

## Table of Contents

Agenda . . . . .	5
II-1. Report of Board of Bids and Contracts dated March 23, 2015.	
Agenda Report No. II-1 . . . . .	12
II-3. Preliminary Estimates.	
Agenda Report No. II-3 . . . . .	57
II-3a. Deeds and Easements.	
Agenda Report No. II-3a List of Deeds and Easements . . . . .	68
II-4a. Community Events – Thin Mint Sprint. (District II)	
Agenda Report No. II-4a . . . . .	69
II-4b. Community Events – Step Up for KIDS. (District VI)	
Agenda Report No. II-4b . . . . .	70
II-4c. Community Events – Great Plains 10K. (Districts I and IV)	
Agenda Report No. II-4c . . . . .	71
II-5a. Odor Control Additive Contractual Services. (District III)	
Agenda Report No. II-5a . . . . .	72
USP Contract . . . . .	73
USP Proposal Response 111213(FINAL). . . . .	78
II-6a. Partial Acquisition of Vacant Land in the 1950 Block of S. Meridian and at 1956 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)	
Agenda Report No. II-6a . . . . .	136
Supporting Documents . . . . .	137
II-8. Repair or Removal of Dangerous and Unsafe Structures.(Districts I and IV)	
Agenda Report No. II-8 . . . . .	145
MABCD Consent Supporting Documents Condemnations . . . . .	146
Resolution Nos. 15-078 and 15-079 . . . . .	155
II-9. Report on Claims for January 2015.	
Agenda Report No. II-9 . . . . .	157
II-10. Abatement of Dangerous and Unsafe Structures. (Districts I, III and IV)	
Agenda Report No. II-10 and Ordinance 49-962 and 49-963 . . . . .	158
II-11. Nuisance Abatement Assessments, Lot Clean Up. (Districts I, III, IV, V and VI)	
Agenda Report No. II-11, Ordinance No. 49-964, and Property List . . . . .	164
II-12. HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Jakub’s Ladder, Inc. (District III)	
Agenda Report No. II-12 . . . . .	169
HOME Contract Amendment-Jakub's Ladder. . . . .	170

II-13. HOME Program: Housing Development Loan Program Funding Agreement Amendment, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)	
Agenda Report No. II-13 . . . . .	177
HOME Contract Amendment-Mennonite Housing . . . . .	178
II-14. HOME Program: Boarded-up House Program Funding; Mennonite Housing Rehabilitation Services, Inc. (District VI)	
Agenda Report No. II-14 . . . . .	187
Agreement . . . . .	189
II-15. Funding for HOME Program Administration.	
Agenda Report No. II-15 . . . . .	222
II-16. Summer Youth Employment Program Budget Adjustment.	
Agenda Report No. II-16 . . . . .	223
II-17. Library Public Internet Service.	
Agenda Report No. II-17 . . . . .	224
Hubris Contract Agreement 2015. . . . .	225
II-18. Purchase of Buses.	
Agenda Report No. II- 18 . . . . .	229
Resolution No. 15-080 . . . . .	230
Resolution No. 15-081 . . . . .	232
II-19. Notice of Intent to Use Debt Financing - Tenant Funded Improvements - Wichita Dwight D. Eisenhower National Airport.	
Agenda Report No. II-19 . . . . .	234
Resolution No. 15-082 . . . . .	235
II-20. Notice of Intent to Use Debt Financing Amendment - South Maintenance Yard Improvements - Wichita Dwight D. Eisenhower National Airport.	
Agenda Report No. II-20 . . . . .	237
Resolution No. 15-083 . . . . .	238
II-21. Payment for Settlement of Claim.	
Agenda Report No. II-21 . . . . .	240
Resolution No. 15-084 . . . . .	241
II-22. Second Reading Ordinances. (First read March 17, 2015)	
Agenda Report No. II-22a. . . . .	243
II-23. *ZON2015-00001 – City Zone Change from SF-5 Single- Family Residential to TF-3 Two–Family Residential on Property Generally Located on the Southwest Corner of Young Street and Newell Street. (District VI)	
Agenda Report No. II-23 . . . . .	245
Ordinance No. 49-965. . . . .	247
ZON2015-00001 BACKGROUND INFORMATION. . . . .	248
II-24. *ZON2015-00002 – City Zone Change from SF-5 Single- Family Residential to MF-29 Multi–Family Residential on Property Generally Located West of All Hallows Street and South of West Maple Street. (District IV)	
Agenda Report No. II-24 . . . . .	252
Ordinance No. 49-966. . . . .	254
Background Information. . . . .	255

II-25. *ZON2015-00003 – Zone Change from SF-5 Single-Family Residential to LC Limited Commercial Subject to Protective Overlay #295 on Property Located North of East 29th Street North, Approximately ½ Mile West of North Woodlawn Boulevard. (District I)	
Agenda Report No. II-25 . . . . .	259
Ordinance No. 49-967. . . . .	262
Background Information. . . . .	264
II-26. *ZON2015-00004 – City request for an expansion of the Old Town Protective Overlay to include LI Limited Industrial zoned property generally located at the northwest corner of East 2nd Street and North Washington Avenue (301 North Washington) (District VI)	
Agenda Report No. II-26 . . . . .	267
Ordinance No. 49-968. . . . .	269
Background Information. . . . .	270
II-27. *ZON2015-00005 – Request for LC Limited Commercial on MF-29 Multi-Family Residential Zoned Property Generally Located South of Harry Street, South of Merton Street, on the East Side of Meridian Avenue. (District IV)	
Agenda Report No. II-27 . . . . .	274
Ordinance No. 49-969. . . . .	276
Background Information. . . . .	278
II-28. *ZON2015-00006 – Request for LC Limited Commercial Zoning with a Protective Overlay on NO Neighborhood Office Zoned Property Located on the Northwest Corner of Topeka Avenue and 10th Street North. (District VI)	
Agenda Report No. II-28 . . . . .	282
Ordinance No. 49-970. . . . .	285
Background Information. . . . .	287
II-29. *PUD2015-00001 – Zone Change from SF-5 Single-Family Residential and LC Limited Commercial to Planned Unit Development District #45 on Property Located on Property Generally Located on the Southwest Corner of West MacArthur Road. (District IV)	
Agenda Report No. II-29 . . . . .	293
Ordinance No. 49-971. . . . .	297
Background Information. . . . .	299
II-30. *SUB2014-00042 -- Plat of J.R. Sandlian Addition Located North of 29th Street North, on the West Side of Hoover Road. (District V)	
Agenda Report No. II-30 . . . . .	307
Supporting Documents . . . . .	309
Ordinance No. 49-972. . . . .	318
II-31. *A15-03 - Request by Cadillac Lake LLC to Annex Lands Generally Located at the Southeast Corner of 29th Street North and Maize Road. (District V)	
Agenda Report No. II-31 . . . . .	319
A15 03 -Mapsheets . . . . .	321
Ordinance No. 49-973. . . . .	322

II-32. *Airfield Snow Equipment Storage Facility - Wichita Dwight D. Eisenhower National Airport.	
Agenda Report No. II-32 . . . . .	324
Airfield Snow Equip Storage Contract. . . . .	326
II-33. *The Wichita Landsmen, LLC d/b/a Budget Rent A Car of Kansas, Inc. Wichita Dwight D. Eisenhower National Airport.	
Agenda Report No. II-33 . . . . .	378
Budget SA No 2 - March 24 2015 . . . . .	379
II-34. *Air Capital Terminal 3 Program - Change Order No. 23 - Wichita Dwight D. Eisenhower National Airport.	
Agenda Report No. II-34 . . . . .	382
ACT 3 Change Order No. 23 . . . . .	383
II-35. *Yingling Aircraft Inc. - Automobile Parking Lot Use and Lease Agreement - Wichita Dwight D. Eisenhower National Airport.	
Agenda Report No II-35. . . . .	385
Yingling Parking Lot Exhibit A. . . . .	386
II-35a. *New Terminal and Parking Garage/Rental Car Facilities Dedication Events - Wichita Dwight D. Eisenhower National Airport.	
Agenda Report No. II-35a. . . . .	387

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

City Council Meeting  
09:30 a.m. March 24, 2015

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of the regular meeting on March 17, 2015

---

**II. CONSENT AGENDAS ITEMS 1 THROUGH 35A**

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

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

---

**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

**\*\*\*WORKSHOP TO FOLLOW\*\*\***

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 35A)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated March 23, 2015.

- a. List of Report of Board of Bids and Contracts.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Edwards P Caillet	Fu Bing Petroleum***	248 South Hillside
Terry Williams	Quik Trip #327***	12825 East 21st North

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

3a. Deeds and Easements:

- a. List of Deeds and Easements.

RECOMMENDED ACTION: Accept documents.

4. Consideration of Street Closures/Uses.

- a. Community Events – Thin Mint Sprint. (District II)  
b. Community Events – Step Up for KIDS. (District VI)  
c. Community Events – Great Plains 10K. (Districts I and IV)

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.

5. Design Services Agreements:

- a. Odor Control Additive Contractual Services. (District III)

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

6. Property Acquisitions:

- a. Partial Acquisition of Vacant Land in the 1950 Block of S. Meridian and at 1956 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project. (District IV)

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

7. Minutes of Advisory Boards/Commissions

Wichita Employees Retirement System, January 21, 2015  
Deferred Compensation Board, November 20, 2014  
Police and Fire Retirement System, December 17, 2014  
Joint Investment Committee, February 5, 2015  
Wichita Historic Preservation Board, January 12, 2015  
Board of Park Commissioners, January 12, 2015  
Board of Park Commissioners, February 9, 2015  
Board of Electrical Appeals, February 10, 2015  
Wichita Public Library, February 17, 2015

RECOMMENDED ACTION: Receive and file.

8. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and IV)

Property Address

- a. 1321 N. Santa Fe  
b. 1117 S. Richmond

Council District

- I  
IV

RECOMMENDED ACTION: Adopt the attached resolutions to schedule a public hearing before the City Council on May 5, 2015 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

9. Report on Claims for January 2015.

RECOMMENDED ACTION: Receive and file.

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

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

11. Nuisance Abatement Assessments, Lot Clean Up. (Districts I, III, IV, V and VI)

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

12. HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Jakub's Ladder, Inc. (District III)

RECOMMENDED ACTION: Approve the contract amendment providing for additional funding, and authorize the necessary signatures.

13. HOME Program: Housing Development Loan Program Funding Agreement Amendment, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

RECOMMENDED ACTION: Approve the contract amendment providing for additional funding, and authorize the necessary signatures.

14. HOME Program: Boarded-up House Program Funding; Mennonite Housing Rehabilitation Services, Inc. (District VI)

RECOMMENDED ACTION: Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

15. Funding for HOME Program Administration.

RECOMMENDED ACTION: Approve the transfer of \$15,606 from program income receipts, to support HOME program administration costs.

16. Summer Youth Employment Program Budget Adjustment.

RECOMMENDED ACTION: Approve the budget adjustment.

17. Library Public Internet Service.

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

18. Purchase of Buses.

RECOMMENDED ACTION: Approve the purchase of nine buses, authorize the Purchasing Manager to execute a purchase order, and approve the bonding resolutions authorizing the issuance of general obligation bonds.

19. Notice of Intent to Use Debt Financing - Tenant Funded Improvements - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

20. Notice of Intent to Use Debt Financing Amendment - South Maintenance Yard Improvements - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Adopt the Amending Resolution and authorize the necessary signatures.

21. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$30,000 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

22. Second Reading Ordinances: (First Read March 17, 2015)  
a. List of 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.

23. \*ZON2015-00001 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located on the Southwest Corner of Young Street and Newell Street. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading.

24. \*ZON2015-00002 – City Zone Change from SF-5 Single-Family Residential to MF-29 Multi-Family Residential on Property Generally Located West of All Hallows Street and South of West Maple Street. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading.

25. \*ZON2015-00003 – Zone Change from SF-5 Single-Family Residential to LC Limited Commercial Subject to Protective Overlay #295 on Property Located North of East 29th Street North, Approximately ½ Mile West of North Woodlawn Boulevard. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change and place the ordinance on first reading.

26. \*ZON2015-00004 – City request for an expansion of the Old Town Protective Overlay to include LI Limited Industrial zoned property generally located at the northwest corner of East 2nd Street and North Washington Avenue, 301 North Washington. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading.

27. \*ZON2015-00005 – Request for LC Limited Commercial on MF-29 Multi-Family Residential Zoned Property Generally Located South of Harry Street, South of Merton Street, on the East Side of Meridian Avenue. (District IV)

RECOMMENDED ACTION: Approve the zoning and place the ordinance on first reading.

28. \*ZON2015-00006 – Request for LC Limited Commercial Zoning with a Protective Overlay on NO Neighborhood Office Zoned Property Located on the Northwest Corner of Topeka Avenue and 10th Street North. (District VI)

RECOMMENDED ACTION: Approve the zoning subject to the provisions of the Protective Overlay and place the ordinance on first reading.

29. \*PUD2015-00001 – Zone Change from SF-5 Single-Family Residential and LC Limited Commercial to Planned Unit Development District #45 on Property Located on Property Generally Located on the Southwest Corner of West MacArthur Road. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zone change subject to platting within one year and withhold publication of the ordinance until the plat is recorded.

30. \*SUB2014-00042 -- Plat of J.R. Sandlian Addition Located North of 29th Street North, on the West Side of Hoover Road. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

31. \*A15-03 - Request by Cadillac Lake LLC to Annex Lands Generally Located at the Southeast Corner of 29th Street North and Maize Road. (District V)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

## **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.

**Carole Trapp, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

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

32. \*Airfield Snow Equipment Storage Facility - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the top-ranked proposer, Smith construction company, Inc., approve the contract for design-build services, authorize necessary signatures, and approve the Capital Budget Adjustment.

33. \*The Wichita Landsmen, LLC d/b/a Budget Rent A Car of Kansas, Inc. Wichita Dwight D. Eisenhower National Airport.

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

34. \*Air Capital Terminal 3 Program - Change Order No. 23 - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve Change Order No. 23 and authorize the necessary signatures.

35. \*Yingling Aircraft Inc. - Automobile Parking Lot Use and Lease Agreement - Wichita Dwight D. Eisenhower National Airport.

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

- 35a *\*New Terminal and Parking Garage/Rental Car Facilities Dedication Events - Wichita Dwight D. Eisenhower National Airport.*

RECOMMENDED ACTION: Approve the event budget.

Wichita, Kansas  
March 23, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> Floor

**MINUTES - BOARD OF BIDS AND CONTRACTS\***

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Fanny Chan, Senior Accountant, Finance, representing the Director of Finance, Elizabeth Golty-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated March 16, 2015, were read and on motion approved.

Bids were opened March 20, 2015, pursuant to advertisements published on:

**2014/2015 KLINK US-54, 111<sup>th</sup> to 119<sup>th</sup> Street West. (US-54 119<sup>th</sup> to 111<sup>th</sup> Street West) 472-85173 9707073)**

Defer one week

**Tree Removal on Douglas Bridge @ Linden, Tyler from 29<sup>th</sup> to 37<sup>th</sup>, and Meridian from McCormick to Pawnee (multiple locations) (472-85119/472-84921/472-85124/472-85161/472-85031/715731/707028/707060/707068/705011/249147/210493/211524/211532/401511) Traffic to be maintained during construction using flagpersons and barricades. (District II,IV,V)**

S&J Enterprises LLC. - \$25,120.00

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

**VARIOUS DEPARMENTS, BOARDS AND AGENCIES: Tire Repair and Service.**

Weichman-Bush Tires Inc.\* - \$570.00

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

**HOUSING AND COMMUNITY SERVICES/PUBLIC HOUSING: Roach, pest, termite and Bed Bug Services.**

Go Green Pest Control Inc.\* - \$2,808.00 Group 1  
\$1,150.00 Group 2  
\$2,366.90 Group 3

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

**VARIOUS DEPARMENTS, BOARDS AND AGENCIES: Furnish and Install Auto Glass.**

American Auto Glass Inc.\* - 63% Discount from current NAGS

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

**VARIOUS DEPARMENTS, BOARDS AND AGENCIES: Automotive and Commercial Batteries.**

Poorman Automotive Warehouse - \$63,545.73 Base Bid  
(\$486.00) Option 1 (deduct)  
(\$14,637.00) Option 2 (deduct)  
0 % Option 3

**POLICE DEPARTMENT/TRAINING DIVISION: Ammunition.**

Accuracy Inc. - \$12,112.00 Group 1  
\$89,800.00 Group 2  
\$30,950.00 Group 3  
\$4,215.00 Group 4  
\$1,439.00 Group 5

**PUBLIC WORKS AND UTILITIES/FLEET AND FACILITIES DIVISION: 20,000 GVW Step Van/58,000 GVWR Dump Truck.**

Omaha Truck Center dba Truck Center Companies\* - \$317,781.00 Base Bid  
\$15,951.00 Option 1 (each)  
\$14,863.00 Option 2 (each)

\*Three (3) Additional Step Vans at Same Unit Cost

**PUBLIC WORKS AND UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION: Rubber Tired Tractor-Backhoe/Loader.**

McCullough Enterprises\* - \$179,408.00 Base Bid  
Option 1 (standard)  
Option 2 (standard)  
\$946.00 Option 4 (each)  
Option 5 (standard)  
Option 6 (standard)

\*Two (2) Additional Units at Same Unit Cost

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.

---

Marty Strayer, Administrative Assistant

Department of Public Works

---

Janis Edwards, CMC  
Deputy City Clerk

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: March 23, 2015

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****March 20, 2015**2014/2015 KLINK US-54, 111<sup>th</sup> to 119<sup>th</sup> Street W. – Public Works & Utilities Department/Engineering Division  
(Defer to March 30, 2015) (Pending KDOT Approval)Tree Removal for Multiple CIP Projects (multiple locations) – Public Works & Utilities Dept./Engineering Div.  
S&J Enterprises, LLC \$25,120.00**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****March 20, 2015**

Tire Repair and Service – Various Departments, Boards and Agencies

Wiechman-Bush Tires, Inc. (See Exhibit B for Itemized Pricing in the Formal Bid Report) \$570.00

Roach Spraying, Pest and Termite Control, and Bed Bug Services – Housing & Community Services  
Department/Public Housing Division (See Exhibit C for Itemized Pricing in the Formal Bid Report)

Go Green Pest Control, Inc.

Group 1	\$2,808.00
Group 2	\$1,150.00
Group 3	\$2,366.90

Furnish and Install Auto Glass for Vehicles and Mechanized Equipment – Various Depts, Boards and Agencies  
American Auto Glass, Inc. Discount from the Current NAGS Price List 63%Automotive & Commercial Batteries – Various Departments, Boards and Agencies (See Exhibit D for Itemized  
Pricing in the Formal Bid Report)

Poorman Automotive Warehouse

Group 1 - Base Bid	\$63,545.73
Group 2 - Option 1 (Deduct)	<\$486.00>
Group 2 - Option 2 (Deduct)	<\$14,637.00>
Group 2 - Option 3	0%

Ammunition – Police Department/Training Division (See Exhibit E for Itemized Pricing in the Formal Bid  
Report)

Accuracy, Inc.

Group 1	\$12,112.00
Group 2	\$89,800.00
Group 3	\$30,950.00
Group 4	\$4,215.00
Group 5	\$1,439.00

20,000 GVW Step Van and 58,000 GVWR Dump Truck – Public Works & Utilities Dept./Fleet & Facilities Div.  
Omaha Truck Center dba Truck Center Companies Group 1 – Base Bid \$317,781.00\*

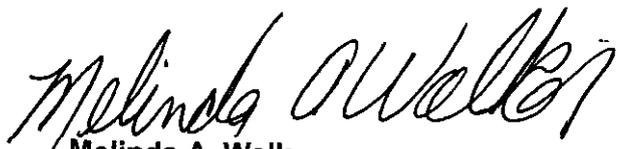
Group 1 - Option 1 (Add) (Per Each)	\$15,951.00
Group 1 - Option 2 (Add) (Per Each)	\$14,863.00

\*Award Three Additional Units at Same Unit Cost

Rubber Tired Tractor - Loader/Backhoe – Public Works & Utilities Department/Water Distribution Division		
<b>McCullough Enterprises</b>	<b>Base Bid</b>	<b>\$179,408.00*</b>
	<b>Option 1</b>	<b>Standard</b>
	<b>Option 2</b>	<b>Standard</b>
	<b>Option 4 (Add) (Per Each)</b>	<b>\$946.00</b>
	<b>Option 5</b>	<b>Standard</b>
	<b>Option 6</b>	<b>Standard</b>

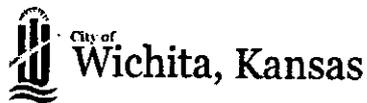
\*Award Two Additional Units at Same Unit Cost

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

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







### BID RESULTS

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

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

**Vendor Group Line**

**Solicitation:** FB540026      **Tire Repair & Service**      **Close Date/Time:** 3/20/2015 10:00 AM CST

**Solicitation Type:** Formal Bid      **Return to the Bid List**

**Award Method:** Aggregate Cost

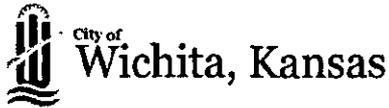
**Department:** Public Works and Utilities      **Responses:** 1

Vendors	Complete	Bid Total	City Comments
WIECHMAN-BUSH TIRES INC	Complete	\$570.00	Award 3/24/2015 Various Departments, Boards & Agencies

[Top of the Page](#)



EXHIBIT B



**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:** FB540026      **Tire Repair & Service**      **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Public Works and Utilities      **Responses:** 1  
**Go to:** 001

**Line 001 | TIRE REPAIR SERVICE CALL CHARGES Regular Hours (7:30 a.m. to 6:00p.m. Monday thru Friday) Inside Wichita City Limits**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	300	Each	\$0.0000	\$0.00	Complete	no charge on service calls regular hours.

**Line 002 | TIRE REPAIR SERVICE CALL CHARGES Regular Hours (7:30 a.m. to 6:00p.m. Monday thru Friday) Outside Wichita City Limits (Surrounding areas such as Valley Center, Andover, Halstead & Cheney)**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$40.0000	\$40.00	Complete	

**Line 003 | TIRE REPAIR SERVICE CALL CHARGES After Hours (6:00 pm to 7:30 am Weekdays, Weekends, & Holidays) Inside Wichita City Limits**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$100.0000	\$100.00	Complete	

**Line 004 | TIRE REPAIR SERVICE CALL CHARGES After Hours (6:00 pm to 7:30 am Weekdays, Weekends, & Holidays) Outside Wichita City Limits (Surrounding areas such as Valley Center, Andover, Halstead & Cheney)**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$25.0000	\$25.00	Complete	

**Line 005 | TIRE REPAIR CHARGE RATES: ON SITE TIRE REPAIRS On Site Tire Repairs @ CMF Does not require tire removal**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$15.0000	\$15.00	Complete	

**Line 006 | TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Swap out tire equal to or less than 18 Inch wheel**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$30.0000	\$30.00	Complete	

**Line 007 | TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Repair tire on wheel equal to or less than 18 inch**

EXHIBIT B

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$15.0000	\$15.00	Complete	
Line 008   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Repair tire that is removed from wheel equal to or less than 18 inch wheel						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$15.0000	\$15.00	Complete	
Line 009   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Remove tire & wheel and repair tire equal to or less than 18 inch wheel						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$35.0000	\$35.00	Complete	
Line 010   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Swap out tire wheel equal to 18 inch to 21 inch						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$30.0000	\$30.00	Complete	
Line 011   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Repair tire on wheel equal to 18 inch to 21 inch						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$15.0000	\$15.00	Complete	
Line 012   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Repair tire that is removed from wheel equal to 18 inch to 21 inch						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$10.0000	\$10.00	Complete	
Line 013   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Remove tire & wheel and repair tire equal to 18 inch to 21 inch						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$35.0000	\$35.00	Complete	
Line 014   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Swap out tire wheel over 21 inch						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$40.0000	\$40.00	Complete	
Line 015   TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Repair tire on wheel over 21 inch						
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES						

EXHIBIT B

INC 1 Each \$25.0000 \$25.00 Complete

**Line 016** | TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Repair tire that is removed from wheel over 21 inch

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$20.0000	\$20.00	Complete	

**Line 017** | TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Remove tire & wheel and repair tire over 21 inch

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$40.0000	\$40.00	Complete	

**Line 018** | TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS Foam filled tire

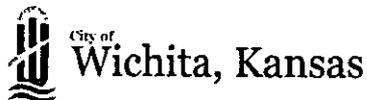
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$10.0000	\$10.00	Complete	

**Line 019** | TIRE REPAIR CHARGE RATES: OFF SITE TIRE REPAIRS 16 inch and larger lock rims

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
WIECHMAN-BUSH TIRES INC	1	Each	\$70.0000	\$70.00	Complete	

Top of the Page





**BID RESULTS**

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

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

**Vendor Group Line**

**Solicitation:** FB540034      **Roach, Pest, Termite & Bed Bug Services**      **Close Date/Time:** 3/20/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Group

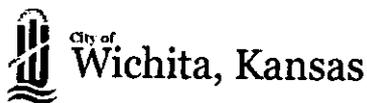
**Department:** Housing and Community Services

**Responses:** 4

Vendors	Complete	Bid Total	City Comments
GO GREEN PEST CONTROL INC	Complete	\$6,324.90	Award 3/24/2015 Groups 1,2, & 3 Housing & Community Services/Public Housing
RELIABLE PEST MANAGEMENT	Complete	\$11,972.00	
SIGNATURE PEST CONTROL	Complete	\$15,894.00	
THE TERMINIX INTERNATIONAL COMPANY	Complete	\$190,000.00	

[Top of the Page](#)





**BID RESULTS**

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

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

**Vendor Group Line**

**Solicitation:** FB540034      **Roach, Pest, Termite & Bed Bug Services**      **Close Date/Time:** 3/20/2015 10:00 AM CST

**Solicitation Type:** Formal Bid      **Return to the Bid List**

**Award Method:** Group

**Department:** Housing and Community Services      **Responses:** 4

**Go to:** 1

**Group 1**

Vendors	Complete	Group Total Net Bid
GO GREEN PEST CONTROL INC	Complete	\$2,808.00
RELIABLE PEST MANAGEMENT	Complete	\$3,078.00
SIGNATURE PEST CONTROL	Complete	\$5,019.00
THE TERMINIX INTERNATIONAL COMPANY	Complete	\$41,600.00

[Top of the Page](#)

**Group 2**

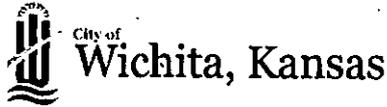
Vendors	Complete	Group Total Net Bid
GO GREEN PEST CONTROL INC	Complete	\$1,150.00
RELIABLE PEST MANAGEMENT	Complete	\$2,000.00
SIGNATURE PEST CONTROL	Complete	\$2,400.00
THE TERMINIX INTERNATIONAL COMPANY	Complete	\$44,000.00

[Top of the Page](#)

**Group 3**

Vendors	Complete	Group Total Net Bid
GO GREEN PEST CONTROL INC	Complete	\$2,366.90
RELIABLE PEST MANAGEMENT	Complete	\$6,894.00
SIGNATURE PEST CONTROL	Complete	\$8,475.00
THE TERMINIX INTERNATIONAL COMPANY	Complete	\$104,400.00

[Top of the Page](#)



**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:** FB540034      **Roach, Pest, Termite & Bed Bug Services**      **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Housing and Community Services      **Responses:** 4  
**Go to:** 001

**Line 001** | Provide labor, material and equipment for monthly roach spraying and pest control of all offices and common areas at Greenway South, 307 Riverview, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	12	Month	\$9.0000	\$108.00	Complete	
GO GREEN PEST CONTROL INC	12	Month	\$9.0000	\$108.00	Complete	
SIGNATURE PEST CONTROL	12	Month	\$15.0000	\$180.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	12	Month	\$225.0000	\$2,700.00	Complete	

**Line 002** | Provide labor, material and equipment for monthly roach spraying and pest control of all offices and common areas at the Greenway Manor Common Areas, 315 Riverview, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	12	Month	\$9.0000	\$108.00	Complete	
RELIABLE PEST MANAGEMENT	12	Month	\$9.0000	\$108.00	Complete	
SIGNATURE PEST CONTROL	12	Month	\$25.0000	\$300.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	12	Month	\$225.0000	\$2,700.00	Complete	

**Line 003** | Provide labor, material and equipment for monthly roach spraying and pest control of all offices and common areas at the Property Management/Maintenance Office, 332 Riverview, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	12	Month	\$9.0000	\$108.00	Complete	
GO GREEN PEST CONTROL INC	12	Month	\$9.0000	\$108.00	Complete	
SIGNATURE PEST CONTROL	12	Month	\$20.0000	\$240.00	Complete	

THE TERMINIX INTERNATIONAL COMPANY	12	Month	\$475.0000	\$5,700.00	Complete
------------------------------------	----	-------	------------	------------	----------

**Line 004** | Provide labor, material and equipment for monthly roach spraying and pest control of all offices and common areas at the McLean Manor, 2627 W. 9th, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	12	Month	\$9.0000	\$108.00	Complete	
RELIABLE PEST MANAGEMENT	12	Month	\$9.0000	\$108.00	Complete	
SIGNATURE PEST CONTROL	12	Month	\$15.0000	\$180.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	12	Month	\$125.0000	\$1,500.00	Complete	

**Line 005** | Provide labor, material and equipment for monthly roach spraying and pest control of all offices and common areas at the Rosa Gragg Complex, 520 W. 25th North, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	12	Month	\$9.0000	\$108.00	Complete	
GO GREEN PEST CONTROL INC	12	Month	\$9.0000	\$108.00	Complete	
SIGNATURE PEST CONTROL	12	Month	\$15.0000	\$180.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	12	Month	\$325.0000	\$3,900.00	Complete	

**Line 006** | Provide labor, material and equipment for monthly roach spraying and pest control of all offices and common areas at Bernice Hutcherson, 1900-2000 Wellington Place, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	12	Month	\$9.0000	\$108.00	Complete	
RELIABLE PEST MANAGEMENT	12	Month	\$9.0000	\$108.00	Complete	
SIGNATURE PEST CONTROL	12	Month	\$15.0000	\$180.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	12	Month	\$325.0000	\$3,900.00	Complete	

**Line 007** | Provide labor, material and equipment for roach spraying and pest control for individual tenant occupied units to be sprayed during the year. An estimated ninety (90) units per month to be scheduled at the same time offices and common areas are sprayed as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	1080	Each	\$2.0000	\$2,160.00	Complete	

RELIABLE PEST MANAGEMENT	1080	Each	\$2.2500	\$2,430.00	Complete
SIGNATURE PEST CONTROL	1080	Each	\$2.5000	\$2,700.00	Complete
THE TERMINIX INTERNATIONAL COMPANY	1080	Each	\$5.0000	\$5,400.00	Complete

**Line 008** | Provide labor, material and equipment for roach spraying and pest control for individual tenant unoccupied units to be sprayed during the year. An estimated one to two (1-2) units per month to be scheduled at the same time offices and common areas are sprayed as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	20	Each	\$0.0000	\$0.00	Complete	Included
RELIABLE PEST MANAGEMENT	20	Each	\$0.0000	\$0.00	Complete	No Charge
SIGNATURE PEST CONTROL	20	Each	\$2.5000	\$50.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	20	Each	\$5.0000	\$100.00	Complete	

**Line 009** | Provide labor, material and equipment for roach spraying and pest control for individual tenant unoccupied units to be sprayed during the year as required on a non-scheduled basis (estimated one (1) per month) as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	12	Each	\$0.0000	\$0.00	Complete	No Charge
GO GREEN PEST CONTROL INC	12	Each	\$0.0000	\$0.00	Complete	Included
SIGNATURE PEST CONTROL	12	Each	\$2.5000	\$30.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	12	Each	\$5.0000	\$60.00	Complete	

**Line 010** | Provide labor, material and equipment for semi-annual dust and spraying of all offices and common areas at the Housing Division Administration Office, 307 Riverview, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	2	Each	\$0.0000	\$0.00	Complete	Included
RELIABLE PEST MANAGEMENT	2	Each	\$0.0000	\$0.00	Complete	No Charge
SIGNATURE PEST CONTROL	2	Each	\$5.0000	\$10.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	2	Each	\$1,200.0000	\$2,400.00	Complete	

**Line 011** | Provide labor, material and equipment for semi-annual dust and spraying of all offices and common areas only at Greenway Manor, 315 Riverview, as per specifications. Pricing should be per occurrence.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	2	Each	\$0.0000	\$0.00	Complete	No Charge
GO GREEN PEST CONTROL INC	2	Each	\$0.0000	\$0.00	Complete	Included
SIGNATURE PEST CONTROL	2	Each	\$5.0000	\$10.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	2	Each	\$1,200.0000	\$2,400.00	Complete	

**Line 012** | Provide labor, material and equipment for semi-annual dust and spraying of all 86 units at Greenway Manor, 315 Riverview, as per specifications. Pricing should be per unit, per occurrence.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	172	Each	\$0.0000	\$0.00	Complete	Included
RELIABLE PEST MANAGEMENT	172	Each	\$0.0000	\$0.00	Complete	No Charge
SIGNATURE PEST CONTROL	172	Each	\$2.0000	\$344.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	172	Each	\$20.0000	\$3,440.00	Complete	

**Line 013** | Provide labor, material and equipment for semi-annual dust and spraying of all offices and common areas only at McLean Manor, 2627 W. 9th, as per specifications. Pricing should be per occurrence.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	2	Each	\$0.0000	\$0.00	Complete	No Charge
GO GREEN PEST CONTROL INC	2	Each	\$0.0000	\$0.00	Complete	Included
SIGNATURE PEST CONTROL	2	Each	\$5.0000	\$10.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	2	Each	\$600.0000	\$1,200.00	Complete	

**Line 014** | Provide labor, material and equipment for semi-annual dust and spraying of all 90 units at McLean Manor, 2627 W. 9th, as per specifications. Pricing should be per unit, per occurrence.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	180	Each	\$0.0000	\$0.00	Complete	Included
RELIABLE PEST MANAGEMENT	180	Each	\$0.0000	\$0.00	Complete	No Charge
SIGNATURE PEST CONTROL	180	Each	\$2.5000	\$450.00	Complete	
THE TERMINIX INTERNATIONAL	180	Each	\$20.0000	\$3,600.00	Complete	

## COMPANY

**Line 015** | Provide labor, material and equipment for annual dust and spraying of all offices and common areas only at Bernice Hutcherson, 1900-2000 Wellington Place, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	1	Each	\$0.0000	\$0.00	Complete	No Charge
GO GREEN PEST CONTROL INC	1	Each	\$0.0000	\$0.00	Complete	Included
SIGNATURE PEST CONTROL	1	Each	\$15.0000	\$15.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	1	Each	\$800.0000	\$800.00	Complete	

**Line 016** | Provide labor, material and equipment for annual dust and spraying of all 18 units at Bernice Hutcherson, 1900-2000 Wellington Place, as per specifications. Pricing should be per unit, per occurrence.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	18	Each	\$0.0000	\$0.00	Complete	Included
RELIABLE PEST MANAGEMENT	18	Each	\$0.0000	\$0.00	Complete	No Charge
SIGNATURE PEST CONTROL	18	Each	\$2.5000	\$45.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	18	Each	\$20.0000	\$360.00	Complete	

**Line 017** | Provide labor, material and equipment for annual dust and spraying of all offices and common areas only at Rosa Gragg, 520 W. 25th North, as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
RELIABLE PEST MANAGEMENT	1	Each	\$0.0000	\$0.00	Complete	No Charge
GO GREEN PEST CONTROL INC	1	Each	\$0.0000	\$0.00	Complete	Included
SIGNATURE PEST CONTROL	1	Each	\$15.0000	\$15.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	1	Each	\$800.0000	\$800.00	Complete	

**Line 018** | Provide labor, material and equipment for annual dust and spraying of all 32 units at Rosa Gragg, 520 W. 25th North, as per specifications. Pricing should be per unit, per occurrence.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	32	Each	\$0.0000	\$0.00	Complete	Included
RELIABLE PEST MANAGEMENT	32	Each	\$0.0000	\$0.00	Complete	No Charge

SIGNATURE PEST CONTROL	32	Each	\$2.5000	\$80.00	Complete
THE TERMINIX INTERNATIONAL COMPANY	32	Each	\$20.0000	\$640.00	Complete

**Line 019** | Provide labor, material and equipment for termite treatment service for public houses (approximately 900 square feet per unit) at various locations as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	20	Each	\$20.0000	\$400.00	Complete	
SIGNATURE PEST CONTROL	20	Each	\$50.0000	\$1,000.00	Complete	
RELIABLE PEST MANAGEMENT	20	Each	\$50.0000	\$1,000.00	Complete	Spot Treatments
THE TERMINIX INTERNATIONAL COMPANY	20	Each	\$1,200.0000	\$24,000.00	Complete	

**Line 020** | Provide labor, material and equipment for pest control for public houses (approximately 900 square feet per unit) at various locations as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	50	Each	\$15.0000	\$750.00	Complete	
RELIABLE PEST MANAGEMENT	50	Each	\$20.0000	\$1,000.00	Complete	
SIGNATURE PEST CONTROL	50	Each	\$28.0000	\$1,400.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	50	Each	\$400.0000	\$20,000.00	Complete	

**Line 021** | Provide labor, material and equipment for bed bug treatment for public houses (approximately 600 square feet per unit) at various locations as per specifications. The "Each" price includes one (1) initial treatment and two (2) follow up treatments.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	25	Each	\$44.9500	\$1,123.75	Complete	
SIGNATURE PEST CONTROL	25	Each	\$135.0000	\$3,375.00	Complete	
RELIABLE PEST MANAGEMENT	25	Each	\$135.0000	\$3,375.00	Complete	\$45 Per Treatment
THE TERMINIX INTERNATIONAL COMPANY	25	Each	\$1,200.0000	\$30,000.00	Complete	

**Line 022** | Provide labor, material and equipment for bed bug treatment for public single family housing units. Houses sizes range from 2 bedroom units to 6 bedroom units (approximately 800 to 1,900 square feet per unit) at various locations as per specifications. The "Each" price includes one (1) initial treatment and two (2) follow up treatments.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
---------	-----	-----	-------	---------------	----------	----------

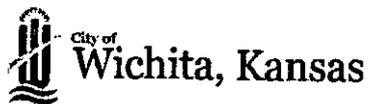
GO GREEN PEST CONTROL INC	25	Each	\$44.9500	\$1,123.75	Complete	
RELIABLE PEST MANAGEMENT	25	Each	\$135.0000	\$3,375.00	Complete	\$45 Per Treatment
SIGNATURE PEST CONTROL	25	Each	\$180.0000	\$4,500.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	25	Each	\$2,400.0000	\$60,000.00	Complete	

**Line 023** | Provide labor, material and equipment for monthly preventative bed bug treatments for Housing's Office Lobby and two conference rooms at 332 N Riverview (approximately 1,26900 square feet) as per specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GO GREEN PEST CONTROL INC	12	Each	\$9.9500	\$119.40	Complete	
RELIABLE PEST MANAGEMENT	12	Each	\$12.0000	\$144.00	Complete	This service will be at no charge if Reliable Pest has group 1 contract
SIGNATURE PEST CONTROL	12	Each	\$50.0000	\$600.00	Complete	
THE TERMINIX INTERNATIONAL COMPANY	12	Each	\$1,200.0000	\$14,400.00	Complete	

Top of the Page





**BID RESULTS**

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

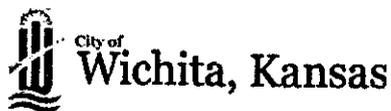
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB540042     **Furnish and Install Auto Glass**     **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid     **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department     **Responses:** 3

Vendors	Complete	Bid Total	City Comments
SAFELITE FULFILLMENT INC.	Complete	\$35.00	35 percent Discount
NORTHSTAR AUTOMOTIVE GLASS INC	Complete	\$55.00	55 percent Discount
AMERICAN AUTO GLASS INC.	Complete	\$63.00	63 percent Discount- Award 3-24-15 Various Departments, Boards & Agencies

[Top of the Page](#)





**BID RESULTS**

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

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

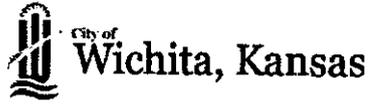
**Vendor Group Line**  
**Solicitation:** FB540042   **Furnish and Install Auto Glass**   **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid   **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department   **Responses:** 3  
**Go to:**

**Line 001 | VENDOR TO FURNISH GLASS ONLY (WINDSHIELD AND ALL OTHER GLASS)** Note the Percentage (%) Discount from the NAGS List Price Sheet on the Bid Form. Include the current NAGS Price Sheet with Bid. DISCOUNT APPLIES TO BOTH WINDSHIELDS AND ALL OTHER GLASS. NOTE: Historically, 90% of the work are Windshields. Price Sheet Number: \_\_\_\_\_ Price Sheet Date: \_\_\_\_\_ Brand \_\_\_\_\_  
*Bidding:* \_\_\_\_\_ Labor Charges to be paid as stated below: Vent Glass \$ 6.00 Each Door Lite & Quarter Glass \$18.00 Each Windshield & Back Lite \$20.00 Each Windshield Repairs (Chipped) \$24.95 Each We Will \_\_\_\_\_ Will Not \_\_\_\_\_ extend these same prices for purchase to the Wichita Board of Education and Sedgwick County. FOB: Various Locations Wichita, Kansas

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SAFELITE FULFILLMENT INC.	1	Percentage	\$35.0000	\$35.00	Complete	35 percent Discount from the current NAGS
NORTHSTAR AUTOMOTIVE GLASS INC	1	Percentage	\$55.0000	\$55.00	Complete	55 percent Discount from the current NAGS
AMERICAN AUTO GLASS INC.	1	Percentage	\$63.0000	\$63.00	Complete	63 percent Discount from the current NAGS

Top of the Page





**BID RESULTS**

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

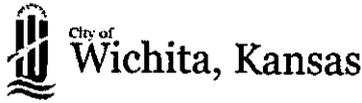
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB540044    **Automotive & Commercial Batteries**    **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid    **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department    **Responses:** 5

Vendors	Complete	Bid Total	City Comments
POORMAN AUTOMOTIVE WAREHOUSE	Complete	\$48,422.73	Award 3-24-15 Base Bid with Options 1-3 Various Departments, Boards & Agencies
ALLIED ENERGY AND BATTERY INC	Complete	\$52,155.00	
BATTCO ENTERPRISES LLC	Complete	\$59,304.42	
INTERSTATE ALL BATTERY CENTER	Complete	\$76,955.75	
O'REILLY AUTOMOTIVE STORES INC	Complete	\$81,697.53	

[Top of the Page](#)





**BID RESULTS**

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

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

**Vendor Group Line**  
**Solicitation:** FB540044      **Automotive & Commercial Batteries**      **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department      **Responses:** 5  
**Go to:** 1

**Group 1**

Vendors	Complete	Group Total Net Bid
POORMAN AUTOMOTIVE WAREHOUSE	Complete	\$63,545.73
BATTCO ENTERPRISES LLC	Complete	\$66,480.42
ALLIED ENERGY AND BATTERY INC	Complete	\$69,555.00
OREILLY AUTOMOTIVE STORES INC	Complete	\$81,687.53
INTERSTATE ALL BATTERY CENTER	Complete	\$91,611.75

[Top of the Page](#)

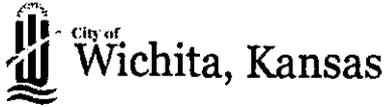
**Group 2**

Vendors	Complete	Group Total Net Bid
<b>Group 2: Option 1</b>		
INTERSTATE ALL BATTERY CENTER	Complete	(\$900.00)
POORMAN AUTOMOTIVE WAREHOUSE	Complete	(\$486.00)
BATTCO ENTERPRISES LLC	Complete	(\$288.00)
ALLIED ENERGY AND BATTERY INC	Complete	(\$180.00)
OREILLY AUTOMOTIVE STORES INC	Complete	\$0.00
<b>Group 2: Option 2</b>		
ALLIED ENERGY AND BATTERY INC	Complete	(\$17,220.00)
POORMAN AUTOMOTIVE WAREHOUSE	Complete	(\$14,637.00)
INTERSTATE ALL BATTERY CENTER	Complete	(\$13,776.00)
BATTCO ENTERPRISES LLC	Complete	(\$6,888.00)
OREILLY AUTOMOTIVE STORES INC	Complete	\$0.00
<b>Group 2: Option 3</b>		
POORMAN AUTOMOTIVE WAREHOUSE	Complete	\$0.00
BATTCO ENTERPRISES LLC	Complete	\$0.00

ALLIED ENERGY AND BATTERY INC	Complete	\$0.00
OREILLY AUTOMOTIVE STORES INC	Complete	\$10.00
INTERSTATE ALL BATTERY CENTER	Complete	\$20.00

Top of the Page





**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:** FB540044    **Automotive & Commercial Batteries**    **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid    **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Purchasing Department    **Responses:** 5  
**Go to:** 001

**Line 001 |** SIZE 26R-72 WET OR DRY, COLD CRANKING AMPS 575 MINIMUM, RESERVE CAPACITY 80 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	5	Each	\$53.8600	\$269.30	Complete	Duracell, SLI26R, 540 CCA, 80 RC,
POORMAN AUTOMOTIVE WAREHOUSE	5	Each	\$64.1100	\$320.55	Complete	Acdelco, 26RPS, CCA 575, RC 90
ALLIED ENERGY AND BATTERY INC	5	Each	\$75.0000	\$375.00	Complete	Power Pack, 26R-84PP, CCA 575, RC 80
OREILLY AUTOMOTIVE STORES INC	5	Each	\$75.2600	\$376.30	Complete	Superstart, 26R72J, CCA 575, RC 81
INTERSTATE ALL BATTERY CENTER	5	Each	\$82.9100	\$414.55	Complete	Interstate, MT-26R, CCA 540, RC 85

**Line 002 |** SIZE 24-72 WET OR DRY, COLD CRANKING AMPS 600 MINIMUM, RESERVE CAPACITY 110 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	6	Each	\$55.7600	\$334.56	Complete	Acdelco, 24A, CCA 600, RC 113
BATTCO ENTERPRISES LLC	6	Each	\$64.0600	\$384.36	Complete	Duracell, SLI24, 675 CCA, 115 RC
ALLIED ENERGY AND BATTERY INC	6	Each	\$78.0000	\$468.00	Complete	Power Pack, 24-60PP, CCA 600, RC 110
OREILLY AUTOMOTIVE STORES INC	6	Each	\$78.7600	\$472.56	Complete	Superstart, 24-72, CCA 675, RC 115
INTERSTATE ALL BATTERY CENTER	6	Each	\$87.3600	\$524.16	Complete	Interstate, MT-24, CCA 600, RC 100

**Line 003 |** SIZE 24-84 WET OR DRY, COLD CRANKING AMPS 700 MINIMUM, RESERVE CAPACITY 120 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	4	Each	\$74.2400	\$296.96	Complete	Duracell, SLI24M, CCA 725, RC 120
POORMAN AUTOMOTIVE						Acdelco, 24PG, CCA

<u>WAREHOUSE</u>	4	Each	\$75.3100	\$301.24	Complete	700, RC 130
OREILLY AUTOMOTIVE STORES INC	4	Each	\$87.8400	\$351.36	Complete	Superstart, 24EXT, CCA 725, RC 120
ALLIED ENERGY AND BATTERY INC	4	Each	\$88.0000	\$352.00	Complete	Power Pack, 24-84PP, CCA 700, RC 120
INTERSTATE ALL BATTERY CENTER	4	Each	\$101.1300	\$404.52	Complete	Interstate, MTP-24, CCA 800, RC 125

**Line 004** | SIZE 26-72 WET OR DRY, COLD CRANKING AMPS 525 MINIMUM, RESERVE CAPACITY 80 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>POORMAN AUTOMOTIVE WAREHOUSE</u>	4	Each	\$50.2000	\$200.80	Complete	Acdelco, 26A, CCA 550, RC 85
BATTCO ENTERPRISES LLC	4	Each	\$53.8600	\$215.44	Complete	Duracell, SLI26, 665 CCA, 80 RC
ALLIED ENERGY AND BATTERY INC	4	Each	\$55.0000	\$220.00	Complete	Power Pack, 26-60PP, CCA 540, RC 80
OREILLY AUTOMOTIVE STORES INC	4	Each	\$73.6000	\$294.40	Complete	Superstart, 26PRM, CCA 575, RC 90
INTERSTATE ALL BATTERY CENTER	4	Each	\$83.1100	\$332.44	Complete	Interstate, MT-26, CCA 525, RC 85

