SUBJECT: Janitorial Services for Various City Facilities (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve a nine-month extension of custodial services contracts.

Background: Since 1994, the City of Wichita has maintained contracts for custodial services. The majority of these contracts were last approved by the City Council on September 23, 2014, and other services have since been added. The existing contracts for custodial services are as follows: Wilson Building Maintenance Inc. provides custodial services for the outside park restrooms, Buffalo Splash Pad Restrooms and Police stations. AAA Commercial Janitorial provides custodial services for the Animal Control Facility. Able Janitorial provides custodial services for the Environmental Health building, Athletic Field restrooms, Property & Evidence and Central Maintenance Facility Complex. Stephens Industries Inc. DBA Air Capital Building Maintenance provides custodial services for the Central Public Library, Old Town and Water Walk parking garages and restrooms, Wichita Fire Department (WFD) Regional Training Facility, park community facilities and Mid-America All Indian Center.

Analysis: In response to the expiration of the current contracts on October 30, 2017, it is the intent of the Department of Public Works & Utilities to solicit Request for Proposals (RFPs) for new custodial services contracts. The proposed nine-month extension would expire on July 31, 2018, and would allow the Department to initiate the RFP and selection process while allowing current vendors to continue servicing City facilities without interruption.

Financial Considerations: The estimated cost for the contracted janitorial services provided for the various City facilities is $525,000 for the extended nine-month term. Funding for these costs is budgeted and available in the Facilities Maintenance operating budget within Public Works & utilities.

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

Recommendations/Actions: It is recommended that the City Council approve the extension of custodial services contracts and authorize the necessary signatures.

Attachment: Contract extensions.
Wilson Building Maintenance, Inc.  
624 E. 1st  
Wichita, KS 67202-7202

October 24, 2017  
BP740042

Ladies &/or Gentlemen:

The City of Wichita wishes to extend its contract dated May 18, 2017 with your firm [Vendor Code Number – 809007-001] to provide **Janitorial Services for Police Substations** (Formal Proposal – FP540002) for the Public Works & Utilities Department / Fleet & Facilities Division. This is to be per your proposal and specifications of May 18, 2017.

The **extension** of this contract shall be for a nine (9) month period, from **November 1, 2017 through July 31, 2018** under the same terms and conditions by mutual agreement of both parties. This contract extension was approved by City Council on October 24, 2017.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement which is attached and made a part of this contract by reference hereto.

If you are in full agreement with the extension of this contract, please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing office. The second copy should be retained for your files.

Sincerely,

Melinda A. Walker  
Purchasing Manager

MAW/LH/sb  
Attachment

WILSON BUILDING MAINTENANCE, INC.

---

**Signature**  
**Print Name**

**Title (President or Corporate Officer)**  
**Telephone Number**

---

**Purchasing Office**  
City Hall · 12th Floor · 455 North Main · Wichita, Kansas 67202-1679  
T 316.268.4636  F 316.268.4656

www.wichita.gov
Wilson Building Maintenance, Inc.
624 E. 1st
Wichita, KS 67202-7202

Ladies &/or Gentlemen:

The City of Wichita wishes to extend its contract dated September 23, 2014 with your firm [Vendor Code Number – 809007-001] to provide Janitorial Services for Outside Park Restrooms – Group 3 (Formal Proposal – FP440037) for the Public Works & Utilities Department / Fleet & Facilities Division. This is to be per your proposal and specifications of June 26, 2014, and as approved by City Council on September 23, 2014.

The extension of this contract, and contract amendment dated June 24, 2016, shall be for a nine (9) month period, from November 1, 2017 through July 31, 2018 under the same terms and conditions by mutual agreement of both parties. This contract extension was approved by City Council on October 24, 2017.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement which is attached and made a part of this contract by reference hereto.

If you are in full agreement with the extension of this contract, please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing office. The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAW/LH/sb
Attachment

WILSON BUILDING MAINTENANCE, INC.

