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**FINAL**  
**CITY COUNCIL**  
**CITY OF WICHITA**  
**KANSAS**

City Council Meeting  
09:00 a.m. February 12, 2013

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on February 5, 2013

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**AWARDS AND PROCLAMATIONS**

- Proclamations:  
Cole and Ayla Day  
Problem Gambling Awareness Week
- Service Award:  
Dennis McHugh

**I. PUBLIC AGENDA**

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

1. Kelly Wendeln - Income Tax.
2. Sherry Lafond - Office of Central Inspection - Permit issues and enforcement.
3. Judy Gautschi - Abortion issue and the negative effect it would have on Wichita.

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 22)**

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

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

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**COUNCIL BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

1. Contract with Greengroup, Inc., for Landfill Operations.  
(Deferred February 5, 2013)

RECOMMENDED ACTION: Approve the contract with Greengroup, Inc. and authorize the necessary signatures.

**IV. NEW COUNCIL BUSINESS**

1. Quarterly Financial Report for Quarter ended December 31, 2012.

RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended December 31, 2012.

2. 2013 Community Services Block Grant Application.

RECOMMENDED ACTION: Approve the 2013 Community Services Block Grant funding application and authorize the necessary signatures.

3. Amnesty Program. (PULLED PER CITY MANAGER)

RECOMMENDED ACTION: Approve budget expenditures of up to \$60,000 to fund the amnesty program, and adopt the Resolution as recommended.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

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

**V. NON-CONSENT PLANNING AGENDA**

1. ZON2012-00033 – City request for a zone change from B Multi-family Residential to GC General Commercial, generally located north of 11th Street North and west of Cleveland, 1211 N. Cleveland. (District I)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change request and authorize the mayor to sign the ordinance and place the ordinance on the first reading (simple majority vote required), or; 2) make alternate findings and deny the request (a 2/3 majority vote is required to override the MAPC recommendation on the first hearing), or; 3) return the request to the MAPC for reconsideration (simple majority vote required).

**HOUSING AGENDA**

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

**Fern Griffith, Housing Member is also seated with the City Council.**

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

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

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel for Mayor Carl Brewer, Council Member Paul Gray, and Council Member Jeff Longwell to attend the 2013 Annual LKM City Hall Day in Topeka, Kansas, February 6-7, 2013.

RECOMMENDED ACTION: Approve the expenditure.

2. Approval of travel for Council Member Pete Meitzner to attend the Kansas City Regional Transit Alliance Meeting in Kansas City, MO, March 7, 2013.

RECOMMENDED ACTION: Approve the expenditures.

3. Approval of travel for Mayor Carl Brewer, Vice Mayor Janet Miller, and Council Member Jeff Longwell to attend the National League of Cities Annual Congressional City Conference in Washington, DC, March 8-14, 2013.

RECOMMENDED ACTION: Approve the expenditures.

4. Approval of travel for Council Member Pete Meitzner to attend the Legislative Hearings and REAP sponsored Legislative Luncheon and in Topeka, KS, February 12-13, 2013.

RECOMMENDED ACTION: Approve the expenditures.

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 22)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated February 11, 2013.

- a. Board of Bids.

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

2. Applications for Licenses:

<u>Renewal</u>	<u>2013</u>	<u>Address</u>
Sandra J Lacy	Jessie's Primetime Entertainment	304 South Laura

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
John M Wright	Braeburn Golf Course@WSU**	4201 East 21st

<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
John A Mann	Walgreens #2750***	5555 South Broadway
John A Mann	Walgreens #5768***	5505 East Harry
John A Mann	Walgreens #5793***	710 North West
John A Mann	Walgreens #6006***	9525 East 21 Street North
John A Mann	Walgreens #6170***	555 North Maize Road
John A Mann	Walgreens #6362***	333 West 13th
John A Mann	Walgreens #7147***	1555 South Broadway
John A Mann	Walgreens #5770***	3150 South Seneca

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

\*\*\*Retailer (Grocery stores, convenience stores, etc.)

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

4. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Petitions for paving to serve Southern Ridge Fourth Addition. (District IV)  
b. Petitions for Paving, Water, and Sewer to Serve Emerald Bay Estates Second Addition. (District VI)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

6. Consideration of Street Closures/Uses.

- a. Community Events - Midwest vs. Southwest Dual 5K. (Districts I and VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

7. Agreements/Contracts:

- a. Repairs to Kellogg Bridge from McLean to Topeka. (Districts I, III, and IV)  
b. Interlocal Agreements.  
c. Agreement for Design Services for Douglas Avenue Bus Facility Improvements. (Districts I and VI)

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

8. Design Services Agreement:

- a. Agreement for Design Services for Bellechase Third Addition. (District II)

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

9. Change Order:

- a. Change Order No. 1- 2012 Contracted Maintenance Program for Concrete Repairs Phase I. (District V)

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

10. Property Acquisition:

- a. Acquisition of Easement and Contingent Street Dedication at 3802 North 135th Street West for the 135th Street West Sanitary Sewer Force Main Project. (District V)

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

11. Minutes of Advisory Boards/Commissions

Wichita Airport Advisory Board, January 7, 2013  
Board of Building Codes Standards and Appeals, January 16, 2013

RECOMMENDED ACTION: Receive and file.

12. Contracts and Agreements for January 2013.

RECOMMENDED ACTION: Receive and file.

13. Abatement of Dangerous and Unsafe Structures. (Districts I, II, III, IV and IV)

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinances on first reading.

14. Cooperative Agreement with Heartland PTAC.

RECOMMENDED ACTION: Approve the 2013 Letter of Commitment and proposed budget, and authorize the necessary budget adjustments and signatures.

15. Transfer of funds – Job Readiness Training.

RECOMMENDED ACTION: Approve the transfer of \$342,567.49 from the General Fund to Career Development Office (CDO) to fund the revenue deficits for the job readiness program.

16. Second Reading Ordinances: (First Read February 5, 2013)

- a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

**II. CONSENT PLANNING AGENDA ITEMS**

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

17. \*DED2012-00016 Dedication of Utility Easement and DED2012-00017 Dedication of Access Control located south of 21st Street North, on the west side of 127th Street East. (District II)

RECOMMENDED ACTION: Accept the Dedications.

18. \*SUB2012-00031 -- Plat of Black Traditional Magnet Addition located ½ mile south of 13th Street North, ¼ mile east of West Street. (District VI)

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

19. \*VAC2012-00044 - Request to vacate a platted alley and an alley dedicated by separate instrument, generally located between Oliver and Glendale Avenues and north of Douglas Avenue. (District I)

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

## **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.

**Fern Griffith, Housing Member is also seated with the City Council.**

### 20. \*Section 8 Management Assessment Program (SEMAP) Certification.

RECOMMENDED ACTION: Approve submission of the 2012 Section 8 Management Assessment Program (SEMAP) certification and authorize the necessary signatures.

## **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.

### 21. \*Terminal Building and Parking Garage - Natural Gas Main and Service Line Installation - Wichita Mid-Continent Airport.

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

### 22. \*Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 19, Baggage Handling System Design Services - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

**City of Wichita  
City Council Meeting  
February 12, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Contract with Greengroup, Inc. for Landfill Operations

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Unfinished Business

**Recommendation:** Approve the contract.

**Background:** The City owns a Construction & Demolition Landfill that has been operated by Herzog Environmental since it was opened in 2001. A short-term extension with Herzog was authorized earlier this year in order to provide time to select a long-term operator of the landfill. An RFP for a long-term operator was issued this fall, and the Selection Committee recommends Greengroup.

**Analysis:** Greengroup is the new name for the company that is formerly Herzog Environmental, so the landfill would continue with its current operators. The firm was selected based on its superior experience, as it was the only one of the three proposers that operated landfills. The contract would span five years and would carry the option of two renewals that would each span three years.

<b>LONG-TERM FINANCIAL PROJECTION</b>	
Revenue	\$66,521,174
Fund Balances	\$23,026,708
<b>Total Assets</b>	<b>\$89,547,882</b>
Operating Expenses	(\$44,626,241)
Closure Costs	(\$32,401,513)
Future Landfill Permitting	(\$276,252)
Unpermitted Dump Sites	(\$9,693,181)
<b>Total Liabilities</b>	<b>(\$86,997,187)</b>
<b>Surplus</b>	<b>\$2,550,694</b>

Staff conducted a long-term financial analysis of the landfill needs to determine its financial viability. Only by opening a new landfill cell – which would increase capacity by another 30 years – would it be able to fully fund its obligations. The new contract with Greengroup includes the provision to continue seeking a new cell to extend capacity by an additional 30 years. This will result in a surplus of \$2.6 million when that cell exhausts its capacity.

The contract would increase the amount of the tipping fee remitted to the operator by \$1.00 per ton. The City’s share will be reduced in order to maintain the current \$32.00 per-ton fee paid by customers. This will ensure that the City does not price itself higher than the market, and the long-term financial analysis concluded that the tipping fee share is sufficient to pay for operating costs and liabilities.

Staff presented the contract to City Council in the February 5, 2013 City Council meeting. Council requested additional information on the friable asbestos disposal rate and measuring units that describe those rates. The contract has been revised to show that friable asbestos disposal will be charged at \$40 per cubic yard and the City’s share of the split will be \$5 per cubic yard. The cubic yard measurement is an industry standard.

**Financial Considerations:** The contract would ultimately result in \$2.6 million in surplus over the next 36 years of operations. This is based on the City’s new share of the tipping fee (\$16.00 per ton) and the expansion of the landfill with a new cell. The General Fund will not be affected by this contract. The financial impacts of the friable asbestos rates being charged by the cubic yard are revenue neutral.

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

**Recommendations/Actions:** It is recommended that the City Council approve the contract with Greengroup, Inc. and authorize the necessary signatures.

**Attachments:** Contract with Greengroup, Inc.

## AGREEMENT

**THIS AGREEMENT** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the CITY OF WICHITA, KANSAS, a municipal corporation, called the "City" and GGH Wichita, LLC., called the "Contractor".

### INITIATING PROVISIONS:

- A. The City is the owner of the present Brooks Landfill site; and
- B. The City holds the solid waste disposal permit for the Brooks Landfill site (Permit #213) to allow for the filling on the site with construction and demolition wastes as permitted by state law and regulation; and
- C. The City wishes to contract for the operation of the site as a construction and demolition waste (C&D waste) landfill site; and
- D. To that end, the City has prepared a RFP seeking proposals from qualified firms to operate a construction and demolition landfill; and
- E. The Contractor has submitted the best proposal to operate a construction and demolition waste landfill on the Brooks Landfill site in its proposal dated October 8, 2012.

**NOW, THEREFORE**, in consideration of the compensation in the form of contract rights, Contractor is to receive and the compensation and services Contractor is to provide to the City by this agreement, including its incorporated attachments called the Contract Documents, the parties agree as follows:

### ENACTING PROVISIONS:

**ARTICLE I. Scope of Contractor Services.** The Contractor shall, in a good, substantial, and workmanlike manner and in accordance with the requirements and provisions of the Contract Documents perform, execute, construct, operate and complete all work included in the specifications and provisions of the Contract Documents, to include:

- 1. Contract Documents are inclusive of, but not limited to the Request for Proposal, Contractor Proposal and the Executed Contract.
- 2. Provide all required professional services needed to prepare a permit modification for approval from the Kansas Department of Health and Environment - Bureau of Waste Management (KDHE-BWM) to allow for the operation of construction and demolition landfill phases on the site of the current Brooks Landfill (KDHE Permit # 213). Included shall be all required design drawings, calculations, presentations, and any other products necessary to secure the permit modification. This work shall include receiving any and all local approvals for the modification as required by KDHE-BWM or local officials.
- 3. Supply all labor, equipment, supervision, and materials necessary to operate a construction and demolition (C&D) landfill in compliance with all federal, state, and local laws, regulations and requirements. This shall include a site manager, equipment operators, and personnel to screen the waste, and labor to pick-up blowing waste. Landfill equipment provided by the contractor shall include a minimum of the following: 1) landfill compactor, 2) D6 dozer with trash package, 3) grinder, 4) trammel screen, 5)

backhoe or excavator and 6) front end loader and 7) any other equipment required to efficiently run the landfill and/or listed in the contract documents.

4. Provide staff to maintain and operate a scale house substantially equivalent or superior to the one currently in operation at the Brooks Landfill.
5. Work diligently to develop opportunities to recycle, reuse, or make other beneficial use of the wastes received at the site and shall be entitled to any and all revenues received from the sale of such recycled or reused materials.
6. Hours of Operation shall be Monday through Friday from 7:30 am to 5:00 pm and Saturday from 8:00 am to 2:00 pm. During the cool season November 1 to March 1, weekday hours will be reduced to 4:30 and Saturday hours to 12:00 pm.

**ARTICLE II. Compensation.** The Contractor agrees to pay to the City \$17.00 per ton for each pay ton of C&D waste received from the general public (other than waste received from the City of Wichita) and the Contractor will retain \$15.00 per ton. The Contractor agrees that the total tipping fee charged to the general public will not exceed \$32.00 per ton for C&D waste. Contractor agrees that these fees will remain at this rate for a one year period (March 2013 to March 2014). The City will pay the state tipping fee of \$1.00 per ton. The Contractor will pay any state imposed tipping fee surcharge or penalties imposed for non-compliance with state landfill regulations.

In subsequent years, the maximum amount the contractor may retain shall be adjusted by an amount equal to the change for the preceding year in the Consumer Price Index published by the U.S. Department of Labor, Bureau of Statistics calculated from the criteria of North Central Urban, size B, CP1-U. If this Consumer Price Index is not available in its present form, the City and Contractor shall agree on a different index to be used for adjustment. Contractor's sole and total compensation for performing the duties under this contract shall be the difference between the total tipping fee, any state tipping fee surcharge, and the \$17.00 per ton amount paid to the City plus all revenues received from the sale of material that is presented for disposal at the site.

The City will review the contractor retained rate and determine if and when the tipping fee charged to the general public will be revised by City Council action.

Other rates charged under the operational requirements include:

Unsecured load: \$50.00 per ton (City is paid \$17.00 per ton)

Asbestos waste:

Friable asbestos: \$40.00 per cubic yard (City is paid \$5.00 per cubic yard)

Non-friable asbestos: \$51.00 per ton (City is paid \$17.00 per ton)

Minimum charge \$20.00 per vehicle (City is paid \$17.00 per ton based actual weight)

Special Handling charges: standard tipping fee + \$19.80 per ton

**ARTICLE III. Operational Responsibilities.** The parties agree to the following allocation of specific contractual duties.

a. The Contractor will:

1. Pay for all utility bills for the site other than those separately metered to the landfill gas collection project and the ground water remediation project.

2. Submit a revised landfill operations plan within the first 3 months for approval by the City of Wichita and KDHE-BWM.
  3. Provide office space for City staff, including utilities and a janitorial service, which is substantially equivalent or superior to that provided under the present contract.
  4. Coordinate C&D filling operations with the City's landfill gas collection system site operations to avoid damage to the landfill gas collection and processing system and to allow for the effect and effective operation and maintenance of this system.
  5. Accept for disposal from the City C&D waste without charge.
  6. Control access to the site, weigh all disposal loads presented at the site and collect from all users, other than the City, the tipping fee established for disposal at the site.
  7. Remit to the City by the 15<sup>th</sup> calendar day of each month the amount collected in the previous month corresponding to the \$17.00 per ton collected on all non-City tons presented for disposal at the site. This remittance shall include an accounting of tonnage and revenues received from all users of the site and such other financial or operational information as the City may reasonably request to ensure the site is being properly operated and managed.
  8. Place all required cover material other than final closure cover. Maintain the site as necessary to minimize blowing litter on site and to minimize the amount of litter blowing off site.
  9. Construct and maintain all required haul roads on the site needed for construction and demolition waste disposal and any recycling/reuse processing and reclaiming that the Contractor may elect to engage in.
  10. Provide onsite dust control as required to minimize the amount of dust originating at the site that is associated with the handling, processing, and/or disposal of construction and demolition wastes.
  11. Pay for all costs associated with any state tipping for surcharge or penalties imposed for non-compliance with state landfill regulations.
- b. The City will:
1. Pay for all costs associated with: 1) final closure costs and 2) post closure care of the areas filled with C&D material under this contract.
  2. Pay the state \$1.00 per ton tipping fee.
  3. Coordinate with Contractor landfill activities including:
    - a. Meet with Contractor and establish a schedule for the landfill expansion design and permitting to be conducted by the Contractor within 90 days from the initiation of the landfill operations. Additionally, the City will review and approve all scope of work and proposed budget expenditures as well as all prepared design plans in a timely manner and submit the finalized plans to KDHE for approval. The City will be responsible for design and permitting efforts that exceed the Contractors proposed efforts.

- b. Review the tipping fee and Contractor retained fee annually to determine total tipping fee and the share paid to the City.
4. Make available to Contractor all street sweepings (after processing through the screen) and all available onsite soils for use as cover material.

In default of enumeration in the Contract Documents or later written amendment, any additional operational duty shall be the responsibility of the Contractor.

**ARTICLE IV. Start Date and Agreement Term.** The Contractor shall start work under this Agreement beginning on March 1, 2013. The C&D landfill must be operational and open to the public Monday through Friday from 7:30 am to 5:00 pm and Saturday from 8:00 am to 2:00 pm. During the cool season (November 1 to March 1), weekday hours will be reduced to 4:30 and Saturday hours to 12:00 pm. The Contractor must ensure that a schedule for permitting and any required construction is established and followed as necessary to meet this operational date of March 1, 2013. The Contractor shall continue work from that point in conformance with the Contract Documents and in conformance with instructions from the City under options set forth in the Contract Documents for extension of the Contract and any future amendments. The initial term of this Agreement shall run until February 28, 2018. By mutual consent, the Agreement can be extended for two additional three-year periods subject re-negotiation of contract terms. The City will pay final closure costs and post closure care of the areas filled with construction and demolition material under this Agreement.

**ARTICLE V. Recycling or Sale Disclosures.** Contractor shall disclose the terms of sale of all material presented for disposal that the Contractor sells rather than land filling. For each such sale, the Contractor must disclose the quantity and type of material sold, delivery provisions, date of sale, date of delivery, entity to which sale was made and the compensation received by the Contractor for the material sold.

**ARTICLE VI. Cancellation.** The City and the Contractor reserve the right to cancel this Agreement upon a 90 day written notice for any reason, but this cancellation shall not take effect prior to March 1, 2013.

In the event of cancellation of this Agreement by the Contractor, Contractor will grant the City the first right of refusal for operational infrastructure including computers, software, and software licenses associated with the operations on this site.

In the event the cancellation of this agreement by the City, the City will prorate the approved amount expended by the Contractor on the design and permitting over the initial 5 year contract term and will reimburse the contractor for design and permitting efforts based upon that calculated prorated amount. This calculation will consist of the percent of design/permitting completed versus the percent of the 5 year contract remaining.

**ARTICLE VII. Force Majeure.** Neither the City nor the Contractor shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date of this Contract. An Event of Force Majeure includes, but is not limited to; act of God (such as, but not limited to, tornadoes, fires, explosions, earthquakes, drought, tidal waves and floods); war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; or a rebellion, revolution, insurrection, or military or usurped power, or civil war; and /or acts or threats of terrorism. If an Event of Force Majeure results in a loss or damage to the Facility, then the Contractor shall resume operations as soon as possible and

rectify such loss or damage to the extent required by the City, PROVIDED that any Cost of rectification (less any insurance proceeds received by the Contractor for the loss or damage) is borne by the City and the Contractor having taken reasonable steps to mitigate the Cost.

**ARTICLE VIII. Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be settled by initiating a dispute resolution process that begins with the Director of Public Works & Utilities and the President or Vice President of the Contractor meeting to discuss and resolve the dispute, claim, question, or disagreement. If the matter cannot be resolved, then both parties agree the issue shall be finally settled by a mediator of resolution. The parties shall agree upon the appointment of a mediator, upon receipt, by either of them, of a written notice to concur in such appointment. The mediator will interview both parties, and within 30 days from the appointment, make a decision which shall be binding to both parties.

**ARTICLE IX. Incorporated Attachments.** The parties agree the following attachments are incorporated into this Agreement and, collectively with this Agreement, form the agreed Contract Documents setting their contractual rights and obligations.

- a) Contractor's Proposal to City of Wichita
- b) The City of Wichita's RFP #FP240068, specifically including, without limitation, General Conditions 1-36.

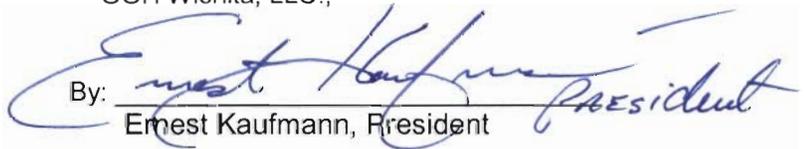
Should there arise a conflict between provisions of these various documents, the provisions of this Agreement shall have controlling effect. If this Agreement is silent on the pertinent issue, the provisions of the Incorporated Attachments, listed above in order of descending priority, shall control.

The parties have executed this Agreement as of the day and year first above written.

CITY OF WICHITA, KANSAS  
by order of the City Council

By: \_\_\_\_\_  
Carl Brewer, Mayor

GGH Wichita, LLC.,

By:  \_\_\_\_\_  
Ernest Kaufmann, President

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, City Attorney

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council  
**SUBJECT:** Quarterly Financial Report for the Quarter Ended December 31, 2012  
**INITIATED BY:** Department of Finance  
**AGENDA:** New Business

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**Recommendation:** Receive and file the quarterly financial report.

**Background:** The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

**Analysis:** Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the transactions and adjustments that will be reflected in the Comprehensive Annual Financial Report for the fiscal year.

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

**Financial Considerations:** The Director of Finance will provide a financial overview at the City Council meeting.

**Legal Considerations:** There are no legal considerations.

**Recommendations/Actions:** It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended December 31, 2012.

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** 2013 Community Services Block Grant Application

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

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**Recommendation:** Approve the 2013 Community Services Block Grant funding application and authorize the necessary signatures.

**Background:** The Community Services Block Grant (CSBG) is a federal funding source which supports programs to address the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been a CAP and received CSBG funding for Wichita and Sedgwick County. The Career Development Office (CDO) of the Housing and Community Services Department administers the CSBG program locally.

The Community Services Block Grant Review Committee (Review Committee) is the official administering board for CSBG and as such is required to fully participate in the development, planning, and implementation and evaluation of programs and operations supported by CSBG funds. These requirements are set forth in policies established by the Kansas Housing Resources Corporation (KHRC).

**Analysis:** An annual application is required for receipt of CSBG funds. The process for completing an application begins when KHRC staff provides the CDO with a projected budget allocation for the upcoming budget year. CDO staff then review prior year program expenses and outcomes, and anticipated needs for the next funding year. Following the staff analysis, the Review Committee meets to discuss and ultimately approve the budget application. It is then forwarded to the City Manager and City Council for final approval prior to submission to KHRC.

In December, 2012, CDO staff was advised that 2013 funding would be 50% of the 2012 amount. The 2012 allocation was \$1,064,372; 50% of that amount is \$532,186. Development of a budget with such a significant reduction required a review of the core mission of the Career Development Office and the purpose of CSBG funding. According to the U.S. Department of Health and Human Services, the Community Services Block Grant provides funds to alleviate the causes and conditions of poverty in communities. The Department further notes that CSBG funding supports projects that:

- Lessen poverty in communities
- Address the needs of low-income individuals including the homeless, migrants and the elderly
- Provide services and activities addressing employment, education, better use of available income, housing, nutrition, emergency services and/or health

The Review Committee reviewed 2012 budget expenditures and the purpose of funding, and based on the purpose of the federal CSBG program as stated above, ranked the following areas for the 2013 funding application. They are listed in priority order.

1. Case management and employment services
2. Indirect costs to support staff
3. Administrative funds
4. Youth employment and training
5. Neighborhood cleanups
6. Summer activity camps
7. Project Access

Staff then developed cost estimates consistent with the Review Committee's priorities, and submitted the budget which is summarized in the attachment, to the Review Committee for review and approval. The Review Committee met on February 1, 2013 and approved the budget as presented.

This budget includes no funding for the lowest three priorities and reduced funding in the other four. The Review Committee believes employment services should continue to be prioritized. Staff determined that in 2012, the CDO's investment of \$665K for personnel and non-personnel costs for employment readiness, placement and follow up, generated over \$1M in wages to support 57 families. The committee noted that priorities two and three would be required to support the employment and training functions.

Neighborhood City Halls were viewed as important community resources however CSBG funding was not viewed as the most appropriate funding source. The KHRC program monitor has previously expressed concern over CSBG funding for Neighborhood City Halls in terms of being able to demonstrate outcomes which confirm that people meeting poverty income guidelines were in fact those being served at the facilities, and that the service they received resulted in them becoming self-sufficient. The amount which is recommended will continue CSBG operating support for the Neighborhood City Halls (staff and operations) through the balance of 2013.

Youth employment and training is considered by both the KHRC staff monitor and the Review Committee as an important component of the CDO service portfolio. This is a year round program.

Funding was not recommended for neighborhood clean-ups, summer activity camps and Project Access, primarily due to the reduced allocation. The City Manager's office is in the process of reviewing the neighborhood clean-up program and funding. In the case of the activity camps and Project Access, program administrators for these programs have been notified of this recommendation and advised that the recommendation does not reflect concerns with the validity of the programs, but is rather due to those services being lower priorities for funding.

**Financial Considerations:** No general operating funds from the City budget are obligated by the application. The CDO does receive limited funding from the State Department for Children and Families, based on referrals that agency makes to the CDO and services provided by the CDO for their clients.

**Legal Considerations:** The Law Department has reviewed the 2013 Community Services Block Grant application as to form.

**Recommendation/Action:** It is recommended that the City Council approve the 2013 Community Services Block Grant funding application and authorize the necessary signatures.

**Attachments:** 2013 Community Services Block Grant funding application summary.

**CDO Funding Recommendations – Eliminate one position, reduce youth employment program**

**EXPENSES**

	<b>2012 Actual</b>	<b>2013 Proposed Expenses</b>	<b>Review Committee Priority</b>	<b>Comments</b>
Case Management & Employment Services	\$559,185	\$452,000	1 and 3	
Non Staff Costs Includes City indirect, supplies, building costs	\$201,633	\$147,000		
Neighborhood City Halls October, November, December, 2013	\$309,000	\$77,000	2	
Youth Employment & Training	\$25,874	\$24,000	4	
Neighborhood Cleanups	\$37,500	0	5	
Summer Activity Camps	\$40,000	0	6	
Project Access	\$250,000	0	7	Community and state reduced prescription programs will be encouraged to partially make up for this reduction.
<b>2013 Expense Total</b>		<b>\$700,000</b>		

**REVENUE**

<b>Source</b>	<b>2012 Actual</b>	<b>2013 Anticipated</b>	
State Dept for Children & Families (DCF)	\$238,000	\$168,000	This is a conservative estimate. Staff is working with DCF to identify ways to increase referrals from the agency which will increase revenue from services provided by CDO.
CSBG Allocation	\$1,064,372	\$532,186	
<b>TOTAL REVENUE</b>	<b>\$1,423,222</b>	<b>\$700,186</b>	

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** ZON2012-00033 – City request for a zone change from B Multi-family Residential to GC General Commercial, generally located north of 11<sup>th</sup> Street North and west of Cleveland (1211 N. Cleveland). (District I)

**INITIATED BY:** Metropolitan Area Planning Department

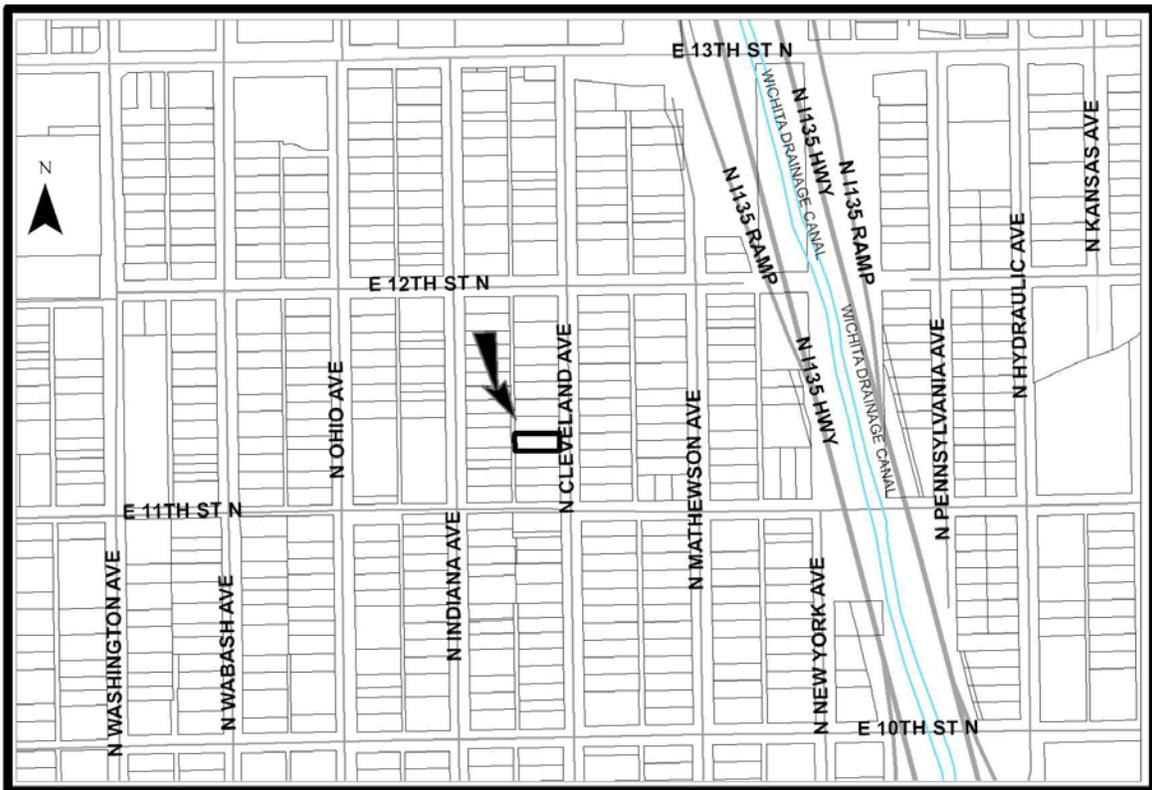
**AGENDA:** Planning (non-consent)

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**MAPC Recommendation:** The MAPC recommended approval (10-0).

**DAB Recommendation:** District Advisory Board I recommended denial.

**MAPD Staff Recommendation:** MAPD staff recommended approval.



**Background:** The applicants request a zone change from the existing B Multi-family ("B") to GC General Commercial ("GC") zoning on a 0.15-acre platted property. The site is currently vacant; the applicants also own the GC zoned, vacant remainder of this block to the south. The applicants are requesting this zone change to have uniform GC zoning on their entire property. The applicants did not have a proposed use when they first filed for the zone change; they now inform staff that a plumbing contractor proposes using the site.

The subject property is within the environs of two historic registered properties, requiring Historic Preservation Board design review of any future building plans. Property north of the site is zoned B and is developed with the Arkansas Valley Lodge Number 21. Most property further north, and to the east and west of this site is zoned SF-5 Single-family Residential ("SF-5") and developed with single-family residences. The one exception is a B zoned property east of the site, across Cleveland, which is developed with a single-family residence. Vacant property south of the site is owned by the applicant and is zoned GC.

**Analysis:** At the Metropolitan Area Planning Commission (MAPC) meeting held on January 10, 2013, the MAPC voted (10-0) to approve the request based on staff comments. The applicant spoke at the MAPC, stating that a plumbing contractor may use the site.

At the District Advisory Board (DAB) I meeting on January 7, 2013, DAB I recommended denial. The applicant did not attend the DAB hearing. DAB I was not supportive of the zone change without a proposed use. No protests were filed on this zone change request.

**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:**

- 1) Adopt the findings of the MAPC, approve the zone change request and authorize the mayor to sign the ordinance and place the ordinance on the first reading (simple majority vote required), or;
- 2) make alternate findings and deny the request (a 2/3 majority vote is required to override the MAPC recommendation on the first hearing), or;
- 3) return the request to the MAPC for reconsideration (simple majority vote required).

**Attachments:** Ordinance, DAB Memo and MAPC minutes.

(150004) Published in The Wichita Eagle on March 1, 2013

ORDINANCE NO. 49-446

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. ZON2012-00033

A zone change from B Multi-family Residential ("B") to GC General Commercial ("GC"), on property described as:

Lots 81 and 83, on Cleveland, H.O. Burleigh's 3<sup>rd</sup> Addition to Wichita, Sedgwick County, Kansas.

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

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

ADOPTED this 26th day of February, 2013.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

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Gary E. Rebenstorf, Director of Law

**EXCERPT MINUTES OF THE JANUARY 10, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2012-33** - Larry and Mona Breshears (owners) request a City zone change request from B Multi-family Residential ("B") to GC General Commercial ("GC") on property described as:

Lots 81 and 83, on Cleveland Avenue, H.O. Burleigh's Third to the City of Wichita, Kansas, Sedgwick County, Kansas.

**BACKGROUND:** The applicants request a zone change from the existing B Multi-family ("B") to GC General Commercial ("GC") zoning on a 0.15-acre platted property. The site is currently vacant; the applicants also own the GC zoned, vacant remainder of this block to the south. The applicants are requesting this zone change to have uniform GC zoning on their entire property.

The subject property is within the environs of two historic registered properties, requiring Historic Preservation Board design review of any future building plans. Property north of the site is zoned B and is developed with the Arkansas Valley Lodge Number 21. Most property further north, and to the east and west of this site is zoned SF-5 Single-family Residential ("SF-5") and developed with single-family residences. The one exception is a B zoned property east of the site, across Cleveland, which is developed with a single-family residence. Vacant property south of the site is owned by the applicant and is zoned GC.

**CASE HISTORY:** The property was platted as Lots 81 and 83, Cleveland Ave. Burleigh's 3<sup>rd</sup> Addition to Wichita in 1887. This site is within the McAdams Neighborhood Plan which implemented a neighborhood-wide rezoning in 2004 (DR2004-04). The McAdams Neighborhood rezoning downzoned much of the surrounding residential property from B to SF-5. The application area was not rezoned as a part of the neighborhood-wide re-zoning.

**ADJACENT ZONING AND LAND USE:**

NORTH:	B, SF-5	Fraternal organization, single-family residences
SOUTH:	GC	Vacant
EAST:	SF-5, B	Single-family residences
WEST:	SF-5	Single-family residences

**PUBLIC SERVICES:** The subject property has frontage along North Cleveland Avenue, a paved, two-lane, local street with a 60-foot right-of-way. The site has a platted, un-improved 10-foot rear alley. Public water and sewer service are available to the subject property.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use reflecting the current zoning; this site is immediately north of an area designated for "Local Commercial" use. This site is within the McAdams Neighborhood Plan which identifies the Cleveland and 11<sup>th</sup> Street intersection as appropriate for convenience retail and personal services development.

**RECOMMENDATION:** Based upon the 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 subject property is within the environs of two historic registered properties, requiring Historic Preservation Board design review of any future building plans. Property north of the site is zoned B and is developed with the Arkansas Valley Lodge Number 21. Most property further north, and to the east and west of this site is zoned SF-5 and developed with single-family residences. The one exception is a B zoned property east of the site, across Cleveland which is developed with a single-family residence. Vacant property south of the site is owned by the applicant and is zoned GC.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed with single or multi-family residences under the current zoning.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would allow commercial uses on the application area, as commercial uses are already permitted on the applicant's GC-zoned property to the south. The requested zone change would have no impact on the fraternal organization to the north. The requested zone change would have a minimal impact on the surrounding residential neighborhood, as the majority of the applicant's property at the northwest corner of Cleveland and 11<sup>th</sup> Street North is already zoned GC.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential" use reflecting the current zoning; this site is immediately north of an area designated for "Local Commercial" use. This site is within the McAdams Neighborhood Plan which identifies the Cleveland and 11<sup>th</sup> Street intersection as appropriate for convenience retail and personal services development.
5. **Impact of the proposed development on community facilities:** The proposed zone change should have no significant impact on streets and utility services.

**JESS MCNEELY**, Planning Staff presented the Staff Report.

**MCNEELY** said DAB I recommended denial of the request because they wanted a proposed use; however, the applicant was not at the DAB meeting to discuss the proposed uses.

**ALDRICH** asked if the request for a proposed use changes staff's recommendation.

**MCNEELY** said staff still recommends approval. He said the McAdams Plan recommends that this corner be local commercial. He said GC zoning would accommodate local commercial as well as something that is more regional and intensive. He said being that the entire lot is paved and the rest of the owners property is zoned GC, staff recommends approval.

**LARRY BRESHEARS, 3102 S. MT. CARMEL, APPLICANT** said he owns 8 lots and since this is paved, he wants to use it for parking. He said the interested party has a plumbing business in Winfield but wants to relocate to Wichita. He said they will install fencing and shrubbery to make the area more visually appealing.

**ALDRICH** asked the applicant if he supported staff recommendations.

**BRESHEARS** said yes he agreed with staff recommendations and apologized for not being present at the DAB meeting. He said he has e-mailed Lavonta Williams stating how he intends to use the property.

**MCKAY** asked why DAB I denied the request.

**MCNEELY** said it was reported that DAB I denied the request because they wanted to know how the applicant was going to use the area before they recommended approval.

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

**ALDRICH** moved, **MITCHELL** seconded the motion, and it carried (10-0).



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INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** LaShonda Garnes, Neighborhood Assistant, District 1

**SUBJECT:** ZON2012-00033

**DATE:** January 30, 2013

On Monday, January 7<sup>th</sup> the District Advisory Board (DAB) for Council District 1 considered the request for a zoning change from a “B Multi-family to a “GC” General Commercial generally located on the north of 11<sup>th</sup> Street North and west of Cleveland Avenue (1211 N. Cleveland Ave.)

The Board members and citizens present had concerns with what the intended use for the land would be. Neither agent nor applicant was present to answer questions.

**DAB members voted 7-0 to recommend denial of this request.**

Please review this information when this request is considered.

Wichita, Kansas  
February 11, 2013  
10:00 a.m., Monday  
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS\*

The Board of Bids and Contracts met with Martha Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Accountant, Finance, representing the Director of Finance, Clarence Rose, Senior Buyer, representing Purchasing, Troy Tillotson, Budget Analyst, Budget Office, Jason Earl, Management Intern, representing the City Manager's Office and Karen Sublett City Clerk, present.

Minutes of the regular meeting dated February 4, 2013, were read and on motion approved.

Bids were opened on February 8, 2013, pursuant to advertisements published on:

**2013 Sanitary Sewer, Reconstruction Phase 1 (north of Central, east of Broadway) 468-84866 (620632) Traffic to be maintained during construction using flagpersons and barricades. (District I)**

Wildcat Construction - \$67,725.00

**Water Distribution System, Emerald Bay Estates 2<sup>nd</sup> Addition, (north of 21<sup>st</sup> Street North, west of West Street) (448-90453/735482/470155) Traffic to be maintained during construction using flagpersons and barricades. (District VI)**

McCullough Excavation - \$30,350.00

**Lateral 155, Main 4, Sanitary Sewer #23 to serve Jones Park Addition, (north of 33<sup>rd</sup> Street, west of Fairview) (468-84820/744332/480024) Traffic to be maintained during construction using flagpersons and barricades. (District I)**

McCullough Excavation - \$6,100.00

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

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

**VARIOUS DEPARTMENTS, BOARDS & AGENCIES: Ballasts & Ballast Kits**

Star Electric Supply Inc. - \$27,134.10

\*Estimate - Contract approved on unit cost basis; refer to attachments.

**PUBLIC WORKS DEPARTMENT/MAINTENANCE DIVISION: Neighborhood Cleanup/Bulky Waste Service**

Waste Connections Inc.\* - \$200,400.00 (Primary Contract)

\* Estimate – Contract approved on unit cost basis; refer to attachments.

Waste Management of Kansas, Inc\*. - \$377,700.00 (Secondary Contract)

\*Estimate – Contract approved on unit cost basis; refer to attachments

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

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

On motion the Board of Bids adjourned.