**Line 005** | SIZE 36R-72 WET OR DRY, COLD CRANKING AMPS 650 MINIMUM, RESERVE CAPACITY 100 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>POORMAN AUTOMOTIVE WAREHOUSE</u>	26	Each	\$74.8700	\$1,946.62	Complete	Acdelco, 36RPS, CCA 650, RC 130
OREILLY AUTOMOTIVE STORES INC	26	Each	\$82.3800	\$2,141.88	Complete	Superstart, 36R72, CCA 650, RC 120
BATTCO ENTERPRISES LLC	26	Each	\$82.9200	\$2,155.92	Complete	Duracell, SLI36R, 650 CCA, 120 RC
ALLIED ENERGY AND BATTERY INC	26	Each	\$90.0000	\$2,340.00	Complete	Power Pack, 36R-60PP, CCA 700, RC 110
INTERSTATE ALL BATTERY CENTER	26	Each	\$99.0800	\$2,576.08	Complete	Interstate, MT-36R, CCA 650, RC 130

**Line 006** | SIZE 27F-84 WET OR DRY, COLD CRANKING AMPS 710 MINIMUM, RESERVE CAPACITY 120 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
<u>POORMAN AUTOMOTIVE WAREHOUSE</u>	4	Each	\$74.8600	\$299.44	Complete	Acdelco, 27RPG, CCA 710, RC 165
BATTCO ENTERPRISES LLC	4	Each	\$75.2100	\$300.84	Complete	Duracell, SLI27F, 710 CCA, 120 RC
OREILLY AUTOMOTIVE STORES INC	4	Each	\$86.3800	\$345.52	Complete	Superstart, 27R72, CCA 710, RC 120
ALLIED ENERGY AND	4	Each	\$90.0000	\$360.00	Complete	Power Pack, 27F-60PP,

BATTERY INC CCA 710, RC 120

INTERSTATE ALL BATTERY CENTER 4 Each \$100.1700 \$400.68 Complete Interstate, MTP-27F, CCA 710, RC 135

**Line 007** | SIZE 31 POST WET OR DRY, COLD CRANKING AMPS 950 MINIMUM, RESERVE CAPACITY 175 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	27	Each	\$77.1400	\$2,082.78	Complete	Acdelco, ACD31TP, CCA 950, RC 180
BATTCO ENTERPRISES LLC	27	Each	\$78.6600	\$2,123.82	Complete	Duracell, SLI31PA, 950 CCA, 175 RC
ALLIED ENERGY AND BATTERY INC	27	Each	\$85.0000	\$2,295.00	Complete	Power Pack, 31E-HB, CCA 950, RC 180
OREILLY AUTOMOTIVE STORES INC	27	Each	\$92.1500	\$2,488.05	Complete	Superstart, 31-5, CCA 950, RC 175
INTERSTATE ALL BATTERY CENTER	27	Each	\$107.6900	\$2,907.63	Complete	Interstate, 31P-MHD, CCA 950, RC 195

**Line 008** | SIZE 31 STUD WET OR DRY, COLD CRANKING AMPS 950 MINIMUM, RESERVE CAPACITY 175 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	342	Each	\$77.1400	\$26,381.88	Complete	Acdelco, ACD31TS, CCA 950, RC 180
BATTCO ENTERPRISES LLC	342	Each	\$78.6600	\$26,901.72	Complete	Duracell, SLI31SA, 950 CCA 175 RC
ALLIED ENERGY AND BATTERY INC	342	Each	\$88.0000	\$30,096.00	Complete	Power Pack, 31D-HB, CCA 950, RC 180
OREILLY AUTOMOTIVE STORES INC	342	Each	\$92.1500	\$31,515.30	Complete	Superstart, 31-5T, CCA 950, RC 175
INTERSTATE ALL BATTERY CENTER	342	Each	\$106.1000	\$36,286.20	Complete	Interstate, 31-MHD, CCA 950, RC 195

**Line 009** | SIZE 34-72 WET OR DRY, COLD CRANKING AMPS 660 MINIMUM, RESERVE CAPACITY 100 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	16	Each	\$54.8700	\$877.92	Complete	Acdelco, 34A, CCA 685, RC 100
BATTCO ENTERPRISES LLC	16	Each	\$67.0000	\$1,072.00	Complete	Duracell, SLI34, 690 CCA, 110 RC
ALLIED ENERGY AND BATTERY INC	16	Each	\$70.0000	\$1,120.00	Complete	Power Pack, 34-60PP, CCA 700, RC 110
OREILLY AUTOMOTIVE STORES INC	16	Each	\$79.1600	\$1,266.56	Complete	Superstart, 34-72, CCA 690, RC 110
INTERSTATE ALL BATTERY CENTER	16	Each	\$89.9700	\$1,439.52	Complete	Interstate, MT-34, CCA 700, RC 120

**Line 010** | SIZE 34-84 WET OR DRY, COLD CRANKING AMPS 750 MINIMUM, RESERVE CAPACITY 120 MINIMUM

BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$74.6000	\$298.40	Complete	Acdelco, 34PG, CCA 750, RC 120
BATTCO ENTERPRISES LLC	4	Each	\$75.1100	\$300.44	Complete	Duracell, SLI34M, 850 CCA, 115 RC
ALLIED ENERGY AND BATTERY INC	4	Each	\$90.0000	\$360.00	Complete	Power Pack, 34-84PP, CCA 800, RC 120
INTERSTATE ALL BATTERY CENTER	4	Each	\$100.5400	\$402.16	Complete	Interstate, MTP-34, CCA 800, RC 110
OREILLY AUTOMOTIVE STORES INC	4	Each	\$131.5000	\$526.00	Complete	Superstart, 34PLT, CCA 775, RC 120

Line 011 | SIZE 4D WET OR DRY, COLD CRANKING AMPS 950 MINIMUM, RESERVE CAPACITY 250 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$125.3600	\$501.44	Complete	Acdelco, 759, CCA 950, RC 250
BATTCO ENTERPRISES LLC	4	Each	\$130.3000	\$521.20	Complete	Duracell, SLI4DA, 1050 CCA, 240 RC
OREILLY AUTOMOTIVE STORES INC	4	Each	\$141.5700	\$566.28	Complete	Superstart, 4D3, CCA 1050, RC 290
ALLIED ENERGY AND BATTERY INC	4	Each	\$150.0000	\$600.00	Complete	Power Pack, 4D-HB, CCA 1050, RC 300
INTERSTATE ALL BATTERY CENTER	4	Each	\$175.1000	\$700.40	Complete	Interstate, 4D-XHD, CCA 1000, RC 295

Line 012 | SIZE 4DLT WET OR DRY, COLD CRANKING AMPS 850 MINIMUM, RESERVE CAPACITY 235 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$109.5700	\$438.28	Complete	Acdelco, 4DLTHD, CCA 860, RC 235
BATTCO ENTERPRISES LLC	4	Each	\$122.1700	\$488.68	Complete	Duracell, SLI4DLT, 850 CCA, 240 RC
OREILLY AUTOMOTIVE STORES INC	4	Each	\$126.1900	\$504.76	Complete	Superstart, 4DLT, CCA 850, RC 240
ALLIED ENERGY AND BATTERY INC	4	Each	\$140.0000	\$560.00	Complete	Power Pack, 4DLT-HB, CCA 850, RC 250
INTERSTATE ALL BATTERY CENTER	4	Each	\$160.8500	\$643.40	Complete	Interstate, 4DLT-VHD, CCA 850, RC 250

Line 013 | SIZE 58-72 WET OR DRY, COLD CRANKING AMPS 540 MINIMUM, RESERVE CAPACITY 80 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$53.0300	\$212.12	Complete	Acdelco, 58A, CCA 560, RC 80

BATTCO ENTERPRISES LLC	4	Each	\$59.0800	\$236.32	Complete	Duracell, SLI58, 580 CCA, 85 RC
ALLIED ENERGY AND BATTERY INC	4	Each	\$60.0000	\$240.00	Complete	Power Pack, 58-60PP, CCA 550, RC 80
OREILLY AUTOMOTIVE STORES INC	4	Each	\$78.3900	\$313.56	Complete	Superstart, 58-72, CCA 580, RC 85
INTERSTATE ALL BATTERY CENTER	4	Each	\$83.1900	\$332.76	Complete	Interstate, MT-58, CCA 540, RC 80

**Line 014** | SIZE 65-72 WET OR DRY, COLD CRANKING AMPS 675 MINIMUM, RESERVE CAPACITY 120 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALLIED ENERGY AND BATTERY INC	195	Each	\$60.0000	\$11,700.00	Complete	Power Pack, 65-60PP, CCA 700, RC 140
POORMAN AUTOMOTIVE WAREHOUSE	195	Each	\$60.4100	\$11,779.95	Complete	Acdelco, 65A, CCA 750, RC 120
BATTCO ENTERPRISES LLC	195	Each	\$68.9200	\$13,439.40	Complete	Duracell, SLI65, 675 CCA, 130 RC
OREILLY AUTOMOTIVE STORES INC	195	Each	\$89.2800	\$17,409.60	Complete	Superstart, 65-72, CCA 675, RC 130
INTERSTATE ALL BATTERY CENTER	195	Each	\$98.4000	\$19,188.00	Complete	Interstate, MT-65, CCA 675, RC 130

**Line 015** | SIZE 65-84 WET OR DRY, COLD CRANKING AMPS 850 MINIMUM, RESERVE CAPACITY 150 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	4	Each	\$78.8000	\$315.20	Complete	Duracell, SLI65M, 875 CCA, 150 RC
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$83.3000	\$333.20	Complete	Acdelco, 65PG, CCA 850, RC 150
OREILLY AUTOMOTIVE STORES INC	4	Each	\$97.8000	\$391.20	Complete	Superstart, 65EXT, CCA 850, RC 150
ALLIED ENERGY AND BATTERY INC	4	Each	\$100.0000	\$400.00	Complete	Power Pack, 65-60HDPP, CCA 850, RC 150
INTERSTATE ALL BATTERY CENTER	4	Each	\$109.8800	\$439.52	Complete	Interstate, MTP-65, CCA 850, RC 165

**Line 016** | SIZE 86-72 WET OR DRY, COLD CRANKING AMPS 540 MINIMUM, RESERVE CAPACITY 85 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	30	Each	\$60.0200	\$1,800.60	Complete	Duracell, SLI86, 540 CCA, 85 RC
POORMAN AUTOMOTIVE WAREHOUSE	30	Each	\$67.5000	\$2,025.00	Complete	Acdelco, 86PS, CCA 590, RC 110
ALLIED ENERGY AND BATTERY INC	30	Each	\$70.0000	\$2,100.00	Complete	Power Pack, 86-60PP, CCA 540, RC 85

OREILLY AUTOMOTIVE STORES INC	30	Each	\$82.1900	\$2,465.70	Complete	Superstart, 86-72, CCA 540, RC 85
INTERSTATE ALL BATTERY CENTER	30	Each	\$88.7000	\$2,661.00	Complete	Interstate, MT-86, CCA 525, RC 90

**Line 017** | SIZE 86-84 WET OR DRY, COLD CRANKING AMPS 650 MINIMUM, RESERVE CAPACITY 90 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	4	Each	\$68.2700	\$273.08	Complete	Duracell, SLI86M, 640 CCA, 90 RC
OREILLY AUTOMOTIVE STORES INC	4	Each	\$97.9700	\$391.88	Complete	Superstart, 86EXT, CCA 690, RC 90
ALLIED ENERGY AND BATTERY INC	4	Each	\$100.0000	\$400.00	Complete	Power Pack, 86-84PP, CCA 650, RC 90
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$100.6600	\$402.64	Complete	Acdelco, 86PG, CCA 650, RC 95
INTERSTATE ALL BATTERY CENTER	4	Each	\$139.3800	\$557.52	Complete	Interstate, MTP-86, CCA 640, RC 105

**Line 018** | SIZE 75-72 WET OR DRY, COLD CRANKING AMPS 650 MINIMUM, RESERVE CAPACITY 85 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	9	Each	\$60.8000	\$547.20	Complete	Duracell, SLI75, 650 CCA 85 RC
POORMAN AUTOMOTIVE WAREHOUSE	9	Each	\$68.9200	\$620.28	Complete	Acdelco, 75PS, CCA 650, RC 90
ALLIED ENERGY AND BATTERY INC	9	Each	\$70.0000	\$630.00	Complete	Power Pack, 78-60PP, CCA 650, RC 95
OREILLY AUTOMOTIVE STORES INC	9	Each	\$72.6300	\$653.67	Complete	Superstart, 75-72, CCA 650, RC 85
INTERSTATE ALL BATTERY CENTER	9	Each	\$91.2800	\$821.52	Complete	Interstate, MT-75, CCA 650, RC 93

**Line 019** | SIZE 75-84 WET OR DRY, COLD CRANKING AMPS 690 MINIMUM, RESERVE CAPACITY 90 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	4	Each	\$66.1400	\$264.56	Complete	Duracell, SLI75M, 690 CCA, 90 RC
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$76.0000	\$304.00	Complete	Acdelco, 75PG, CCA 700, RC 95
OREILLY AUTOMOTIVE STORES INC	4	Each	\$78.5000	\$314.00	Complete	Superstart, 75EXT, CCA690, RC 90
ALLIED ENERGY AND BATTERY INC	4	Each	\$90.0000	\$360.00	Complete	Power Pack, 75-84PP, CCA 700, RC 95
INTERSTATE ALL BATTERY CENTER	4	Each	\$97.7600	\$391.04	Complete	Interstate, MTP-75, CCA 700, RC 100

**Line 020** | SIZE 78-72 WET OR DRY, COLD CRANKING AMPS 670 MINIMUM, RESERVE CAPACITY 110 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALLIED ENERGY AND BATTERY INC	86	Each	\$54.0000	\$4,644.00	Complete	Power Pack, 78-60PP, CCA 700, RC 110
POORMAN AUTOMOTIVE WAREHOUSE	86	Each	\$58.5500	\$5,035.30	Complete	Acdelco, 78A, CCA 670, RC 110
BATTCO ENTERPRISES LLC	86	Each	\$62.9800	\$5,416.28	Complete	Duracell, SLI78, 690 CCA, 110 RC
OREILLY AUTOMOTIVE STORES INC	86	Each	\$78.4100	\$6,743.26	Complete	Superstart, 78-72, CCA 690, RC 110
INTERSTATE ALL BATTERY CENTER	86	Each	\$92.1300	\$7,923.18	Complete	Interstate, MT-78, CCA 700, RC 120

**Line 021** | SIZE 78-84 WET OR DRY, COLD CRANKING AMPS 800 MINIMUM, RESERVE CAPACITY 110 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	4	Each	\$70.7500	\$283.00	Complete	Duracell, SLI78M, 850 CCA, 115 RC
POORMAN AUTOMOTIVE WAREHOUSE	4	Each	\$79.1500	\$316.60	Complete	Acdelco, 78PG, CCA 800, RC 110
ALLIED ENERGY AND BATTERY INC	4	Each	\$80.0000	\$320.00	Complete	Power Pack, 78-84HB, CCA 800, RC 120
OREILLY AUTOMOTIVE STORES INC	4	Each	\$89.6200	\$358.48	Complete	Superstart, 78EXT, CCA 850, RC 115
INTERSTATE ALL BATTERY CENTER	4	Each	\$104.7400	\$418.96	Complete	Interstate, MTP-78, CCA 800, RC 110

**Line 022** | SIZE 8D WET OR DRY, COLD CRANKING AMPS 1400 MINIMUM, RESERVE CAPACITY 430 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	10	Each	\$148.0800	\$1,480.80	Complete	Acdelco, 8D14DD, CCA 1400, RC 450
BATTCO ENTERPRISES LLC	10	Each	\$152.1200	\$1,521.20	Complete	Duracell, SLI8DA, 1400 CCA, 430 RC
OREILLY AUTOMOTIVE STORES INC	10	Each	\$176.7600	\$1,767.60	Complete	Superstart, 8DFT, CCA 1425, RC 440
ALLIED ENERGY AND BATTERY INC	10	Each	\$190.0000	\$1,900.00	Complete	Power Pack, 8D-HB, CCA 1400, RC 430
INTERSTATE ALL BATTERY CENTER	10	Each	\$198.3400	\$1,983.40	Complete	Interstate, 8D-MHD, CCA 1400, RC 450

**Line 023** | SIZE 94R-72 WET OR DRY, COLD CRANKING AMPS 765 MINIMUM, RESERVE CAPACITY 135 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	10	Each	\$98.8400	\$988.40	Complete	Acdelco, 94RPS, CCA 765, RC 140

ALLIED ENERGY AND BATTERY INC	10	Each	\$100.0000	\$1,000.00	Complete	Power Pack, 94R-60PP, CCA 765, RC 135
BATTCO ENTERPRISES LLC	10	Each	\$122.7900	\$1,227.90	Complete	Duracell, SLI94RH7M, 765 CCA, 135 RC
OREILLY AUTOMOTIVE STORES INC	10	Each	\$130.1800	\$1,301.80	Complete	Superstart, 94REXT, CCA 765, RC 135
INTERSTATE ALL BATTERY CENTER	10	Each	\$133.7900	\$1,337.90	Complete	Interstate, MTP-94RH7, CCA 790, RC 130

**Line 024** | SIZE 48-84 WET OR DRY, COLD CRANKING AMPS 760 MINIMUM, RESERVE CAPACITY 120 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	40	Each	\$88.5100	\$3,540.40	Complete	Acdelco, 48PG, CCA 770, RC 120
BATTCO ENTERPRISES LLC	40	Each	\$88.9700	\$3,558.80	Complete	Duracell, SLI48H6M, 730 CCA, 120 RC
ALLIED ENERGY AND BATTERY INC	40	Each	\$100.0000	\$4,000.00	Complete	Power Pack, 48-84HB, CCA 770, RC 120
INTERSTATE ALL BATTERY CENTER	40	Each	\$117.5900	\$4,703.60	Complete	Interstate, MTP-48H6, CCA 730, RC 115
OREILLY AUTOMOTIVE STORES INC	40	Each	\$137.6500	\$5,506.00	Complete	Superstart, 48PLT, CCA 760, RC 120

**Line 025** | SIZE 151R-72 WET OR DRY, COLD CRANKING AMPS 335 MINIMUM, RESERVE CAPACITY 55 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	8	Each	\$52.4600	\$419.68	Complete	Acdelco, 151RPS, CCA 335, RC 55
ALLIED ENERGY AND BATTERY INC	8	Each	\$55.0000	\$440.00	Complete	Power Pack, 151R-12PP, CCA 335, RC 55
BATTCO ENTERPRISES LLC	8	Each	\$57.2000	\$457.60	Complete	Duracell, SLI151R, 335 CCA 55 RC
OREILLY AUTOMOTIVE STORES INC	8	Each	\$110.8700	\$886.96	Complete	Superstart, 151REXT, CCA 375, RC 55
INTERSTATE ALL BATTERY CENTER	8	Each	\$112.9200	\$903.36	Complete	Interstate, MT-151R, CCA 340, RC 57

**Line 026** | SIZE 93-72 WET OR DRY, COLD CRANKING AMPS 800 MINIMUM, RESERVE CAPACITY 130 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POORMAN AUTOMOTIVE WAREHOUSE	10	Each	\$87.8400	\$878.40	Complete	Acdelco, 93PS, CCA 825, RC 130
BATTCO ENTERPRISES LLC	10	Each	\$92.4500	\$924.50	Complete	Duracell, SLI93T8, 800 CCA, 130 RC
ALLIED ENERGY AND BATTERY INC	10	Each	\$100.0000	\$1,000.00	Complete	Power Pack, 93-60PP, CCA 800, RC 130

OREILLY AUTOMOTIVE STORES INC	10	Each	\$100.0300	\$1,000.30	Complete	Superstart, 93EXT, CCA 800, RC 130
INTERSTATE ALL BATTERY CENTER	10	Each	\$133.6200	\$1,336.20	Complete	Interstate, MTP-49H8, CCA 730, RC 175

**Line 027** | SIZE 96R-72 WET OR DRY, COLD CRANKING AMPS 590 MINIMUM, RESERVE CAPACITY 90 MINIMUM  
 BRAND: \_\_\_\_\_ BATTERY NO.: \_\_\_\_\_ CCA: \_\_\_\_\_ RC: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
BATTCO ENTERPRISES LLC	15	Each	\$78.9400	\$1,184.10	Complete	Duracell, SLI96R, 600 CCA, 90 RC
POORMAN AUTOMOTIVE WAREHOUSE	15	Each	\$81.6700	\$1,225.05	Complete	Accelco, 96RPS, CCA 590, RC 95
ALLIED ENERGY AND BATTERY INC	15	Each	\$85.0000	\$1,275.00	Complete	Power Pack, 96R-60P, CCA 600, RC 90
OREILLY AUTOMOTIVE STORES INC	15	Each	\$88.9700	\$1,334.55	Complete	Superstart, 96R72, CCA 600, RC 90
INTERSTATE ALL BATTERY CENTER	15	Each	\$105.4700	\$1,582.05	Complete	Interstate, MTP-96R, CCA 590, RC 95

**Line 028** | OPTION 1: LESS JUNK ALLOWANCE; SIZE 4DLT, 4D, 8D

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INTERSTATE ALL BATTERY CENTER	18	Each	(\$50.0000)	(\$900.00)	Complete	
POORMAN AUTOMOTIVE WAREHOUSE	18	Each	(\$27.0000)	(\$486.00)	Complete	
BATTCO ENTERPRISES LLC	18	Each	(\$16.0000)	(\$288.00)	Complete	
ALLIED ENERGY AND BATTERY INC	18	Each	(\$10.0000)	(\$180.00)	Complete	
OREILLY AUTOMOTIVE STORES INC	18	Each	\$0.0000	\$0.00	Complete	

**Line 029** | OPTION 2: LESS JUNK ALLOWANCE; SIZE 24/24F, 26, 27/27F, 31, 34, 36, 58, 65, 75, 78, 86, 26R, 94R, 48, 151R, 93, 96R

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALLIED ENERGY AND BATTERY INC	861	Each	(\$20.0000)	(\$17,220.00)	Complete	
POORMAN AUTOMOTIVE WAREHOUSE	861	Each	(\$17.0000)	(\$14,637.00)	Complete	
INTERSTATE ALL BATTERY CENTER	861	Each	(\$16.0000)	(\$13,776.00)	Complete	
BATTCO ENTERPRISES LLC	861	Each	(\$8.0000)	(\$6,888.00)	Complete	
OREILLY AUTOMOTIVE STORES INC	861	Each	\$0.0000	\$0.00	Complete	

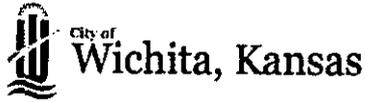
**Line 030** | OPTION 3: NOTE THE PERCENTAGE DISCOUNT ALLOWED: \_\_\_\_\_ % PRICE SHEET NO. AND

DATE: \_\_\_\_\_ WE WILL \_\_\_\_\_ WILL NOT \_\_\_\_\_, EXTEND THE SAME PRICE FOR PURCHASES MADE BY THE WICHITA BOARD OF EDUCATION, WICHITA STATE UNIVERSITY AND SEDGWICK COUNTY.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ALLIED ENERGY AND BATTERY INC	1	Percentage	\$0.0000	\$0.00	Complete	Zero percent discount, price sheet no 101010 date 2-1-2015
BATTCO ENTERPRISES LLC	1	Percentage	\$0.0000	\$0.00	Complete	15 discount
POORMAN AUTOMOTIVE WAREHOUSE	1	Percentage	\$0.0000	\$0.00	Complete	No percentage discount noted
OREILLY AUTOMOTIVE STORES INC	1	Percentage	\$10.0000	\$10.00	Complete	10 Percent discount allowed price sheet no SSB-ALL date 3-10-15
INTERSTATE ALL BATTERY CENTER	1	Percentage	\$20.0000	\$20.00	Complete	20 Percent discount allowed price sheet US Auto date 11-14

Top of the Page





**BID RESULTS**

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

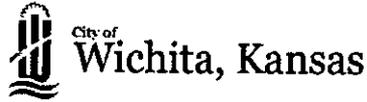
This page summarizes vendor responses by the bid total. Awarded vendors will be notified of their respective purchase orders/contracts.

**Vendor Group Line**  
**Solicitation:** FB540046      **Ammunition**      **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Police Department      **Responses:** 4

Vendors	Complete	Bid Total	City Comments
ACCURACY INC	Complete	\$138,516.00	Award 3/24/2015 Groups 1-5 Police Department/Training Division
SIMMONS GUN SPECIALTIES INC	Complete	\$140,100.00	
GT DISTRIBUTORS INC	Complete	\$201,606.40	
RAY O'HERRON CO., INC.	Partial	\$139,900.00	

[Top of the Page](#)





**BID RESULTS**

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

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

**Vendor Group Line**  
**Solicitation:** FB540046      **Ammunition**      **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Police Department      **Responses:** 4  
**Go to:** 1

**Group 1**

Vendors	Complete	Group Total Net Bid
ACCURACY INC	Complete	\$12,112.00
SIMMONS GUN SPECIALTIES INC	Complete	\$12,200.00
GT DISTRIBUTORS INC	Complete	\$17,420.80
RAY O'HERRON CO., INC.	In-Complete	\$0.00

[Top of the Page](#)

**Group 2**

Vendors	Complete	Group Total Net Bid
ACCURACY INC	Complete	\$89,800.00
SIMMONS GUN SPECIALTIES INC	Complete	\$90,500.00
RAY O'HERRON CO., INC.	Complete	\$95,500.00
GT DISTRIBUTORS INC	Complete	\$140,200.00

[Top of the Page](#)

**Group 3**

Vendors	Complete	Group Total Net Bid
ACCURACY INC	Complete	\$30,950.00
SIMMONS GUN SPECIALTIES INC	Complete	\$31,600.00
GT DISTRIBUTORS INC	Complete	\$35,806.00
RAY O'HERRON CO., INC.	Complete	\$44,400.00

[Top of the Page](#)

**Group 4**

Vendors	Complete	Group Total Net Bid
ACCURACY INC	Complete	\$4,215.00
SIMMONS GUN SPECIALTIES INC	Complete	\$4,320.00
GT DISTRIBUTORS INC	Complete	\$6,344.20
RAY O'HERRON CO., INC.	In-Complete	\$0.00

Top of the Page

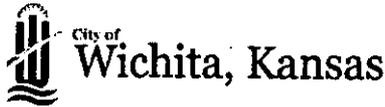
**Group 5**

Vendors	Complete	Group Total Net Bid
ACCURACY INC	Complete	\$1,439.00
SIMMONS GUN SPECIALTIES INC	Complete	\$1,480.00
GT DISTRIBUTORS INC	Complete	\$1,835.40
RAY O'HERRON CO., INC.	In-Complete	\$0.00

Top of the Page



EXHIBIT E



**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:** FB540046      **Ammunition**      **Close Date/Time:** 3/20/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Police Department      **Responses:** 4  
**Go to:** 001

**Line 001** | Speer Gold Dot 9mm Duty Ammunition - NO SUBSTITUTIONS 40 Cases (1,000 rds per case), 9 mm 124 grain+P GDHP

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ACCURACY INC	40	Case	\$302.8000	\$12,112.00	Complete	SPEER 53617
SIMMONS GUN SPECIALTIES INC	40	Case	\$305.0000	\$12,200.00	Complete	Speer 53617
GT DISTRIBUTORS INC	40	Case	\$435.5200	\$17,420.80	Complete	DELIVERY 120-180 DAYS ARO
RAY O'HERRON CO., INC.					No Bid.	

**Line 002** | 9mm FMJ Practice Ammunition 500 cases (1,000 rds per case) 9mm 124 grain FMJ practice ammunition 9 mm Luger 124 grain F.M.J. (Full Metal Jacket) Manufactured Ammunition with new brass metal cases. The ammunition should have an accuracy capable of 4" groups at 25 yards in the Glock, Model 17or 19 Handguns. Suitable ammunition would be manufactured by Speer, Federal, Remington, Winchester, Hornady or approved equal and must meet or exceed SAAMI specifications. Ammunition manufacturer is liable for any personal injury or property damage related to defective ammunition. Manufacturer \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ACCURACY INC	500	Case	\$179.6000	\$89,800.00	Complete	SPEER LAWMAN 53651
SIMMONS GUN SPECIALTIES INC	500	Case	\$181.0000	\$90,500.00	Complete	Speer 53651
RAY O'HERRON CO., INC.	500	Case	\$191.0000	\$95,500.00	Complete	Winchester - USA9MM \$191.00 per 1,000rds Packaged in 500rd Cases
GT DISTRIBUTORS INC	500	Case	\$280.4000	\$140,200.00	Complete	DELIVERY 120-180 DAYS ARO HORNADY 90238 - CASE 500 (PRICE PER 1,000 FOR BID)

**Line 003** | Federal .223 Practice Ammunition 200 cases (500 rds per case) Federal .223 Caliber 62 grain FMJ Practice Ammunition .223 Caliber 62 grain F.M.J. (Full Metal Jacket) Manufactured Ammunition with new brass metal cases. The ammunition should have an accuracy capable of 2" groups at 100 yards in the Colt, Remington, Bushmaster, or comparable brand AR weapons platform. Suitable ammunition would be manufactured by Speer, Federal, Remington, Winchester, Hornady or approved equal and must meet or exceed SAAMI specifications. Ammunition manufacturer is liable for any personal injury or property damage related to defective ammunition. Manufacturer \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ACCURACY INC	200	Case	\$154.7500	\$30,950.00	Complete	FEDERAL AE223N, CASE IS 500 ROUNDS

EXHIBIT E

SIMMONS GUN SPECIALTIES INC	200	Case	\$158.0000	\$31,600.00	Complete	Federal AE223N
GT DISTRIBUTORS INC	200	Case	\$179.0300	\$35,806.00	Complete	DELIVERY 120-180 DAYS ARO HORNADY 80275 (500 PER CASE) .223 55GR
RAY O'HERRON CO., INC.	200	Case	\$222.0000	\$44,400.00	Complete	Winchester USA223R3 \$222.00 per 500rds Packaged in 1,000rd Cases

**Line 004** | Speer Gold Dot .223 Duty Ammunition - NO SUBSTITUTIONS 20 cases (500 rds per case) Speer .223 Caliber 64 grain Gold Dot Duty Ammunition

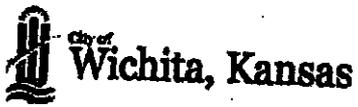
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ACCURACY INC	20	Case	\$210.7500	\$4,215.00	Complete	SPEER 24448
SIMMONS GUN SPECIALTIES INC	20	Case	\$216.0000	\$4,320.00	Complete	24448
GT DISTRIBUTORS INC	20	Case	\$317.2100	\$6,344.20	Complete	DELIVERY 120-180 DAYS ARO
RAY O'HERRON CO., INC.					No Bid.	

**Line 005** | Federal .308 Sniper Duty Ammunition - NO SUBSTITUTIONS 10 cases (200 rds per case) Federal .308 Win. 168 grain Sierra Matchking BTHP

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ACCURACY INC	10	Case	\$143.9000	\$1,439.00	Complete	FEDERAL GM308M
SIMMONS GUN SPECIALTIES INC	10	Case	\$148.0000	\$1,480.00	Complete	GM308M
GT DISTRIBUTORS INC	10	Case	\$183.5400	\$1,835.40	Complete	DELIVERY 120-180 DAYS ARO
RAY O'HERRON CO., INC.					No Bid.	

Top of the Page





# BID RESULTS

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

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

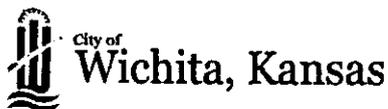
Vendor Group Line  
 Solicitation: 20,000 GVW Step Van/58,000 GVWR Dump Trk  
 FB440227  
 Close Date/Time: 12/5/2014 10:00 AM CST  
 Solicitation Type: Formal Bid  
 Award Method: Group  
 Department: Public Works Fleet & Facilities  
 Return to the Bid List  
 Responses: 2

Vendors	Complete	Bid Total	City Comments
OMAHA TRUCK CENTER dba Truck Center Companies	Complete	\$232,802.00	Award 12-9-14 Group 1 Base Bid with Option 1 & 2 PW&U/ Fleet & Facilities Div
ROBERTS TRUCK CENTER LLC dba Summit Truck Group	Partial	\$93,492.00	Award 12-9-14 Group 2 Base Bid with Options 1-3 PW&U/Fleet & Facilities Div

[Top of the Page](#)

\*Award 3-24-15 Group 1 Base Bid with Option 1 & 2 Three (3) Additional Step Vans at Same Unit Cost for a Total Cost of \$410,223.00





**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:** 20,000 GVW Step Van/58,000 GVWR Dump Trk   **Close Date/Time:** 12/5/2014 10:00 AM CST  
 FB440227  
**Solicitation Type:** Formal Bid   **Return to the Bid List**  
**Award Method:** Group  
**Department:** Public Works Fleet & Facilities   **Responses:** 2  
**Go to:**

**Line 001** | Group 1- Base Bid: New Current Model 20,000 GVW Step Van Manufacturer: \_\_\_\_\_  
 Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	\$105,927.0000	\$105,927.00	Complete	Freightliner MT 55 2015
ROBERTS TRUCK CENTER LLC					No Bid.	

**Line 002** | Group 1- Option 1: Compressor

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	\$15,951.0000	\$15,951.00	Complete	
ROBERTS TRUCK CENTER LLC					No Bid.	

**Line 003** | Group 1- Option 2: Custom Shelving Package. Lump Sum Amount.

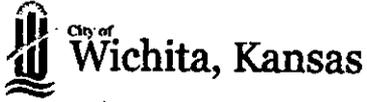
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Lump Sum	\$14,863.0000	\$14,863.00	Complete	
ROBERTS TRUCK CENTER LLC					No Bid.	

**Line 004** | Group 1- Option 3: Trade-In Allowance for One (1) 2006 Freightliner MT55 Step Van, City ID No. 001248, Serial No. 4UZAARBW06CX13555.. Deduct Amount.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OMAHA TRUCK CENTER	1	Each	(\$3,800.0000)	(\$3,800.00)	Complete	
ROBERTS TRUCK CENTER LLC					No Bid.	

**Line 005** | Group 2- Base Bid: New Current Model 58,000 GVWR Cab & Chassis with New Current Model Twelve (12) Cubic Yard Dump Bed with Fourteen (14) Cubic Yard Ends to be Installed Complete (Supplement A) Cab & Chassis  
 Manufacturer: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
---------	-----	-----	-------	---------------	----------	----------



**BID RESULTS**

[Registration](#)

[Solicitations](#)

[Document Inquiry](#)

[Login](#)

[Help](#)

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

**Vendor Group Line**

**Solicitation:** FB440224 **Rubber Tired Tractor-Backhoe/Loader** **Close Date/Time:** 12/12/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Water Distribution

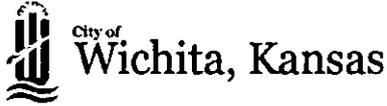
**Responses:** 3

Vendors	Complete	Bid Total	City Comments
SELLERS EQUIPMENT INC	Complete	\$176,226.00	Does not meet specifications
MCCULLOUGH ENTERPRISES	Complete	\$183,454.00	* Award 12/16/2014 Base Bid w/Opt 1,2,4,5 Public Works & Utilities Dept/Water Distribution Div
FOLEY EQUIPMENT CO INC	Complete	\$184,239.98	

[Top of the Page](#)

\*Award 3-24-15 Base Bid with Options 1,2,4,5 & 6 Two (2) Additional Units at Same Unit Cost for a Total Cost of \$181,300 Public Works & Utilities Department/Water Distribution Division





**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:** FB440224 **Rubber Tired Tractor-Backhoe/Loader** **Close Date/Time:** 12/12/2014 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Aggregate Cost

**Department:** Water Distribution

**Responses:** 3

**Go to:** 001

**Line 001** | Base Bid: New Unused Current Model Rubber Tired Tractor-Loader/Backhoe  
 Manufacturer \_\_\_\_\_ Model \_\_\_\_\_ Year \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
SELLERS EQUIPMENT INC	2	Each	\$79,681.0000	\$159,362.00	Complete	JCB 3CX-14 Super 2015
FOLEY EQUIPMENT CO INC	2	Each	\$82,630.4800	\$165,260.96	Complete	Caterpillar 416F2 Backhoe Loader.
MCCULLOUGH ENTERPRISES	2	Each	\$89,704.0000	\$179,408.00	Complete	New Holland B95CTC 2014-2015

**Line 002** | OPTION # 1: Four Wheel Drive

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	1	Each	\$0.0000	\$0.00	Complete	standard
SELLERS EQUIPMENT INC	1	Each	\$0.0000	\$0.00	Complete	Standard No Charge
FOLEY EQUIPMENT CO INC	1	Each	\$7,060.2500	\$7,060.25	Complete	

**Line 003** | OPTION # 2: Quick Disconnect Loader Bucket

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	1	Each	\$0.0000	\$0.00	Complete	standard
SELLERS EQUIPMENT INC	1	Each	\$6,875.0000	\$6,875.00	Complete	
FOLEY EQUIPMENT CO INC	1	Each	\$7,683.7700	\$7,683.77	Complete	

**Line 004** | OPTION # 3: 48" Quick Disconnect Loader Forks

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	\$2,478.3900	\$2,478.39	Complete	
SELLERS EQUIPMENT	1	Each	\$2,610.0000	\$2,610.00	Complete	

INC

MCCULLOUGH ENTERPRISES	1	Each	\$3,100.0000	\$3,100.00	Complete
------------------------	---	------	--------------	------------	----------

**Line 005** | OPTION # 4: Additional Warranty: 2 Year / 2,000 Hour Warranty on the Hydraulic System and the Powertrain to Include Parts and Labor in Addition to the Standard Warranty for Coverage for a Minimum of 3 Year / 3,000 Hours

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	\$791.1400	\$791.14	Complete	
MCCULLOUGH ENTERPRISES	1	Each	\$946.0000	\$946.00	Complete	
SELLERS EQUIPMENT INC	1	Each	\$1,500.0000	\$1,500.00	Complete	

**Line 006** | OPTION # 5: 2-Lever Pilot Controls with Pattern Changer for Backhoe

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	1	Each	\$0.0000	\$0.00	Complete	standard
FOLEY EQUIPMENT CO INC	1	Each	\$0.0000	\$0.00	Complete	Included in the price.
SELLERS EQUIPMENT INC	1	Each	\$3,724.0000	\$3,724.00	Complete	

**Line 007** | OPTION # 6: Glide Ride-Reduces Bucket Spill When Travelling Over Rough Terrain

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
MCCULLOUGH ENTERPRISES	1	Each	\$0.0000	\$0.00	Complete	standard
FOLEY EQUIPMENT CO INC	1	Each	\$965.4700	\$965.47	Complete	
SELLERS EQUIPMENT INC	1	Each	\$2,155.0000	\$2,155.00	Complete	

Top of the Page



**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL MARCH 24, 2015**

- a. Schweiter Bikeway - Phase I (Ash Street & Rivera to Central & Poplar) (87TE-0620-01/472-85112/707055/211516) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$169,852.00
- b. 2015 Outsourced Maintenance Preservative Seal (Various locations) (472-85204/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - \$315,788.00
- c. 2015 Outsourced Maintenance Street Repairs Phase 1 (Various locations) (472-85199/132726/636246/620701/133116/132726/771633/664006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - \$421,113.00
- d. 2015 Outsourced Maintenance Slurry Seal, Microsurfacing, Scrub Seal and Fiber Reinforced Microsurfacing (north of 63rd St South, east of 135th St West) (472-85201/132726/) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,VI) - \$1,601,651.30
- e. Planeview Area Sanitary Sewer Improvements/2015 Phase 1 (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
- f. Water Distribution System to serve Falcon Falls 5th Addition (north of 45th Street North, west of Hillside) (448-90650/735521/470194) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$38,000.00
- g. 2015 Outsourced Maintenance Street Repairs Phase 2 (Various Locations) (472-85200/132726/636246/620701/133116/132726/771633/664006/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I,IV,VI) - \$315,114.50
- h. Water Distribution System to serve The Steppes at Ark Valley Addition (north of Harry, east of 127th Street) (448-90642/735519/470192) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$84,000.00
- i. Lateral 11, Main 18, Four Mile Creek Sewer to serve The Steppes at Ark Valley Addition (north of Harry, east of 127th Street) (468-84979/744377/480069) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$177,000.00
- j. Storm Water Sewer #689 to serve Tyler's Landing 5th Addition (east of Tyler, south of 37th Street North) (468-85007/751532/485423) Does not affect existing traffic. (District V) - \$110,000.00

**PRELIMINARY ESTIMATE of the cost of:**

Schweiter Bikeway – Phase I  
(Ash Street & Rivera to Central & Poplar)

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

**LUMP SUM BID ITEMS**

1 Mobilization	1	LS
2 Signing	1	LS
3 Traffic Control	1	LS

**MEASURED QUANTITY BID ITEMS (TRAFFIC)**

4 Curb Removal	12	lf
5 Concrete &/or Asphalt Pavement Rem'd	9	sy
6 Sign Relocate	1	ea
7 Wheelchair Ramp w/Detectable Warnings	1	ea
8 Sidewalk Construction (5")(AE)	271	sf
9 Pavement Marking (Multi-component)(Sharrows)	71	ea
10 Pavement Marking (Green w/Sharrows)	6	ea
11 Pavement Marking (Multi-component)(White)(4")	356	lf
12 Pavement Marking (Multi-component)(White)(12")	20	lf
13 Pavement Marking (Multi-component)(White)(24")	168	lf

**Construction Subtotal**

- Design Fee
- Engineering & Inspection
- Administration
- Publication
- MPO Fee
- Grant Match

**Total Estimated Cost**

\$169,852.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
FOR Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

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

211516 (707055) 87TE-0620-01/472-85112

Page \_\_\_\_\_

EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**  
2015 Outsourced Maintenance Preservative Seal  
(Various locations)

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

<b>MEASURED QUANTITY BID ITEMS (132726)</b>		
1	Pavement Preservative Seal (w/Pre-Sweeping)	265,200 sy
<b>Add Alternate 1</b>		
<b>MEASURED QUANTITY BID ITEMS (132726)</b>		
2	Post Sweeping	265,200 sy

**Construction Subtotal** \_\_\_\_\_ 0.00

- Engineering & Inspection
- Administration
- Publication
- Water Dept
- Contingency

**Total Estimated Cost** \_\_\_\_\_ \$315,788.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
for Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

(132726) 472-85204

Page \_\_\_\_\_

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

EXHIBIT \_\_\_\_\_

To be Bid:

March 6, 2015

**PRELIMINARY ESTIMATE of the cost of:**  
 2015 Outsourced Maintenance Street Repairs Phase 1  
 (Various Locations)

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

<b>Measured Quantity Bid Items (132726)</b>		
1	Comb. Curb & Gutter Repair	7,100 lf
2	6" Reinf Concr. Base Repair	530 sy
3	2" Partial Depth Asphalt Repair	450 tn
4	Full Depth Asphalt Repair	350 tn
5	Wheelchair Ramp Construction w/Det. Warn.	4 ea
6	6" Concr. Driveway Repair	1,820 sf
7	7" Reinf Concr. Valley Gutter Repair	700 sy
8	4" Sidewalk Rem & Repl	300 sf
9	Crushed Rock	100 tn
10	Thermal Crack Repair (Standard Duty)(2.5' wide)	500 lf
<b>Measured Quantity Bid Items (636246)</b>		
11	Valve Box Adjustment	4 ea
<b>Measured Quantity Bid Items (620701)</b>		
12	Adj. SS MH using New Ring & Lid	4 ea
13	Adj. SS MH using New Ring & Lid (Wide Flange)	2 ea
14	Adj. SS MH Ring & Lid	4 ea
<b>Measured Quantity Bid Items (133116)</b>		
15	SWS Manhole Adjustment w/new Ring & Lid	2 ea
16	Adj. SWS MH using new Ring & Lid (Wide Flange)	2 ea
17	Adj. SWS MH Ring & Lid only	2 ea

**Construction Subtotal** \_\_\_\_\_

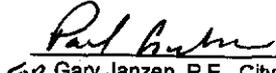
Engineering & Inspection  
 Administration  
 Publication  
 Contingency

**Total Estimated Cost** \_\_\_\_\_

**\$421,113.00**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 FOR Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

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

132726/771633/664006/133116 (132726/636246/620701/133116) 472-85199

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**  
2015 Outsourced Maintenance Slurry Seal, Microsurfacing, Scrub Seal  
and Fiber Reinforced Microsurfacing

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

<b>MEASURED QUANTITY BID ITEMS (132726)</b>		
1	Micro-Surfacing, Residential (19-21 lbs/sy)	93,039 sy
2	Fiber Reinforced Micro-Surfacing, Residential (19-21 lbs/sy)	102,068 sy
3	Fiber Reinforced Micro-Surfacing, Arterial (24-26 lbs/sy)	150,559 sy
4	Slurry Seal (18-20 lbs/sy)	56,643 sy
5	Scrub Seal	183,513 sy
6	6" Yellow or White Paint Pavement Markings	32,000 lf
7	12" Yellow or White Paint Pavement Markings	2,200 lf
8	24" Yellow or White Paint Pavement Markings	500 lf
9	Turn Arrow Paint Pavement Markings	26 ea
10	4" Yellow or White Paint Pavement Markings	46,000 lf

**Construction Subtotal** \_\_\_\_\_

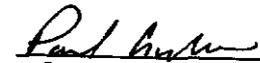
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost** \_\_\_\_\_

**\$1,601,651.30**

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
For Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

(132726) 472-85201

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

Page \_\_\_\_\_

EXHIBIT

**PRELIMINARY ESTIMATE of the cost of:**  
 Planeview Area Sanitary Sewer Improvements / 2015 Phase 1  
 (north of 31st Street South, east of Hillside)

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

<b>MEASURED QUANTITY BID ITEMS (624101)</b>		
1	Pipe, SS 8"	1,619 lf
2	Pipe Removed (6" or 8")	1,619 lf
3	MH, Shallow SS (4')	3 ea
4	MH, Standard SS (4')	7 ea
5	MH, Outside Drop Constructed (or Reconstr.	4 ea
6	Concrete Sidewalk Removed & Replaced	12 lf
7	Service Reconnection, Sewer (4")	37 ea
8	Service Reconnection, Sewer (6")	1 ea
9	Service Connection Replaced	5 ea
10	Site Clearing	1 LS
11	Site Restoration	1 LS
12	BMP, Silt Fence	40 lf
13	BMP, Construction Entrance	1 ea
14	BMP, Erosion Control Mat	40 sy
15	BMP, Back of Curb Protection	20 lf
16	BMP, Curb Inlet Protection	1 ea

**Construction Subtotal**

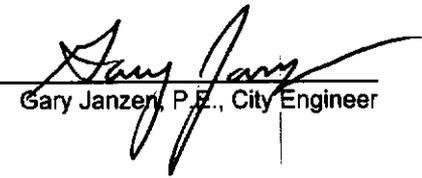
- Engineering & Inspection
- Administration
- Publication
- Planeview SS Improvements (prior phases)
- Planeview SS Improvements (future phase)

**Total Estimated Cost**

\$956,000.00

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

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

To be Bid: March 13, 2015

**PRELIMINARY ESTIMATE of the cost of:**  
 Water Distribution System to serve Falcon Falls 5th Addition  
 (north of 45th Street North, west of Hillside)

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

**LUMP SUM BID ITEMS**

1	Pipe, WL 6"	330	lf
2	Pipe, WL 8"	395	lf
3	Fire Hydrant Assembly	1	ea
4	Valve Assembly, Blowoff	1	ea
5	Site Clearing	1	LS
6	Site Restoration	1	LS
7	Maintain Existing BMPs	1	LS
8	Seeding	1	LS
9	Fill, Protective	290	lf

**MEASURED QUANTITY BID ITEMS**

10	BMP, Construction Entrance	1	ea
11	BMP, Curb Inlet Protection	2	ea

**Construction Subtotal** \_\_\_\_\_

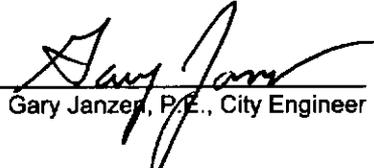
Design Fee  
 Engineering & Inspection  
 Administration  
 Publication  
 Water Department Taps

**Total Estimated Cost** \_\_\_\_\_

**\$38,000.00**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

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

**PRELIMINARY ESTIMATE of the cost of:**  
 2015 Outsourced Maintenance Street Repairs Phase 2  
 (Various Locations)

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

<b>Measured Quantity Bid Items (132726)</b>		
1	Comb. Curb & Gutter Repair	2,500 lf
2	8" Reinf. Concr. Base Repair	900 sy
3	2" Partial Depth Asphalt Repair	750 tn
4	Wheelchair Ramp Construction w/Det. Warn.	6 ea
5	6" Concr. Driveway Repair	800 sf
6	7" Reinf. Concr. Valley Gutter Repair	300 sy
7	4" Sidewalk Rem & Repl	450 sf
8	Crushed Rock	100 tn
9	Thermal Crack Repair (Heavy Duty)(2.5' wide)	800 lf
10	Thermal Crack Repair (Standard Duty)(2.5' wide)	200 lf
<b>Measured Quantity Bid Items (636246)</b>		
11	Valve box adjustment	4 ea
<b>Measured Quantity Bid Items (620701)</b>		
12	Adj. SS MH using New Ring & Lid	4 ea
13	Adj. SS MH using New Ring & Lid (Wide Flange)	2 ea
14	Adj. SS MH Ring & Lid	4 ea
<b>Measured Quantity Bid Items (133116)</b>		
15	SWS Manhole Adjustment w/new Ring & Lid	2 ea
16	Adj. SWS MH using new Ring & Lid (Wide Flange)	2 ea
17	Adj. SWS MH Ring & Lid only	2 ea

**Construction Subtotal** \_\_\_\_\_

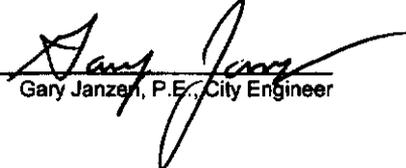
Engineering & Inspection  
 Administration  
 Publication  
 Contingency

**Total Estimated Cost** \_\_\_\_\_

**\$315,114.50**

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

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

132726/771633/664006/133116 (132726/636246/620701/133116) 472-85200

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

To be Bid: March 13, 2015

**PRELIMINARY ESTIMATE of the cost of:**

Water Distribution System to serve The Steppes at Ark Valley Addition  
(north of Harry, east of 127th Street)

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

**LUMP SUM BID ITEMS**

1	Pipe, WL 8"	1,906	lf
2	Pipe, DI CL WL 8"	65	lf
3	Fire Hydrant Assembly	4	ea
4	Valve Assembly, 8"	2	ea
5	AC Pavement Removed & Replaced	64	lf
6	Site Clearing	1	LS
7	Site Restoration	1	LS
8	Seeding	1	LS

**MEASURED QUANTITY BID ITEMS**

9	BMP, Construction Entrance	1	ea
10	BMP, Silt Fence	2,470	lf

**LUMP SUM BID ITEMS**

11	Private Service Line Replaced	1	ea
----	-------------------------------	---	----

**Construction Subtotal** \_\_\_\_\_

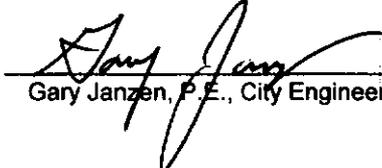
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Water Department Taps

**Total Estimated Cost** \_\_\_\_\_

**\$84,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

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

**PRELIMINARY ESTIMATE of the cost of:**

Lateral 11, Main 18, Four Mile Creek Sewer to serve The Steppes at Ark Valley Addition  
(north of Harry, east of 127th Street)

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

**LUMP SUM BID ITEMS**

1	Pipe, SS 8"	3,373	lf
2	Air Testing, SS Pipe	3,373	lf
3	MH, Connect to Existing	2	ea
4	MH, Standard SS (4')	16	ea
5	Fill, Flowable	102	lf
6	Grading, Easement	1	LS
7	Seeding	1	LS
8	Site Clearing	1	LS
9	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS**

10	BMP, Construction Entrance	1	ea
11	BMP, Silt Fence	2,470	lf

**LUMP SUM BID ITEMS**

12	MH, Standard SS (5')	1	ea
13	Riser Assembly 4", Vertical	1	ea

**Construction Subtotal**

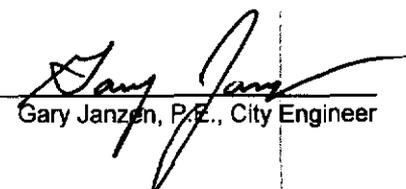
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

**Total Estimated Cost**

\$177,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

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

**PRELIMINARY ESTIMATE of the cost of:**

Storm Water Sewer #689 to serve Tyler's Landing 5th Addition  
(east of Tyler, south of 37th Street North)

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

<b>LUMP SUM BID ITEMS</b>		
1	Pipe, SWS 18"	304 lf
2	Inlet, Curb (Type 1A) (L=5' W=3')	1 ea
3	Inlet, Drop (Double)	1 ea
4	Inlet, Drop, Special	5 ea
5	MH, Standard SWS (4')	2 ea
6	Maintain Existing BMPs	1 LS
7	Grading, Easement	1 LS
8	Seeding	1 LS
9	Site Clearing	1 LS
10	Site Restoration	1 LS
<b>MEASURED QUANTITY BID ITEMS</b>		
11	BMP, Curb Inlet Protection	1 ea
12	BMP, Drop Inlet Protection	6 ea

**Construction Subtotal**

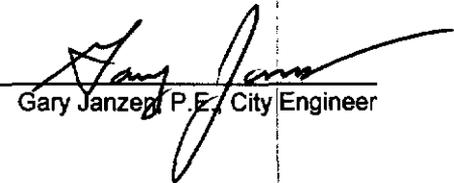
Design Fee  
Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost**

\$110,000.00

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
Gary Janzen P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
(DATE)

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

**Following are easements and dedications for City Council on March 24, 2015**

The following deeds and easements have been recorded:

**Sanitary Sewer Easement from RDX Rental Properties LLC dated February 3, 2015 for a tract of land lying in Lot 16, Walnut Grove, Sedgwick County, Kansas No Cost to City**

The following dedication needs to be recorded:

**Right of Way Dedication from Fly High, Inc, dated March 14, 2015 for a tract of land lying in Hoover Industrial Park Addition, Sedgwick County, Kansas (OCA 706999) No Cost to City**

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Thin Mint Sprint (District II)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

---

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

**Background:** In accordance with the Community Events procedure, event promoter Trevor Dormstetter, goracetiming.com, is coordinating the Thin Mint Sprint with City of Wichita staff, subject to final approval by the City Council.