Signature

Print Name

Title (President or Corporate Officer)

Telephone Number

Purchasing Office
City Hall • 12th Floor • 455 North Main • Wichita, Kansas 67202-1679
T 316.268.4636  F 316.268.4656
www wichita gov
Able Janitorial, Inc.
1927 S. Hydraulic
Wichita, KS 67211

Ladies &/or Gentlemen:

The City of Wichita wishes to extend its contract dated September 23, 2014 with your firm [Vendor Code Number – 801294-001] to provide Janitorial Services for Janitorial Services for Environmental Health, 1900 E. 9th (Group 2), Athletic Fields Various Locations within Wichita, Kansas (Group 4), Property & Evidence, 410 S. Waco (Group 9) and Central Maintenance Facility Complex – Group 12 (Commodity Code Number (Formal Proposal – FP440037) for the Public Works & Utilities Department / Fleet & Facilities Division. This is to be per your proposal and specifications of June 26, 2014, and as approved by City Council on September 23, 2014.

The extension of this contract (contract amendments dated July 1, 2015, March 1, 2016 and May 26, 2017 inclusive) shall be for a nine (9) month period, from November 1, 2017 through July 31, 2018, under the same terms and conditions by mutual agreement of both parties. This contract extension was approved by City Council on October 24, 2017.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement which is attached and made a part of this contract by reference hereto.

If you are in full agreement with the extension of this contract, please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing office. The second copy should be retained for your files.

Sincerely,

[Signature]

Melinda A. Walker
Purchasing Manager

MAW/LH/sb
Attachment

ABLE JANITORIAL, INC.

Signature

Print Name

Title (President or Corporate Officer)

Telephone Number

Purchasing Office

City Hall · 12th Floor · 455 North Main · Wichita, Kansas 67202-1679

T 316.268.4636 F 316.268.4656

www.wichitapublicscr.gov
Department of Finance

Stephens Industries, Inc.
DBA Air Capital Building Maintenance Company
2822 E. 31st Street S.
Wichita KS 67216

October 24, 2017
BP440081

Ladies &/or Gentlemen:

The City of Wichita wishes to extend its contract dated September 23, 2014 with your firm [Vendor Code Number – 810098-001] to provide Janitorial Services for Central Public Library, 233 S. Main (Group 1), Old Town and Waterwalk Parking Garages and Restrooms, Various Locations within Wichita, Kansas (Group 6), Wichita Fire Department Regional Training Facility, 4780 E. 31st South, Wichita, Kansas (Group 7), Park Community Facilities – Various Locations within Wichita, Kansas (Group 10) and Mid America All Indian Center, 650 N. Seneca, Wichita Kansas (Group 11) (Commodity Code Number – 91039) (Formal Proposal – FP440037) for the Public Works & Utilities Department / Fleet & Facilities Division. This is to be per your proposal and specifications of June 26, 2014, and as approved by City Council on September 23, 2014.

The extension of this contract, and contract amendments dated October 9, 2015 and March 1, 2016, shall be for a nine (9) month period, from November 1, 2017 through July 31, 2018, under the same terms and conditions by mutual agreement of both parties. This contract extension was approved by City Council on October 24, 2017.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement which is attached and made a part of this contract by reference hereto.

If you are in full agreement with the extension of this contract, please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing office. The second copy should be retained for your files.

Sincerely,

Melinda A. Walker
Purchasing Manager

MAW/LH/sb
Attachment

STEPHENS INDUSTRIES, INC.
DBA AIR CAPITAL BUILDING MAINTENANCE COMPANY

__________________________
Signature

__________________________
Print Name

__________________________
Title (President or Corporate Officer)

__________________________
Telephone Number

Purchasing Office
City Hall • 12th Floor • 455 North Main • Wichita, Kansas 67202-1679
T 316.268.4636  F 316.268.4656
www.wichitaggov
AAA Commercial Janitorial  
2201 S. Anna Street, Lot #16 
Wichita, KS  67209

Ladies &/or Gentlemen:

The City of Wichita wishes to extend its contract dated September 23, 2014 with your firm [Vendor Code Number – 829519-002] to provide Janitorial Services for Animal Control Facility – Group 5 (Formal Proposal – FP440037) for the Public Works & Utilities Department / Fleet & Facilities Division. This is to be per your proposal and specifications of June 26, 2014, and as approved by City Council on September 23, 2014.