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Martha Strayer, Administrative Assistant,  
Department of Public Works

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Karen Sublett, MMC  
City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager  
 DATE: February 11, 2013

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**  
**February 8, 2013**

2013 Sanitary Sewer Reconstruction Phase 1 (north of Central, east of Broadway) – Public Works & Utilities Department/Engineering Division	<b>\$67,725.00</b>
<b>Wildcat Construction</b>	
Water Distribution System to serve Emerald Bay Estates 2 <sup>nd</sup> Addition – Public Works & Utilities Department/Engineering Division	<b>\$30,350.00</b>
<b>McCullough Excavation</b>	
Lateral 155, Main 4, SS #23 to serve Jones Park Addition – Public Works & Utilities Department/Engineering Division	<b>\$6,100.00</b>
<b>McCullough Excavation</b>	

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**  
**February 8, 2013**

Ballast and Ballast Kits – Various Departments, Boards & Agencies Star Electric Supply, Inc.	(See Exhibit B for Itemized Pricing in the Formal Bid Report)	<b>\$27,134.10</b>
Furnish Compactor Trucks and Open Dumpster Services for Neighborhood Cleanups – Public Works & Utilities Department/Maintenance Division (See Exhibit C for Itemized Pricing in the Formal Bid Report)		
<b>Waste Connections, Inc.</b>	<b>Primary Contract</b>	<b>\$200,400.00</b>
<b>Waste Management of Kansas, Inc.</b>	<b>Secondary Contract</b>	<b>\$377,700.00</b>

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

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

## SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 8, 2013

RQ#340127

FB#340011		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
<b>2013 Sanitary Sewer Reconstruction Phase 1</b>		\$154,130.00	\$71,736.00		
(north of Central, east of Broadway)	BID BOND				
468-84866	ADDENDA	0			
(620632)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
<b>2013 Sanitary Sewer Reconstruction Phase 1</b>		\$154,130.00		\$98,979.00	\$131,832.00
(north of Central, east of Broadway)	BID BOND				
468-84866	ADDENDA	0			
(620632)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Forshee Plumbing
<b>2013 Sanitary Sewer Reconstruction Phase 1</b>		\$154,130.00	\$67,725.00	\$68,735.00	\$91,130.00
(north of Central, east of Broadway)	BID BOND			X	X
468-84866	ADDENDA	0			
(620632)					
		Engineer's Construction Estimate			
<b>2013 Sanitary Sewer Reconstruction Phase 1</b>		\$154,130.00			
(north of Central, east of Broadway)	BID BOND				
468-84866	ADDENDA	0			
(620632)					

CHECKED BY:     Kp      
 REVIEWED BY:     X/A

### WATER BID TABULATION SUMMARY

BOARD OF BIDS - February 8, 2013

RQ#340144

FB#340014		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		\$41,655.00	\$38,817.00	\$37,919.00	\$35,084.00
Emerald Bay Estates 2nd Addition	BID BOND				
448-90453	ADDENDA	1			
(735482)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System		\$41,655.00	\$30,350.00	\$42,333.30	\$46,089.50
Emerald Bay Estates 2nd Addition	BID BOND				
448-90453	ADDENDA	1			
(735482)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Forshee Plubming
Water Distribution System		\$41,655.00		\$61,572.00	\$41,818.50
Emerald Bay Estates 2nd Addition	BID BOND			X	X
448-90453	ADDENDA	1		X	X
(735482)					
		Engineer's Construction Estimate			
Water Distribution System		\$41,655.00			
Emerald Bay Estates 2nd Addition	BID BOND				
448-90453	ADDENDA	1			
(735482)					

CHECKED BY:     *HP*      
 REVIEWED BY:     *SP*

### SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - February 8, 2013

**RQ#340145**

<b>FB#340015</b>		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 155, Main 4, SS #23		\$7,900.00	\$11,960.00		\$11,500.00
Jones Park Addition	BID BOND				
468-84820	ADDENDA	0			
(744332)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 155, Main 4, SS #23		\$7,900.00	\$6,100.00		\$10,322.00
Jones Park Addition	BID BOND				
468-84820	ADDENDA	0			
(744332)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	Forshee Plubming
Lateral 155, Main 4, SS #23		\$7,900.00			\$9,183.73
Jones Park Addition	BID BOND				X
468-84820	ADDENDA	0			
(744332)					
		Engineer's Construction Estimate			
Lateral 155, Main 4, SS #23		\$7,900.00			
Jones Park Addition	BID BOND				
468-84820	ADDENDA	0			
(744332)					

CHECKED BY:     *Kp*      
 REVIEWED BY:     *[Signature]*



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**Bid Results**

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

**Vendor Group Line**  
**Solicitation: FB340012 Ballasts & Ballast Kits**

**Close Date/Time: 2/8/2013 10:00 AM CST**

**Solicitation Type: Formal Bid**  
**Award Method: Aggregate Cost**  
**Department: Purchasing Department**

[Return to the Bid List](#)

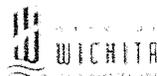
**Responses: 7**

Vendors	Complete	Bid Total
<u>STAR ELECTRIC SUPPLY INC</u>	Complete	\$27,134.10
<u>VOSS LIGHTING</u>	Complete	\$27,854.50
<u>WESCO DISTRIBUTION INC</u>	Complete	\$28,236.15
<u>STANION WHOLESALE ELECTRIC CO</u>	Complete	\$28,940.35
<u>CONSOLIDATED ELECTRICAL DISTRIBUTORS</u>	Complete	\$30,644.00
<u>WILLIAMS ACE HARDWARE</u>	Complete	\$31,484.75
<u>W W GRAINGER INC</u>	Complete	\$43,820.85

**City Comments**

Award 2-12-13 Various Departments, Boards & Agencies

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**Bid Results**

**Registration Solicitations Document Inquiry Login Help**

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

**Vendor Group Line**  
**Solicitation: FB340012 Ballasts & Ballast Kits** **Close Date/Time: 2/8/2013 10:00 AM CST**

**Solicitation Type: Formal Bid**

[Return to the Bid List](#)

**Award Method: Aggregate Cost**

**Department: Purchasing Department**

**Responses: 7**

**Go to: 001**

**Line 001** VARIOUS DEPARTMENTS, BOARDS, AND AGENCIES BALLAST FOR 1 OR 2 LAMPS, 13W 4-PIN COMPACT FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICF-2S13-H1-LD-K OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	5	Each	\$15.7700	\$78.85	Complete	SYLVANIA 51818 QTP1/2X13CF/UNVDM
STANION WHOLESALE ELECTRIC CO	5	Each	\$15.9200	\$79.60	Complete	
VOSS LIGHTING	5	Each	\$16.3300	\$81.65	Complete	
WESCO DISTRIBUTION INC	5	Each	\$16.5400	\$82.70	Complete	QUOTING ADVANCE ON ALL BALLASTS
W W GRAINGER INC	5	Each	\$17.9400	\$89.70	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	5	Each	\$17.9500	\$89.75	Complete	
WILLIAMS ACE HARDWARE	5	Each	\$18.4200	\$92.10	Complete	

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**Line 002** BALLAST FOR 1 OR 2 LAMPS, 18W 4-PIN COMPACT FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICF-2S18-H1-LD-K OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	5	Each	\$15.7700	\$78.85	Complete	SYLVANIA 51823 QTP1/2X18CF/UNVDM
STANION WHOLESALE ELECTRIC CO	5	Each	\$15.9200	\$79.60	Complete	
VOSS LIGHTING	5	Each	\$16.3300	\$81.65	Complete	
WESCO DISTRIBUTION INC	5	Each	\$16.5400	\$82.70	Complete	
W W GRAINGER INC	5	Each	\$17.9400	\$89.70	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	5	Each	\$17.9500	\$89.75	Complete	
WILLIAMS ACE HARDWARE	5	Each	\$18.4200	\$92.10	Complete	

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**Line 003** BALLAST FOR 1 OR 2 LAMPS, 26W 4-PIN COMPACT FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICF-2S26-H1-LD-K OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	5	Each	\$14.5900	\$72.95	Complete	SYLVANIA 51833 QTP2X26CF/UNVDM
STANION WHOLESALE ELECTRIC CO	5	Each	\$15.9200	\$79.60	Complete	
VOSS LIGHTING	5	Each	\$16.3300	\$81.65	Complete	

WESCO DISTRIBUTION INC	5	Each	\$16.5400	\$82.70	Complete
CONSOLIDATED ELECTRICAL DISTRIBUTORS	5	Each	\$17.9500	\$89.75	Complete
WILLIAMS ACE HARDWARE	5	Each	\$18.4200	\$92.10	Complete
W W GRAINGER INC	5	Each	\$18.5800	\$92.90	Complete

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**Line 004** BALLAST FOR 1 OR 2 LAMPS, F54T5HO PROGRAMMED START FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN-2S54-90C-SC OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	10	Each	\$21.9900	\$219.90	Complete	SYLVANIA 51476 QHE2X54T5HO/UNVPSNHT
VOSS LIGHTING	10	Each	\$30.0300	\$300.30	Complete	
WESCO DISTRIBUTION INC	10	Each	\$30.4400	\$304.40	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$33.0000	\$330.00	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$33.9100	\$339.10	Complete	
W W GRAINGER INC	10	Each	\$41.0600	\$410.60	Complete	
STANION WHOLESALE ELECTRIC CO	10	Each	\$42.7200	\$427.20	Complete	

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**Line 005** BALLAST FOR 3 & 4 LAMPS, F55W T5 HIGH OUTPUT FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN4S5490C2LS35M OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	10	Each	\$42.7700	\$427.70	Complete	SYLVANIA 51480 QHE4X54T5/HOUNVPSNHTSCL
STANION WHOLESALE ELECTRIC CO	10	Each	\$44.4400	\$444.40	Complete	
VOSS LIGHTING	10	Each	\$45.5900	\$455.90	Complete	
WESCO DISTRIBUTION INC	10	Each	\$46.2100	\$462.10	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$50.1500	\$501.50	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$51.4800	\$514.80	Complete	
W W GRAINGER INC	10	Each	\$96.6000	\$966.00	Complete	

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**Line 006** BALLAST FOR 1 LAMP, F32T8 & F32T8/U FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN-1P32-N OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	25	Each	\$8.4300	\$210.75	Complete	SYLVANIA 49905 QTP1X32T8/UNVISNSCB
STANION WHOLESALE ELECTRIC CO	25	Each	\$8.5900	\$214.75	Complete	
VOSS LIGHTING	25	Each	\$8.8000	\$220.00	Complete	
WESCO DISTRIBUTION INC	25	Each	\$8.9200	\$223.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	25	Each	\$9.6500	\$241.25	Complete	
W W GRAINGER INC	25	Each	\$9.7100	\$242.75	Complete	
WILLIAMS ACE HARDWARE	25	Each	\$9.9500	\$248.75	Complete	

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**Line 007** BALLAST FOR 2 LAMPS, F32T8 & F32T8/U FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN-2P32-N OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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STAR ELECTRIC SUPPLY INC	300	Each	\$8.4300	\$2,529.00	Complete	SYLVANIA 49906 QTP2X32T8UNVISNSCB
STANION WHOLESALE ELECTRIC CO	300	Each	\$8.5900	\$2,577.00	Complete	
VOSS LIGHTING	300	Each	\$8.8000	\$2,640.00	Complete	
WESCO DISTRIBUTION INC	300	Each	\$8.9200	\$2,676.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	300	Each	\$9.6500	\$2,895.00	Complete	
WILLIAMS ACE HARDWARE	300	Each	\$9.9500	\$2,985.00	Complete	
W W GRAINGER INC	300	Each	\$10.6300	\$3,189.00	Complete	

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**Line 008** BALLAST FOR 3 LAMPS, F32T8 & F32T8/U FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN-3P32-N OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	100	Each	\$9.4700	\$947.00	Complete	SYLVANIA 49907 QTP3X32T8UNVISNSCB
VOSS LIGHTING	100	Each	\$9.8300	\$983.00	Complete	
WESCO DISTRIBUTION INC	100	Each	\$9.9700	\$997.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	100	Each	\$10.8000	\$1,080.00	Complete	
WILLIAMS ACE HARDWARE	100	Each	\$11.1200	\$1,112.00	Complete	
W W GRAINGER INC	100	Each	\$11.8800	\$1,188.00	Complete	
STANION WHOLESALE ELECTRIC CO	100	Each	\$16.1100	\$1,611.00	Complete	

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**Line 009** BALLAST FOR 4 LAMPS, F32T8 & F32T8/U FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN-4P32-N OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	50	Each	\$10.4100	\$520.50	Complete	SYLVANIA 49908 QTP4X32T8UNVISNSCB
STANION WHOLESALE ELECTRIC CO	50	Each	\$10.6000	\$530.00	Complete	
VOSS LIGHTING	50	Each	\$10.8500	\$542.50	Complete	
WESCO DISTRIBUTION INC	50	Each	\$11.0200	\$551.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	50	Each	\$11.9500	\$597.50	Complete	
WILLIAMS ACE HARDWARE	50	Each	\$12.2900	\$614.50	Complete	
W W GRAINGER INC	50	Each	\$13.1300	\$656.50	Complete	

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**Line 010** BALLAST FOR 2 LAMPS, F40T12, F40T12/U (40W) FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN-2S40-N OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STANION WHOLESALE ELECTRIC CO	10	Each	\$10.1000	\$101.00	Complete	
VOSS LIGHTING	10	Each	\$10.3600	\$103.60	Complete	
STAR ELECTRIC SUPPLY INC	10	Each	\$10.4900	\$104.90	Complete	SYLVANIA 50314 QTP2X40T12/UNVRSSC
WESCO DISTRIBUTION INC	10	Each	\$10.5000	\$105.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$11.4000	\$114.00	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$11.7000	\$117.00	Complete	
W W GRAINGER INC	10	Each	\$12.9900	\$129.90	Complete	

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**Line 011** BALLAST FOR 2 LAMPS, F96/48/60/72T12/HO FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # ICN-2S110-SC OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	5	Each	\$25.7000	\$128.50	Complete	SYLVANIA 50319 QTP2X96T12HO/UNVRS
STANION WHOLESALE ELECTRIC CO	5	Each	\$26.2600	\$131.30	Complete	
VOSS LIGHTING	5	Each	\$27.0500	\$135.25	Complete	
WESCO DISTRIBUTION INC	5	Each	\$27.3100	\$136.55	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	5	Each	\$29.6400	\$148.20	Complete	
WILLIAMS ACE HARDWARE	5	Each	\$30.4200	\$152.10	Complete	
W W GRAINGER INC	5	Each	\$35.0000	\$175.00	Complete	

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**Line 012** BALLAST FOR 1 OR 2 LAMPS, F17/25/32T8 & F32T8/U PRG. ST. FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # IOP-2PSP32-SC OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VOSS LIGHTING	200	Each	\$11.6500	\$2,330.00	Complete	
WESCO DISTRIBUTION INC	200	Each	\$11.8100	\$2,362.00	Complete	
STAR ELECTRIC SUPPLY INC	200	Each	\$12.5000	\$2,500.00	Complete	SYLVANIA 51408 QHE2X32T8/UNVPSNMCB
CONSOLIDATED ELECTRICAL DISTRIBUTORS	200	Each	\$12.8000	\$2,560.00	Complete	
WILLIAMS ACE HARDWARE	200	Each	\$13.1600	\$2,632.00	Complete	
STANION WHOLESALE ELECTRIC CO	200	Each	\$16.0500	\$3,210.00	Complete	
W W GRAINGER INC	200	Each	\$28.0100	\$5,602.00	Complete	

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**Line 013** BALLAST FOR 3 LAMPS, F17/25/32T8 & F32T8/U PRG. ST. FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # IOP-3PSP32-SC OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VOSS LIGHTING	100	Each	\$13.9800	\$1,398.00	Complete	
STAR ELECTRIC SUPPLY INC	100	Each	\$13.9900	\$1,399.00	Complete	SYLVANIA 51413 QHE3X32T8UNVPSNSCB
WESCO DISTRIBUTION INC	100	Each	\$14.1800	\$1,418.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	100	Each	\$15.3900	\$1,539.00	Complete	
WILLIAMS ACE HARDWARE	100	Each	\$15.8000	\$1,580.00	Complete	
STANION WHOLESALE ELECTRIC CO	100	Each	\$18.9800	\$1,898.00	Complete	
W W GRAINGER INC	100	Each	\$27.1700	\$2,717.00	Complete	

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**Line 014** BALLAST FOR 4 LAMPS, F17/25/32T8 & F32T8/U PRG. ST. FLUORESCENT; INPUT VOLTS: 120-277 ADVANCE # IOP-4PSP32-SC OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STANION WHOLESALE ELECTRIC CO	50	Each	\$14.6500	\$732.50	Complete	
VOSS LIGHTING	50	Each	\$15.0100	\$750.50	Complete	
WESCO DISTRIBUTION INC	50	Each	\$15.2300	\$761.50	Complete	
STAR ELECTRIC SUPPLY INC	50	Each	\$15.2900	\$764.50	Complete	SYLVANIA 51418

QHE4X32T8UNVPSNSCB

CONSOLIDATED ELECTRICAL DISTRIBUTORS	50	Each	\$16.5500	\$827.50	Complete
W W GRAINGER INC	50	Each	\$17.0600	\$853.00	Complete
WILLIAMS ACE HARDWARE	50	Each	\$17.0700	\$853.50	Complete

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**Line 015** BALLAST FOR 2 LAMPS, F96T12/VHO FLUORESCENT; INPUT VOLTS: 277 ADVANCE # VS-2S200-TP OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	10	Each	\$65.0000	\$650.00	Complete	SYLVANIA 48132 MB2X96/VHO/277RS
STANION WHOLESALE ELECTRIC CO	10	Each	\$68.1900	\$681.90	Complete	
VOSS LIGHTING	10	Each	\$69.9500	\$699.50	Complete	
WESCO DISTRIBUTION INC	10	Each	\$70.9100	\$709.10	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$77.0000	\$770.00	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$78.9900	\$789.90	Complete	
W W GRAINGER INC	10	Each	\$90.5300	\$905.30	Complete	

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**Line 016** BALLAST FOR 1 LAMP, 39 WATT M130 METAL HALIDE; INPUT VOLTS: 277 ADVANCE # 71A5037500DBP OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	30	Each	\$45.7700	\$1,373.10	Complete	SYLVANIA 51961 QTP1X39MHUNVSQF
STANION WHOLESALE ELECTRIC CO	30	Each	\$34.3500	\$1,030.50	Complete	
VOSS LIGHTING	30	Each	\$36.2700	\$1,088.10	Complete	
WESCO DISTRIBUTION INC	30	Each	\$36.7800	\$1,103.40	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	30	Each	\$39.9000	\$1,197.00	Complete	
WILLIAMS ACE HARDWARE	30	Each	\$40.9700	\$1,229.10	Complete	
W W GRAINGER INC	30	Each	\$117.8300	\$3,534.90	Complete	

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**Line 017** BALLAST FOR 1 LAMP, 100 WATT M90 OR M140 METAL HALIDE; INPUT VOLTS: 120/208/240/277 ADVANCE # 71A5390-001D OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	20	Each	\$34.7000	\$694.00	Complete	SYLVANIA 47019 M100/MULTI-KIT
STANION WHOLESALE ELECTRIC CO	20	Each	\$35.3500	\$707.00	Complete	
VOSS LIGHTING	20	Each	\$37.3300	\$746.60	Complete	
WESCO DISTRIBUTION INC	20	Each	\$37.8600	\$757.20	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	20	Each	\$41.0500	\$821.00	Complete	
WILLIAMS ACE HARDWARE	20	Each	\$42.1800	\$843.60	Complete	
W W GRAINGER INC	20	Each	\$43.5300	\$870.60	Complete	

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**Line 018** BALLAST FOR 1 LAMP, 175/150 WATT M57/M107 METAL HALIDE; INPUT VOLTS: 120/208/240/277 ADVANCE # 71A5570-001D OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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STANION WHOLESALE ELECTRIC CO	100	Each	\$29.2000	\$2,920.00	Complete	
STAR ELECTRIC SUPPLY INC	100	Each	\$30.4900	\$3,049.00	Complete	SYLVANIA 47735 M175/MULTI-KIT
VOSS LIGHTING	100	Each	\$30.8800	\$3,088.00	Complete	
WESCO DISTRIBUTION INC	100	Each	\$31.3700	\$3,137.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	100	Each	\$34.0500	\$3,405.00	Complete	
WILLIAMS ACE HARDWARE	100	Each	\$34.9500	\$3,495.00	Complete	
W W GRAINGER INC	100	Each	\$41.4700	\$4,147.00	Complete	

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**Line 019** BALLAST FOR 1 LAMP, 250 WATT M58 METAL HALIDE; INPUT VOLTS: 120/208/240/277/480 ADVANCE # 71A5750-001D OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STANION WHOLESALE ELECTRIC CO	20	Each	\$38.3800	\$767.60	Complete	
WESCO DISTRIBUTION INC	20	Each	\$40.3100	\$806.20	Complete	
VOSS LIGHTING	20	Each	\$40.5200	\$810.40	Complete	
STAR ELECTRIC SUPPLY INC	20	Each	\$44.5000	\$890.00	Complete	SYLVANIA 47265 M250/SUPER5-KIT
CONSOLIDATED ELECTRICAL DISTRIBUTORS	20	Each	\$44.6000	\$892.00	Complete	
WILLIAMS ACE HARDWARE	20	Each	\$45.8000	\$916.00	Complete	
W W GRAINGER INC	20	Each	\$65.3600	\$1,307.20	Complete	

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**Line 020** BALLAST FOR 1 LAMP, 400 WATT M59 METAL HALIDE; INPUT VOLTS: 120/208/240/277/480 ADVANCE # 71A6051-001D OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	30	Each	\$42.0000	\$1,260.00	Complete	SYLVANIA 47338 M400/SUPER5-KIT
STANION WHOLESALE ELECTRIC CO	30	Each	\$44.4500	\$1,333.50	Complete	
VOSS LIGHTING	30	Each	\$46.9300	\$1,407.90	Complete	
WESCO DISTRIBUTION INC	30	Each	\$47.6000	\$1,428.00	Complete	
W W GRAINGER INC	30	Each	\$50.5900	\$1,517.70	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	30	Each	\$51.6600	\$1,549.80	Complete	
WILLIAMS ACE HARDWARE	30	Each	\$53.0200	\$1,590.60	Complete	

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**Line 021** BALLAST FOR 1 LAMP, 1000 WATT M47 METAL HALIDE; INPUT VOLTS: 120/208/240/277/480 ADVANCE # 71A6552-001 OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	40	Each	\$82.0000	\$3,280.00	Complete	SYLVANIA 47427 M1000/SUPER5-KIT
STANION WHOLESALE ELECTRIC CO	40	Each	\$83.8400	\$3,353.60	Complete	
VOSS LIGHTING	40	Each	\$88.5500	\$3,542.00	Complete	
WESCO DISTRIBUTION INC	40	Each	\$89.8000	\$3,592.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	40	Each	\$97.4500	\$3,898.00	Complete	
WILLIAMS ACE HARDWARE	40	Each	\$100.0200	\$4,000.80	Complete	
W W GRAINGER INC	40	Each	\$113.5900	\$4,543.60	Complete	

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**Line 022** BALLAST FOR 1 LAMP, 1500 WATT M48 METAL HALIDE; INPUT VOLTS: 480 ADVANCE # 71A6742-001 OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	10	Each	\$114.0000	\$1,140.00	Complete	SYLVANIA 47095 M1500W MH 480V
STANION WHOLESALE ELECTRIC CO	10	Each	\$114.1500	\$1,141.50	Complete	
VOSS LIGHTING	10	Each	\$120.6000	\$1,206.00	Complete	
WESCO DISTRIBUTION INC	10	Each	\$122.2500	\$1,222.50	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$132.6500	\$1,326.50	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$136.1800	\$1,361.80	Complete	
W W GRAINGER INC	10	Each	\$185.0000	\$1,850.00	Complete	

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**Line 023** BALLAST FOR 1 LAMP, 50 WATT S68 HIGH PRESSURE SODIUM; INPUT VOLTS: 120/277 ADVANCE # 71A7801-001D OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STANION WHOLESALE ELECTRIC CO	20	Each	\$29.2900	\$585.80	Complete	
VOSS LIGHTING	20	Each	\$30.9200	\$618.40	Complete	
STAR ELECTRIC SUPPLY INC	20	Each	\$31.0000	\$620.00	Complete	SYLVANIA 47549 LU50/120/277-KIT
WESCO DISTRIBUTION INC	20	Each	\$31.3700	\$627.40	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	20	Each	\$34.0500	\$681.00	Complete	
WILLIAMS ACE HARDWARE	20	Each	\$34.9500	\$699.00	Complete	
W W GRAINGER INC	20	Each	\$95.0000	\$1,900.00	Complete	

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**Line 024** BALLAST FOR 1 LAMP, 70 WATT S62 HIGH PRESSURE SODIUM; INPUT VOLTS: 120/208/240/277 ADVANCE # 71A7971-001D OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STANION WHOLESALE ELECTRIC CO	10	Each	\$29.2900	\$292.90	Complete	
VOSS LIGHTING	10	Each	\$30.9200	\$309.20	Complete	
WESCO DISTRIBUTION INC	10	Each	\$31.3700	\$313.70	Complete	
STAR ELECTRIC SUPPLY INC	10	Each	\$32.7700	\$327.70	Complete	SYLVANIA 47301 LU70/MULTI-KIT
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$34.0500	\$340.50	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$34.9500	\$349.50	Complete	
W W GRAINGER INC	10	Each	\$43.5300	\$435.30	Complete	

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**Line 025** BALLAST FOR 1 LAMP, 100 WATT S54 HIGH PRESSURE SODIUM; INPUT VOLTS: 120/208/240/277 ADVANCE # 71A8071-001D OR APPROVED EQUAL MANUFACTURER/MODEL: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	10	Each	\$32.7700	\$327.70	Complete	SYLVANIA 47316 LU100/MULTI-KIT
STANION WHOLESALE ELECTRIC CO	10	Each	\$34.3400	\$343.40	Complete	
VOSS LIGHTING	10	Each	\$36.2700	\$362.70	Complete	

WESCO DISTRIBUTION INC	10	Each	\$36.7800	\$367.80	Complete
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$39.9000	\$399.00	Complete
WILLIAMS ACE HARDWARE	10	Each	\$40.9800	\$409.80	Complete
W W GRAINGER INC	10	Each	\$54.4200	\$544.20	Complete

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**Line 026** BALLAST FOR 1 LAMP, 150 WATT S55 HIGH PRESSURE SODIUM; INPUT VOLTS: 120/208/240/277 ADVANCE # 71A8172-001D OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	20	Each	\$36.4900	\$729.80	Complete	SYLVANIA 47335 LU150/MULTI-KIT
STANION WHOLESALE ELECTRIC CO	20	Each	\$37.3700	\$747.40	Complete	
VOSS LIGHTING	20	Each	\$39.4500	\$789.00	Complete	
WESCO DISTRIBUTION INC	20	Each	\$40.0300	\$800.60	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	20	Each	\$43.4500	\$869.00	Complete	
WILLIAMS ACE HARDWARE	20	Each	\$44.5900	\$891.80	Complete	
W W GRAINGER INC	20	Each	\$58.8400	\$1,176.80	Complete	

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**Line 027** BALLAST FOR 1 LAMP, 250 WATT S50 HIGH PRESSURE SODIUM; INPUT VOLTS: 120/208/240/277/480 ADVANCE # 71A8251-001D OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	10	Each	\$47.0000	\$470.00	Complete	SYLVANIA 47634 LU250/SUPER5-KIT
STANION WHOLESALE ELECTRIC CO	10	Each	\$48.4800	\$484.80	Complete	
VOSS LIGHTING	10	Each	\$51.2000	\$512.00	Complete	
WESCO DISTRIBUTION INC	10	Each	\$51.9300	\$519.30	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$56.3500	\$563.50	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$57.8400	\$578.40	Complete	
W W GRAINGER INC	10	Each	\$99.1200	\$991.20	Complete	

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**Line 028** BALLAST FOR 1 LAMP, 400 WATT S51 HIGH PRESSURE SODIUM; INPUT VOLTS: 120/208/240/277/480 ADVANCE # 71A8453-001D OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR ELECTRIC SUPPLY INC	20	Each	\$62.5200	\$1,250.40	Complete	SYLVANIA 47647 LU400/SUPER5-KIT
STANION WHOLESALE ELECTRIC CO	20	Each	\$64.6500	\$1,293.00	Complete	
VOSS LIGHTING	20	Each	\$68.2600	\$1,365.20	Complete	
WESCO DISTRIBUTION INC	20	Each	\$69.2400	\$1,384.80	Complete	
W W GRAINGER INC	20	Each	\$72.2500	\$1,445.00	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	20	Each	\$75.1000	\$1,502.00	Complete	
WILLIAMS ACE HARDWARE	20	Each	\$77.1300	\$1,542.60	Complete	

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**Line 029** BALLAST FOR 1 LAMP, 1000 WATT S52 HIGH PRESSURE SODIUM; INPUT VOLTS: 120/208/240/277/480 ADVANCE # 71A8753-001 OR APPROVED EQUAL MANUFACTURER/MODEL:

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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STAR ELECTRIC SUPPLY INC	10	Each	\$109.0000	\$1,090.00	Complete	SYLVANIA 47659 LU1000/SUPER5-KIT
STANION WHOLESALE ELECTRIC CO	10	Each	\$114.1500	\$1,141.50	Complete	
VOSS LIGHTING	10	Each	\$120.5500	\$1,205.50	Complete	
WESCO DISTRIBUTION INC	10	Each	\$122.2500	\$1,222.50	Complete	
CONSOLIDATED ELECTRICAL DISTRIBUTORS	10	Each	\$132.6500	\$1,326.50	Complete	
WILLIAMS ACE HARDWARE	10	Each	\$136.1800	\$1,361.80	Complete	
W W GRAINGER INC	10	Each	\$225.0000	\$2,250.00	Complete	

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**Bid Results**

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

**Vendor**   **Group**   **Line**  
**Solicitation: FB340019**   Neighborhood Cleanup/Bulky Waste Service

**Close Date/Time: 2/8/2013 10:00 AM CST**

**Solicitation Type: Formal Bid**

[Return to the Bid List](#)

**Award Method: Aggregate Cost**

**Department: Public Works & Utilities**

**Responses: 2**

Vendors	Complete	Bid Total	City Comments
<a href="#">WASTE CONNECTIONS, INC</a>	Complete	\$200,400.00	Award 02/15/13, Primary Contract, Public Works Department/Maintenance Division
<a href="#">WASTE MANAGEMENT OF KANSAS, INC</a>	Complete	\$377,700.00	Award 02/15/13, Secondary Contract, Public Works Department/Maintenance Division

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ep.wichita.gov

**Bid Results**

[Registration](#)   [Solicitations](#)   [Document Inquiry](#)   [Login](#)   [Help](#)

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

**Vendor Group Line**  
**Solicitation: FB340019**   **Neighborhood Cleanup/Bulky Waste Service**   **Close Date/Time: 2/8/2013 10:00 AM CST**

**Solicitation Type: Formal Bid**

[Return to the Bid List](#)

**Award Method: Aggregate Cost**

**Department: Public Works & Utilities**

**Responses: 2**

Go to:

Line	Description	Estimated Quantity	UOM	Price	Extended Cost	Complete	Comments
<b>Line 001</b>	Compactor Trucks & Equipment Operator	500 hours					
<b>Vendors</b>		<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
	WASTE CONNECTIONS INC	500	Hour	\$145.0000	\$72,500.00	Complete	
	WASTE MANAGEMENT OF KANSAS INC	500	Hour	\$300.0000	\$150,000.00	Complete	
							<a href="#">Top of the Page</a>
<b>Line 002</b>	Open Dumpster & Equipment Operator	300 delivery charges					
<b>Vendors</b>		<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
	WASTE CONNECTIONS INC	300	Each	\$50.0000	\$15,000.00	Complete	
	WASTE MANAGEMENT OF KANSAS INC	300	Each	\$150.0000	\$45,000.00	Complete	
							<a href="#">Top of the Page</a>
<b>Line 003</b>	Haul Charges	400 hauls					
<b>Vendors</b>		<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
	WASTE CONNECTIONS INC	400	Mileage	\$120.0000	\$48,000.00	Complete	
	WASTE MANAGEMENT OF KANSAS INC	400	Mileage	\$300.0000	\$120,000.00	Complete	
							<a href="#">Top of the Page</a>
<b>Line 004</b>	Disposal Charge	Estimated Quantities 1100 Ton					
<b>Vendors</b>		<b>QTY</b>	<b>UOM</b>	<b>Price</b>	<b>Extended Cost</b>	<b>Complete</b>	<b>Comments</b>
	WASTE MANAGEMENT OF KANSAS INC	1100	Ton	\$57.0000	\$62,700.00	Complete	or current gate rate at transfer station or landfill. Anticipating rate increase on 7/1/13
	WASTE CONNECTIONS INC	1100	Ton	\$59.0000	\$64,900.00	Complete	\$34.00 per ton for construction and demolition
							<a href="#">Top of the Page</a>



**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL FEBRUARY 12, 2013**

- a. Central Street from 135th Street West to 119th Street West (Central Street from 135th Street west to 119th Street West) (87N-0351-01/472-84017/706898/635814/204364/752036) See Special Provisions. (District V) - \$13,691,000.00
- b. Planeview Area Sanitary Sewer Improvements, Sewer Reconstruction Phase 3 (north of 31st Street South, east of Hillside) (468-84838/624101/652019) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$956,000.00
- c. Floodway Crossing-Phase II, Hoover 9th to 13th (north of Central, east of Ridge) (472-84817/770005/) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$1,300,000.00
- d. McCormick Water Main Replacement Phase II (W-032) (west of Seneca, south of Douglas) (448-90212/635810/752032) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - \$1,850,000.00

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council  
**SUBJECT:** Petitions for Paving to Serve Southern Ridge Fourth Addition (District IV)  
**INITIATED BY:** Department of Public Works & Utilities  
**AGENDA:** Consent

-----  
**Recommendation:** Approve the revised petitions and adopt the amending resolutions.

**Background:** On May 1, 2007, the City Council approved a petition for paving improvements to serve Southern Ridge Fourth Addition. The developer has submitted new petitions to rephase the construction of infrastructure within the addition to reflect current market conditions. The signatures on the petitions represent 100% of the improvement district.

**Analysis:** The projects will provide paving of Yosemite, Westgate, Greenfield, and Greenfield Circle, as well as sidewalks as required for a new residential development located south of Pawnee, west of Maize.

**Financial Considerations:** The paving petitions total \$296,000. The funding source is special assessments.

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

**Recommendations/Actions:** It is recommended that the City Council approve the revised petitions, adopt the amending resolutions, and authorize the necessary signatures.

**Attachments:** Map, CIP Sheets, revised petitions, and amending resolutions.

**CAPITAL IMPROVEMENT**

**PROJECT AUTHORIZATION**

**CITY OF WICHITA**

USE:  
 To Initiate Project   
 To Revise Project

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

<b>1. Initiating Department</b> Public Works & Utilities	<b>2. Initiating Division</b> Eng & Arch	<b>3. Date</b> 1/22/2013	<b>4. Project Description &amp; Location</b> Paving in Southern Ridge 4th Ph 2A																
<b>5. CIP Project Number</b> NI	<b>6. Accounting Number</b>	<b>7. CIP Project Date (Year)</b> 2013	<b>8. Approved by WCC Date</b>																
<b>9. Estimated Start Date</b> As Required	<b>10. Estimated Completion Date</b> As Required		<b>11. Project Revised</b>																
<b>12. Project Cost Estimate</b>				<b>12A.</b>  <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Platting Required</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table> Remarks:  472-84343		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>KDOT</b>		<b>TOTAL</b>														
Right of Way																			
Paving, grading & const.		\$155,000			\$155,000														
Bridge & Dam																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Freeway Interchange																			
<b>Totals</b>		\$155,000		\$155,000															
<b>Total CIP Amount Budgeted</b>																			
<b>Total Prelim. Estimate</b>																			
<b>13. Recommendation: Approve the petition and adopt the resolution.</b>																			
<b>Division Head</b>	<b>Department Head</b>		<b>Budget Officer</b>	<b>City Manager</b>															
			<b>Date</b>	<b>Date</b>															

**CAPITAL IMPROVEMENT  
PROJECT AUTHORIZATION  
CITY OF WICHITA**

USE:  
To Initiate Project   
To Revise Project

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
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	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	X	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>KDOT</b>		<b>TOTAL</b>														
Right of Way																			
Paving, grading & const.		\$141,000			\$141,000														
Bridge																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Freeway																			
<b>Totals</b>		\$141,000		\$141,000															
<b>Total CIP Amount Budgeted</b>																			
<b>Total Prelim. Estimate</b>																			
<b>13. Recommendation: Approve the petition and adopt the resolution.</b>																			
<b>Division Head</b>	<b>Department Head</b>		<b>Budget Officer</b>	<b>City Manager</b>															
			<b>Date</b>	<b>Date</b>															

First Published in the Wichita Eagle on February 15, 2013

**RESOLUTION NO. 13-034**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON YOSEMITE FROM THE SOUTHWEST LINE OF LOT 4, BLOCK B, SOUTH TO THE SOUTHWEST LINE OF LOT 8, BLOCK B, AND ON WESTGATE FROM THE SOUTHEAST LINE OF YOSEMITE, SOUTHEAST TO THE NORTH LINE OF LOT 29, BLOCK C AND THAT SIDEWALK BE CONSTRUCTED ON YOSEMITE AND WESTGATE (SOUTH OF PAWNEE, WEST OF MAIZE) 472-84343 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING PAVEMENT ON YOSEMITE FROM THE SOUTHWEST LINE OF LOT 4, BLOCK B, SOUTH TO THE SOUTHWEST LINE OF LOT 8, BLOCK B, AND ON WESTGATE FROM THE SOUTHEAST LINE OF YOSEMITE, SOUTHEAST TO THE NORTH LINE OF LOT 29, BLOCK C AND THAT SIDEWALK BE CONSTRUCTED ON YOSEMITE AND WESTGATE (SOUTH OF PAWNEE, WEST OF MAIZE) 472-84343 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 07-431 adopted on July 24, 2007 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on Yosemite from the southwest line of Lot 4, Block B, south to the southwest line of Lot 8, Block B, and on Westgate from the southeast line of Yosemite, southeast to the north line of Lot 29, Block C and that sidewalk be constructed on Yosemite and Westgate (south of Pawnee, west of Maize) 472-84343.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **One Hundred Fifty-Five Thousand Dollars (\$155,000)** exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2012**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**SOUTHERN RIDGE 4TH ADDITION**

Lots 6 through 8, Block B  
Lots 23 through 29, Block C  
Lots 1 through 6, Block D

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 6 through 8, Block B, Lots 23 through 29, Block C, and Lots 1 through 6, Block D, SOUTHERN RIDGE 4TH ADDITION, shall each pay 1/16 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 12th day of February, 2013.