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

**Thin Mint Sprint April 18, 2015 8:00 am – 10:00 am**

- South Ridgecrest Street, Lexington Road to South Lynwood Boulevard
- East English Street, South Brookside Street to South Lynwood Street
- South Waverly Street, South Ridgecrest Street to East Kellogg Drive North
- South Brookside Street, Douglas Avenue to Ridgecrest Street
- Courtleigh Street, Douglas Avenue to Ridgecrest Street
- South Morningside Street, Douglas Avenue to Ridgecrest Street
- South Lynwood Boulevard, Douglas Avenue to South Mission Road
- South Mission Road, Lynwood Boulevard to walking path

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 off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Step Up for KIDS (District 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, event promoter Laura Reddy, KIDS Network, Inc., is coordinating the Step Up for KIDS event with City of Wichita staff, subject to final approval by the City Council.

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

**Step Up for KIDS April 11, 2015 8:00 am – 12:00 pm**

- West Museum Boulevard, Stackman Drive to West Sim Park Drive

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 off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Great Plains 10K (Districts I and IV)  
**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, event promoter Caleb Teague, KC Running Company, is coordinating the Great Plains 10K with City of Wichita staff, subject to final approval by the City Council.

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

**Great Plains 10K April 18, 2015 8:00 am – 10:00 am**

- Water Street, Waterman Street to Dewey Street
- Waterman/Lewis/Maple Streets, Main Street to Sycamore Street
- McLean Boulevard, Maple Street to Pawnee Street
- Walker Street, McLean Boulevard to Walnut Street
- Walnut Street, Walker Street to West Harry 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 off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** Odor Control Additive Contractual Services (District III)

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

**AGENDA:** Consent

-----

**Recommendation:** Approve redirecting the contract to US Peroxide.

**Background:** The City operates four wastewater treatment plants, the largest being the Lower Arkansas Water Quality Reclamation Facility (Plant 2) located at 2305 East 57<sup>th</sup> Street South. Plant 2 treats approximately 30 million gallons of wastewater per day. A number of measures are taken to monitor and control odors at Plant 2. Adding chemical treatment into the collection system to break down odor causing compounds is the primary component of odor control.

**Analysis:** Based on the evaluation, interview, and proposed cost for services, staff has determined that US Peroxide meets the City's needs for treating the wastewater to minimize odors at Plant 2. The option to renew the existing Plant 2 odor control contract was not initiated; therefore, staff recommends that the City Council approve to redirect the existing contract to US Peroxide.

**Financial Considerations:** This contract period will be for one year, at \$1.20 per gallon of ferrous chloride (approximate 300 gal/da usage estimate) and \$4.41 per gallon of hydrogen peroxide (approximate 80 gal/da usage estimate), with two one-year options to renew the contract. Annual costs for the odor control additive service will not exceed \$205,000. The price includes all chemicals; operation and maintenance of all equipment; real-time, computerized system monitoring and controls; and routine reporting. The previous contract was for \$210,000 and did not include real-time, computerized system monitoring and controls. Funding is available in the approved Sewage Treatment Operations budget for odor control additives.

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

**Recommendation/Action:** It is recommended that the City Council approve the contract with US Peroxide, and authorize the necessary signatures.

**Attachment:** Contract and Request for Proposal.

CONTRACT

For

Sewage Treatment Division

Blanket Purchase Order NO:

This Contract entered into the \_\_\_\_\_ day of March, 2015 by and between the City of Wichita, Kansas, a municipal corporation, hereafter "CITY" and

U. S. Peroxide  
900 Circle 75 Parkway, Suite 1330,  
Atlanta, GA 30339

Hereafter referred to as **CONTRACTOR**

**WITNESSETH:**

- **WHEREAS**, the **CITY** owns and operates a wastewater treatment plant at 2305 E 57<sup>th</sup> Street S.

**WHEREAS**, the **CONTRACTOR** has submitted the proposal most beneficial to the **CITY** and is ready, willing, and able to provide the commodities and/or services required by the **CITY**.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those services and/or commodities specified in its response to proposal which is incorporated herein by this reference the same as if it were fully set forth. The proposal, including all specifications, provided by the City of Wichita as part of the proposal shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** the following **unit price for Sewage Treatment Odor control additive for Plant 2 and the collection system serving Plant**, per the Formal Proposal – FP340050 for the Public Works & Utilities Department, Sewage Treatment Division as shown below as compensation as per the proposal, plans, specifications, addenda and **CONTRACTOR's** proposal of November 14, 2013, and as approved by the City Council on March --, 2015.

Material	Unit Cost	Maximum Cost per Month
FeCl <sub>2</sub> (300 gal/day estimate)	\$1.20/gal	\$10,950
H <sub>2</sub> O <sub>2</sub> (80 gal/day estimate)	\$4.41/gal	\$10,731
	<b>Total Monthly Cost</b>	<b>\$21,681</b>

A one- time mobilization cost of \$7,500 will be applied during the first month of service.

Total annual cost of product will not exceed \$205,000.

### DESCRIPTION

1. To provide various technical and professional services, equipment, material, and transportation to perform the tasks as identified in Exhibit "B".
  
2. Contractor shall submit to the City Sewage Treatment Superintendent a report at least once per month, detailing the location of the material feed sites, amount of product added at each site, daily H<sub>2</sub>S monitoring data, and any insitu field monitoring data and observations collected during the report month. The monthly report shall be submitted to the superintendent by no later than the 15<sup>th</sup> day following the report month. At the City's discretion, odor control targets will be adjusted based on report outcomes.
  
3. **Term.** The term of this contract shall be from **April 1, 2015 through March 31, 2016**, with options to renew the contract under the same terms and conditions an additional one (1) or two (2) successive one-year periods by mutual agreement of the parties. This contract is subject to cancellation by the city, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR. Billing shall be Net 30 days.**
  
4. **Indemnification and Insurance.**

a. Each Party shall save and hold the other harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by the errors, omissions or negligent acts of itself, its officers, agents, servants, or employees, occurring in the performance of its services under this Contract, or arising from any defect in the materials or workmanship of any product provided in the performance of this Contract.

b. CONTRACTOR will carry insurance coverage during the term of this contract and any extensions thereof in the amounts and manner provided as follows:

1. Comprehensive General Liability covering premises— operations, xcu (explosion, collapse and underground) hazards when applicable, Product/Completed operations, Broad Form Property Damage, and Contractual Liability with minimum limits as follows:

Bodily Injury Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Property Damage Liability	\$500,000 each occurrence
	\$500,000 each aggregate

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each occurrence
	\$500,000 each aggregate

2. Automobile Liability - Comprehensive Form including all owned, hired and non-owned vehicles with minimum limits for:

Bodily Injury Liability	\$500,000 each accident
Property Damage Liability	\$500,000 each accident

Or

Bodily Injury and Property Damage Liability (Combined Single Limit)	\$500,000 each accident
---	-------------------------

3. Workers' Compensation/Employers Liability for minimum limits of:

Employers Liability	\$100,000 each accident
---------------------	-------------------------

The Insurance Certificate must contain the following:

A. **Statement that the Contractual Liability includes the Liability of the City of Wichita assumed by the Contractor in the contract documents.**

B. **Cancellation – should any of the above policies be canceled before the expiration date thereof the issuing company will mail ten (10) days written notice to certificate holder.**

5. **Independent Contractor.** The relationship of the **CONTRACTOR** to the **CITY** will be that of an independent contractor. No employee or agent of the **CONTRACTOR** shall be considered an employee of the **CITY**.

6. **Compliance with Laws.** **CONTRACTOR** shall comply with all laws, statutes and ordinances which may pertain to the providing of services under this Contract.

7. **No Assignment.** The services to be provided by the **CONTRACTOR** under this Contract are personal and cannot be assigned, sublet or transferred without the specific written consent of the **CITY**.

8. **Non-Discrimination.** **CONTRACTOR** shall comply with all applicable requirements of the City of Wichita Revised Non-Discrimination and Equal Employment /Affirmative Action Program Requirements Statement for Contracts or Agreements attached hereto as Exhibit A.

9. **Third Party Rights.** It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this 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.

10. **No Arbitration.** The Contractor and the City shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration in bid or proposal documents is deemed void.

11. **Governing Law.** This contract shall be interpreted according to the laws of the State of Kansas.

12. **Representative's Authority to Contract.** By signing this contract, the representative of the contractor or **CONTRACTOR** represents the he or she is duly authorized by the contractor or **CONTRACTOR** to execute this contract, and that the contractor or **CONTRACTOR** has agreed to be bound by all its provisions.

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

**ATTEST:**

**CITY OF WICHITA, KANSAS**

---

Janis Edwards  
Deputy City Clerk

---

Robert Layton  
City Manager

**APPROVED AS TO FORM:**



---

Sharon Dickgrafe  
Interim Director of Law

**US Peroxide**

---

Signature

---

Print Name

---

Title (President or Corporate Officer)

# Request for Proposals #FP340050

## Wastewater Products for Odor Control

### PROPOSAL RESPONSE

*For*

***The Public Works & Utilities Department / Sewage Treatment Division, The City of Wichita, KS***



**November 14, 2013**



*Contact:* **Andrew Nangano**  
*Title:* **Assistant Secretary**  
*Office:* **(404) 352-6070**  
*Email:* **[anangano@h2o2.com](mailto:anangano@h2o2.com)**  
*Signed:* \_\_\_\_\_

# Table of Contents

1. STATEMENT OF QUALIFICATIONS
2. OVERVIEW OF INFORMATION USED TO GENERATE PROPOSAL
3. COLLECTION SYSTEM ANALYSIS
4. PRI-SC<sup>®</sup> FULL SERVICE PROGRAM APPROACH
5. COMPENSATION PROPOSAL
6. PROPOSED EXECUTION OF A 30-DAY FULL SERVICE PRI-SC<sup>®</sup> PROGRAM  
DEMONSTRATION
7. CITY OF WICHITA PROJECT TEAM
8. LIST OF PRODUCTS
9. PROGRAM MANAGEMENT
10. LIST OF SIMILAR PROJECTS
11. ADDENDUM ACKNOWLEDGEMENT
12. CERTIFICATE OF INSURANCE (STANDARD FORM)
13. RFP CONDITIONS – CERTIFICATION CONFIRMATION
14. APPENDIX A – GENERAL EQUIPMENT SPECIFICATIONS
15. APPENDIX B – TECHNICAL DATA FOR CHEMWATCH ACS MONITOR / CONTROLLER
16. APPENDIX C – PROJECT TEAM RESUMES
17. APPENDIX D – CHEMICAL INFORMATION - MSDS

## EXPERIENCE AND PROPOSED METHODOLOGY

### CAPABILITIES AND EXPERIENCE OVERVIEW

During the past nineteen years, U.S. Peroxide, LLC (US Peroxide or USP) has emerged as the industry leader in providing performance-driven full-service hydrogen sulfide odor and corrosion control programs for municipal and industrial customers throughout the United States and Canada. We specialize in combining the application of our cost effective hydrogen peroxide based technologies with other complimentary technologies, and then integrating them into a comprehensive turn-key program through a highly efficient operations management approach. These programs include basic full-service hydrogen peroxide supply to our proprietary PRI-SC<sup>®</sup> technology for municipal collection systems, which has been demonstrated and implemented successfully in numerous treatment systems. US Peroxide can provide as part of our scope full-service alternative liquid phase chemical treatment for the control of sulfides such as hydrogen peroxide, iron salts, caustic addition, nitrate salts and related products, and vapor fogging.

US Peroxide has successfully delivered medium to large scale and single to multi-technology based programs to municipalities throughout the country, including Wichita, KS (collection system serving Plant 1, Plant 1 and Plant 1 Clarifier at Plant 2), Springfield, MO, Lincoln NE, and Sioux City, IA.

US Peroxide will provide the City of Wichita with the highest degree of experience, technology and operations capability available in the industry for delivering a reliable and cost effective full-service Collection System Odor Control Program that is fully compliant with the RFP NO.-FP340050 specifications, inclusive of Supply, Service and Maintenance. Backed by the full commitment and financial resources of our company, the program will be managed with a high level of transparency and all the resources necessary to ensure complete customer satisfaction.

### US PEROXIDE SCOPE WARRANTY

US Peroxide warrants that it will provide its turn-key Collection System Odor Control Program; Scope of Work including all the local terminal and delivery truck requirements; storage and dosing equipment; labor; materials; resources; and operational services otherwise necessary to deliver the program safely and reliably and in a manner that will satisfy and/or comply with the management requirements, equipment and service specifications and treatment goals as set forth and outlined in the RFP. US Peroxide also warrants that we possess the necessary resources, experience, knowledge, and technical capabilities required to optimize the treatment program and achieve the goals set forth by the City of Wichita in the RFP in the most cost effective manner.

## 2 OVERVIEW OF INFORMATION USED TO GENERATE PROPOSAL

Through conversations with City of Wichita personnel and the information provided in the addenda, US Peroxide developed the following understanding of the collection system conditions, problem areas, flows and potential chemical dosing sites.

Starting with the flow collected at the Tyler/Pawnee Lift Station, two forcemains are in use. One forcemain, the 18" line, will pump up to 3 MGD to Plant 5. This scalping plant will release treated water to the nearby surface stream, discharging only approximately 100,000 gallons/day of waste activated sludge through the forcemain that empties at 47<sup>th</sup> Street and Meridian Avenue. The other forcemain, the 24" line, will only be used when flows exceed the 3 MGD that Plant 5 can handle. Measured in 2009, the average daily flow to the Tyler/Pawnee Lift Station was 5 MGD. The impacts of these changes are expected to generate more sulfide, with lower volumes, longer retention times, and the addition of concentrated sludge into the collection system. Potential chemical injection points in this area include at Tyler Lift Station into either forcemain, at the influent of Plant 5 (cannot add iron due to concerns with the negative impact to the membranes), and to the waste activated sludge pumped from Plant 5.

The Sheridan line is expected to contribute some sulfide loadings. Corrosion of concrete and mortar is evident in the stretch between 47<sup>th</sup> Street S and 31<sup>st</sup> Street S. The only potential chemical dosing site identified on this line was at Farmland Foods, and would require an easement and site improvements.

After the forcemains and the Sheridan line flows intersect, they flow south down Meridian Avenue. The Southlakes Sports Complex is owned by the City of Wichita and with minimal improvements would be an ideal chemical injection point ~3.5 miles upstream of Plant 2. The flow at this point is approximately 9.8 MGD, as measured at 5601 S. St. Francis Street. Two additional 30" lines enter the interceptor along 55<sup>th</sup> Street (the Riverside Drainage Canal and Hydraulic Street lines), but the flow volumes were unavailable.

All of the lift stations between 47<sup>th</sup> St S/Meridian Ave and Plant 2 are considered to be either too small or pumped too infrequently to be feasible chemical dosing sites.

The last potential chemical dosing site before the flow reaches the Plant 2 headworks is at one of the manholes on the Plant 2 grounds or nearby. The closest manhole that would be feasible with minimal site improvements required is approximately 60 feet from the headworks.

The other collection system basins that empty into the plant are referred to as Mona Kay, Oaklawn, and Boeing. Oaklawn and Mona Kay do not have large flow volumes, but Boeing averages ~ 1 MGD. The flows through the Tyler/Pawnee lift station were assumed to average between 3 – 5 MGD. For the sake of this proposal, we are assuming that approximately 12 MGD of flow enter through the Plant 2 headworks.

### 3 COLLECTION SYSTEM ANALYSIS

A survey of the collection system that examined the liquid phase sulfide levels and hydrogen sulfide (H<sub>2</sub>S) in the main lines entering the headworks of Plant 2 was conducted from October 22<sup>nd</sup> to November 5<sup>th</sup>, 2013. The survey results are presented below.

#### LIQUID SULFIDE LEVELS

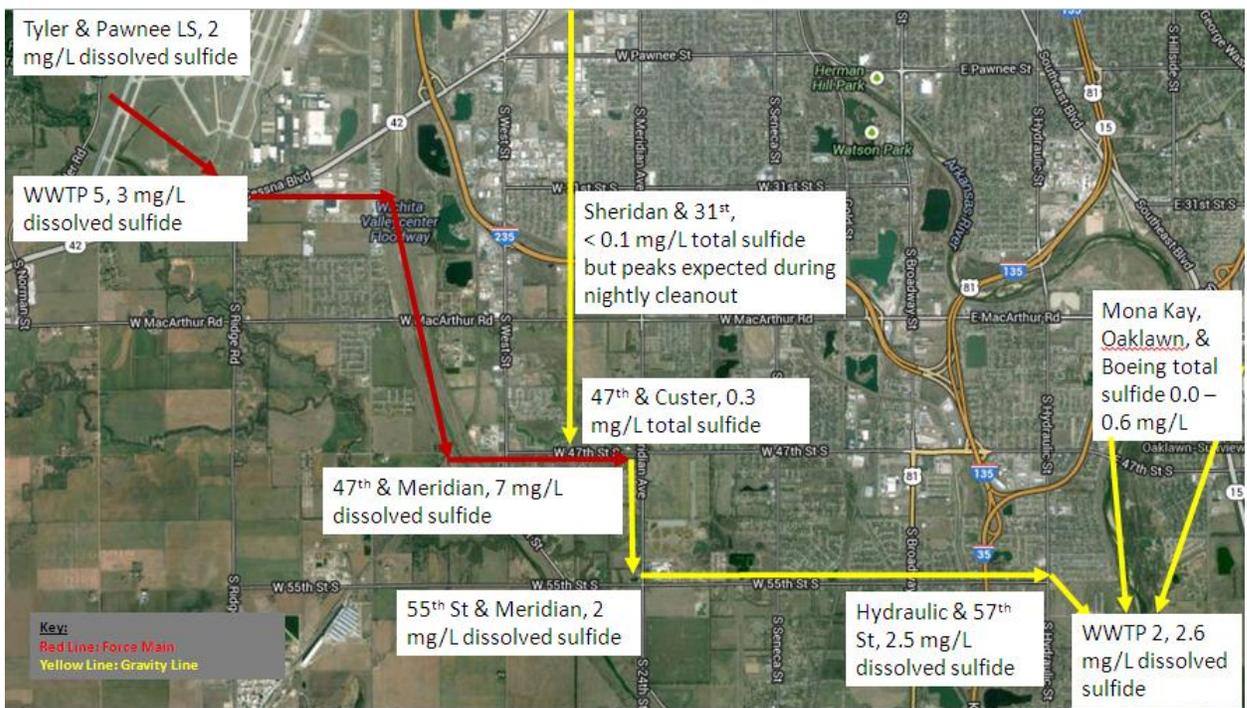
Figure 1 and Table 1 that follow show the liquid phase sulfide levels at each test site. These values allow for quantification of the sulfide loadings entering the headworks of Plant 2. The vast majority of sulfide generation occurs within the forcemains between the Tyler & Pawnee lift station, Plant 5, and the discharge point at 47<sup>th</sup> Street and Meridian Avenue. The flow leaving these forcemains was found to contain 7.0 mg/L of dissolved sulfide.

While testing did not reveal significant dissolved sulfide levels in the Sheridan Line upstream of 47<sup>th</sup> Street and Meridian Avenue, this line has signs of corrosion indicative of the presence of H<sub>2</sub>S.

Downstream of the intersection of the forcemains with the gravity line to the Plant 2 headworks, dissolved sulfide levels were found in the 2.0 – 2.6 mg/L range.

Lesser levels of dissolved sulfide, ranging from 0.0mg/L to 0.6 mg/L, were found in the collection systems to the north and east of Plant 2.

**Figure 1. Liquid Phase Sulfide Concentrations In The Plant 2 Collection System, October 2013**



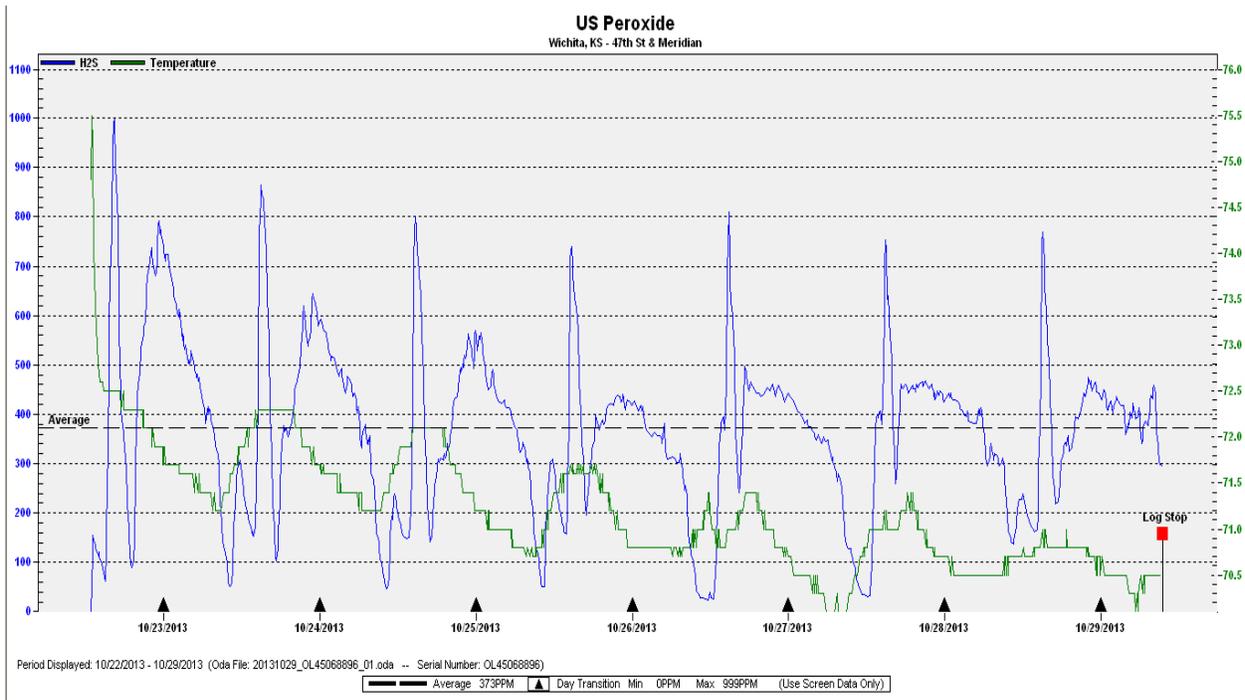
**Table 1. Liquid Phase Sulfide Testing Results**

Site	Date & Time	Tot. Sulfide (mg/L)	Dis. Sulfide (mg/L)
Hydraulic & E 57th S	10/22/2013 9:15	4.0	2.5
Mona Kay	10/22/2013 9:30	0.2	-
55th & Meridian	10/22/2013 9:40	3.0	2.0
47th & Meridian	10/22/2013 9:55	8.0	7.0
47th & Custer	10/22/2013 10:05	0.3	-
31st & Sheridan	10/22/2013 10:35	< 0.1	-
Tyler & Pawnee LS	10/22/2013 11:35	2.0	1.9
WWTP 5 Influent	10/22/2013 12:00	3.4	3.2
Plant 2 Bar Screens	10/22/2013 13:20	2.8	2.6
Mona Kay	10/29/2013 10:45	0.6	-
Oaklawn/Boeing	10/29/2013 11:10	< 0.1	-
Hydraulic & Lockwood	11/6/2013 15:30	1.2	1.1

#### HYDROGEN SULFIDE (H<sub>2</sub>S)

An OdaLog™ hydrogen sulfide (H<sub>2</sub>S) monitor and recorder was deployed at the 47<sup>th</sup> Street and Meridian Avenue manhole near where the forcemains discharge into the large gravity line. Figure 2 shows H<sub>2</sub>S peaks exceeding 700 ppm recorded every day, with a daily average of 373 ppm. Levels this high present safety and health hazards, rapid corrosion, as well as nuisance odors. The pumping schedules through the forcemains are likely the cause of this, with spikes coinciding with the turbulent discharges of sulfide-laden wastewater. This location exhibited a markedly consistent diurnal pattern. Chemical dosing would be planned to take advantage of this pattern to maximize the efficiency while minimizing costs.

**Figure 2. H<sub>2</sub>S Recorded At W 47<sup>th</sup> Street S. and S. Meridian Avenue**



**THE IMPACT OF PLANT 5 BECOMING FULLY OPERATIONAL**

When Plant 5 becomes fully operational, it will have the capacity to treat and release 3 MGD. This will impact the flows through the two forcemains in several ways. First, Plant 5 will discharge approximately 100,000 gallons/day of waste activated sludge through the 18” forcemain. Second, the Tyler/Pawnee Lift Station will not need to pump as frequently through the 24” forcemain. This concentrated sludge now being transported through the system, in addition to lower flow volumes, presents a challenging set of circumstances that could lead to more intense sulfide generation. How exactly this affects sulfide generation within the collection system will need to be determined.

#### 4 PRI-SC® FULL-SERVICE PROGRAM APPROACH

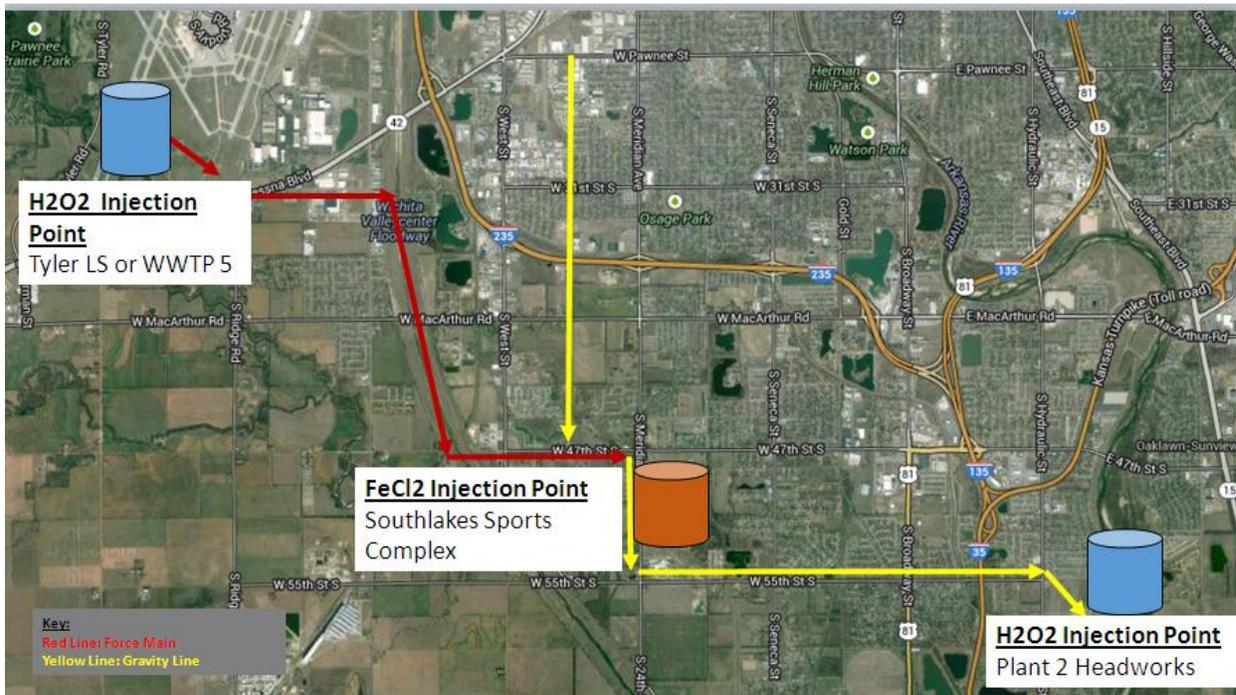
US Peroxide's personnel have specialized in peroxygen based technologies and services for over 25 years. Our experienced technical team is one of the reasons US Peroxide is the largest company in North America providing peroxygen based technologies and services for environmental applications. This background and experience is what led to our development of Peroxide Regenerated Iron Sulfide Control (PRI-SC®) technology.

The PRI-SC® process is a proprietary (US patent #6,773,604 B2) hydrogen sulfide odor and corrosion control technology that combines the use of iron salts and hydrogen peroxide in a unique fashion, whereby iron salts (e.g. FeCl<sub>2</sub>/FeCl<sub>3</sub>/FeSO<sub>4</sub>, etc) are added as the primary sulfide control agent in the upper reaches of a collection system, and hydrogen peroxide (H<sub>2</sub>O<sub>2</sub>) is intentionally added at specific points downstream to "regenerate" the spent iron (FeS). The regeneration step effectively oxidizes the sulfide to elemental sulfur and in the process "frees up" the iron for subsequent sulfide control further downstream. In practice, one or more regeneration sites/steps can be employed within the wastewater collection and treatment system, including one or more at the treatment plant. The combined treatment provides cost benefits superior to either chemical alone, reduces sludge production due to iron solids, accelerated sulfide reaction rates and also enhances several process at the WWTP.

The 30-day demonstration will provide data on operational efficacy, for cost analysis, and for longer term evaluation and optimization. As stated in the RFP, during the period, the target average dissolved sulfide level in the Plant 2 influent at the headworks will be 0.5 mg/L, with a limit not exceed 1.0 mg/L. Influent hydrogen sulfide (H<sub>2</sub>S) should average 20 ppm or lower, with levels not to exceed 50 ppm. Additionally, at appropriate monitoring points throughout the collection system, a 50% reduction in both aqueous and atmospheric sulfide levels will be maintained.

In order to meet these targets, US Peroxide recommends utilizing three (3) treatment systems shown in Figure 3, strategically placed to control liquid and vapor phase sulfides at problematic spots where sulfide generation and/or nuisance odors can occur. If these sites are deemed unsuitable, alternatives can be presented.

**Figure 3. Proposed Application Sites and Chemical Feed Systems**



### HYDROGEN PEROXIDE (H<sub>2</sub>O<sub>2</sub>) DOSING AT TYLER LS OR PLANT 5

Treatment may be necessary at both the Tyler LS and at Plant 5 as the waste activated sludge (WAS) is pumped to Plant 2. We recommend hydrogen peroxide addition at the Tyler Lift Station be tested first. If it is found that sulfide levels remain problematic, then additional testing can be conducted with hydrogen peroxide addition to the WAS at Plant 5 as well. A small tote-based system could be quickly deployed if this is deemed worthwhile.

The hydrogen peroxide dosed at the Tyler Lift Station would remove the sulfide loading as it leaves the lift station in the 24" forcemain that empties at 47<sup>th</sup> Street S. and Meridian Ave. It would also provide a source of dissolved oxygen to prevent further sulfide generation. Using the flow volumes from 2009, an average of 5 MGD leaves Tyler Lift Station every day. If 3 MGD of this flow goes to Plant 5, then on average, 2 MGD will be pumped through the forcemain to Meridian Ave. With longer retention times and lower flow, greater sulfide generation may occur along this forcemain. The ACS dose controller could be configured to only dose peroxide while the lift station pumps are running. At this site, US Peroxide recommends a dosing ratio of 1.5 - 2.5 lbs of H<sub>2</sub>O<sub>2</sub> per lb S<sup>2</sup>. Using all available information, we estimate that daily dosing requirements may range from 10 – 20 gallons/day.

Since 100,000 gallons/day of waste activated sludge (WAS) is expected to be discharged from Plant 5, this might overall be a smaller source of sulfide. It will have to be determined if this source requires additional treatment, preferably after the sulfide load from Tyler Lift Station is controlled. If the hydrogen peroxide is dosed into the WAS as it is discharged into the forcemain from Plant 5, any sulfide loading contribution from the WAS would be eliminated. Additionally, the peroxide could provide a source of

supplemental dissolved oxygen to inhibit the formation of sulfide as the WAS travels down the forcemain. An ACS dose controller would utilize a signal from the sludge pumps to ensure that H<sub>2</sub>O<sub>2</sub> is being fed only when WAS is being pumped. US Peroxide recommends a dosing ratio of 1.5 – 2.5 lbs of H<sub>2</sub>O<sub>2</sub> per lb of S<sup>2-</sup> at this point. Higher peroxide dosing rates may be required to provide supplemental dissolved oxygen depending on the oxygen uptake rate. Using all available information, we estimate that dosing requirements at this site may be 10 gallons/day H<sub>2</sub>O<sub>2</sub> for sulfide oxidation.

#### FERROUS CHLORIDE (FeCl<sub>2</sub>) DOSING AT SOUTHLAKES SPORTS COMPLEX OR OTHER SUITABLE SITE UPSTREAM OF PLANT 2

The first PRI-SC<sup>®</sup> step should be ferrous chloride (FeCl<sub>2</sub>) at the Southlakes Sports Complex providing access to the gravity line carrying the Sheridan line flow and the discharges from the forcemains. This site is owned by the City of Wichita, and would require only minimal improvements to be made suitable for a permanent dosing system. Upstream of Plant 2 (3.5 miles) and situated near a stretch of sewer known to have higher sulfide levels, this site is an ideal application point for iron. The iron will provide durational sulfide control throughout the gravity line as it flows south down Meridian Street and east on 55<sup>th</sup> Street S. For this particular line, US Peroxide recommends a dosing ratio of approximately 3 lbs of Fe<sup>2+</sup> per lb of S<sup>2-</sup> for sulfide removal and durational control. Using all available information, daily usage of FeCl<sub>2</sub> may range from 200 – 400 gallons.

If the Southlakes dosing site is unavailable, other possibilities include a site on the Sheridan line, Riverside Drainage Canal 30" line, or Hydraulic Street line. Securing a suitable location upstream of Plant 2 is critical in order to provide effective durational sulfide control.

#### HYDROGEN PEROXIDE DOSING AT PLANT 2

The final chemical injection point, step 2 in the PRI-SC<sup>®</sup> process, would be situated near the Plant 2 headworks. A manhole approximately 60 feet upstream of the Plant 2 headworks has been identified, but other possibilities further upstream would work as well. This site would serve as an iron regeneration point, utilizing the PRI-SC<sup>®</sup> process to regenerate the iron already dosed from "spent" FeS to "active" Fe<sup>2+</sup> and Fe<sup>3+</sup> by dosing 50% H<sub>2</sub>O<sub>2</sub>. This ferrous/ferric iron would be available again for sulfide removal at the headworks and beyond. Additional hydrogen peroxide, exceeding the requirements for regeneration, could be dosed automatically according to H<sub>2</sub>S levels measured by a monitor placed at the headworks, so that any additional sulfide contributions coming into the headworks would be rapidly controlled. With this final chemical addition point, highly optimized sulfide control would be possible, spanning from Plant 5 to Plant 2. Using all available information, we estimate that hydrogen peroxide dosing at this site may average 50 – 70 gallons/day.

The sulfide loading from the Hydraulic Street line, as well as any additional contribution from the lines that enter from the north and east sides of Plant 2, would be controlled with hydrogen peroxide using this same injection point.

Several side benefits come from using this regeneration point. It allows for less iron to be dosed overall. With less iron dosing, low wastewater pH becomes less of a concern, fewer solids are generated, and UV quartz lamp sleeves require less frequent cleaning. Secondly, the Fe<sup>3+</sup> regenerated from the spent FeS can improve settling and removal of phosphorus in the clarifiers.

This PRI-SC<sup>®</sup> application, with ferrous chloride in the collection system and hydrogen peroxide dosed at Plant 2 close to the control point, is a proven application with successful implementation throughout the US, including at the Theresa Street WWTP in Lincoln, NE.

**COST-SAVINGS & SUPERIOR SULFIDE REDUCTION DEMONSTRATED AT PLANT 1 & PLANT 1 CLARIFIER USING PRI-SC<sup>®</sup>**

The City of Wichita has been using the PRI-SC<sup>®</sup> process for sulfide control at Plant 1 successfully since 2008. Ferrous chloride is dosed at several sites in the collection system, providing durational odor and corrosion control spanning many miles. At Plant 1, hydrogen peroxide is injected to regenerate spent iron (FeS) into ferrous (Fe<sup>2+</sup>) and ferric (Fe<sup>3+</sup>) states. This provides for both greater reductions in sulfide levels and lowered costs of treatment, measured at the Plant 1 Bellmouth and as well as the Plant 1 Clarifier at Plant 2.

As an example, Table 3 shows two conditions at equal costs, using first only FeCl<sub>2</sub> and second PRI-SC<sup>®</sup>. The PRI-SC<sup>®</sup> results were dramatically more effective than FeCl<sub>2</sub> alone, providing a 90% reduction in H<sub>2</sub>S at the Bellmouth of Plant 1 and near complete removal of H<sub>2</sub>S at the Plant 1 Clarifier

**Table 3. Superior H<sub>2</sub>S Results Using PRI-SC<sup>®</sup>, Plant 1 & Plant 1 Clarifier at Equal Costs**

Condition	Date Range	Bell-Mouth H <sub>2</sub> S, Avg.	Clarifier H <sub>2</sub> S, Avg.	Costs
FeCl <sub>2</sub> Only	1/10/13 to 1/13/13	38 ppm	13 ppm	\$480 -\$560/day
PRI-SC <sup>®</sup>	1/11/13 to 1/12/13	4 ppm	< 1 ppm	\$480 -\$560/day

A second example, in Table 4 on the next page, shows cost-savings using PRI-SC<sup>®</sup>. The PRI-SC<sup>®</sup> condition, at \$400/day, was approximately 30% lower in cost compared to FeCl<sub>2</sub> dosed alone (\$560/day). Under both conditions, H<sub>2</sub>S levels at the Plant 1 Bellmouth were comparable at 15 ppm and 16 ppm. At the Plant 1 Clarifier, H<sub>2</sub>S levels using PRI-SC<sup>®</sup> were 70% lower compared to FeCl<sub>2</sub> alone, thus providing superior H<sub>2</sub>S reductions at a significantly lower cost.

**Table 4. Cost-Savings Using PRI-SC<sup>®</sup>, Plant 1 & Plant 1 Clarifier**

<b>Condition</b>	<b>Date Range</b>	<b>Bell-Mouth H<sub>2</sub>S, Avg.</b>	<b>Clarifier H<sub>2</sub>S, Avg.</b>	<b>Costs</b>
<b>FeCl<sub>2</sub> Only</b>	4/7/13 to 4/9/13	15 ppm	28 ppm	\$560/day
<b>PRI-SC<sup>®</sup></b>	3/20/13 to 3/22/13	16 ppm	8 ppm	\$400/day

**DISCUSSION OF INCOMPATIBILITIES AND OVERDOSING**

US Peroxide uses iron salts and hydrogen peroxide in many applications, especially for wastewater sulfide control, safely and without overdosing problems, throughout the U.S. and Canada. Overdosing of the ferrous chloride and hydrogen peroxide solutions would be very unlikely to occur. US Peroxide’s dosing systems are designed specifically to ensure that proper chemical injection rates are maintained. Pumping frequency is adjusted automatically to insure the required dose target is met. Should dosing rates exceed set limits, the controller would alarm the appropriate personnel in real time by e-mail and can be programmed to stop dosing automatically.

The ferrous chloride solution is composed of 1 – 3.5% HCl, and thus the effect of the acid content on the wastewater pH would be the most immediate concern. Table 5 shows the results of jar tests performed with the addition of 28% FeCl<sub>2</sub> into wastewater taken from the Meridian line near the Southlakes Sports Complex. Since US Peroxide recommends a 3:1 ratio of Fe<sup>2+</sup> to S<sup>2-</sup> in this line, the ferrous chloride dosing will not lower the pH of the wastewater below the 5.5 minimum under normal operating conditions.

**Table 5. Bench Testing For Changes in pH.**

<b>Condition</b>	<b>pH Reading</b>
Control	6.89
16 mg/L Fe <sup>2+</sup> Dosage	6.68
32 mg/L Fe <sup>2+</sup> Dosage	6.51
48 mg/L Fe <sup>2+</sup> Dosage	6.32
96 mg/L Fe <sup>2+</sup> Dosage	5.98

In the highly unlikely event of an overdose, however, a temporary reduction of sewage pH could occur. This would last only as long as the chemical was being overdosed. The ferrous chloride solution could potentially cause corrosion of incompatible materials like metals and concrete if contact is made before

dilution, but this would be prevented by configuring the injection point properly. Slip-lining the dose line, if appropriate, to protect infrastructure from corrosion, would be performed by US Peroxide.

The hydrogen peroxide solution contains a stabilizer that prevents catalytic decomposition that may occur through incidental contamination during shipment and storage. When hydrogen peroxide is injected into wastewater, oxygen is the by-product as the desired reactions occur. Hydrogen peroxide will react with certain metals, organic chemicals, and combustible materials. At both of the proposed injection points, rapid flow rates and large volumes of wastewater/WAS would quickly absorb and dissipate any heat and oxygen released. Injection into the forcemain leaving Plant 5 would occur only when the sludge pumps were running, eliminating the possibility of dosing into a dry line. In addition, a dosing quill would be used, if appropriate, to ensure that the hydrogen peroxide thoroughly mixes with the waste stream, thus preventing contact of any concentrated hydrogen peroxide with the forcemain piping. Hydrogen peroxide dosing at any possible dosing rate would not materially alter the pH of the wastewater. At the PRI-SC<sup>®</sup> application that US Peroxide has developed with the City of Wichita at Plant 1, there have never been any issues attributed to overdosing or incompatibility.

## PROGRAM OPTIMIZATION

Our solution to controlling iron and peroxide feed rates utilizes advanced onsite pump controls / telemetry, with inputs coming from: 1) the H<sub>2</sub>S levels and 2) the chemical feed systems. The control logic considers the following:

1. A diurnal overlay of (hourly) wastewater flow rates (typically one for weekday and another for weekends and holidays) – calculated from wastewater pump capacities and runtimes;
2. A diurnal overlay of (hourly) H<sub>2</sub>S levels at the designated control point. This considers both the baseline (no treatment) level for that time of year, as well as levels for the most recent days/weeks (with treatment).
3. Real-time inputs from H<sub>2</sub>S monitors and/or pump outputs to target chemical dosing rates and/or run times to when treatment is most needed.

US Peroxide will deploy an H<sub>2</sub>S monitor/logger at the control point to provide feedback to the controller. Dependent on the site-specific conditions, this will either be an Odalog™ Type RTX or Odalog™ with Odatrak 4-20 mA output. This will allow for automatic adjustments to chemical dosing rates that would provide the most efficient sulfide control possible.