The extension of this contract shall be for a nine (9) month period, from November 1, 2017 through July 31, 2018 under the same terms and conditions by mutual agreement of both parties. This contract extension was approved by City Council on October 24, 2017.

The vendor agrees to comply with the Non-Discrimination and Equal Opportunity Statement which is attached and made a part of this contract by reference hereto.

If you are in full agreement with the extension of this contract, please have the president or a corporate officer of your company sign and return one copy of this letter to our Purchasing office. The second copy should be retained for your files.

Sincerely,

[Signature]

Melinda A. Walker
Purchasing Manager

MAW/LH/sb
Attachment

AAA COMMERCIAL JANITORIAL
TO: Mayor and City Council

SUBJECT: VAC2017-00024 – City Vacation of 15 Feet of Platted Setback for Two Parcels at 3500 and 3536 North Santa Fe Avenue (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (12-0) subject to staff recommendations.

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.
**Background:** The applicant proposes to vacate the inside 15 feet of the platted 35-foot building setback located on and running parallel to the west property lines of the Fleming Company Addition. If approved, the building setback would thereafter stand at 20 feet from the west property line. The site and all adjoining and adjacent parcels are zoned GI General Industrial. The Unified Zoning Code has a minimum front setback of 20 feet from the property line. The applicant’s request would move the building setback line from the platted setback, but would still be compliant with the requirements of the zoning code. There are no public utilities in the area proposed to be vacated.

**Analysis:** On August 10, 2017, the Metropolitan Area Planning Commission (MAPC) recommended approval of the request (12-0). On July 27, 2017, the Subdivision Committee recommended approval (6-0) to the MAPC. No members of the public spoke at the MAPC hearing or its Subdivision Committee meeting.

No protest petitions were submitted concerning the vacation. The request can be approved with a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**
- Vacation Order
BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PORTION )
OF PLATTED BUILDING SETBACK )
) )
) GENERALLY LOCATED ON THE NORTHEAST CORNER ) VAC2017-00024
OF 34TH STREET NORTH AND SANTA FE AVENUE )
) )
) MORE FULLY DESCRIBED BELOW )

VACATION ORDER

NOW on this 24th day of October, 2017, comes on for hearing the petition for vacation
filed by Phil Meyer of Baughman Company on behalf of the land owners Millenia Productions,
LLC, praying for the vacation of described portion of a platted building setback, to-wit:

The east 15.00 feet of the west 35.00 feet of the south 207.30 feet of Lot 1, Fleming Company
Addition to Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true
nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in
The Wichita Eagle on July 20, 2017, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described
portion of the platted building setback and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any
owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portion of the platted building setback should be
approved.
IT IS, THEREFORE, BY THE CITY COUNCIL, on this 24th day of October, 2017, ordered that the described portion of the platted building setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

____________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

Approved as to Form:

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

SUBJECT: VAC2017-00026 – City Vacation of a Portion of 15-Foot Alley, Generally Located 140 Feet South of the Southwest Corner of East Central Avenue and North Terrace Drive. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (9-0) subject to staff recommendations.

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.
**Background:** The applicants are requesting the vacation of all of the platted alley located between North Terrace Drive (Burnett Street) and North Pershing Avenue (Lucile Avenue), one parcel south of East Central Avenue, as platted in Prospect Place Addition to Wichita, Kansas. The goal of this vacation is to allow the business along the northern boundary of the alley to expand its parking lot. The alley is not paved or improved.