Signed by the Mayor

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

132019

First Published in the Wichita Eagle on February 15, 2013

**RESOLUTION NO. 13-035**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON WESTGATE FROM THE SOUTH LINE OF LOT 29, BLOCK C, SOUTHEAST TO THE NORTH LINE OF GREENFIELD, ON GREENFIELD FROM THE EAST LINE OF WESTGATE, WEST TO THE EAST LINE OF LARK LANE AND ON GREENFIELD CIRCLE FROM THE EAST LINE OF GREENFIELD, EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON WESTGATE AND GREENFIELD (SOUTH OF PAWNEE, WEST OF MAIZE) 472-85045 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON WESTGATE FROM THE SOUTH LINE OF LOT 29, BLOCK C, SOUTHEAST TO THE NORTH LINE OF GREENFIELD, ON GREENFIELD FROM THE EAST LINE OF WESTGATE, WEST TO THE EAST LINE OF LARK LANE AND ON GREENFIELD CIRCLE FROM THE EAST LINE OF GREENFIELD, EAST TO AND INCLUDING THE CUL-DE-SAC AND THAT SIDEWALK BE CONSTRUCTED ON WESTGATE AND GREENFIELD (SOUTH OF PAWNEE, WEST OF MAIZE) 472-85045 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave Westgate from the south line of Lot 29, Block C, southeast to the north line of Greenfield, on Greenfield from the east line of Westgate, west to the east line of Lark Lane and on Greenfield Circle from the east line of Greenfield, east to and including the cul-de-sac and that sidewalk be constructed on Westgate and Greenfield (south of Pawnee, west of Maize) 472-85045.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Forty-One Thousand Dollars (\$141,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **December 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement

district described as follows:

**SOUTHERN RIDGE 4TH ADDITION**

Lots 30 through 42, Block C

Lot 7, Block D

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

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 42, Block C, and Lot 7, Block D, SOUTHERN RIDGE 4 ADDITION shall each pay 1/14 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 12th day of  
February, 2013.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

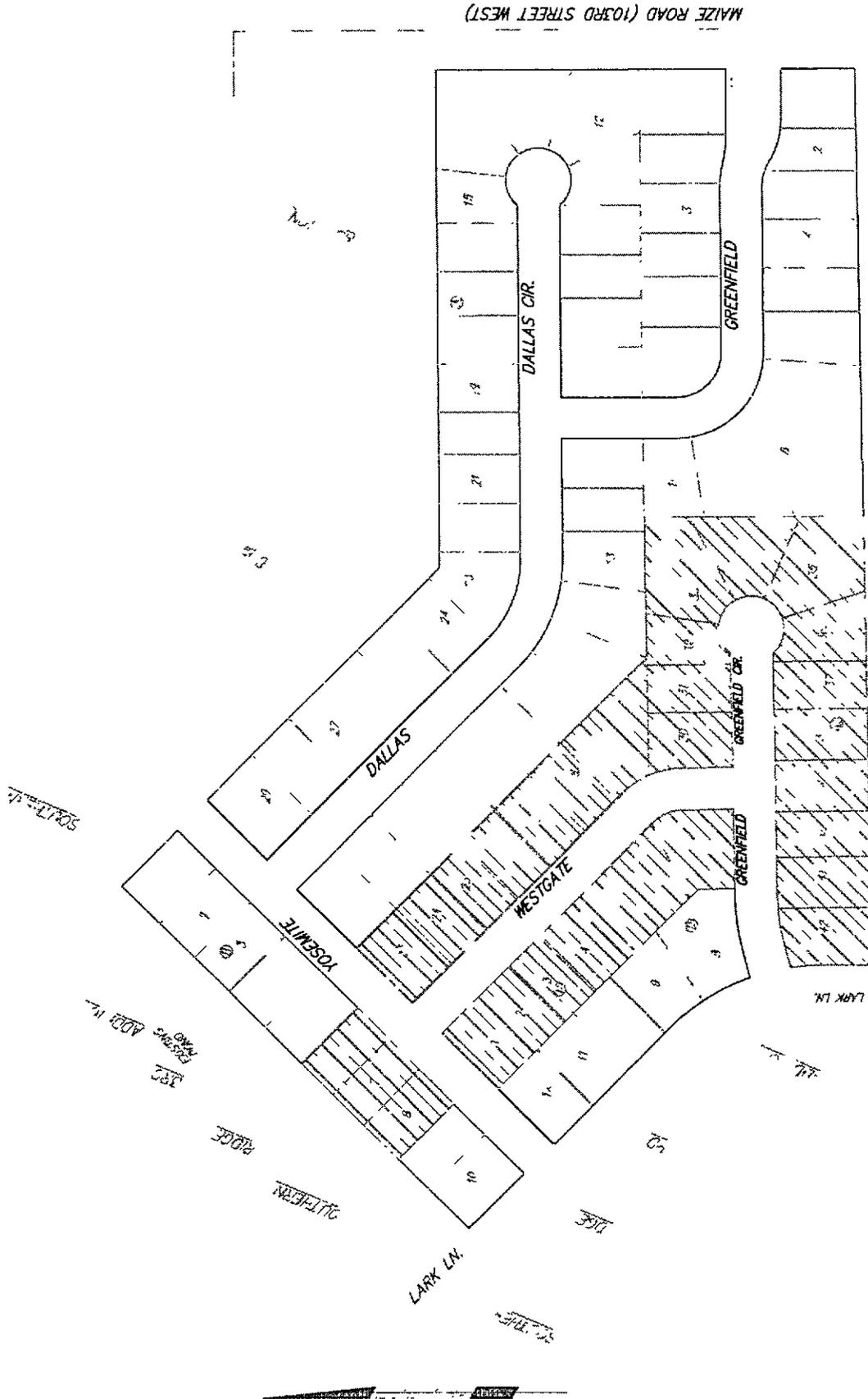
(SEAL)

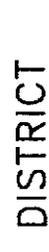
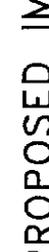
APPROVED AS TO FORM:

---

GARY E. REBENSTORF  
DIRECTOR OF LAW

# SOUTHERN RIDGE 4TH ADDITION



PROPOSED IMPROVEMENT DISTRICT    

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)

RECEIVED

\$

DEC 26 '12

**PAVING PETITION**  
(Phase 2A)

**CITY CLERK OFFICE**

**REVISED**  
**Project No. 472-84343**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**SOUTHERN RIDGE 4<sup>th</sup> ADDITION**  
Lots 6 through 8 Block B  
Lots 23 through 29 Block C  
Lots 1 through 6 Block D

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

- (a) That there be constructed pavement on Yosemite from the southwest line of Lot 4 Block B south to the southwest line of Lot 8, Block B, and on Westgate from the southeast line of Yosemite, southeast to the north line of Lot 29 Block C.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary

That sidewalk be constructed on Yosemite and Westgate, according to plans and specifications to be furnished by the City Engineer

- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Fifty-Five Thousand Dollars (\$155 000) with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1 2012
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value. Lots 6 through 8, Block B, Lots 23 through 29 Block C and Lots 1 through 6 Block D SOUTHERN RIDGE 4<sup>th</sup> ADDITION shall each pay 1/16 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

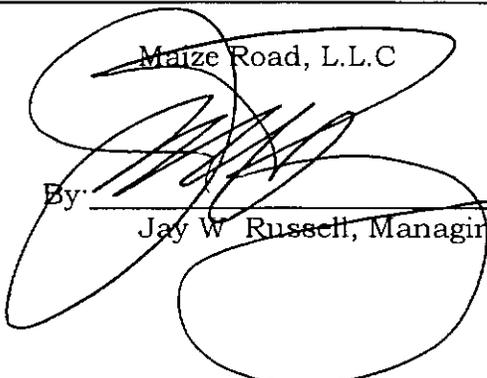
2 It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04 This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

4 That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County Kansas, the petition may be found sufficient if signed by

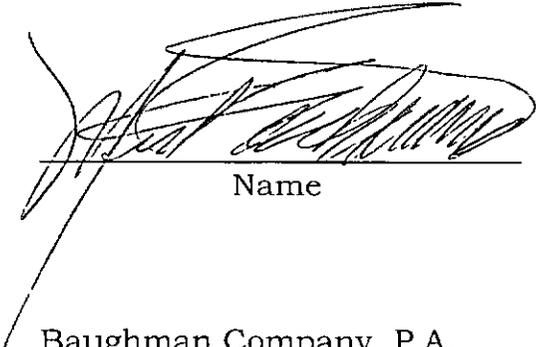
either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>SOUTHERN RIDGE 4<sup>TH</sup> ADDITION</b> Lots 6 through 8 Block B Lots 23 through 29 Block C Lots 1 through 6 Block D	 Maize Road, L.L.C By: _____ Jay W. Russell, Managing Member	12/18/12

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states. That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

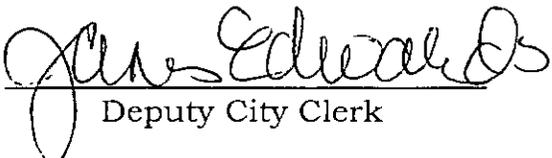
  
Name

Baughman Company P.A.  
315 Ellis, Wichita, KS 67211  
Address

262 7271  
Telephone No.

Sworn to and subscribed before me this 20<sup>th</sup> day of December  
2012



  
Deputy City Clerk

# SOUTHERN RIDGE 4TH ADDITION

Wichita, Sedgwick County Kansas

## PAVING PETITION Phase 2A

### Benefit District: (16 Lots)

Lots 6 through 8, Block B

Lots 23 through 29, Block C

Lots 1 through 6 Block D

### Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	2800	S Y	\$32.00	\$89,600.00
Sidewalk	3000	S.F	\$3.00	\$9,000.00
Wheel Chair Ramps	2	EA.	\$500.00	\$1,000.00
Seeding	1	L.S.	\$1,000.00	\$1,000.00
Easement Grading/Signage	1	L.S.	\$1,500.00	\$1,500.00
Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
Site Clearing & Restoration	1	L.S.	\$10,000.00	\$10,000.00
<b>Subtotal</b>				<b>\$114,600.00</b>
+ 35% Design, Insp. & Administration				\$40,110.00
<b>Total</b>				<b>\$154,710.00</b>

Petition Amount	\$155,000
Average Cost Per Lot	\$9,688
Average Monthly Assessment	\$54 (Based on 20 years @ 3%)

DEC 26 '12

**PAVING PETITION**  
(Phase 2B)

CITY CLERK OFFICE

**REVISED**  
**Project No. 472-84343**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members.

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

472- 85045

**SOUTHERN RIDGE 4<sup>th</sup> ADDITION**  
Lots 30 through 42, Block C  
Lot 7 Block D

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

- (a) That there be constructed pavement on Westgate from the south line Lot 29 Block C southeast to the north line of Greenfield, on Greenfield from the east line of Westgate, west to the east line of Lark Ln. and on Greenfield Cir from the east line of Greenfield, east to and including the cul-de-sac.

*Dist IV  
South of Pawnee  
West of Marze*

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary

That sidewalk be constructed on Westgate and Greenfield, according to plans and specifications to be furnished by the City Engineer

- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Forty-One Thousand Dollars (\$141 000) with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1 2012
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 42 Block C and Lot 7 Block D SOUTHERN RIDGE 4<sup>th</sup> ADDITION shall each pay 1/14 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

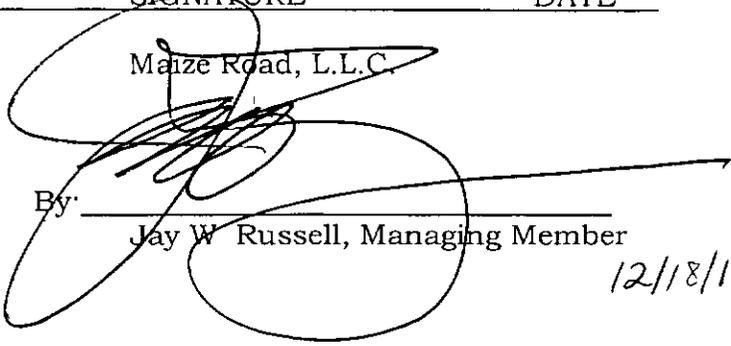
2 It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04 This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

4 That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment

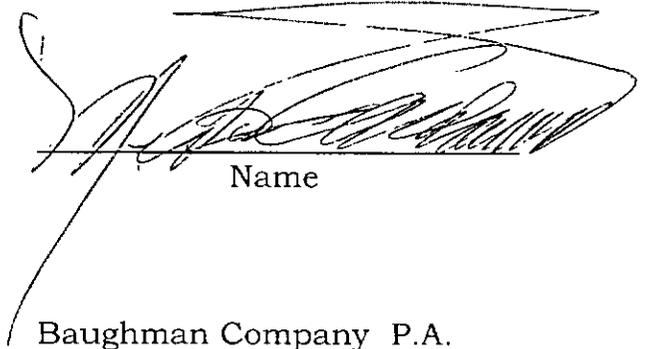
under the proposal, or (2) the resident owners of record of more than one half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>SOUTHERN RIDGE 4<sup>TH</sup> ADDITION</b> Lots 30 through 42, Block C Lot 7 Block D	 Maize Road, L.L.C. By: _____ Jay W. Russell, Managing Member	12/18/12

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states. That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

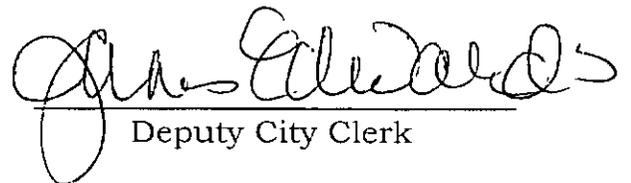
  
Name

Baughman Company P.A.  
315 Ellis, Wichita, KS 67211  
Address

262 7271  
Telephone No

Sworn to and subscribed before me this 26<sup>th</sup> day of December  
2012



  
Deputy City Clerk

# SOUTHERN RIDGE 4TH ADDITION

Wichita, Sedgwick County Kansas

## PAVING PETITION Phase 2B

**Benefit District: (14 Lots)**

Lots 30 through 42, Block C

Lot 7 Block D

**Cost Estimate:**

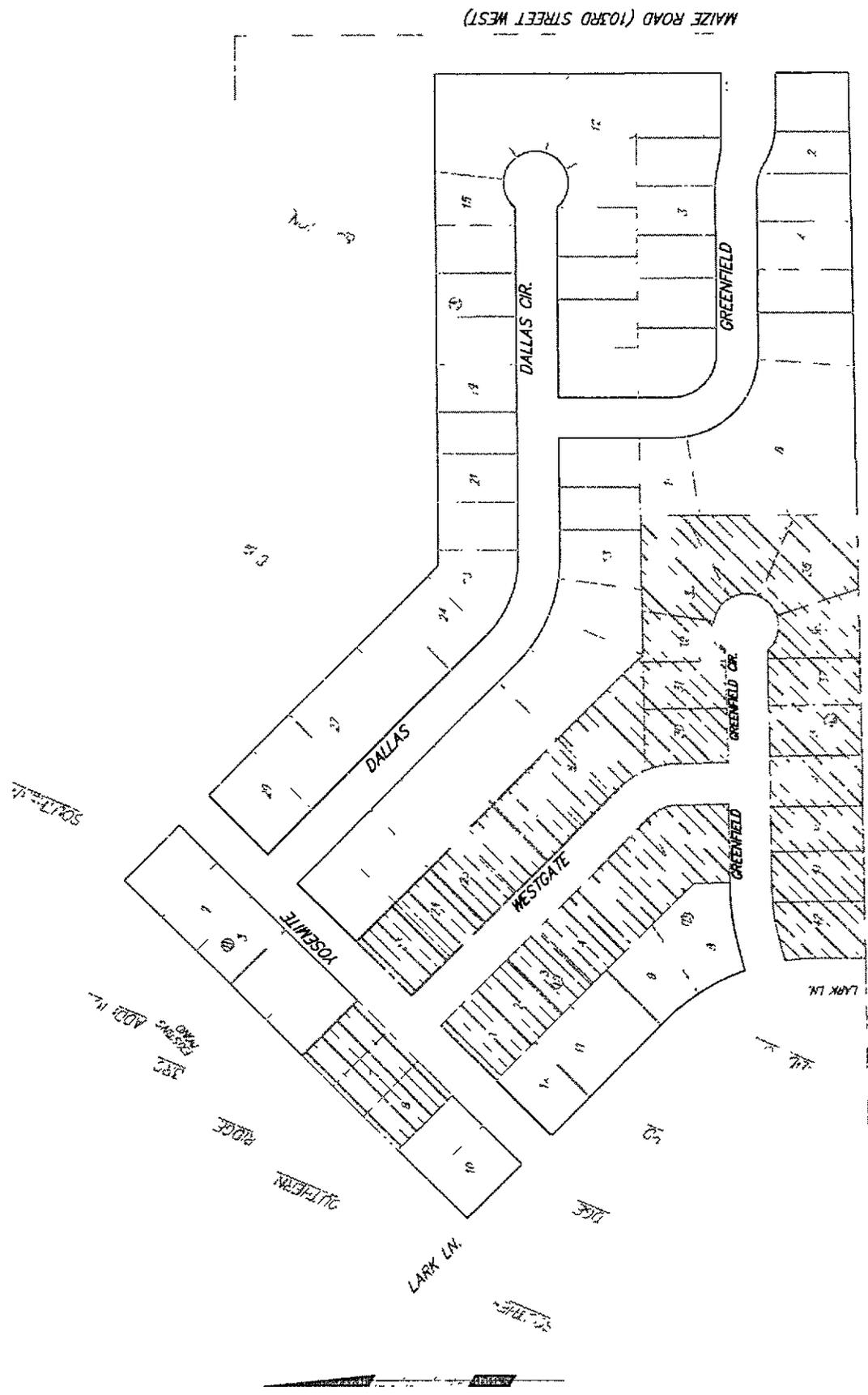
Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	2600	S.Y.	\$32.00	\$83,200.00
Sidewalk	1600	S.F.	\$3 00	\$4,800.00
Wheel Chair Ramps	2	EA.	\$500.00	\$1,000.00
Seeding	1	L.S.	\$1,000.00	\$1,000.00
Easement Grading/Signage	1	L.S.	\$1,500.00	\$1,500.00
Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
Site Clearing & Restoration	1	L.S.	\$10,000.00	\$10,000.00
<b>Subtotal</b>				\$104,000.00
+ 35% Design, Insp. & Administration				\$36,400.00
<b>Total</b>				\$140,400.00

**Petition Amount** **\$141,000**

**Average Cost Per Lot** **\$10,071**

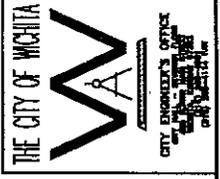
**Average Monthly Assessment** **\$56 (Based on 20 years @ 3%)**

# SOUTHERN RIDGE 4TH ADDITION



PROPOSED IMPROVEMENT DISTRICT                    

(ACTUAL ALIGNMENT TO BE DETERMINED BY DESIGN ENGINEER)



RECEIVED

\$

DEC 26 '12

**PAVING PETITION**  
(Phase 2A)

**CITY CLERK OFFICE**

**REVISED**  
**Project No. 472-84343**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**SOUTHERN RIDGE 4<sup>th</sup> ADDITION**

Lots 6 through 8 Block B  
Lots 23 through 29 Block C  
Lots 1 through 6 Block D

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

- (a) That there be constructed pavement on Yosemite from the southwest line of Lot 4 Block B south to the southwest line of Lot 8, Block B, and on Westgate from the southeast line of Yosemite, southeast to the north line of Lot 29 Block C.

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary

That sidewalk be constructed on Yosemite and Westgate, according to plans and specifications to be furnished by the City Engineer

- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Fifty-Five Thousand Dollars (\$155 000) with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1 2012
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value. Lots 6 through 8, Block B, Lots 23 through 29 Block C and Lots 1 through 6 Block D SOUTHERN RIDGE 4<sup>th</sup> ADDITION shall each pay 1/16 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

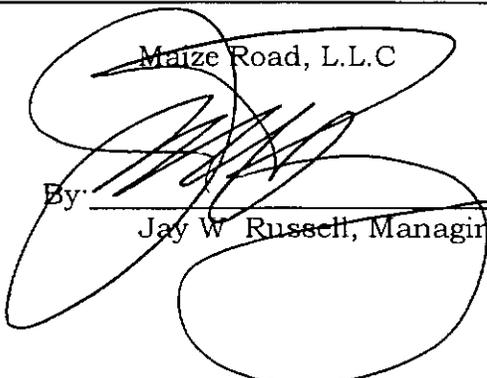
2 It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04 This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

4 That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County Kansas, the petition may be found sufficient if signed by

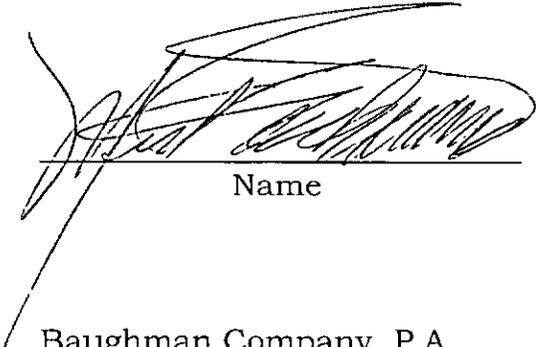
either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>SOUTHERN RIDGE 4<sup>TH</sup> ADDITION</b> Lots 6 through 8 Block B Lots 23 through 29 Block C Lots 1 through 6 Block D	 Maize Road, L.L.C By: _____ Jay W. Russell, Managing Member	12/18/12

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states. That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.

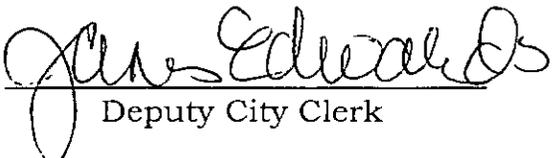
  
Name

Baughman Company P.A.  
315 Ellis, Wichita, KS 67211  
Address

262 7271  
Telephone No.

Sworn to and subscribed before me this 20<sup>th</sup> day of December  
2012



  
Deputy City Clerk

# SOUTHERN RIDGE 4TH ADDITION

Wichita, Sedgwick County Kansas

## PAVING PETITION Phase 2A

### Benefit District: (16 Lots)

Lots 6 through 8, Block B

Lots 23 through 29, Block C

Lots 1 through 6 Block D

### Cost Estimate:

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	2800	S Y	\$32.00	\$89,600.00
Sidewalk	3000	S.F	\$3.00	\$9,000.00
Wheel Chair Ramps	2	EA.	\$500.00	\$1,000.00
Seeding	1	L.S.	\$1,000.00	\$1,000.00
Easement Grading/Signage	1	L.S.	\$1,500.00	\$1,500.00
Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
Site Clearing & Restoration	1	L.S.	\$10,000.00	\$10,000.00
<b>Subtotal</b>				<b>\$114,600.00</b>
+ 35% Design, Insp. & Administration				\$40,110.00
<b>Total</b>				<b>\$154,710.00</b>

Petition Amount	\$155,000
Average Cost Per Lot	\$9,688
Average Monthly Assessment	\$54 (Based on 20 years @ 3%)

DEC 26 '12

**PAVING PETITION**  
(Phase 2B)

CITY CLERK OFFICE

**REVISED**  
**Project No. 472-84343**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members.

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

472- 85045

**SOUTHERN RIDGE 4<sup>th</sup> ADDITION**  
Lots 30 through 42, Block C  
Lot 7 Block D

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

- (a) That there be constructed pavement on Westgate from the south line Lot 29 Block C southeast to the north line of Greenfield, on Greenfield from the east line of Westgate, west to the east line of Lark Ln. and on Greenfield Cir from the east line of Greenfield, east to and including the cul-de-sac.

*Dist IV  
South of Pawnee  
West of Marze*

That said pavement between aforesaid limits be constructed for a width of thirty (30) feet from gutter line to gutter line, and each gutter to be two (2) feet in width, making a total roadway width of thirty-four (34) feet with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary

That sidewalk be constructed on Westgate and Greenfield, according to plans and specifications to be furnished by the City Engineer

- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Forty-One Thousand Dollars (\$141 000) with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after December 1 2012
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement or which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 30 through 42 Block C and Lot 7 Block D SOUTHERN RIDGE 4<sup>th</sup> ADDITION shall each pay 1/14 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

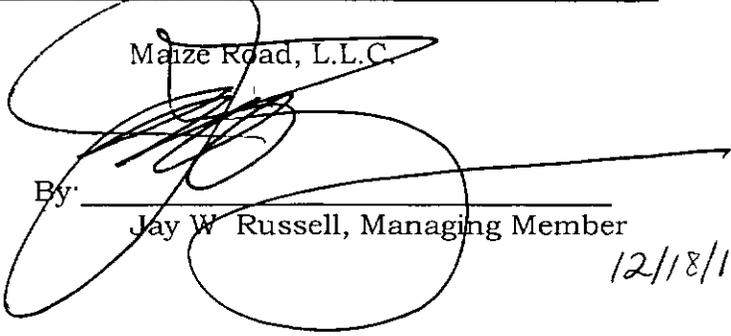
2 It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04 This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

4 That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment

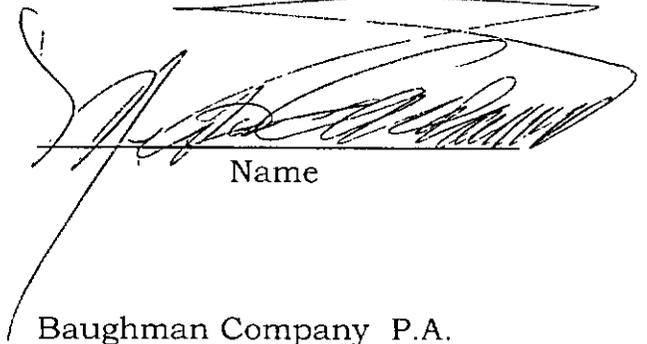
under the proposal, or (2) the resident owners of record of more than one half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<b>SOUTHERN RIDGE 4<sup>TH</sup> ADDITION</b> Lots 30 through 42, Block C Lot 7 Block D	 Maize Road, L.L.C. By: _____ Jay W. Russell, Managing Member	12/18/12

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states. That he circulated the attached petition and the signatures thereon are the genuine signatures of the persons they support to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the resident owners whose signatures appears on the petition.



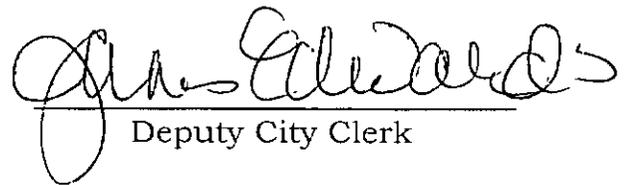
Name

Baughman Company P.A.  
315 Ellis, Wichita, KS 67211  
Address

262 7271  
Telephone No

Sworn to and subscribed before me this 26<sup>th</sup> day of December  
2012



  
Deputy City Clerk

# SOUTHERN RIDGE 4TH ADDITION

Wichita, Sedgwick County Kansas

## PAVING PETITION Phase 2B

**Benefit District: (14 Lots)**

Lots 30 through 42, Block C

Lot 7 Block D

**Cost Estimate:**

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	2600	S.Y.	\$32.00	\$83,200.00
Sidewalk	1600	S.F.	\$3 00	\$4,800.00
Wheel Chair Ramps	2	EA.	\$500.00	\$1,000.00
Seeding	1	L.S.	\$1,000.00	\$1,000.00
Easement Grading/Signage	1	L.S.	\$1,500.00	\$1,500.00
Erosion Control	1	L.S.	\$2,500.00	\$2,500.00
Site Clearing & Restoration	1	L.S.	\$10,000.00	\$10,000.00
<b>Subtotal</b>				\$104,000.00
+ 35% Design, Insp. & Administration				\$36,400.00
<b>Total</b>				\$140,400.00

<b>Petition Amount</b>	<b>\$141,000</b>
<b>Average Cost Per Lot</b>	<b>\$10,071</b>
<b>Average Monthly Assessment</b>	<b>\$56 (Based on 20 years @ 3%)</b>

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** Petitions for Paving, Water, and Sewer to Serve Emerald Bay Estates Second Addition (District VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

-----  
**Recommendation:** Approve the petitions, resolution, and amending resolutions.

**Background:** On September 15, 2009, the City Council approved petitions for sanitary sewer and water distribution systems to serve Emerald Bay Estates Second Addition. The developer has submitted new petitions to rephase the construction of infrastructure within the addition to reflect current market conditions. A petition for paving improvements has been submitted as well. The signatures on the petitions represent 100% of the improvement district.

**Analysis:** The projects will provide paving of Shoreline, water distribution system, and sanitary sewer service required for a new residential development located north of 21<sup>st</sup> Street North, west of West Street.

**Financial Considerations:** The existing petitions total \$570,000. The new petitions total \$477,000. The funding source is special assessments.

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

**Recommendations/Actions:** It is recommended that the City Council approve the petitions, adopt the resolution, adopt the amending resolutions, and authorize the necessary signatures.

**Attachments:** Map, CIP Sheets, petitions, resolution, and amending resolutions.

**CAPITAL IMPROVEMENT  
PROJECT AUTHORIZATION  
CITY OF WICHITA**

USE:  
To Initiate Project   
To Revise Project

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

<b>1. Initiating Department</b> Public Works & Utilities	<b>2. Initiating Division</b> Eng & Arch	<b>3. Date</b> 1/22/2013	<b>4. Project Description &amp; Location</b> S Paving in Emerald Bay Estates 2nd Addn																
<b>5. CIP Project Number</b> NI-	<b>6. Accounting Number</b>	<b>7. CIP Project Date (Year)</b> 2012	<b>8. Approved by WCC Date</b>																
<b>9. Estimated Start Date</b> As Required	<b>10. Estimated Completion Date</b> As Required		<b>11. Project Revised</b>																
<b>12. Project Cost Estimate</b>				<b>12A.</b>  <table style="margin-left: auto; margin-right: auto;"> <tr> <td></td> <td style="text-align: center;">Yes</td> <td style="text-align: center;">No</td> </tr> <tr> <td>Platting Required</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	<input type="checkbox"/>	<input type="checkbox"/>	Ordered by WCC	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
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<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>KDOT</b>		<b>TOTAL</b>														
Right of Way																			
Paving, grading & const.		\$118,000			\$118,000														
Bridge & Culverts																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Other																			
<b>Totals</b>		\$118,000		\$118,000															
<b>Total CIP Amount Budgeted</b>																			
<b>Total Prelim. Estimate</b>																			
<b>13. Recommendation: Approve the petition and adopt the resolution.</b>																			
<b>Division Head</b>	<b>Department Head</b>	<b>Budget Officer</b>		<b>City Manager</b>															
		<b>Date</b>		<b>Date</b>															

**CAPITAL IMPROVEMENT  
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CITY OF WICHITA**

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To Initiate Project   
To Revise Project

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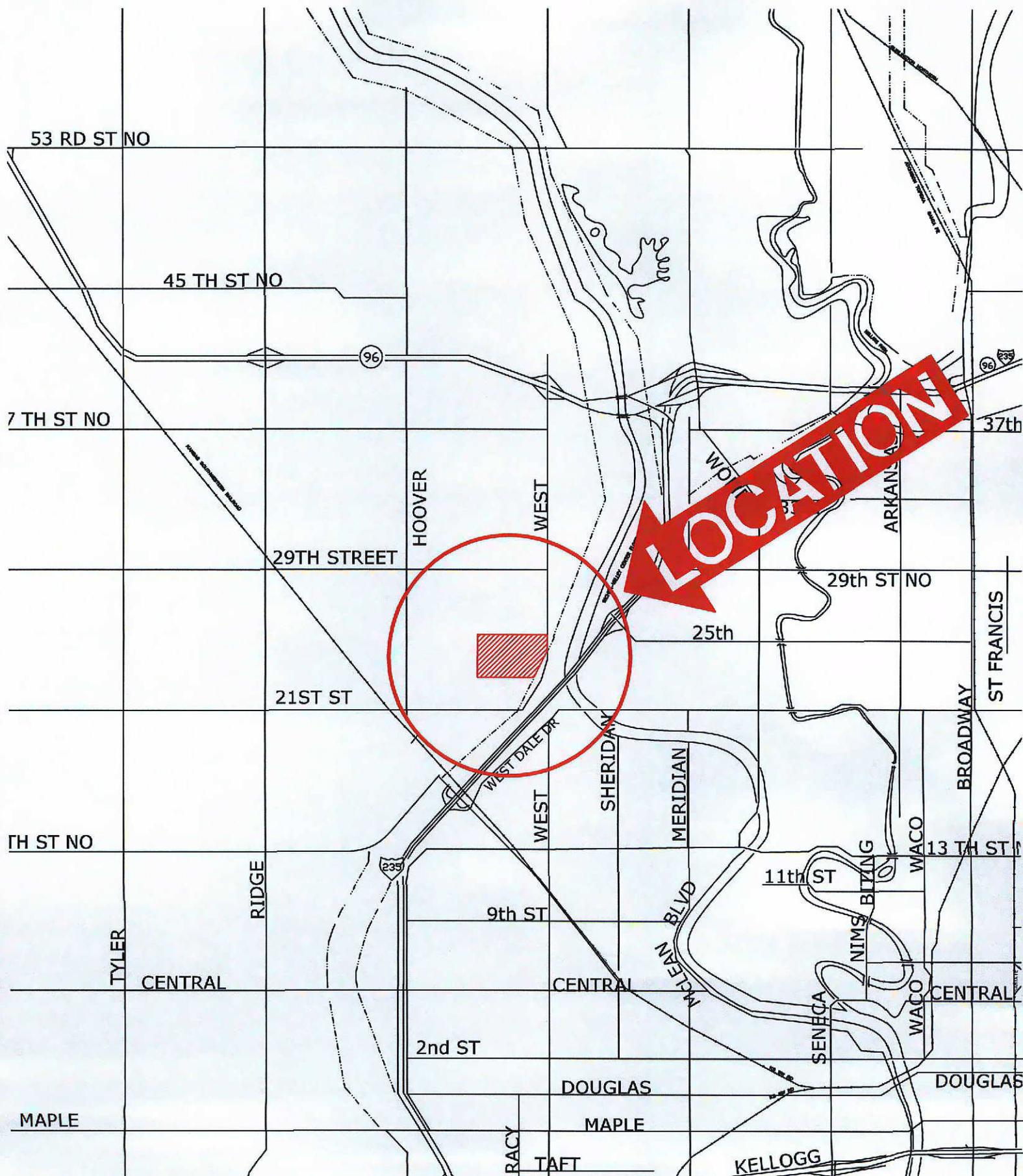
<b>1. Initiating Department</b> Public Works & Utilities	<b>2. Initiating Division</b> Eng & Arch	<b>3. Date</b> 1/22/2013	<b>4. Project Description &amp; Location</b> Sanitary Sewer in Emerald Bay Estates 2nd Addn																
<b>5. CIP Project Number</b> NI	<b>6. Accounting Number</b>	<b>7. CIP Project Date (Year)</b> 2013	<b>8. Approved by WCC Date</b>																
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<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>OTHER*</b>		<b>TOTAL</b>														
Right of Way																			
Paving, grading & const.																			
Bridge																			
Drainage																			
Sanitary Sewer		\$303,000		\$303,000															
Sidewalk																			
Water																			
Traffic Signals & Turn Lanes																			
<b>Totals</b>		\$303,000		\$303,000															
<b>Total CIP Amount Budgeted</b>																			
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<b>1. Initiating Department</b> Public Works & Utilities	<b>2. Initiating Division</b> Eng & Arch	<b>3. Date</b> 1/22/2013	<b>4. Project Description &amp; Location</b> Water Distribution System in Emerald Bay Estates 2nd Addition																
<b>5. CIP Project Number</b> NI	<b>6. Accounting Number</b>	<b>7. CIP Project Date (Year)</b> 2013	<b>8. Approved by WCC Date</b>																
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<b>ITEM</b>	<b>GO</b>	<b>SA</b>	<b>OTHER*</b>		<b>TOTAL</b>														
Right of Way																			
Paving, grading & const.																			
Bridge																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water		\$56,000		\$56,000															
Traffic Signals & Turn Lanes																			
<b>Totals</b>		\$56,000		\$56,000															
<b>Total CIP Amount Budgeted</b>																			
<b>Total Prelim. Estimate</b>																			
<b>13. Recommendation: Approve the petition and adopt the resolution.</b>																			
<b>Division Head</b>	<b>Department Head</b>		<b>Budget Officer</b>	<b>City Manager</b>															
			<b>Date</b>	<b>Date</b>															



8

RECEIVED

WATER DISTRIBUTION SYSTEM PETITION

JAN 3 '13

To the Mayor and City Council  
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

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

EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION

Lots 16 – 30 Block 1

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Fifty Six Thousand Dollars (\$56,000 00) exclusive of the cost of interest on borrowed money with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after November 1 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

*Revises 448-90453*

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the

improvement district shall be liable shall be on a fractional basis:

That the following tracts and lots in Emerald Bay Estates 2<sup>nd</sup> Addition, Wichita, Sedgwick County Kansas shall each pay 1/15 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 16 – 30 Block 1

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

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04

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

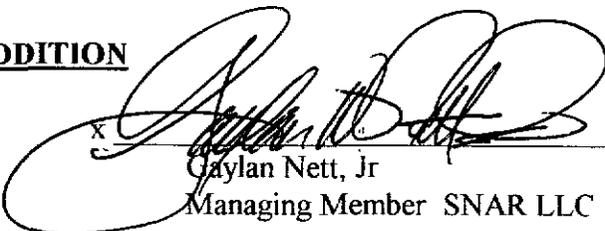
4 That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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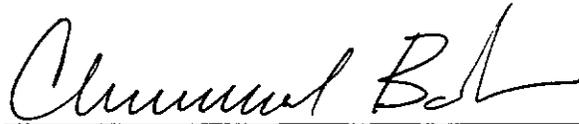
**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 16 – 30, Block 1

X  10/30/12  
 Gaylan Nett, Jr  
 Managing Member SNAR LLC

**AFFIDAVIT**

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.



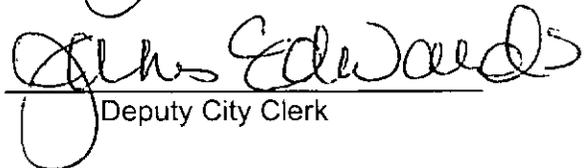
Christopher M. Bohm

924 N. Main Address

264-8008 Telephone number

Sworn to and subscribed before me this 3<sup>rd</sup> day of January 2013.





Deputy City Clerk

RECEIVED

JAN 3 '13

CITY CLERK OFFICE

Ⓢ

PAVING PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION

472-85072

Lots 23 – 56, Block 1

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

- (a) That there be constructed pavement on **SHORELINE** from the west line of Lot 30, Block 1 to the east line of Lot 23 Block 1 Emerald Bay Estates 2<sup>nd</sup> Addition;

That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage is to be installed where necessary and sidewalks to be constructed on one side of all through, non cul-de-sac streets.

- (b) That the estimated and probable cost of the foregoing improvement being One Hundred Eighteen Thousand Dollars (\$118,000.00), exclusive of the cost of interest on borrowed money with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at a pro rata of 1 percent per month from and after November 1, 2012.

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

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County Kansas shall each pay 1/66 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 31 – 56, Block 1

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County Kansas shall each pay 5/66 of the total cost of the improvement district.

**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 23 – 30 Block 1

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

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04

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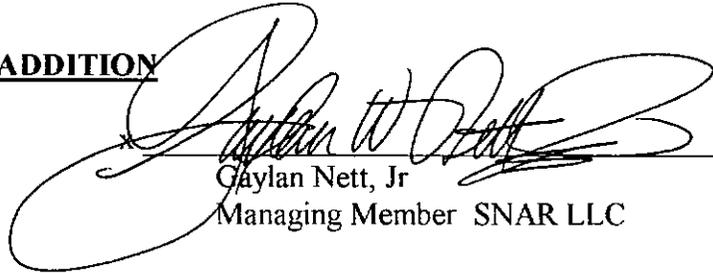
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WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**EMERALD BAY ESTATES 2<sup>ND</sup> ADDITION**

Lots 23 – 56, Block 1

		12/27/12
	Gaylan Nett, Jr Managing Member SNAR LLC	

**AFFIDAVIT**

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

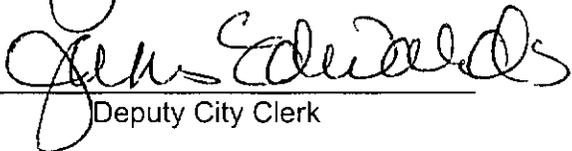
  
\_\_\_\_\_  
Christopher M. Bohm

924 N. Main \_\_\_\_\_  
Address

264-8008 \_\_\_\_\_  
Telephone number

Sworn to and subscribed before me this 3<sup>rd</sup> day of January 2013.



  
\_\_\_\_\_  
Deputy City Clerk

RECEIVED

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JAN 3 13

CITY CLERK OFFICE

**SANITARY SEWER PETITION**

To the Mayor and City Council *Lot 3 Main 23, SW1*  
Wichita, Kansas

Dear Council Members:

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

**EMERALD BAY ESTATES 2<sup>nd</sup> ADDITION**

Lots 23 – 56, Block 1  
Lots 1 – 13 Block 2

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Three Hundred Three Thousand Dollars (\$303 000 00), exclusive of the cost of interest on borrowed money with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after November 1, 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable

*448-90453-  
468-84638*

*9 15-09*

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

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

That the following described lots and tracts situated in **Emerald Bay Estates 2nd Addition**, Wichita, Sedgwick County Kansas shall each pay 1/47 of the total cost payable by the improvement district:

**EMERALD BAY ESTATES 2<sup>nd</sup> ADDITION**

Lots 23 – 56 Block 1

Lots 1 – 13 Block 2

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

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 12 1013 which appear to limit the assessment for a lateral sewer to not more than one lateral sewer

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

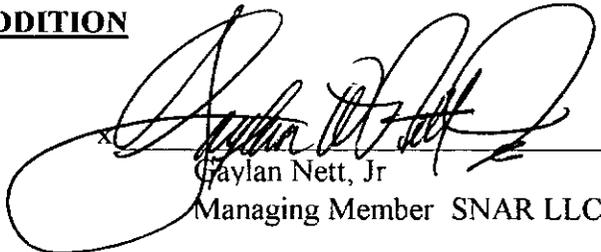
4 That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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**EMERALD BAY ESTATES 2<sup>nd</sup> ADDITION**

Lots 23 – 56, Block 1  
Lots 1 – 13 Block 2

 10/30/12  
Gaylan Nett, Jr  
Managing Member SNAR LLC

**AFFIDAVIT**

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

Christopher M. Bohm  
Christopher M. Bohm

924 N. Main Address

264-8008 Telephone number

Sworn to and subscribed before me this 3<sup>rd</sup> day of January 2013.