### 30-DAY FULL-SERVICE PRI-SC<sup>®</sup> PROGRAM DEMONSTRATION PRICING

#### Hydrogen Peroxide

Hydrogen peroxide supply (50% H<sub>2</sub>O<sub>2</sub>) with two (2) storage vessels (1,550 gallon for Tyler LS and 3,000 gallon for Plant 2 Headworks), two (2) chemical dosing systems, two (2) ChemWatch<sup>®</sup> ACS Monitors/Controllers, and two (2) safety shower/eyewash stations. These are turn-key systems that US Peroxide will install and maintain.

- **\$4.41/gallon** H<sub>2</sub>O<sub>2</sub> delivered

#### Ferrous Chloride

**Option 1:** Ferrous chloride (FeCl<sub>2</sub>) supply (18–28% FeCl<sub>2</sub>) with one (1) bulk storage vessel (7,800 gallon for Southlakes Sports Complex), one (1) chemical dosing system, one (1) ChemWatch<sup>®</sup> ACS Monitor/Controller, and one (1) safety shower/eyewash station.

- **\$1.20/gallon** FeCl<sub>2</sub> delivered
- US Peroxide will provide all of the chemical and necessary equipment to ensure that the program targets are met. This would include the 7,800 gallon FeCl<sub>2</sub> bulk storage vessel. This is also a turn-key system that US Peroxide will install and maintain.

**Option 2:** Ferrous chloride supply (18–28% FeCl<sub>2</sub>) with one (1) chemical dosing system and one (1) ChemWatch<sup>®</sup> ACS Monitor/Controller and one (1) safety shower/eyewash system.

- **\$0.88/gallon** FeCl<sub>2</sub> delivered
- US Peroxide will provide all of the chemical as well as the dosing and safety equipment. The City of Wichita would provide an appropriate bulk storage vessel for storage of the ferrous chloride solution. The vessel must be large enough to accommodate full tanker deliveries of chemical (approximately 4,500 gallons), making the minimum usable storage volume approximately 5,000 gallons. The use of the City of Wichita's vessel would be conditional on US Peroxide's safety inspection. While US Peroxide would provide reasonable normal routine inspection and maintenance of the storage vessel, should the vessel become unfit for use, US Peroxide could either provide a vessel as outlined in Option 1 or the City of Wichita would need to provide a safe and appropriate replacement.

#### **Equipment Mobilization Costs**

There will be a one-time mobilization charge of **\$7,500** due upon contract execution.

Should a system(s) need to be removed or moved to a different location, except under the specific direction of US Peroxide, a moving charge of **\$2,500** per system will be applied, excluding any costs associated with the transferring or disposal of chemical(s).

**30-Day Full-Service PRI-SC<sup>®</sup> Program Demonstration Cost Estimate**

	<i>H<sub>2</sub>O<sub>2</sub> &amp; FeCl<sub>2</sub> Option 1</i>	<i>H<sub>2</sub>O<sub>2</sub> &amp; FeCl<sub>2</sub> Option 2</i>
FeCl <sub>2</sub> (300 gal/day estimate)	\$10,800	\$ 7,920
H <sub>2</sub> O <sub>2</sub> (80 gal/day estimate)	\$10,584	\$10,584
Mobilization Charge	\$ 7,500	\$ 7,500
<hr/>		
<b>30-Day Full-Service PRI-SC<sup>®</sup> Program Demonstration Estimate</b>	<b>\$28,884</b>	<b>\$25,004</b>

## Baseline Sampling and Monitoring

Immediately upon receiving the notice to proceed, US Peroxide will mobilize its applications team to begin baseline (background) sampling and monitoring of the collection system. This will include:

- Data logging and plotting of wastewater pump cycling times to profile diurnal flow rates and characterize on-off cycles.
- Gathering manual liquid samples to characterize the wastewater in terms of e.g., pH, temperature, Fe levels, and dissolved sulfide.
- Deploying OdaLog units to continuously monitor / record vapor-H<sub>2</sub>S levels.

### FIELD SAMPLING METHODS

Liquid (Grab) Samples	Procedure
<b>Total sulfide</b>	Std. Methods 4500-S <sup>2-</sup> D. Methylene Blue (Lamotte kit)
<b>Dissolved sulfide</b>	As above, using pre-flocculation to remove insoluble sulfides
<b>pH</b>	Narrow range pH test strips (+/- 0.2 units)
<b>Temperature</b>	NIST calibrated thermometer
<b>Iron (total, ferrous, dis)</b>	Std. Methods 3500-Fe D. Phenanthroline (Hach colorimeter)
<b>Vapor samples</b>	Procedure (Continuous Data logging)
<b>H<sub>2</sub>S</b>	OdaLog (Monitor / Datalogger)

## Equipment Preparation, Installation and Commissioning

US Peroxide currently has equipment available within its inventory to begin mobilization upon receipt of the notice to proceed. We anticipate that all chemical systems could be fully operational within a two week period. This effort will entail:

- Inspection of Ferrous Chloride tank provided by Wichita in Option 2.
- Fine-tuning chemical storage / handling procedures per suggestions from the City of Wichita.
- Installing the equipment, testing the instrumentation and telemetry interfaces, and performing system checks (using potable water).

- Completing the initial chemical offloading event and injection of the chemical(s) into the wastewater.
- Completing equipment / chemical safety orientation and training (as appropriate).

### **Start Up, Initial Optimization, and Report**

- Primary objective is to quickly gain control over vapor H<sub>2</sub>S levels and then to begin the slower process of refining the variables: hourly iron & peroxide feed rates.
- A secondary objective of the start-up effort will be to test the equipment and procedures over the range of foreseeable situations and to refine the operating procedures.
- A report will be issued within the first month of operation that details chemical feed rate guidelines, significant findings, and final operating procedures.

## 7 CITY OF WICHITA PROJECT TEAM

In support of the City of Wichita’s collection system program, US Peroxide is committed to providing a highly qualified and experienced team of individuals with a proven track record of success in working together at programs of similar size and scope and that is dedicated to the safe, reliable and cost effective operation and management of the program to meet the stated specifications and performance objectives.

The personnel team that would specifically serve the City of Wichita consists of a highly qualified and experienced group of individuals with a proven track record of success in working together on similar programs and projects. Each team member’s role on the project follows, with resumes in Appendix C.

### KEY TEAM MEMBERS PROJECT EXPERIENCE

KEY TEAM MEMBER	TITLE	PROGRAM EXPERIENCE (YEARS)
<b>George Deshinsky</b>	Regional Program Manager, Northeast Region	30+
<b>Paris Neofotistos</b>	Regional Business Director, Eastern Region	14
<b>Dan Kile</b>	Director, Engineering	22
<b>Ricardo Joseph</b>	Logistics Specialist	14
<b>George Benns</b>	Project Manager, East Region	21
<b>Chip Kahl</b>	Field Service Technician, Northeast Region	30+
<b>Mike Nelson</b>	Application Specialist, Northeast Region	5

### KEY TEAM MEMBER ROLES

#### GEORGE DESHINSKY

*Regional Program Manager, Northeast Region – Emerald Isle, NC*

*Phone: (252)241-5169*

- Primary ongoing commercial contact assisting with contractual and procedural concerns
- Primary customer reporting responsibility and overall program management
- Oversee and direct the execution of all application and technical needs
- Oversee and monitor program performance and compliance (QA/QC auditing)
- Advise alternative solutions to existing problems, including troubleshooting applications
- Establish protocol for, and oversee, special projects
- Site inspection and system troubleshooting
- Oversight of monitoring, data reporting and feed rate programming/tracking
- Collection system data gathering (deploy / retrieve OdaLogs)
- Perform aqueous sampling and assist in special projects sampling
- Inquire operation activities within collection system
- Site inspection and delivery management

---

**PARIS NEOFOTISTOS**

*Regional Business Director, East Region – Midlothian, VA*

*Phone: (804)897-9032*

- Ensure the corporate level commitment of resources required to successfully operate the program, meet contractual obligations and satisfy the customer's needs
- Provide high level program and project management and oversight
- Provide commercial support and response to account and contractual issues
- Ensure technology selection is optimized and current
- Provide oversight and regular review of treatment and operational performance and compliance goals
- Oversee and review the application of new technology and/or treatment alternatives

---

**DAN KILE**

*Director, Engineering – Fort Ashby, WV*

*Phone: (304)726-7074*

- Oversee the design, selection, installation and commissioning of the field systems
- Responsible for field activities related to equipment installation and maintenance, as well as adherence to program schedules
- Oversee company-wide safety programs

---

**RICARDO JOSEPH**

*Logistics Specialist – Atlanta, GA*

*Phone: (404)352-6070*

- Interfaces with chemical supplier-partners to ensure reliable chemical inventory
- Provide daily inventory monitoring and delivery scheduling
- Monitor systems and provide advance notification of out of spec situations
- Communicate delivery variances in schedule or otherwise

---

**GEORGE BENNS**

*Project Manager – East Region – Buffalo, NY*

*Phone: (716) 704-9159*

- Provide drafting and engineering design documentation for new sites or site technology changes
- Work with project/program team and other project managers to schedule, execute installation and oversee commissioning of all new dose sites or site upgrades
- Support and advise field and equipment service technicians

---

**CHIP KAHL**

*Field Service Technician – Northeast Region – Havelock, NC*

*Phone: (252) 723-0440*

- Project coordination, system pre-installation inspection, system installation and start up
- Site inspections and reporting
- Oversight and monitoring of chemical deliveries
- Periodic system maintenance during or in addition to routine site inspections
- Execute preventative maintenance and service programs. Monitor and document equipment performance and facility information.
- Troubleshoot existing system functions
- Maintain site cleanliness and responsibility for site safety

---

**MIKE NELSON**

*Application Specialist, Northeast Region – Iowa City, IA*

*Phone: (563) 650-6926*

- Assist program manager in managing day-to day operations and data analysis.
- Fill in for program manager as needed.
- Collection system data gathering (deploy/retrieve OdaLogs).
- Perform aqueous sampling.
- Routine site checks.

### GENERAL SPECIFICATIONS

US Peroxide will supply the following General Specification scope items per the RFP.

### SITE LOCATION

City of Wichita, Kansas

### CHEMICAL SUPPLY, DELIVERY AND LOGISTICS

- 50% Hydrogen Peroxide to designated dosing sites.
- Delivery trucks solely dedicated to the delivery of Hydrogen Peroxide and comply with City of Wichita requirements. Trucks shall meet all material compatibility and DOT requirements and industrial standards.
- 18-28 % Ferrous Chloride to designated dosing site.
- Delivery trucks solely dedicated to the delivery of Ferrous Chloride and comply with City of Wichita requirements. Trucks shall meet all material compatibility and DOT requirements and industrial standards.

### EQUIPMENT SCOPE

- One (1) 1,550 gallon and one (1) 3,000 gal double-walled HDPE storage and dosing systems compatible with the safe storage and handling of 50% Hydrogen Peroxide. This includes all piping and chemical feed pump components. Detailed equipment specifications are included in Appendix A.
- Should Option 1 be chosen, one (1) 7800 gal double-walled HDPE storage and dosing system compatible with the safe storage and handling 18% - 28% Ferrous Chloride. This includes all piping and chemical feed pump components. Detailed equipment specifications are included in Appendix A.
- Chemical feed rate controller that can provide diurnal dosing program capability.
- Emergency safety shower and eye wash station at each site.
- ChemWatch ACS™ telemetry and tank side inventory management and feed rate controller with internet based access for tracking of daily usage. Detailed specifications are included in Appendix B.
- Web site that the City of Wichita can access for chemical use rate and performance tracking.
- Replacement and maintenance parts for all equipment systems.
- Posting of emergency contact numbers, safety placards and MSDS at the site.

## SERVICE SCOPE

- Installation, start-up and optimization of equipment system and chemical feed site.
- Daily tank side telemetry system monitoring of inventory, pumps and feed rate.
- Real time alarm capability at all sites.
- Maintenance and optimization of daily feed rate dosing profiles.
- 24-hour emergency response at all times.
- Annual safety training to all designated City of Wichita personnel.
- During the operating odor control season, wastewater sampling and performance monitoring and reporting.
- Periodic equipment maintenance and site inspection service visits to ensure all systems are free of leaks, operating properly and feeding on target.
- Meetings, as needed, with designated City of Wichita staff to review program performance.
- During the odor control season, monthly service and program report documenting peroxide and iron dosing levels, average daily feed rates, inventory and delivery tracking per invoiced quantities, system maintenance requirements and the liquid and vapor phase monitoring results.
- Repair and/or replacement of equipment that is no longer fit for service.
- Clean-up support for any contamination or spillage resulting from delivery and unloading.
- Training of City of Wichita staff in operations procedure as needed.

## SPECIALIZED SERVICE SCOPE

US Peroxide can provide the following specialized service scope, if desired:

- Consulting to City of Wichita Engineering and Operations staff on application of hydrogen sulfide odor control strategies, equipment system design and site preparation and engineering.
- Ability to provide City of Wichita with proposals for alternative full-service liquid phase chemical treatment strategies for control of sulfides. Specifically, US Peroxide can provide as part of our scope the full-service supply of the following:

27%, 35% & 50% Hydrogen Peroxide	PRI-SC® technology (combined iron salts/hydrogen peroxide)
Ferrous Chloride iron salts	Calcium or sodium nitrate salts and related products
Shocking technology (e.g. Caustic, PAA, other)	Vapor Fogging Technology

## 9 PROGRAM MANAGEMENT

Program management and operations drives overall program performance in terms of achieving treatment and cost optimization goals. It forms the “backbone” of accountability to the City of Wichita in terms of program compliance, sampling/monitoring, documentation and reporting, and cost containment. It also establishes a highly interactive and transparent “operating framework” for the working relationship of US Peroxide’s program team and Wichita, creating the opportunity for shared thinking, and the application of innovation and continuous improvement initiatives.

An outline of scope, performance metrics and practices that guide the operations of a permanent full-service program are discussed below.

### PERFORMANCE METRICS

Operational performance metrics are used to ensure program compliance, thorough documentation and reporting, and as a means for weekly feed rate and seasonal optimization and cost containment measures. The fundamental operations metrics include the following:

#### I. **Compliance Sampling / Monitoring**

- a. Operations Routine – US Peroxide is to provide field sampling personnel/instrumentation for routine data collection and sampling to document that compliance targets are being met. The effort includes both plant monitoring (monthly deployment/retrieval of H<sub>2</sub>S data logging instruments at which time liquid-phase grab samples will also be analyzed).
- b. Treatment Compliance Measures – Treatment compliance will be measured and documented monthly to ensure objectives are met. In the event where the system is out of compliance, US Peroxide will respond immediately to remedy the problem and reestablish compliant operation.
- c. Sampling Program Analyses and Methods – The following materials and methods will be used for sampling and analysis:

Liquid (Grab) Samples	Procedure
<b>Total sulfide</b>	Std. Methods 4500-S <sup>2-</sup> D. Methylene Blue (Lamotte kit)
<b>Dissolved sulfide</b>	As above, using pre-flocculation to remove insoluble sulfides
<b>pH</b>	Narrow range pH test strips (+/- 0.2 units)
<b>Temperature</b>	NIST calibrated thermometer
<b>Total iron</b>	Std. Methods 3500-Fe D. Phenanthroline (Hach)
<b>Ferrous iron</b>	As above, using mild acidification to dissociate FeS
<b>Residual H<sub>2</sub>O<sub>2</sub></b>	Enzymatic redox test strips (e.g., EM Quant)
Vapor samples (Continuous datalogging)	Procedure
<b>H<sub>2</sub>S</b>	App-Tek OdaLog (Monitor / Datalogger)

## II. **Documentation and Reporting**

- a. Sampling data to be e-mailed to designated City of Wichita personnel monthly (or as it is obtained).
- b. Monthly Reports: Use rate and monitoring data to be organized into data reports delivered within five business days of period close. The general outline of the report is as follows:
  - Highlights: Overall performance, chemical use-rates (actual vs. budgeted), current status, changes made, work completed, special notes
  - Chemical feed rates
  - Current rates (by location / product)
  - Prior month use (actual vs. budget, by location/ product)
  - Monitoring data: Discuss variances, excursions, significant findings / observations, etc. for the interceptor and treatment plant.
  - Site / Equipment issues
  - Notes issued
  - Work scheduled

## III. **Optimization**

- a. Routine feed rate adjustments, profiling, and seasonal optimization – Based on the monitoring results, the chemical feed rate profiles for each installation will be adjusted to maintain performance with the most efficient use of chemicals. The procedure should involve adjusting the chemical feed rates over several days to identify the lowest daily feed rates that achieve the program objectives. The data collected and results will be included in the following monthly report.
- b. Budgeting/cost containment measures – Cost containment measures will be dictated by routine (on-going) feed rate adjustments and seasonal optimization. Each chemical will be dosed at set feed rates and monitored so as to ensure they are properly dosed (not overly or in excess) at each key monitoring location. Chemical budgets will be reviewed routinely to compare actual versus budgeted amounts and updated annually.

## IV. **Operational measures**

- a. No reportable spills
- b. No product outages
- c. No (unscheduled) downtime
- d. No reportable injuries

## V. **Communications**

- a. Monthly Reports delivered within 5 business days of closing

- b. Deviations from performance / cost containment/operational targets documented in e-mails to Wichita within 24 hrs of discovery, and followed by daily updates until resolved

VI. **Safety** – US Peroxide manages risk in every aspect of a project cycle.

- a. Engineering and Installation - All systems are designed and installed to the strictest of specific chemical standards and in accordance with US Peroxide standards. Each dose site is evaluated and selected with safety as a primary consideration.
- b. Maintenance and Service – All field service personnel experienced and trained on the proper use and handling of chemicals required for USP programs.
- c. Demobilization – USP manages the proper preparation and removal of all chemical dosing systems from project sites.

VII. **Site inspection and maintenance**

US Peroxide Field Services develops and implements a maintenance and inspection program for each program dose site. For Wichita, that includes monthly system inspections and annual preventive maintenance. US Peroxide maintains a ready inventory of critical spare parts to ensure program treatment will not be interrupted. US Peroxide performs all required maintenance on systems using qualified field service personnel and the proper spare parts to ensure system reliability.

## 10 LIST OF SIMILAR PROJECTS

US Peroxide has over 19 years of experience and a proven track record in providing program and operations management of full-service chemical technology treatment programs for water, wastewater, soil and air. We currently serve over 175 municipal and industrial customers across the US and Canada, with an installed base of over 250 storage/dosing systems in continuous operation, employing a range of chemical technologies for treating hydrogen sulfide.

We have managed integrated chemical treatment programs operating at some of the largest municipal agencies in the US including San Diego (Pt. Loma), SROG (Phoenix), and ABCWA (Albuquerque), Trinity River Authority (Dallas), North Texas Municipal Water District (North Dallas) and JEA (Florida), to name a few. In addition, there are currently over 30 PRI-SC<sup>®</sup> programs running throughout the U.S. and Canada.

Our unique expertise in applications, program management, and operational services, combined with our advanced chemical dosing systems, provide our customers with a high degree of assurance in meeting program schedules, treatment goals and cost performance objectives. In addition, our strong commitment to safety, quality and excellence in delivery of our programs yields customer loyalty and builds lasting partnerships.

The below contains a select list of current program/project references and descriptions that demonstrate US Peroxide's ability to deliver successful odor and corrosion control programs, similar to what the City of Wichita is requesting, on schedule and within the contract specifications and budget.

Customer	Contact	Program Scope	Contract History
<b>City of Raleigh Raleigh, NC</b>	T.J. Lynch Waste Water Treatment Superintendent Public Utilities Dept. City of Raleigh PH: 919-662-5700 <a href="mailto:tj.lynch@raleighnc.gov">tj.lynch@raleighnc.gov</a> <a href="http://www.raleighnc.gov">www.raleighnc.gov</a>	Full-service PRI-SC <sup>®</sup> program on the major trunkline system for sulfide, phosphorus and UV sleeve fouling control.	Ongoing program since September 2008
<b>City of Springfield Springfield, MO</b>	Kelly Green Plant Superintendent Southwest WWTP 3301 S. FF Highway Springfield, MO 65807 PH: 417-891-1600 x121 <a href="mailto:kgreen@springfieldmo.gov">kgreen@springfieldmo.gov</a>	Full-service PRI-SC <sup>®</sup> and hydrogen peroxide program including the supply of ferrous chloride, hydrogen peroxide, equipment, and services.	Ongoing program in operation since April 2006

<p><b>City of San Diego, CA</b></p>	<p>K.C. Shankles Wastewater Treatment Superintendent 1902 Gatchell Road San Diego, CA 92106 PH: 619-221-8728 <a href="mailto:kshankles@sandiego.gov">kshankles@sandiego.gov</a></p>	<p>Full-service PRI-SC®/PRI-CEPT® Service Contract, includes H2O2/Fe product, equipment and services.</p>	<p>Ongoing project since 2006</p>
<p><b>City of Glendale, AZ Wastewater Dept. Glendale, Arizona</b></p>	<p>Mark Fortkamp Wastewater Collections Supervisor 6829 North 58<sup>th</sup> Drive Glendale, AZ 85301 PH: 623-930-4756 <a href="mailto:MFortkamp@glendaleaz.com">MFortkamp@glendaleaz.com</a></p>	<p>Full-service hydrogen peroxide program in the collection system consisting of 7 dose sites with plans for future additions.</p>	<p>Ongoing project since 1999</p>

In addition to the above references, we also wanted to provide further related experience detail on the following programs, which we feel would be of use to the City of Wichita:

1. City of Springfield, MO PRI-SC® Program
2. City of San Diego, Point Loma WWTP System PRI-SC®/PRI-CEPT® Program
3. PRI-SC® Sulfide, Phosphorus and UV Fouling Improvements at Raleigh, NC

**CITY OF SPRINGFIELD, MO PRI-SC® PROGRAM**

**CONTRACT / PROGRAM PERIOD AND SIZE**

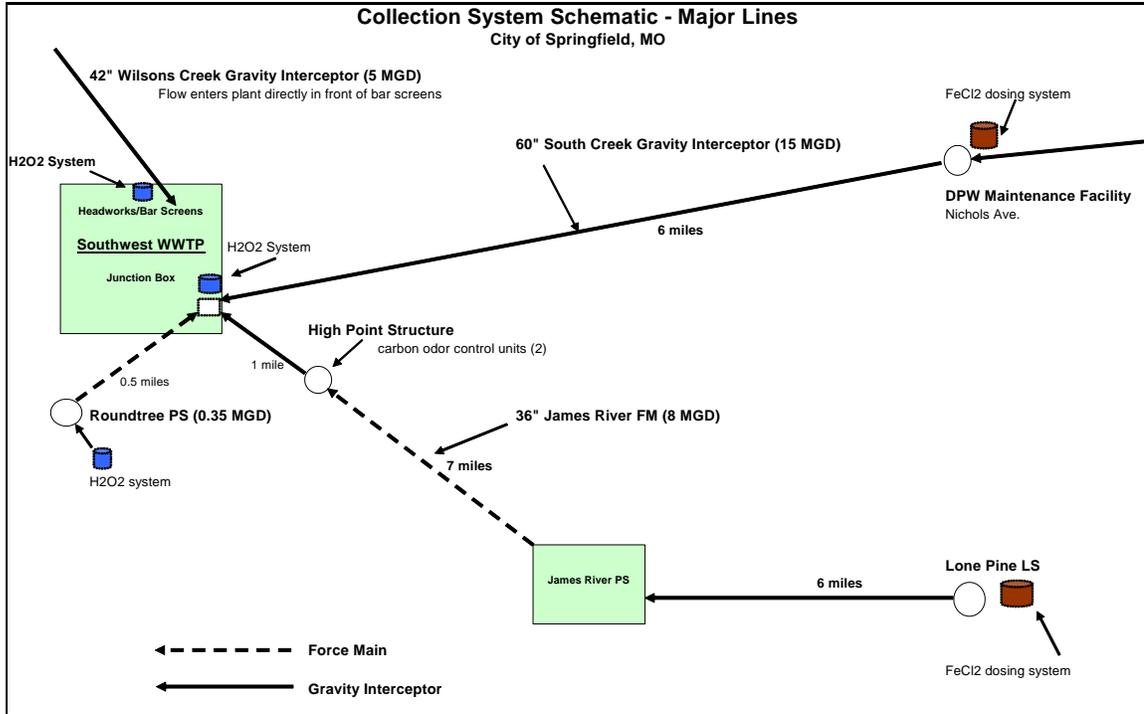
US Peroxide entered into a five year PRI-SC® (1 year with 4 renewals) service contract with the City of Springfield in 2013 after successfully demonstrating the technology in 2006 and 2007 as well as completing an initial 5 year term contract in 2008. The 2013/14 service program budget is \$350,000. In addition to the annual service program, the City of Springfield purchased all the storage and feed equipment for US Peroxide which was a capital expense of \$444,000 in 2008.

**APPLICATION / PROGRAM DESCRIPTION**

The PRI-SC® program encompasses two interceptor systems (James River, South Creek) which comprise about 80% of the 29 MGD flow into the Southwest wastewater plant. Ferrous Chloride is dosed in the collection system at Lone Pine LS for the James River Interceptor and the Department of Public Works service center for the South Creek Interceptor. These interceptors feed into a junction box at the Southwest wastewater plant where the iron is regenerated with hydrogen peroxide. We are

also treating the Roundtree forcemain with hydrogen peroxide at the Roundtree LS. A system schematic is in the diagram below.

**Diagram 1**



The hydrogen sulfide control chemical dosage rates are in Table 1 below.

**Table 1**

Feed Location	Chemical Dosage (gpd)				
	Seasonal Load Months	Low Jan-April	Mid May/June	High July-Oct	Mid Nov/Dec
<b>Hydrogen Peroxide:</b>					
Roundtree		15	20	22	20
Wilson's Creek		0	0	70	0
Junction Box		0	0	140	0
<b>Ferrous Chloride:</b>					
Lone Pine		350	400	450	400
Service Center		0	0	100	0

The service program includes supply of hydrogen peroxide and ferrous chloride; control limit based chemical dose rate profiling and seasonal adjustments, storage/dosing equipment service, and related monitoring/reporting services.

## **BACKGROUND / PRI-SC<sup>®</sup> DEMONSTRATION DESCRIPTION AND RESULTS**

The City of Springfield treats an average of 29 MGD of sewage at their Southwest WWTP, the majority of which is conveyed by three main trunk systems; the South Creek and Wilson Creek gravity interceptors, and the James River forcemain system. The hydrogen sulfide (H<sub>2</sub>S) loading generated from these systems, the James River system in particular, contributes significantly to odor complaints received at the WWTP from the surrounding community. To address the odor issues, the City contracted with Black & Veatch (B&V) to conduct a comprehensive study to identify and characterize the major sources of odors and make recommendations for abatement strategies that included process changes, equipment upgrades and evaluation of H<sub>2</sub>S chemical treatment methods. The evaluation of chemical treatment was conducted via a contract with US Peroxide to perform a multi phase full-service demonstration program that employed a combination of FeCl<sub>2</sub> and H<sub>2</sub>O<sub>2</sub> addition at various locations in the system, including the application of the PRI-SC<sup>®</sup> process on the James River system. Following several optimization phases the combined program strategy has achieved the following results:

- Significantly reduced odor complaints from neighbors around the WWTP
- Established a seasonally optimized chemical program to meet target H<sub>2</sub>S levels at all control points year round.
- FeCl<sub>2</sub> addition has aided in phosphorous removal at the WWTP, resulting in savings of ~ \$200,000 per year through reduced alum use.
- Lower H<sub>2</sub>S vapor levels at a key control point has reduced O&M costs associated with the carbon scrubber unit at that location.

## **PROGRAM / PERFORMANCE GOALS AND EXPECTATIONS**

The gaseous control limits are 15 ppm at the High Point and Junction Box. The liquid control limits are 0.2 mg/L in the primary clarifiers. We are able to control hydrogen sulfide below established control limits. We are only 3 months into our first year of service (2008/09) but so far are operating within our budget.

During our PRI-SC<sup>®</sup> 8 months demonstration period, we had a budget of \$296,500 but only spent \$196,610 which put us 33.7% under budget for the demonstration. The PRI-SC<sup>®</sup> demonstration was so successful that the City of Springfield (through Black & Veatch) allowed us to continue the program for another 1 ½ years beyond the demonstration period until the City put the odor control program out to bid. US Peroxide was the low bidder and won the service contract for up to five years in 2008 and again in 2013.

### CONTRACT/PROGRAM SIZE (ANNUAL)

US Peroxide entered into a five-year PRI-SC®/PRI-CEPT® service contract with San Diego in 2013 and 2008 (two sets of five, one year terms) after successfully demonstrating the technology in 2005. The 2013/2014 program budget is approximately \$1,500,000 for hydrogen peroxide (H<sub>2</sub>O<sub>2</sub>). US Peroxide also supplies the City with Ferrous Chloride (FeCl<sub>2</sub>) under a separate contract.

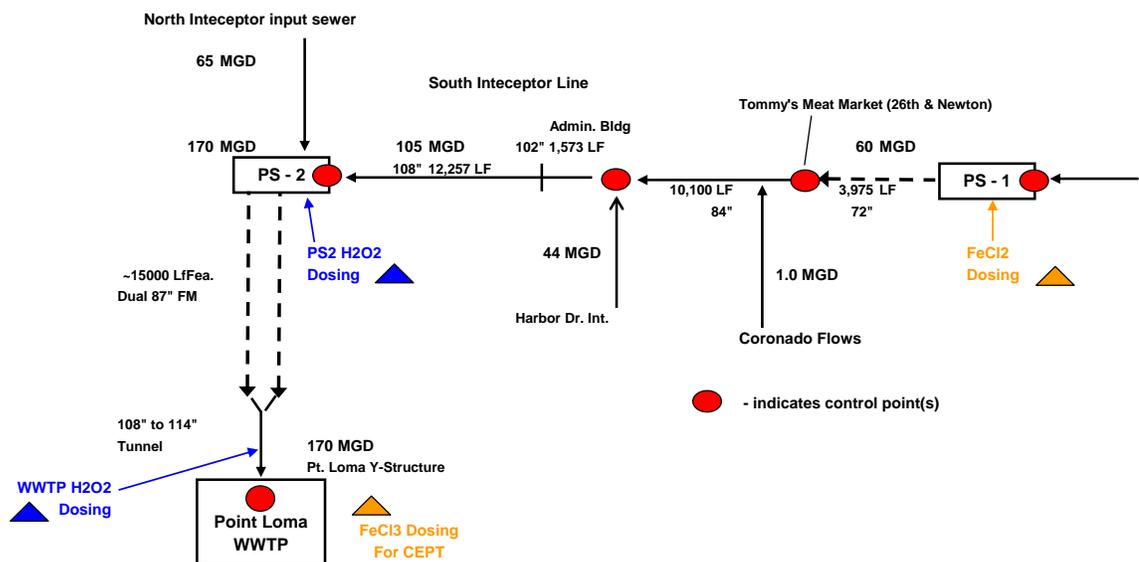
The program delivery scope includes supply of hydrogen peroxide (ferrous under a separate contract), the associated storage/dosing equipment, equipment maintenance, technical support services, inventory/delivery management and related monitoring/reporting services.

### APPLICATION/PROGRAM DESCRIPTION OVERVIEW

The PRI-SC®/PRI-CEPT® program encompasses treatment of the Point Loma Interceptor and WWTP for sulfide control and enhancement of their Advanced Primary Treatment process (CEPT). The Point Loma system treats an average of 170 MGD of wastewater collected from the greater metro area and includes the major infrastructure facilities Pump Station 1 (PS1), Pump Station 2 (PS2) and the WWTP. The PRI-SC®/PRI-CEPT® program is operated by the addition of FeCl<sub>2</sub> at PS1 followed by H<sub>2</sub>O<sub>2</sub> addition at PS2 and the WWTP (see diagram below).

The program was designed to provide a cost savings benefit of \$250,000 per year or more based on an overall reduction in the amount of iron salts used (Ferrous Chloride and Ferric Chloride) for sulfide control and CEPT as compared to the original iron salts only program.

### City of San Diego Point Loma PRI-SC®/PRI-CEPT® Program Layout



## PERFORMANCE/PROGRAM GOALS AND EXPECTATIONS

As a result of implementing the PRI-SC®/PRI-CEPT® program the City has realized both cost saving benefits and performance enhancements. In 2008 cost savings compared to the full year 2007 baseline iron only program were averaging approximately \$1500/day (> \$500,000 per year) for a 9 month period (March through December). With the upward volatility in pricing of iron salts expected in near term future savings derived from the PRI-SC®/PRI-CEPT® program will increase and act as a strong hedge.

### City of San Diego PRI Program Cost Benefit Summary

Chemical/Location	City Fe Program Avg Daily Cost	PRI Program Avg Daily Cost	Avg Daily PRI Cost savings
FeCl3 - PS2	\$2,717	\$0	\$2,717
FeCl3 - Point Loma (CEPT)	\$8,120	\$4,450	\$3,670
FeCl2 - Point Loma (DIG)	\$1,200	\$2,290	-\$1,090
H2O2 - PS2	\$0	\$2,166	-\$2,166
H2O2 - Point Loma	\$0	\$1,594	-\$1,594
	<b>\$12,037</b>	<b>\$10,500</b>	<b>\$1,537</b>

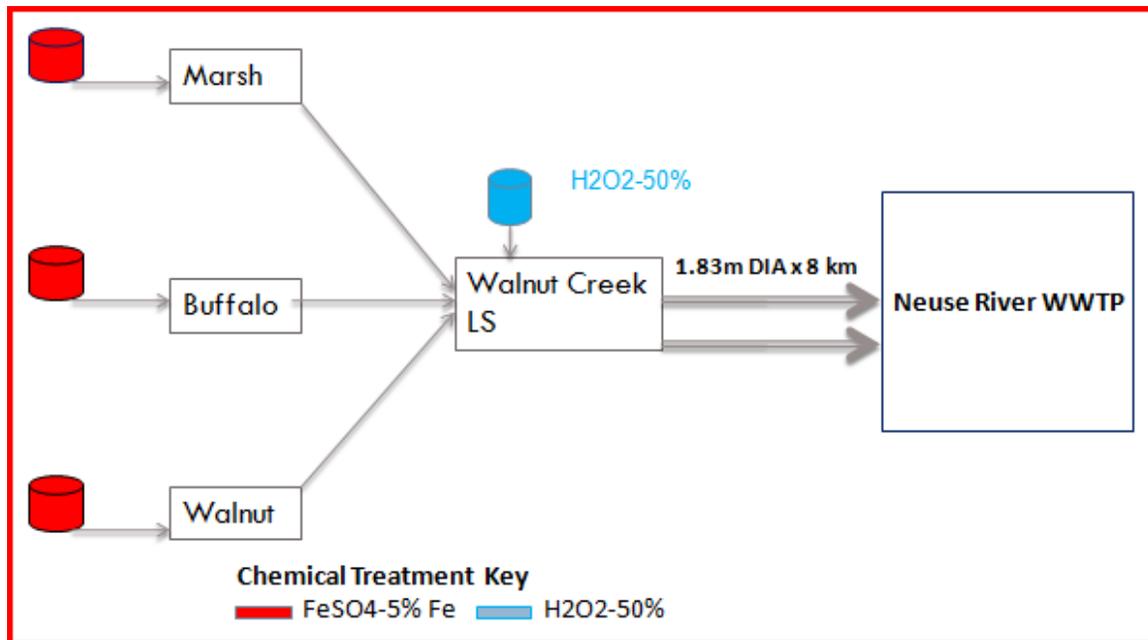
In addition, the operating performance of the CEPT process has steadily improved above baseline as the program has been optimized. Recent results for TSS removals are steadily in the 90 percent range and the amount of iron solids (FeS) being discharged to the ocean outfall has been reduced by 60%, which improves the environmental impact.

**CONTRACT / PROGRAM PERIOD AND SIZE**

The City of Raleigh Neuse River Wastewater Treatment Plant is a tertiary wastewater treatment facility serving the City of Raleigh. Its capacity is 60 MGD and it is treating an average of 36.7 MGD. After a successful demonstration in 2008, the City of Raleigh implemented Peroxide Regenerated Iron Sulfide Control (PRI-SC<sup>®</sup>) as a means to improve collection system sulfide control and maintain plant phosphorus removal while reducing the amount of iron salts in the collection system. The 2010/2011 program budget is approximately \$250,000/year for hydrogen peroxide (H<sub>2</sub>O<sub>2</sub>).

**APPLICATION/PROGRAM DESCRIPTION OVERVIEW**

The PRI-SC<sup>®</sup> technology was implemented by adding H<sub>2</sub>O<sub>2</sub> at the Walnut Creek Lift Station to regenerate FeSO<sub>4</sub> fed from three upstream locations. The City of Raleigh maintained their existing FeSO<sub>4</sub> sites and plant alum feed. The PRI-SC<sup>®</sup> technology was implemented by adding H<sub>2</sub>O<sub>2</sub> at the Walnut Creek Lift Station to regenerate FeSO<sub>4</sub> fed from the three upstream locations. A simplified collection system PRI-SC<sup>®</sup> schematic is shown below.



## **PERFORMANCE/PROGRAM GOALS AND EXPECTATIONS**

When compared to the FeSO<sub>4</sub> program alone, PRI-SC<sup>®</sup> was able to provide improved hydrogen sulfide control at both the WCLS and the Neuse River WWTP. Even though the FeSO<sub>4</sub> levels were reduced by 70% in the collection system, equivalent levels of phosphorus removal were achieved at the Neuse River WWTP with similar levels of alum feed. By reducing the amount of iron entering the Neuse River WWTP, UV sleeve fouling rates were significantly reduced, resulting in 77% fewer manual sleeve cleanings per year. By implementing PRI-SC<sup>®</sup>, the City of Raleigh achieved annual chemical cost savings of \$80,300 plus an additional \$25,600 per year in labor savings from the reduced frequency of manual UV sleeve cleanings. The City of Raleigh continues to utilize PRI-SC<sup>®</sup> in their collection system. The PRI-SC<sup>®</sup> program has allowed the city to address both collection system and treatment plant issues in a more holistic manner.

**11 ADDENDUM ACKNOWLEDGEMENT**

12 CERTIFICATE OF INSURANCE (STANDARD FORM)





## US Peroxide Hydrogen Peroxide Storage and Feed System General Equipment Specifications

### General

US Peroxide's (USP) modular storage and dosing systems have been specially designed to safely store and dose hydrogen peroxide for waste treatment and chemical process applications. The hydrogen peroxide storage and feed system can be effectively broken down into four categories (storage tank system, piping system, dosing module, and instrumentation & controls) each of which is described below.

### Storage Tank System

The tank working capacity ranges from 1100 gallons to 10,500 gallons with specific tanks selected based on usage, space availability, logistics etc. USP will recommend a tank size for each application. Each tank system has integral secondary containment and is designed with a completely sealed containment area. The internal tank is of UV stabilized heavy-duty (16 lbs/gal rating) high-density (1.9 specific gravity) polyethylene (HDPE). The secondary containment (external) tank is of HDPE with UV stabilizers, sized to provide 110% containment capacity, and sealed to the primary tank to prevent seepage of rainwater into the annular space. It has an acrylic window to allow visual inspection of the primary tank and bulkhead fittings (to confirm no leakage has occurred). Each tank system is built to seismic and wind requirements, and comes equipped with a dedicated passivated stainless steel or

aluminum fill line, inspection ports, overflow pipe, breather vents, and relief devices all conforming to nationally-recognized engineering practices, e.g., the Factory Mutual Engineering Corp. (Norwood, MA) - H<sub>2</sub>O<sub>2</sub> Loss Prevention Data 12-48/7-84.

## Tanks

1. Double contained storage tanks shall be molded from high-density linear polyethylene. The molding resin used shall be virgin Exxon Chemical Escorene #8660/8661, as compounded by the manufacturer, with the following chemical properties as a minimum.

Property	ASTM Std	Value
Resin Density	D1505	0.938-0.944 g/cc
Tensile Yield Stress	D638	2600 psi
Elongation at Break	D638	350%
ESCR (100% Igepal, Cond. A, F50)	D1693	400-1000 hours
ESCR (10% Igepal, Cond. A, F50)	D1693	200-500 hours
Vicat Softening Temperature	D1525	235°F
Flexural Modulus	D790	97,000-103,000 psi

The inner tank wall thickness shall be rated for 1.9 specific gravity, extra heavy wall, and the overall minimum required wall thickness shall be in accordance with ASTM D1998.

2. The outer wall shall contain between 0.25 - 0.50 percent ultraviolet stabilizer that is compounded in the resin. No titanium, or carbon based pigments, shall be used.
3. Double contained storage tanks shall be sized with the containment tank providing 110 percent capacity of the primary tank. The containment tank shall be sealed to the outer wall of the primary tank to prevent contamination.
4. Tank vents shall comply with CCR, Title 8 for normal venting of atmospheric tanks. Vent devices shall be designed in accordance with hydrogen peroxide industry standards to provide adequate relief in the event of deflagration of the tank contents. Contact USP Equipment and Engineering Services for assistance with sizing relief devices.
5. Each tank shall have a dedicated fill line. All nozzles attached to the tanks below the full level of the tanks shall be two-flanged style. The nozzles shall incorporate a passivated Type 316 stainless steel standard flange on each side of the tank wall with gaskets. Gaskets shall be of Viton, or equal cross-linked polyethylene. Bolts made of Type 316 stainless steel shall clamp the two flanges together, clamping the gaskets to the tank wall.
6. Proper caution or warning signs as prescribed by CCR, Title 8 shall be affixed to the tank. Said labeling shall be in a manner consistent with local codes.
7. Standard tank sizes are 1100, 2100 3000 5000, 6500 and 7800 gallon.

## Transfer System

- 1) Suction, discharge, and injection pipe and tubing shall be passivated Type 304L, and/or Type 316 SS. All components (pipe and tube) in the transfer system shall have a minimum wall thickness of 0.035". Passivation procedures shall be in accordance to hydrogen peroxide industry standards. Contact USP for assistance with proper passivation procedures.

- All pipe, 1" and smaller, shall conform to ASTM A312/A312M; Type 316 SS, welded (seamless), schedule 40S, threaded. All associated pipe fittings, 1" and smaller, shall conform to ASTM A182/A182M Rev C; Grade F316, forged, threaded.
  - All tubing, 3/4" and smaller, shall conform to ASTM A312/A312M; Type 304L SS, welded (seamless), soft. All associated pipe fittings, 1/2" and smaller, shall conform to ASTM A182/A182M Rev C; Grade F304, forged, flareless compression type
- 2) Hand valves within the system shall provide safety isolation, operational functionality, and isolation of pump components for inspection and repair.
    - All hand valves shall conform to Federal Specification WW-V-35C, Type 2, Class A, Style 3; Type 316 stainless steel uni-body ball valve, with vented ball, threaded – Conbraco Ind., Apollo series Saturn ball valve, or equivalent.
  - 3) Pressure relief valves (PRV's) shall provide adequate venting in any areas of the transfer system where peroxide can be confined.
    - The transfer system shall vent through the pressure relief devices on the tank, and the backpressure valve on the pump skid, during normal operating conditions. Redundant PRV's shall be Type 316 SS inline check valves with a fixed cracking pressure of 100 psi, threaded – Swagelok CP Series, or equivalent.
  - 4) Gaskets shall be of virgin Viton, or Garlock Style 3545 Gylon. O-rings shall be virgin Viton. Pipe compound shall be Loctite 567. Anti-galling compounds shall be a Chlorotrifluoroethylene Polymer, suitable for the site requirements, and other metals present.

## Dosing Module

- 1) The skid shall be enclosed in lockable, weather resistant, hardcover enclosure. The enclosure shall be constructed of LDPE, with UV inhibitors and shall include an integrated spill/lead containment sump with leak detection hardware. The enclosure shall be of a design that complies with 40 CFR 122.26: BMP for Stormwater Pollution Prevention Plan with units sized per below.
  - Standard Enclosure – provides a rigid base with a 66 gallon sump (standard USP system) and drain valve, (2) front opening doors for easy access. The enclosure can be equipped for seismic tie-down or wind load where required. Leak detection options available with local alarming or output to site monitoring system. Manufacturer and model shall be NewPig PAK-601, or equivalent.
  - Small (Mini) Enclosure - provides a rigid base with a 15 gallon sump and drain valve, (1) roll-up front door for easy access. The enclosure can be equipped for seismic tie-down or wind load where required. Leak detection options available with local alarming or output to site monitoring system. Manufacturer and model shall be NewPig DRM-828, or equivalent.
- 2) An appropriately sized calibration column, constructed of a clear PVC column, and PVC end caps, with the appropriate sized FNPT connections top and bottom, shall be provided. Manufacturer and model shall be Accudraw PV series, or equivalent.
- 3) Pressure gauges shall conform to ASME Grade B, have a minimum 2.5 in dia. stainless steel case, and a 1/4" NPT connection, unless otherwise specified. The gauges shall have Type 316 SS, Bourdon tubes, tips, and sockets. The provided pressure gauges shall be Ashcroft Type 1008S, or equivalent
- 4) Back pressure valve (BPV) shall have a Type 316 SS body and wetted components, a PTFE faced diaphragm, and a 1/2" FNPT process connection. The BPV shall be capable of handling 320 gph (pulsating). The provided BPV shall be Griffco Valve, or equivalent

- 5) The chemical metering pump(s) shall be motor-driven mechanically actuated multi-diaphragm style pump(s).
  - a. The motor driven pump shall be sized to support the full range of operation and shall be designed specific for the hydrogen peroxide service with a SST pump head, PTFE diaphragms and o-rings, SST valves and seats.
  - b. The unit shall have a C-face adapter and coupling, driven by a 1.5hp, 3phase, 230/460V, and 1750rpm Inverter Duty Motor- Marathon Black Max, and 1000 to one turndown ratio.
  - c. A NEMA 4X, AC variable frequency drive with single phase, 115V input and 3 phase, 230V out to the pump motor is required.
  - d. Suggested pump for this application is A Wanner Hydra-Cell D3.
- 6) The chemical dosing pumps shall be mated to a flanged magnetic flow meter with ½" 150 lb flanged connections. The unit shall be designed for hydrogen peroxide with all wetted parts to be PTFE or 316 SST. Unit body shall be 304/316 stainless steel. Unit shall include stainless steel or Hastalloy electrodes and conductivity ring. Unit shall include a remote mount interface panel.
  - e. System performance per the following:
    - i. 0.25% accuracy at 1 to 39 fps independent of fluid viscosity, temperature or density
    - ii. 0.1% repeatability
    - iii. Accurate to minimum fluid conductivity of 5.0 micromhos/cm
    - iv. Bi-directional flow
    - v. Analog output - 4-20 mA scaled analog output (pulse output to 5kHz)
    - vi. Digital output – 24 VDC, 100mA max
    - vii. Noise dampening programmable from 1 to 6
    - viii. Pulse width programmable to 500ms
    - ix. Automatic correction for zero stability
    - x. LCD display
    - xi. Panel rating of NEMA 4X
    - xii. ½ npt cord grip connector
    - xiii. Ambient temperate - -4 to 140 F

## Instrumentation & Controls

- 1) A continuous level device, intended for dynamic tank level readings, shall be provided for the storage tank. Said device consists of a loop powered ultrasonic level element incorporating: user programmable functions, a PVDF or PFE transducer, Hart compliance, and 4-20 mA scalable analog output – OhmartVEGA SON 6X, or equivalent.
- 2) An integrated telemeter/controller device shall be provided. All incoming data (real-time and historic) received by the device shall be accessible to a central control center, at any time during the day. All control functionality shall be accessible to a central control center, for remote adjustment and actuation, at any time during the day. Communication shall be via: a hardwire (twisted-pair) landline, a RTU to landline, or a cellular phone.
  - a. Device shall be capable of receiving analog inputs from associated instrumentation. One channel shall be dedicated to receiving an analog input from any standard continuous level device, and correlating the signal to gallons of product with the tank. This value shall be displayed on a local display. One channel shall be dedicated to receiving an analog input from a pressure transducer, and correlating the signal to a pump health value, for diagnostic and preventative maintenance issues.
  - b. Device shall be capable of providing analog and discrete outputs to associated pumps. A minimum of two channels shall be dedicated to providing an analog output to a pump. This output shall allow for independent profiling of a dynamic pump, in one hour increments, repeated over a 24 hour day, and seven distinct days of the week. A minimum of two digital

- outputs shall be dedicated to providing a discrete output to the pumps. These outputs shall provide a start-stop function for a steady-state pump, or a pacing function for a relay driven pump.
- c. Device shall incorporate a remote flow meter on the fill line and a totalizer function within the computer that will enable the control center to determine the amount of fluid added to the storage tank during a refill.
  - d. Device shall have an internet webpage access that will allow for the monitor and control of the dosing system and storage tank. Remote monitor capabilities shall include real time and historical tank level readings, current pump speed, and pump status. Remote control aspects shall include ability to pause pump operation, switch the active pump from one to the other, and change pump speed as situations may require.
  - e. Device shall incorporate a Human Machine Interface to enable local control functions and minor parameter changes such as the driver of the chemical truck to enter the amount he delivered and an ability to change pump profiles based on a 24/7 requirement. Both functions shall have different passwords in order to limit access to control. This HMI terminal shall be touch screen capable.
  - f. Device shall be housed in a NEMA 4X rated electrical enclosure(s). The device shall be capable of providing the operating temperature inside the enclosure, as well as calculating the nominal environmental temperature, for both device and instrumentation health. Any penetrations into the enclosure should maintain the NEMA 4X integrity.
  - g. Device shall have the appropriate spare channels, capable of receiving output from standard instrument suites. The device shall have a local bus connection for system diagnosis and adjustment by a technician.
  - h. Enclosure that receives any voltage above 30volts shall be UL-508 certified as a minimum standard of safety.
  - i. Device shall have additional input/outputs that can incorporate such features as (but not limited to):
    - i. Leak detection
    - ii. Presence of fluid in containment system (rainwater, etc)
    - iii. Security requirements (lights, etc)
  - j. Device shall have the flexibility to incorporate other communication protocols such as MODBUS or PROFIBUS
  - k. Device shall have additional communication abilities to send e-mail or SMS alerts, cautions, or advisory information to designated personnel for (but not limited to):
    - i. Low tank level
    - ii. High tank level
    - iii. Pump failure
    - iv. Received XXXX gallons of product
    - v. Fluid in containment
    - vi. Leak detected in pump skid



## US Peroxide Iron Salts Solution Storage and Feed System General Equipment Specifications

### General

US Peroxide's (USP) modular storage and dosing systems have been specially designed to safely store and dose iron salt solutions for waste treatment and chemical process applications. The storage and feed systems can be effectively broken down into four categories (storage tank system, piping system, dosing module, and instrumentation & controls) each of which is described below.