The purpose of the parking lot expansion is to provide room for planned future expansion of the building to the north. The applicant explains that in the future there will be an addition to the building, which will push the parking to the south, approval of this vacation would provide room for the southern row of parking to move and accommodate the building expansion.

**Analysis:** On August 24, 2017, the Metropolitan Area Planning Commission (MAPC) recommended approval of the request (9-0). On August 17, 2017, the Subdivision Committee recommended approval (6-0) to the MAPC. No members of the public spoke at the MAPC hearing or its Subdivision Committee meeting.

No protest petitions were submitted concerning the vacation. The request can be approved with a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachments:**
- Vacation Order
- Restrictive Covenants
- Utility Easement
BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTED
15 FOOT ALLEY

GENERALLY LOCATED 140 FEET SOUTH OF THE
SOUTHEAST CORNER OF EAST CENTRAL AVENUE
AND NORTH TERRACE DRIVE

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 24th day of October, 2017, comes on for hearing the petition for vacation
filed by Mark Savoy on behalf of the land owners David Todd with DDW, LLC and John and
Laura Bianco, praying for the vacation of described portion of a platted building setback, to-wit:

All of the 15 foot Alley lying South of and adjacent to Lots 24, 26, 28, 30, and 32 on Central
Avenue and lying North of and adjacent to the North line of Lot 1, on Burnett Street, now
Terrace Drive, and West of the West line of Lot 1, on Burnett Street, now Terrace Drive,
extended North in Central Avenue Subdivision in Prospect Place Addition to Wichita, Kansas.

The City Council, after being duly and fully informed as to fully understand the true
nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in
The Wichita Eagle on August 3, 2017, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described
portion of the platted building setback and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any
owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described platted alley should be approved.
IT IS, THEREFORE, BY THE CITY COUNCIL, on this 24th day of October, 2017, ordered that the described platted alley is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

____________________________
Jeff Longwell, Mayor

ATTEST:

____________________________
Karen Sublett, City Clerk

Approved as to Form:

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

SUBJECT: VAC2017-00027 – City Vacation of a Platted 35-Foot Setback for an Attached Two Car Garage (27’ X 26’); in SF-5 Residential; Generally Located North of East Harry Street and West of Brookhaven Street East of South 143rd Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

**MAPC Recommendation:** The MAPC recommended approval of the request (13-0) subject to staff recommendations.

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request.
**Background:** The applicant proposes to vacate the interior 10 feet of the platted 30-foot front yard building setback. If approved, the building setback would thereafter stand at 20 feet from the north property line. The site and all adjoining and adjacent parcels are zoned SF-5 Single Family. The Unified Zoning Code requires a front yard setback of 25 feet. This application would result in a setback of five feet under the zoning code standard. However, if the platted setback were not in place and the applicant were seeking a five yard setback reduction from the base zoning, which that distance would allow for this case to be handled via an Administrative Adjustment. Because this is a platted setback, the vacation is the only action required to facilitate the setback reduction. There are no public utilities in the area proposed to be vacated.

**Analysis:** On September 9, 2017, the Metropolitan Area Planning Commission (MAPC) recommended approval of the request (13-0). On August 31, 2017, the Subdivision Committee recommended approval (6-0) to the MAPC. No members of the public spoke at the MAPC hearing or its Subdivision Committee meeting.