James Edwards  
Deputy City Clerk

132019

First Published in the Wichita Eagle on February 15, 2013

**RESOLUTION NO. 13-035**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 3, MAIN 23, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 21ST, WEST OF WEST STREET) 468-84638** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 3, MAIN 23, SOUTHWEST INTERCEPTOR SEWER (NORTH OF 21ST, WEST OF WEST STREET) 468-84638** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **09-295** adopted on September **15, 2009** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct **Lateral 3, Main 23, Southwest Interceptor Sewer (north of 21st, west of West Street) 468-84638**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Three Hundred Three Thousand Dollars (\$303,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2012**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 23 through 56, Block 1

Lots 1 through 13, Block 2

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following described lots and tracts situated in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/47 of the total cost payable by the improvement district:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 23 through 56, Block 1

Lots 1 through 13, Block 2

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 12th day of February, 2013.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on February 15, 2013

**RESOLUTION NO. 13-036**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON **SHORELINE**, FROM THE WEST LINE OF LOT 30, BLOCK 1 TO EAST LINE OF LOT 23, BLOCK 1, EMERALD BAY ESTATES 2ND ADDITION (NORTH OF 21ST, WEST OF WEST STREET) 472-85072 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON **SHORELINE**, FROM THE WEST LINE OF LOT 30, BLOCK 1 TO EAST LINE OF LOT 23, BLOCK 1, EMERALD BAY ESTATES 2ND ADDITION (NORTH OF 21ST, WEST OF WEST STREET) 472-85072 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave **Shoreline, from the west line of Lot 30, Block 1 to east line of Lot 23, Block 1, Emerald Bay Estates 2nd Addition (north of 21st, west of West Street) 472-85072.**

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Eighteen Thousand Dollars (\$118,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 23 through 56, Block 1

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 1/66 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 31 through 56, Block 1

That the following lots and tracts in Emerald Bay Estates 2nd Addition, Wichita, Sedgwick County, Kansas shall each pay 5/66 of the total cost of the improvement

district:

**EMERALD BAY ESTATES 2ND ADDITION**  
Lots 23 through 30, Block 1

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 12th day of  
February, 2013.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on February 15, 2013

**RESOLUTION NO. 13-037**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90453 (NORTH OF 21ST, WEST OF WEST STREET)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90453 (NORTH OF 21ST, WEST OF WEST STREET)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 12-234 adopted on **October 16, 2012** is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90453 (north of 21st, west of West Street)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Fifty-Six Thousand Dollars (\$56,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **November 1, 2012**, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 16 through 30, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement district for which the improvement district shall be liable shall be on a fractional basis: That the following tracts and lots shall each pay 1/15 of the total cost of the improvement district:

**EMERALD BAY ESTATES 2ND ADDITION**

Lots 16 through 30, Block 1

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

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said

improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 12<sup>th</sup> day of February, 2013.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF,  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Midwest vs. Southwest Dual 5K (District I and VI)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Kimberly Rubio, Addison’s Army Against Melanoma is coordinating the Midwest vs. Southwest Dual 5K with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Midwest vs. Southwest Dual 5K February 23, 2013 12:30 pm – 2:00 pm**

- McLean Boulevard, Lincoln Street to Maple/Lewis Street, north bound lanes only
- Lewis Street, McLean Boulevard to Waterman Street
- Waterman Street, McLean Boulevard to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** Repairs to Kellogg Bridge from McLean to Topeka (Districts I, III, and IV)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the agreement.

**Background:** The Kansas Department of Transportation (KDOT) intends to repair the Kellogg Bridge at the Central Business District viaduct from west of McLean Street to east of Topeka Street. The work will be completed by KDOT and will repair the post-tensioned ducts for the Kellogg Flyover.

**Analysis:** An agreement has been prepared between the City and KDOT authorizing the bridge repair work in a City-owned right-of-way.

**Financial Considerations:** The City assumes no financial responsibility as the Kellogg Bridge is owned by the State of Kansas and all repair work will be funded by KDOT.

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

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

**Attachments:** Agreement.

PROJECT NO. 54-87 KA-1647-02  
BRIDGE REPAIR  
CITY OF WICHITA, KANSAS

## A G R E E M E N T

This Agreement is between **MICHAEL S. KING, Secretary of Transportation**, Kansas Department of Transportation (KDOT) (the “Secretary”) and the **City of Wichita, Kansas** (“City”), **collectively**, the “Parties.”

### R E C I T A L S :

A. The Secretary has authorized a bridge repair project, as further described in this Agreement.

The Secretary and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of city connecting links of the State Highway System through the City.

B. The Secretary desires to construct the Project on US-54, a city connecting link for the State Highway System, and the City agrees to the Project in the City.

C. The Secretary and the City desire to enter into an Agreement to make improvements to the state highway through the use of state funds.

D. Cities are, under certain circumstances, entitled to receive assistance in the financing of the construction and reconstruction of roads and streets, provided however, in order to be eligible for such state aid, such work is required to be done in accordance with the laws of the State of Kansas.

**NOW THEREFORE**, in consideration of these premises and the mutual covenants set forth herein, the Parties agree to the following terms and provisions.

### A R T I C L E I

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“City”** means the City of Wichita, Kansas, with its place of business at 455 N. Main Street, Wichita, Kansas 67202.

3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving or demolishing any structure, building or highway; any drainage, dredging, excavation, grading or similar work upon real property.
4. **“Design Plans”** means design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies necessary for the Project under this Agreement.
5. **“Effective Date”** means the date this Agreement is signed by the Secretary or his designee.
6. **“Encroachment”** means any building, structure, farming, vehicle parking, storage or other object or thing, including but not limited to signs, posters, billboards, roadside stands, fences, or other private installations, not authorized to be located within the Right of Way which may or may not require removal during Construction pursuant to the Design Plans.
7. **“KDOT”** means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
8. **“Letting or Let”** means the process of receiving bids and awarding a Construction contract for any portion of the Project.
9. **“Non-Participating Costs”** means the costs of any items or services which the Secretary reasonably determines are not Participating Costs.
10. **“Participating Costs”** means expenditures for items or services which are an integral part of highway, bridge and road construction projects, as reasonably determined by the Secretary.
11. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the City.
12. **“Project”** means all phases and aspects of the construction endeavor to be undertaken by the Secretary, being: **Bridge repair on US-54 Central Business District (CBD) Viaduct in Wichita, Kansas**, and is the subject of this Agreement.
13. **“Right of Way”** means the real property and interests therein necessary for Construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the Design Plans.
14. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.

15. **“Utilities” or “Utility”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, including fire and police signal systems which directly and/or indirectly serves the public.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Project Construction.** The Secretary shall undertake and complete the Project except as otherwise modified by this Agreement.
2. **Right of Way Acquisition.** In the name of the Secretary, the Secretary will perform appraisal and acquisition work including condemnation, if necessary, for Right of Way as shown on the Design Plans. All costs for Right of Way as shown on the Design Plans will be paid for with state funds. The Secretary will receive and disburse all funds directly to the parties involved in acquisition of Right of Way.
3. **Design, Letting, and Administration.** The Secretary will prepare the Design Plans, Let the contract for the Project, and administer the Construction of the Project, and administer the payments due the Contractor. Except as otherwise provided, all Construction items included in the Design Plans shall be paid for with state funds.
4. **General Indemnification.** To the extent permitted by law and subject to the Kansas Tort Claims Act, including but not limited to the exceptions and maximum liability provisions, the Secretary shall defend, indemnify, hold harmless, and save the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the Secretary, the Secretary’s employees, or subcontractors. The Secretary shall not be required to defend, indemnify, hold harmless, and save the City for negligent acts or omissions of the City or its authorized representatives or employees.
5. **Indemnification by Contractors.** The Secretary will require the Contractor to indemnify, hold harmless, and save the Secretary and the City from personal injury and property damage claims arising out of the act or omission of the Contractor, the contractor’s agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the City defends a third party’s claim, the Contractor shall indemnify the Secretary and the City for damages paid to the third party and all related expenses either the Secretary or the City or both incur in defending the claim
6. **Utilities.**
  - (a) **Utility Relocation.** The Secretary will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing Utilities necessary

to construct the Project in accordance with the final Design Plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the KDOT Utility Accommodation Policy (UAP), as amended or supplemented.

(b) Cost of Relocation.

- (i) If the City has a population of less than 2,501 (based on the U.S. Bureau of Census- 2010 Census), the Secretary agrees to be responsible for the expense to remove or adjust City owned Utilities located on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The payment of such expense by the Secretary shall be by a separate Utility adjustment agreement between the Secretary and the City.
- (ii) If the City has a population of more than 2,500 (based on the U.S. Bureau of Census-2010 Census), the Utility owners shall be responsible for the expense to remove or adjust all Utility facilities on public Right of Way as necessary to construct the Project in accordance with the final Design Plans. The expense of removal or adjustment of Utilities located on private easements shall be reimbursed to the Utility owners by the Secretary. The payment of such expense by the Secretary shall be by separate Utility adjustment agreement between the Secretary and the Utility owners.

**ARTICLE III**

**CITY RESPONSIBILITIES:**

1. **Legal Authority.** The City shall, by resolution or other official act, authorize the Secretary to undertake and complete the Project within the corporate limits of the City. The City further agrees to adopt all necessary ordinances and/or resolutions and to take such administrative or legal steps as may be required to give full effect to the terms of this Agreement

2. **City Right of Way.** The Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final Design Plans, for the purpose of constructing and maintaining the Project. The Secretary shall not participate in the cost of the Right of Way or easements, unless the Secretary determines the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and Construction of the Project.

3. **Removal of Encroachments.** The City shall initiate and proceed with diligence to remove or require the removal of all Encroachments either on or above the limits of the Right of Way within its jurisdiction as shown on the final Design Plans for this Project. It is further agreed all such Encroachments will be removed before the Project is advertised for Letting; except the Secretary may permit the Project to be advertised for Letting before such

Encroachment is fully removed if the Secretary determines the City and the owner thereof have fully provided for the physical removal of the Encroachment and such removal will be accomplished within a time sufficiently short to present no hindrance or delay to the Construction of the Project.

4. **Future Encroachments.** Except as provided by state and federal laws, the City agrees it will not in the future permit Encroachments upon the Right of Way of the Project, and specifically will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than of the distance permitted by the National Fire Code from the Right of Way line.

5. **Use of Right of Way.** All Right of Way provided for the Project shall be used solely for public highway purposes..

6. **Parking Control.** The City shall prohibit parking of vehicles on the city connecting link and on the acceleration and deceleration lanes of all connecting streets and highways and on additional portions of the connecting streets and highways as the Secretary may deem necessary to permit free flowing traffic throughout the length of the Project covered by this Agreement.

7. **Access Control.** The City will maintain the control of access rights and prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final Design Plans, unless prior approval is obtained from the Secretary.

8. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the City shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the City to any party outside of the Secretary and all costs incurred by the City not to be reimbursed by the Secretary for preliminary engineering, right of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project.

## ARTICLE IV

### GENERAL PROVISIONS:

1. **Incorporation of Design Plans.** The final Design Plans for the Project are by this reference made a part of this Agreement.

2. **Traffic Control.** The Parties agree to the following with regard to traffic control for the Project:

- (a) **Temporary Traffic Control.** The Secretary shall determine in consultation with the City the manner in which traffic is to be handled during Construction. Before the final Design Plans have been completed, detour routes and street closings, if necessary, shall be agreed upon by authorized representatives of the City and the Secretary, and noted on the final Design Plans. If revisions to the traffic handling plan are proposed during the progress of Construction, the

City and the Secretary shall approve such revisions before they become effective.

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

3. **City Connecting Link.** The Parties have in the past entered into an agreement covering routine maintenance of the city connecting link and it is the Parties' intention that the agreement for routine maintenance shall remain in full force and effect and the mileage set out in the city connecting link agreement is not be affected by this Agreement.

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

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Termination.** If, in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the City and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

***The signature page immediately follows this paragraph.***

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

THE CITY OF \\_\_\_\_\_, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

**KANSAS DEPARTMENT OF TRANSPORTATION**

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

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

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

**NOTIFICATION**

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

**CLARIFICATION**

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

**Nondiscrimination Clauses**

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

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) Information and Reports: The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) Employment: The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) Disadvantaged Business Obligation
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) Executive Order 12898
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) Incorporation of Provisions: The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

**CONTRACTUAL PROVISIONS ATTACHMENT**

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council  
**SUBJECT:** Interlocal Agreements (All Districts)  
**INITIATED BY:** Wichita Transit  
**AGENDA:** Consent

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**Recommendation:** Approve the interlocal agreements for Sedgwick County and the City of Derby.

**Background:** Each year, the Federal Transit Administration (FTA) provides grant money for use in providing urban public transportation services. The amount of funding is based upon a complex formula involving miles driven, passenger rides provided, population area, and density serviced, etc.

**Analysis:** The 2000 census figures enlarged the service area for which the City of Wichita is allowed to seek funds to include parts of Sedgwick County and other incorporated entities within the urbanized area (UZA). The City can request funds for public transportation services to enhance the programs of Sedgwick County and the urbanized area and pass through a portion of the total annual apportionment. For Fiscal Year 2013, the pass-through funds will be for a total of \$200,000 federal portion for planning, preventive maintenance, and operating, of which Sedgwick County will receive \$160,000, and the City of Derby will receive \$40,000.

**Financial Considerations:** None. Sedgwick County and City of Derby will pay the 20% matching portions.

**Legal Considerations:** The City will have no part in operating these transportation programs. It will give guidance for the federal reporting required under the grant. By the attached interlocal agreements, Sedgwick County and the City of Derby will agree to adhere to all federal program requirements attached to the grant. The City's Law Department has reviewed and approved these agreements as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the interlocal agreements.

**Attachments:** Interlocal agreements for Sedgwick County and the City of Derby.

INTERLOCAL AGREEMENT  
For Section 5307 Funding

This interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“WICHITA”) and the City of Derby, Kansas (“DERBY”).

WICHITA and DERBY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide on-going support to transit services provided by WICHITA and DERBY. It is therefore, mutually agreed as follows:

1. **Term.** The Agreement shall be effective upon execution by all parties hereto and shall be effective FY 2013 terminating after receipt of final payment or 3 years from Federal Fiscal year of the grant, unless terminated earlier as allowed below.
2. **Operations and Management.** WICHITA and DERBY shall each be solely responsible for the separate operation and management of their respected public transportation systems. WICHITA and DERBY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist DERBY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit Database, etc. WICHITA will be responsible for scheduling an annual meeting with DERBY for review and future planning.
3. **Allocation of FY2013 Section 5307 Funds.** For FY2013, DERBY shall be designated by WICHITA to be a sub-grantee (pass-through) recipient to receive Section 5307 (CFDA 20.507) funding for program support and preventive maintenance. The FTA grant number awarded is KS-90-X145. Section 5307 funding requires all sub-grantee (pass-through) recipients to fund a percentage of the total cost as a local match. Total amount to DERBY is **\$60,125**. The allocation anticipated from the FTA Section 5307 funds in FY2013 is **\$40,000**, with a local match of **\$20,125**. The total allocation for operating is \$27,000 [federal portion \$13,500, local match \$13,500 (50%/50%)]; the total allocation for program support is \$33,125 [federal portion \$26,500, local match \$6,625 (80%/20%)].
4. **Application for Section 5307 Funding.** WICHITA shall apply to the FTA for funding under Paragraph 3. The funds received by DERBY shall be matched at an appropriate percentage by local funds secured by DERBY and shall be available for use by DERBY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibit C and D attached.
5. **Future Section 5309 Applications.** WICHITA and DERBY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by DERBY.
6. **Carryover of Funds.** Funds allocated to DERBY pursuant to Sections 4 and 5 may be carried over for a maximum of 3 years from start of federal fiscal of grant.
7. **Future Allocation of 5307 Funds.** Based on the amount of carryover funds available and the availability of SECTION 5307 funds, DERBY may be subject to less apportionment than the \$40,000 FTA portion available for allocation in a Fiscal Year. This will be determined during the annual planning meeting.

8. **Compliance with Laws.** WICHITA and DERBY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.
9. **Extension of Agreement.** WICHITA and DERBY may extend this Agreement on a year-to-year basis with written approval of both parties. Funds are secured in the agreement year and subject to be spent within FTA requirements.
10. **Establishment and Maintenance of Records.** DERBY shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, DERBY shall retain such financial and non-financial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, oversight or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.
11. **Reports and Information.** DERBY, at such times and in such forms as WICHITA or its designates and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.
12. **Audits and Inspections.** DERBY shall, at anytime, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), for examination of all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, oversights, examinations, excerpts, and transcriptions. DERBY is required to provide WICHITA with access to their single audit report.
13. Per OMB Circular A-133: **Pass-through entity responsibilities.** A pass-through entity shall perform the following for the federal awards it makes:
  - A. Identify federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of Federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the Federal award.
  - B. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity.
  - C. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
  - D. Ensure that subrecipients expending \$500,000 or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.
  - E. Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
  - F. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.

- G. Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

14. **Discrimination.**

- A. **Discrimination Prohibited.** No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 – Pub. L. 88-352). For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of DERBY receiving funds pursuant to this Agreement.
- B. DERBY further agrees to implement and comply with the “Revised Non-discrimination and Equal Employment Opportunity Statement” for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans with Disabilities Act of 1990, as amended.

15. **Payments.**

- A. **Compensation and Method of Payment.** Compensation and method of payment to DERBY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of WICHITA.
- B. **Total Payments.** Total payments to DERBY will be in the contracted amount of \$40,000.00 FTA portion starting January 1, 2013, unless carryover money remains, then carryover money will be drawn down first.
- C. **Restriction on Disbursements.** No grant funds shall be disbursed to DERBY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

16. **Termination Clause.** Whenever either of the parties hereto determines that termination of this Agreement is in such party’s best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

- A. Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;
- B. This Agreement may be terminated if project funds to WICHITA under the grant are suspended or terminated;
- C. Either party hereto may also, by giving thirty (30) days notice, terminate this Agreement for convenience;
- D. Upon receipt of notice of termination, DERBY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly

cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit, within a reasonable period of time to be specified by WICHITA, a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

17. **Appendices.** All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C, the terms of Exhibit C shall take precedence.

Exhibit A	Nondiscrimination and Equal Employment Opportunity Statement
Exhibit B	Scope of Services and Method of Payment
Exhibit C	Fiscal Year 2013 Certifications and Assurances for FTA Assistance Programs
Exhibit D	FTA 2013 Master Agreement of _____
Exhibit E	Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions

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

**CITY OF DERBY, KANSAS**  
**By order of the City Council**

**CITY OF WICHITA, KANSAS**  
**By order of the City Council**

\_\_\_\_\_  
Dion Avello, Mayor

\_\_\_\_\_  
Carl Brewer, Mayor

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Philip Alexander, City Attorney

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Jean Epperson, City Clerk

\_\_\_\_\_  
Karen Sublett, City Clerk

**Exhibit A**  
**Nondiscrimination and Equal Employment Opportunity Statement**

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 Nondiscrimination—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 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 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 Agreement 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 Agreement 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 Agreement, 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 Paragraph 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 Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination – 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 and 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 the 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 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 nondiscrimination – equal employment opportunity requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, or subcontractor shall be deemed to have breached the present contract, purchase order, or Agreement and it may be canceled, terminated, or suspended in whole or in part by the City or its agency, and further civil rights complaints or investigations may be referred to the State;
4. The vendor, supplier, contractor, or subcontractor shall include the provisions of Subsection 1 through 3, inclusive, of this present section in every subcontract, sub-purchase order, or sub-Agreement so that such provisions will be binding upon each subcontractor, sub-vendor, or sub-supplier.
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 Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or Agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors, or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the federal government or contract involving federal funds; provided that such contractor, subcontractor, vendor, or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the federal agency involved.

**Exhibit B**  
**Scope of Services and Method of Payment**

The City of Derby will provide preventive maintenance and planning activities in support of general public transportation services in Derby, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant in FY2013 is \$40,000. The total allocation for program support and operating functions for DERBY's transportation system for FY2013 is **\$60,125**; the federal portion is **\$40,000** and DERBY's portion is **\$20,125**. The total allocation for operating is \$27,000 [federal portion \$13,500, local match \$13,500 (50%/50%)]; the total allocation for program support is \$33,125 [federal portion \$26,500, local match \$6,625 (80%/20%)].

DERBY will submit an invoice for payment no later than 30 days after the end of each quarter. WICHITA will reimburse DERBY for the invoiced amount no later than 30 days after the invoice is received. A line item list of expenses must be attached to the invoice for WICHITA to examine and determine if all expenses are FTA eligible. Any ineligible costs will be rejected by WICHITA and DERBY must submit a revised invoice.

**Exhibit C**  
**Fiscal Year 2013 Certifications and Assurances for FTA Assistance Programs**

The 2013 Certifications and Assurances will be on file for review at Wichita Transit, 777 E. Waterman as of January 1, 2013.

**Exhibit D**  
**FTA 2013 Master Agreement**

**Exhibit E**  
**Certification Regarding**  
**Debarment, Suspension, and Other Responsibility Matters**  
**Primary Covered Transactions**

I certify, by agreement of this contract, that neither \_\_\_\_\_,  
(name of supplier, independent contractor, or offering party)

nor any of its principals or subcontractors with a price equaling or exceeding \$25,000 to be awarded, that are a part of this offer is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or activities under Executive Order 12549 (Debarment and Suspension), and neither \_\_\_\_\_, nor any of its principals or  
(name of supplier, independent contractor, or offering party)

subcontractors, is listed on the General Services Administration's list of Parties Excluded from Federal Programs (available through the Internet at (<http://epls.arnet.gov/servlet/EPLSSearchMain/1>) and on the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov/search.html>), and neither \_\_\_\_\_, nor any of its principals or subcontractors has, within a  
(name of supplier, independent contractor, or offering party)

three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses; and have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the party is unable to certify to any of the statements in this certification, such party shall attach an explanation to this offer.

Where a party fails to submit and complete this certification, such party's offer shall be determined to be an incomplete submission.

**Business/Supplier/Independent Contractor/Individual**

Name: \_\_\_\_\_  
Federal Tax ID No.: \_\_\_\_\_  
DUNS No.: \_\_\_\_\_  
Address: \_\_\_\_\_

**By (individual or authorized representative)**

Name (signed): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

INTERLOCAL AGREEMENT  
For Section 5307 Funding

This interlocal agreement (Agreement) is entered into by and between the City of Wichita, Kansas (“WICHITA”) and Sedgwick County, Kansas (“COUNTY”).

WICHITA and COUNTY both operate public transportation services within the WICHITA metropolitan area, and are committed to continuing such services in a cooperative and coordinated manner. The purpose of this Agreement is to provide for allocation of federal funds available under the Urban Mass Transportation Act of 1964 (“Act”) to provide on-going support to transit services provided by WICHITA and COUNTY. It is, therefore, mutually agreed as follows:

1. **Term.** The Agreement shall be effective upon execution by all parties hereto and shall be effective FY 2013, terminating after receipt of final payment or 3 years from Federal Fiscal year of the grant, unless terminated earlier as allowed below.
2. **Operations and Management.** WICHITA and COUNTY shall each be solely responsible for the separate operation and management of their respected public transportation systems. WICHITA and COUNTY agree to act with due diligence and good faith in the exercise of the operation and management of their respective transit systems to comply with the terms of this Agreement and to work together in a mutually supportive manner to ensure the implementation of all provisions contained in this Agreement. WICHITA agrees to assist COUNTY in set-up guidance for proper reimbursement and payout documents, data submission for the National Transit Database, etc. WICHITA will be responsible for scheduling an annual meeting with COUNTY for review and future planning.
3. **Allocation of FY2013 Section 5307 Funds.** For FY2013, COUNTY shall be designated by WICHITA to be a sub-grantee (pass-through) recipient to receive Section 5307 (CFDA 20.507) funding for preventive maintenance and program support. The FTA grant number awarded is KS-90-X145. The total allocation for COUNTY’s transportation system for FY2013 is **\$200,000**; the federal portion is **\$160,000** and the COUNTY’s portion is **\$40,000** for the required 20% local match. Additionally, COUNTY will receive a total of **\$21,374.90** (\$17,100 federal portion and \$4,274.9 local portion) of funds previously apportioned to BUTLER COUNTY. Funds reached the 3 year maximum for carry-over before being spent and therefore are being transferred to COUNTY to be expended in federal fiscal year 2013.
4. **Application for Section 5307 Funding.** WICHITA shall apply to the FTA for funding under Paragraph 3. The funds received by COUNTY shall be matched at an appropriate percentage (20% of the total allocation) by local funds secured by COUNTY and shall be available for use by COUNTY, as its governing body deems appropriate within the FTA requirements, as set out in Exhibit C and D attached.
5. **Future Section 5309 Applications.** WICHITA and COUNTY shall cooperate to pursue applications as may be appropriate for capital grants under Section 5309, which shall include funds for capital acquisitions by COUNTY.
6. **Carryover of Funds.** Funds allocated to COUNTY pursuant to Paragraphs 4 and 5 may be carried over for a maximum of 3 years from start of federal fiscal of grant.
7. **Future Allocation of 5307 Funds.** Based on the availability of SECTION 5307 funds, COUNTY may be subject to less apportionment than the \$160,000 FTA portion available for allocation in a fiscal year. This will be determined during the annual planning meeting.

8. **Compliance with Laws.** WICHITA and COUNTY hereby agree, in the performance of this Agreement, to comply with all applicable federal, state, and local laws, including specifically all relevant requirements of the Act, as appropriate, which may separately and individually apply to their respective jurisdictions.
9. **Extension of Agreement.** WICHITA and COUNTY may extend this Agreement on a year-to-year basis with written approval of both parties. Funds are secured in the agreement year and subject to be spent within FTA requirements.
10. **Establishment and Maintenance of Records.** COUNTY shall establish and maintain records as prescribed by WICHITA, with respect to all matters covered by this Agreement. Except as otherwise authorized by WICHITA, COUNTY shall retain such financial and nonfinancial related records for a period of three (3) years after receipt of the final payment under this Agreement or termination of this Agreement. However, if any litigation, claim, negotiation, audit, oversight or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of issues which arise from it or until the end of the regular three-year period, whichever is later.
11. **Reports and Information.** COUNTY, at such times and in such forms as WICHITA or its designated and authorized representative(s) may require, shall furnish to WICHITA, the FTA, or their designated and authorized representative(s) such statements, records, reports, data, and information as they may request pertaining to matters covered by this Agreement.
12. **Audits and Inspections.** COUNTY shall, at anytime, and as often as WICHITA may deem necessary, make available to WICHITA, or its designated and authorized representative(s), for examination of all its records and data pertaining to matters covered by this Agreement for the purpose of making audits, oversights, examinations, excerpts, and transcriptions. COUNTY is required to provide WICHITA with access to their single audit report.
13. Per OMB Circular A-133: **Pass-through Entity Responsibilities.** A pass-through entity shall perform the following for the federal awards it makes:
  - A. Identify federal awards made by informing each subrecipient of CFDA title and number, award name and number, award year, if the award is R&D, and name of federal agency. When some of this information is not available, the pass-through entity shall provide the best information available to describe the federal award.
  - B. Advise subrecipients of requirements imposed on them by federal laws, regulations, and the provisions of contracts or grant agreements as well as any supplemental requirements imposed by the pass-through entity.
  - C. Monitor the activities of subrecipients as necessary to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.
  - D. Ensure that subrecipients expending \$500,000 or more in federal awards during the subrecipient's fiscal year have met the audit requirements of this part for that fiscal year.
  - E. Issue a management decision on audit findings within six months after receipt of the subrecipient's audit report and ensure that the subrecipient takes appropriate and timely corrective action.
  - F. Consider whether subrecipient audits necessitate adjustment of the pass-through entity's own records.

- G. Require each subrecipient to permit the pass-through entity and auditors to have access to the records and financial statements as necessary for the pass-through entity to comply with this part.

14. **Discrimination.**

- A. **Discrimination Prohibited.** No recipient or proposed recipient of any services or other assistance under the provisions of this Agreement or any program related to this Agreement shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this Agreement on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex, or age. (Reference Title VI of the Civil Rights Act of 1964 – Pub. L. 88-352). For purposes of this section, “program or activity” is defined as any function conducted by an identifiable administrative unit of COUNTY receiving funds pursuant to this Agreement.
- B. COUNTY further agrees to implement and comply with the “Revised Nondiscrimination and Equal Employment Opportunity Statement” for contracts or Agreements as provided in Exhibit A attached hereto and to specifically comply with the requirements of the Americans with Disabilities Act of 1990, as amended.

15. **Payments.**

- A. **Compensation and Method of Payment.** Compensation and method of payment to COUNTY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto and will be administered under the established accounting and fiscal policies of WICHITA.
- B. **Total Payments.** Total payments to COUNTY will be in the contracted amount of \$160,000 FTA portion starting January 1, 2013, unless carryover money remains, then carryover money will be drawn down first.
- C. **Restriction on Disbursements.** No grant funds shall be disbursed to COUNTY or a contractor except pursuant to a written contract that incorporates by reference the general conditions of this Agreement.

16. **Termination Clause.** Whenever either of the parties hereto determines that termination of this Agreement is in such party’s best interest, then the Agreement may be terminated by giving written notification to the other party. A determination may include, but not be limited to:

- A. Failure of either party to comply with any or all items contained within Sections 1 through 15 of this Agreement, contract exhibits, and/or provisions of any subsequent contractual amendments executed relative to this Agreement;
- B. This Agreement may be terminated if project funds to WICHITA under the grant are suspended or terminated;
- C. Either party hereto may also, by giving thirty (30) days notice, terminate this Agreement for convenience; and

D. Upon receipt of notice of termination, COUNTY shall: (1) discontinue further commitments of contract funds to the extent they relate to the terminated portion of the Agreement; (2) promptly cancel all Agreements and/or orders to subcontractors utilizing funds under this Agreement; (3) submit, within a reasonable period of time to be specified by WICHITA, a cancellation settlement proposal which shall include a final statement for the Agreement, or reimbursement of unearned funds previously distributed.

17. **Appendices.** All exhibits referenced below and all amendments or mutually agreed upon modification(s) made by both parties are hereby incorporated as though fully set forth herein. In case of conflict in terms between this Agreement and Exhibit C or Exhibit D, the terms of Exhibit C and Exhibit D shall take precedence.

- Exhibit A Nondiscrimination and Equal Employment Opportunity Statement
- Exhibit B Scope of Services and Method of Payment
- Exhibit C Fiscal Year 2013 Certifications and Assurances for FTA Assistance Programs
- Exhibit D FTA 2013 Master Agreement of \_\_\_\_\_
- Exhibit E Certification Regarding Debarment, Suspension, and Other Responsibility Matters  
Primary Covered Transactions

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

**BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS**

**CITY OF WICHITA, KANSAS  
By order of the City Council**

\_\_\_\_\_  
Tim Norton, Chairman  
Second District

\_\_\_\_\_  
Carl Brewer, Mayor

**APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Bill H. Raymond, Assistant County Counselor

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

\_\_\_\_\_  
Karen Sublett, City Clerk

**Exhibit A**  
**Nondiscrimination and Equal Employment Opportunity Statement**

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 Nondiscrimination—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 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 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 Agreement 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 Agreement 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 Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency; and
  5. The contractor shall include the provisions of Paragraph 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 Nondiscrimination – Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice nondiscrimination – 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 and 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 the 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 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 nondiscrimination – equal employment opportunity requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor, or subcontractor shall be deemed to have breached the present contract, purchase order, or Agreement and it may be canceled, terminated, or suspended in whole or in part by the City or its agency, and further civil rights complaints or investigations may be referred to the State;
4. The vendor, supplier, contractor, or subcontractor shall include the provisions of Subsection 1 through 3, inclusive, of this present section in every subcontract, sub-purchase order, or sub-Agreement so that such provisions will be binding upon each subcontractor, sub-vendor, or sub-supplier; and
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 Agreement, and it may be canceled, terminated, or suspended in whole or in part by the contracting agency.

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or Agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors, or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the federal government or contract involving federal funds; provided that such contractor, subcontractor, vendor, or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the federal agency involved.

**Exhibit B**  
**Scope of Services and Method of Payment**

COUNTY will provide preventive maintenance and planning activities in support of general public transportation services in Bel Aire, Derby, Haysville, Kechi, Maize, Mulvane, Park City, Goddard and Valley Center, Sedgwick County, Kansas, under federal guidelines.

The amount of funds anticipated from the Federal Transit Administration Section 5307 grant in FY2013 is \$160,000.00. The total allocation for the program support and preventive maintenance functions for COUNTY's transportation system for FY2013 is **\$200,000**; the federal portion is **\$160,000** and COUNTY's portion is **\$40,000** for the required 20% local match. As the designated recipient of federal funds, WICHITA will disperse the available federal funds that are appropriately matched under the terms of the grant. Additionally, COUNTY will receive a total of **\$21,374.90** (\$17,100 federal portion and \$4,274.9 local portion) of funds previously apportioned to BUTLER COUNTY. Funds reached the 3 year maximum for carry-over before being spent and therefore are being transferred to COUNTY to be expended in federal fiscal year 2013.

COUNTY will submit an invoice for payment no later than 30 days after the end of each quarter. WICHITA will reimburse COUNTY for the invoiced amount no later than 30 days after the invoice is received. A line item list of expenses must be attached to the invoice for WICHITA to examine and determine if all expenses are FTA eligible. Any ineligible costs will be rejected by WICHITA and COUNTY must submit a revised invoice.

**Exhibit C**  
**Fiscal Year 2013 Certifications and Assurances for FTA Assistance Programs**

The 2013 Certifications and Assurances will be on file for review at Wichita Transit, 777 E. Waterman as of January 1, 2013.

**Exhibit D**  
**FTA 2013 Master Agreement**

**Exhibit E**  
**Certification Regarding**  
**Debarment, Suspension, and Other Responsibility Matters**  
**Primary Covered Transactions**

I certify, by agreement of this contract, that neither \_\_\_\_\_,  
(name of supplier, independent contractor, or offering party)

nor any of its principals or subcontractors with a price equaling or exceeding \$25,000 to be awarded, that are a part of this offer is presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in Federal assistance programs or activities under Executive Order 12549 (Debarment and Suspension), and neither \_\_\_\_\_, nor any of its principals or  
(name of supplier, independent contractor, or offering party)

subcontractors, is listed on the General Services Administration's list of Parties Excluded from Federal Programs (available through the Internet at (<http://epls.arnet.gov/servlet/EPLSSearchMain/1>) and on the HHS/OIG List of Excluded Individuals/Entities (available through the Internet at <http://exclusions.oig.hhs.gov/search.html>), and neither \_\_\_\_\_, nor any of its principals or subcontractors has, within a  
(name of supplier, independent contractor, or offering party)

three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, falsification or destruction of records, making false statements, or receiving stolen property; are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses; and have not, within a three-year period preceding this application/proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the party is unable to certify to any of the statements in this certification, such party shall attach an explanation to this offer.

Where a party fails to submit and complete this certification, such party's offer shall be determined to be an incomplete submission.

**Business/Supplier/Independent Contractor/Individual**

Name: \_\_\_\_\_  
Federal Tax ID No.: \_\_\_\_\_  
DUNS No.: \_\_\_\_\_  
Address: \_\_\_\_\_

**By (individual or authorized representative)**

Name (signed): \_\_\_\_\_  
Name (printed): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Douglas Avenue Bus Facility Improvements (Districts I and VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On August 21, 2012, the City Council approved accepting a Federal Transit Administration (FTA) Bus Livability Initiative grant to design and construct bus facility improvements along Douglas from Main Street to Washington Avenue. On September 10, 2012, a Request for Proposals was issued for designs to construct transportation and streetscape improvements along Douglas from Main to Washington. On November 13, 2012, the Staff Screening and Selection Committee interviewed three consultants (Baughman Company, The MBI Group, and Law Kingdon Architecture). The Staff Screening and Selection Committee recommended Law Kingdon Architecture based on understanding the project and previous expertise with similar projects.

**Analysis:** The proposed agreement between the City and Law Kingdon provides for design of eight bus shelters, electronic information signage at each bus shelter, streetscaping amenities, sidewalk extensions (bulb-outs) at seven intersections, angled parking on Emporia one block north and south of Douglas, a signalized pedestrian crosswalk near Douglas and Mead, and ramps compliant with Americans with Disabilities Act standards at each intersection.

**Financial Considerations:** A total budget of \$1,350,000 (\$1,080,000 FTA grant and \$270,000 General Obligations bonds) was approved on August 21, 2012. Payment to Law Kingdon will be on a lump sum basis of \$131,010. Funding is available within the existing project budget.

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

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

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

LAW-KINGDON, INC.

for

DOUGLAS AVENUE BUS FACILITY IMPROVEMENTS

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_ 2013, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the 'CITY' and LAW-KINGDON, INC. party of the second part, hereinafter called the 'CONSULTANT'

WHEREAS, the CITY intends to construct;

DOUGLAS AVENUE BUS FACILITY IMPROVEMENTS from Market to Washington (Project No. 472-85080).

NOW THEREFORE the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The CONSULTANT shall furnish professional services as required for designing transit improvements to Douglas Avenue and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE CONSULTANT AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A);
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available to the CITY
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit 'B' which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used, and services rendered in connection with such work.
- H. To complete the services to be performed by CONSULTANT within the time allotted for the PROJECT in accordance with Exhibit A, EXCEPT that the CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the CONSULTANT
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of designs, drawings, specifications, plans and/or other work or material furnished by the CONSULTANT under this agreement. CONSULTANT further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by CONSULTANT its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. CONSULTANT shall procure and maintain such insurance as will protect the CONSULTANT from damages resulting from the negligent acts of the CONSULTANT 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 CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT. Confidential materials so furnished will be kept confidential by the CONSULTANT.
- B. To provide standards as required for the PROJECT however reproduction costs are the responsibility of the CONSULTANT except as specified in Exhibit A.

- C. To pay the CONSULTANT for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for CONSULTANT'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 CONSULTANT 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 CONSULTANT of any changes in the person(s) designated Project Manager. Written notification shall be provided to the CONSULTANT 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 CONSULTANT in a timely fashion.

IV

PAYMENT PROVISIONS

- A. Payment to the CONSULTANT for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 85080                      \$131,010.00

- B. When requested by the CITY the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party

beneficiary hereunder or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF the CITY and the CONSULTANT have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL

ATTEST

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

LAW-KINGDON, INC.

Dennis D. Smith, AIA, President

ATTEST

## CAPITAL IMPROVEMENT PROGRAM (CIP) PROJECTS

### SCOPE OF SERVICES

Upon award of this project the CONSULTANT will contact utility companies directly and determine from the existing records the location of all utilities. Coordination with the utility companies involved will include a conceptual plan jointly developed with the utility company indicating the methods employed to resolve utility conflicts. The conceptual plan should include elements of designing around the utility analysis of construction expense vs. design expense, and utility company expenses to resolve conflicts.

On projects that disturb one acre or more, the CONSULTANT will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1

Associated improvements as part of these projects will include permanent traffic signalization system improvements (if required), permanent traffic signing, permanent pavement markings, construction traffic control, construction phasing (when applicable), incidental drainage, sidewalk (when required), identification of additional right-of-way (if required) and furnishing tract drawings and legal descriptions for such right-of-way

The CONSULTANT shall furnish consulting services as required for the best and most cost effective design for the development of the project and provide project alternatives, where applicable, including landscaping and beautification provisions on streets where appropriate in available right-of-way the project plans, supplemental specifications; quantities of work, and estimates of the cost for the PROJECT in the format and detail required by the City Engineer for the City of Wichita; and the Kansas Department of Transportation (KDOT); and the U.S. Army Corps of Engineers, or any other regulatory agency when applicable. The project alternatives, including proposed landscaping, are to be presented to the City's Design Council, when directed by the Design Engineer, for concurrence in selection prior to progressing to detailed aspects of the work. CONSULTANT 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.