### A. Storage System

The tank working capacity ranges from 6500 gallons to 10500 gallons with specific tanks selected based on usage, space availability, logistics etc. USP will recommend a tank size for each application. Each tank system has integral secondary containment and is designed with a completely sealed containment area. The internal tank is of UV stabilized heavy-duty (16 lbs/gal rating) high-density (1.9 specific gravity) polyethylene (HDPE). The secondary containment (external) tank is of HDPE with UV stabilizers, sized to provide 110% containment capacity, and sealed to the primary tank to prevent seepage of rainwater into the annular space. It has an acrylic window to allow visual inspection of the primary tank and bulkhead fittings (to confirm no leakage has occurred). Each tank system is built to seismic and wind requirements, and comes equipped with a dedicated Schedule 80 PVC fill line, inspection ports, overflow pipe, breather vents, and relief devices all conforming to nationally-recognized engineering practices. Single wall designs are available. Contact US Peroxide for additional information.

- 1) Double contained storage tanks shall be molded from high-density linear polyethylene. The molding resin used shall be virgin Exxon Chemical Escorene #8660/8661, as compounded by the manufacturer, with the following chemical properties as a minimum.

<u>Property</u>	<u>ASTM</u>	<u>Value</u>
Resin Density	D1505	0.938-0.944 g/cc
Tensile Yield Stress	D638	2600 psi
Elongation at Break	D638	350%
ESCR (100% Igepal, Cond. A, F50)	D1693	400-1000 hours
ESCR (10% Igepal, Cond. A, F50)	D1693	200-500 hours
Vicat Softening Temperature	D1525	235°F
Flexural Modulus	D790	97,000-103,000 psi

The inner tank wall thickness shall be rated for 1.9 specific gravity, extra heavy wall, and the overall minimum required wall thickness shall be in accordance with ASTM D1998.

- 2) The outer wall shall contain between 0.25-0.50 percent ultraviolet stabilizer that is compounded in the resin. No titanium, or carbon based pigments, shall be used.
- 3) Double contained storage tanks shall be sized with the containment tank providing 110 percent capacity of the primary tank. The containment tank shall be sealed to the outer wall of the primary tank to prevent contamination.
- 4) Standard double wall tank sizes are: 6500, 7800, and 10500 US gallon.
- 5) Each tank shall have a dedicated fill line. All nozzles attached to the tanks below the full level of the tanks shall be two-flanged style. The nozzles shall incorporate a passivated Type 316 stainless steel standard flange on each side of the tank wall with gaskets. Gaskets shall be of a Polytetrafluoroethylene compound, or a suitable Fluoroelastomer - Terpolymer. Bolts made of Type 316 stainless steel shall clamp the two flanges together, clamping the gaskets to the tank wall.
- 6) All tanks shall be outfitted with a reverse level indicator with a chemically compatible float device and a rigid external level indicator scaled to the specific tank size.
- 7) Proper caution, or warning signs, shall be affixed to the tank in a manner consistent with local codes.
- 8) Top discharge and flooded suction arrangement options are available. Each dose site is evaluated relative to space allowances, specific containment requirements and general site layout. With this information USP provides an arrangement recommendation.

## **B. Transfer system**

- 1) Suction, discharge, and injection pipe (rigid and flexible) shall be constructed of PVC & CPVC thermoplastic. All rigid piping in the transfer system shall be a minimum of heavy-duty Sch 80 CPVC. Pipe shall conform to ASTM D-1784 standard for manufacturing and ASTM D-1785 and F-441 standards for dimensions and workmanship.
  - a. All fittings shall be injection molded of PVC fitting compound of cell classification 12454-B and of CPVC fitting compound of cell classification 23447-B as described in ASTM D-1784.
    - i. All threaded fittings shall conform to thread standard ANSI/ASME B1.20.1 for tapered pipe thread.
    - ii. All socket weld fittings dimensions and tolerances shall conform to appended table PVC IPS schedule 80 socket dimensions.

- 2) Hand valves within the system shall provide safety isolation, operational functionality, and isolation of pump components for inspection and repair.
  - a. All hand valves (ball and butterfly) shall bear the manufacturer's name (or trademark), material designation, size, and IPS schedule.
- 3) Gaskets shall be either Viton B (or equal Fluoroelastomer – Terpolymer), or a Polytetrafluoroethylene compound. O-rings shall be Viton B, or equal Fluoroelastomer - Terpolymer. Pipe compound shall be Loctite 567.
- 4) All shop and field assembly work that involves solvent cemented joints (socket weld) shall conform to ASTM D-2855 practice for make-up procedures

### C. Dosing System

- 1) The skid shall be enclosed in lockable, weather resistant, hardcover enclosure. The enclosure shall be constructed of LDPE, with UV inhibitors and shall include an integrated spill/lead containment sump with leak detection hardware. The enclosure shall be of a design that complies with 40 CFR 122.26: BMP for Stormwater Pollution Prevention Plan – New PIG Roll Top Hardcover, or equivalent.
- 2) An appropriately sized calibration column, constructed of a clear PVC column, and PVC end caps, with the appropriate sized FNPT connections top and bottom, shall be provided – Valcom Indico model 8500, or equivalent.
- 3) The chemical metering pump(s) shall be motor-driven mechanically actuated multi-diaphragm style pump(s).
  - a. The motor driven pump shall be sized to support the full range of operation and shall be designed specific for the corrosive ferrous chloride service with a Kynar pump head, Viton GFLT diaphragms and o-rings, Hastelloy valves and seats.
  - b. The unit shall have a C-face adapter and coupling, driven by a 1.5hp, 3phase, 230/460V, and 1750rpm Inverter Duty Motor- Marathon Black Max, and 1000 to one turndown ratio.
  - c. A NEMA 4X, AC variable frequency drive with single phase, 115V input and 3 phase, 230V out to the pump motor is required.
  - d. Suggested pump for this application is a Wanner Hydra-Cell D10EKMGTTTMA.
- 4) The chemical dosing pumps shall be mated to a flanged magnetic flow meter with ½” 150 lb flanged connections. The unit shall be designed for corrosive ferrous chloride service with all wetted parts to be PTFE. Unit body shall be 304/316 stainless steel. Unit shall include tantalum Electrodes and conductivity ring. Unit shall include a remote mount interface panel.
  - a. System performance per the following:
    - i. 0.25% accuracy at 1 to 39 fps independent of fluid viscosity, temperature or density
    - ii. 0.1% repeatability
    - iii. Accurate to minimum fluid conductivity of 5.0 micromhos/cm
    - iv. Bi-directional flow
    - v. Analog output - 4-20 mA scaled analog output (pulse output to 5kHz)
    - vi. Digital output – 24 VDC, 100mA max
    - vii. Noise dampening programmable from 1 to 6
    - viii. Pulse width programmable to 500ms
    - ix. Automatic correction for zero stability
    - x. LCD display
    - xi. Panel rating of NEMA 4X

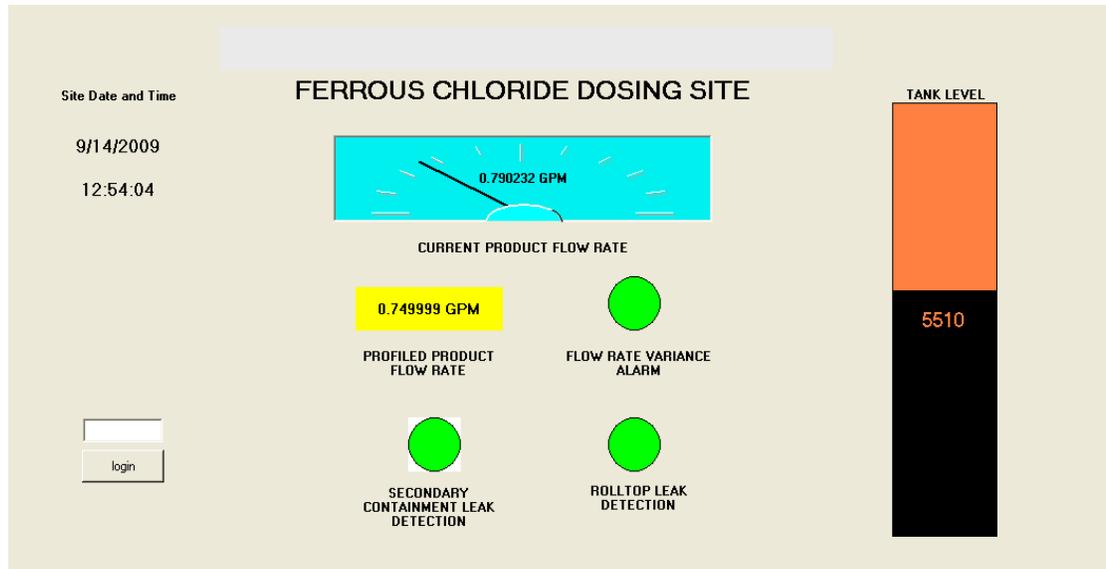
- xii. ½ npt cord grip connector
  - xiii. Ambient temperate - -4 to 140 F
- 5) The back pressure valve (BPV) provided shall have a PVC body and wetted components, a PTFE faced diaphragm, and a ¾" FNPT process connection. The BPV shall be capable of handling 400 gph (pulsating)



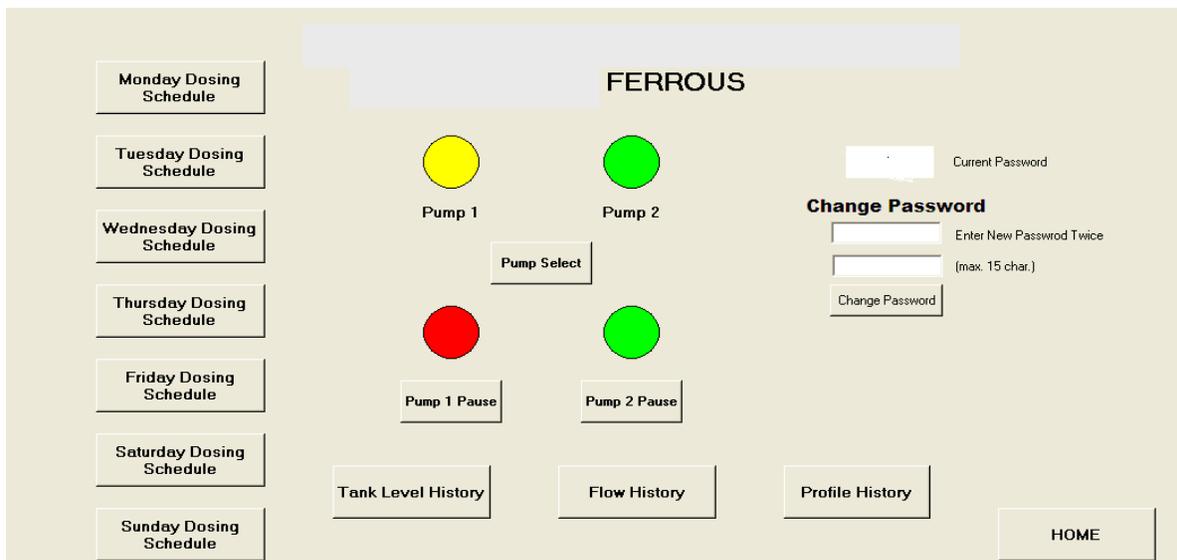
#### D. Instrumentation & Controls

- 1) A continuous level device, intended for dynamic tank level readings, shall be provided for the storage tank. Said device consists of a loop powered ultrasonic level element incorporating: user programmable functions, a PVDF or PFE transducer, Hart compliance, and 4-20 mA scalable analog output – OhmartVEGA SON 6X, or equivalent.
- 2) An integrated telemeter/controller device shall be provided. All incoming data (real-time and historic) received by the device shall be accessible to a central control center, at any time during the day. All control functionality shall be accessible to a central control center, for remote adjustment and actuation, at any time during the day. Communication shall be via: a hardwire (twisted-pair) landline, a RTU to landline, or a cellular phone.
  - a. Device shall be capable of receiving analog inputs from associated instrumentation. One channel shall be dedicated to receiving an analog input from any standard continuous level device, and correlating the signal to gallons of product with the tank. This value shall be displayed on a local display. One channel shall be dedicated to receiving an analog input from a pressure transducer, and correlating the signal to a pump health value, for diagnostic and preventative maintenance issues.
  - b. Device shall be capable of providing analog and discrete outputs to associated pumps. A minimum of two channels shall be dedicated to providing an analog output to a pump. This output shall allow for independent profiling of a dynamic pump, in one hour increments, repeated over a 24 hour day, and seven distinct days of the week. A minimum of two digital outputs shall be dedicated to providing a discrete output to the

- pumps. These outputs shall provide a start-stop function for a steady-state pump, or a pacing function for a relay driven pump.
- c. Device shall incorporate a remote flow meter on the fill line and a totalizer function within the computer that will enable the control center to determine the amount of fluid added to the storage tank during a refill.
  - d. Device shall have an internet webpage access that will allow for the monitor and control of the dosing system and storage tank. Remote monitor capabilities shall include real time and historical tank level readings, current pump speed, and pump status. Remote control aspects shall include ability to pause pump operation, switch the active pump from one to the other, and change pump speed as situations may require.
  - e. Device shall incorporate a Human Machine Interface to enable local control functions and minor parameter changes such as the driver of the chemical truck to enter the amount he delivered and an ability to change pump profiles based on a 24/7 requirement. Both functions shall have different passwords in order to limit access to control. This HMI terminal shall be touch screen capable.
  - f. Device shall be housed in a NEMA 4X rated electrical enclosure(s). The device shall be capable of providing the operating temperature inside the enclosure, as well as calculating the nominal environmental temperature, for both device and instrumentation health. Any penetrations into the enclosure should maintain the NEMA 4X integrity.
  - g. Device shall have the appropriate spare channels, capable of receiving output from standard instrument suites. The device shall have a local bus connection for system diagnosis and adjustment by a technician.
  - h. An enclosure that receives any voltage above 30volts shall be UL-508 certified as a minimum standard of safety.
  - i. Device shall have additional input/outputs that can incorporate such features as (but not limited to):
    - i. Leak detection
    - ii. Presence of fluid in containment system (rainwater, etc)
    - iii. Security requirements (lights, etc)
  - j. Device shall have the flexibility to incorporate other communication protocols such as MODBUS or PROFIBUS.
  - k. Device shall have additional communication abilities to send e-mail or SMS alerts, cautions, or advisory information to designated personnel for (but not limited to):
    - i. Low tank level
    - ii. High tank level
    - iii. Pump failure
    - iv. Received XXXX gallons of product
    - v. Fluid in containment
    - vi. Leak detected in pump skid



This is an index page from a ferrous chloride dosing station. This site has a profile (24/7) and incorporates a flow meter and a 10% variance alarm. If the flow goes above or below the profiled flow rate for a period of 10 minutes continuously, an e-mail alert is sent to the customer, the USP program manager, and the USP technician(s).



This home page screen (after access) shows the pump status which may be selected and/or paused. The profiles are set up for each day by pressing on of the buttons on the left hand column. The tank level and flow histories are accessed here as well.

## Technical Data for US Peroxide ChemWatch ACS Monitor / Controller™

The Chemwatch ACS™ is utilized in conjunction with the US Peroxide pumping skid to give the maximum versatility in control and reporting functions. The modular design allows for easy expandability in the event custom engineering is required. The versatile controller can also be integrated into many SCADA/DCS systems. The system actually consists of two major components: the power distribution panel and the ACS controller.

### Technical Specifications

#### Power Distribution Panel –

- Enclosure – NEMA 4X polycarbonate
- Power requirements – 120Vac, 60Hz, 20A service required (depends on pump size)
- Two output relays
- Through-door disconnect switch
- IEC branch-rated circuit breakers
- Power Supply (for controller) – 24VDC 3.75A
- UL-508 certification

#### ACS Controller –

- Enclosure – NEMA 4X polycarbonate
- All low voltage (24VDC) supplied from power distribution panel
- Internal circuit breaker for incoming 24V power
- T-Box PLC RTU
- Digital inputs – 4 (expandable)
- Digital outputs – 4 (expandable)
- Analog inputs – 8 (expandable) – 4-20mA
- Analog outputs – 8 (expandable) – 4-20mA
- Typical functions programmed into system:
  - Tank level
  - Pump speed
  - Peroxide de-gas
  - Profiled pump rates (24hrs/7day variations)
  - Historical measurements
  - Real-time date/time event recording
  - Status indications (leak detection, pump fault)
- Alarms and alerts may be sent via e-mail and/or SMS
- Communication – Web-based Virtual Privacy Network via cellular connection to PLC within the controller. Optional methods of communication via telephone landline or RS-232/Modbus 485 to customer network.
- Optional touch screen HMI available for local control
- Functionality and number of screens available for monitor/control depend upon option
- Other expansion capabilities also include temperature (RTD, thermocouple), 0-10V analog, and high-speed counters

## FUNCTIONALITY OF CHEMWATCH ACS™

The ChemWatch ACS (Advanced Control System)™ has a number of features that make it a robust and highly functional control system:

1. PLC control modules
2. Eight (8) analog inputs (tank levels, pump health, flow, etc.)
3. Eight (8) analog outputs (pumps speed)
4. Four (4) digital inputs (pump pause, etc)
5. Four (4) digital outputs (de-gas solenoid, etc.)
6. Virtual Privacy Network (VPN) security for web-based monitor/interaction for customer and program manager
7. Graphics to demonstrate tank levels and pump speeds (on websites)
8. Easier connection for external connections (sensors, pumps, etc)
9. E-mail and/or SMS alerts to alarm conditions

### Physical aspects

The following are some notable physical features of ChemWatch ACS™

1. NEMA 4X polycarbonate enclosure
2. Low voltage design (only 24vdc within panel)
3. Circuit breakers/fusing to ensure protection/isolation
4. Easily-identified terminal strips for quick and accurate connection to external equipment
5. Separate power distribution panel for high-voltage (120vac) with disconnect switch and UL-508 certification.
6. Additional I/O possible through expansion modules
7. Communication to internet via cellular or landline connection
8. Easy integration to customer SCADA via I/O or other with communication interfaces (RS485 Modbus or RS232)

### Functionality

One of the primary focus points of the ChemWatch ACS™ is the ease of use by all parties. Each site would have an access page in which a secured log-in must be entered and accepted via the VPN. If the VPN is not accessed properly, then there would be no interfacing with the ChemWatch ACS™ (in fact, no screen could be viewed).

### Data Storage/Recall

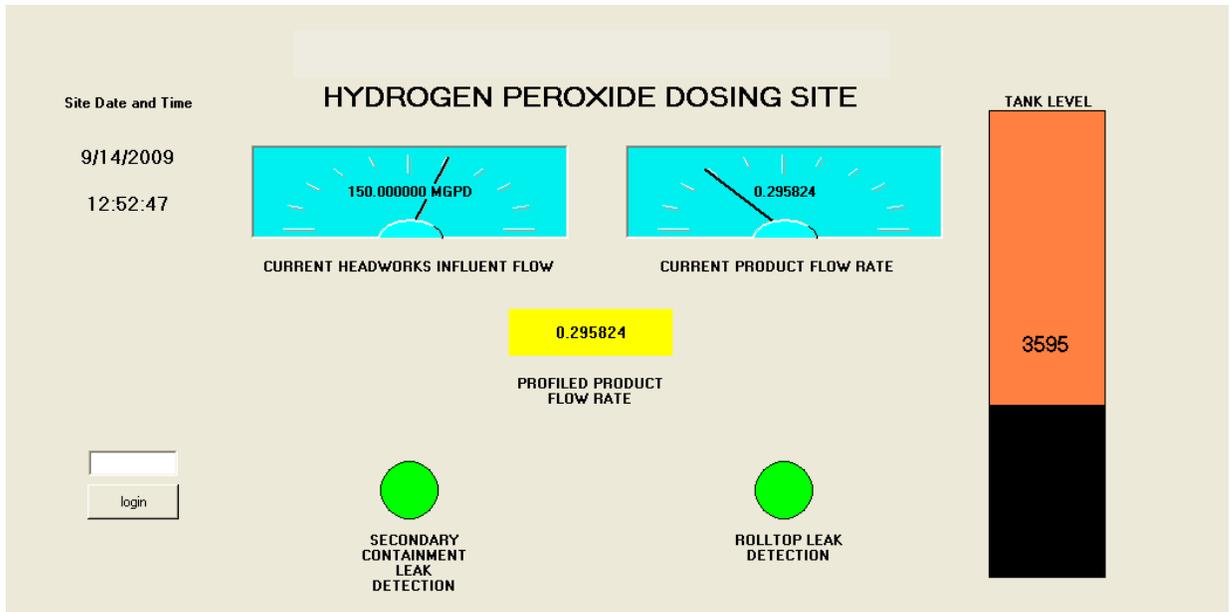
Critical data such as tank level are kept internally in the PLC memory with the level recorded every fifteen minutes for the past 10 days. Accessing the website page, the level can be viewed on an x-y chart showing the values and also downloaded in a \*.csv or \*.txt format to maintain weekly histories. The same can be accomplished with other measurements (such as flow if a meter is incorporated into the system).

### Reliability

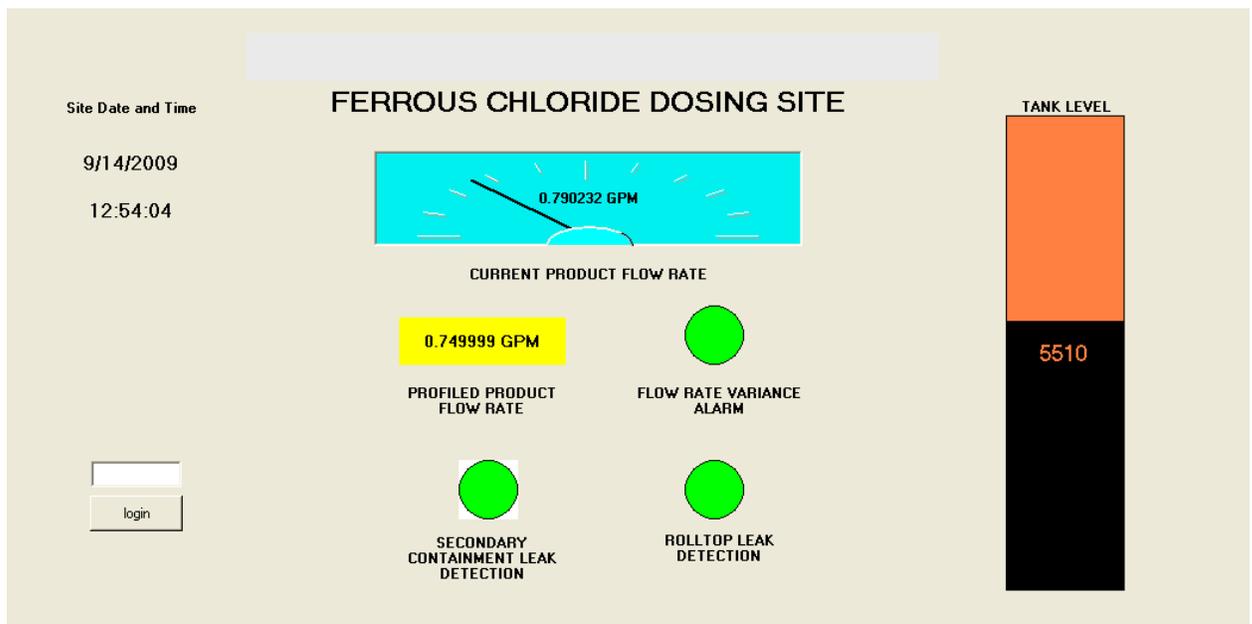
Programmable Logic Controllers (PLCs) are designed for rugged industrial applications. Utilizing PLCs as the heart of the ChemWatch ACS™ makes this a reliable system. By incorporating a more robust power supply (24VDC 90W), the chances of loading are reduced as well.

## Screenshots

The following screenshots illustrate the capabilities of a variety of systems currently installed in the field:

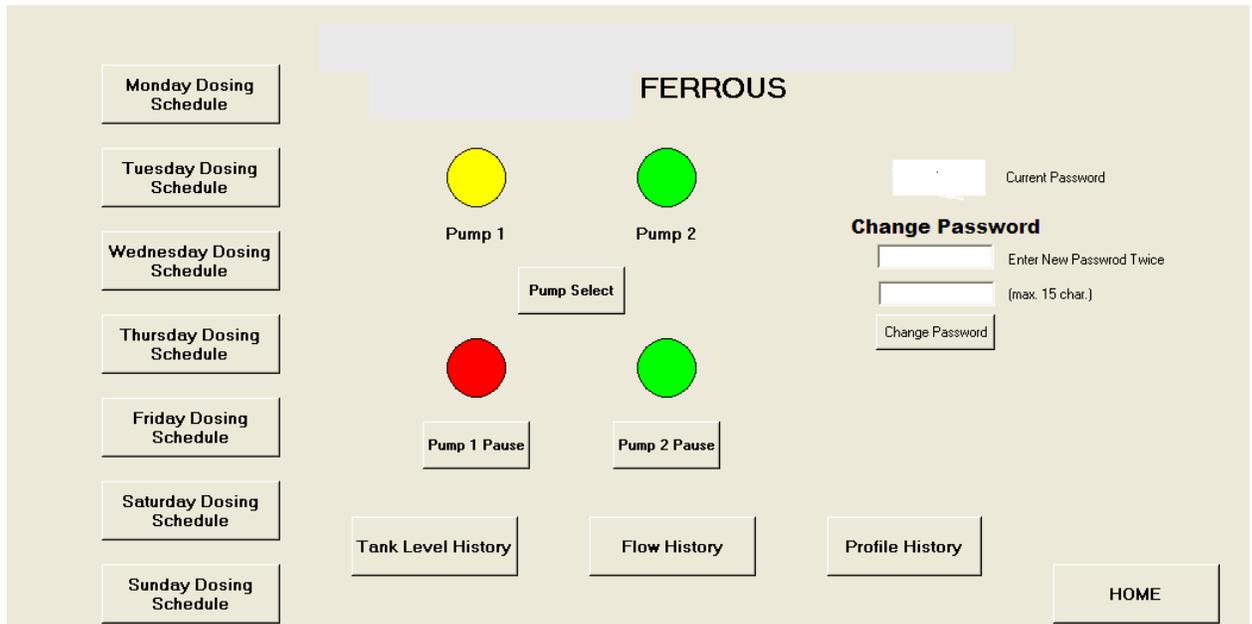


This index page is a peroxide dosing system that utilizes the plant influent flow as the dosing factor. Note the real-time date time group, the tank level, leak detection alarms, and flow rates. A password is required to access further levels within the website.



This is an index page from a ferrous chloride dosing station. This site has a profile (24/7) and incorporates a flow meter and a 10% variance alarm. If the flow goes above or below the profiled flow

rate for a period of 10 minutes continuously, an e-mail alert is sent to the customer, the USP program manager, and the USP technician(s).

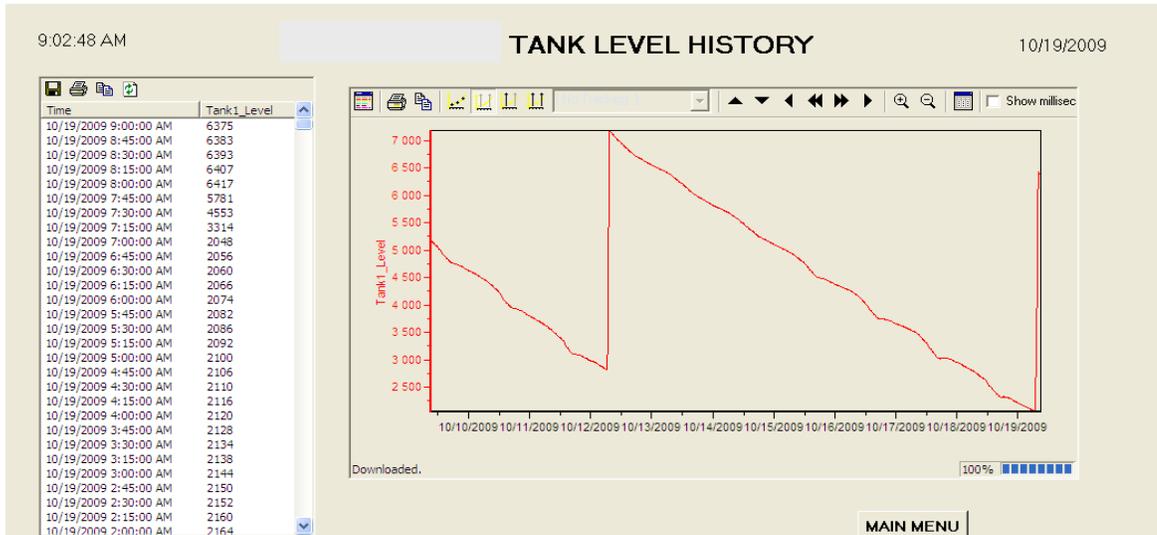


This home page screen (after access) shows the pump status which may be selected and/or paused. The profiles are set up for each day by pressing on of the buttons on the left hand column. The tank level and flow histories are accessed here as well. Changing the password to this page may also be made here.

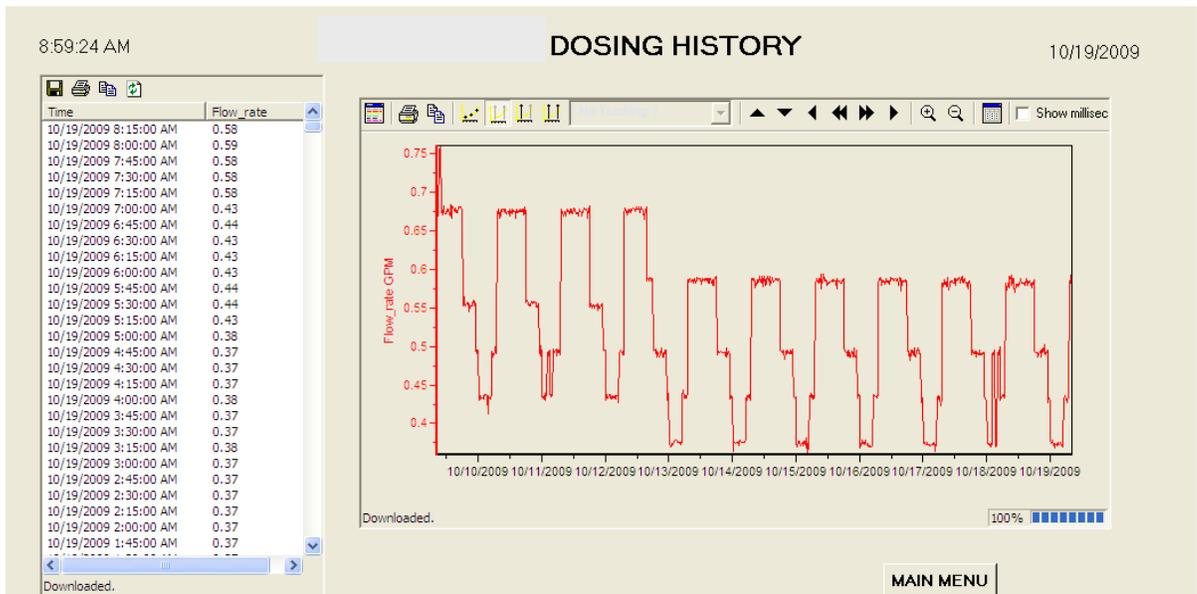
Monday - Dosing Schedule						
	%			%		
12 to 01 AM	12	0.360360 GPH		12 to 01 PM	19	0.570571 GPM
01 to 02 AM	12	0.360360 GPM		01 to 02 PM	19	0.570571 GPM
02 to 03 AM	12	0.360360 GPM		02 to 03 PM	19	0.570571 GPM
03 to 04 AM	12	0.360360 GPM		03 to 04 PM	19	0.570571 GPM
04 to 05 AM	12	0.360360 GPM	MAXIMUM PUMP DOSING RATE = 180 GPH	04 to 05 PM	19	0.570571 GPM
05 to 06 AM	14	0.420420 GPM		05 to 06 PM	19	0.570571 GPM
06 to 07 AM	14	0.420420 GPM		06 to 07 PM	16	0.480480 GPM
07 to 08 AM	19	0.570571 GPM		07 to 08 PM	16	0.480480 GPM
08 to 09 AM	19	0.570571 GPM		08 to 09 PM	16	0.480480 GPM
09 to 10 AM	22	0.660661 GPM		09 to 10 PM	16	0.480480 GPM
10 to 11 AM	19	0.570571 GPM		10 to 11 PM	16	0.480480 GPM
11 to 12 PM	19	0.570571 GPM		11 to 12 AM	14	0.420420 GPM

This is one of the profile pages. The program manager enters the desired percentage of maximum pump rate (in this case 180 gph). Automatically, the rate is calculated to a gallons-per-minute rate to

be compared with the flow meter used in this system. This gpm rate is compared to the actual. If the variance is greater than 10%, an e-mail alert is generated.



This is the tank level history screen. The left column shows the readings for each fifteen minute interval over the last ten days. The graphic display indicates the same data but on an x-y chart. Note the sharp vertical rises are tank refills. From this page, data may be downloaded to the user by a \*.csv (MS Excel compatible) or \*.txt file. Using the arrows at the top of the graph will also allow a zoom in or out viewing function of the graph.



This page is similar to the tank level, but shows the flow meter data instead. It has the same capabilities of downloading and viewing the data. In this particular example, the reoccurring waveforms represent 10 days of dosing with the first 4 days at a higher dose rate.

## Conclusion

The ChemWatch ACS™ allows flexibility and capability in monitoring and control of chemical dosing. Access to the World Wide Web via a virtual privacy network increases security and makes the level of monitoring easier. Furthermore, the graphics and communications abilities place this system far above other monitors in the field.

## RESUMES

**GEORGE DESHINSKY**

## REGIONAL PROGRAM MANAGER – NORTHEAST REGION

Mr. Deshinsky will act as the Program Manager for the City of Wichita odor and corrosion control program. In this role, he would manage all aspects of the program and be the primary point of contact for the City of Wichita personnel on all issues. He will manage the field personnel and insure overall compliance of the City of Wichita program. He will regularly review treatment performance with the City of Wichita personnel and provide recommendations on optimization and/or new applications/treatment alternatives that arise over the program life.

Mr. Deshinsky more than 30 years of experience in the drinking water and wastewater treatment industries with an emphasis on oxidation chemistries and odor and corrosion control technologies for application in municipal wastewater collection systems and bio-solids dewatering. He was employed by Carus Chemical Company, manufacturer of potassium and sodium permanganates, for 22 years in technical and managerial capacities. He was a key member of a team that commercialized the use of potassium permanganate for bio-solids dewatering odor control in the U.S., Canada, and Europe. He organized, trained and supervised technical service representatives and equipment support engineers in support of the new business.

Prior to Mr. Deshinsky, George received his State of Maryland Wastewater Treatment Superintendent's Certification and was employed by Charles County Department of Public Works in plant operations at the Mattawoman Wastewater Treatment Facility.

## RELATED EXPERIENCE

Since 2006, in his position with US Peroxide, Mr. Deshinsky manages complex full service hydrogen peroxide and PRI-SC<sup>®</sup> programs at municipal accounts located in the Mid-Atlantic states, including the City of Raleigh PRI-SC<sup>®</sup> odor, corrosion and phosphorus control program, and the Mid-West, including Cedar Rapids, Iowa and Wichita, KS PRI-SC<sup>®</sup> odor and corrosion control programs.

Mr. Deshinsky received a B.S. in Biology/Chemistry from Davis and Elkins College, Elkins, West Virginia, an A.A. in Pollution Abatement Technology from Charles County Community College, La Plata, Maryland and State of Maryland Wastewater Superintendent's License.

Mr. Deshinsky is located in Emerald Isle, NC.

**PARIS NEOFOTISTOS**  
REGIONAL BUSINESS DIRECTOR – EAST REGION

Mr. Neofotistos will be a key member of the Technical Management Team that oversees the application of technology and overall compliance of the City of Wichita program. He will be part of the team that will regularly review treatment performance at the City of Wichita and provide guidance on optimization efforts and/or new applications/treatment alternatives that arise over the program life. Mr. Neofotistos is located in Midlothian, VA.

Mr. Neofotistos has more than 19 years of experience working in industry, with the last fourteen years specifically focused on the Municipal water and wastewater treatment market. He has been with US Peroxide since May 2004. Prior to joining US Peroxide, he worked in a variety of technical and managerial capacities with companies such as Infilco Degremont, Inc., Tesa Tape, Inc. and Tecknit, Inc.

He received a B.S. in Chemical Engineering from Virginia Tech in Blacksburg, VA. He is a member of the Water Environment Federation and the American Water Works Association.

**RELATED EXPERIENCE**

Mr. Neofotistos has gained significant experience in the odor and corrosion control field over the past seven years that will directly benefit the City of Wichita. He is currently responsible for managing the personnel that handle US Peroxide's Municipal program accounts in the Eastern U.S. and Canada.

Mr. Neofotistos has worked directly with dozens of Municipalities in solving odor and corrosion problems in both collection systems and treatment plants. He has authored and co-authored several papers on the topic that have been presented at regional and national conferences. This "boots on the ground" application experience with different wastewater treatment systems has given him a broad background and understanding of odor and corrosion control technologies and solutions that serve as a solid foundation for problem solving at new systems.

**DAN KILE**  
DIRECTOR, ENGINEERING

Mr. Kile will be a key member of the US Peroxide Implementation Team and will oversee the design, selection, installation and commissioning of the field systems. Mr. Kile's field service team will have responsibility for field activities related to equipment installation and maintenance to ensure program safety and reliability as well as adherence to program schedules. He will interface regularly with the Technical Team and will work closely with the team to identify and execute recommended program equipment upgrades or changes. Mr. Kile has oversight of company-wide safety programs and accountability for company environmental and safety performance. He is located on Fort Ashby, WV.

Mr. Kile has over 20 years of project engineering and program management experience with 15 years in a technical leadership position in the hydrogen peroxide manufacturing and environmental services industry. He leads the engineering and field services organization for US Peroxide and has responsibility for execution of all field equipment and service activities. He has worked for US Peroxide for ten years and, prior to his current position, he managed the Hydrogen Peroxide Division Engineering Services group for a leading hydrogen peroxide manufacturer for four years. He held a

project engineering role at a hydrogen peroxide manufacturing facility prior to working at the division level and was instrumental in implementing and executing an OSHA PSM program at the manufacturing site.

Prior to working in the hydrogen peroxide industry, Mr. Kile was a project manager for a defense contractor and had responsibility for design and installation of equipment systems involving highly explosive and hazardous propellant compounds.

He received a BS in Mechanical Engineering from West Virginia University and a MBA from Frostburg State University of Maryland.

## RELATED EXPERIENCE

Mr. Kile's overall depth of experience in chemical storage and dosing systems and proper site selection and preparation criteria is important in the safe execution of the US Peroxide Program. Examples of projects requiring a high level of equipment complexity and coordination are:

City of Springfield, MO: The EES installed and commissioned five chemical dosing systems all within tight schedule and performance constraints. The transition occurred without disruptions to the customer dosing program.

City of Los Angeles, CA: Mr. Kile's team installed two large chemical dosing systems with advance in-situ sewer dose distribution systems. The inherent challenges of integrated sewer dose systems was addressed and overcome with super mechanical system performance.

City of Costa Mesa CA: The EES team completed a complex and difficult chemical dosing system installation requiring over 1000 ft of underground dose line installation and integration of a complex in-situ sewer dose distribution system. A significant engineering effort was required as there were multiple engineering and safety challenges.

## **RICARDO JOSEPH** LOGISTICS SPECIALIST

Mr. Joseph will oversee the inventory management. He will utilize the telemetry systems to track the usage at the various tank systems to make sure product is ordered in a timely manner. Using this system, we will be able to avoid any lapse in product supply, thus assuring a reliable process. This also frees up time and resources for the City of Wichita in that their personnel don't have to track and order product as they can be assured they will always have supply in their tanks when necessary.

Mr. Joseph has been involved with US Peroxide for the past year. He has been involved with logistics, customer service, supply chain management, software development and upgrades, reporting, and troubleshooting. His years of experience working with many different customers, suppliers, and carriers make him a valuable asset for quickly and efficiently handling all aspects of inventory issues that can arise. His experience also provides a trained eye to spot potential dosage problems early and report to responsible account managers so they can inform Lake Worth of any issues as soon as possible.

Mr. Joseph received his Bachelors in Education from the University of North Carolina. He spent the first years of his career in Telecommunications, with a focus on supply chain management, technical, and customer support. He subsequently became a Program Manager for Duke Energy, with the charge of managing over 100 facilities across North and South Carolina, working with employees and

management on a variety of projects, including operating systems training, logistics training, OSHA compliance management, and the Environmental Health and Safety program.

### **GEORGE BENNS**

**PROJECT MANAGER, EAST REGION**

Mr. Bennis retains over 21 years of experience in the planning, installation, operation, and economic analysis of electric power systems within the sphere of heavy industry. He spent the last seven years fabricating, installing, and servicing chemical storage and handling system process controls for the peroxygens sector. Mr. Bennis leads the US Peroxide automation team, and peer reviews industrial control models for autonomous chemical feed systems. He conducts field operations involving pre-screen PHA's, and PSSR's and is well-noted as a process integrator. George holds a AAS in Electrical Engineering Technology and currently resides in Buffalo, NY.

### **MIKE NELSON**

**APPLICATION SPECIALIST, NORTHEAST REGION**

Mr. Nelson is an Application Specialist who will work with the Program Manager to carry out the duties necessary to achieve the program goals. He will regularly conduct the liquid sampling, vapor monitoring, and other data collection necessary to optimize chemical usage to cost-effectively meet the goals of the program. He will inspect the systems and work with the Equipment and Engineering Services group to support installation and maintenance needs. He is based in Iowa City, Iowa.

Mr. Nelson has worked with US Peroxide for five years, supporting municipal and industrial accounts throughout the Midwest. His work has focused primarily on municipal odor and corrosion control applications.

He received a B.A. in Biology and a B.B.A. in Finance from the University of Iowa. While studying at the University of Iowa, Mr. Nelson worked at the Central Microscopy Research Facility, supporting varied research projects involving nanotechnology, cancer research, and wound healing product trials.



**CITY OF WICHITA**  
**City Council Meeting**  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of Vacant Land in the 1950 Block of S. Meridian and at 1956 S. Meridian for the Meridian from Pawnee to McCormick Road Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for widening Meridian to a five-lane roadway with a center turn lane. Other improvements include the realignment of Orient at Meridian, the storm water drainage system, installation of new sidewalks, and waterline improvements to serve surrounding residential neighborhoods. The project requires acquisitions for road right-of-way and temporary construction easements throughout the corridor. The vacant parcels of land in the 1950 Block of S. Meridian and 1956 S. Meridian are in the same ownership and adjacent to each other. A ten foot wide strip of land along Meridian is required as road right-of-way, and a five foot temporary easement is required during construction. The proposed rights-of-ways are comprised of 1,445 square feet, and the temporary easements are comprised of 722.5 square feet. The properties are zoned Multi-Family, MF-29.

**Analysis:** The proposed taking was estimated to have a fair market value of \$1,760, using a residential land value for the proposed right-of-way. This was offered to and rejected by the owner. Assembled and re-zoned, the properties could demand a commercial land value. Other commercial properties within the corridor were appraised as having a land value range of \$3.64 to \$3.91 per square foot. A settlement was reached at \$5,500. This is a reasonable and prudent settlement.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$6,500 is requested. This includes \$5,500 for the acquisition and \$1,000 for title work, closing costs and other administrative fees.

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

**Recommendation/Action:** It is recommended that the City Council 1) approve the real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

**Attachments:** Real estate agreement, tract maps, and aerial map.

**REAL ESTATE PURCHASE CONTRACT**

**THIS AGREEMENT**, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between Walter L. Graham, Jr. and Jayma Graham, husband and wife, parties of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer, by a good and sufficient warranty deed, the following described real property, situated in Sedgwick County, Kansas, to-wit:

A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 10.00 feet of the west 20.00 feet of Lots 43, 45, and 47, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas.

Containing 695.0 Sq. Ft., more or less.

And

A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 10.00 feet of the west 20.00 feet of Lots 37, 39, and 41, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas.

Containing 750.0 Sq. Ft., more or less.

Together with a temporary easement for construction purposes; for consideration as hereinafter set forth, the Sellers agree to grant to the Buyer, his duly authorized agents, contractors and assigns the right to enter upon the following described real estate in the County of Sedgwick, State of Kansas:

A Proposed Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 5.00 feet of the west 25.00 feet of Lots 43, 45, and 47, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas.

Containing 347.5 Sq. Ft., more or less.

And

**A Proposed Temporary Construction Easement in Wichita, Sedgwick County, Kansas,  
Described as Follows:**

**The east 5.00 feet of the west 25.00 feet of Lots 37, 39, and 41, Block P, South  
University Place Addition, an addition to Wichita, Sedgwick County, Kansas.**

**Containing 375.0 Sq. Ft., more or less.**

- 2. The Buyer hereby agrees to purchase, and pay as consideration for the conveyance to it of the above-described real properties, Fifty-Five Hundred Dollars (\$5,500).**
- 3. The Seller and Buyer hereby agree that the Buyer, or his duly authorized agents, possess the right of entrance to the area described as the Temporary Construction Easement, occupation and use to continue only during the construction and completion of the above project.**
- 4. The Temporary Construction Easement expires three (3) years from the date of execution or sixty days (60) after completion of the road construction project for which this easement is acquired.**
- 5. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.**
- 6. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.**
- 7. Taxes and specials shall be pro-rated for the calendar year. All prior years specials and taxes shall be current at time of closing.**
- 8. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted. Seller agrees to provide lease cancelations for any leases with terms longer than month to month.**
- 9. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.**
- 10. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before December 19, 2014.**

11. Possession to be given to Buyer at closing
12. Closing costs shall be paid 100% by Buyer and 0% by Seller.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

  
Walter L. Graham, Jr.