No protest petitions were submitted concerning the vacation. The request can be approved with a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

**Legal Considerations:** The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

**Recommendation/Actions:** It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

**Attachment:**
- Vacation Order
BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTED BUILDING SETBACK
GENERALLY LOCATED NORTH OF EAST HARRY STREET AND WEST OF BROOKHAVEN STREET EAST OF SOUTH 143RD STREET EAST
MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 24th day of October, 2017, comes on for hearing the petition for vacation filed by Brad and Carole Mehlinger, praying for the vacation of described platted building setback, to-wit:

The south ten feet of the platted 30 foot front yard setback, Lot 13, block 4, Timber Lakes 3rd Addition, Sedgwick County.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on August 17, 2017, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portion of the platted building setback and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described building setback should be approved.
IT IS, THEREFORE, BY THE CITY COUNCIL, on this 24th day of October, 2017, ordered that the described platted alley is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

______________________________
Jeff Longwell, Mayor

ATTEST:

______________________________
Karen Sublett, City Clerk

Approved as to Form:

______________________________
Jennifer Magana, City Attorney and Director of Law
Agenda Item No. II-16

City of Wichita
City Council Meeting
October 24, 2017

TO: Mayor and City Council

SUBJECT: VAC2017-00029 – City Vacation of a Platted Drainage Reserve Generally Located Approximately Half a Mile Southwest of the Intersection of East 21st Street North and North 143rd Street East. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (11-0).

Staff Recommendation: Staff recommends approval of the vacation request.
Background: The applicant proposes to vacate a portion of a platted drainage reserve, located in Lot 63, Block 2, Krug South Addition. The proposed vacated portion of the drainage reserve is no longer located inside of the FEMA Flood Zone. The applicant wishes to build a swimming pool within the proposed vacated drainage reserve. Stormwater has no issues with this vacation. There are no utilities located within the area of the vacation. The Krug South Addition was recorded March 1st, 2007.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting.

Financial Considerations: All improvements are to City standards and at the applicant’s expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The Law Department concurs that the approval of the Vacation Order is in accordance with City policy. The original Vacation Order will be recorded with the Sedgwick County Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order (simple majority of four votes required) and authorize the necessary signatures.

Attachment:
- Vacation Order
BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

IN THE MATTER OF THE VACATION OF A PLATTED DRAINAGE RESERVE)
GENERALLY LOCATED ONE HALF MILE SOUTHWEST OF THE INTERSECTION OF EAST 21ST STREET NORTH AND NORTH 143RD STREET EAST)
MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 24th day of October, 2017, comes on for hearing the petition for vacation filed by Earl and Diane Burris (owners), praying for the vacation of described portion of platted drainage reserve, to-wit:

A portion of the platted Drainage Reserve:
That part of Lot 63 and Drainage Reserve 63, Block 2, Krug South Addition to Wichita, Sedgwick County, Kansas, described as BEGINNING at the Westerly most corner of said Drainage Reserve 63 and Lot 63; THENCE along a measured bearing of S32°11'32"E, being along the Southwesterly line of said Drainage Reserve 63, 20.00; THENCE along a measured bearing of N77°41'34"E along the Southerly line of said Drainage Reserve 63, 41.20 feet; THENCE along a measured bearing of N49°35'40"E continuing along Southerly line of Drainage Reserve 63, 59.43 feet to the Northeasterly line of said Lot 63; THENCE along a measured bearing of N46°08'31"W, along the Northeasterly line of said Lot 63 and Drainage Reserve 63, 16.00 feet; THENCE S54°09'44"W, 52.45 feet; THENCE S75°40'15"W, 43.46 feet to the point of BEGINNING.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on August 31, 2017, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the described portion of the platted drainage reserve and the public will suffer no loss or inconvenience thereby.

October 24, 2017
VAC2017-00029
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

5. The vacation of the described portion of the platted drainage reserve, should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 24th day of October, 2017, ordered that the described portion of the platted drainage reserve is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

____________________________
Jeff Longwell, Mayor

ATTEST:

____________________________
Karen Sublett, City Clerk

Approved as to Form:

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

SUBJECT: ZON2017-00038 – Zone Change from LC Limited Commercial to CBD Central Business District on Property Located North of West Douglas Avenue on the East Side of North Oak Street at 130 N. Oak Street (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (11-0-1).