The CONSULTANT should identify all trees that may be in conflict or jeopardy of damage by construction activities and then review with Park Department to determine if the trees can be saved and/or moved:

In addition, the CONSULTANT will notify the City Archaeologist, at 316-978-3195 prior to beginning work on this project.

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

#### A. PHASE I. PRELIMINARY CONCEPT DEVELOPMENT.

When authorized by the CITY and where applicable; proceed with development of Study and Alternative Concepts for the PROJECT in the detail deemed necessary to permit the preparation of preliminary and final plans for construction of the improvements based on the preliminary information provided to the CONSULTANT

1. Review Alternative Design Concepts. Review alternative design concepts with the City Engineer or his designated representative prior to progressing to detail aspects of the work. Alternative concepts as ascertained shall be reviewed and discussed with the City Engineer or his designated representative for concurrence in determining the best horizontal and vertical alignments for the PROJECT. CITY'S concurrence in selection of an alternate or preliminary concept will be contingent on the accuracy and completeness of the background information provided by the CONSULTANT used in the evaluation process.
2. Review Preliminary Design Concepts. Review preliminary design concepts with the City Engineer

for the City of Wichita prior to progressing to detail aspects of the work. Preliminary design concepts shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer of the City of Wichita.

3. Preliminary Street and Storm Water Sewer Alignments and Profiles. Prepare preliminary street geometrics/alignments with proposed street and storm water sewer grades to conform to the drainage plan for the PROJECT. The drainage plan and computations shall be submitted along with one (1) set of preliminary street and storm water sewer profiles to the CITY for review and approval prior to proceeding with development of field check plans.
4. Preliminary Water-Line and Sanitary Sewer Alignments and Profiles. Preliminary water and sanitary sewer alignments and grades are to be reviewed with the CITY by the ENGINEER for approval prior to proceeding to detail aspects of the work. The CONSULTANT shall verify and coordinate work to be completed with the Public Works & Utilities Department.
5. Right-of-Way & Temporary Construction Easements. Identify permanent right-of-way and temporary construction easement requirements for the preliminary concepts developed. Such right-of-way and temporary construction easement requirements shall be provided on a strip map suitable for presentation at public meetings as required by the City Engineer.
6. Public Hearings. Assist the City in the conduct of a public hearing(s) on the proposed improvements for the PROJECT as necessary to inform the public, governmental agencies, and affected parties as to construction traffic control, construction sequence and methods, estimated time and duration of project construction, environmental assessment, right-of-way requirements, estimated project costs, etc. Provide adequate visual displays for public presentations and in electronic format for use in Power Point presentation.
7. Landscape Plans. When the design has fulfilled the program requirements, submit a PDF set of landscape plans to the CITY'S project manager. After the project manager approves the plans, he/she will submit the same to the Park Department for review and comments. When the Park Department has approved the plans, the CONSULTANT may proceed with placing them on the Design Council agenda for review and comment.
8. Design Council. As requested, CONSULTANT shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The first presentation should be made at the point when the CONSULTANT has arrived at a design which meets all of the functional requirements of the program and has been tentatively approved by the City staff person in charge. Before authorization is given to the CONSULTANT to move on to design development, the PROJECT should be presented to the Design Council for review.

#### B. PHASE II PLAN DEVELOPMENT

When authorized by the CITY proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY and as agreed upon at Field Check and/or Office Check Review

1. Design Council. As requested, CONSULTANT shall meet with the City's Design Council to review the PROJECT design and interpret engineering drawings. The PROJECT should be presented when the design of the PROJECT has been perfected to the point where all design factors (shape; size, materials, color, landscape, exterior relationship, amenities, etc.) have been decided and tentatively approved by staff. It is at this point that the design can be considered 'frozen' and will not be changed except for unforeseen conditions, which may arise.  
(It should be noted it is in the CONSULTANT'S best interest to reach design freeze and gain aesthetic approval as early in the project as possible. Whereas the Design Council does not presume to tell the CONSULTANT or staff when in the planning process design freeze should take place, the amount of time and effort which the CONSULTANT has invested in the development of construction documents or other activities will not be taken into consideration by the Design Council at the Design Freeze review.)
2. Field Check Plans. When authorized by the CITY prepare field check plans and a preliminary cost estimate for the PROJECT based on approved preliminary concepts as required by the CITY. CONSULTANT to submit one copy of preliminary cost estimate and three (3) sets of field check plans to the CITY and one copy of preliminary cost estimate and one electronic set of field check plans to KDOT to be uploaded to the KDOT FTP site. CONSULTANT to participate in a field check of the

'PROJECT with the CITY and with KDOT when required. Major items of work included in development of field check plans are:

- (a) Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the CONSULTANT conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans. Coordination of utilities and pipelines for the PROJECT by the CONSULTANT shall conform to current adopted policies of the City Engineer for Category II projects.
  - (b) 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'). The CONSULTANT shall include a conflict list for each utility, also posted to the FTP site. Attachment No. 3 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City. CONSULTANT shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by CONSULTANT as necessary to present a cohesive and reflective status of utilities. CONSULTANT shall coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. CONSULTANT shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
  - (c) Soils and Foundation Investigations. The CITY may authorize the CONSULTANT 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 CONSULTANT'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita if not included in the CONSULTANT'S fee estimate.
  - (d) Property Acquisitions. Prepare right-of-way/easement tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. CONSULTANT will perform all necessary survey work associated with marking the additional right-of-way or easements. This shall include the permanent monumentation of new corners for any additional right-of-way and a one-time marking of all the right-of-way for utility relocations at a time directed by the CITY. The CONSULTANT shall perform all necessary title work and sufficient research for determination of current right-of-way and easements.
  - (e) Temporary Construction Easements. Prepare legal descriptions for Temporary Construction Easements (TCE) for all parcels where the construction limits extend beyond the existing/proposed right-of-way, and submit tract maps to the City that are suitable for mailing to property owners. The tract maps should include all features shown on the plans, including but not limited to structures, trees, fences, signs, monuments, etc; and should indicate if such items will be impacted within the required easement. Incorporate TCE limits on the plans.
  - (f) CONSULTANT shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same.
  - (g) CONSULTANT shall provide a list proposed driveway closures relocations or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.
- 3 Office Check Plans. When authorized by the CITY prepare office check plans for the PROJECT based upon comments as agreed upon in field check review. Major items of work included in development of office check plans are:
- (a) Plan Submittal. Submit two (2) sets of office check plans to the CITY with one copy of

supplemental specifications and one copy of cost estimates and quantities of work units of the PROJECT for office check. (Cost estimates to be based on current unit prices for similar work in the Wichita area unless otherwise directed by the CITY ) Field check plans marked with CITY and/or KDOT comments are to be returned to the CITY with office check plan submittals. CONSULTANT to participate in an office check of the PROJECT with the CITY and KDOT when required.

(b) 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'). The CONSULTANT shall include a conflict list for each utility also posted to the FTP site. Attachment No. 3 is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City CONSULTANT shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by CONSULTANT as necessary to present a cohesive and reflective status of utilities. CONSULTANT shall coordinate resolution of utility conflicts prior to PROJECT letting or if approved by the City Engineer, identify on plans conflicts to be resolved during construction. CONSULTANT shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

(c) Plan Requirements. Office check plans shall include traffic signalization details, traffic signing details, pavement marking details, incidental drainage, construction phasing details (when applicable), construction traffic control details, and all other necessary construction details required for the PROJECT. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulation 6.5 'Cleanup, Restoration or Replacement Following Construction.

(d) Permits. The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

4. Final Plans. When authorized by the CITY prepare final plans for the PROJECT based upon comments as agreed upon as a result of the office check review. Major items of work included in development of final plans are:

(a) Prepare engineering plans (which shall include construction sequencing and traffic control), supplemental specifications, special provisions and construction cost estimates, or estimates of the quantities of work for the PROJECT.

(b) Final Plan Submittals.

a. Electronic versions of the approved final plans for all projects need to be submitted on CD or DVD in both AutoCAD and pdf format (.dwg format is preferred, .dxf is acceptable). Text fonts other than standard AutoCAD fonts are to be included with drawing files. Pdf files should be scalable to 22"x36" and oriented right side up, with no color.

b. Two 11'x17' half-scale hardcopies of all plans are required.

c. Mylar plans are required for all water projects and any plans that incorporate water line improvements (both CITY and KDOT). Mylar cover sheet only is required for all other KDOT/Federally funded projects for the signature purposes.

d. Field notes, other pertinent project mapping records, supplemental specifications, special provisions and cost estimates are to be provided to the City Engineer for the taking of bids as appropriate for the CITY and/or KDOT.

(c) Technical construction specifications shall in general follow the City of Wichita's Standard Specifications and/or KDOT Standard Specifications supplemented as necessary to suit PROJECT requirements. Plan-profile sheets shall also be required for water distribution sys-

tem/water supply line improvements.

- (d) **CONSULTANT shall provide a clearly defined list of known encroachments into the existing right-of-way, including but not limited to structures, fences, planters, walls, etc. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the encroachment, and nature/description of the same. The list of encroachments should reflect conditions at the time of final plan submittal.**
  - (e) **CONSULTANT shall provide a list proposed driveway, closures, relocations, or other changes. The list shall be in tabular form and include the property address and owner information, approximate baseline station of the approach, and nature/description of the same.**
  - (f) **CONSULTANT'S cost estimate information shall be submitted in tabular form and on a unit cost basis, as approved by the CITY and as required by KDOT. Pay items of work shall conform to CITY or KDOT standards as applicable.**
  - (g) **Final plans when submitted shall be complete and ready for reproducing for distribution to prospective bidders.**
  - (h) **All applicable coordinate control points and related project staking information shall be furnished on the plans in the form of a bubble map, as well as on a CD-ROM in a text format agreed upon by the CITY. This coordinate information will be used by the CITY for construction staking purposes. See Attachment No. 2 for required coordinate information.**
  - (i) **The date identified as the date of CITY acceptance of final plans and other supplementary work will be that date upon which the City Engineer ascertains that such plans and work are in accordance with all provisions of the contract for design services.**
  - (j) **CONSULTANT shall provide the CITY with electronic files suitable for power point presentations to the Design Council and City Council.**
5. **Staking and Inspection** If requested by the CITY, the CONSULTANT will enter into a Supplemental Agreement to complete construction staking, material testing, inspection and administration related to the PROJECT
6. **Post Letting.**
- (a) **All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the CONSULTANT for the PROJECT**
  - (b) **The CONSULTANT shall meet with affected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City to explain project design, including such issues as construction phasing and traffic control.**
  - (c) **The Consultant shall complete permanent monumentation of all new R/W after project completion, complete and submit all necessary legal documentation for same.**

Attachment No. 1 to Exhibit A – CIP Scope of Services

Storm Water Pollution Prevention

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

City of Wichita  
Storm Water  
455 N. Main 8<sup>th</sup> 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 include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer's estimate.

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

**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  
beginning and ends of pipe  
all P.I.'s/deflections (horizontal and vertical)  
FII's, tees, bends, air release

**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  
center, inside face of curb inlets – Type 1 and Type 1A, center, at high edge of curb inlets – Type 2; CL of street, normal to inlet coordinate  
for skewed inlets typically in intersection radii, or not parallel to baseline – center, inside face of inlet; 15 ft/4 m offset in each direction, to center of inlet, along inside face line extended  
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 head-wall 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  
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.

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
- 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 streets
- 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
- Curve Tables – should include bends, tees, valves, FH's etc. for waterlines; ends-of-return, P.I.'s, etc. for paving
- Should be able to accurately scale off of plans

Attachment No. 3 to Exhibit A – CIP Scope of Services

**Project Name**

**Utility Location Verification for ULCC Sub-Committee (Date)**

Field Check  Office Check:

UTILITY \_\_\_\_\_ Checked by \_\_\_\_\_ on \_\_\_\_\_

**Utility Location:**

- None in Project Limits       In Project Limits, No Relocation Necessary  
 Utility will need to relocate       Utility is located in Private Easement  
 Utility will need to relocate and is interested in proposed ROW (IF applicable)       Private Easement Documentation Attached

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

\_\_\_\_\_  
\_\_\_\_\_

**Estimate Time for Relocation:**  < 3 months  3-6 months  6-9 months  9 months

**Weather Sensitive:**  Yes  No If yes, please explain: \_\_\_\_\_

**Factors prerequisite to or that could affect relocation process (i.e. Regulatory Requirements):**

\_\_\_\_\_  
\_\_\_\_\_

**Utility Plan Review**

Correct as Shown  Corrections needed  Attachments provided for Consultant

**Corrections necessary on plan sheets.**

\_\_\_\_\_  
\_\_\_\_\_

**Additional Information requested from Consultant:** \_\_\_\_\_

\_\_\_\_\_

**Utility Requests Paper Plans (choose one):**  Full Size  Half Size  Cross-Sections (Full Size)

**Please email this form on or before Date to:**

Project Engineer Consultant  
Company  
E-mail

Leslie Hicks  
City of Wichita  
lhicks@wichita.gov



**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**MASTER AGREEMENT**

**For Federal Transit Administration Agreements authorized by  
49 U.S.C. chapter 53, Title 23, United States Code (Highways),  
the National Capital Transportation Act of 1969, as amended,  
the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users,  
the Transportation Equity Act for the 21<sup>st</sup> Century, as amended,  
or other Federal laws that FTA administers.**

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## **Section 1. Project Implementation.**

### a. Application of Federal, State, and Local Laws, Regulations, and Directives.

(1) Federal Laws, Regulations, and Directives. The Recipient agrees that Federal laws and regulations control Project award and implementation. The Recipient also agrees that Federal directives, as defined in this Master Agreement, set forth Federal terms applicable to the Project, except to the extent that FTA determines otherwise in writing. Thus, FTA strongly encourages adherence to applicable Federal directives. The Recipient understands and agrees that unless FTA has provided express written approval of an alternative procedure or course of action differing from a procedure or course of action set forth in the applicable Federal directive, the Recipient may incur a violation of the terms of its Grant Agreement or Cooperative Agreement if it implements an alternative procedure or course of action not approved by FTA.

The Recipient understands and agrees that Federal laws, regulations, and directives applicable to the Project and to the Applicant on the date on which the FTA Authorized Official awards Federal assistance for the Project may be modified from time to time. In particular, new Federal laws, regulations, and directives may become effective after the date on which the Recipient executes the Grant Agreement or Cooperative Agreement for the Project, and might apply to that Grant Agreement or Cooperative Agreement. The Recipient agrees that the most recent of such Federal laws, regulations, and directives will govern the administration of the Project at any particular time, except to the extent that FTA determines otherwise in writing.

FTA's written determination may take the form of a Special Condition, Special Requirement, Special Provision, or Condition of Award within the Grant Agreement or Cooperative Agreement for the Project, a change to an FTA directive, or a letter to the Recipient signed by the Federal Transit Administrator or his or her duly authorized designed, the text of which modifies or otherwise conditions a specific provision of the Grant Agreement or Cooperative Agreement for the Project or this Master Agreement. To accommodate changing Federal requirements, the Recipient agrees to include in each agreement with each subrecipient and each third party contract implementing the Project notice that Federal laws, regulations, and directives may change and that the changed requirements will apply to the Project, except to the extent that FTA determines otherwise in writing. All standards or limits in the Grant Agreement or Cooperative Agreement for the Project, and in this Master Agreement are minimum requirements, unless modified by FTA.

(2) State, Territorial, and Local Law. Should a Federal law pre-empt a State, territorial, or local law, regulation, or ordinance, the Recipient must comply with the Federal law. Nevertheless, no provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement requires the Recipient to observe or enforce compliance with any provision, perform any other act, or do any other thing in contravention of State, territorial, or local law, regulation, or ordinance. Thus if compliance with any provision of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement violates or would require the Recipient to violate any State, territorial, or local law, regulation, or ordinance,

the Recipient agrees to notify FTA immediately in writing. Should this occur, FTA and the Recipient agree that they will make appropriate arrangements to proceed with or, if necessary, terminate the Project expeditiously.

b. No Federal Government Obligations to Third Parties. In connection with performance of the Project, the Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, third party contractor, or other person or entity that is not a party to the Grant Agreement or Cooperative Agreement for the Project. Notwithstanding that the Federal Government may have concurred in or approved any solicitation, subagreement, or third party contract, the Federal Government has no obligations or liabilities to such entity, including any subrecipient or third party contractor.

## **Section 2. Ethics.**

a. Debarment and Suspension. The Recipient agrees to comply, and assures the compliance of each third party contractor and subrecipient at any tier, with Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Governmentwide Debarment and Suspension (Nonprocurement)," 49 C.F.R. Part 29. The Recipient agrees to, and assures that its third party contractors and subrecipients will, review the Excluded Parties Listing System at <http://epls.arnet.gov/> before entering into any contracts.

b. Lobbying Restrictions. The Recipient agrees that:

(1) It will comply, and will assure the compliance of each third party contractor at any tier and each subrecipient at any tier, with U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352, and

(2) To the extent applicable, it will comply with Federal laws and regulations prohibiting the use of Federal assistance for activities designed to influence Congress or a State legislature with respect to legislation or appropriations, except through proper, official channels.

c. False or Fraudulent Statements or Claims. The Recipient acknowledges and agrees that:

(1) Civil Fraud. The Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 *et seq.*, and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its activities in connection with the Project. By executing the Grant Agreement or Cooperative Agreement for the Project, the Recipient certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make in connection with the Project. In addition to other penalties that may apply, the Recipient also understands that if it makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government concerning the Project, the Federal Government reserves the right to impose on the Recipient the penalties of the Program Fraud Civil Remedies

Act of 1986, as amended, to the extent the Federal Government deems appropriate.

(2) Criminal Fraud. If the Recipient makes a false, fictitious, or fraudulent claim, statement, submission, certification, assurance, or representation to the Federal Government or includes a false, fictitious, or fraudulent statement or representation in any agreement with the Federal Government in connection with a Project authorized under 49 U.S.C. chapter 53 or any other Federal law, the Federal Government reserves the right to impose on the Recipient the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001 or other applicable Federal law to the extent the Federal Government deems appropriate.

### **Section 3. Reporting, Record Retention, and Access.**

a. Access to Records of Recipients and Subrecipients. The Recipient agrees to permit, and require its subrecipients to permit, the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its subrecipients pertaining to the Project, as required by 49 U.S.C. § 5325(g).

### **Section 4. Right of the Federal Government to Terminate.**

Upon written notice, the Recipient agrees that the Federal Government may suspend or terminate all or any part of the Federal assistance to be provided if the Recipient has violated the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, or if the Federal Government determines that the purposes of the laws authorizing the Project would not be adequately served by the continuation of Federal assistance for the Project. Any failure to make reasonable progress on the Project or violation of the Grant Agreement or Cooperative Agreement for the Project, or this Master Agreement that endangers substantial performance of the Project shall provide sufficient grounds for the Federal Government to terminate the Grant Agreement or Cooperative Agreement for the Project. In general, termination of Federal assistance for the Project will not invalidate obligations properly incurred by the Recipient before the termination date to the extent those obligations cannot be canceled. If, however, the Federal Government determines that the Recipient has willfully misused Federal assistance by failing to make adequate progress, failing to make reasonable and appropriate use of Project property, or failing to comply with the terms of the Grant Agreement or Cooperative Agreement for the Project including this Master Agreement, the Federal Government reserves the right to require the Recipient to refund the entire amount of Federal assistance provided for the Project or any lesser amount as the Federal Government may determine. Expiration of any Project time period established for the Project does not, by itself, constitute an expiration or termination of the Grant Agreement or Cooperative Agreement for the Project.

## Section 5. Civil Rights.

The Recipient agrees to comply with all applicable civil rights laws and implementing regulations including, but not limited to, the following:

- a. Nondiscrimination in Federal Public Transportation Programs. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with the provisions of 49 U.S.C. § 5332, which prohibit discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.
- b. Nondiscrimination – Title VI of the Civil Rights Act. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier and each subrecipient at any tier of the Project, with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d *et seq.*, and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable implementing Federal directives that may be issued.
- c. Equal Employment Opportunity. The Recipient agrees to comply, and assures the compliance of each third party contractor at any tier of the Project and each subrecipient at any tier of the Project, with all equal employment opportunity (EEO) provisions of 49 U.S.C. § 5332, with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and implementing Federal regulations and any subsequent amendments thereto. Except to the extent FTA determines otherwise in writing, the Recipient also agrees to comply with any applicable Federal EEO directives that may be issued. Accordingly:

(1) General. The Recipient agrees as follows:

(a) The Recipient agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, sex, disability, age, or national origin. The Recipient agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, sex, disability, age, or national origin. Such action shall include, but not be 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.

(b) If the Recipient is required to submit and obtain Federal Government approval of its EEO program, that EEO program approved by the Federal Government is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of the Grant Agreement or Cooperative Agreement. Upon notification to the Recipient of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate, including termination of Federal assistance in accordance with Section 11 of this Master Agreement, or other measures that may affect the Recipient's

eligibility to obtain future Federal assistance for transportation Projects.

(2) Equal Employment Opportunity Requirements for Construction Activities. For activities determined by the U.S. Department of Labor (U.S. DOL) to qualify as "construction," the Recipient agrees to comply and assures the compliance of each third party contractor at any tier or subrecipient at any tier of the Project, with all applicable equal employment opportunity requirements of U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 *et seq.*, which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order No. 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000(e) note, and also with any Federal laws, regulations, and directives affecting construction undertaken as part of the Project.

d. Disadvantaged Business Enterprise. To the extent authorized by Federal law, the Recipient agrees to facilitate participation by DBEs in the Project and assures that each third party contractor at any tier of the Project and each subrecipient at any tier of the Project will facilitate participation by DBEs in the Project to the extent applicable. Therefore:

(1) The Recipient agrees and assures that it will comply with section 1101(b) of SAFETEA-LU, 23 U.S.C. § 101 note, and U.S. DOT regulations, "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs," 49 C.F.R. Part 26.

(2) The Recipient agrees and assures that it shall not discriminate on the basis of race, color, sex, or national origin in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from U.S. DOT in the administration of its DBE program and will comply with the requirements of 49 C.F.R. Part 26. The Recipient agrees to take all necessary and reasonable steps set forth in 49 C.F.R. Part 26 to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from U.S. DOT. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the Recipient's DBE program, if any, is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement for the Project. The Recipient agrees that implementation of this DBE program is a legal obligation, and that failure to carry out that DBE program shall be treated as a violation of the Grant Agreement or Cooperative Agreement for the Project and the Master Agreement. Upon notification by U.S. DOT to the Recipient of its failure to implement its approved DBE program, U.S. DOT may impose sanctions as provided for under 49 C.F.R. Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 *et seq.*

e. Nondiscrimination on the Basis of Sex. The Recipient agrees to comply with all applicable requirements of Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. §§ 1681 *et seq.*, and with implementing Federal regulations that prohibit discrimination on the basis of sex that may be applicable.

f. Nondiscrimination on the Basis of Age. The Recipient agrees to comply with all applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 *et seq.*, and

with implementing regulations, which prohibit employment and other discrimination against individuals on the basis of age.

g. Access for Individuals with Disabilities. The Recipient agrees to comply with 49 U.S.C. § 5301(d), which states the Federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The Recipient also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794, which prohibits discrimination on the basis of disability; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 *et seq.*, which requires that accessible facilities and services be made available to individuals with disabilities; and with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151 *et seq.*, which requires that buildings and public accommodations be accessible to individuals with disabilities. In addition, the Recipient agrees to comply with applicable Federal regulations and directives and any subsequent amendments thereto, except to the extent the Federal Government determines otherwise in writing, as follows:

- (1) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37;
- (2) U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27;
- (3) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- (4) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- (5) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- (6) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- (7) U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630;
- (8) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F; and
- (9) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;

(10) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and

(11) Federal civil rights and nondiscrimination directives implementing the foregoing regulations.

h. Drug or Alcohol Abuse-Confidentiality and Other Civil Rights Protections. To the extent applicable, the Recipient agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1174 *et seq.*, with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4581 *et seq.*, and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd-3 and 290ee-3, and any subsequent amendments to these acts.

i. Access to Services for Persons with Limited English Proficiency. To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 *Fed. Reg.* 6733 *et seq.*, January 22, 2001.

j. Environmental Justice. The Recipient agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

k. Other Nondiscrimination Laws. The Recipient agrees to comply with all applicable provisions of other Federal laws, regulations, and directives pertaining to and prohibiting discrimination that are applicable, except to the extent the Federal Government determines otherwise in writing.

## **Section 6. Preference for United States Products and Services.**

To the extent applicable, the Recipient agrees to comply with the following U.S. domestic preference requirements:

a. Fly America. The Recipient understands and agrees that the Federal Government will not participate in the costs of international air transportation of any individuals involved in or property acquired for the Project unless that air transportation is provided by U.S.-flag air carriers to the extent service by U.S.-flag air carriers is available, in accordance with the requirements of the International Air Transportation Fair Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and with U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143.

## **Section 7. Procurement.**

To the extent applicable, the Recipient agrees to comply with the following third party procurement provisions:

a. Federal Standards. The Recipient agrees to comply with the third party procurement requirements of 49 U.S.C. chapter 53 and other applicable Federal laws in effect now or as subsequently enacted; with U.S. DOT third party procurement regulations of 49 C.F.R. § 18.36 or at 49 C.F.R. §§ 19.40 through 19.48 and other applicable Federal regulations pertaining to third party procurements and subsequent amendments thereto, to the extent those regulations are consistent with SAFETEA-LU provisions. The Recipient also agrees to comply with the provisions of FTA Circular 4220.1E, "Third Party Contracting Requirements," to the extent those provisions are consistent with SAFETEA-LU provisions and with any subsequent amendments thereto, except to the extent FTA determines otherwise in writing. Although the FTA "Best Practices Procurement Manual" provides additional procurement guidance, the Recipient understands that the FTA "Best Practices Procurement Manual" is focused on third party procurement processes and may omit certain Federal requirements applicable to the third party contract work to be performed.

## **Section 8. Environmental Protections.**

The Recipient recognizes that many Federal and State laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 through 4335; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q and scattered sections of Title 29, United States Code; the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 through 6992k; the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 through 9675, as well as environmental provisions within Title 23, United States Code, and 49 U.S.C. chapter 53. The Recipient also recognizes that U.S. EPA, FHWA and other Federal agencies have issued, and in the future are expected to issue, Federal regulations and directives that may affect the Project. Thus, the Recipient agrees to comply, and assures the compliance of each subrecipient and each third party contractor, with any applicable Federal laws, regulations and directives as the Federal Government are in effect now or become effective in the future, except to the extent the Federal Government determines otherwise in writing. Listed below are environmental provisions of particular concern to FTA and the Recipient. The Recipient understands and agrees that those laws, regulations, and directives may not constitute the Recipient's entire obligation to meet all Federal environmental and resource conservation requirements.

a. Air Quality. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal laws, regulations, and directives implementing the Clean Air Act, as amended, 42 U.S.C. §§ 7401 through 7671q, and:

- (1) The Recipient agrees to comply with the applicable requirements of section 176(c) of the

Clean Air Act, 42 U.S.C. § 7506(c), consistent with the joint FHWA/FTA document, "Interim Guidance for Implementing Key SAFETEA-LU Provisions on Planning, Environment, and Air Quality for Joint FHWA/FTA Authorities," dated September 2, 2005, and any subsequent applicable Federal directives that may be issued; with U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 US.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to State or Federal Implementation Plans," 40 C.F.R. Part 93, and any subsequent Federal conformity regulations that may be promulgated. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation or control measure incorporated in the Project. The Recipient further agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure will be wholly consistent with the design concept and scope of the Project described in the SIP.

(2) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, which may apply to public transportation operators, particularly operators of large public transportation bus fleets. Accordingly, the Recipient agrees to comply with the following U.S. EPA regulations to the extent they apply to the Project: "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(3) The Recipient agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

b. Clean Water. Except to the extent the Federal Government determines otherwise in writing, the Recipient agrees to comply with all applicable Federal regulations and directives issued pursuant to the Clean Water Act, as amended, 33 U.S.C. §§ 1251 through 1377. In addition:

(1) The Recipient agrees to protect underground sources of drinking water consistent with the provisions of the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. §§ 300f through 300j-6.

(2) The Recipient agrees to comply with notice of violating facility provisions of Executive Order No. 11738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

## **Section 9. Energy Conservation.**

The Recipient agrees to comply with any mandatory energy efficiency standards and policies of applicable State energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 *et seq.*, except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Recipient agrees to perform an energy assessment for any building constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R.

**Section 10. Disputes, Breaches, Defaults, or Other Litigation.**

The Recipient agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly:

- a. Notification to FTA. The Recipient agrees to notify FTA in writing of any current or prospective major dispute, breach, default, or litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. If the Recipient seeks to name the Federal Government as a party to litigation for any reason, in any forum, the Recipient agrees to inform FTA in writing before doing so. Each notice to FTA under this Section shall be sent, at a minimum, to the FTA Regional Counsel within whose Region the grantee operates its public transportation system.
- b. Federal Interest in Recovery. The Federal Government retains the right to a proportionate share, based on the percentage of the Federal share awarded for the Project, of proceeds derived from any third party recovery, except that the Recipient may return any liquidated damages recovered to its Project Account in lieu of returning the Federal share to the Federal Government.
- c. Enforcement. The Recipient agrees to pursue all legal rights provided within any third party contract.
- d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the Recipient.
- e. Alternative Dispute Resolution. FTA encourages the Recipient to use alternative dispute resolution procedures, as may be appropriate.

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Bellechase Third Addition (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreement.

**Background:** On January 15, 2013, the City Council approved petitions for water, sewer, and paving improvements to serve Bellechase Third Addition, north of Harry, east of 127<sup>th</sup> Street East.

**Analysis:** The proposed agreement between the City and Ruggles & Bohm provides for design of the improvements. In accordance with Administrative Regulation 1.10, staff recommends that Ruggles & Bohm be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to Ruggles & Bohm will be on a lump sum basis of \$70,500 and will be paid by special assessments.

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

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

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

BELLECHASE 3RD ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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;

**ROCKY CREEK ROAD** from the north line of Bellechase to the north line of Lot 7, Block 2 Bellechase 3rd Addition; **BELLECHASE** from the south line of Bellechase 3rd Addition to the westerly line of Lot 8, Block 5 Bellechase 3rd Addition, including **BELLECHASE COURT** (north of Harry, east of 147th Street East) (Project No. 472 85078).

**WATER DISTRIBUTION SYSTEM** serving Lots 1 through 7, Block 1; Lots 11 through 17, Block 2, Lots 1 through 3, Block 3, Lots 36 through 52, Block 3, Lots 8 through 27, Block 5, and Reserve C, Bellechase 3rd Addition (north of Harry, east of 147th Street East) (Project No. 448 90576).

**LATERAL 8, MAIN 18 FOUR MILE CREEK SEWER** serving Lots 1 through 7, Block 1; Lots 1 through 17, Block 2; Lots 1 through 15, Block 3; Lots 34 through 52, Block 3; Lots 8 through 27, Block 5, and Reserve C, Bellechase 3rd Addition (north of Harry, east of 147th Street East) (Project No. 468 84858).

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 Bellechase 3rd Addition and 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 contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in **Exhibit "B"** which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that

provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

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

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 85078	<u>\$50,300.00</u>
Project No. 448 90576	<u>\$7,700.00</u>
Project No. 468 84858	<u>\$12,500.00</u>
TOTAL	<u>\$70,500.00</u>

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

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

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

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_

Carl Brewer, Mayor

SEAL:

ATTEST:

\_\_\_\_\_

Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

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(Name & Title)

ATTEST:

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SCOPE OF SERVICES  
Bellechase 3rd Addition  
(north of Harry, east of 127th Street East)  
(Project No. 472 85078, 448 90576, 468 84858)

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

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

A. PHASE I – PLAN DEVELOPMENT

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

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per **Attachment No. 1 to Exhibit "A"**.
3. Soils and Foundation Investigations. The CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the project, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
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. 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. 2 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. 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

easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.

8. Utility Coordination. Identify all potential utility conflicts and provide preliminary field check plans showing the problem locations, posted to the City's FTP site. Attachment No. 3 to Exhibit "A" is a utility verification form that shall be completed and submitted by the Engineer as compiled from the utilities at each milestone date and as directed by the City. ENGINEER shall meet with utility company representatives to review plans and utility verification forms; information will be compiled into a summary report, and maintained and updated by ENGINEER as necessary to present a cohesive and reflective status of utilities. ENGINEER shall coordinate resolution of utility conflicts prior to project letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. 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.
10. 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.
11. 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.
12. 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.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this project, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT. **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.**
14. Project Milestones. The ENGINEER agrees to complete and deliver field notes, preliminary and final plans, specifications and estimates to the CITY within the time allotted for the PROJECTS 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 agencies, or for other unavoidable delays beyond the control of the ENGINEER.
  - (a) Field check plans of the project for distribution to utilities by 2/22/13.
  - (b) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by 3/29/13.

## 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 include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

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

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**Attachment No. 2 to Exhibit “A” – 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 iron, other set monuments
- center of manholes

**II. WATERLINE**

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
- beginning and ends of pipe
- all P.I.'s/deflections (horizontal and vertical)
- FH's, tees, bends, air releases

**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
- center, inside face of curb inlets-Type 1 and Type 1A; center, at high edge of curb inlets-Type 2; CL of street, normal to inlet coordinate
- for skewed inlets typically in intersection radii, or not parallel to baseline-center, inside face of inlet; 15 ft/4 m offset in each direction, center to inlet, along inside face line extended
- 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
- 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.**

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
- 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 streets
- 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, intersection, and mainline pavement; should be separate plan sheets(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
- Curve Tables-should include bends, tees, valves, FH's etc. for waterlines; end-of-return, P.I.'s etc for paving.
- Should be able to accurately scale off plans

**Attachment No. 3 to Exhibit "A" – Scope of Services**

Project Name

**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)**

**City of Wichita  
City Council Meeting  
February 12, 2013**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 1- 2012 Contracted Maintenance Program for Concrete Repairs Phase I (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Change Order No. 1.

**Background:** On September 11, 2012, Barkley Construction was awarded a contract for \$755,301 for concrete repairs at various locations throughout the city. This program has been used in the past as a mechanism for making concrete repairs at City-owned facilities, via a different funding source.

**Analysis:** The driveway and parking area of the City-owned fire station at 1632 North Tyler Road is in need of repair. Tight turning maneuvers and consistent use of heavy equipment have caused the pavement to deteriorate. It is proposed that the pavement be replaced with a thicker concrete and modified subgrade, including additional geo-grid and rock support, which will prolong the service life. A change order has been prepared to authorize the additional work.

**Financial Considerations:** The cost of the additional work is \$90,000, bringing the total contract amount to \$845,301. This change order represents 11.91% of the original contract amount and is within the 25% limit set by City Council policy. The 2011-2020 Capital Improvement Program approved by the City Council includes General Obligation bond funding for Aged Fire Station Maintenance, which will be used to pay for this change order.

**Legal Considerations:** The Law Department has approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 1 and authorize the necessary signatures.

**Attachments:** Change Order No. 1.



CITY OF WICHITA  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of Easement and Contingent Street Dedication at 3802 North 135<sup>th</sup> Street West for the 135<sup>th</sup> Street West Sanitary Sewer Force Main Project (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the dedications and approve the transfer of property.

**Background:** On April 14, 2009, the City Council approved a modification to the 2009 Capital Improvement Program (CIP) fund to allow for a Water Utilities project titled 20-Inch Parallel Force Main from Pump Station Number 56 to Plant 3. The existing pump station at the southeast corner of 135<sup>th</sup> and 21<sup>st</sup> St North is connected to Treatment Plant Number 3 with a 14” force main. Due to the population growth in Northwest Wichita, the existing 14” line has reached capacity. The installation of the 20-inch parallel force main will eliminate the capacity limitations of the smaller line. The project will require partial acquisitions from nine tracts. The tracts of land within this corridor consist of agricultural and residential uses. The tract at 3802 North 135<sup>th</sup> Street West is improved as a single-family residential site. The project requires an easement across the west ten feet of the parcel, parallel to the 135<sup>th</sup> street right-of-way line. The acquisition area consists of 1,600 square feet. There are no improvements located within the easement area.

**Analysis:** The City owns the land east of the subject property. An encroachment of the property’s septic laterals into the City property had been previously identified but not formalized. The area of the encroachment is 7,254.3 square feet. The seller has agreed to dedicate the right of way necessary for the sewer project as well as the contingent dedication of ten feet of right of way (1,893 square feet) along 37<sup>th</sup> Street in exchange for the area impacted by the encroachment.

**Financial Considerations:** The funding source for the project is Water Utilities revenues and reserves, and/or a future revenue bond issue. A budget of \$500 is requested for title work and other administrative fees.

**Legal Considerations:** The Law Department has approved the real estate agreement, contingent street dedication, and deeds as to form.

**Recommendation/Action:** It is recommended that the City Council 1) Approve the Budget; 2) Approve the Contract for Conveyance of Real Estate; and 3) Approve all necessary signatures.

**Attachments:** Contract for conveyance of real estate, warranty deed to City, warranty deed to seller, contingent street dedication, tract maps and aerial map.

**CITY OF WICHITA, KANSAS  
A MUNICIPAL CORPORATION**

**CONTRACT FOR CONVEYANCE  
OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between:

Austin Wiechman and Aubrey Wiechman, husband and wife (Landowner), and the City of Wichita, Kansas, a municipal corporation

WITNESSETH, For consideration as hereinafter set forth, Landowner hereby agree to convey fee title to the City of Wichita by warranty deed the following described real property in Sedgwick County to wit:

A tract of land for right-of-way purposes in Maize, Sedgwick County, Kansas, described as follows:

The West 10 feet of the tract of land described and conveyed in the Statutory Warranty Deed recorded in Film 163 at Page 1469, being more fully described as follows: The East 10 feet of the West 40 feet, of the South 190 feet of the West 229.26 feet of the Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6<sup>th</sup> PM, Sedgwick County, Kansas. Containing 1,600 sq. ft., more or less.

Additionally, the Landowner hereby agrees to convey fee title to the Landowners by a contingent dedication for street right-of-way, the following described real property in Sedgwick County to wit:

A tract of land for right-of-way purposes in Maize, Sedgwick County, Kansas, described as follows:

The South 10 feet LESS the West 10 feet of the tract of land described and conveyed in the Statutory Warranty Deed recorded in Film 163 at Page 1469, being more fully described as follows: Commencing at the SW Corner of Section 25, Township 26 S, Range 2 W, of the 6<sup>th</sup> PM, Sedgwick County, Kansas; thence East along the South line of said Section 25 a distance of 40.03 feet; thence North parallel with the West line of said Section 25 a distance of 30 feet to the point of beginning, said point being the North ROW line of 37<sup>th</sup> Street N.; thence continuing North parallel with said West line a distance of 10 feet; thence East parallel with said South line a distance of 189.24 feet, more or less, to a point on the southwesterly most line of the Sewage Treatment Plant No. 3 (NW) addition, an addition to Wichita, Sedgwick County, Kansas; thence South along said southwesterly line a distance of 10 feet; thence West along said North ROW line to the point of beginning.

The contingent street dedication shall become effective in the event that the appropriate governing body determines a need for the right-of-way for any street-related purposes.

It is understood and agreed that the Landowner(s) is/are responsible for all property taxes on the above described properties accrued prior to the conveyance of title to the City. In the event of relocation, Landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the properties.