  
Jayma Graham

**BUYER:**

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

\_\_\_\_\_

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon L. Dickgrafe, Interim Director of Law and City Attorney

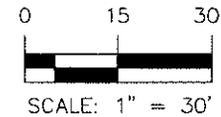
# EXHIBIT

## LEGAL DESCRIPTION:

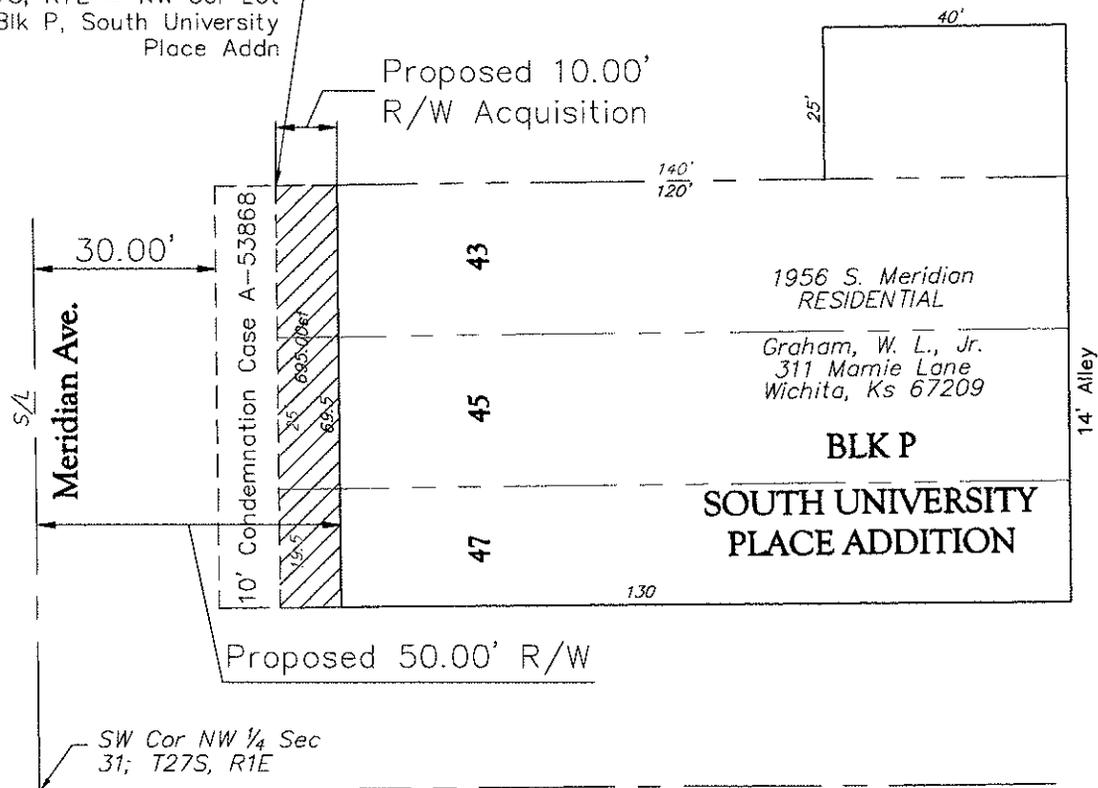
A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 10.00 feet of the west 20.00 feet of Lots 43, 45, and 47, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas.

Containing 695.0 Sq. Ft., more or less.



P.O.B. = 99.34' N and 40' E  
 SW Cor NW ¼ Sec 31  
 T27S, R1E = NW Cor Lot  
 43; Blk P, South University  
 Place Addn



9-10-13

Project Number 08-02-E038  
 E:eng/Meridian Drainage\Exhibit\Graham01-RW.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

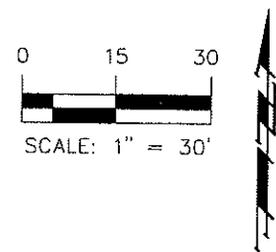
# EXHIBIT

## LEGAL DESCRIPTION:

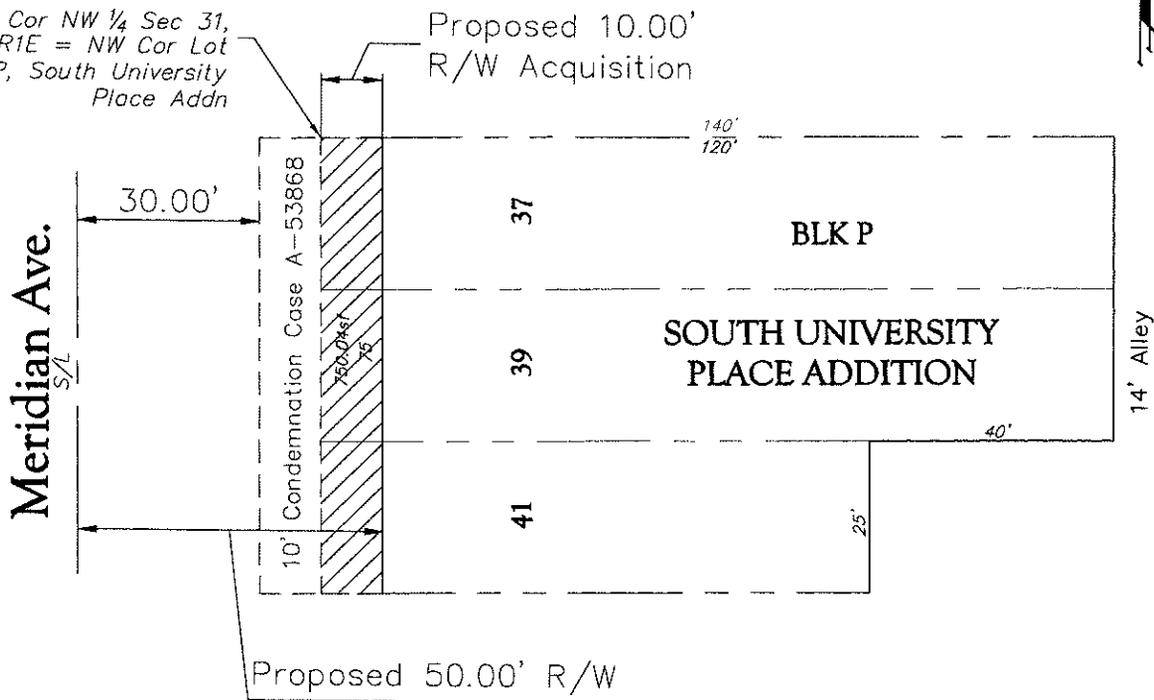
A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 10.00 feet of the west 20.00 feet of Lots 37, 39, and 41, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas.

Containing 750.0 Sq. Ft., more or less.



P.O.B.=174.34' N and 40' E  
SW Cor NW 1/4 Sec 31,  
T27S, R1E = NW Cor Lot  
37; Blk P, South University  
Place Addn



No Address  
Vacant Lot

Graham, W. L., Jr. & Jayma  
311 Mamie Lane  
Wichita, Ks 67209

9-10-13

Project Number 08-02-E038  
E:eng/Meridian Drainage\Exhibit\Graham02-RW.dwg

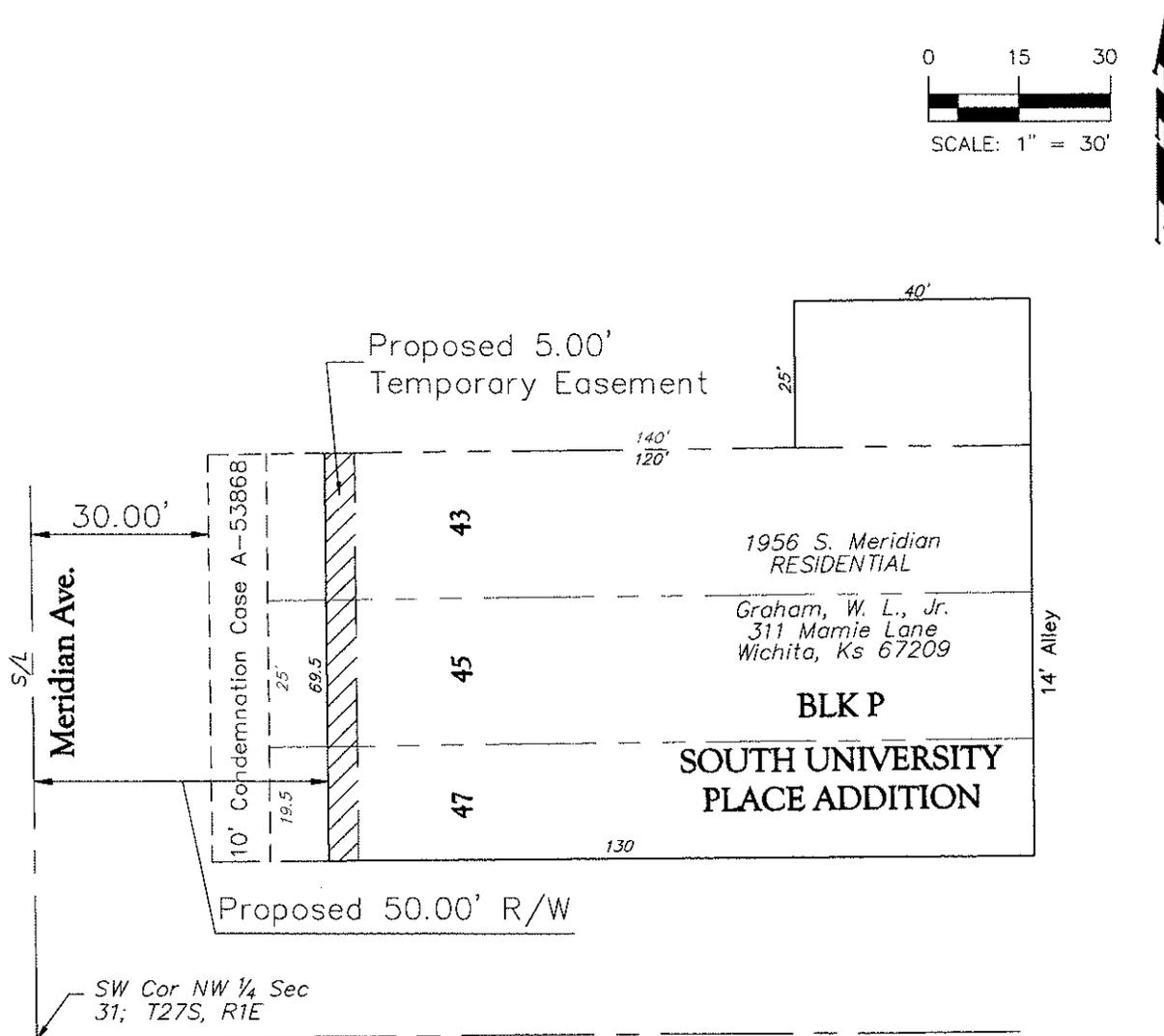
# EXHIBIT

## LEGAL DESCRIPTION:

A Proposed Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 5.00 feet of the west 25.00 feet of Lots 43, 45, and 47, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas.

Containing 347.5 Sq. Ft., more or less.



1-10-14

Project Number 08-02-E038  
E:eng/Meridian Drainage\Exhibit\Graham01-Temp.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

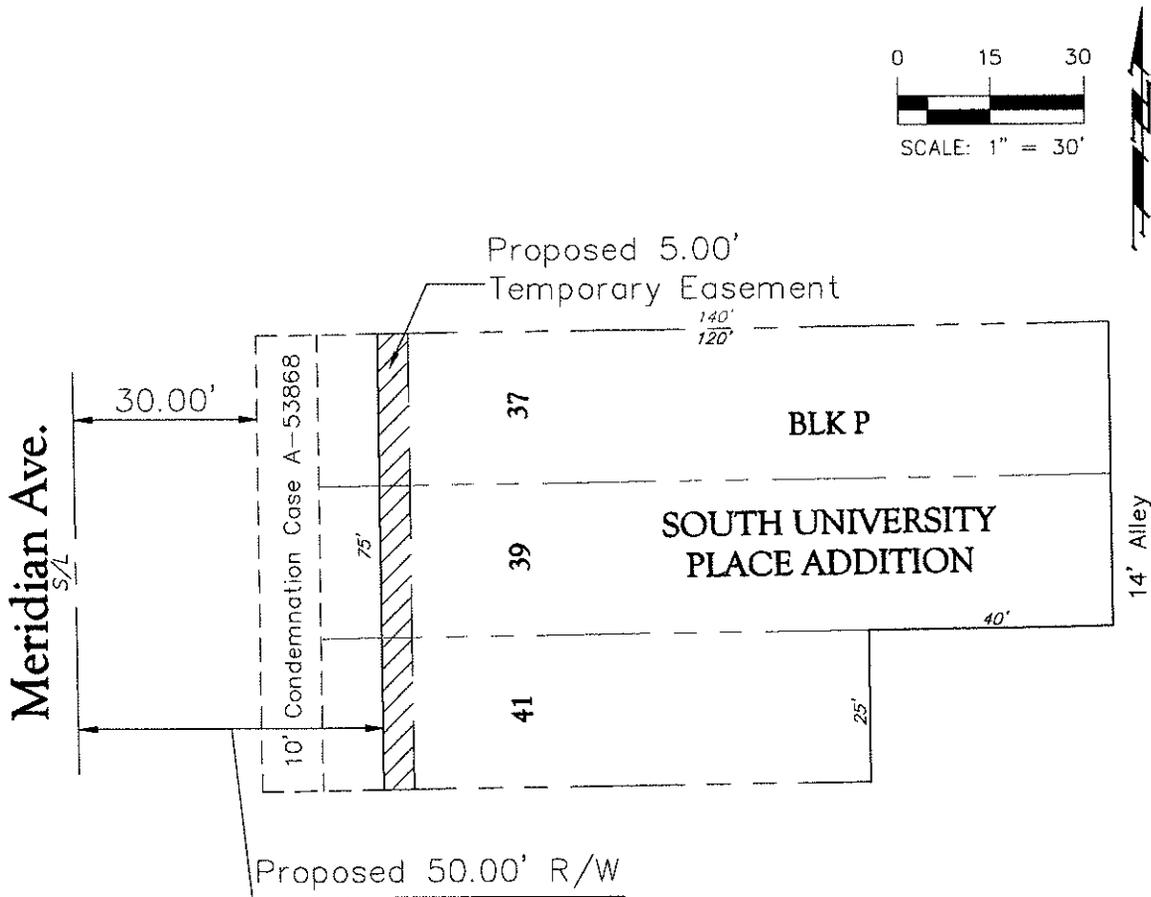
# EXHIBIT

## LEGAL DESCRIPTION:

A Proposed Temporary Construction Easement in Wichita, Sedgwick County, Kansas, Described as Follows:

The east 5.00 feet of the west 25.00 feet of Lots 37, 39, and 41, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas.

Containing 375.0 Sq. Ft., more or less.



No Address  
Vacant Lot

Graham, W. L., Jr. & Jayma  
311 Mamie Lane  
Wichita, Ks 67209

1-10-14

Project Number 08-02-E038  
E: eng/Meridian Drainage\Exhibit\Graham02-Temp.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



City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council Members  
**SUBJECT:** Repair or Removal of Dangerous and Unsafe Structures  
(Districts I and IV)  
**INITIATED BY:** Metropolitan Area Building and Construction Department  
**AGENDA:** Consent

-----  
**Recommendations:** Adopt resolutions scheduling a public hearing to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On February 2, 2015, the Board of Building Code Standards and Appeals conducted a hearing on the residential property listed below as item a. On March 2, 2015, the Board of Code Standards and Appeals conducted a hearing on the residential property listed below as item b. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

**Analysis:** Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 1321 N. Santa Fe	I
b. 1117 S. Richmond	IV

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Metropolitan Area Building and Construction Department (MABCD) Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of Federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits MABCD expenditures for non-revenue producing condemnation and housing code enforcement activities to twenty percent (20%) of MABCD's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional five hundred dollar (\$500) administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property.

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

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on May 5, 2015 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letter to Council, summary, and resolution.

**GROUP # 1**

**NOTICE OF DEMOLITION ACTION**

This is to certify that the property located at **1321 N. SANTA FE** and legally described as: **THE NORTH 14 FEET OF LOT 307, AND ALL OF LOTS 309,311,313 AND 315, EXCEPT THE WEST 6 FEET THEREOF, ON FIFTH, NOW SANTA FE AVENUE, FERRELL'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

\_\_\_\_\_  
Thomas Stolz, Director, Metropolitan Area Building and Construction Department  
City of Wichita

**STATE OF KANSAS )**  
**) ss:**  
**SEDGWICK COUNTY)**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure: A two-story frame dwelling, about 20 x 30 feet in size. Vacant for at least 20 years, this structure has deteriorated hardboard siding; badly worn, sagging composition roof with holes and missing shingles; deteriorated wood front porch; and rotted wood trim. The 15x20 foot accessory dwelling is dilapidated.**

**(b) Street Address: 1321 N. SANTA FE**

**(c) Owners:**  
**Marshal Adkins**  
**2912 E. Elm**  
**Wichita, KS 67214**

**Altina Adkins**  
**P.O. Box 47173**  
**Wichita, KS 67201-7173**

**Virginia Murry**  
**3000 W Douglas #628**  
**Wichita, KS 67203**

**C.B. Adkins**  
**1632 N Oliver**  
**Wichita, KS 67208**

**(d) Resident Agent: None**

**(e) Occupant: None**

**(f) Lienholders of Record:**  
**Kansas Dept of Revenue**  
**P.O. Box 12005**  
**Topeka, KS 66612-2005**

**Kelly Arnold, County Clerk**  
**525 N Main**  
**Wichita, KS 67203**

**Chris McElgunn, Attorney**  
**301 N Main #1600**  
**Wichita, KS 67202**

**(g) Mortgage Holder(s): None**

**(h) Interested Parties:**

**Fred Adkins, Marshall Adkins, Roger Adkins, Ronald Clay, Mark Adkins, Alfreda Adkins, Antione Adkins**  
**c/o Altina Adkins, PO Box 47173**  
**Wichita, KS 67201-7173**

**Janice Adkins  
520 N Madison  
Wichita, KS 67214**

**DATE: March 3, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 1321 N Santa Fe Ave**

**LEGAL DESCRIPTION: THE NORTH 14 FEET OF LOT 307, AND ALL OF LOTS 309,311,313 AND 315, EXCEPT THE WEST 6 FEET THEREOF, ON FIFTH, NOW SANTA FE AVENUE, FERRELL'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A two-story frame dwelling, about 20 x 30 feet in size. Vacant for at least 20 years, this structure has deteriorated hardboard siding; badly worn, sagging composition roof with holes and missing shingles; deteriorated wood front porch; and rotted wood trim. The 15x20 foot accessory dwelling is dilapidated.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

\_\_\_\_\_  
Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

\_\_\_\_\_  
Date

**OCA: 230200**

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**\_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE NORTH 14 FEET OF LOT 307, AND ALL OF LOTS 309,311,313 AND 315, EXCEPT THE WEST 6 FEET THEREOF, ON FIFTH, NOW SANTA FE AVENUE, FERRELL'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1321 N. SANTA FE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of March 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **5th day of May 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE NORTH 14 FEET OF LOT 307, AND ALL OF LOTS 309,311,313 AND 315, EXCEPT THE WEST 6 FEET THEREOF, ON FIFTH, NOW SANTA FE AVENUE, FERRELL'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **1321 N. SANTA FE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two-story frame dwelling, about 20 x 30 feet in size. Vacant for at least 20 years, this structure has deteriorated hardboard siding; badly worn, sagging composition roof with holes and missing shingles; deteriorated wood front porch; and rotted wood trim. The 15x20 foot accessory dwelling is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of March 2015**.

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

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**GROUP # 4**

**NOTICE OF DEMOLITION ACTION**

This is to certify that the property located at **1117 S. RICHMOND** and legally described as: **LOTS 157 AND 159, ON RICHMOND AVENUE, RICHMOND'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2015** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

\_\_\_\_\_  
Thomas Stolz, Director, Metropolitan Area Building and Construction Department  
City of Wichita

**STATE OF KANSAS )**  
**) ss:**  
**SEDGWICK COUNTY)**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas Stolz, Director of Metropolitan Area Building and Construction Department, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure: A one story frame dwelling about 24 x 22 feet in size. Vacant and open, this structure has exposed framing members; missing steel siding; deteriorated composition siding; missing wall sheathing; and missing porches and steps.**

**(b) Street Address: 1117 S. RICHMOND**

**(d) Owners:**  
George Holland  
2868 N. Wild Rose Ct  
Wichita, KS 67205

**(d) Resident Agent: None**

**(e) Occupant: None**

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
525 N. Main  
Wichita, KS 67203

**(i) Mortgage Holder(s): None**

**(j) Interested Parties: None**

**DATE: March 3, 2015**

**CDM SUMMARY**

**COUNCIL DISTRICT # IV**

**ADDRESS: 1117 S. RICHMOND**

**LEGAL DESCRIPTION: LOTS 157 AND 159, ON RICHMOND AVENUE, RICHMOND'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 22 feet in size. Vacant and open, this structure has exposed framing members; missing steel siding; deteriorated composition siding; missing wall sheathing; and missing porches and steps.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

\_\_\_\_\_  
Director of Metropolitan Area Building and Construction Department  
Enforcing Officer

\_\_\_\_\_  
Date

OCA: 230200

\_\_\_\_\_ PUBLISHED IN THE WICHITA EAGLE ON \_\_\_\_\_  
RESOLUTION NO. \_\_\_\_\_

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 157 AND 159, ON RICHMOND AVENUE, RICHMOND'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1117 S. RICHMOND** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of March 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **5th day of May 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 157 AND 159, ON RICHMOND AVENUE, RICHMOND'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **1117 S. RICHMOND**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 24 x 22 feet in size. Vacant and open, this structure has exposed framing members; missing steel siding; deteriorated composition siding; missing wall sheathing; and missing porches and steps.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of March 2015**.

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

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

OCA: 230200

**PUBLISHED IN THE WICHITA EAGLE ON MARCH 27, and APRIL 3, 2015  
RESOLUTION NO. 15-078**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE NORTH 14 FEET OF LOT 307, AND ALL OF LOTS 309,311,313 AND 315, EXCEPT THE WEST 6 FEET THEREOF, ON FIFTH, NOW SANTA FE AVENUE, FERRELL'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS** COMMONLY KNOWN AS **1321 N. SANTA FE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of March 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **5th day of May 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE NORTH 14 FEET OF LOT 307, AND ALL OF LOTS 309,311,313 AND 315, EXCEPT THE WEST 6 FEET THEREOF, ON FIFTH, NOW SANTA FE AVENUE, FERRELL'S SECOND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **1321 N. SANTA FE**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two-story frame dwelling, about 20 x 30 feet in size. Vacant for at least 20 years, this structure has deteriorated hardboard siding; badly worn, sagging composition roof with holes and missing shingles; deteriorated wood front porch; and rotted wood trim. The 15x20 foot accessory dwelling is dilapidated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of March 2015**.

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

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

OCA: 230200

PUBLISHED IN THE WICHITA EAGLE ON MARCH 27, and APRIL 3, 2015

RESOLUTION NO. 15-079

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 157 AND 159, ON RICHMOND AVENUE, RICHMOND'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS COMMONLY KNOWN AS 1117 S. RICHMOND** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of March 2015**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **5th day of May 2015**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council chambers, City Hall at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 157 AND 159, ON RICHMOND AVENUE, RICHMOND'S ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, commonly known as: **1117 S. RICHMOND**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 24 x 22 feet in size. Vacant and open, this structure has exposed framing members; missing steel siding; deteriorated composition siding; missing wall sheathing; and missing porches and steps.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of March 2015**.

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

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney



---

**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

---

**TO:** Karen Sublett, City Clerk  
**FROM:** Sharon L. Dickgrafe, Interim Director of Law  
**SUBJECT:** Report on Claims for January 2015  
**DATE:** February 2, 2015

---

The following claims were approved by the Law Department during the month of January 2015.

Allen, Terri	\$ 160.73
AT&T	\$1,852.80**
Bowens, Marcia	\$ 343.00
EZ Loan Sales	\$ 6.00
Gamma Phi Beta Sorority	\$ 134.98
Lenoch, Kris	\$ 130.77
Westar Energy	\$2,700.00**

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Shawn Henning, Director of Finance

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Abatement of Dangerous and Unsafe Structures (Districts I, III and IV)  
**INITIATED BY:** Metropolitan Area Building and Construction Department  
**AGENDA:** Consent

**Recommendation:** Approve the assessments and place the ordinances on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) 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 MABCD 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 MABCD 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 April 10, 2015. The property owners have 30 days from the date of the 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 2015 tax roll.

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

**Recommendations/Actions:** It is recommended that the City Council approve the proposed assessments and place the ordinances on first reading.

**Attachments:** Property List for Special Assessments and Ordinances

<u>PIN #</u>	<u>Geo Code#</u>	<u>Location</u>		<u>Amount</u>	<u>District #</u>
00120200	B-01617	1632 N Emporia	sealing the Sewer	\$420.00	VI
00125026	B-05808	1919 S Santa Fe	demolition	\$4,557.00	III
00134914	C-00223	347 N Ash	demolition	\$7,839.00	I
00228171	D-27306	935 W Meikle	sealing the Sewer	\$420.00	IV
			Total	\$13,236.00	
00134875	C 00213	344 N Piatt Ave	Board Up	\$251.83	1
00137252	C 01522001A	2047 N Minnesota Ave	Board Up	\$111.12	1
00159622	C 13887	1562 N Harvard Ave	Board Up	\$93.23	1
00166481	C 21066	2314 N Poplar	Board Up	\$94.22	1
00166537	C 21122	2344 N Prince	Board Up	\$262.01	1
00198271	D 00242	207 S Sycamore	Board Up	\$124.00	4
00241130	D 38864	600 S Holland Ln	Board Up	\$269.69	4
			Total	\$1,206.10	

\_\_\_\_ Published in the Wichita Eagle on April 10, 2015

**ORDINANCE NO. 49-962**

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 131-133 EMPORIA ST EAGLE ADD	\$420.00
LOTS 17-19 BLOCK 11 ALLEN & SMITH'S ADD.	\$4,557.00
LOTS 47-49 EXC PT TAKEN IN COND. CASE 95 C 1056 BUTLER & FISHER'S SUB	\$7,839.00
LOT 32 BLOCK A DAVIS-WALKER ADD.	\$420.00

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 **2015** 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 **7th day of April, 2015**.

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

---

Sharon Dickgrafe, Interim Director of Law

\_\_\_\_\_ Published in the Wichita Eagle on April 10, 2015

ORDINANCE NO. **49-963**

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>
LOT 56 & N1/2 LOT 58 BUTLER & FISHER'S SUB.	\$251.83
LOTS 57-59 MINNESOTA AVE. PARKVIEW ADD.	\$111.12
LOT 5 BLOCK F YALE HEIGHTS ADD.	\$93.23
LOT 17 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$94.22
LOT 7 BLOCK X AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$262.01
LOT 3 SYCAMORE AVE. MC KEE'S RESURVEY	\$124.00
LOT 8 BLOCK B RIDGE PLAZA 8TH. ADD.	\$269.69

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 **2015** 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 **7th day of April, 2015.**

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

ATTEST:

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

---

Sharon Dickgrafe, Interim Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council Members

**SUBJECT:** Nuisance Abatement Assessments, Lot Clean Up (Districts I, III, IV, V and VI)

**INITIATED BY:** Metropolitan Area Building and Construction Department

**AGENDA:** Consent

---

**Recommendation:** Approve the assessments and place the ordinance on first reading.

**Background:** The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinance allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work, and the MABCD bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the lot clean-up costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

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

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

**Attachments:** Property List for Special Assessments and Ordinance.

<u>PIN #</u>	<u>Geo Code#</u>	<u>Address / Location</u>	<u>Amount</u>	<u>District #</u>
00102344	A 02867	2253 N Park Pl	\$385.80	6
00102824	A 03284	V/L N of 2629 N Wellington	\$441.33	6
00102825	A 03285	2nd V/L N of 2629 N Wellington	\$473.90	6
00106652	A 06366	1449 S Waco	\$721.60	3
00106731	A 06442	1352 S Water	\$895.51	3
00112620	A 12595	3451 N Fairview Ave	\$1,177.52	6
00121563	B 02861	V/L E of 1405 E 9th	\$781.20	1
00121672	B 02961	644 N New York	\$709.62	1
00121722	B 030090001	1015 E 9th St N	\$714.47	1
00121723	B 030090002	1001 E 9th St N	\$583.48	1
00121724	B 03010	V/L 900 Blk of N Washington	\$655.00	1
00121725	B 03011	V/L 900 Blk of N Washington	\$655.00	1
00123809	B 04728	V/L E of 902 S Topeka	\$781.30	3
00129764	B 09533	2003 S Lulu	\$1,904.60	3
00134914	C 00223	347 N Ash St	\$712.91	1
00134936	C 00227	331 N Ash St	\$433.43	1
00135061	C 00284	V/L S of 2201 E Central	\$304.60	1
00136180	C 01037	V/L S of 1333 N Minnesota	\$772.94	1
00138901	C 02913	1256 N Volutsia	\$466.30	1
00138902	C 02914	1248 N Volutsia	\$385.00	1
00139610	C 03516	1457 N Estelle	\$870.10	1
00139781	C 03641	1741 N Estelle	\$555.00	1
00150496	C 06163	732 S Erie	\$805.00	1
00157801	C 12205	2109 E Mesita Dr	\$1,267.92	1
00157940	C 12295	736 S Crestway Ave	\$713.20	3
00159481	C 13748	916 N Harding Ave	\$825.06	1
00160340	C 14381	1217 N Dellrose	\$858.20	1
00166481	C 21066	2314 N Poplar Ave	\$662.62	1
00166537	C 21122	2344 N Prince	\$624.18	1
00174898	C 29541	3053 S Sayles Ave	\$425.00	3
00175342	C 29977	4448 E Bayley	\$1,159.60	3
00199578	D 0080100UP	11217 W 21st St N	\$802.74	5
00199898	D 010200001	532 S Gordon Ave	\$432.60	4
00199935	D 01048	537 S Edwards	\$548.00	4
00203417	D 03780	124 S Custer	\$568.00	4
00207452	D 066210001	630 N Edwards Ave	\$719.14	6
00209787	D 087970001	315 S McComas	\$409.00	4
00209849	D 08849	402 S McComas St	\$408.60	4
00211157	D 09916	776 N Westridge Dr	\$800.42	6
00218642	D 17441	917 N Anna	\$709.80	6
00219637	D 18361	5820 W Murdock	\$488.00	5
00223773	D 22820	983 N Wilbur Ln	\$405.00	5
00231720	D 30591	401 S Keith	\$586.77	4
00240851	D 38600	330 S Shefford	\$762.72	4
00244431	D 41678	306 S Maple Ln	\$591.50	4
00484210	B 14786	616 E Wayne St	\$2,370.20	3
		Total	\$33,323.88	

Published in the Wichita Eagle on April 10, 2015

**ORDINANCE NO. 49-964**

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (**LOT CLEAN UP**) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the sum set opposite each of the following lots, pieces and parcels of land or ground, herein specified, be and the same is hereby levied to pay the cost of abating certain public nuisances under the provision of Section 7.40.050 of the Code of the City of Wichita, Kansas, which public health nuisances are determined to have existed upon the following described property:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
LOT 5 & N 5 FT LOT 7 BLOCK 3 HIGHLAND ADD.	\$385.80
LOT 1 EXC CANAL WATER ST. GARDNERS ADD	\$441.33
LOTS 3-5 EXC CANAL WATER ST. GARDNERS ADD	\$473.90
S 1/2 LOT 38-ALL LOT 40 WACO AVE. FITZGERALD'S 2ND. ADD.	\$721.60
LOTS 94-96 & N 4.07 FT LOT 98 WATER ST. FEGTLY'S ADD.	\$895.51
ODD & EVEN LOTS 1 TO 12 INC. BLOCK 7 JONES PARK ADD.	\$1,177.52
LOT 19 & E 18 FT LOT 20 FRISCO NOW 9TH. ST. TILFORD'S 2ND. ADD.	\$781.20
LOTS 8-10 SHIRK'S 3RD. ADD.	\$709.62
E 44.11 FT OF LOTS 2-4-6-8 WASHINGTON AVE. MOORE'S ADD.	\$714.47
W 27.42 FT LOTS 2-4-6-8 WASHINGTON AVE. MOORE'S ADD.	\$583.48
LOTS 10-12 WASHINGTON AVE. MOORE'S ADD.	\$655.00
EVEN LOTS 14 THRU 24 WASHINGTON AVE. MOORE'S ADD.	\$655.00
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	\$781.30
LOT 1 KING-MICHAELSEN 3RD. ADD.	\$1,904.60
LOTS 47-49 EXC PT TAKEN IN COND. CASE 95 C 1056 BUTLER & FISHER'S SUB	\$712.91
S 1/2 LOT 61-ALL LOT 63 BUTLER & FISHERS'S SUB.	\$433.43
LOTS 1-3-5-7-9-11 MADISON AVE. FIELD & CARMICHAEL'S SUB.	\$304.60
LOTS 126-127 ROSENTHAL'S 2ND. ADD.	\$772.94
LOTS 54-56 ACADEMY NOW VOLUTSIA AVE. FAIRMOUNT PARK ADD.	\$466.30
LOTS 58-60 VOLUTSIA AVE. FAIRMOUNT PARK ADD.	\$385.00
LOTS 1-3 GOETHE NOW ESTELLE AVE. ROSE HILL ADD.	\$870.10
LOT 13-15 2ND. FAIRMOUNT ORCHARDS ADD.	\$555.00
LOTS 22-24-26-28 AVE L NOW ERIE SECOND SUNNY-SIDE ADD.	\$805.00
LOT 2 BLOCK 9 SCHWEITER'S 8TH. ADD.	\$1,267.92

LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	\$713.20
LOT 9 BLOCK 3 EAST HIGHLAND NORTH ADD.	\$825.06
LOTS 17-18 BLOCK 7 COUNTRY CLUB HEIGHTS ADD.	\$858.20
LOT 17 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$662.62
LOT 7 BLOCK X AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$624.18
LOT 23 BLOCK C PLANEVIEW SUB. NO. 2	\$425.00
LOT 34 BLOCK A HILLTOP MANOR SUB. A REPLAT OF PT HILLTOP MANOR & HILLTOP MANOR 2ND. ADD.	\$1,159.60
BEG 210 FT W NE COR NW 1/4 S 264 FTW 120 FT N 264 FT E TO BEG EXC N 30 FT RD SEC 7-27-1W	\$802.74
LOTS 46-48 PALMERSTON NOW GORDON AVE. MARTINSON'S 5TH. ADD.	\$432.60
LOTS 199-201-203 EDWARDS AVE. MARTINSON'S 5TH. ADD.	\$548.00
LOTS 13-15 LONSDALE NOW CUSTER AVE. SMITHSON'S SUB.	\$568.00
LOT 10 EXC N 35 FT BLOCK B LEMON 3RD. ADD.	\$719.14
LOTS 25-27 BLOCK 3 QUINCY ADD.	\$409.00
LOTS 2-4-6 BLOCK 7 QUINCY ADD.	\$408.60
S 70 FT LOT 22 WEST RIDGE ACRES ADD.	\$800.42
LOT 10 BLOCK C SUNNYSIDE GARDENS 4TH. ADD.	\$709.80
LOT 8 EXC E 1/2 BLOCK 5 AVERY ADD.	\$488.00
LOT 2 BLOCK 23 COUNTRY ACRES 2ND. ADD.	\$405.00
LOT 7 BLOCK G CALLAHAN ADD.	\$586.77
LOT 4 BLOCK 5 WEST MILLBROOK 2ND. ADD.	\$762.72
LOT 2 BLOCK A MAPLE LANE 3RD. ADD.	\$591.50
LOT 18 BLOCK 4 SOUTH BROADWAY GARDENS ADD.	\$2,370.20

SECTION 2. This ordinance shall take effect and be in force from and after its publication once in the official City paper.

ADOPTED, at Wichita, Kansas, this **7th day of April, 2015**.

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

ATTEST:

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

(SEAL)

Approved as to form:

---

Sharon Dickgrafe, Interim Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** HOME Program; Amendment to Housing Development Loan Program Funding Agreement, Jakub's Ladder, Inc. (District III)

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

**AGENDA:** Consent

---

**Recommendation:** Approve the contract amendment providing for additional funding, and authorize the necessary signatures.

**Background:** On December 9, 2014, the City Council approved HOME Program Housing Development Loan Program (HDLP) funding with Jakub's Ladder, Inc., in the amount of \$45,027, in order to subsidize development and construction of a single-family home on a vacant lot located at 1828 S. Santa Fe. Upon completion of construction, the home will be sold to an income-eligible, owner-occupant homebuyer, who will receive a down payment/closing costs assistance loan through the City's HOMEownership 80 Program. The funding is in the form of zero-interest, forgivable development subsidy loan.

**Analysis:** During site preparation activities, an old foundation that was not removed when a house was demolished at the site several years ago was found to be present. In addition, it has become necessary to remove three large trees from the right-of-way. Initially, it was thought that the trees could be saved, but the trees were lifting the driveway and the curb and were impeding construction of a new driveway and approach. Forestry staff was contacted and agreed that the trees could be removed, but at the developer's expense. In addition, the depth of the sewer main in the area is such that a sewer lift had to be installed because the foundation could not be raised to a height necessary to achieve proper drainage slope. The unanticipated cost of removing the old foundation, removing the large trees and installing the sewer lift has made it necessary to increase the development subsidy loan provided for the project.

**Financial Considerations:** The cost of removing the old foundation, removing the trees and installing the sewer lift mechanism is \$5,965. Under the proposed contract amendment, additional HDLP funding in this amount will be provided under the zero-interest, forgivable development subsidy loan structure. The additional funding will be provided from unallocated HOME funding available from the repayment of homebuyer assistance loans and repayments from Community Housing Development Organizations (CHDOs) and other developers that receive housing development subsidy loans from the HOME Program.

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

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment providing for additional funding and authorize the necessary signatures.

**Attachments:** Amendment to funding agreement.

**AMENDMENT TO FUNDING AGREEMENT**

Between

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A  
**PARTICIPATING JURISDICTION**

And

**Jakub's Ladder, Inc.**

HOME Investment Partnerships Program

2014 Housing Development Loan Program Funding

City of Wichita  
Housing and Community Services Department  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

This contract amendment is entered into March 24, 2015 and dated to be effective March 24, 2015, between the City of Wichita (hereinafter referred to as the CITY) and Jakub's Ladder, Inc., a non-profit Housing Developer, hereinafter referred to individually as the Developer.

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated December 9, 2014, and effective the date executed by the Mayor of the City of Wichita, December 9, 2014, in the amount of \$45,027, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of a single-family home.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective December 9, 2014 and executed December 9, 2014, and the intent of this amendment, entered into March 24, 2015 and dated to be effective March 24, 2015, hereby agree, covenant, and contract with each other that, effective March 24, 2015, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$50,992 as referenced in Exhibit B. Contract payments above \$50,992 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

**Jakub's Ladder, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA**

By \_\_\_\_\_

Carl Brewer, Mayor

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Date

PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES

III. Administration

The Developer’s President/C.E.O. will supervise operations and administration on a day-to-day basis. The Developer’s Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$50,992, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$50,992 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable selling costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of the completed home, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

\$ 50,992.00

TOTAL

\$ 50,992.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

**BUDGET**

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

\$ 50,992.00

TOTAL

\$ 50,992.00

**DEVELOPMENT BUDGET**

**Per Unit Cost (Prepare for One Unit)**

(A) Site Acquisition Cost	6,500.00
(B) Plus: Construction (Hard) Costs Including Demolition	111,465.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	6,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,600.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	126,565.00
(G) Plus: Developer Fee ( __10__ %) of Original Preliminary Per-Unit Development Cost of \$120,600 (F)	12,060.00
(H) Total Per-Unit Cost (F + G)	138,625.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	89,777.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
<b>(K) Project Subsidy (Gap Financing) Required, per unit (H – I – J)</b>	<b>48,848.00</b>
<b>(L) Gap Financing Contingency (5% X Original Budgeted Gap Financing Amount, \$42,883 (K))</b>	<b>2,144.00</b>
<b>(M) HOME (Gap) Financing</b>	<b>50,992.00</b>

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	71,662.00	Acquisition Costs	6,500.00
		Project “Soft” Costs	6,000.00
HOME (Gap) Financing	50,992.00	Construction Costs	111,465.00
Repayment of Subsidy Loans	18,115.00	Site Improvements	2,600.00
		Developer Fee	12,060.00
		5% Contingency (Of Original Budgeted Gap Financing Amount)	2,144.00
<b>TOTAL</b>	<b>140,769.00</b>	<b>TOTAL</b>	<b>140,769.00</b>

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** HOME Program: Housing Development Loan Program Funding Agreement Amendment, Mennonite Housing Rehabilitation Services, Inc. (Districts I and VI)

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

**AGENDA:** Consent

---

**Recommendation:** Approve the contract amendment providing for additional funding, and authorize the necessary signatures.

**Background:** On August 12, 2014, the City Council approved HOME Program Housing Development Loan Program (HDLP) funding with Mennonite Housing Rehabilitation Services, Inc. (MHRS) in the amount of \$141,650, in order to subsidize development and construction of three single-family homes located at 1954 N. Ash, 2833 N. Park Place, and 2837 N. Park Place. Upon completion of construction, the homes will be sold to income-eligible, owner-occupant homebuyers, who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program. The funding is in the form of zero-interest, forgivable development subsidy loans.

**Analysis:** Single-family homes constructed with HOME funding require an environmental review. During the course of completion of the environmental review for the north Park Place sites, it was found that the exterior noise level exceeds 65 decibels, which is the limit established by the U.S. Department of Housing and Urban Development (HUD). The noise source is the Burlington Northern Santa Fe railway which is adjacent to north Broadway and which thereby impacts the subject properties. In order for the projects to go forward, it will be necessary to make changes to the materials to be utilized in the construction of the homes and to construct them to meet the current Energy Star standards, so that interior noise levels will not exceed 45 decibels. It will also be necessary for an architect to make additional inspections in order to verify compliance. The unanticipated cost of these changes has made it necessary to increase the amount of the development subsidy loans for the two Park Place projects.

**Financial Considerations:** In order to cover the costs associated with the construction modifications for the two Park Place homes, it will be necessary to increase the amount of the funding agreement by \$14,188, to \$155,838. Under the proposed contract amendment, additional HDLP funding in this amount will be provided under the zero-interest, forgivable development subsidy loan structure. The additional funding will be provided from unallocated HOME funding available from the repayment of homebuyer assistance loans and repayments from Community Housing Development Organizations (CHDOs) and other developers that receive housing development subsidy loans from the HOME Program.

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

**Recommendations/Actions:** It is recommended that the City Council approve the contract amendment providing for additional funding and authorize the necessary signatures.

**Attachments:** Amendment to funding agreement.

**AMENDMENT TO FUNDING AGREEMENT**

Between

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A  
**PARTICIPATING JURISDICTION**

And

**Mennonite Housing Rehabilitation Services, Inc.**

HOME Investment Partnerships Program

2010 and 2012 Re-allocated Housing Development Loan Program Funding

City of Wichita  
Housing and Community Services Department  
332 N. Riverview  
Wichita, KS 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

This contract amendment is entered into March 24, 2015 and dated to be effective March, 24, 2015, between the City of Wichita (hereinafter referred to as the CITY) and Mennonite Housing Rehabilitation Services, Inc., a Community Housing Development Organization/Non-profit Developer, hereinafter referred to individually as the Developer.

WITNESSETH THAT:

WHEREAS, the above named entities were parties to a Grant Agreement dated August 12, 2014, and effective the date executed by the Mayor of the City of Wichita, August 22, 2014, in the amount of \$141,650, in which the Developer agreed to undertake an affordable housing program involving the acquisition of property and construction of single-family homes.

NOW, THEREFORE, the above named parties, in order to fulfill the original intent of the grant agreement dated to be effective August 22, 2014, and executed August 22, 2014, and the intent of this amendment, entered into March 24, 2015 and dated to be effective March 24, 2015, hereby agree, covenant, and contract with each other that, effective March 24, 2015, the terms of the amended agreement are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendments, modifications, and changes indicated below:

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$155,838 as referenced in Exhibit B. Contract payments above \$155,838 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.



PERFORMANCE CRITERIA  
AND  
CONTRACT OBJECTIVES

III. Administration

The Developer’s President/C.E.O. will supervise operations and administration on a day-to-day basis. The Developer’s Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$155,838, in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.
- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of \$155,838 for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable selling costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of the completed home, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Initial Operating Reserves.)

\$155,838

TOTAL

\$155,838

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.

1. The City and the Developer also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
2. The Developer will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

**BUDGET**

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Initial Operating Reserves.)

\$155,838.00

TOTAL

\$155,838.00

**DEVELOPMENT BUDGET**

**Per Unit Cost (Prepare for One Unit)**

(A) Site Acquisition Cost	6,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	120,000.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	131,500.00
(G) Plus: Developer Fee ( <u>  10  </u> % ) of (F)	13,150.00
(H) Total Per-Unit Cost (F + G)	144,650.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	93,650.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	4,500.00
<b>Project Subsidy Required, per unit (H – I – J)</b>	<b>46,500.00</b>

Number of Units to be Developed   1

**Per Unit Cost (Prepare for One Unit)**

(A) Site Acquisition Cost	6,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	128,169.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	4,000.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	1,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	139,669.00
(G) Plus: Developer Fee ( <u>  10  </u> %) of Original Per-Unit Cost of \$131,500	13,150.00
(H) Total Per-Unit Cost (F + G)	152,819.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	93,650.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	4,500.00
<b>Project Subsidy Required, per unit (H – I – J)</b>	<b>54,669.00</b>

Number of Units to be Developed   2  

Total Amount of Funding Requested (Number of Units to be Developed   2   Project Subsidy Required Per Unit)   \$155,838  

Sources and Uses of Funds Statement (For Entire Project; Figures to Include All Units)

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	225,000.00	Acquisition Costs	18,000.00
Subsidy Contribution (J)	13,500.00	Project “Soft” Costs	12,000.00
HOME (Gap) Financing	155,838.00	Construction Costs	376,338.00
Repayment of Subsidy Loans	55,950.00	Site Improvements	4,500.00
		Developer Fee	39,450.00
<b>TOTAL</b>	<b>450,288.00</b>	<b>TOTAL</b>	<b>450,288.00</b>



City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** HOME Program: Boarded-up House Program Funding; Mennonite Housing Rehabilitation Services, Inc. (District VI)

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

**AGENDA:** Consent

---

**Recommendation:** Approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

**Background:** On May 6, 2014, the City Council approved final allocations for the 2014-2015 first program year action plan funding process, which included a total of \$125,000 in HOME Investment Partnerships Program (HOME) funding for the Boarded-up House Program. The purpose of the program is to provide Community Housing Development Organizations (CHDOs) with a means to access HOME funding for the purpose of acquiring vacant, boarded-up or otherwise blighted homes in the City's Neighborhood Revitalization Area (NRA) in order to demolish them and to construct new single-family homes on the sites for purchase by income-eligible, owner-occupant homebuyers. Requests for funding under the program are received on an open application basis from certified CHDOs.

**Analysis:** HOME funds have been essential for the development of housing that is affordable for income-eligible owner-occupant buyers in the City's targeted areas because the lower predominant values in existing neighborhoods make it difficult to fully recover the costs of acquisition, construction and demolition from the sales price. HOME funds are made available for construction of single-family homes in the form of a development subsidy to offset acquisition, construction and site improvement expenses, as well as selling expenses and developer fees. The current maximum selling price for HOME-funded homes is \$95,550.

All homes constructed with HOME funding through the Board-up House Program must be sold to owner-occupant, income-eligible home buyers who will receive down payment/closing costs assistance loans through the City's HOMEownership 80 Program.

Mennonite Housing Rehabilitation Services, Inc. has requested funding from the Boarded-up House Program in order to acquire and demolish a blighted single-family residence located at 1429 N. Emporia, in order to construct a new home on the site.

The HOME Program requires an environmental review prior to the start of a HOME-funded project. Environmental review conditions for houses to be constructed in existing neighborhoods typically include design requirements, such as side-load garages at the rear of house structures, covered front porches, and requirements for the installation of radon systems. In addition, homes constructed with HOME funding must comply with the 2012 International Energy Conservation Code, which exceeds building code requirements for the City of Wichita. These requirements add to the cost of construction and when combined with predominant values in the neighborhood, increase the subsidy that is required in order to develop new single-family housing.