DAB Recommendation: District Advisory Board VI recommended approval of the request (8-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.
**Background:** The applicants request Central Business District (CBD) zoning on 0.9 platted acre located east of North Oak Street on the north side of West Douglas Avenue. The subject site is currently zoned LI Limited Industrial (LI), and is developed with a one-story concrete block warehouse structure originally built in 1920 with an addition constructed in 1952. The CBD zoning would give the applicants maximum flexibility with code required parking and building setback standards. The applicant proposes to demolish the existing structure and build a new 30,000 square feet office building with a two-level parking garage.

The site is located adjacent to the Delano District, a commercial district serving West Wichita with a variety of commercial, personal service and entertainment uses since the 1870’s.

Property north of the site is zoned CBD and is the location of the new Wichita Public Library Advanced Learning Center. Properties south of the site front onto West Douglas Avenue are a combination of LC Limited Commercial (LC) and CBD zoning. The properties south of the site are used for retail commercial uses. East of the site is zoned LI and used for retail commercial uses.

**Analysis:** On September 21, 2017, the Metropolitan Area Planning Commission (MAPC) placed the application on its consent agenda and recommended approval of the application without comment. Other than the agent, there was no one present to speak to the request.

District Advisory Board (DAB) VI reviewed the request on September 20, 2017, and recommended approval of the application. No neighbors were present to speak about the request.

No protest petitions have been received. The request can be approved with a simple majority vote.

**Financial Considerations:** Approval of this request will not create any financial obligations for the City.

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change, place the ordinance on first reading, authorize the necessary signatures, and instruct the City Clerk to publish the ordinance after approval on second reading (requires 4 of 7 votes).

**Attachments:** MAPC minutes, DAB VI memo and ordinance.
Case No. ZON2017-00038. City Zone Change from LI Limited Industrial to CBD Central Business District for the property generally located on the east side of North Oak Street, approximately 200 feet north of West Douglas Avenue, on property described as:

Lots 12, 14, 16, 18 and 20, on Oak Street, and Lots 92, 94, 96, 98 and 100, on Pearl Street, now Pacific Street, all in West Wichita Addition, Sedgwick County, Kansas, together with the South half of vacated Pearl Street, now Pacific Street, adjoining said Lots on the North, except the north 6 feet of the south half of said street.

BACKGROUND: The applicants request Central Business District (CBD) zoning on 0.9 platted acre located east of North Oak Street on the north side of West Douglas Avenue. The subject site is currently zoned LI Limited Industrial (LI), and is developed with a one-story concrete block warehouse structure originally built in 1920 with an addition constructed in 1952. The CBD zoning would give the applicants maximum flexibility with code required parking and building setback standards. The applicant proposes to demolish the existing structure and build a new 30,000 square feet office building with a two-level parking garage.

The site is located adjacent to the Delano District, a commercial district serving West Wichita with a variety of commercial, personal service and entertainment uses since the 1870’s.

Property north of the site is zoned CBD and is the location of the new Wichita Public Library Advanced Learning Center. Properties south of the site front onto West Douglas Avenue, they are a combination of LC Limited Commercial (LC) and CBD zoning. The properties south of the site are used for retail commercial uses. East of the site is zoned LI and used for retail commercial uses.

CASE HISTORY: The property is platted in 1872 as the West Wichita Addition. The property was not included in the Delano Neighborhood Revitalization Plan, 2001.

ADJACENT ZONING AND LAND USE:

<table>
<thead>
<tr>
<th>North</th>
<th>West</th>
<th>South</th>
<th>East</th>
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<tbody>
<tr>
<td>CBD</td>
<td>LI</td>
<td>LC, CBD</td>
<td>LI</td>
</tr>
<tr>
<td>Wichita Public Library Advanced Learning Center</td>
<td>Immigration offices</td>
<td>Retail and office commercial uses</td>
<td>Warehouse uses</td>
</tr>
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</table>

PUBLIC SERVICES: The site has access to North Oak Street and North Sycamore Street, both local paved streets with 80-foot rights-of-way. The site is served by all typical municipal services.