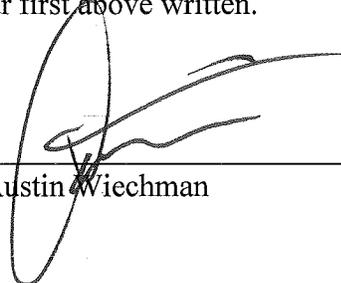
The City agrees to accept the above described real estate, and in exchange, donate and hereby agree to convey fee title to the Landowner(s) by warranty deed to the following described real property in Sedgwick County to wit:

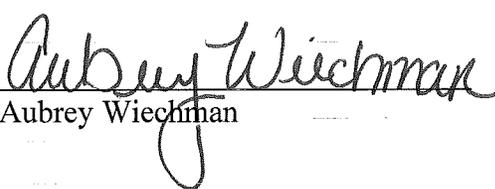
A tract of land within the Sewage Treatment Plant No. 3 (NW) Addition in Sedgwick County, Kansas more fully described as follows:

Commencing at the SW corner of the SW ¼ of Section 25, Township 26 South, Range 2 West, 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence N88°12'03"E (assumed) along the south line of said SW ¼ a distance of 229.26 feet; thence N00°31'40"E a distance of 75.06 feet to the Point of Beginning, said Point being the southwesterly most corner of the Sewage Treatment Plant No. 3 (NW) Addition, an addition to Sedgwick County, Kansas and the north right-of-way line of 37<sup>th</sup> Street North; thence continuing N00°31'40"E and along the SW line of said Addition a distance of 114.94 feet; thence N88°12'03"E and parallel with the south line of said SW ¼ a distance of 61.14 feet; thence S00°31'40"W a distance of 125.66 feet to a point on the south line of said Addition; thence N77°49'01"W along the south line of said Addition and north right-of-way line of 27<sup>th</sup> Street North a distance of 44.33 feet; thence S88°12'03"W along the south line of said Addition and said north right-of-way line a distance of 17.69 feet to the Point of Beginning. Said Tract containing 7254.3 square feet (0.167 ac) more or less.

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out including claims that Landowner(s) may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

  
Austin Wiechman

  
Aubrey Wiechman

City of Wichita, Kansas, a municipal corporation

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

Approved as to form:

---

Gary E. Rebenstorf, Director of Law

**WARRANTY DEED**

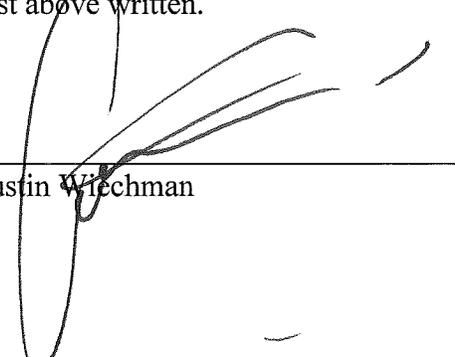
THIS INDENTURE, Made this 25<sup>th</sup> day of January, 2013, between Austin Wiechman and Aubrey Wiechman, husband and wife, Grantor, and the City of Wichita, Kansas, a municipal corporation, Grantee.

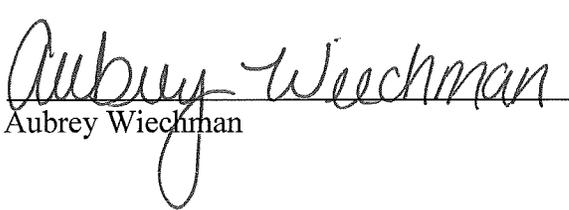
WITNESSETH: That said Grantor, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, does by these presents, remise, release and warrant unto Grantee, heirs and assigns, all the following described real estate subject to easements, situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

A tract of land for right-of-way purposes in Maize, Sedgwick County, Kansas, described as follows: The West 10 feet of the tract of land described and conveyed in the Statutory Warranty Deed recorded in Film 163 at Page 1469, being more fully described as follows: The East 10 feet of the West 40 feet, of the South 190 feet of the West 229.26 feet of the Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6<sup>th</sup> PM, Sedgwick County, Kansas. Containing 1,600 sq. ft., more or less.

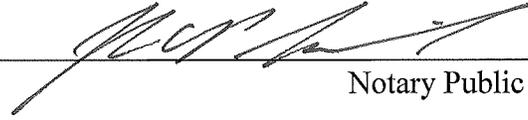
IN WITNESS WHEREOF, the said party of the first part had hereunto set its hand the day and year first above written.

  
\_\_\_\_\_  
Austin Wiechman

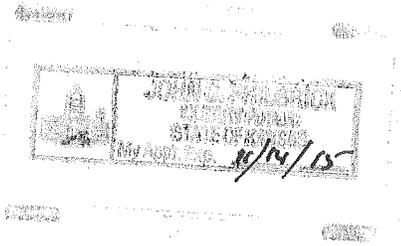
  
\_\_\_\_\_  
Aubrey Wiechman

STATE OF KANSAS )  
 ) ss:  
SEDGWICK COUNTY )

BE IT REMEMBERED, that on this 25<sup>th</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Austin Wiechman and Aubrey Wiechman, husband and wife, to me personally known to be the person whom executed the foregoing instrument, and duly acknowledged the execution of the same.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 11/14/15



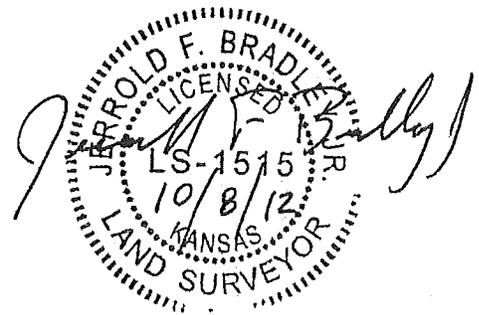
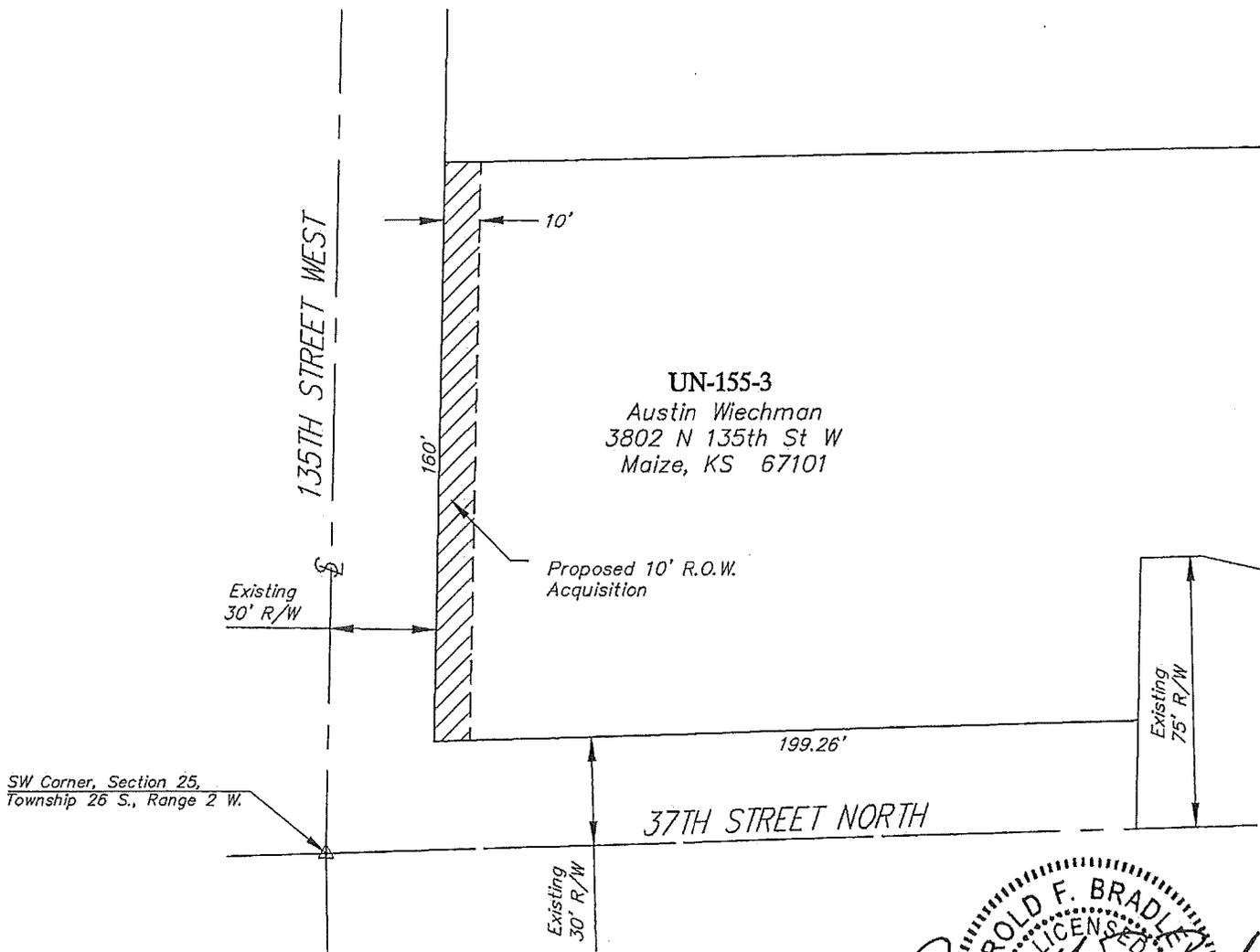
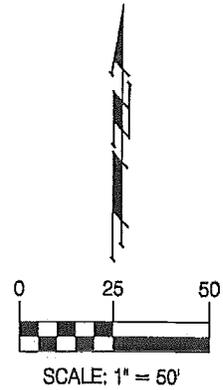
# EXHIBIT

## LEGAL DESCRIPTION:

A Tract of Land for Right-of-Way Purposes in Maize, Sedgwick County, Kansas,  
Described as Follows:

The West 10.00 feet of the tract of land described and conveyed in the Statutory  
Warranty Deed recorded in Film 163 at Page 1469, being more fully described as  
follows: The East 10.00 feet of the West 40.00 feet, of the South 190 feet of the  
West 229.26 feet of the Southwest Quarter of Section 25, Township 26 South, Range 2  
West of the 6th P.M., Sedgwick County, Kansas..

Containing 1,600 Sq. Ft., more or less.



## CONTINGENT STREET DEDICATION

WHEREAS, Austin Wiechman and Aubrey Wiechman, husband and wife, are the owners of the following described real estate in Sedgwick County, Kansas, to-wit:

The South 190 feet of the West 229.26 feet of the Southwest Quarter of Section 25, Township 26 South, Range 2 West of the 6<sup>th</sup> PM, Sedgwick County, Kansas.

WHEREAS, the City of Wichita anticipates in the future the necessity of acquiring dedicated street right-of-way for 37<sup>th</sup> Street adjacent to the south line of said property, said right-of-way will include a portion of the above-described real property; and

WHEREAS, said Owners are desirous of continuing their private use of said street right-of-way pending effectiveness of the dedication as hereinafter stated.

NOW, THEREFORE, in consideration of the premises, the Owners do hereby dedicate to the public for street purposes the following described real property, to-wit:

A tract of land for right-of-way purposes in Maize, Sedgwick County, Kansas, described as follows:

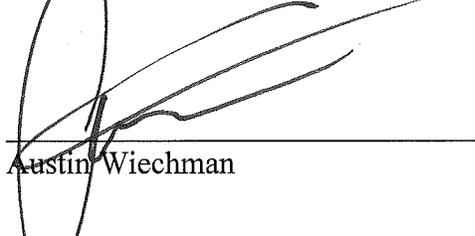
The South 10 feet LESS the West 10 feet of the tract of land described and conveyed in the Statutory Warranty Deed recorded in Film 163 at Page 1469, being more fully described as follows: Commencing at the SW Corner of Section 25, Township 26 S, Range 2 W, of the 6<sup>th</sup> PM, Sedgwick County, Kansas; thence East along the South line of said Section 25 a distance of 40.03 feet; thence North parallel with the West line of said Section 25 a distance of 30 feet to the point of beginning, said point being the North ROW line of 37<sup>th</sup> Street N.; thence continuing North parallel with said West line a distance of 10 feet; thence East parallel with said South line a distance of 189.24 feet, more or less, to a point on the southwesterly most line of the Sewage Treatment Plant No. 3 (NW) addition, an addition to Wichita, Sedgwick County, Kansas; thence South along said southwesterly line a distance of 10 feet; thence West along said North ROW line to the point of beginning.

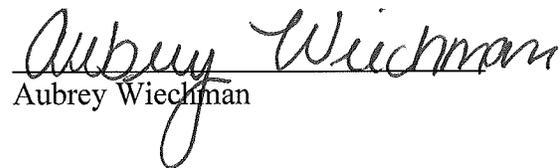
PROVIDED, HOWEVER:

1. That neither the public nor the City of Wichita shall be privileged nor entitled to the use of the area hereinabove dedicated for maintenance, excavation or fill, paving, installation of utilities and other similar street uses, until and unless the same is actually needed for the purposes as herein stated.
2. That until such time as the area hereby dedicated is actually used for the purposes of street right-of-way, including any or all of those uses as state above, the Owner(s) and all persons claiming by, through or under them, shall be permitted the continued use of said street right-of-way.

Upon the recording hereof, this instrument shall constitute a public dedication and a covenant running with the land bind upon the Owner(s), their heirs, successors and assigns, and all persons claiming by, through or contingent dedication as aforesaid. Acceptance by the City of Wichita of this contingent dedication and the recordation of the same shall denote its acquiescence and agreement to all of the terms and provisions hereof.

IN WITNESS WHEREOF the undersigned has executed this instrument and delivered the same to the City of Wichita, Kansas, on this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

  
 \_\_\_\_\_  
 Austin Wiechman

  
 \_\_\_\_\_  
 Aubrey Wiechman

STATE OF KANSAS    )  
   ) ss:  
 SEDGWICK COUNTY )

BE IT REMEBERED, that on this 25<sup>th</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Austin Wiechman and Aubrey Wiechman, husband and wife, to me personally known to be the person whom executed the foregoing instrument, and duly acknowledged the execution of the same.

  
 \_\_\_\_\_  
 Notary Public

My Commission Expires: 11/14/15



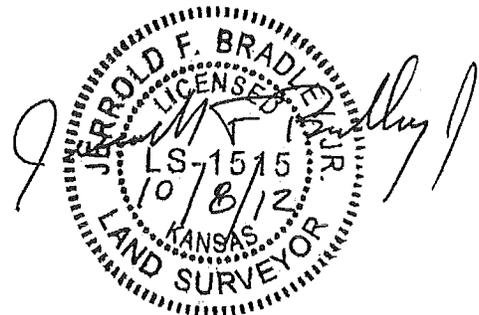
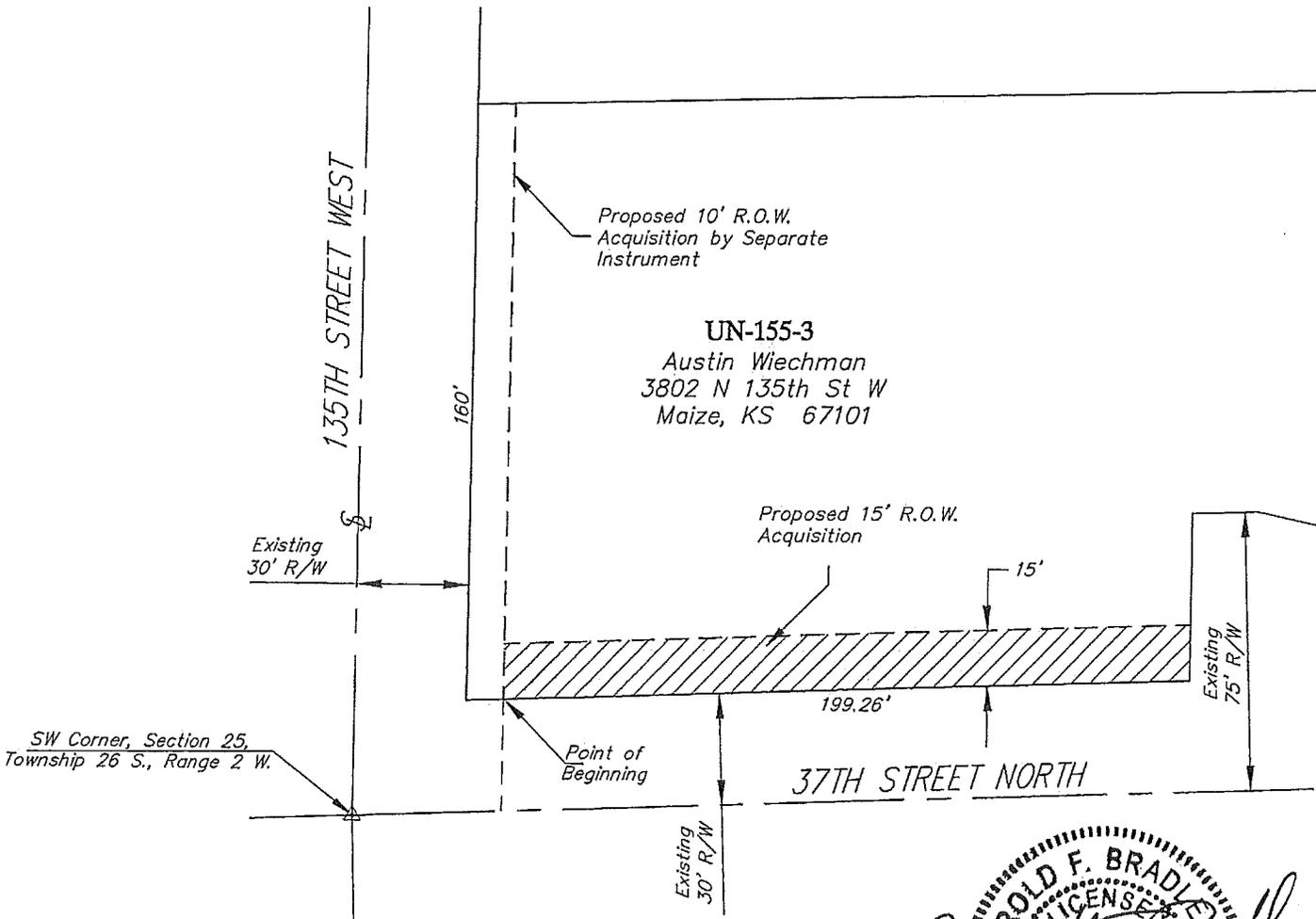
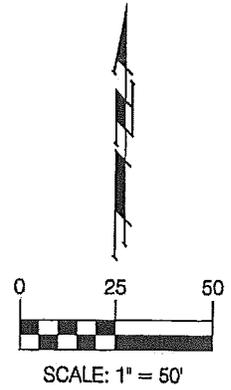
# EXHIBIT

## LEGAL DESCRIPTION:

A Tract of Land for Right-of-Way Purposes in Maize, Sedgwick County, Kansas,  
Described as Follows:

The South 15.00 feet LESS the West 10.00 feet of the tract of land described and conveyed in the Statutory Warranty Deed recorded in Film 163 at Page 1469, being more fully described as follows: Commencing at the SW corner of Section 25, Township 26 S, Range 2 W, of the 6th P.M., Sedgwick County, Kansas; thence East along the South line of said Section 25 a distance of 40.03 feet; thence North parallel with the West line of said Section 25 a distance of 30.00 feet to the Point of Beginning, said Point being the North ROW line of 37th Street N.; thence continuing North parallel with said West line a distance of 15.00 feet; thence East parallel with said South line a distance of 189.24 feet, more or less, to a point on the southwesterly most line of the Sewage Treatment Plant No. 3 (NW) Addition, an addition to Wichita, Sedgwick County, Kansas; thence South along said southwesterly line a distance of 15.00 feet; thence West along said North ROW line to the Point of Beginning.

Containing 2,839 Sq. Ft., more or less.



Project Number 10-08-E530

Exhibits & Legal Descriptions/Wiechman\_37th ROW.dwg

**B** Baughman Company, P.A.  
315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149  
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

## WARRANTY DEED

THIS INDENTURE, Made this \_\_\_\_ day of \_\_\_\_\_, 2013, between the City of Wichita, Kansas, a municipal corporation, Grantor, and, Austin Wiechman and Aubrey Wiechman, Grantee.

WITNESSETH: That said Grantor, in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, does by these presents, remise, release and warrant unto Grantee, heirs and assigns, all the following described real estate subject to easements, situated in the City of Wichita, County of Sedgwick and State of Kansas, to-wit:

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

A tract of land within the Sewage Treatment Plant No. 3 (NW) Addition in Sedgwick County, Kansas more fully described as follows:

Commencing at the SW corner of the SW  $\frac{1}{4}$  of Section 25, Township 26 South, Range 2 West, 6<sup>th</sup> P.M., Sedgwick County, Kansas; thence N88°12'03"E (assumed) along the south line of said SW  $\frac{1}{4}$  a distance of 229.26 feet; thence N00°31'40"E a distance of 75.06 feet to the Point of Beginning, said Point being the southwesterly most corner of the Sewage Treatment Plant No. 3 (NW) Addition, an addition to Sedgwick County, Kansas and the north right-of-way line of 37<sup>th</sup> Street North; thence continuing N00°31'40"E and along the SW line of said Addition a distance of 114.94 feet; thence N88°12'03"E and parallel with the south line of said SW  $\frac{1}{4}$  a distance of 61.14 feet; thence S00°31'40"W a distance of 125.66 feet to a point on the south line of said Addition; thence N77°49'01"W along the south line of said Addition and north right-of-way line of 27<sup>th</sup> Street North a distance of 44.33 feet; thence S88°12'03"W along the south line of said Addition and said north right-of-way line a distance of 17.69 feet to the Point of Beginning. Said Tract containing 7254.3 square feet 0.167 ac) more or less.

IN WITNESS WHEREOF, the said party of the first part had hereunto set its hand the day and year first above written.

**The City of Wichita, Kansas, a municipal corporation:**

---

Carl Brewer, Mayor

Attest:

\_\_\_\_\_  
Karen Sublett, City Clerk

**STATE OF KANSAS**                    )  
  ) **ss:**  
**SEDGWICK COUNTY**                )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Carl Brewer and Karen Sublett, Mayor and City Clerk of the City of Wichita, Kansas, a municipal corporation, to me personally known to be the same persons whom executed the foregoing instrument, and duly acknowledged the execution of the same.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

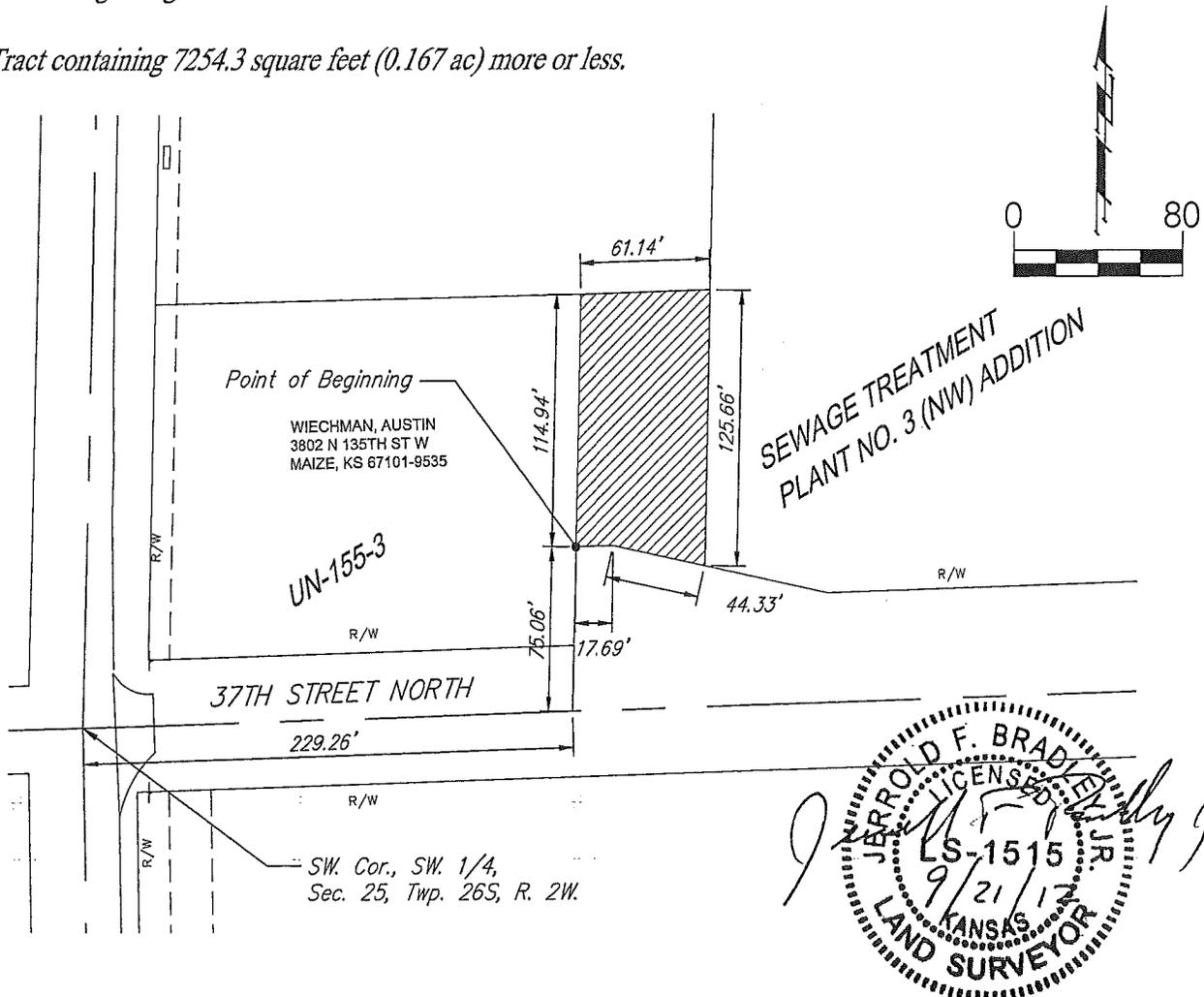
# EXHIBIT

## LEGAL DESCRIPTION – WEICHMAN PROPERTY

*A Tract of land within the Sewage Treatment Plant No. 3 (NW) Addition in Sedgwick County, Kansas more fully described as follows:*

*Commencing at the SW corner of the SW ¼ of Section 25, Township 26 South, Range 2 West, 6th P.M., Sedgwick County, Kansas; thence N88°12'03"E (assumed) along the south line of said SW ¼ a distance of 229.26 feet; thence N00°31'40"E a distance of 75.06 feet to the Point of Beginning, said Point being the southwesterly most corner of the Sewage Treatment Plant No. 3 (NW) Addition, an addition to Sedgwick County, Kansas and the north right-of-way line of 37th Street North; thence continuing N00°31'40"E and along the SW line of said Addition a distance of 114.94 feet; thence N88°12'03"E and parallel with the south line of said SW ¼ a distance of 61.14 feet; thence S00°31'40"W a distance of 125.66 feet to a point on the south line of said Addition; thence N77°49'01"W along the south line of said Addition and north right-of-way line of 37th Street North a distance of 44.33 feet; thence S88°12'03"W along the south line of said Addition and said north right-of-way line a distance of 17.69 feet to the Point of Beginning.*

*Said Tract containing 7254.3 square feet (0.167 ac) more or less.*



Owner:  
 WEICHMAN, AUSTIN  
 3802 N 135TH ST W  
 MAIZE, KS 67101-9535

E:\Projects\135th St. W. Force Main\Exhibits & Legal Descriptions\Weichman Tract

**B** Baughman Company, P.A.  
 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149  
**Baughman** ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

JERROLD F. BRADLEY  
 LICENSED SURVEYOR  
 LS-1515  
 9/21/17  
 KANSAS  
 LAND SURVEYOR



# 135 and 37



<input type="checkbox"/> Identified Features	<input type="checkbox"/> Historic Districts	<input type="checkbox"/> Old Town Delano Overlay District	NO	YES	Property Parcels	Roads	State Highway	US Federal Highway	Interstate	KTA	Arterial	Collector	Minor	Ramp	Railroads	Quarter Section	Waterways	Streams	Historic Sites	REGIONAL	STATE/NATIONAL	STATE	Historic Environs	Parks	Airports	City Limits	Andale	Bel Aire	Bentley	Cheney	Clearwater	Colwich
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																											



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided herein and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



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 POWERED BY GeoSmart

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
JANUARY 2013**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Boots, 12" Leather Wellington	1/31/2014	Vanderbilts #3 Inc.	Police	2/1/2011 - 1/31/2012	Last option
Check Collection Services	1/31/2014	Recheck, Inc.	Finance	2/1/2012 - 1/31/2013	3 - 1 year options
Computer Controlled Access Security System - Technical Support Program	1/4/2014	Simplex Grinnell LP	Wichita Airport Authority	1/5/2010 - 1/4/2012	1 - 1 year option
Heating and/or Air Conditioner Repair Service	1/31/2014	American Mechanical, Inc.	Various	2/1/2011 - 1/31/2012	Last option
Janitorial Services for Police Substations	1/31/2014	Clean Country, Inc.	Police	2/1/2012 - 1/31/2013	1 - 1 year option
Liquid Phosphate	1/31/2014	F2 Industries LLC	Public Works & Utilities	10/25/2011 - 1/31/2012	Last option
Oils -Lubricating, Gear, Grease, Transmission Fluid and Oil Analysis - Group 2	1/31/2014	Universal Lubricants, LLC	Various	2/1/2012 - 1/31/2013	1 - 1 year option
Oils -Lubricating, Gear, Grease, Transmission Fluid and Oil Analysis - Group 3	1/31/2014	Heathwood Oil Company, Inc.	Various	2/1/2012 - 1/31/2013	1 - 1 year option
Plumbing Repair Services - Commercial	1/31/2013	The Waldinger Corporation	Various	2/2/2010 - 1/31/2011	Last option
Predco Saddles & Saddle Tees	1/31/2013	Water Products, Inc.	Public Works & Utilities	2/1/2011 - 1/31/2012	1 - 1 year option
Rehabilitation of Housing Unites	1/31/2014	Arambula Construction Co., Inc.	Housing & Community Services	2/15/2011 - 1/31/2012	Last option
Stakes, Paddles & Wedges	1/31/2014	J & S Wood Enterprises, Inc.	Public Works & Utilities	2/1/2011 - 1/31/2013	Last option
Street Light Maintenance & Repair (City Owned)	1/31/2014	Phillips Southern Electric Co., Inc.	Public Works & Utilities	3/8/2011 - 1/31/2012	Last option
Uniforms - Transit	1/31/2013	Baysinger Police Supply, Inc.	Wichita Transit	2/1/2011 - 1/31/2012	1 - 1 year option
Waste - Disposal of Bio-Hazard (includes Infectious Containers PU/Disposal)	1/31/2014	Kansas Medical Waste Service LLC	Police	2/1/2011 - 1/31/2012	Last option

**PROFESSIONAL CONTRACTS UNDER \$25,000  
JANUARY 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR JANUARY 2013**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Granicus Inc.	DP340008	Software Maintenance/Support	\$35,400.00		
The Active Network	DP340009	Software Maintenance/Support	\$28,516.69		
Oracle America Inc.	DP340012	Software Maintenance/Support	\$52,291.56		
Logic Inc.	DP340053	Software Maintenance/Support	\$31,949.27		

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** Abatement of Dangerous & Unsafe Structures (Districts I, II, III, IV and VI)

**INITIATED BY:** Metropolitan Area Building & Construction Department

**AGENDA:** Consent

---

**Recommendation:** Approve the assessments and ordinances.

**Background:** The Metropolitan Area Building & Construction Department supports neighborhood maintenance and improvement through abatement of public nuisances under Titles 18 and 20 of the City Code. State law and local ordinances allow the City to demolish or board up and secure private property that is in violation of Housing and/or Building Code standards, after proper notification of the responsible party/parties. A private contractor or City staff performs the work, and the Metropolitan Area Building & Construction Department bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the demolition and board-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the demolition and board up abatements in question, and the Metropolitan Area Building & Construction Department is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Statements of Charges will be mailed to the property owners on March 1, 2013. The property owners have 30 days from date of statement to pay the assessment and avoid paying interest. If unpaid, the principal and interest will then be spread for one year and placed on the 2013 tax roll.

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

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List – Special Assessments

<u>Tax Key #</u>	<u>PIN #</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: October 9, 2012</del>					
C-00345	135204	437 N Grove	demolition	\$4,290.00	I
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: November 1, 2012</del>					
C-00452	135385	202 N Spruce	demolition	\$6,430.00	I
(Combined with Memo Date → 11-1-12 \$6,010.00, and 1-19-12 \$420.00 → New Total \$6,430.00)					
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: November 20, 2012</del>					
A-05990	106219	1010 S Main	demolition	\$10,700.00	I
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: December 28, 2012</del>					
D-02045-1	201054	724 W Dayton	demolition	\$19,017.00	IV
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: January 2, 2013</del>					
A-02216	101626	1821 N Broadway	demolition	\$17,982.00	VI
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: January 16, 2013</del>					
C-09114	153820	1546 N Grove	demolition	\$10,050.00	I
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: 11/8/12</del>					
C 21145	166560	2330 N Estelle Ave	emergency board-up	\$161.98	I
D 14933	216092	3120 W Kay St	emergency board-up	\$216.79	IV
D 01148	200059	830 S Richmond Ave	emergency board-up	\$266.17	IV
C 21817	167293	824 S San Pablo Ln	emergency board-up	\$93.67	II
D 14689	215868	3422 W 1 <sup>st</sup> St N	emergency board-up	\$171.73	VI
C 122740001	157877	747 S Pershing Ave	emergency board-up	\$131.50	III
C 04443	140612	1313 N Fairmount Ave	emergency board-up	\$106.05	I
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: 12/24/12 (revised 1/4/13)</del>					
D 05406-AA	205575	517 W Hendryx	emergency board-up	\$801.87	IV
A 05978	106206	1136 S Water	emergency board-up	\$717.55	IV
<del>OFFICE OF CENTRAL INSPECTION</del> <del>DATE: 12/24/12</del>					
B 03406	122240	1105 N Hydraulic Ave	emergency board-up	\$675.95	I
D 01020-1	199898	532 S Gordon Ave	emergency board-up	\$1859.90	IV
C 02546	138440	532 N Estelle Ave	emergency board-up	\$1302.16	I
D 01098	199994	421 S Richmond Ave	emergency board-up	\$1352.47	IV
D 01148	200059	830 S Richmond Ave	emergency board-up	\$493.48	IV
<del>D 09089-3</del>	<del>210207</del>	<del>360 N Knight St</del>	<del>emergency board-up</del>	<del>\$1437.01</del>	<del>VI</del>
(Paid 1/23/13, receipt 297, Removed 1/23/13 PRIOR to Agenda Report date 2/12/13)					
B 10522	130769	2825 S Pattie Ave	emergency board-up	\$1265.94	III
D 02049	201058	725 S Sycamore St 1	emergency board-up	\$2026.92	IV
B 03405	122238	1103 N Hydraulic	emergency board-up	\$822.22	I
<del>CITY OF WICHITA</del> <del>DATE: January 10, 2013</del>					
C 30257	175626	1420 S Bluffview Dr	emergency board-up	\$1042.40	III
D 04883	204739	1907 S Hiram Ave	emergency board-up	\$1155.52	IV

\_\_\_\_ Published in the Wichita Eagle on March 1, 2013

**ORDINANCE NO. 49-447**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (**BUILDING CONDEMNATION-DEMOLITION**) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOTS 14-15 ROACH'S SUB.	\$4,290.00
W 85 FT LOT 23 SPRUCE AVE. PARK PLACE ADD.	\$6,430.00
LOT 118 & N 1/2 LOT 120 MAIN ST. LEE'S ADD.	\$10,700.00
LOTS 101-103 DAYTON AVE GLENDALE ADD.	\$19,017.00
LOTS 22-24 BLOCK 7 FAIRVIEW ADD	\$17,982.00
LOT 21 MC COOL & LAMBE'S ADD.	\$10,050.00

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2013** and shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **26th day of February, 2013.**

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

---

Gary E. Rebenstorf, Director of Law

\_\_\_\_ Published in the Wichita Eagle on March 1, 2013

**ORDINANCE NO. 49-448**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE **(BUILDING EMERGENCY BOARD-UP)** UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS

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

SECTION 1. That the sum set opposite the following lots, herein specified, be and the same is hereby levied to pay the cost of removal of certain structures, being dangerous and unsafe buildings which have been declared a nuisance under the provisions of Sections 18.16.010 to 18.16.090 of the Code of the City of Wichita, Kansas, located and situated upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOTS 7-9 & S 20 FT LOT 11 FAIRMOUNT AVE. FAIRMOUNT PLACE ADD.	\$106.05
LOTS 85-87 BELLEVIEW AVE BLUE GRASS SUB.	\$131.50
LOT 9 BLOCK Y AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$161.98
LOT 5 EXC NELY 3 FT & NELY 2 FT LOT 6 BLOCK 18 EASTRIDGE 4TH. ADD.	\$93.67
LOTS 410-412 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	\$759.65
LOT 10 BLOCK A MT CARMEL 4TH ADD	\$171.73

LOT 17 BLOCK 8 DOWNTAIN'S 1ST ADD.	\$216.79
LOTS 168-170 WATER ST. LEE'S ADD.	\$717.55
LOTS 8-9 ELMDALE ADD.	\$801.87
LOTS 47-49 EXC BEG 69 FT ELY SW COR LOT 47 NWLY TO PT 55.8 FT E NW COR LOT 49 WLY 15.56 FT SELY TO PT 16.67 FT W OF BEG E TO BEG FOR CC-15010 PENNSYLVANIA AVE. GETTO'S ADD.	\$822.22
LOTS 51-53 EXC CANAL & EXC C-15010 BEG 55.8 FT E SW COR LOT 51 NW TO PT 42.6 FT E NW COR LOT 53 W 14.45 FT SELY TO PT 15.56 FT W OF BEG E TO BEG PENNSYLVANIA AVE. GETTO'S ADD.	\$675.95
LOT 5 BLOCK 5 SCHRADER BROS. 2ND. ADD.	\$1,265.94
LOTS 14-16 MABEL NOW ESTELLE AVE MOSSMAN'S 2ND. ADD.	\$1,302.16
LOTS 46-48 PALMERSTON NOW GORDON AVE. MARTINSON'S 5TH. ADD.	\$1,859.90
LOTS 305-307 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	\$1,352.47
LOTS 117-119-121 DAYTON AVE GLENDALE ADD.	\$2,026.92
LOT 34 BLOCK G HILLTOP MANOR SUB A REPLAT OF PART HILLTOP MANOR & HILLTOP MANOR 2ND.	\$1,042.40
LOTS 7-9 BLOCK 13 WHITLOCK'S REPLAT	\$1,155.52

SECTION 2. The sum so assessed and apportioned against the lots herein before set out and not paid within 30 days from date of notice sent out by the Debt Management Office of the Department of Finance as provided by law, shall be collected by special assessment upon the property liable therefore in one installment and placed upon the tax roll for the year **2013** and

shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes, and the Debt Management Office of the Department of Finance is hereby directed to give written notice to property owner(s) owning property assessed herein, as required by law.

SECTION 3. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **26th day of February, 2013.**

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

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Gary E. Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** Cooperative Agreement with Heartland PTAC

**INITIATED BY:** Department of Finance

**AGENDA:** Consent

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**Recommendation:** Approve the 2013 Letter of Commitment and proposed budget; authorize necessary budget adjustments and signatures for cooperative agreement.

**Background:** The City of Wichita is committed to ensuring equal opportunity, promoting diversity and enhancing economic opportunities for Emerging and Disadvantaged businesses. It is the policy and commitment of the City of Wichita to provide Emerging and Disadvantaged businesses the maximum opportunity to participate in, compete for and be utilized by the City of Wichita in its procurement of goods and services.

The Finance Department/Purchasing Division is continuously striving to find ways to enhance and improve the Emerging and Disadvantaged Business Enterprise Program. The cooperative agreement between Heartland (PTAC) Procurement Technical Assistance Center Wichita State University and the City of Wichita as a sub-contractor increases procurement with the Kansas opportunities for Kansas businesses by providing comprehensive technical assistance to businesses interested in selling their goods and services to the federal government. Knowledgeable purchasing staff located at City Hall will provide accessibility for our local firms.

The mission of Heartland PTAC is to identify Kansas businesses with the potential for market expansion through Department of Defense (DoD) and other government procurement opportunities and assist those viable companies in becoming successful DoD and government contractors. This expands the industrial base and increases competition of DoD goods, which reduces the cost of maintaining a strong national security, and also enhances the economies of Kansas.

Another important component of Heartland PTAC is the development of linkages with other programs at the federal, state, and local level. This program works in close cooperation with the Kansas Small Business Development Centers (SBDCs') full services and technology centers. This allows participating firms to receive a full range of business development services, including business management assistance, product development and technology transfer.