**Financial Considerations:** The total project cost is estimated to be \$158,108. HOME funding for the proposed project will be \$65,608, and will be provided in the form of a zero-interest, forgivable development subsidy loan. HOME funding will be used to cover costs related to acquisition, demolition, construction, site improvements, and project soft costs such as construction loan fees and interest, and developer fees.

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

**Recommendations/Actions:** It is recommended that the City Council approve the Housing Development Loan Program funding allocation and authorize the necessary signatures.

**Attachment:** Funding agreement.

FUNDING AGREEMENT

Between

**THE CITY OF WICHITA  
HOUSING AND COMMUNITY SERVICES DEPARTMENT**

A

PARTICIPATING JURISDICTION

And

**Mennonite Housing Rehabilitation Services, Inc.,**

**A Non-Profit Housing Developer**

HOME Investment Partnerships  
Program

2014 Boarded-up House Program Funding

Housing and Community Services Department  
City of Wichita  
332 N. Riverview  
Wichita, Kansas 67203  
Phone (316) 462-3700  
Fax (316) 462-3719

No. \_\_\_\_\_

**AGREEMENT**

THIS CONTRACT, dated **March 24, 2015**, and effective the date signed by the Mayor of the City of Wichita, by and between the City of Wichita, Kansas (hereinafter referred to as “the City”) and Mennonite Housing Rehabilitation Services, Inc., a Community Housing Development Organization/non-profit Developer, hereinafter referred to individually as the Developer).

WITNESSETH THAT:

WHEREAS, the City is entitled to receive a HOME Investment Partnerships Program Grant (hereinafter referred to as HOME), from the U.S. Department of Housing and Urban Development (hereinafter referred to as the "Department").

WHEREAS, the Developer is desirous of participating in activities eligible under HOME, and further agrees that the beneficiaries of its activities under the program and this agreement are, or will be, individuals or families who meet the income eligibility guidelines of Title 24 CFR Part 92.216/217 as applicable; and

WHEREAS, the City deems the activities to be provided by the Developer as consistent with, and supportive of the HOME Investment Partnership Program, and that the Developer requires the financial assistance of the City to initiate its activities; and

WHEREAS, the cooperation of the City and the Developer is essential for the successful implementation of an Affordable Housing Program;

WHEREAS, the Developer shall be the responsible authority without recourse to the City regarding the settlement and satisfaction of all contractual and administrative issues arising out of this agreement;

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

**SECTION 1. SCOPE OF SERVICES.** The Developer must follow the Performance Criteria and Program Description as outlined in Exhibit B. Any programmatic change substantially altering the contract's original intent or financial change in contract amount or line items in the approved budget that is greater than \$10,000 shall require a written contract amendment. The amendment shall be approved by the City Council and shall also be approved and signed by all parties to the original contract.

SECTION 2. TIME OF PERFORMANCE. The services of the Developer are to begin as soon as possible, on the date of this contract, and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this contract. The construction phase of this contract shall be complete by **June 30, 2016**, with all expenses incurred on or before that date. This contract shall otherwise remain in force through the period of affordability, which will end on a date up to 15 years following the date of completion of each unit, as defined in 24 CFR 92.2, depending on the amount of HOME funds invested in each unit of construction. Should it be necessary to convert a housing unit developed under this agreement to a rental unit as described in section IV of Exhibit B of this agreement, the contract will otherwise remain in force through the period of affordability which will end on a date 20 years following the date of completion of the unit, as defined in 24 CFR 92.2. Deed restrictions filed in connection with each unit will specify the applicable affordability period for the unit.

SECTION 3. RECORDS, REPORTS AND INSPECTION.

A. Establishment and Maintenance of Records. The Developer shall establish and maintain records as prescribed by the Department, and/or the City, with respect to all matters covered by this contract. Except as otherwise authorized by the Department and/or the City, the Developer shall (Per 24 CFR 92.508) **retain such records for a period of five years following the date final payment is received under this contract**.

B. Documentation of Costs. All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible.

C. Reports and information. The Developer, at such times and in such forms as the City or its designated and authorized representative(s) may require, shall furnish to the City or its designated and authorized representative(s) such statements, records, reports, data and information as the City may request pertaining to matters covered by this contract.

D. Audits and Inspections. The Developer shall at any time and as often as the Housing and Community Services Department, or the City or the Comptroller General, or the Department of Housing and Urban Development, (HUD) or the HUD Inspector General of the United States may deem necessary, make available all its records and data for the purpose of making audits, reviews, examinations, excerpts and transcriptions.

SECTION 4. CONFLICT OF INTEREST. No owner, Developer or sponsor of a project assisted with HOME funds (or officer, employee, agent, elected or appointed official or consultant of the owner, Developer or sponsor) whether private, for profit or non-profit (including a Community Housing Development Organization (CHDO) when acting as an owner, Developer or sponsor) may occupy a HOME-assisted affordable unit in a project. This provision does not apply to an individual who receives HOME funds to acquire or rehabilitate his or her principal residence or to an employee or agent of the owner or Developer of a rental housing project who occupies a housing unit as the

project manager or maintenance worker. Immediate family members of an officer, employee, agent, elected or appointed official or consultant of an owner, developer, or sponsor are prohibited from occupying a HOME-assisted affordable housing unit in a project. This restriction, with respect to occupancy, applies during the period of affordability only, and not to the entire period of ownership by the entity receiving the HOME assistance. (24 CFR 92.356 (f)(1)).

EXCEPTIONS: An exception may be granted in accordance and in compliance with 24 CFR 92.356 (f)(2)(I) through (V), and with the City's prior approval.

## SECTION 5. DISCRIMINATION.

A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services or other assistance under the provisions of this contract or any program related to this contract, shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, disability, sex or age. (Reference Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352)). For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the Developer receiving funds pursuant to this contract.

B. The Developer further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity Statement for contracts or agreements" as provided in Exhibit A attached hereto.

C. The Developer will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion, in accordance with Executive Order 11246 – Equal Employment Opportunity, as amended and its implementing regulations at 41 CFR Part 60. If the Developer has fifteen or more employees, the Developer is prohibited from discriminating against any employee or applicant with a disability, in accordance with Title I of the Americans with Disabilities Act of 1990 (ADA). Nondiscrimination notices should be included in all job postings and posted in a visible place in the Developer's office.

## SECTION 6. EMPLOYMENT OPPORTUNITIES FOR BUSINESSES AND LOWER INCOME PERSONS IN CONNECTION WITH ASSISTED PROJECTS.

A. GENERAL. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701 u., and Sec. 7 (d), Department of HUD Act, 42 U.S.C. 3535 (d) is applicable to all projects assisted by any Department program in which loans, grants, subsidies or other financial assistance, including HOME Investment Partnerships Program under the Act are provided in aid of housing, urban planning, development, redevelopment or renewal, public or community facilities, and new community developments.

B. Assurance of Compliance.

1. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

2. The parties to this contract will comply with the HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

3. The Developer agrees to send to each labor organization or representative of workers with which the owner has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Developer agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

5. The Developer will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

7. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to

Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

8. Every contract or agreement entered into by the Developer which involves funds provided under this contract will have incorporated therein subsection B of Section 6 of this contract.

9. In the event the Developer sells, leases, transfers or otherwise conveys land upon which work in connection with this project is to be performed, the City must be notified in writing, thirty (30) days prior to such action. Further, prior to sale or lease of property purchases, funded under this agreement, the Developer shall include in each contract or subcontract for work on such land, a clause requiring the purchaser, lessee or redeveloper to assume the same obligations as the Developer for work under subsection B of Section 6 of this contract. Each such purchaser, lessee or redeveloper shall be relieved of such obligations upon satisfactory completion of all work to be performed under the terms of the redevelopment contract.

**SECTION 7. FEDERAL LABOR STANDARDS PROVISIONS.** Except with respect to the rehabilitation or construction of residential property containing less than twelve units, the Developer and all contractors and subcontractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this contract **will comply with the Davis-Bacon Act** (40 U.S.C. 276 a to a-7), as supplemented by Department of Labor (DOL) regulations (29 CFR, Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. 874, and 40 U.S.C. 276c) as supplemented in DOL regulations (29 CFR, Part 3), sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations (29 CFR, Part 5), and the regulations issued pursuant thereto, and the Fair Labor Standards Act of 1938, As Amended (29 U.S.C. 201, et seq.). **The Developer shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions consistent with applicable Federal Labor Standards.** No contracts under this section shall be awarded to any contractors or subcontractors debarred for violating Federal Labor Standards Provisions. **This Project does not include construction, prosecution, completion or repair of more than 11 units, and is exempt from Davis-Bacon Act wage requirements.**

The Developer shall take affirmative action to ensure that applicants for employment are employed, contractors or subcontractors receive contracts, and all employees are treated, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following:

employment, recruitment or recruitment advertising,  
contracting or subcontracting, promotion, demotion,  
transfer, layoff, termination, rates of pay or other  
forms of compensation, and selection for training  
including apprenticeship.

The Developer shall incorporate the foregoing requirements of this paragraph in all of its contracts, except those exempt by law, and will require all of its contractors to incorporate such requirements in all subcontracts.

SECTION 503 AFFIRMATIVE ACTION FOR QUALIFIED INDIVIDUALS WITH DISABILITIES:

The Developer and any subcontractors will comply with the provisions of Section 503 of the Rehabilitation Act of 1973, if the funding award of their Agreement is \$2,500 or more, including, but not limited, to the following:

a) The Developer will not discriminate against any employee or applicant for employment because of disability in regard to any position for which the employee or applicant for employment is qualified.

b) The Developer agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their disability in all employment practices, including, but not limited to, the following:

Employment, recruitment or recruitment advertising, contracting or subcontracting, promotion, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

**c) The Developer agrees to post in conspicuous places, within administrative office and warehouse facilities available to employees and applicants for employment, notices, which make reference to the Developer's compliance with The Rehabilitation Act.** Such notices shall state the Developer's obligation under the law not to discriminate on the basis of physical or mental disability and to take affirmative action to employ and advance in employment qualified individuals with disabilities.

SECTION 8. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes and regulations of the State of Kansas and local governments.

SECTION 9. ASSIGNABILITY. The Developer shall not assign any interest in this contract without prior written consent of the City.

SECTION 10. POLITICAL ACTIVITY PROHIBITED.

A. None of the funds, materials, property or services provided directly or indirectly under this contract, shall be used for partisan political activity.

B. The funds provided under this contract shall not be engaged in any way in contravention of Chapter 15 of Title 5, U.S.C.

SECTION 11. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States of America or the Legislature of the State of Kansas.

SECTION 12. PAYMENTS.

A. Compensation and Method of Payment. Compensation and method of payment to the Developer, relative to conducting the operations of the project activities and services as herein described, will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the City of Wichita.

B. Total Payments. Total Payment to the Developer will not exceed \$65,608.00 as referenced in Exhibit B. Contract payments above \$65,608.00 are contingent upon the sale of completed projects and extended grant authority as a result of program income generated by the project.

C. Restriction on Disbursements. No Entitlement Funds shall be disbursed to the Developer or contractor except pursuant to a written contract, which incorporates by reference the general conditions of this contract.

D. Unearned Payments. Under this contract unearned payments may be suspended or terminated if the entitlement funds to the City of Wichita under the HOME Investment Partnerships Program (24 CFR Part 92) are suspended or terminated.

SECTION 13. TERMINATION CLAUSE. Upon breach of the contract by the Developer, the City, by giving written notification, may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through Section 30, Exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. In the event of a breach of contract, the Developer agrees to re-pay any HOME funds advanced under this agreement. The Developer further agrees to transfer ownership of any properties that are the subject of incomplete projects that have been funded under this agreement to the City, or as directed by the City, in order to facilitate project completion, as required under the HOME regulation.

SECTION 14. AMENDMENTS.

A. To provide necessary flexibility for the most effective execution of this project, whenever both the City and the Developer mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

B. Programmatic changes substantially altering the contract's original intent or financial changes in contract amount or line items in the approved budget (Exhibit C) that are greater than \$10,000 shall require a written contract amendment. The amendment must be approved by the City Council and must also be approved and signed by all parties to the original contract.

SECTION 15. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the Developer agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C.1251, et seq.), As Amended.

SECTION 16. FEDERAL ENVIRONMENTAL REVIEW AND APPROVAL PROVISIONS.

- A. In accordance with 24 C.F.R. Part 58.22, the developer agrees to refrain from undertaking any physical activities or choice limiting actions until the City has approved the project's environmental review. Choice limiting activities include acquisition of real property, leasing, repair, rehabilitation, demolition, conversion, or new construction. This limitation applies to all parties in the development process, including public or private nonprofit or for-profit entities, or any of their contractors.
- B. This agreement does not constitute an unconditional commitment of funds or site approval. The commitment of funds to the project may occur only upon satisfactory completion of the project's environmental review in accordance with 24 CFR Part 58 and related environmental authorities. Provision of funding is further conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review.
- C. The Developer agrees to abide by the special conditions, mitigation measures or requirements identified in the City's environmental approval and shall ensure that project contracts and other relevant documents will include such special conditions, mitigation measures or requirements.
- D. Until the City has approved the environmental review for the project, neither the Developer nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance to the project or activity.
- E. The Developer agrees to provide the City with all available environmental information about the project and any information which the City may request in connection with the conduct and preparation of the environmental review, including any reports of investigation or study which in the City's opinion is needed to fulfill its obligations under HUD environmental requirements.
- F. The Developer agrees to advise the City of any proposed change in the scope of the project or any change in environmental conditions, including substantial changes in the nature, magnitude, extent or location of the project; the addition of new activities not anticipated in the original scope of the project; the selection of an alternative not in the original application or environmental review; or new circumstances or environmental

conditions which may affect the project or have bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity.

**SECTION 17. ARCHITECTURAL BARRIERS.** Every building or facility (other than a private residential structure) designed, constructed or altered with funds provided pursuant to this contract shall be designed, altered or constructed in accordance with the standards issued under the Architectural Barriers Act of 1968 (42 USC 4151 et. seq.), as amended, and the minimum guidelines and requirements issued by the Architectural and Transportation Compliance Board pursuant to Section 502 (b.) (3.) of the Rehabilitation Act of 1973 (29 USC 792 (b.) (3.) as amended, and Section 504 of the Rehabilitation Act of 1973.

The Section 504 implementing regulations (24 CFR Part 8) apply to this project. Newly constructed or rehabilitated housing for purchase or single-family housing developed with Federal funds must be made accessible upon the request of the prospective buyer if the nature of the prospective occupant's disability so requires. Should a prospective buyer request a modification to make a unit accessible, the owner/developer must work with the buyer to provide specific features that meet the need(s) of the prospective homebuyer/occupant. If the design features that are needed for the buyer are design features that are covered in the Uniform Federal Accessibility Standards (UFAS), those features must comply with the UFAS standard. The Developer shall be permitted to depart from the standard in order to have the buyer/occupant's needs met.

Multi-family dwellings must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-19), and Section 504 of the Rehabilitation Act of 1973, as applicable.

**SECTION 18. ANTI-TRUST LITIGATION.** For good cause, and as consideration for executing this contract, the Developer, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the City of Wichita all right, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the Developer pursuant to this contract.

**SECTION 19. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COST PRINCIPLES.** During the administration of this contract, the Developer shall comply with 24 CFR 84.21, Standards for financial management systems, as follows:

- (a) Developer is required to relate financial data to performance data and develop unit cost information whenever practical.
- (b) Developer's financial management systems shall provide for the following:
  - (1) Accurate, current and complete disclosure of the financial results of each federally-sponsored project or program in accordance with the reporting requirements set forth in

§84.52. If a recipient maintains its records on other than an accrual basis, the developer shall not be required to establish an accrual accounting system. The Developer may develop such accrual data for reports on the basis of an analysis of the documentation on hand.

(2) Records that identify adequately the source and application of funds for federally-sponsored activities. These records shall contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. The Developer shall adequately safeguard all such assets and assure they are used solely for authorized purposes.

(4) Comparison of outlays with budget amounts for each award. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to minimize the time elapsing between the transfer of funds to the developer from the City, and the issuance or redemption of checks, warrants or payments by other means for program purposes by the Developer. To the extent that the provisions of the Cash Management Improvement Act (CMIA) (Pub. L. 101-453) govern, payment methods of State agencies, instrumentalities, and fiscal agents shall be consistent with CMIA Treasury-State Agreements or the CMIA default procedures codified at 31 CFR part 205, "Withdrawal of Cash from the Treasury for Advances under Federal Grant and Other Programs."

(6) Written procedures for determining the reasonableness, allocability and allowability of costs in accordance with the provisions of the applicable Federal cost principles and the terms and conditions of the award.

(7) Accounting records including cost accounting records that are supported by source documentation.

(c) Where the City guarantees or insures the repayment of money borrowed by the Developer, The City, at its discretion, may require adequate bonding and insurance if the bonding and insurance requirements of the recipient are not deemed adequate to protect the interest of the City.

(d) The City may require adequate fidelity bond coverage where the Developer lacks sufficient coverage to protect the City's interest.

(e) Where bonds are required in the situations described above, the bonds shall be obtained from companies holding certificates of authority as acceptable sureties, as prescribed in 31 CFR part 223, "Surety Companies Doing Business with the United States."

SECTION 20. RENEGOTIATION. This contract may be renegotiated in the event alternate sources of funding become available during the term of the contract.

SECTION 21. LEAD-BASED PAINT POISONING PREVENTION. Should HOME funding be utilized for rehabilitation of existing structures, the Developer will comply with the lead-based paint provisions at 24 CFR Part 35 and at 24 CFR 570.608, and Title X of the Housing and Community Development Act of 1992. Compliance will include all activities required by these regulations. The Developer also agrees to document each client file with regard to these provisions, and action(s) taken if required. A copy of the current HUD Lead-Based Paint Certification will be retained in the file of each client assisted with HOME funds under this contract. The Developer will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.) and 24 CFR part 35. The project will comply with section 92.355 of the HOME rule. The Developer will also comply with the lead-based paint provisions of section 982.401(j) and the Lead-Based Paint provisions of the Section 8 Housing Quality Standards (HQS), irrespective of the applicable property standard under section 92.251. The Developer will comply with sections 1012 and 1013 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and the regulations found at 24 CFR part 35.

SECTION 22. TERMINATION FOR CONVENIENCE. The City may terminate this contract at any time by a notice in writing from the City to the Developer. If the contract is terminated by the City as provided herein, the Developer will be paid an amount which bears the same ratio to the total compensations the services actually performed bear to the total services of the Developer covered by this contract, less payments of compensation previously made: Provided, however, that if less than sixty (60) percent of the services covered by this contract have been performed upon the effective date of such termination, the Developer shall be reimbursed (in addition to the above payment) for that portion of the actual out-of-pocket expense (not otherwise reimbursed under this contract) incurred by the Developer during the contract period which are directly attributable to the uncompleted portion of the services covered by this contract. If this contract is terminated due to the fault of the Developer, Section 13 herein relative to termination shall apply.

SECTION 23. REFUND OF INCOME. All income earned by the project as a result of entitlement funds (program income) shall be accounted for and refunded to the City as it is received, unless otherwise specified in Exhibit B. Earned income shall be defined as fees received, subsidies, sales and any program income.

SECTION 24. REVERSION OF ASSETS. In the event this contract is terminated, due to breach, convenience, or expiration, the Developer agrees to transfer ownership of any real property purchased with HOME funds under this agreement or any prior written agreement, to the City, upon written notification. This clause shall not apply if the project has been completed as contractually agreed, and the applicable affordability period has expired.

**SECTION 25. OTHER FEDERAL REGULATIONS.** Activities funded with HOME funds must comply with all of the following federal laws, executive orders and regulations pertaining to fair housing and equal opportunity, as follows:

Title VIII of the Civil Rights Act of 1968 (Fair Housing Act, (42 U.S.C. 3601-3620) As Amended, and implementing regulations at 24 CFR 100. The Fair Housing Act prohibits discrimination in the sale, rental and financing of dwellings and in other housing-related transactions, based on race, color, national origin, religion, sex, familial status, and disability.

Title VI of the Civil Rights Act of 1964, As Amended (42 U.S.C. 2000d et seq.). This law prohibits discrimination on the basis of race, color, and national origin in all Federally-assisted programs.

The Age Discrimination Act of 1975, As Amended (42 U.S.C. 6101), and implementing regulations at 24 CFR Part 146. This law prohibits age discrimination based on disability in all programs or activities operated by recipients of Federal financial assistance.

Equal Opportunity in Housing (Executive Order 11063, and Executive Order 12259), and implementing regulations at 24 CFR Part 107. These Executive Orders prohibit discrimination against individuals on the basis of race, color, religion, sex, and national origin in the sale, rental, leasing or other disposition of residential property, or in the use or occupancy of housing assisted with Federal funds.

Title II of the Americans with Disabilities Act (ADA). Title II of ADA prohibits discrimination against persons with disabilities in all programs, activities, and services of a public entity. (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218, and 225)

**SECTION 26. AFFORDABILITY- HOMEOWNERSHIP.** Housing assisted with HOME funds must meet the affordability requirements specified at 92.254 of the HOME Regulation (24 C.F.R. Part 92). HOME funds must be re-paid to the City if the housing does not meet the affordability requirements for the specified time period. Upon completion of construction/issuance of a Certificate of Occupancy, the property is to be re-sold to an owner-occupant homebuyer receiving a down payment and closing costs assistance loan through the City's HOMEownership 80 Program. The City will hold the long-term deed restriction placed on the property following the sale of the home as described within this paragraph.

**SECTION 27. AFFORDABILITY-RENTAL.** Rental housing assisted with HOME funds must meet the affordability requirements specified at 92.252 of the HOME Regulation (24 C.F.R. Part 92), as applicable. HOME funds must be re-paid to the City by the Owner if the housing does not meet the affordability requirements for the specified time period (20 years).

**SECTION 28. DISBURSEMENT OF HOME FUNDS.** The Developer may not request disbursement of HOME funds under this agreement until the funds are needed for payment of eligible costs. Unless otherwise approved by the Housing and Community Services Department,

payments to the Developer will be provided on a reimbursement basis, up to two times per month. The amount of each request will be limited to the amount needed. Developer must provide detailed records to substantiate the amount of HOME funds requested under this agreement, and must retain records, such as invoices, to substantiate said amounts.

SECTION 29. PROPERTY AND HOUSING STANDARDS. Housing that is constructed or rehabilitated with HOME funds must meet all applicable codes, rehabilitation standards, ordinances, and zoning ordinances at the time of project completion. Newly constructed housing must meet the current edition of the Model Energy Code published by the Council of American Building Officials (24 CFR 92.251), or be certified to be Energy Star compliant. (Developer to provide certification.)

SECTION 30. RELIGIOUS ORGANIZATIONS. Religious organizations may not require a beneficiary to participate in inherently religious activities, such as worship, religious instruction, or proselytizing.

Faith-based organizations may retain independence from Federal, state, and local governments to carry out their missions, including the definition, practice, and expression of its religious beliefs, provided that HOME funds do not financially support inherently religious activities. The organization's Board of Directors may not be selected based on religious practice. Religious references in the organization's mission statement and other governing documents are acceptable. 24 CFR 92.257(c).

Religious organizations must serve all eligible program beneficiaries without regard to religion, and may not restrict HOME-assisted housing to people of a particular religion or religious denomination. The eligibility of an applicant cannot be reliant on the applicant's participation in religious activities or programs supported by the organization, even if funded with other non-Federal sources.

SECTION 31. APPENDICES. All exhibits referenced in this contract, all amendments mutually agreed upon, and modifications made by both parties are hereby incorporated as though fully set forth herein.

SECTION 32. FEES. The developer cannot charge servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.

Exhibit A: Revised Non-Discrimination & Equal Employment  
Opportunity Statement

Exhibit B: Performance Criteria and Program Description

Exhibit C: Budget

Exhibit D: Development Budget

**Mennonite Housing Rehabilitation Services, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Mennonite Housing Officer

\_\_\_\_\_  
Date

**CITY OF WICHITA, KANSAS  
at the Direction of the City Council**

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

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

Approved as to Form:

\_\_\_\_\_  
Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Date

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

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
- D. Exempted from these requirements are:

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

## Exhibit B

### PERFORMANCE CRITERIA AND CONTRACT OBJECTIVES

It is mutually agreed and understood by the City of Wichita and Mennonite Housing Rehabilitation Services, Inc., hereinafter referred to as the "City" and "Developer", that execution of this contract obligates the Developer to the following performance requirements.

In return for the \$65,608 remuneration stated herein, the Developer agrees to undertake an affordable housing program, which will result in the acquisition and redevelopment of sites as follows:

1429 N. Emporia, Wichita, Kansas

A single-family home is to be constructed on each site. The single-family home must be sold to an income-eligible owner-occupant buyer. If the single-family home is not sold as described, within a period of nine (9) months following issuance of a Certificate of Occupancy by the City of Wichita, the unsold home must be converted to a single unit HOME-assisted rental project as described in Section IV of this Exhibit "B".

Housing constructed/developed under this agreement must be sold to a HOME-compliant owner-occupant buyer, with down payment and closing costs assistance provided through the City's HOMEownership 80 program. The City will hold the deed restrictions for this HOME assistance. (24 CFR 92.254, Qualification as Affordable Housing, Homeownership.) The Developer represents and agrees that its purchase of property and its other undertakings pursuant to this Agreement are, and will be, for the purpose of redevelopment of such property and not for speculation.

Sales prices of homes to be constructed/developed under this agreement shall be as follows:

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Unfinished Basement: \$85,700

Single-Story, Two Bedroom, One Bath, Two-Car Garage, Full Basement with One Bath, One Bedroom Finished in Basement: \$90,450

Single-Story, 2-Bedroom, One Bath, Two-Car Garage, Two Bedrooms, One Bath Finished In Basement: \$92,200

Single-Story, 3-Bedroom, One Bath, Two Car Garage, Full Unfinished Basement: \$95,550

(Prices may be increased, subject to approval by the City of Wichita’s Housing and Community Services Department, for certain modifications or additional bedroom or bathroom finish requested by buyer.)

The Developer represents and agrees that it will remain the owner of the property until it reaches agreement with a prospective buyer(s) of the property and, by mutual agreement, the Developer will transfer title to the prospective buyer. All HOME assistance will be repaid to the City; except in cases where there are no net proceeds or where the net proceeds are insufficient to repay the full amount of assistance. Net proceeds will be considered funds available following adjustment for approved additional costs incurred by the Developer to prepare the property for ownership that were not collectable through sale of property. Funds that are not recoverable will be considered a development grant subsidy to the Developer.

I. Project Requirements

A. Project must conform to regulations under 24 CFR Part 92. The HOME Investment Partnerships Program regulation. Specific references can be found as follows:

**24 CFR 92.250**, Maximum Per Unit Subsidy: The amount of HOME funds invested per unit may not exceed the per-unit dollar limits established under section 221 (d)(3)(ii) of the National Housing Act (12 U.S.C. 17151(d)(3)(ii)) for elevator-type projects that apply to the City of Wichita.

**24 CFR 92.251**, Property Standards: Housing constructed with HOME funds must meet all applicable local codes, ordinances and zoning ordinances at the time of project completion, and must comply with the current version of the CABO Model Energy Code. Housing must be inspected upon completion and throughout construction to verify compliance.

**24 CFR 92.254(a)(2)(iii)**, Maximum Property Value: Housing created or acquired and rehabilitated with HOME funds must be modest in nature and affordable to a low-income buyer. The maximum purchase price or value cannot exceed 95 percent of median purchase price for the area, as determined by HUD.

B. Prior to executing any contracts for sale of assisted properties, the Developer must confirm that the City has certified that the applicant household meets the HOME Program income requirements and that the household’s eligibility has been verified through a review of source documentation in accordance with 24 CFR 92.203.

II. Program Content

A. The use of HOME funds provided under this contract will be limited to the subsidy of actual costs involved in the acquisition of property, construction of homes,

purchase and re-habilitation of existing homes, demolition, and the developer fees earned in connection with completion of each unit.

Funding under this agreement will be provided in the form of a 0% interest development subsidy loan to complete the project as approved by the Department of Housing and Community Services.

- B. Upon execution of this contract, the Developer shall proceed to complete acquisition of the individual project sites as described herein, upon completion of environmental reviews or within 60 days of execution of this agreement, whichever date comes later. An extension of time for site acquisition may be approved by the City of Wichita Housing and Community Services Department on a case-by-case basis.
- C. Developer will identify potential owner-occupant buyers for the homes to be constructed, will assist them in applying for and securing first mortgage financing, will assist them in applying for down payment assistance loans to be provided by the City, and will coordinate final closings. The Developer is prohibited from charging servicing, loan origination, processing, inspection, or other fees that represent the cost of providing HOME assistance.
- D. Developer shall complete closing of construction loans in order to leverage HOME funds construction investment, in an amount equivalent to 70% or more of the appraised value of the home to be constructed, as approved by the City, within 60 days of the acquisition of the project sites, or within 60 days of signing a purchase agreement with an owner-occupant buyer who has obtained a written commitment for long-term mortgage financing, whichever date comes later.
- E. The Developer shall commence construction activities at each individual project site within 45 days of construction loan closing, but no later than 360 days from the date of execution of this funding agreement. Each single family home is to be completed within a period of six months. Final site improvements are to be completed as seasonally appropriate.

### III. Administration

The Mennonite Housing Rehabilitation Services, Inc. President/C.E.O. will supervise operations and administration on a day-to-day basis. The Mennonite Housing Rehabilitation Services, Inc. Board of Directors is ultimately responsible for program administration.

- A. Funding: It is mutually agreed by and between the City and the Developer that the total HOME funds available for this project will be \$65,608 in the form of a forgivable development subsidy loan, to be used as set forth in the sections entitled Budget and Method of Payment.

- B. Budget: The City shall pay the Developer as hereinafter set out; the maximum of **\$65,608** for the program described in this contract. A developer fee in the amount of 10% of the total development cost will be paid to the Developer in connection with a completed project. The developer fee will be pre-determined at the onset of the construction of the home, and will be paid upon the closing of the sale of the individual home. Proceeds from the sale of the home, less the aforementioned developer fee, and applicable costs will be returned to the City, in the form of a payoff of the development subsidy loan provided under this agreement. Contract payments over and above the original budgeted amount are contingent upon the sale of completed homes/projects, and extended grant authority as a result of repayments generated by the sale of the completed home. Extended grant authority may be utilized to develop additional housing units under the terms of this agreement. Funding under this agreement shall be originally budgeted as follows:

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves, 5% Contingency.)

\$ 65,608.00

TOTAL

\$ 65,608.00

- C. Method of Payment: The Developer agrees that payments under this contract shall be made according to established budgeting, purchasing and accounting procedures of the City of Wichita and HOME.
1. The City and Mennonite Housing Rehabilitation Services, Inc. also agree that the categories of expenditures and amounts are estimates and may vary during the course of the contract. Changes greater than \$10,000, other than those within the scope of this agreement must be approved by the City Council.
  2. Mennonite Housing Rehabilitation Services, Inc. will ensure all costs are eligible according to the approved budget. The original documentation supporting any expenditure made under this agreement will be retained in the Developer's files for five (5) years after the final audit of expenditures made under this contract and throughout the applicable period of affordability.
  3. Construction costs to be reimbursed based on direct costs and percentage completion, as determined by the City, of each project. Fully documented draw requests will be processed on Friday of the week submitted. Payment

will be available for receipt by the Developer within three weeks of the Friday on which the draw request was received.

#### IV. Conversion of Homeownership Activities (Sites) to Rental Projects

In the event that a single-family home and real estate developed under this agreement has not been sold to an eligible homebuyer, as evidenced by a ratified sales contract, within nine (9) months of completion, the unit must be converted to a HOME rental unit that complies with all HOME requirements for the period of affordability applicable to such unit (20 years), as described in this Section IV. For purposes of this Section IV, the “Developer” shall become the “Owner”, and the following additional requirements of this Section IV shall apply:

##### A. Project Requirements

1. Project must conform to regulations under 24 CFR Part 92, commonly known as the HOME Regulations.
2. 24 CFR Part 92, Subpart F specifically describes maximum HOME contribution per unit, Property Standards, Tenant and participation rents and protections, and period of affordability based on the level of HOME fund contributions.

Specific references to HOME Project Requirements can be found as follows:

**24 CFR 92.252**, Qualification as affordable housing: Rental Housing. The HOME-assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the requirements of this part, in order to qualify as affordable housing.

**24 CFR 92.253**, Tenant and participant protections apply, and are related to lease terms, termination of tenancy, and tenant selection.

**24 CFR 92.504**, Required Annual On-Site Inspections of HOME-assisted Rental Housing.

##### B. Initial rents for HOME-assisted units are as follows, per 2014 HUD guidelines:

**2 Bedroom: \$740 - \$198 (Utility Allowance) = \$542.00**

**3 Bedroom: \$856 - \$234 (Utility Allowance) = \$622.00**

**4 Bedroom: \$956 - \$275 (Utility Allowance) = \$681.00**

These rents assume that homes constructed under this program will feature gas heat and gas water heating, an electric range, electric air conditioning, with other

electric appliances and electric lighting. Electric ranges are to be provided. The tenant will pay for all utilities, including water service, sewer service, and trash service. If utilities are to be provided in an alternative manner, the Owner will notify the City so that HOME rents can be re-calculated. HOME rents are subject to revision by HUD on an annual basis. HOME assisted units will be subject to rent limitations and other requirements specified in Section 92.252, during the period of affordability.

Should any of the units developed under this agreement be converted to rental housing, the Rent and Utility Allowance schedule shall approved and issued for use by the Developer, by the City of Wichita's Housing and Community Services Staff, at the time of conversion.

The Owner is also required to lease the HOME-assisted unit to households earning 60% or less of median annual income for the area, as determined by HUD. This requirement, in addition to the other requirements in Section 92.252, will be in effect during the period of affordability.

Units with four bedrooms may be allowed on a case-by-case basis, subject to City approval. The City will provide HOME rent amounts and utility allowances as required.

- C. Procedures for Rent Increases: The Owner will submit requests for rental increases 60 days prior to the effective date of the proposed rent increase for approval by the City of Wichita's Housing and Community Services Department staff.
- D. Leases, Tenant Selection Policies, and standards for its waiting lists will comply with 24 CFR Part 92.253, and the Owner will submit these documents to City staff for review and approval, prior to lease-up.
- E. The Owner shall maintain project/tenant records for a period of no less than five years.
- F. Owner agrees to inspection of all HOME-assisted units following completion to ensure compliance with the requirements of 24 CFR Part 92.251 (a) (1) and (3). The Owner must maintain the housing in compliance with 24 CFR Part 92.251 for the duration of the affordability period, and agrees to inspection of the HOME-assisted units on an annual basis, in order to verify continued compliance with 24 CFR Part 92.251 and 24 CFR Part 92.252.
- G. Owner agrees to execute a document placing deed restrictions and covenants against the property in order to comply with 24 CFR Part 92.252. Said restrictions and covenants will be in force for the period of affordability, which is 20 years,

beginning the date of project completion. Definition of project completion is specified in 24 CFR, Part 92.2. Said document will be filed of record by the City.

- H. Owner agrees to comply with the Fair Housing and Equal Opportunity Act. (92.202 and 92.250), Title VI of Civil Rights Act of 1964, (42 USC 2000d et.seq.), Fair Housing Act (42 USC3601-3620) Executive Order 11063 (amended by Executive order 12259), Age Discrimination Act of 1975, as amended (42 USC 6101), 24 CFR 5.105 (a).

Owner must comply with federal requirements set forth in 24 CFR part 5, subpart A. The requirements of this subpart include: nondiscrimination and equal opportunity; disclosure requirements; debarred, suspended or ineligible contractors; and drug-free workplace. Nondiscrimination requirements at section 282 of the Act are applicable.

- J. Owner must comply with the affordability requirements in 24 CFR Part 92.252 as applicable. If Owner fails to comply with the affordability requirements in 24 CFR Part 92.252 repayment of HOME funds is required.

- K. The Owner/Project Management must verify the income of tenants of HOME-assisted units prior to occupancy, per the requirements of 24 CFR Part 92.203 (a) (1) (I). Copies of source documentation are required to be maintained in tenant files. Project Management must re-examine the income of tenants of HOME-assisted units on an annual basis. Project Management will utilize the definition of annual income described in 24 CFR Part 92.203 (b) (1), also known as the Section 8 Method.

- L. The Owner/Project Management agree to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for the project. The Affirmative Marketing Plan must be available for public inspection in the leasing office. The plan must contain specific steps and actions that the developer will take to provide information and otherwise attract eligible persons of all racial, ethnic, and gender groups in the housing market area of the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
2. Display the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period
3. Send notices of housing availability (using form approved by the City) to

agencies from a list provided by the City.

4. Provide copies of all materials sent to community contacts announcing the housing availability to the City of Wichita Housing Services Department.
5. No later than 90 days prior to engaging in marketing activities, the Agency should notify the City of Wichita Housing Services Department, either in writing or by telephone of the earlier of the dates on which: (1) the Agency plans to begin initial marketing activities; (2) accepts leasing applications; and (3) begins leasing units.
6. The Owner must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
7. The Owner will retain copies of all documentation related to marketing efforts, and make available for City inspection.
8. The Owner will provide, for the year ending June 30 of each year, beginning June 30, 2015, an annual report, in a format to be provided by the City. Said report shall be due to the City of Wichita July 10 of each applicable year.

V. Records and Reports

- A. Records shall be maintained documenting performance to be indicated in an annual report. Records are subject to review by the City.
- B. **The Developer will provide, for the year ending June 30 of each year, beginning June 30, 2015, an annual report of the HOME funded portion of the program.** It shall indicate yearly expenditures, cumulative expenditures since program inception and balance remaining. Yearly expenditures will be identified by category of expenditure (acquisition, rehabilitation, developer's fee, accounting & legal, architects). The report shall also indicate, by race and sex, the number of households/persons served during the year with HOME funds. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. The City reserves the right to change the due dates and contents of reports to be submitted under this clause.

The financial reports will be provided until such time as there are no expenditures. The owner shall continue to provide a report that indicates, by race and sex, the number of households/persons served during the year with HOME funds, when applicable. The report shall also provide the total number of contracts awarded and the number of contracts awarded to minority- and women-owned businesses. Said report shall be due to the City of Wichita **July 10** of each applicable year.

- C. Additionally, a narrative or other description of progress may be provided.
- D. Records shall be maintained valuing in-kind services, and donated goods and services, to be reported in the same manner as other annual reports.

## VI. Conditions Precedent to Construction

The following items (matters) must be provided (completed) prior to beginning construction on the project and related improvements:

- A. The Developer agrees to execute a document placing deed restrictions and covenants against properties on which projects are constructed, in order to comply with 24 CFR 92.254. Said restrictions and covenants will be in force until such time as a property/home is re-sold, as specified in this agreement.
- B. Provide a detailed overall project/unit budget, including but not limited to a Sources and Uses of Funds Statement.
- C. Provide Certificates regarding Debarment and Suspension, and/or lists of contractors/subcontractors to be utilized and other file documentation as requested by the City in order to comply with HOME regulations.
- D. Submit final construction plans, specifications and a budget for each home to be constructed for approval by the Housing and Community Services Department, City of Wichita. (Not in connection with plan review or obtaining applicable permits.) Individual home construction may not begin until a Notice to Proceed has been issued by the Housing and Community Services Department.
- E. Provide evidence that ownership interest in the property vests in Mennonite Housing Rehabilitation Services, Inc. (Copy of Deed, and/or Title Insurance Binder/Policy)
- F. The Developer will obtain any and all permits required by the City prior to undertaking construction.
- G. The Developer will obtain construction loans from private sector financial institutions, in an amount equivalent to a minimum of 70% of the appraised value of the home to be developed/constructed on each project site. Developer to provide a construction loan appraisal for each individual home to be constructed under this agreement, which is to be reviewed and approved by the City, prior to construction.

- H. The Developer will obtain the approval of the City of Wichita Housing and Community Services Department for any changes to the previously submitted project plan. This includes changes in costs, as well as changes in the project scope or plans.
- I. The Developer shall obtain Builder's Risk Insurance for the home to be constructed, in an amount sufficient to repay the amount of the face amount of the first mortgage construction loan, plus anticipated interest expense, and the total anticipated HOME funds investment in the project. The Developer is also responsible for workers compensation insurance and general liability insurance.
- J. The Developer shall not undertake construction, reconstruction or rehabilitation on a site contaminated by hazardous materials without undertaking a Phase I environmental assessment of the site in a form, scope and substance satisfactory to the City. The Developer shall consult with Wichita/Sedgwick County Department of Environmental Health regarding the necessity and scope of the environmental assessment. The Developer shall remediate or cause to be remediated all contaminants and hazardous materials as required or recommended by the Wichita/Sedgwick County Department of Environmental Health. Such remediation shall be accomplished in accordance with the requirements of applicable environmental laws of the Kansas Department of Health and Environment, the federal Environmental Protection Agency and the U.S. Department of Housing and Urban Development. During the process of redevelopment and/or construction, should the Developer discover any soil staining or odors emanating from soil at the project site, the Developer must cease work immediately, and notify the City.
- K. The Developer shall submit any subdivision plats, street designs, variance requests, lot split requests, or any other documentation regarding zoning adjustments required to carry out construction of a home or a group of homes to the Housing and Community Services department for review and approval, prior to submission to the Wichita/Sedgwick County Metropolitan Area Planning Department, or the Wichita/Sedgwick County Metropolitan Area Planning Commission.
- L. In addition to the above, the Developer agrees to provide any additional documentation deemed necessary by the City to comply with program regulations, including, but not limited to, real estate contracts and mortgage loan commitment documentation.

VII. Other Program Requirements

- A. The Developer agrees to adopt affirmative marketing procedures and requirements and prepare a written Affirmative Marketing Plan for this project. The

Affirmative Marketing Plan must be available for public inspection in the Developer's office. The plan must contain specific steps and actions that the Developer will take to provide information and otherwise attract eligible persons for all racial, ethnic, and gender groups in the housing market area to the available housing. Specific activities that must be included in the Developer's Affirmative Marketing Plan include:

1. Display of the Equal Housing Opportunity logo, slogan or statement in all advertising material related to this project.
  2. Display of the HUD Equal Housing Opportunity logo, slogan or statement at the construction site, from the start of construction, and properly maintained throughout the construction and rental period.
  3. No later than 90 days prior to engaging in marketing activities, the Developer should notify the City of Wichita Housing and Community Services Department, either in writing or by telephone of the dates on which the Developer plans to: (1) begin initial marketing activities; (2) accept purchase contracts; and (3) start initial sales.
  4. The Developer must begin marketing activities 90 days prior to the anticipated date of availability for occupancy of the first unit of the project.
  5. The Developer must market/advertise the housing opportunity utilizing publications, such as community newspapers, in an effort to attract income-qualified homebuyers.
- B. The City and agents designated by the City shall, at all reasonable times during the development of the project and construction or rehabilitation, have the right of entry and free access to the project and all parts thereof, and the right to inspect all work done, labor performed and materials furnished in or about the project and all records relative to all payments made in connection with the project.

The Developer shall have the responsibility of maintaining the property until such time as the development project is complete and the newly constructed home has been sold to a HOME-eligible buyer.

- C. Site Improvements: The City may require a Developer to undertake site improvements upon completion of construction. Site improvements include, but are not limited to, seeding or sodding of front yards, and 4' chain-link fencing. Said site improvements must be undertaken when seasonally appropriate. The City reserves the right to make an exception on a case-by-case basis.

- D. Warranty: The Developer must provide a one-year construction warranty for all homes constructed or rehabilitated under this contract.
- E. Developer is required to obtain insurance coverage for all perils, including vandalism, in an amount equivalent to the amount of the first mortgage construction loan balance plus interest, and the total HOME funds investment, in the event that a home constructed under this agreement has not sold, as of the day of completion, and the Builder's Risk Insurance Policy will no longer provide adequate coverage.
- F. Developer is responsible for retaining all records in connection with projects undertaken with HOME funding provided under this contract, including but not limited to, real estate purchase contracts, invoices, property development documentation, infrastructure development, and other records as further specified in this agreement.
- G. Developer shall apply for City incentives for projects undertaken with funding provided under this agreement, including property tax rebates and permit fee waivers.

#### VIII. Program Evaluation

The City shall evaluate this project based on the objectives stated in this Exhibit. Failure by the Developer to provide the level of service stated herein may result in a determination by the City to modify the level of payment to the Developer on a pro rata basis with level of service. The Developer's records are subject to review by the City to ensure the accuracy and validity of information reported in progress reports.

#### IX. Project Close-Out

The Developer shall provide all records and reports as deemed necessary by the City, in order to satisfy federal requirements related to final reporting and project close-out, in accordance with established HUD procedures.

**BUDGET**

Contractual Expenses: (Acquisition, Demolition, Rehabilitation or Construction Expenses, Eligible Project Soft Costs deemed necessary and as approved by the Department of Housing and Community Services, Site Improvements, 10% Developer Fee, Construction Loan Refinance/Principal Reduction, Operating Reserves.)

\$ 65,608.00

TOTAL

\$ 65,608.00

**DEVELOPMENT BUDGET**

**Per Unit Cost (Prepare for One Unit)**

(A) Site Acquisition Cost	7,000.00
(B) Plus: Construction (Hard) Costs Including Demolition	133,185.00
(C) Plus: Project Soft Costs (Loan Fees, Interest, Appraisals, Property Taxes, Surveys, Utilities, Advertising/Affirmative Marketing Expense, etc.)	1,050.00
(D) Plus: Estimated Permit Fees (Include Water/Sewer Tap Fees if Applicable – Enter “0.00” if project is to be undertaken in the City NRA)	0.00
(E) Plus: Required Site Improvements (Fencing; Lawn Seeding)	2,500.00
(F) Subtotal (A+B+C+D+E); Preliminary Per-Unit Development Cost	143,735.00
(G) Plus: Developer Fee ( <u>  10  </u> % ) of (F)	14,373.00
(H) Total Per-Unit Cost (F + G)	158,108.00
(I) Less: Anticipated Net Sale Proceeds, after expenses and real estate commission	92,500.00
(J) Less: Cash Match Contributions (Other Sources Contributed to the Project, on a per-unit basis, such as AHP development subsidy.)	0.00
<b>(K) Project Subsidy (Gap Financing) Required, per unit (H – I – J)</b>	<b>65,608.00</b>

<u>Sources</u>	<u>Amount</u>	<u>Uses</u>	<u>Amount</u>
Construction Financing	71,662.00	Acquisition Costs	7,000.00
		Project “Soft” Costs	1,050.00
HOME (Gap) Financing	65,608.00	Construction Costs	133,185.00
Repayment of Subsidy Loans	20,838.00	Site Improvements	2,500.00
		Developer Fee	14,373.00
<b>TOTAL</b>	<b>158,108.00</b>	<b>TOTAL</b>	<b>158,108.00</b>

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** Funding for HOME Program Administration

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

**AGENDA:** Consent

---

**Recommendation:** Approve the transfer of \$15,606 from program income receipts, to support HOME program administration costs.

**Background:** On May 6, 2014, the City Council approved final allocations under the 2014-2015 first program year action plan funding process, which included a total of \$123,885 for HOME Investment Partnerships (HOME) Program administration costs. On August 12, 2014, the Council approved supplemental funding for HOME Program Administration from 2013-2014 funding made available from program income receipts, in the amount of \$23,475. On March 3, 2015, the Council approved final allocations under the 2015-2016 second year action plan funding process, which included a total of \$110,784 for HOME Program administration costs. HOME funds are provided by the U.S. Department of Housing and Urban Development (HUD).

**Analysis:** The HOME program is operated without financial assistance from the City's General Fund. Federal regulations allow a maximum of 10% of the annual allocation and 10% of program income, to be designated for program administration. Historically, the HOME program has had to access program administration funds from program income to cover all costs. Program income is received from loan repayments from homebuyers who utilize the HOME program for down payment and closing costs and repayments from Community Housing Development Organizations (CHDOs) that receive housing development subsidy loans.

**Financial Considerations:** Program administration includes staff salaries/benefits for 1.65 full time equivalent positions, the City's indirect administration charges, information technology, building rent and office supplies. Administrative costs incurred for the HOME Program during the 2013-2014 program year were \$131,112, and are estimated to be \$151,897 during the 2014-2015 program year. Funding in the amount of \$15,606 is available for HOME program administration from 2014-2015 program income receipts. In addition to this requested transfer, it is anticipated that \$166,302 in remaining HOME Program administration funding will be carried over at the end of the 2014-2015 program year, and will supplement the annual allocations in order to cover future HOME Program administration expenses. Unspent funding for HOME Program administration may be carried forward into future years in which the City's HOME Program grants could be reduced and/or program income receipts decline.