CONFORMANCE TO PLANS/POLICIES: The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, and entertainment, cultural, and civic facilities and activities. The Plan’s 2035 Wichita Future Growth Concept Map identifies this location as “residential and employment mix,” encompassing areas that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature. The proposed rezoning is appropriate due to the proximity of higher intensity business uses and residential housing types within this area are more likely to be higher density. Employment uses likely will have limited negative impacts associated with noise, hazardous emissions, visual blight and odor.

Page 1 of 2
The Unified Zoning Code (UZC) states that the purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of Wichita. It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot-line setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building. The application area shares similar patterns of development and uses as the original core CBD area.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED**.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The properties surrounding the subject site are zoned LC and GC and permit a very wide range of land uses: residential, office, personal service, entertainment and commercial. Property south of the site are subject to the D-O district, which limits land uses and has design guidelines.

2. **The suitability of the subject property for the uses to which it has been restricted:** The property is zoned LI which permits a wide range of commercial uses, but requires the provision of off-street parking per the UZC. The site has economic value as currently zoned. Approval of CBD zoning would eliminate the requirement for off-street parking and modify building setback requirements and make the site attractive to a wider range of uses.

3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request should have little if any impact nearby property owners. The site is currently developed and has some off-street parking.

4. **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval will make the property more marketable with a wider range of possible uses. Denial would presumably represent a loss of economic opportunity to the applicant or property owner.

5. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The adopted Wichita-Sedgwick County Comprehensive Plan, the Community Investments Plan, identifies the site as within the Established Central Area - the downtown core and mature neighborhoods surrounding it in a roughly three-mile radius. The Plan encourages infill development within the Established Central Area that maximizes public investment in existing and planned infrastructure and services. The Plan promotes downtown as the region’s preeminent walkable, mixed-use development area with a focus on office, retail, hospitality, government services, high-density residential, entertainment, cultural, civic facilities and activities. The Plan’s 2035 Wichita Future Growth Concept Map identifies this location as “residential and employment mix,” encompassing areas that likely will be developed or redeveloped by 2035 with uses predominately of a mixed nature.

6. **Impact of the proposed development on community facilities:** Approval of the request should generate no additional impacts on community facilities. Existing public infrastructure at the site will accommodate uses under the proposed CBD zoning.

**MOTION:** To approve subject to staff recommendation

WARREN moved, GREENE seconded the motion, and it carried (11-0-1).

FOSTER abstained.

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Page 2 of 2
INTEROFFICE MEMORANDUM

TO: MAPC Members
FROM: Brandon Findley, Community Service Representative, District VI
SUBJECT: ZON2017-00038: Central Business District Zoning Request
DATE: September 21, 2017

On Wednesday, September 20, 2017, the District VI Advisory Board considered a request for a: “Central Business District Zoning”

The DAB Members were provided the MAPD staff report for review. The DAB members expressed no concerns.

The DAB members voted 8-0 to recommend the application be approved.

Please review this information when ZON2017-00038 is considered.
ORDINANCE NO. 50-605

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS
LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE
WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION
28.04.010, AS AMENDED.

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

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having
been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-
Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning
classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2017-00038

City zone change from LC Limited Commercial to CBD Central Business zoning; described as:

Lots 12, 14, 16, 18 and 20, on Oak Street, and Lots 92, 94, 96, 98 and 100, on Pearl Street, now Pacific Street, all
in West Wichita Addition, Sedgwick County, Kansas, together with the South half of vacated Pearl Street, now
Pacific Street, adjoining said Lots on the North, except the north 6 feet of the south half of said street.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown
on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby
reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in
the official City paper.

___________________________
Jeff Longwell, Mayor

ATTEST:

____________________________
Karen Sublett, City Clerk

(SEAL) Approved as to form: ______________________________
Jennifer Magaña, City Attorney and Director of Law