**Analysis:** The Finance Department/Purchasing Division will be a sub contractor with Heartland PTAC Wichita State University with staff available and located in the City's Purchasing Offices. This collaboration increases the range of business development services that are offered by the Emerging and Disadvantaged Business Enterprise Program. The services that Heartland PTAC provides include general procurement counseling, assistance with bidder application forms, matching of products and/or services with appropriate buying activities, bid package review, pre-award and post-award assistance, and providing specifications and other information needed to complete government bids. Without this assistance, many of the program's clients might not consider entering the federal government market.

**Financial Considerations:** Total cost to the City for the 12-month agreement is a \$1,200 cash contribution and \$25,020 in non-federal, in-kind contribution matching funds for total of \$26,220. The existing EBE program budget already established and included within the Purchasing Division budget is eligible to provide the match. The City of Wichita as a sub-contractor will receive \$9,878 of federal Procurement Technical Assistance Program (PTAP) funds from Wichita State University.

**Legal Considerations:** The 2013 Letter of Commitment has been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the 2013 Letter of Commitment and proposed budget, and authorize the necessary budget adjustments and signatures.

**Attachments:** Submittal 2013 Letter of Commitment and proposed budget.

**Letter of Commitment  
Procurement Technical Assistance Program (PTAP)**

This letter is to certify that the cash and/or in-kind contribution(s) described below are committed to the City of Wichita PTAC. The contributions described will be made available to the PTAC between the dates of 2/01/2013 and 1/31/2014. The undersigned further certifies that there is no expectation of compensation in return for the donations described such as a requirement that the contribution(s) be made as a provision in a contract or purchase order.

Donor Organization: City of Wichita

Address: 455 N. Main, Wichita, KS 67202

Representative's Signature: \_\_\_\_\_ Date: 11/19/2012

Name & Title of Representative: Melinda Walker, Purchasing Director

Phone: 316.268.4411

<b>Total cash contribution:</b>	\$1,200
<b>Total in-kind contribution:</b>	\$25,020
<b>Total of cash and in-kind:</b>	\$26,220

List each individual in-kind contribution below. Contributions should be fully explained to show how their value is determined. Use a continuation sheet if necessary.

List In-kind Donation(s) (e.g., Services, Goods, or Facilities Provided)	Value Determination (e.g., rate * hrs or sq.ft * \$/sq.ft)	Total Value
See Continuation Sheet		

**\* Note:** The value assigned to a contribution by a third party contributor may not be assumed by the recipient to be fair and reasonable or assumed to be a value assigned in accordance with the Department of Defense Grant and Agreement Regulations for agreement cost sharing purposes. See SCAA Section IV submission requirements.

**STATEMENT FOR 2013 PROPOSED BUDGET OF CITY OF WICHITA:**

We understand we are applying for 2013 budget for the federal Procurement Technical Assistance (PTA) funds from Wichita State University. In return we will provide the following non-federal matching funds:

<b>Objective Cost Category</b>	<b>Federal</b>	<b>Cash Match</b>	<b>In-Kind</b>	<b>Total Budget</b>
a) Personnel	5,526		16,577	22,103
b) Fringe Benefits	2,224		6,673	8,897
c) Travel	1,285	1,200		2,485
d) Equipment				
e) Supplies			245	245
f) Contractual Fees				
g) Other	843		1,525	2,368
<b>TOTALS</b>	<b>9,878</b>	<b>1,200</b>	<b>25,020</b>	<b>36,098</b>

b) Fringe Benefits are determined by costs of Social Security (7.65%), retirement/pension 12.2%), Workers' Compensation (.62%), unemployment compensation (.20%), health insurance (\$11,749/yr), and life insurance (.40%). Personnel costs are based on negotiated percentages, which are 35% of Chris Haislett and 5% of Melinda Walker.

c) Travel for the Spring and/or Fall APTAC Conference. City Cash Match \$1,200

e) Office Supply expenses of \$245 annually for daily operations of the program.

g) Telephone line charges, instrument charges and long distance services @ \$940 annually. Data Center Charges for computer access, Personal Computer networked @ \$156 per month, Software Charges @ \$160 per month for annual cost of \$3,792 and for printing charges on network printer @ \$54 annually with a cost per copy charge of .05 cents per copy, 35% for Chris Haislett at \$1,710 and 5% for Melinda Walker at \$236.

Office space for Chris Haislett of 105 sq. ft. @ 11.50 per sq. ft. per year for 35% for Chris Haislett a total of \$422 annually.

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council  
**SUBJECT:** Transfer of funds – Job Readiness Training  
**INITIATED BY:** Department of Finance  
**AGENDA:** Consent

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**Recommendation:** Approve the transfer.

**Background:** The Housing and Community Services Department manages the Career Development Office (CDO). The activities of the CDO have traditionally been funded by federal and state funds. Although funding mechanisms and programs have evolved in the last 3 decades, the CDO has primarily focused on job readiness training since the late 1970's.

**Analysis:** Since 2005, the CDO has been funded by two sources. CSBG funding has offset partially the cost of staff, and funded administrative costs. In addition, the CDO has contracted with the State of Kansas Department of Children and Families (former SRS) to provide training to welfare recipients as they transition into the workforce and off welfare. In recent years, CSBG funds have been limited, which has impacted the ability of the CDO to offset administrative costs. In addition, supplemental funding received in 2009 as part of the American Recovery and Reinvestment Act (ARRA) has expired. The State of Kansas has referred fewer clients to the CDO for job training in recent years, which has lowered reimbursement revenue from the State. Finally, CSBG funds overall have been static and are anticipated to decline. The Career Development Office has aggressively reduced costs in the face of declining revenues. However, deficits have accumulated in grant accounts due to declining revenues.

During 2009-2010, CDO was transferred to the Housing Department and insufficient funds were available to support program expenditures. Then in 2011 the State of Kansas Department of Children and Families (former SRS) referrals dropped from a high of 508 to 363. The reduction was not forecasted nor anticipated. As a result the CDO's billings were reduced because fewer services were being provided to their clients.

Based on the fiscal situation and additional anticipated reductions in funding, staff are evaluating long term options. These options may included allocating additional CSBG dollars (by prioritizing this service over other CSBG funded services); seeking partnerships to reduced training costs, identifying additional long term supplemental funding sources within the City budget, or re-examining the strategic fit between job training and the City of Wichita mission.

**Financial Considerations:** The job readiness program has revenue deficits from the 2009 through 2012. A transfer of \$342,567.49 was made at the end of 2012 to fund the program deficits.

**Legal Considerations:** None.

**Recommendations/Actions:** It is recommended that the City Council approve the transfer of \$342,567.49 from the General Fund to Career Development Office (CDO) to fund the revenue deficits for the job readiness program.

**Second Reading Ordinances for February 12, 2013 (first read on February 5, 2013)**

**Public Hearing and Adoption of an Ordinance for the Lux. (District VI)**

ORDINANCE NO. 49-440

An ordinance levying and assessing maximum special assessments on certain lots, pieces and parcels of land liable for such special assessments to pay the costs of internal improvements in the City of Wichita, Kansas, as authorized by Resolution No. 12-260 of the City (120 East 1st Street Improvement District).

**Creation of the Wichita Bicycle and Pedestrian Advisory Board.**

ORDINANCE NO. 49-441

An ordinance creating Sections 2.12.1140 – 2.12.1144 of the code of the City of Wichita, Kansas pertaining to the establishment of a bicycle and pedestrian advisory board; prescribing the functions, powers and duties of such board.

**ZON2012-00031 – City request for a zone change from TF-3 Two-Family Residential to GO General Office, generally located on the south side of 34th Street North and east of Woodlawn Boulevard. (District I)**

ORDINANCE NO. 49-442

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.

**DER2012-00008 – Amendments to the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009, Edition) that facilitate the administration of the newly created unified Board of Zoning Appeals and other minor amendments including revisions to the definitions of “Building Permit” and “Zoning Administrator.”**

ORDINANCE NO. 49-443

An ordinance amending the sections listed below of the Wichita-Sedgwick County Unified Zoning Code (July 9, 2009 Edition), as adopted by reference in City of Wichita Code Sec. 28.04.010 by Ordinance No. 48-451, regarding: the creation of the Wichita-Sedgwick County Board of Zoning Appeals and amendments to various definitions or activities associated with the Board of Zoning Appeals.

**Kellogg Freeway, from Cypress to 159th Street East. (District II)**

ORDINANCE NO. 49-444

An ordinance amending Ordinances No. 49-076, 48-944 and 47-708 of the City of Wichita, Kansas declaring Kellogg, between Cypress and 159th St. East (472-84634) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

City of Wichita  
City Council Meeting  
February 12, 2013

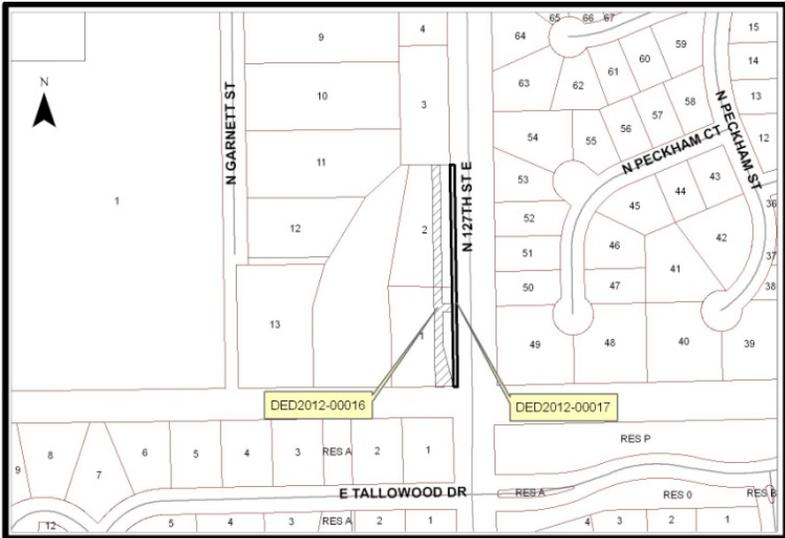
**TO:** Mayor and City Council

**SUBJECT:** DED2012-00016 Dedication of Utility Easement and DED2012-00017 Dedication of Access Control located south of 21<sup>st</sup> Street North, on the west side of 127<sup>th</sup> Street East. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA ACTION:** Planning (Consent)

**Staff Recommendation:** Accept the Dedications.



**Background:** The Dedications are associated with Lot Split Case No. LSP2012-00024 (Lakeside Acres First Addition).

**Analysis:** The Dedication DED2012-00016 is for public utility purposes. The Dedication DED2012-00017 is for access control along 127<sup>th</sup> Street as requested by the City of Wichita Traffic Engineer.

**Financial Considerations:** There are no financial considerations associated with the Dedications.

**Legal Considerations:** The Law Department has approved the Dedications as to form and the documents will be recorded with the Register of Deeds.

**Recommendations/Actions:** It is recommended that the City Council accept the Dedications.

**Attachment:** Dedication of Utility Easement.  
Dedication of Access Control.

COPY

UTILITY EASEMENT

THIS EASEMENT made this 31 day of December 2012, by, Lakeside Court, L.L.C., a Kansas limited liability company, of the first part and the City of Wichita, Kansas, of the second part.

WITNESSED, That the said first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the second party a perpetual right-of-way and easement for the purposes of accessing, constructing, maintaining, and repairing utilities, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying in Lots 1 and 2, Lakeside Acres, Sedgwick County, Kansas, being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 1; thence along the south line of said Lot 1 on a Kansas coordinate system of 1983 south zone bearing of, S89°13'46"W, 45.00 feet; thence parallel with and 45.00 feet west of the east line of said Lots 1 and 2, N00°51'22"W, 544.30 feet to a point on the north line of side Lot 2; thence along said north line, N89°13'46"E, 20.00 feet; thence parallel with said east lines, S00°51'22"E, 340.25 feet; N89°08'38"E, 25.00 feet to said east line; thence along said east line, S00°51'22"E, 20.00 feet; thence S89°08'38"W, 25.00 feet; thence S00°51'22"E, 84.05 feet; thence S14°53'14"E, 103.11 feet to the POINT OF BEGINNING.

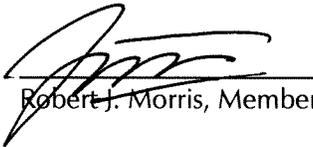
And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing all of their utilities.

**MKEC**  
ENGINEERING  
CONSULTANTS, INC.

DE 17 2012-16  
LSP 2012-24

IN WITNESS WHEREOF: The party of the first has signed these presents the day and year first written.

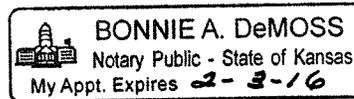
**LAKESIDE COURT, L.L.C., A KANSAS LIMITED LIABILITY COMPANY**

 Member  
Robert J. Morris, Member

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this 31 day of December, 2012, **Robert J. Morris, Member, Lakeside Court, L.L.C., a Kansas limited liability company.**

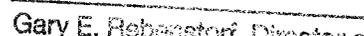
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.



 Notary Public  
Notary Public:

My Term Expires: 2-3-16

Approved as to form:

  
Gary E. Rebanstorf, Director of Law

COPY

### DEDICATION OF ACCESS CONTROL

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned, Lakeside Court, L.L.C., a Kansas limited liability company being the owner of the following described real estate in Wichita, Sedgwick County, Kansas, to-wit:

Lots 1 and 2, Lakeside Acres First Addition, Sedgwick County, Kansas.

Does hereby transfer and convey to the City of Wichita all abutters' right of access, ingress and egress to said property from or to 127<sup>th</sup> Street North over and across the east line of the above described tract; provided however, the following access points shall be allowed:

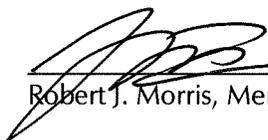
- One 80.00 foot full-movement opening along 127<sup>th</sup> Street North, centered on a point along the west line of the above described tract 194.09 feet north of the southeast corner of said Lot 1.
- One 80.00 foot full-movement opening along 127<sup>th</sup> Street North, centered on a point along the west line of the above described tract 387.61 feet north of the southeast corner of said Lot 1.

It is understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from 127<sup>th</sup> Street North except for the described aforementioned two openings to 127<sup>th</sup> Street North thereto.

DED 2012-17  
LSP 2012-24

Executed this 31 day of December, <sup>2012</sup>~~2011~~.

**LAKESIDE COURT, L.L.C., A KANSAS LIMITED LIABILITY COMPANY**

 Member  
Robert J. Morris, Member

STATE OF KANSAS, SEDGWICK COUNTY} ss:

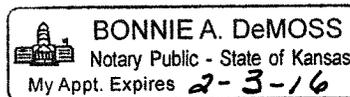
This instrument was acknowledged before me on this 31 day of December, 2012,  
Robert J. Morris, Member, Lakeside Court, L.L.C., a Kansas limited liability company.

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

 Notary Public  
Notary Public:

My Term Expires: 2-3-16

**APPROVED AS TO FORM:**



\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law  
City of Wichita, Kansas

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** SUB2012-00031 -- Plat of Black Traditional Magnet Addition located ½ mile south of 13<sup>th</sup> Street North, ¼ mile east of West Street. (District VI)

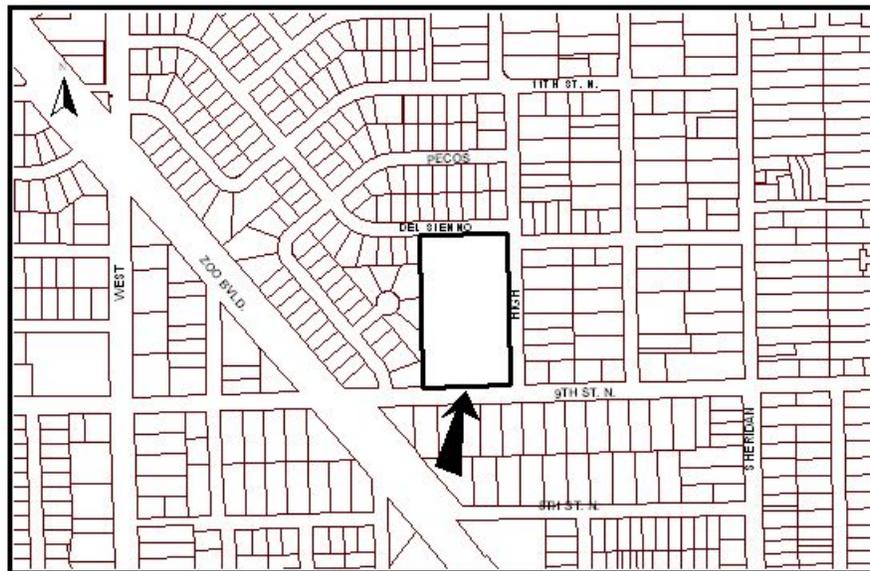
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (11-0)



**Background:** The site, consisting of one lot on 5.5 acres, is zoned SF-5 Single-family Residential.

**Analysis:** Water and sewer services are available to serve the site.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** There are no legal considerations associated with the plat.

**Recommendations/Actions:** It is recommended that the City Council approve the plat and authorize the necessary signatures.

**Attachments:** There are no attachments associated with the plat.

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Mayor and City Council

**SUBJECT:** VAC2012-00044 - Request to vacate a platted alley and an alley dedicated by separate instrument, generally located between Oliver and Glendale Avenues and north of Douglas Avenue (District I)

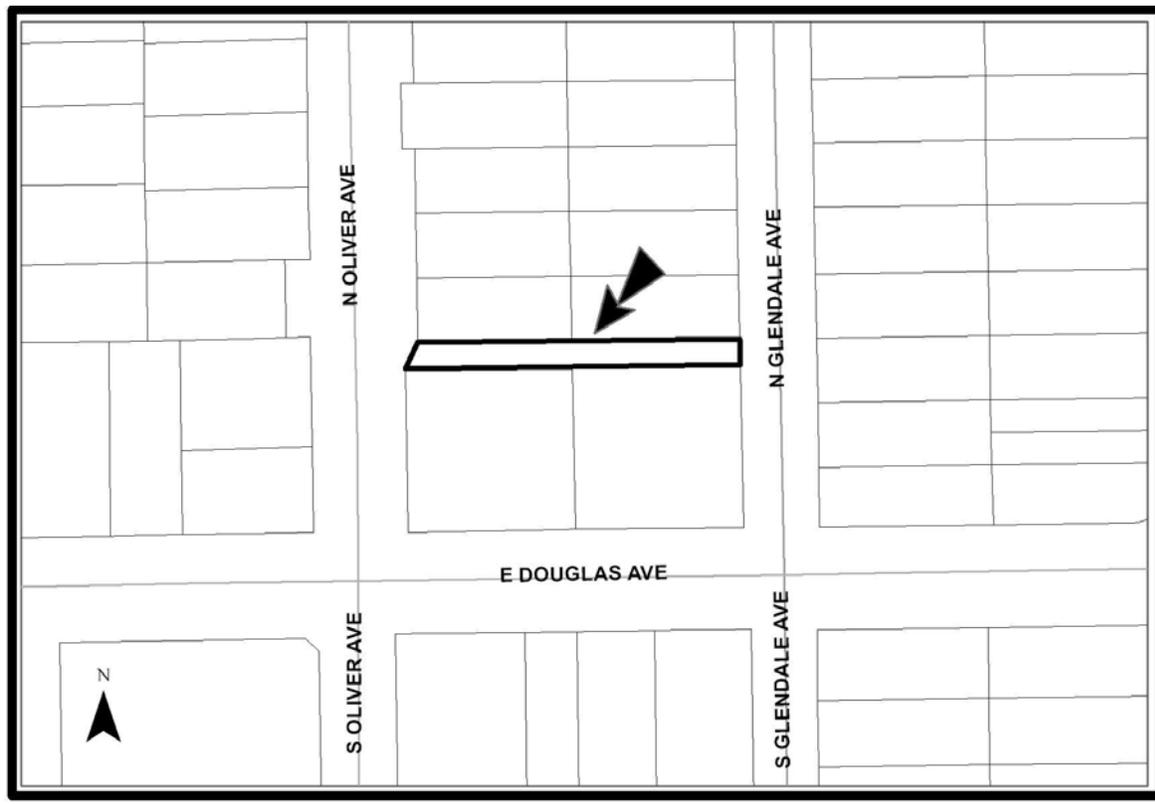
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (9-0).



**Background:** The applicants propose to vacate the platted 20-foot wide west – east alley (East Boulevard Addition) intersecting Oliver Avenue and the 20-foot wide east – west alley dedicated by separate instrument (Deed Record 521, Page 209) intersecting Glendale Avenue, all located north of Douglas Avenue. All of the alley dedicated by separate instrument was obtained from the north 20 feet of the LC Limited Commercial (“LC”) zoned Lot 20, Block 8, East Boulevard Addition. Reversion of this alley to private property means the LC zoning of the remainder of Lot 20 will migrate into the vacated alley dedicated by separate instrument. These vacated alleys may be used for expanded parking; CON2012-00044, approved at the January 8, 2013, City Council meeting. There is a sewer line running south to north through the middle of the subject alleys. Westar has equipment located in the alley. The East Boulevard Addition was recorded with the Register of Deeds February 21, 1930.

**Analysis:** The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

**Financial Considerations:** 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, three utility easements dedicated by separate instruments and three restrictive covenants. A certified copy of the Vacation Order, the three utility easements dedicated by separate instruments and the three restrictive covenants will be recorded with the 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 and authorize the necessary signatures.

**Attachments:**

- Three (3) utility easements dedicated by separate instruments
- Three (3) restrictive covenants

**RESTRICTIVE COVENANT**

THIS DECLARATION is hereby made this 18<sup>th</sup> day of January, 2013, by the undersigned.

WITNESSETH:

WHEREAS, the undersigned previously petitioned the City of Wichita, Sedgwick County, Kansas, to vacate an alley previously platted in East Boulevard Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, a condition of approval by the City of Wichita for vacating the alley is to bind the ownership of the vacated alley with the adjacent land; and

WHEREAS, the vacated alley can be described as:

The north ten (10) feet of the vacated alley adjacent on the south to Lot 17, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas

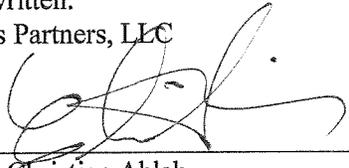
NOW, THEREFORE, the undersigned does hereby declare and covenant the following:

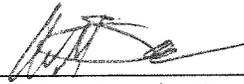
1. The vacated alley as described above will be bound in ownership to the owner of Lot 17, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas, until such time as either all or a portion of the vacated alley is conveyed to the owner of Lot 19, Block 8, East Boulevard Addition.
  
2. This covenant is binding on the owners, there successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the undersigned has executed this Declaration on the day and year first above written.

Douglas Partners, LLC

W. G. Enterprises, LLC

By:   
Name: Christian Ablah  
Title: Member

By:   
Name: William G. Farha, II  
Title: Member

STATE OF KANSAS            )  
  ) SS  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, That on this 18<sup>th</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian Ablah, Member of Douglas Partners, LLC and William G. Farha II, Member of W G Enterprises, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

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

Kathleen M Davis  
Notary Public

My Commission Expires: Sept 26, 2015



**RESTRICTIVE COVENANT**

THIS DECLARATION is hereby made this 18<sup>th</sup> day of January, 2013, by the undersigned.

WITNESSETH:

WHEREAS, the undersigned previously petitioned the City of Wichita, Sedgwick County, Kansas, to vacate an alley previously platted in East Boulevard Addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, a condition of approval by the City of Wichita for vacating the alley is to bind the ownership of the vacated alley with the adjacent land; and

WHEREAS, the vacated alley can be described as:

The south ten (10) feet of the vacated alley adjacent on the north to Lot 19 along with the vacated alley on the east, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas

NOW, THEREFORE, the undersigned does hereby declare and covenant the following:

1. The vacated alley as described above will be bound in ownership to the owner of Lot 19, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas, until such time as either all or a portion of the vacated alley is conveyed to the owner(s) of either Lot 17 and/or 18, Block 8, East Boulevard Addition.
  
2. This covenant is binding on the owners, there successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the undersigned has executed this Declaration on the day and year first above written.

Douglas Partners, LLC

W G Enterprises, LLC

By:   
Name: Christian Ablah, Member  
Title: Member

By:   
Name: William G. Farha II  
Title: Member

STATE OF KANSAS            )  
  ) SS  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, That on this 18<sup>th</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian Ablah, Member of Douglas Partners, LLC and William G. Farha, II, Member of W G Enterprises, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

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

Kathleen M. Davis  
Notary Public

My Commission Expires: Sept. 26, 2015



**RESTRICTIVE COVENANT**

THIS DECLARATION is hereby made this 23 day of January, 2013, by the undersigned.

WITNESSETH:

WHEREAS, the undersigned previously petitioned the City of Wichita, Sedgwick County, Kansas, to vacate an alley located in East Boulevard Addition to Wichita, Sedgwick County, Kansas, that was previously dedicated and recorded with the Sedgwick County Register of Deeds at Deed Record 521, Page 209; and

WHEREAS, a condition of approval by the City of Wichita for vacating the alley is to bind the ownership of the vacated alley with the adjacent land; and

WHEREAS, the vacated alley can be described as:

The north twenty (20) feet of Lot 20, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas

NOW, THEREFORE, the undersigned does hereby declare and covenant the following:

1. The vacated alley as described above will be bound in ownership to the owner of Lot 20, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas, until such time as either all or a portion of the vacated alley is conveyed to the owner of Lot 18, Block 8, East Boulevard Addition.
2. This covenant is binding on the owners, there successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

IN TESTIMONY WHEREOF, the undersigned has executed this Declaration on the day and year first above written.

Citizens Bank of Kansas, NA

By: 

Name: Ben Drouhard

Title: Branch President

STATE OF KANSAS )  
 ) SS  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Benjamin Prashard, \_\_\_\_\_, \_\_\_\_\_, personally known to me and he/she has executed this instrument of writing on the date above first written.

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

Lynne Meryl Warren  
Notary Public - State of Kansas  
My Appt. Expires 8/13/2016

Lynne Meryl Warren  
Notary Public

My Commission Expires: 8/13/2016

**UTILITY EASEMENT**

THIS INDENTURE MADE THIS 23 day of January, 2013, between Citizens Bank of Kansas, NA ("Grantor"), and the City of Wichita ("Grantee"), a municipal corporation.

WITNESSETH:

Grantor in consideration of the sum of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee a utility easement over and across the following described real estate situated in Sedgwick County, Kansas, to-wit:

The north twenty (20) feet of Lot 20, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas

to be used for the construction, installation, maintenance, operation and repair of public utilities, giving unto Grantee, its officers, agents employees, and other necessary personnel, the right of ingress and egress thereto and therefrom and the right to take thereon and remove therefrom all necessary tools, machinery, appurtenances, material and personnel used in the construction, installation, maintenance, operation, and repair of said utilities.

IT IS AGREED AND UNDERSTOOD between the parties that Grantor retains the fee title to said real estate and may have the use of the surface thereof when the same does not conflict or interfere with the right and privilege granted to Grantee herein and that this grant is binding upon and extends to the successors and assignees of Grantor.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers and the corporate seal affixed hereto, all on the day and year first above written.

Citizens Bank of Kansas, NA

By: 

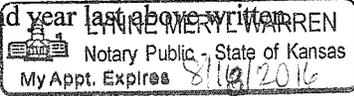
Name: Ben Drouhard

Title: Branch President

STATE OF KANSAS )  
 ) SS  
COUNTY OF SEDGWICK )

BE IT REMEMBERED, That on this 23<sup>rd</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Benjamin Drouhard,  
of Citizens Bank of Kansas, NA personally known to me and he/she has executed this instrument of writing on the date above first written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written



Laine Mery Warren  
Notary Public

My Commission Expires: 8/13/2016

**UTILITY EASEMENT**

THIS INDENTURE MADE THIS 18<sup>th</sup> day of January, 2013, between Douglas Partners, LLC and WG Enterprises, LLC ("Grantor"), and the City of Wichita ("Grantee"), a municipal corporation.

WITNESSETH:

Grantor in consideration of the sum of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee a utility easement over and across the following described real estate situated in Sedgwick County, Kansas, to-wit:

The south ten (10) feet of the vacated alley adjacent on the north to Lot 19 along with the vacated alley on the east, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas

to be used for the construction, installation, maintenance, operation and repair of public utilities, giving unto Grantee, its officers, agents employees, and other necessary personnel, the right of ingress and egress thereto and therefrom and the right to take thereon and remove therefrom all necessary tools, machinery, appurtenances, material and personnel used in the construction, installation, maintenance, operation, and repair of said utilities.

IT IS AGREED AND UNDERSTOOD between the parties that Grantor retains the fee title to said real estate and may have the use of the surface thereof when the same does not conflict or interfere with the right and privilege granted to Grantee herein and that this grant is binding upon and extends to the successors and assignees of Grantor.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers and the corporate seal affixed hereto, all on the day and year first above written.

Douglas Partners, LLC

By:   
Name: Christian Ablah  
Title: Member

W. G. Enterprises, LLC

By:   
Name: William G. Farha, II  
Title: Member

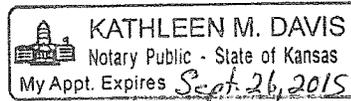
STATE OF KANSAS            )  
  ) SS  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, That on this 18<sup>th</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian Ablah, member of Douglas Partners, LLC and William G. Farha II, Member of W G Enterprises, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

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

Kathleen M Davis  
Notary Public

My Commission Expires: Sept. 26, 2015



**UTILITY EASEMENT**

THIS INDENTURE MADE THIS 18<sup>th</sup> day of January, 2013, between Douglas Partners, LLC and W G Enterprises, LLC, ("Grantor"), and the City of Wichita ("Grantee"), a municipal corporation.

WITNESSETH:

Grantor in consideration of the sum of \$1.00 and other valuable considerations, the receipt of which is hereby acknowledged, does hereby grant and convey unto Grantee a utility easement over and across the following described real estate situated in Sedgwick County, Kansas, to-wit:

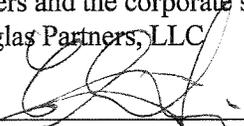
The north ten (10) feet of the vacated alley adjacent on the south to Lot 17, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas

to be used for the construction, installation, maintenance, operation and repair of public utilities, giving unto Grantee, its officers, agents employees, and other necessary personnel, the right of ingress and egress thereto and therefrom and the right to take thereon and remove therefrom all necessary tools, machinery, appurtenances, material and personnel used in the construction, installation, maintenance, operation, and repair of said utilities.

IT IS AGREED AND UNDERSTOOD between the parties that Grantor retains the fee title to said real estate and may have the use of the surface thereof when the same does not conflict or interfere with the right and privilege granted to Grantee herein and that this grant is binding upon and extends to the successors and assignees of Grantor.

IN WITNESS WHEREOF, Grantor has caused this indenture to be signed by its duly authorized officers and the corporate seal affixed hereto, all on the day and year first above written.

Douglas Partners, LLC

By:   
Name: Christian Ablah  
Title: Member

W. G. Enterprises, LLC

By:   
Name: William G. Farha, II  
Title: Member

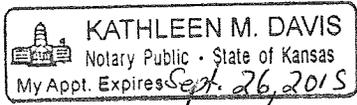
STATE OF KANSAS            )  
  ) SS  
COUNTY OF SEDGWICK    )

BE IT REMEMBERED, That on this 18<sup>th</sup> day of January, 2013, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Christian Ablah, Member of Douglas Partners, LLC and William G. Farha, II, Member of W G Enterprises, LLC personally known to me and he/she has executed this instrument of writing on the date above first written.

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

Kathleen M. Davis  
Notary Public

My Commission Expires: Sept. 26, 2015



**BEFORE THE CITY COUNCIL OF THE  
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A )  
PLATTED ALLEY AND AN ALLEY )  
DEDICATED BY SEPARATE INSTRUMENT )  
 )  
GENERALLY LOCATED )  
BETWEEN OLIVER AND GLENDALE AVENUES )  
NORTH OF DOUGLAS AVENUE )  
 )  
 )  
 )  
**MORE FULLY DESCRIBED BELOW** )**

**Case No. VAC2012-00044**

**VACATION ORDER**

NOW on this day of February 12, 2013, comes on for hearing the petition for vacation filed by W.G. Enterprises, LLC, c/o W.G. Farha, Douglas Partners, LLC, c/o Christian Ablah & Citizens Bank of Kansas, c/o Bob Drouhard (owners abutting subject alleys), praying for the vacation of the following described platted alley and an alley dedicated by separate instrument (Deed Record 521, Page 209), to-wit:

The north twenty (20) feet of Lot 20, Block 8, Glendale Avenue, East Boulevard Addition to Wichita, Sedgwick County, Kansas, previously dedicated to the public as an alley and recorded with the Sedgwick County Register of Deeds at Deed Record 521, Page 209; ALONG WITH the twenty (20) foot east-west alley as platted in Block 8, Glendale Avenue, East Boulevard 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 December 20, 2013, 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 above-described platted alley and the alley dedicated by separate instrument and the public will suffer no loss or inconvenience thereby.

3. Three utility easements dedicated by separate instrument and three restrictive covenants will be recorded with the Vacation Order at the Sedgwick County Register of Deeds.

4. 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 and the alley dedicated by separate instrument should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 12<sup>th</sup> day of February, 2013, ordered that the above-described platted alley and the alley dedicated by separate instrument are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to Form:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

City of Wichita  
City Council Meeting  
February 12, 2013

**TO:** Wichita Housing Authority Board

**SUBJECT:** Section 8 Management Assessment Program (SEMAP) Certification

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority (Consent)

---

**Recommendation:** Approve submission of the 2012 Section 8 Management Assessment Program (SEMAP) certification and authorize the necessary signatures.

**Background:** On October 6, 1998, the U.S. Department of Housing and Urban Development (HUD) issued final rules for the Section 8 Management Assessment Program (SEMAP), a system designed for Public Housing Authorities (PHAs) managing Section 8 Housing Choice Voucher programs to self-assess performance, efficiency and compliance on an annual basis.

**Analysis:** PHAs are required to complete the self-assessment utilizing 14 specific indicators, and submit certified results to HUD within 60 days of fiscal year end. The Wichita Housing Authority's fiscal year ended on December 31, 2012; the self-assessment and certification must be submitted to HUD by no later than February 28, 2013.

Following is a list of the SEMAP indicators:

1. Selection from the Waiting List (15 points): The PHA has a written policy for the selection of applicants and follows these policies when selecting applicants from the waiting list.
2. Reasonable Rent (20 points): The PHA has implemented written methods to determine reasonable rents.
3. Determination of Adjusted Income (20 points): The PHA correctly determines adjusted annual income.
4. Utility Allowance Schedule (5 points): The PHA maintains up-to-date utility allowance schedules.
5. Housing Quality Standard (HQS) Quality Control Inspections (5 points): A PHA supervisor reinspects a sample of units for quality control purposes.
6. HQS Enforcement (10 points): HQS inspection deficiencies are corrected in a timely manner.
7. Expanding Housing Opportunities (5 points): The PHA has adopted and implemented a written policy to encourage participation in areas outside poverty or minority concentrations.
8. Fair Market Rent limit and Payment Standards (5 points): Gross rents for 98% of new units leased are applicable and reasonable.

9. Annual Reexaminations (10 points): The PHA completes an annual reexamination for each tenant, as required.
10. Correct Tenant Rent Calculations (5 points): The PHA correctly calculates tenant rents.
11. Pre-Contract HQS Inspections (5 points): Newly leased units pass HQS before the beginning date of the lease.
12. Annual HQS Inspections (10 points): The PHA inspects each unit under contract on an annual basis, in a timely manner.
13. Lease up (20 points): The PHA enters into assistance contracts for the number of units under budget for at least one year. The standard is 98%.
14. Family Self-Sufficiency Enrollment and Escrow Accounts (10 points): Measures the percentage of required families enrolled in FSS program and the percentage having escrow accounts. The standards are 80% and 30%, respectively.

The total number of points to be awarded is 145. Five bonus points are available to PHAs that are not achieving certain de-concentration goals during the year. The Wichita Housing Authority continues to meet de-concentration goals.

A PHA with a SEMAP score of at least 90% is rated “High Performer” and a PHA with a SEMAP score of 60-80% is rated “Standard Performer”. A PHA with a SEMAP score of less than 60% is rated “Troubled”, and is subject to an onsite review by HUD and is required to develop a corrective action plan.

Based on the self-assessment, the Wichita Housing Authority’s Section 8 Housing Choice Voucher program will be rated “Standard Performer” for fiscal year 2012.

**Financial Considerations:** None.

**Legal Considerations:** The Law Department has reviewed the SEMAP certification document and approved it as to form.

**Recommended Action:** It is recommended that the Wichita Housing Authority Board approve submission of the 2012 Section 8 Management Assessment Program (SEMAP) certification and authorize the necessary signatures.

**Attachment:** SEMAP Certification.

# Section 8 Management Assessment Program (SEMAP) Certification

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0215  
(exp. 9/30/2013)

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

**Instructions** Respond to this certification form using the PHA's actual data for the fiscal year just ended.

PHA Name	For PHA FY Ending (mm/dd/yyyy)	Submission Date (mm/dd/yyyy)
Wichita Housing Authority	12/31/2012	02/12/2013

Check here if the PHA expends less than \$300,000 a year in Federal awards

Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification for these indicators.

## Performance Indicators

- Selection from the Waiting List. (24 CFR 982.54(d)(1) and 982.204(a))

(a) The PHA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response    Yes     No

(b) The PHA's quality control samples of applicants reaching the top of the waiting list and of admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response    Yes     No
- Reasonable Rent. (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

(a) The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units, and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response    Yes     No

(b) The PHA's quality control sample of tenant files for which a determination of reasonable rent was required shows that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response     At least 98% of units sampled     80 to 97% of units sampled     Less than 80% of units sampled
- Determination of Adjusted Income. (24 CFR part 5, subpart F and 24 CFR 982.516)

The PHA's quality control sample of tenant files shows that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response     At least 90% of files sampled     80 to 89% of files sampled     Less than 80% of files sampled
- Utility Allowance Schedule. (24 CFR 982.517)

The PHA maintains an up-to-date utility allowance schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.

PHA Response    Yes     No
- HQS Quality Control Inspections. (24 CFR 982.405(b))

A PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of a cross section of inspectors.

PHA Response    Yes     No
- HQS Enforcement. (24 CFR 982.404)

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response     At least 98% of cases sampled     Less than 98% of cases sampled

7. Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)).

**Applies only to PHAs with jurisdiction in metropolitan FMR areas.**

Check here if not applicable

(a) The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response Yes  No

(b) The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response Yes  No

(c) The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response Yes  No

(d) The PHA's information packet for voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response Yes  No

(e) The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response Yes  No

(f) The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response Yes  No

8. Payment Standards. The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response Yes  No

Enter current FMRs and payment standards (PS)

0-BR FMR <u>428</u>	1-BR FMR <u>529</u>	2-BR FMR <u>704</u>	3-BR FMR <u>971</u>	4-BR FMR <u>1070</u>
PS <u>446</u>	PS <u>581</u>	PS <u>774</u>	PS <u>1068</u>	PS <u>1070</u>

**If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, attach similar FMR and payment standard comparisons for each FMR area and designated area.**

9. Annual Reexaminations. The PHA completes a reexamination for each participating family at least every 12 months. (24 CFR 982.516)

PHA Response Yes  No

10. Correct Tenant Rent Calculations. The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program. (24 CFR 982, Subpart K)

PHA Response Yes  No

11. Precontract HQS Inspections. Each newly leased unit passed HQS inspection before the beginning date of the assisted lease and HAP contract. (24 CFR 982.305)

PHA Response Yes  No

12. Annual HQS Inspections. The PHA inspects each unit under contract at least annually. (24 CFR 982.405(a))

PHA Response Yes  No

13. Lease-Up. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year.

PHA Response Yes  No

14a. Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. (24 CFR 984.105)

**Applies only to PHAs required to administer an FSS program.**

Check here if not applicable

PHA Response

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

77

or, Number of mandatory FSS slots under HUD-approved exception

b. Number of FSS families currently enrolled

165

c. Portability: If you are the **initial** PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

1

Percent of FSS slots filled (b + c divided by a)

100.00

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

**Applies only to PHAs required to administer an FSS program.**

Check here if not applicable

PHA Response Yes  No

1

Portability: If you are the **initial** PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

**Deconcentration Bonus Indicator** (Optional and only for PHAs with jurisdiction in metropolitan FMR areas).

The PHA is submitting with this certification data which show that:

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY;
- or
- (3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FYs is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

PHA Response Yes  No  If yes, attach completed deconcentration bonus indicator addendum.

I hereby certify that, to the best of my knowledge, the above responses under the Section 8 Management Assessment Program (SEMAP) are true and accurate for the PHA fiscal year indicated above. I also certify that, to my present knowledge, there is not evidence to indicate seriously deficient performance that casts doubt on the PHA's capacity to administer Section 8 rental assistance in accordance with Federal law and regulations.

**Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Executive Director, signature

Chairperson, Board of Commissioners, signature

Date (mm/dd/yyyy) \_\_\_\_\_

Date (mm/dd/yyyy) \_\_\_\_\_

The PHA may include with its SEMAP certification any information bearing on the accuracy or completeness of the information used by the PHA in providing its certification.

# SEMAP Certification - Addendum for Reporting Data for Deconcentration Bonus Indicator

Date (mm/dd/yyyy) \_\_\_\_\_

PHA Name \_\_\_\_\_

Principal Operating Area of PHA \_\_\_\_\_  
(The geographic entity for which the Census tabulates data)

**Special Instructions for State or regional PHAs** Complete a copy of this addendum for each metropolitan area or portion of a metropolitan area (i.e., principal operating areas) where the PHA has assisted 20 or more Section 8 families with children in the last completed PHA FY. HUD will rate the areas separately and the separate ratings will then be weighted by the number of assisted families with children in each area and averaged to determine bonus points.

1990 Census Poverty Rate of Principal Operating Area \_\_\_\_\_

## Criteria to Obtain Deconcentration Indicator Bonus Points

To qualify for bonus points, a PHA must complete the requested information and answer yes for only one of the 3 criteria below. However, State and regional PHAs must always complete line 1) b for each metropolitan principal operating area.

- 1) \_\_\_\_\_ a. Number of Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY who live in low poverty census tracts. A low poverty census tract is a tract with a poverty rate at or below the overall poverty rate for the principal operating area of the PHA, or at or below 10% whichever is greater.
- \_\_\_\_\_ b. Total Section 8 families with children assisted by the PHA in its principal operating area at the end of the last PHA FY.
- \_\_\_\_\_ c. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last PHA FY (line a divided by line b).

Is line c 50% or more? Yes  No

- 2) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last completed PHA FY.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last completed PHA FY.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts during the last PHA fiscal year (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes  No

- 3) \_\_\_\_\_ a. Percent of all Section 8 families with children residing in low poverty census tracts in the PHA's principal operating area at the end of the second to last completed PHA FY.
- \_\_\_\_\_ b. Number of Section 8 families with children who moved to low poverty census tracts during the last two completed PHA FYs.
- \_\_\_\_\_ c. Number of Section 8 families with children who moved during the last two completed PHA FYs.
- \_\_\_\_\_ d. Percent of all Section 8 mover families with children who moved to low poverty census tracts over the last two completed PHA FYs (line b divided by line c).

Is line d at least two percentage points higher than line a? Yes  No

If one of the 3 criteria above is met, the PHA may be eligible for 5 bonus points.

See instructions above concerning bonus points for State and regional PHAs.

**City of Wichita  
City Council Meeting  
February 12, 2013**

**TO:** Wichita Airport Authority

**SUBJECT:** Terminal Building and Parking Garage  
Natural Gas Main and Service Line Installation  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the proposal.

**Background:** In 2007, a segment of the Airport’s natural gas main near the existing terminal was removed from service due to leaks in the pipe. Removing this segment of the main from service eliminated the redundancy of a “looped” system that allowed natural gas to be fed from two directions. The plan has been to install new pipe to replace the segment that was taken out of service in order to re-establish the looped system at the time the new terminal and parking garage projects were under construction. This timing will ensure that the natural gas main would not be installed in a location that would be a conflict. The locations of the parking garage and new terminal are now set and it is time to install the new segment of natural gas main before the garage project construction begins. The Kansas Gas Service company (KGS) is the sole source vendor for this work.

**Analysis:** KGS has provided a cost estimate proposal for the work; however, due to the complexity of the installation, a contingency has been established to include the Airport providing survey staking and to address unforeseen site conditions.

**Financial Considerations:** The costs will be funded with Airport revenues either directly or through the repayment of General Obligation bonds. The \$195,000 estimated cost is within the approved budgets for the new terminal and parking programs.

<u>Amount</u>	<u>Description</u>	<u>WAA Approval Date</u>
\$158,002	Natural Gas Main and Terminal Service Line	2-13-2013
10,866	Parking Facility Service Line	2-13-2013
<u>26,132</u>	Contingency and Staking	2-13-2013
\$195,000	Total Estimated Cost	

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

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the proposal and authorize the necessary signatures.

**Attachments:** KGS Proposal.



January 28, 2013  
Mr. John Oswald  
Wichita Airport Authority

- P R O P O S A L -

Kansas Gas Service proposes to install a new gas main and service lines at the request of the Wichita Airport Authority to serve the new Terminal Building, Parking Garage and Toll Booth building.

The gas main will be constructed of 6" MDPE plastic pipe estimated to be 1,705' in length. The estimated cost for this project is \$150,177.00. The estimated time to complete the project is 4-6 weeks in duration.

The new Terminal Building will require a 4" MDPE plastic service line estimated to be 240' in length. The estimated cost for the service line is \$7,825.00. Due to the technical difficulties expected in installing the new service line, it is estimated that 3-5 days will be required.

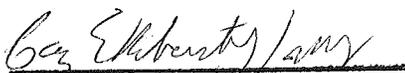
The new Parking Garage will require a 2" MDPE plastic service line estimated to be 475' in length. The estimated cost for the service line is \$9,486.00. The estimated time to complete the service line is 3 days.

The service line for the Toll Booth building is expected to be a 3/4" MDPE plastic gas line. The exact route for the new service to the Toll Booth has not been determined. The building could be served from the existing gas main in front of the Control Tower building or from the new 6" plastic gas main. The estimated cost for a 100' long service line is \$1,380.00.

Kansas Gas Service, the Company, will construct the new gas main and service lines following procedures and standards filed by the Company with the Kansas Corporation Commission. All work performed on behalf of the Wichita Airport Authority will be accomplished by the Company or a designated certified firm working under the Company's supervision. The new gas main will be pressure tested with compressed air at a pressure of at least 100 psig for a minimum of 24 hours. A test pressure recording device will be utilized to record and create a permanent record of the test results. The service lines will be individually tested with at least 100 psig of compressed air. The results of the pressure test will be recorded on the service line record created at the time of construction and be a permanent part of the Company's records.

Warranty for this project is implied in the Terms of Service and Conditions set forth by the Kansas Corporation Commission. Kansas Gas Service abides to these terms for all of our customers.

Approved as to form this 1-28-13

  
Director of Law

KANSAS GAS SERVICE  
1021 E. 26th St. N., Wichita, KS 67219-4308  
316-832-3101, Fax 316-831-5696  
www.kansasgasservice.com

**City of Wichita  
City Council Meeting  
February 12, 2013**

**TO:** Wichita Airport Authority

**SUBJECT:** Air Capital Terminal 3 (ACT 3)  
Supplemental Agreement No. 19, Baggage Handling System Design Services  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the supplemental agreement.

**Background:** The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP). In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added, with some being funded from budget sources separate from the main ACT 3 program. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

**Analysis:** A supplemental agreement has been developed for services to provide changes to the contract documents to upgrade the Baggage Handling System (BHS) screening system to comply with the current Transportation Security Administration (TSA) requirements as defined in TSA’s Planning Guidelines and Design Standards (PGDS) Version 4.1. The current design was completed several years ago in compliance with the then-current design standards; however, the TSA has subsequently changed its standards and will require compliance. The changes will be based on the analysis provided in the PGDS 4.1 Compatibility Report dated November 28, 2012. These supplemental services include changes to other building systems and components affected by the required changes to the BHS.

**Financial Considerations:** The cost of the additional services with HNTB is a not-to-exceed amount of \$101,691. The current approved program budget includes funds to cover this expense within an existing TSA grant. This program is funded with Airport Improvement Program grants, TSA grants, Passenger Facility Charge collections, and Airport revenues, either directly or through the repayment of General Obligation bonds. The following table depicts the original contract with HNTB and the supplemental agreements through No. 19:

	<u>Amount</u>	<u>Description</u>	<u>Date</u>
Contract	\$12,660,000	ACT 3 Base Design Contract	6/18/2006
SA No. 1	128,709	North Shuttle Lot, Construction Related Services (CRS)	2/7/2008
SA No. 2	311,767	Apron Phase I, Resident Engineering	8/5/2008
SA No. 3	53,137	Customs Federal Inspection Facilities Design	9/23/2008
SA No. 4	43,594	North Shuttle Lot, Additional Construction Related Services	1/27/2009
SA No. 5	74,369	Interim Customs Construction Related Services	5/12/2009

SA No. 6	42,414	East Data Center Design, Bid & C.A. Services	6/9/2009
SA No. 7	374,018	Apron Phase II, Construction Related Services	7/7/2009
SA No. 8	500,969	Landside Utilities, Phase I, Construction Related Services	7/7/2009
SA No. 9	13,537	East Data Center Emergency Generator Design & CRS	11/24/2009
SA No. 10	-283,237	ACT3 Design Contract Amendments	12/1/2009
SA No. 11	89,739	East Data Center CRS	11/2/2010
SA No. 12	98,043	CCTV System Upgrade Design, Bid & CA Services	10/26/2010
SA No. 13	99,193	Apron Trench Drain Construction Related Services	10/26/2010
SA No. 14	19,406	Stormwater Study, Sidewalk & Floor	5/3/2011
SA No. 15	86,471	Additional CRS for Landside Utilities	9/20/2011
SA No. 16	1,272,976	ACT 3 Amendments	11/15/2011
SA No. 17	320,207	Apron Phase III, Design and Bid Services	11/20/2012
SA No. 18	456,991	Terminal Communication Systems, Design, Bid, & CA Services	12/18/2012
SA No. 19	101,691	BHS & Related Changes to Documents for PGDS 4.1	2/12/2013
	<u>\$16,463,994</u>	Total Contract	

**Legal Considerations:** The Law Department has approved the supplemental agreement as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** HNTB Supplemental Agreement No. 19.

SUPPLEMENTAL AGREEMENT NO. 19

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

WHEREAS, ARTICLE IV, B. of the referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 18, is hereby amended to include the services described in Exhibit SA19-A.

II. TIME OF SERVICES

- A. CONSULTANT shall commence work on services included in Exhibit SA-19-A upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is anticipated to be as follows:

- 1. Preliminary design of reconfigured conveyors and room layouts. (by Logplan and HNTB) 2 weeks after ATP
- 2. Approval of new configuration (by TSA and WAA) 2 weeks
- 3. Revised design of reconfigured conveyors and room layouts. (by Logplan and HNTB) 2 weeks
- 4. Final approval of new configuration. 2 weeks
- 5. Revised CD's for underground scope. 2 weeks

- 6. Revised CD's for remaining scope. 2 weeks after underground
- 7. Contractor coordination and construction phases. As required by construction schedule

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

- A. Payment to the CONSULTANT for the performance of the professional services required by this Supplemental Agreement shall be made on the basis of the total lump sum amount of \$101,691. The total payments to CONSULTANT for services required by this Supplemental Agreement shall not exceed \$101,691.

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-18 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By: \_\_\_\_\_  
Victor White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

ATTEST:

HNTB CORPORATION  
715 KIRK DRIVE  
KANSAS CITY, MO 64105

By: [Signature]  
Title: Senior Project Manager

By: [Signature]  
Title: ACE PRESIDENT

**ATTACHMENTS:**

- Exhibit SA19-A - Scope of Services – ASP 39**
- Exhibit SA19-B - PGDS 4.1 Compatibility report dated November 28,**
- Exhibit SA19-C - Fee Summary for ASP 39, with supporting documents**

**SCOPE OF SERVICES – ASP 39 – BHS & Related Changes to Documents for PGDS 4.1**

This proposal is for services to provide changes to the contract documents to upgrade the Baggage Handling System (BHS) screening system in to comply with the current TSA requirements as defined in TSA's Planning Guidelines and Design Standards (PGDS) 4.1. The changes will be based on the analysis provided in the PGDS 4.1 Compatibility report dated November 28, 2012 (Exhibit SA19-B). This proposal includes changes to other building system and components required by the changes to the BHS.

**Scope of Services**

The services include:

1. Design changes to baggage handling system required to upgrade current system design to meet the requirements of PGDS 4.1.
2. Revise and reissue construction drawings and specifications to incorporate the PGDS 4.1 requirements. Disciplines impacted include baggage handling, architecture, structural, MEP, communications and security, building code and fire protection, paging (background only) and signage. It is assumed that baggage handling and architecture design revisions would be issued as two reviews phases and one final construction document step. It is assumed that disciplines other than baggage handling and architecture would be issued only as the final documents, with no interim reviews.
3. Provide coordination of and response to TSA design reviews.
4. Cost estimating related to these changes. Estimates are limited to one preliminary estimate and two updates related to subsequent design submissions.
5. Provide additional pre-testing support of baggage handling system to comply with PGDS 4.1.

The services do not include:

1. Support for issuing revisions for rebidding.

# **PGDS 4.1 Compatibility Report**

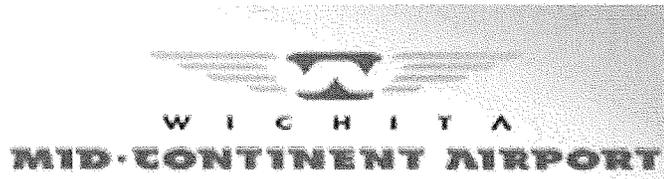
Submitted to:

**HNTB**

For:

**Wichita**

**Mid-Continent Airport**



**BHS Comparison to PGDS 4.1**

November 28, 2012

Prepared By:  
Logplan LLC  
5750 DTC Parkway  
Suite 180  
Denver, CO 80111 USA  
303-694-1112  
[www.logplan.com](http://www.logplan.com)

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## 1. Executive Summary

Planning for the Air Capital Terminal 3 (ACT3) began with the Master Plan update starting in 2001 and culminated with the issuance of the Terminal Area Plan in 2004. Subsequent to the master plan update the Wichita Airport Authority with the endorsement by City Council decided to move forward in October of 2004 with a new facility to replace the existing Terminal originally constructed in 1954. Design efforts got underway in September of 2006 and the Schematic Design Phase was completed and presented to City Council in a Workshop in July of 2007. The City Council approved the Schematic Design and voted unanimously to proceed into the Design Phase in August of 2007.

The initial design (70%) of the baggage screening system was completed on September 2007, at this time the TSA was evaluating baggage screening systems on a case by case basis with no PGDS compatibility requirement. In October 2007 the TSA released the first Planning Guidelines and Design Standards (PDGS v1.0). The design was evaluated by the TSA, comments issued and responded to, and TSA entered into an Other Transaction Agreement (OTA) with the Wichita Mid-continent airport in 2009 based upon the design issued to TSA. Subsequent to the original PGDS release the TSA has released additional versions of the PGDS which is now at PGDS v4.1 which was released on November of 2011. The latest version of the PGDS (v4.1) specifies the BHS design and how the Checked Baggage Reconciliation Area (CBRA) of the Baggage Handling System (BHS) shall be designed and operate.

This report compares the existing BHS design completed in 2007 with the latest PGDS 4.1 issued by the TSA. Design differences are identified and classified based on the significance to the design impact into low, medium and heavy. Detailed design changes, associated costs, and schedule impact have not been analyzed in this report.

## 2. Introduction

The analysis for this report was conducted in three parts:

- Part one describes PGDS v4.1 additions to the original PGDS.
- Part two describes changes required to the current contract specification 34 77 16 for PGDS v4.1 compliance.
- Part three describes changes to the existing design and layout drawings to meet the PGDS v4.1 standards.

### 3. TSA PGDS 4.1 – Impact Analysis

\*Note: PGDS reference for the following tables is in reference to PGDS v4.1 Dated September 15, 2011.

Table 1: Part 1 PGDS v4.1 Analysis

No.	Item	Category	Description of Impact	Classification
1	PGDS Section 1	Document overview	No changes or additions	None
2	PGDS 2.1.5	Design process and approval	Project Coordination with TSA requires additional steps during the design phase and approval process.	Low
3	PGDS 2.2	Project phasing – Testing requirements	Changes to and additions to the project phasing require additional testing requirements of Pre-ISAT, TRR, 30 day post-opening run in evaluation, and Operational analysis reporting deliverables to TSA.	Medium
4	PGDS 2.2.6	Project closeout	Additional deliverables required by TSA prior to closeout include disaster recovery plan (PLC and high level controls), contingency plans, and evacuation access plan.	Low
5	PGDS 2.2.7	Operations Training	Additional requirement to provide SSI training to Owner and TSA on BHS reports, video tape all training sessions and submit to TSA.	Low
6	PGDS Section 3	Screening process and CBIS Types	No changes or additions from this section	None
7	PGDS Section 4	Development and evaluation of alternatives	New design process and approval processes creates a minor impact for design changes of existing BHS.	Low
8	PGDS Section 5	Methodology to determine baggage screening demand	New design process and approval process creates a minor impact for design changes of existing BHS.	Low
9	PGDS 6.1.4	Methodology to determine baggage screening equipment requirements.	New design process and approval process creates a minor impact possible for increased capacity of new generation EDS machines.	Low
10	PGDS 7.2	Design best practices and standards	Design changes to existing layout are required for improved tracking of bags to CBRA, CBRA conveyor layout, and removal of purge line.	Heavy

No.	Item	Category	Description of Impact	Classification
11	PGDS 7.2.1.2	Tail-to-head bag spacing requirement	Control system modifications require changes to specification for new requirement of minimum bag spacing regardless of EDS type	Low
12	PGDS 7.2.12	BHS Displays at CBRA	Computer hardware and control system modifications requires additional BHS monitors and BHS functions required for displays at Baggage Removal points and baggage inspection tables within the CBRA. 2 for each station.	Medium
13	PGDS 7.2.13.2	CBIS layout best practices, reinsertion line standards	Design changes are required so re-insertion of bags from CBRA is accomplished by pass through of conveyors, no lifting of bags.	Medium
14	PGDS 7.2.14.2	Reporting details standard	Control system modifications for bag data collection are required for reporting requirements of the 4.1 PGDS.	Medium
15	PGDS Section 8	Life Cycle Costs Analysis	New requirement by TSA to provide a detailed report on cost of ownership of BHS. This report is new and was not previously required. The intent is to insure the owners understanding of the associated costs of the equipment over the next 5-10 years.	Low
16	PGDS Section 9	Checked bag resolution area standards	Design changes are required for pass through re-insert of bags. Additional functions such as sliding tables, lift assistance devices, and swivel ETD stands are required for no lift ergonomics for TSA. OSR bag route design changes required as stated above in section 7.2, additional software and BHS/EDS integration required for added BAIT functions. Control system and software modifications will also be required.	Heavy
17	PGDS Section 10	On screen resolution area standards	Additional design changes in terms of space, amenities, layout, windows, BHS monitors, etc. will be required to be added per section 10.	Medium

Table 2: Part 2 Specification Changes for v4.1 Analysis

No.	Item	Category	Description of Impact	Classification
18	Spec - 1.2	Overview	Update of BHS specification, add PGDS 4.1 to description. Currently the BHS was designed in terms of function and controls so that if tracking of bags post EDS was lost the BHS could recover the bag in CBRA area using a hand held scanner to scan the bag tag and query the BHS on the bags disposition. The PGDS 4.1 CBRA requires all bags to be tracked from EDS exit to CBRA, display the information on a screen at the bag inspection table as the bag travels in CBRA, and automatically update the EDS search screen with the bag once the TSA agent selects the bag for inspection. The following items in the specification require changes to meet the PGDS requirements.	Low
19	Spec - 1.9.A.2.a	Contractor qualifications	Update of BHS specification, add PGDS 4.1 systems integration to the description to insure the BHS contractor is familiar with the PGDS 4.1 functions and testing requirements.	Medium
20	Spec – 1.10.A	Performance	Update of BHS specification, add test and completed certification from TSA. This requirement insures the BHS contractors work is not completed until the BHS passes all required testing in the PGDS and is certified by TSA.	Low
21	Spec – 1.11.E.4.b	Material flow diagram	Update of BHS specification, update material flow diagram provided in the spec to reflect new design and CBRA functions.	Low
22	Spec – 1.14.A	Design requirements	Update of BHS specification to add additional mechanical CBRA equipment to specification. The addition of monitors, printers, sliding tables, addition of re-insert, etc. that were not previously a requirement.	Medium

No.	Item	Category	Description of Impact	Classification
23	Spec – 1.14.B	Design requirements	Update of BHS specification, add electrical CBRA components and specific functions and integration requirements to specification to meet PGDS 4.1.	Low
24	Spec – 1.18.A	Description of operation electrical	Update of BHS specification, rewrite this section to reflect the additions of reporting, station functions for BIT, BAIT, and BRP positions of the CBRA to meet PGDS 4.1 function and updated design.	Medium
25	Spec – 1.18.B	Description of operation controls	Update of BHS specification includes a rewrite of the description of operation for the controls within the CBRA area. Additional workstations and a complete change in the operation is required to meet PGDS 4.1 CBRA.	Medium
26	Spec – 1.18.E	Description of operation bag tracking	Update of BHS specification to reflect best practices tracking requirements, add tail to head gapping, remove hand scanner, add CBRA displays, BHS/EDS integration of serial communications and additional reporting requirements.	Medium
27	Spec – 1.18.G	CBRA	Update of BHS specification, this section will require a complete rewrite to reflect PGDS 4.1 operation, function, and design layout.	Medium
28	Spec – 1.18.L	Information Reporting	Update of BHS specification, rewrite to detail the required PGDS 4.1 data and collection and reporting requirements with additions of 5 new reports and changes to existing reports due to layout.	Medium
29	Spec – 1.19	Testing Methodology	Update of BHS specification, rewrite to incorporate PGDS 4.1 submittals, design requirements, training, and testing. There have been significant additions to testing that require about 3 times more testing than previously anticipated.	Medium

No.	Item	Category	Description of Impact	Classification
30	Spec – 1.20	Submittals	Update of BHS specification, rewrite to incorporate PGDS 4.1 submittals, design requirements, training, and testing. If design review is required due to layout changes there will be a significant amount of submittals, design review documents and testing required by the contractors.	Medium
31	Spec – 2.3.A	Components Mechanical	Update of BHS specification, add CBRA tables and Equipment detail.	Low
32	Spec – 2.3.B	Components Electrical	Update of BHS specification, add CBRA equipment to spec section.	Low
33	Spec – 2.3.C	Components Computers and Peripherals	Update of BHS specification, add CBRA computers and peripherals to spec section	Low
34	Spec – 3.4.B	Acceptance Testing	Update of BHS specification, additional testing requirements per PGDS 4.1 required to be added which adds a significant amount of testing for TRR, Pre ISAT as well as additional durations to schedule.	Low
35	Spec – 3.5	Training	Update of BHS specification, additional training requirements per PGDS 4.1 required to be added to comply with the requirement of taped training classes.	Low
36	Spec – 3.8	Closeout	Update of BHS specification, additional closeout requirements per PGDS 4.1 required to be added	Low

Table 3: Part 3 Drawings and Design Changes to meet PGDS v4.1 Analysis

No.	Item	Category	Description of Impact	Classification
37	BHS Drawing Package	BHS Design Drawings Impacted by design change requirements are: QB111.01, QB121.05, QB121.07, QB321.07, QB400, QB405, QB410, QB700, QB710, QB730, QB900, QB910, QB911.	Design changes are required for pass through re-insertion of bags from CBRA. Additional functions such as sliding tables, lift assistance devices, and swivel ETD stands are required for no lift ergonomics for TSA. OSR bag route design changes are required so bags can positively be tracked to the CBRA area. Conveyor system layout will require redesign from the EDS exit vertisorter to the existing CBRA. The existing CBRA will need to be relocated to allow a flat pass through function for tracking and re-insertion of bags prior to screening lines will be required in the new design to be compliant with PGDS 4.1.	Heavy
38	Architectural Drawing Package	Building Interior rooms for BHS storage	The conveyors and rooms between the screening machines and the service corridor will need to be reconfigured. Preliminary concept is to eliminate the purge conveyor, provide bag resolution and oversize baggage screening at the center (near column line F) and to locate the office, control rooms, etc. adjacent to the service corridor.	Heavy

#### 4. Conclusion

In conclusion the analysis yielded 38 items where changes in the BHS design, function, and specification will be required. Of the 38 items there are:

- 2 items which have no impact,
- 19 items with low impact,
- 13 items with medium impact, and
- 4 items with heavy impact.

The most significant impacts of the change from PGDS 1 .0 to 4.1 are those related to improved tracking of bags, the CBRA layout and removal of the purge line. These changes would require design changes from the EDS exit to the CBRA area. The changes would bring the existing design and function into compliance with current TSA

developed best practices, tracking procedures, design requirements and functional elements in the Checked Bag Resolution Area (CBRA). Logplan has considered the required design changes and are confident the design can be updated within the space currently being provided, as long as some interior wall and wall footing locations can be moved to accommodate the design. It appears likely that the changes would not have a major impact on the layout of elevated building structural and MEP systems.

The other impacts of the change from PGDS 1.0 to 4.1 are primarily related to specific equipment, operational function, performance, reporting and documentation requirements and could more easily be accomplished. Note that there are some interrelationships between all of the items, meaning that it may not be possible to just select specific items to upgrade to PGDS 4.1. Some items are prerequisites that need to be done before others to achieve PGDS 4.1 compliance. One item that may be an issue is item 19, which with the added complexity of the controls and integration work requires a contractor with a high level of BHS controls integration experience to successfully complete the work to TSA certification standards and approval.

**End of Report**

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project  
 Estimated Cost of Consultant's Services  
 HNTB Architecture

1/16/2013

BHS & Related Changes to Documents for PGDS 4.1  
 Additional Services Request No. 39, Rev 1  
 HNTB Project 34912

	<u>Hours</u>	<u>Avg Rate</u>	<u>Cost</u>
<b>1. Direct Salary Costs</b>			
Total Direct Salary Costs	148	\$52.78	\$7,811
<b>2. Labor and General &amp; Administrative Overhead</b>			
Percentage of Direct Salary Costs	148.13%		\$11,571
<b>3. Total Labor Cost - Subtotal of Items 1 and 2</b>			<u>\$19,382</u>
<b>4. Fixed Fee</b>	15.00%		\$2,907
<b>5. Subtotal of Items 3 and 4</b>			<u>\$22,289</u>
<b>6. Direct Non-Salary Expenses</b>			
Transportation and Subsistence		0	
Printing and Deliveries		500	
Other Expenses		0	
Total Direct Non-salary Expenses			\$500
<b>7. Subtotal of Items 5 and 6</b>			<u>\$22,789</u>
<b>8. Subconsultant Costs</b>			
GLMV		2,108	
PEC - MEP		7,657	
Dudley Williams Associates		1,479	
Ross & Baruzzini		5,213	
FSC Inc		3,959	
Coffeen Fricke Associates		379	
Logplan		56,927	
Carol Naughton Associates		1,180	
			78,902
<b>Total Proposed Cost</b>			<u>101,691</u>

HNTB

	Architect- Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.20	37.63	28.34	20.51		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	110.14	104.49	65.64	59.05	44.18	33.27	24.08		
<b>Modify Contract Documents</b>									
Drawing changes			12	2		24		38	1,704
Specification changes				2				2	118
Coordinate consultant drawings			12			30		42	1,786
Estimating, including coordination			12					12	788
Other								0	0
<b>Total Modify Contract Documents</b>								94	4,396
<b>Meetings</b>									
Telephone conferences			8			4		12	658
Other								0	0
<b>Total Meetings</b>								12	658
<b>General</b>									
Proposal preparation			12					12	788
Project management			30					30	1,969
								0	0
								0	0
								0	0
								0	0
<b>Total General</b>								42	2,757
<b>Total Direct Salary Costs</b>		0	86	4	0	58	0	148	7,811
<b>Labor and General &amp; Administrative Overhead</b>								Percentage of Direct Salary Costs 148.13%	11,571
<b>Total Labor Cost</b>									19,382
<b>Fixed Fee</b>								15.00%	2,907
<b>Total Fee</b>									22,289
<b>Travel and Subsistence</b>									0
<b>Printing and Deliveries</b>									500
<b>Other Expenses</b>									0
<b>Estimated Expenses</b>									500
<b>Total Proposed Cost</b>									22,789
<b>Explanation:</b>									

GLMV

	Principal	Project Manager	Senior Architect	Architect	Staff	Tech	Clerical	Total Hours	Fee Estimate
Rates	55.31	36.06	29.67	25.72	22.21	18.99	14.60		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.6	6.5	6.5		
Current Rates	64.94	42.34	34.84	30.20	26.08	22.30	17.02		
<b>Modify Contract Documents</b>									
Drawing changes		4	8					12	448
Specification changes			4					4	139
Other								0	0
Other								0	0
Other								0	0
<b>Total Modify Contract Documents</b>								<b>16</b>	<b>587</b>
<b>Other</b>									
Other								0	0
Other								0	0
<b>Total Other</b>								<b>0</b>	<b>0</b>
<b>Proposal Preparation</b>									
Other		1						1	42
Other								0	0
<b>Total Proposal Preparation</b>								<b>1</b>	<b>42</b>
<b>Total Direct Salary Costs</b>								<b>17</b>	<b>630</b>
<b>Labor and General &amp; Administrative Overhead</b>									
									Percentage of Direct Salary Costs 191.00%
									1,203
<b>Total Labor Cost</b>									<b>1,833</b>
<b>Fixed Fee</b>									15.00%
									275
<b>Total Fee</b>									<b>2,108</b>
<b>Travel and Subsistence</b>									0
<b>Printing and Deliveries</b>									0
<b>Other Expenses</b>									0
<b>Estimated Expenses</b>									0
<b>Total Proposed Cost</b>									<b>2,108</b>
<b>Explanation:</b>									
Other									
Other									
Other									
Other									

PEC (MEP)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Current Rates	45.00	38.75	33.80	25.20	24.60	38.20	0.00		
<b>Modify Contract Documents</b>									
Electrical Drawing Revisions	1	2	10	10	3	3		29	901
Mechanical Drawing Revisions	3	2	10	10	3	3		31	991
Update Base Plans Received from Architect					4	4		8	251
Coordination with TSA Baggage System Plans				6				6	151
Electrical Cost Estimate for Modifications			3					3	101
Plumbing Cost Estimate for Modifications			3					3	101
Mechanical Cost Estimate for Modifications			3					3	101
<b>Total Modify Contract Documents</b>								<b>83</b>	<b>2,598</b>
<b>Other</b>									
Other								0	0
Other								0	0
<b>Total Other</b>								<b>0</b>	<b>0</b>
<b>Proposal Preparation</b>									
Proposal Preparation			2					2	68
Other								0	0
<b>Total Proposal Preparation</b>								<b>2</b>	<b>68</b>
<b>Total Direct Salary Costs</b>								<b>85</b>	<b>2,666</b>
<b>Labor and General &amp; Administrative Overhead</b>									
									Percentage of Direct Salary Costs 149.74%
<b>Total Labor Cost</b>									<b>6,858</b>
<b>Fixed Fee</b>									15.00%
<b>Total Fee</b>									<b>999</b>
<b>Total Proposed Cost</b>									<b>7,657</b>
<b>Travel and Subsistence</b>									<b>0</b>
<b>Printing and Deliveries</b>									<b>0</b>
<b>Other Expenses</b>									<b>0</b>
<b>Estimated Expenses</b>									<b>0</b>
<b>Total Proposed Cost</b>									<b>7,657</b>
<b>Explanation:</b>									
Other	Note: The above fees for MEP assume similar loads as were in previous design. We								
Other	are assuming no additional heating, cooling, or major electrical requirements beyond								
Other	those designed for or anticipated in the original design.								
Other									

DWA

	Principal	Senior Engineer	Engineer	Intern Engineer	Tech	Clerical	Total Hours	Fee Estimate
Rates	0.00	38.43	31.03	22.51	22.51	21.10	0.00	
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5	
Current Rates	0.00	45.12	36.43	26.43	26.43	24.77	0.00	
<b>Modify Contract Documents</b>								
Drawing changes		10		6			16	610
Specification changes		0					0	0
Other							0	0
Other							0	0
Other							0	0
<b>Total Modify Contract Documents</b>							<b>16</b>	<b>610</b>
<b>Other</b>								
Other							0	0
Other							0	0
<b>Total Other</b>							<b>0</b>	<b>0</b>
<b>Proposal Preparation</b>								
Other		1				1	2	70
Other							0	0
<b>Total Proposal Preparation</b>							<b>2</b>	<b>70</b>
<b>Total Direct Salary Costs</b>							<b>18</b>	<b>680</b>
<b>Labor and General &amp; Administrative Overhead</b>							<b>Percentage of Direct Salary Costs 89.20%</b>	<b>606</b>
<b>Total Labor Cost</b>								<b>1,286</b>
<b>Fixed Fee</b>							<b>15.00%</b>	<b>193</b>
<b>Total Fee</b>								<b>1,479</b>
<b>Travel and Subsistence</b>								<b>0</b>
<b>Printing and Deliveries</b>								<b>0</b>
<b>Other Expenses</b>								<b>0</b>
<b>Estimated Expenses</b>								<b>0</b>
<b>Total Proposed Cost</b>								<b>1,479</b>
<b>Explanation:</b>								
Other								
Other								
Other								
Other								

Ross & Baruzzini

	Principal	Project Manager	Senior Systems Analyst	Senior Engineer	Engineer	Designer	Clerical/ CAD	Total Hours	Fee Estimate
Rates	225.00	150.00	175.00	125.00	115.00	90.00	55.00		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	264.17	176.12	205.47	146.76	135.82	105.67	64.56		
<b>Review revised layout to determine revisions</b>									
Package 12: Revise drawings: scaled plans, elevations details and/or sections; Estimate const. cost changes.		2		5		4	8	19	2,025
Package 37: Revisions to previously completed scope contained in Packages 6a, 6b, and 7. Estimate const. cost changes.		2		5		4	16	27	2,542
<b>Total Review revised layout to determine revisions</b>								<b>46</b>	<b>4,567</b>
<b>Team Coordination</b>									
Teleconference		1		2				3	470
Other								0	0
<b>Total Team Coordination</b>								<b>3</b>	<b>470</b>
<b>Proposal Preparation</b>									
Prepare proposal		1						1	176
Other								0	0
<b>Total Proposal Preparation</b>								<b>1</b>	<b>176</b>
<b>Total Direct Salary Costs</b>								<b>60</b>	<b>5,213</b>
<b>Labor and General &amp; Administrative Overhead</b>							Percentage of Direct Salary Costs	0.00%	0
<b>Total Labor Cost</b>									<b>5,213</b>
<b>Fixed Fee</b>							0.00%		0
<b>Total Fee</b>									<b>5,213</b>
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
<b>Estimated Expenses</b>									<b>0</b>
<b>Total Proposed Cost</b>									<b>5,213</b>
<b>Explanation:</b>									
Other									
Other									
Other									
Other									

FSC

	Principal	Project Manager	Fire Prot. Specialist	CAD Tech				Total Clerical Hours	Fee Estimate
Rates	73.46	64.55	51.20	31.16	0.00	0.00		26.71	
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		2.50%	
Years	6.5	6.5	6.5	6.5	6.5	6.5		6.5	
Current Rates	86.25	75.79	60.11	36.58	0.00	0.00		31.36	
<b>Modify Contract Documents</b>									
Drawing changes	3	10	8	6				27	1,717
Specification changes								0	0
Other								0	0
Other								0	0
Other								0	0
<b>Total Modify Contract Documents</b>								27	1,717
<b>Other</b>									
Other								0	0
Other								0	0
<b>Total Other</b>								0	0
<b>Proposal Preparation</b>									
Other								0	0
Other								0	0
<b>Total Proposal Preparation</b>								0	0
<b>Total Direct Salary Costs</b>								27	1,717
<b>Labor and General &amp; Administrative Overhead</b>						Percentage of Direct Salary Costs	100.55%		1,726
<b>Total Labor Cost</b>									3,443
<b>Fixed Fee</b>							15.00%		516
<b>Total Fee</b>									3,959
<b>Travel and Subsistence</b>									0
<b>Printing and Deliveries</b>									0
<b>Other Expenses</b>									0
<b>Estimated Expenses</b>									0
<b>Total Proposed Cost</b>									3,959
<b>Explanation:</b>									
Other									
Other									
Other									
Other									

**Coffeen Fricke**

	Principal	Senior Associate	Associate	Admin				Total Hours	Fee Estimate
Rates	55.93	31.09	23.49	18.50	0.00	0.00	0.00		
Annual escalation	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%	2.50%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	65.67	36.50	27.58	21.72	0.00	0.00	0.00		
<b>Modify Contract Documents</b>									
Drawing changes	0.5		2					3	88
Specification changes								0	0
Other								0	0
Other								0	0
Other								0	0
<b>Total Modify Contract Documents</b>								<b>3</b>	<b>88</b>
<b>Other</b>									
Other								0	0
Other								0	0
<b>Total Other</b>								<b>0</b>	<b>0</b>
<b>Proposal Preparation</b>									
Other	0.5							1	33
Other								0	0
<b>Total Proposal Preparation</b>								<b>1</b>	<b>33</b>
<b>Total Direct Salary Costs</b>								<b>3</b>	<b>121</b>
Labor and General & Administrative Overhead						Percentage of Direct Salary Costs	173.24%		209
<b>Total Labor Cost</b>									<b>330</b>
Fixed Fee							15.00%		49
<b>Total Fee</b>									<b>379</b>
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
<b>Estimated Expenses</b>									<b>0</b>
<b>Total Proposed Cost</b>									<b>379</b>
<b>Explanation:</b>									
Other									
Other									
Other									
Other									

Logplan

	Principal	Project Manager	Senior Engineer	Engineer	Staff	Tech	Clerical	Total Hours	Fee Estimate
Rates	165.00	145.00	140.00	115.00	65.00	85.00	85.00		
Annual escalation	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%	2.5%		
Years	6.5	6.5	6.5	6.5	6.5	6.5	6.5		
Current Rates	193.73	170.24	164.37	135.02	76.32	99.80	99.80		
<b>Modify Contract Documents</b>									
Drawing changes		8	20	36		40		104	13,502
Specification changes		4	30	59	16			109	14,800
provide estimate cost 30%				10				10	1,350
provide estimate cost 70%				15				15	2,025
provide estimate cost 100%				5				5	675
Total Modify Contract Documents								243	32,352
<b>Other</b>									
Add. CA for TSA coordinatin of design reviews PGDS V4		12	16	32				60	8,994
Add pre testing support to comply with PGDS V4			32	32				64	9,581
Total Other								124	18,574
<b>Proposal Preparation</b>									
Other								0	0
Other								0	0
Total Proposal Preparation								0	0
<b>Total Direct Salary Costs</b>								367	50,927
<b>Labor and General &amp; Administrative Overhead</b>							Percentage of Direct Salary Costs	0.00%	0
<b>Total Labor Cost</b>									50,927
<b>Fixed Fee</b>							0.00%		0
<b>Total Fee</b>									50,927
<b>Travel and Subsistence</b>									5,000
<b>Printing and Deliveries</b>									1,000
<b>Other Expenses</b>									0
<b>Estimated Expenses</b>									6,000
<b>Total Proposed Cost</b>									56,927
<b>Explanation:</b>									
Other									
Other									
Other									
Other									

Carol Naughton & Assoc

	Principal	Project Manager	Senior Designer	Junior Designer	Production/Support	Total Hours	Fee Estimate
Current Rates	150.00	125.00	100.00	85.00	75.00		
Modify Contract Documents							
Drawing changes		2		4		6	590
Specification changes		2		4		6	590
Other						0	0
Other						0	0
Other						0	0
Total Modify Contract Documents						12	1,180
Other							
Other						0	0
Other						0	0
Total Other						0	0
Proposal Preparation							
Other						0	0
Other						0	0
Total Proposal Preparation						0	0
Total Direct Salary Costs						12	1,180
Labor and General & Administrative Overhead						Percentage of Direct Salary Costs	0.00%
							0
Total Labor Cost							1,180
Fixed Fee						0.00%	0
Total Fee							1,180
Travel and Subsistence							0
Printing and Deliveries							0
Other Expenses							0
Estimated Expenses							0
Total Proposed Cost							1,180
Explanation:							
Other							
Other							
Other							
Other							