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

**Recommendations/Actions:** It is recommended that the City Council approve the transfer of \$15,606 from program income receipts, to support HOME program administration costs.

**Attachments:** None.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Summer Youth Employment Program Budget Adjustment  
**INITIATED BY:** Housing and Community Services Department  
**AGENDA:** Consent

---

**Recommendation:** Approve the budget adjustment.

**Background:** On June 18, 2013, the City Council approved the 2013-2014 Fifth Program Year Action Plan for Community Development Block Grant (CDBG) funds, which included an allocation of \$146,650 for The Way To Work summer youth employment activity. This activity provides training and summer employment for youth aged 14-15 whose families are participating in the Wichita Housing Authority Programs. The activity was implemented as planned, and program outcome measures were accomplished as anticipated. Funds in the amount of \$3,230 are remaining.

**Analysis:** A budget adjustment is necessary in order to utilize the full allocation of funds for the 2013 summer youth employment activity. The purpose of this action is to transfer \$3,230 remaining from the 2013-2014 allocation to be used for The Way to Work summer youth employment activity during the 2014-15 program year.

**Financial Considerations:** A budget adjustment of \$3,230 is recommended to transfer funds from 2013 to the 2014 program year to fully expend the 2013 funds. There is no impact to the general fund as a result of this action.

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

**Recommendations/Actions:** It is recommended that the City Council approve the budget adjustment.

**Attachments:** None.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Library Public Internet Service  
**INITIATED BY:** Wichita Public Library  
**AGENDA:** Consent



---

**Recommendation:** Approve the agreement.

**Background:** Since 1997, the Wichita Public Library has provided Internet access as part of its public computing services. Beginning in July 2010, Wi-Fi service was added to computing offerings, allowing customers to bring their own laptops, tablets and other mobile devices to Library buildings for access to the Internet and the Library's numerous online resources. In 2014, the Library delivered 165,020 customer sessions using Library-owned computers. An additional 45,426 customer sessions were provided through the Library Wi-Fi network.

In several Library locations, demands related to public computing now exceed available bandwidth capacity. For this reason, a request for proposal was issued for the provision of expanded public Internet service beginning July 1, 2015 for all locations in the Wichita Public Library system. The proposed new agreement would replace current contracts with two vendors which end June 30, 2015.

**Analysis:** A Staff Selection Committee (SSC) comprised of representatives from the Library, Information Technology, Finance, Purchasing and Law reviewed four proposals received by the City. Interviews were conducted with each of the firms.

Hubris Communications, Inc. is unanimously recommended by the SSC as the firm best positioned to provide public Internet service to the Library. The firm contracts with multiple upstream providers to ensure redundant connectivity to the "Internet-backbone." Networking staff are available 24 hours a day, seven days a week from an office located in Wichita. Hubris is registered as a City of Wichita Emerging Business Enterprise and as a Universal Service Administrative Company (USAC) e-rate provider.

**Financial Considerations:** The total annual cost of the agreement is \$84,000. No General Fund budget is required for this contract as the funding source is the Library's State Grants-in-Aid and South Central Kansas Library System grants. Internet contracts are also an eligible service under the federal E-Rate program. Upon approval of the agreement, an application for E-Rate subsidies will be submitted which could reduce the amounts charged to the grants by as much as 90%.

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

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

**Attachments:** Agreement.

<p><b>WICHITA PUBLIC LIBRARY</b></p> <p><b>ORDER FOR DEDICATED PUBLIC INTERNET SERVICE</b></p>
--

**RFP ACCEPTANCE DATE:** March 10, 2015

**CUSTOMER NAME:** City of Wichita/Wichita Public Library

**BILLING ADDRESS:** 223 N. Main, Wichita KS 67202

**BILLING CONTACT:** Tammy Penland, Support Services Mgr  
261-8545

**AUTHORIZED AGENT:** Melinda Walker  
(Name and title) Purchasing Manager, City of Wichita

**TECHNICAL CONTACT:** Randy Harrison, Library System Analyst  
261-8504

**# OF IP ADDRESSESS REQUIRED:** One per location

**SERVICE COMMENCEMENT DATE:** July 1, 2015

**DNS REQUIRED:** Yes  
(Choose one)

**LENGTH OF TERM:** 1 Year with 4 additional 1 Year Extension Options. If a Library branch needs to relocate every effort will be made to offer the same monthly pricing for that location.

**SERVICE REQUESTED :** Public Internet Service for Wichita Public Library Locations.

**RATES FOR SERVICE:**

LOCATION:	BANDWIDTH	MONTHLY COST
CENTRAL:	30 x 30Mbs	\$1,500
ALFORD:	10 x 10Mbs	\$750
ANGELOU:	10 x 10Mbs	\$750
COMOTARA:	5 x 5Mbs	\$500
EVERGREEN:	10 x 10Mbs	\$1,000
LINWOOD:	10 x 10Mbs	\$750
ROCKWELL:	10 x 10Mbs	\$750
WESTLINK:	10 x 10Mbs	\$1,000

Section 1.

**Definitions.** Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this contract, have the meanings herein specified.

“Company” shall mean Hubris Communications, Inc.

“Customer” shall refer to the customer described on the attachment entitled “Order for Dedicated Public Internet Service.” In addition, “Customer” shall include the Customer’s authorized users.

“Service” shall refer to connectivity to the Internet.

“Base Rate” shall refer to the monthly fee charged to the customer for the Service.

Section 2.

**Rates.** Rates for the Service shall be set forth on the attachment entitled, “Rates for Service”. Base Rate shall be valid for the length of the term of the agreement. A change in the Base Rate during the contact term may occur upon agreement of both parties.

Section 3.

**Term.** The initial term of this Agreement will be stated in the attachment entitled “Order for Dedicated Public Internet Service.” The term will commence on the date which Company establishes Internet connectivity to the Customer’s router or on a different date if agreed upon by both parties. Upon completion of the initial term, Customer shall provide written notice of their intent to either terminate the Service or contract for a new term. Failure to provide such notice will result in automatic renewal for successive 30-day terms at the current Base Rate.

Section 4.

**Termination.** To terminate the Service, Customer must provide Company with 30 day written notice. In the event of termination before the completion of the contracted term, Customer will pay a lump sum equal to 100% of the Base Rate for each remaining month of the term. Company may, at its sole discretion, waive all, or part of, any termination penalties. In the event that the Customer provides notice to terminate service due to the closing of a facility receiving service under this agreement or lack of available appropriations, all termination penalties shall be waived and pricing for service received at other facilities will not change.

Section 5.

**Payment.** Customer agrees to pay all charges incurred. Charges shall be invoiced monthly and payment in U.S. Dollars shall be due upon receipt.

Section 6.

**Rights and Obligations of Customer.** Customer must abide by the Company’s License and Use Restrictions which prohibit Customer from directly, indirectly, alone or with another party: a) copying, disassembling, reverse engineering or decompiling the Software; b) modifying, creating derivative works based upon, or translating the Software; or c) transferring or otherwise granting any rights in the Software in any form to any other party, nor shall Customer attempt to do any of the foregoing or cause or permit any third party to do or attempt to do any of the foregoing, except as expressly permitted hereunder.

Customer agrees that IP addresses obtained from Company are property of Company and must be surrendered to Company upon termination of the Service.

Any use of the Service to provide Internet connectivity to any entity or third party not directly affiliated with the Customer, regardless of whether or not revenue is generated by

ft  
o

**Terms of Agreement**

Section 7.

**Equipment or Software Not Provided by Company.** Company will provide library with use of routers, and/or similar necessary equipment required at each site to make use of connectivity provided by Company. Company shall not be responsible for the installation, operation or maintenance of equipment or software not provided by Company; nor shall Company be responsible for the transmission or reception of information by equipment or software not provided by Company.

Section 8.

**Rights and Obligations of Company.** Company shall operate and maintain the Service. Customer shall be responsible for maintaining its own network and equipment that interfaces with the Service. Company shall not be responsible for cabling that connects equipment not provided by Company to Company equipment or the Service.

The Service is provided on as “as is” and “as available” basis without warranties of any kind, either express or implied, including but not limited to warranties of Title, non-infringement or implied warranties of Merchantability or fitness for a particular purpose. No advice or information given by Company shall create a warranty. Company does not warrant that the Service will be uninterrupted or error free or that information software or other material accessible on the Service is free of viruses, worms, Trojan horses, or other harmful components.

Customer agrees that Company has the right to monitor the Service electronically from time-to-time and to disclose any information as necessary to satisfy any law, regulation, or other governmental request, to operate the Service properly, or to protect itself or its subscribers. Company will not intentionally monitor or disclose any private electronic mail messages unless required by law.

Section 9.

**Service Availability Guarantee and Remedy:** Company will make every effort to provide maximum availability of the Service to Customer, including access to 24 hour/7 day support. Customer acknowledges the right of Company to establish normal maintenance periods to maintain the integrity of the network. Company will make reasonable efforts to inform Customer of maintenance periods, which may affect Customer's Service. Company agrees to employ the same or more effective methodologies and procedures to maintain Service as it has under the previous agreement with Customer.

In the event of Service unavailability, which is not caused by (a) Customer (or Customer's equipment or applications), (b) Scheduled maintenance, or (c) Reasons of Force Majeure Customer may be eligible for Service credit on their next invoice for the amount of time that the Service was unavailable rounded up to a full hour. Customer must provide notice to Company in writing or via E-mail regarding service unavailability within 30 days of incident including time, date and duration of service unavailability.

Section 10.

**Failure to Comply with Agreement.** If Customer engages in any conduct or activities that Company, in its reasonable discretion, believes violates any of the terms and conditions in this Agreement Company may deny Customer access to all or part of the Service. Once Customer remedies the violation to the satisfaction of Company the Service shall be restored as quickly as possible. Failure to remedy the violation to the satisfaction of Company may result in termination of the Service permanently and consider the Customer in default of this agreement. The Customer will still be responsible for all termination penalties outlined in Section 4 above.

any and all liabilities, costs and expenses, including reasonable attorneys' fees, related to or arising from:

- Any violation of this Agreement
- Claims for infringement of patents or copyrights.
- Claims for liable, slander, invasion of privacy, and invasion and/or alteration of private records or data arising from any information, data or message transmitted over the network.

Section 12.

**Miscellaneous.** In the event that any portion of this Agreement is held to be unenforceable, the unenforceable portion shall be construed in accordance with applicable law as nearly as possible to reflect the original intention of the parties and the remainder of the provision shall remain in full force and effect.

Company's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right.

Company will remain an eligible vendor in the Universal Service (E-rate) program for the full term of this agreement. Failure to do so shall allow, but not require, Customer to terminate the Service Agreement immediately. Termination for this reason shall be without termination penalty of any kind.

This Agreement shall be governed by the laws of the State of Kansas.

This Agreement constitutes the entire Agreement between Customer and Company with respect to the Service.

Hubris Communications, Inc.



Chris Owen, President

The City of Wichita, KS

Melinda Walker, Purchasing Manager

APPROVED AS TO FORM:

ATTEST:

Sharon Dickgrafe, Interim City Attorney

Karen Sublett, City Clerk

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Purchase of Buses (All Districts)  
**INITIATED BY:** Wichita Transit  
**AGENDA:** Consent

---

**Recommendation:** Approve the purchase of nine 35-foot, diesel engine, low-floor buses from an existing contract with Gillig LLC, and approve the bonding resolutions authorizing the issuance of general obligation bonds.

**Background:** Wichita Transit operates a fleet of 56 buses and trolleys. In 2014, twenty-five 35-foot buses became eligible for replacement. These vehicles have been included in Wichita Transit’s fleet replacement schedule and the City’s adopted capital improvement program.

**Analysis:** The useful life expectancy for 35-foot vehicles has been established by the Federal Transit Administration (FTA) as 12 years. Replacement of buses that are beyond their useful life will result in better control over maintenance costs and improvements in service dependability.

Wichita Transit has an approved bus procurement contract with Gillig LLC to purchase up to 50 buses over a five-year period. There are still 40 buses available to purchase from this contract. The current delivery time for this bus order is 18 months. Wichita Transit would not receive delivery of these new buses until October or November of 2016.

**Financial Consideration:** The cost per vehicle for this procurement is \$433,669 for a 35-foot bus. The total cost to acquire nine buses with the necessary enhancements is \$3,903,021. The funding breakdown for this procurement is \$3,253,233 Federal portion and \$649,788 local match. The local match will be funded with general obligation bonds. This acquisition is included in the City’s 2011-2020 Adopted Capital Improvement Program. Wichita Transit will use three different grants to purchase the nine buses. Grant KS-95-X013 has a bonding resolution for \$1,108,699 in place that was approved on May 6, 2014. Bonding resolutions are needed to provide for the local match for two additional grants awarded for bus purchase.

**Legal Consideration:** The City’s Law Department has reviewed and approved the bonding resolutions and the procurement as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the purchase of nine buses, authorize the Purchasing Manager to execute a purchase order, and approve the bonding resolutions authorizing the issuance of general obligation bonds.

**Attachments:** Bonding Resolution KS-90-X137-01 and Bonding Resolution KS-90-X153-01.

**RESOLUTION NO. 15-080**

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

---

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

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

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

Wichita Transit Bus Purchase: KS-90-X137-01, 716004

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$369,980 in accordance with plans and specifications therefor prepared under the direction of the Transit Director and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Transit offices.

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

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on March 24, 2015.

(SEAL)

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Dickgrafe, Interim Director of Law

**RESOLUTION NO. 15-081**

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

---

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

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

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

Wichita Transit Bus Purchase: KS-90-X153-01, 716022

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$2,449,343 in accordance with plans and specifications therefor prepared under the direction of the Transit Director and approved by the Governing Body; said plans and specifications to be placed on file in the office of the Transit offices.

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

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on March 24, 2015.

(SEAL)

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Dickgrafe, Interim Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing  
Tenant Funded Improvements  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

---

**Recommendation:** Adopt the Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of General Obligation bonds for long term financing.

**Analysis:** On March 17, 2015, the City Council, sitting as the Wichita Airport Authority (WAA), approved a capital budget for the tenant funded improvements to Eisenhower National Airport. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

**Financial Considerations:** The project budget approved is between \$1,000,000 and \$1,250,000 (exclusive of interest on financing and administrative and financing costs) of which \$1,000,000 may be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

**Attachments:** Resolution.

**RESOLUTION NO. 15-082**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.**

---

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

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

**WHEREAS**, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

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

Tenant Funded Improvements

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

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

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

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

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

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Dickgrafe, Acting Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** Notice of Intent to Use Debt Financing Amendment  
South Maintenance Yard Improvements  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Consent

---

**Recommendation:** Adopt the Amending Resolution.

**Background:** The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of General Obligation bonds for long term financing.

Resolution 14-069 was adopted on February 25, 2014, authorized the issuance of general obligation bonds for the improvement identified as South Maintenance Yard Improvements at an estimated cost of \$3,035,000.

**Analysis:** In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority (WAA), took action on a request to increase a capital budget for facility improvements to the South Maintenance Yard which includes the Airfield Snow Equipment Storage Facility design-build contract. To correspond with that action, this Amending Resolution reflects the revised estimated project cost to be financed through the issuance of general obligation debt.

**Financial Considerations:** The project budget approved is \$3,725,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

**Recommendation/Action:** It is recommended that the City Council adopt the Amending Resolution and authorize the necessary signatures.

**Attachments:** Amending Resolution.

**RESOLUTION NO. 15-083**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-069 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF IMPROVEMENTS TO CITY AIRPORT FACILITIES.**

---

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

**WHEREAS**, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

**WHEREAS**, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

**WHEREAS**, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

**WHEREAS**, the Governing Body has heretofore by Resolution No. 14-069 of the City (the “Prior Resolution), authorized the following described public improvements:

South Maintenance Yard Improvements

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

**Section 1. Amendment.**

(a) Section 1 of the Prior Resolution is hereby amended to read as follows:

**Section 1. Project Authorization.** It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$3,725,000 in accordance with specifications prepared or approved by the Authority.

(b) Section 2 of the Prior Resolution is hereby amended to read as follows:

**Section 2. Project Financing.** All or a portion of the costs of the Project, interest on financing and administrative and financing costs shall be payable by the Authority and financed with the proceeds of general obligation bonds of the City (the

“Bonds”). The Bonds may be issued to reimburse expenditures authorized by Resolution No. 14-069 in the amount of \$3,035,000 made on or after the date which was 60 days before February 25, 2014 (the date of adoption of Resolution No. 14-069) and to reimburse additional expenditures in the amount of \$690,000 authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Sections 1 and 2* of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on March 24, 2015.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Sharon Dickgrafe, Acting Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Payment for Settlement of Claim  
**INITIATED BY:** Law Department  
**AGENDA:** Consent

---

**Recommendation:** Authorize payment of \$30,000 as a full settlement of the subject claim, and approve the bonding resolution.

**Background:** This claim arises from a trip and fall accident at a City housing property at 1213 E. Selma, on October 10, 2012, involving loose bricks at the border of a brick porch.

**Analysis:** The claimant has offered to accept a lump sum payment of \$30,000 as full settlement of all her claims against the City of Wichita. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City; rather, it is merely a settlement to resolve a disputed claim.

**Financial Considerations:** Funding for this settlement payment is available from the City's Self Insurance Fund. Finance is directed to make any budget adjustments required and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

**Legal Considerations:** The Law Department recommends settlement of this claim for the amount of \$30,000. The bonding resolution has been prepared and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council authorize payment of \$30,000 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the bonding resolution.

**Attachments:** Bonding resolution.

**RESOLUTION NO. 15-084**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO FUND A CIVIL LITIGATION SETTLEMENT.**

**WHEREAS**, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

**WHEREAS**, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

**WHEREAS**, the governing body of the City has heretofore approved a certain Settlement Agreement relating to an incident occurring on October 10, 2012, involving a City of Wichita bus, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq.* to pay a settlement in the amount of \$30,000 and related expenses (the "Settlement"); and

**WHEREAS**, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

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

**SECTION 1. Financing.** The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

**SECTION 2. Effective Date.** This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

**ADOPTED** by the City Council of the City of Wichita, Kansas, on March 24th 2015.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Sharon L. Dickgrafe,  
Interim Director of Law

**Second Reading Ordinances for March 24, 2015 (first read on March 17, 2015)**

**A. Public Hearing, Adoption of Union Station Project Area 1 Plan and Approval of Development Agreement. (District 1)**

ORDINANCE NO. 49-951

AN ORDINANCE ADOPTING A REDEVELOPMENT PROJECT PLAN FOR PROJECT AREA 1 WITHIN THE BOUNDARIES OF THE UNION STATION REDEVELOPMENT DISTRICT AND AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT RELATING THERETO.

**B. Public Hearing and Tax Exemption Request, Kolbeck Properties. ( District VI)**

ORDINANCE NO. 49-952

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF KOLBECK PROPERTIES, LLC SO EXEMPTED.

**C. City of Wichita Ordinance, Create an Animal Control Advisory Board.**

ORDINANCE NO. 49-954

AN ORDINANCE CREATING SECTIONS 6.02.010 THROUGH 6.02.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CREATION OF THE ANIMAL CONTROL ADVISORY BOARD.

**D. Ordinance Amendments to Title 4 of the Code of the City of Wichita Pertaining to Regulation and Licensing of Alcoholic Liquor and Cereal Malt Beverages, and Repeal; of Charter Ordinance No. 105 Regarding Fees for such Licenses.**

ORDINANCE NO. 49-954

AN ORDINANCE CREATING SECTIONS 6.02.010 THROUGH 6.02.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CREATION OF THE ANIMAL CONTROL ADVISORY BOARD.

ORDINANCE NO. 49-955

AN ORDINANCE AMENDING SECTIONS 4.04.010, 4.04.017, 4.04.025, 4.04.040, AND 4.04.070; CREATING SECTION 4.04.065 AND REPEALING SECTIONS 4.04.020 AND 4.04.035 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GENERAL PROVISIONS AND PROHIBITED ACTS INVOLVING INTOXICATING LIQUOR AND CEREAL MALT BEVERAGES.

ORDINANCE NO. 49-956

AN ORDINANCE CREATING CHAPTER 4.05 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO RETAIL LIQUOR SALES, LICENSING AND PROHIBITED ACTS.

ORDINANCE NO. 49-957

AN ORDINANCE AMENDING SECTIONS 4.12.050, 4.12.090, 4.12.110, 4.12.150, 4.12.190, AND 4.12.220; CREATING SECTION 4.12.045 AND REPEALING SECTIONS 4.12.040, 4.12.135, 4.12.145, 4.12.160, 4.12.170, 4.12.195 AND 4.12.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO LICENSING THE SALE OF CEREAL MALT BEVERAGES.

ORDINANCE NO. 49-958

AN ORDINANCE AMENDING SECTIONS 4.16.040, 4.16.080, 4.16.090, 4.16.095, 4.16.130, 4.16.150, 4.16.155, 4.16.180 AND 4.16.190; CREATING SECTIONS 4.16.050, 4.16.055, 4.16.060, 4.16.065, 4.16.074, 4.16.152, 4.16.153, 4.16.154, 4.16.160, AND 4.16.165, AND REPEALING SECTIONS 4.16.020 4.16.030, 4.16.075 AND 4.16.170 OF THE CODE OF THE CITY OF WICHITA, KANSAS, AND REPEALING RESOLUTION R-95-549 PERTAINING TO LICENSING THE SALE OF ALCOHOLIC LIQUOR BY THE DRINK, FEES AND OTHER REQUIREMENTS OF LICENSURE, AND PROHIBITED ACTS BY LICENSEES.

**E. Agreement with YMCA for Improvements at 3300 South Meridian. (District III)**

ORDINANCE NO. 49-959

AN ORDINANCE AMENDING SECTION 2 OF ORDINANCE NO. 49-672 OF THE CITY OF WICHITA, KANSAS, AND REPEALING THE PRIOR VERSION OF SUCH SECTION.

**F. ZON2014-00033 Request for TF-3 Two-Family Residential Zoning on SF-5 Single- Family Residential Zoned Property Generally Located South of Central Avenue, East of Ridge Road, on the West Side of Wayside Lan’s Intersection with Newell Street and Frazier Land, (District V)**

ORDINANCE NO. 49-960

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.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00001 – City Zone Change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on Property Generally Located on the Southwest Corner of Young Street and Newell Street (District VI)

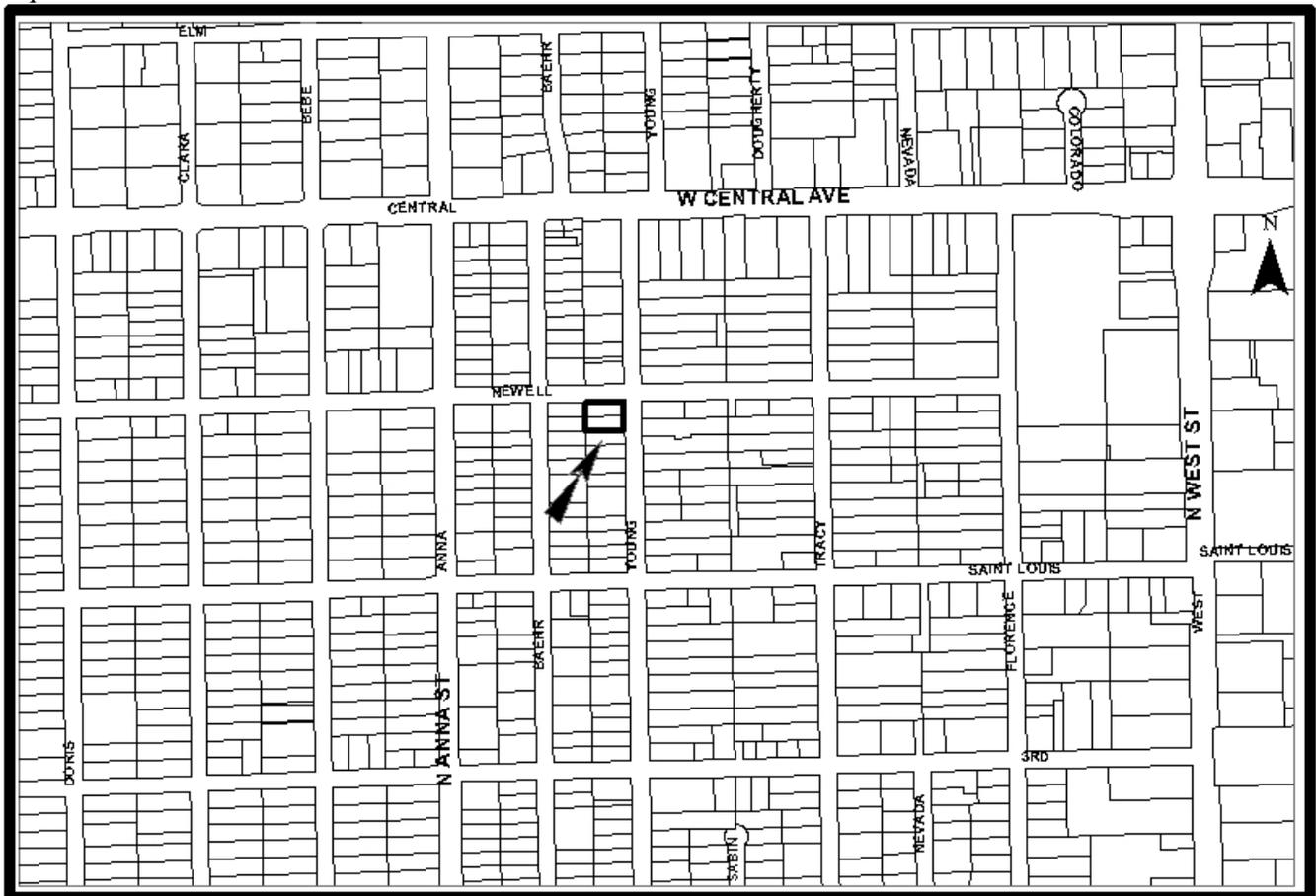
**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

**MAPC Recommendation:** The MAPC recommended approval of the request (12-0).

**DAB Recommendation:** District Advisory Board VI recommended approval of the request (5-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request.



**BACKGROUND:** The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted 0.30-acre SF-5 Single-Family Residential (SF-5) zoned site. The site consists of Lots 1 and 2, Block 4, Orchard Park Addition, located on the southeast corner of Young and Newell streets. Lot 1 is developed with a tri-plex (built 1950) and Lot 2 is vacant. The site is large enough for two duplexes. The applicant proposes build two duplexes on the property. The site is located in a predominately SF-5 zoned single-family residential neighborhood bordered by I-235 (western boundary) and West 2<sup>nd</sup> Street (southern boundary). Commercial development is located along West Central (northern boundary) and South West Street (eastern boundary). SF-5 zoned single-family residences (built 1920 and late 1940s – 1950s) surround the site. It is unknown how long the site has been used as a residential tri-plex. There is a non-conforming camper sales and salvage located east of site, south of Newell. The site has access to Newell Street and Young Street. Both Newell and Young have 30 feet of right-of-way at this location, Newell is unpaved. All utilities are available to the site.

The requested TF-3 zoning allows duplexes as well as single-family residences by right. The request would not introduce TF-3 zoning into the area, as there are other TF-3 sites located within two blocks of the site. Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches. The owner proposes to demolish the existing 1950 tri-plex structure and build two duplexes with on-site parking.

**Analysis:** On February 19, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (12-0).

On February 18, 2015, District Advisory Board (DAB) VI heard the case. One home owner wanted to know if the duplexes would be used for senior housing. No other comments were recorded.

No official protests were received. The MAPC recommendation may be approved by a simple majority vote.

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

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority vote).

**Attachments:** MAPC minutes, DAB memo and ordinance.

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. ZON2015-00001**

Zone change from SF-5 Single-family Residential (SF-5) to TF-3 Two-family Residential (TF-3) on approximately 0.30 acre described as:

Lots 1 and 2, Block 4, Orchard Park Addition to Wichita, Kansas; generally located at the southwest corner of Young and Newell Streets (547 N Young St.)

**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.

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE FEBRUARY 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00001** - Jacob Management Company (owner/agent) Craig Harms requests a City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential on property described as:

Lots 1 and 2, Block 4, Orchard Park, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting TF-3 Two-Family Residential (TF-3) zoning on the platted approximately 0.30-acre SF-5 Single-Family Residential (SF-5) zoned site. The site consists of Lots 1 and 2, Block 4, Orchard Park Addition, located on the southeast corner of Young and Newell streets. Lot 1 is developed with a tri-plex (built 1950) and Lot 2 is vacant. The site is large enough for two duplexes. The applicant proposes build two duplexes on the property.

The site is located in a predominately SF-5 zoned single-family residential neighborhood bordered by I-235 (western boundary) and West 2<sup>nd</sup> Street (southern boundary). Commercial development is located along West Central (northern boundary) and South West Street (eastern boundary). SF-5 zoned single-family residences (built 1920 and late 1940s – 1950s) surround the site. It is unknown how long the tri-plex has existed in that location.

**CASE HISTORY:** The site consists of Lots 1 and 2, Block 4, Orchard Park Addition, which was recorded with the Sedgwick County Register of Deeds May 9, 1929. Staff has received no calls expressing concerns about the proposed duplexes.

**ADJACENT ZONING AND LAND USE:**

NORTH: SF-5	Single-family residences
SOUTH: SF-5	Single-family residences
WEST: SF-5	Single-family residences
EAST: SF-5	Single-family residences

**PUBLIC SERVICES:** The site has access to Newell Street and Young Street. Both are paved two-lane local roads. Both Newell and Young have 30 feet of right-of-way at this location. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The TF-3 zoning district allows single-family residence, duplexes and some (but not limited to) institutional uses such as a parks, schools and churches by right. As such, the TF-3 zoning district conforms to the urban residential category.

**RECOMMENDATION:** This request provides a fairly small (less than an acre) infill duplex/residential development opportunity that is not uncommon for the older neighborhoods in Wichita. These requests for TF-3 zoning have been for either multiple (more than an acre) undeveloped lots of partially SF-5 zoned subdivisions located on the edges of the city or for smaller infill sites (such as this case) located in the older sections of the city. The infill lots have either been vacant, partially developed or developed with single-family residences that were proposed be remodeled as a duplex or torn down and replaced with a duplex or duplexes. Based upon information available prior to the public hearings, planning staff recommends that the request be **APPROVED.**

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The site is located in a predominately SF-5 zoned single-family residential neighborhood bordered by I-235 (western boundary) and West 2<sup>nd</sup> Street (southern boundary). Commercial development is located along West Central (northern boundary) and South West Street (eastern boundary). SF-5 zoned single-family residences (built 1920 and late 1940s – 1950s) surround the site
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The 0.30 acre SF-5 zoned site is developed with a tri-plex (built 1950) on Lot 1 and Lot 2 is vacant. The SF-5 zoning permits single-family residences, which, with a few exceptions, is the predominate zoning and development in the area.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested TF-3 zoning allows duplexes as well as single-family residences by right. The request would not introduce TF-3 zoning into the area, as there are other TF-3 sites located within two blocks of the site. Common concerns raised in the rezoning of land from SF-5 to TF-3, include a lack of maintenance on what will probably be rental properties and a perception of subsequent negative impact on neighboring property values. However, the ability and inclination of a property owner to maintain their property is not solely dependent on if the property in question is a rental property or property that the owner lives on.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development by right to single-family residential, duplex, and some (but not limited to) institutional uses such as a parks, schools and churches. The owner proposes to demolish the existing 1950 tri-plex structure and build two duplexes with on-site parking. This type of rezoning in the older portions of Wichita is not unusual in that it allows for infill residential redevelopment opportunities.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes,

townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The TF-3 zoning district allows single-family residence, duplexes and some (but not limited to) institutional uses such as a parks, schools and churches by right. As such, the TF-3 zoning district conforms to the urban residential category.

- (6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

**DALE MILLER**, Planning Staff presented the Staff Report.

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

**B. JOHNSON** moved, **FOSTER** seconded the motion, and it carried (12-0).



**INTEROFFICE  
MEMORANDUM**

---

**TO:** MAPC  
**FROM:** Martha Sanchez, Community Liaison, District VI  
**SUBJECT:** ZON2015-00001  
**DATE:** February 18, 2015

On Wednesday, February 18, 2015, the District VI Advisory Board considered a request from Jacob Management Company (owner / agent) Craig Harms for a zoning change to TF-3 Two Family Residential Zoning. Current zoning of proposed site is SF-5 Single –Family Residential and is located at 547 N Young.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

Member of the DAB and the public asked the following questions:

**DAB?** Are each lot 0.30-acres in size? **A:** The combination of both lots are a total of 0.30-acres

**DAB?** Will the new structure be addressed to Young or Newell? **A:** the shortest distance is considered the front yard, in this case the structure will be addressed to Young.

**DAB?** Will the new structure have any restrictions on what building material or if it may have to resemble the rest of the neighborhood? **A:** In this area there are no restrictions for the developer to adhere to for look or building material usage.

**DAB?** Can a covenant be in place for the new structure? **A:** No, covenants are typically used in new home developments and are enforced by the HOA not the City of Wichita.

**DAB?** Will parking be onsite or offsite? **A:** Parking will be onsite.

**The DAB members voted (5-0) to recommend approval for zoning change to TF-3 Two-Family Residential.**

Please review this information when **ZON2015-00001** is considered.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00002 – City Zone Change from SF-5 Single-Family Residential to MF-29 Multi-Family Residential on Property Generally Located West of All Hallows Street and South of West Maple Street (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

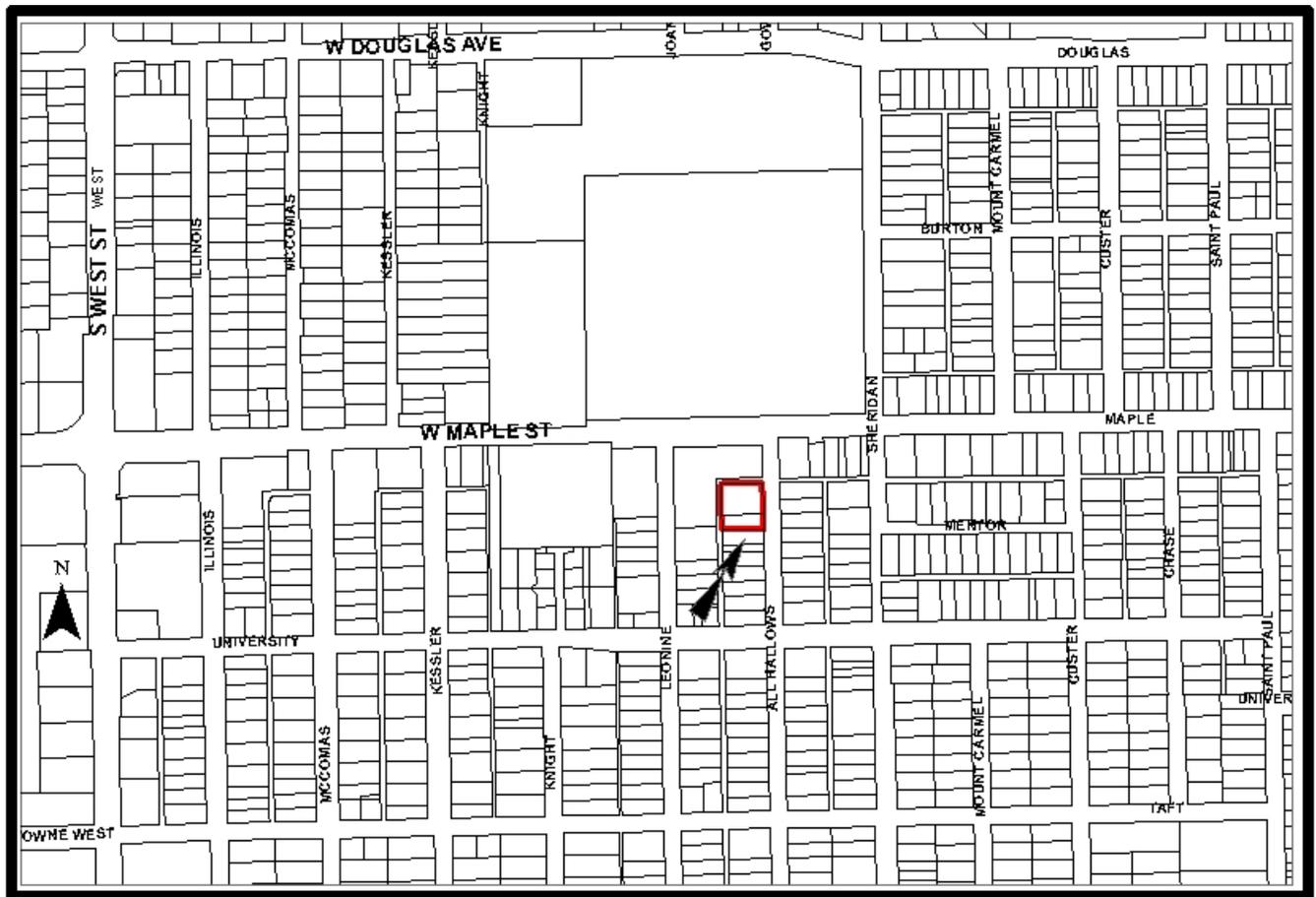
**AGENDA:** Planning (Consent)

---

**MAPC Recommendation:** The MAPC recommended approval of the request (12-0).

**DAB Recommendation:** District Advisory Board IV recommended approval of the request (10-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request.



**BACKGROUND:** The applicant is requesting MF-29 Multi-Family Residential (MF-29) zoning on vacant, platted lots that total approximately 0.50-acre. The site is currently zoned SF-5 Single-Family Residential (SF-5). The site consists of Lots 13, 15, 17, 19, 21 and 23; Block 3, College Green Addition, located south of West Maple on the west side of South All Hallows Avenue. The applicant proposes build multi-family residential. The purpose of the MF-29 Multi-Family Residential District is to accommodate high-density, Multi-Family residential development and complementary land uses. In MF-29 zoning, the Unified Zoning Code (UZC) requires a minimum lot size of 3,000 square feet per dwelling unit for duplex development; 1,500 square feet per dwelling unit for multi-family (maximum 29 dwelling units per acre) or 5,000 square feet for nonresidential uses. The compatibility standards of the UZC building height on this site to 45 feet and require a 25-foot compatibility setback from SF-5 zoned lots on the south property line. Multi-family development on the site would trigger screening from abutting single-family uses and landscape requirements. All parking would be provided on-site.

The site is located in a predominately SF-5 zoned single-family residential neighborhood on South All Hallows Avenue south of the site. Immediately north and west of the site is undeveloped GC General Commercial zoned land. The property located northeast of the site has a service garage/paint shop/detailing business. Directly east of the site are single-family residences. There are several TF-3 Two-Family Residential zoned properties in the residential neighborhood south of the site. Lawrence Elementary and Mayberry Middle School are located on the north side of Maple, as well as two multi-family developments that have 100 plus units with on-site parking.

**Analysis:** On February 19, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (12-0).

On March 2, 2015, District Advisory Board (DAB) IV heard the case and voted unanimously to support the application.

No official protests were received. The MAPC recommendation may be approved by a simple majority vote.

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

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority vote).

**Attachments:** MAPC minutes, DAB memo and ordinance.

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. ZON2015-00002**

Zone change from SF-5 Single-family Residential (SF-5) to MF-29 Multi-family Residential (MF-29) on approximately 0.30 acre described as:

Lots 13, 15, 17, 19, 21 and 23, Block 3, College Green Addition to Wichita, Kansas; generally located west of All Hallows Avenue and south of W. Maple Street.

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

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

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE FEBRUARY 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00002** - Ruggles and Bohm, P.A. – Will Clevenger (agent) requests a City zone change from SF-5 Single-family Residential to MF-29 Multi-family Residential on property described as:

Lots 13, 15, 17, 19, 21 and 23, Block 3, College Green Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting MF-29 Multi-Family Residential (MF-29) zoning on vacant, platted lots that total approximately 0.50-acre. The site is currently zoned SF-5 Single-Family Residential (SF-5). The site consists of Lots 13, 15, 17, 19, 21 and 23; Block 3, College Green Addition, located south of West Maple on the west side of South All Hallows Avenue. The applicant proposes build multi-family residential. The purpose of the MF-29 Multi-Family Residential District is to accommodate high-density, Multi-Family residential development and complementary land uses. In MF-29 zoning, the Unified Zoning Code (UZO) requires a minimum lot size of 3,000 square feet per dwelling unit for duplex development; 1,500 square feet per dwelling unit for multi-family (maximum 29 dwelling units per acre) or 5,000 square feet for nonresidential uses. The compatibility standards of the UZO building height on this site to 45 feet and require a 25-foot compatibility setback from SF-5 zoned lots on the south property line. Multi-family development on the site would trigger screening from abutting single-family uses and landscape requirements.

The site is located in a predominately SF-5 zoned single-family residential neighborhood on South All Hallows Avenue south of the site. Commercial development is located along West Maple

**CASE HISTORY:** The site consists of Lots 13, 15, 17, 19, 21, and 23; Block 3, College Green Addition, which was recorded with the Sedgwick County Register of Deeds March 7, 1887. Staff has received no calls expressing concerns about the proposed multi-family residential development.

**ADJACENT ZONING AND LAND USE:**

NORTH: GC	General Commercial
SOUTH: SF-5	Single-family residences
WEST: GC	General Commercial
EAST: SF-5	Single-family residences

**PUBLIC SERVICES:** The site has access to All Hallows Avenue, a paved two-lane local road 30 feet of right-of-way at this location. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for “urban residential” uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential

accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The MF-29 District is generally compatible with the "Urban Residential" uses.

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

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The site is bounded by GC zoned lots to the north and west sides of the property and SF-5 zoned lots to the east and south of the subject property. There are several TF-3 zoned sites to the south of the site. There are two multi-family developments on north of Maple that have 100 plus units with on-site parking.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The 0.50 acre SF-5 zoned site is undeveloped. The SF-5 zoning permits single-family residences, which, with a few exceptions, is the predominate zoning and development in the adjacent area to the south and east.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested MF-29 zoning allows duplexes as well as single-family residences by right. The request would not introduce multi-family zoning into the area, as there are a mix of TF-3 sites located within two blocks of the site. The maximum units allowed on this site per MF-29 development standards would be 14. That number would be reduced to provide parking and drive lanes required by the development standards of the zoning district.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development by right to single-family residential, duplex, multi-family and some (but not limited to) institutional uses such as a parks, schools and churches. This type of rezoning in the older portions of Wichita is not unusual in that it allows for infill residential redevelopment opportunities.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "urban residential" uses. The urban residential category encompasses areas that reflect the full diversity of residential development densities and types typically found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks, and special residential accommodations for the elderly. Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may also be found in this category. The MF-29 zoning district allows single-family residence, duplexes, multi-family and some (but not limited to) institutional uses such as a parks, schools and churches by right. As such, the MF-29 zoning district conforms to the urban residential category.

- (6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

DALE MILLER, Planning Staff presented the Staff Report.

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

**B. JOHNSON** moved, **FOSTER** seconded the motion, and it carried (12-0).

-----



**INTEROFFICE  
MEMORANDUM**

---

**TO:** MAPC  
**FROM:** Case Bell, Community Liaison  
**SUBJECT:** ZON2015-02  
**DATE:** March 2, 2015

**Bill Longnecker, Planning,** presented on a request for MF-29 Multi-Family Residential zoning for the site generally located on the west side of South All Hallows Avenue, south of West Maple. The applicant is requesting MF-29 Multi-Family Residential (MF-29) zoning on vacant, platted lots that total approximately 0.50-acre. The site is currently zoned SF-5 Single-Family Residential (SF-5). The site consists of Lots 13, 15, 17, 19, 21 and 23; Block 3, College Green Addition, located south of West Maple on the west side of South All Hallows Avenue. The applicant proposes build multi-family residential. The purpose of the MF-29 Multi-Family Residential District is to accommodate high-density, Multi-Family residential development and complementary land uses.

**DAB?** What is the proposed occupancy? **A:** 29 units per acre is allowed, but parking must also be supplied.

**The DAB IV members voted 10-0 to recommend approval of the request.**

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00003 – Zone Change from SF-5 Single-Family Residential to LC Limited Commercial Subject to Protective Overlay #295 on Property Located North of East 29<sup>th</sup> Street North, Approximately ½ Mile West of North Woodlawn Boulevard (District I)

**INITIATED BY:** Metropolitan Area Planning Department

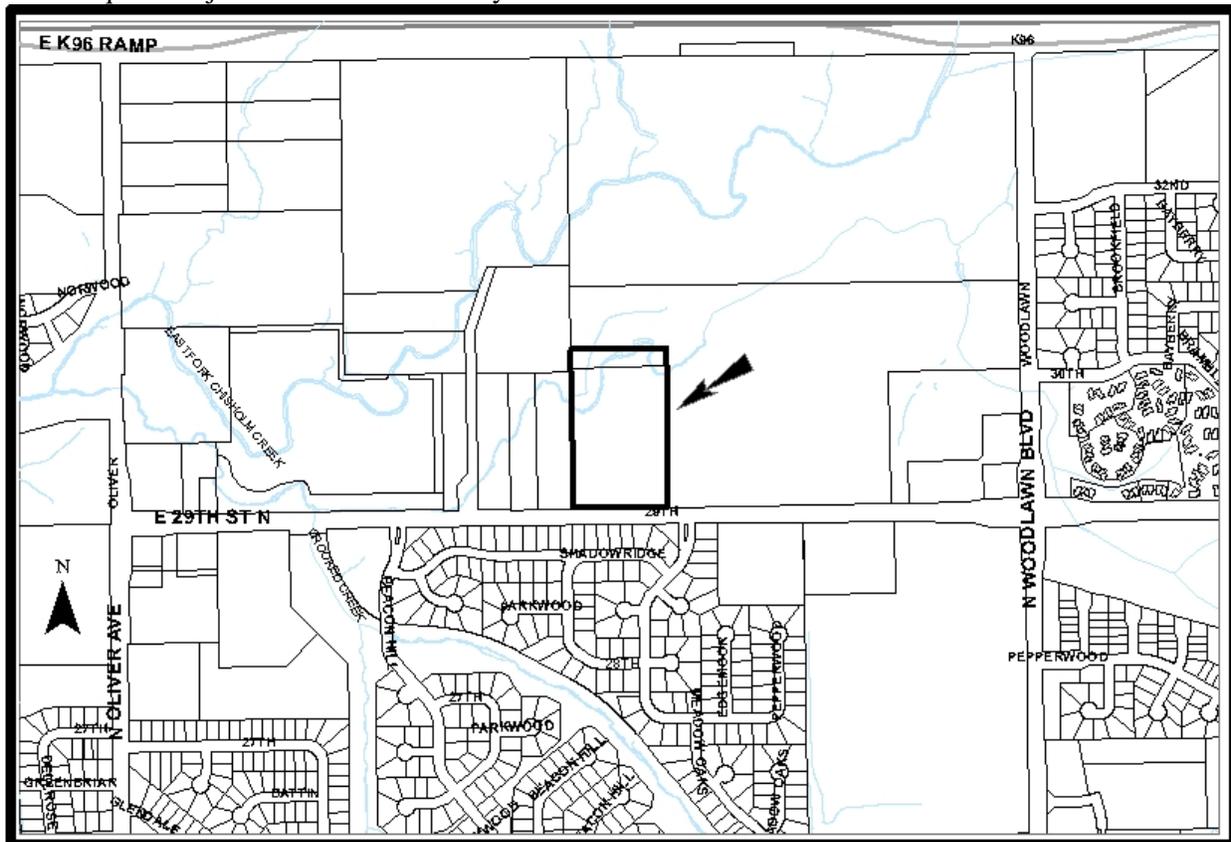
**AGENDA:** Planning (Consent)

---

**MAPC Recommendation:** The MAPC recommended approval of the request subject to Protective Overlay #295 (12-0).

**DAB Recommendation:** District Advisory Board I did not review the application.

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request subject to Protective Overlay #295.



**Background:** The application area is 11.67 platted acres zoned Single-Family Residential (SF-5) that are located approximately ½ mile west of North Woodlawn Boulevard, north of East 29<sup>th</sup> Street North. The site is currently developed with broadcast and recording studios and five guy-wires supported broadcast towers that are legal nonconforming uses. The site has approximately 550 feet of frontage along East 29<sup>th</sup> Street North. The SF-5 district does not permit broadcast and recording studios and broadcast towers by right. The applicant is seeking Limited Commercial (LC) zoning subject to Protective Overlay (PO) #295 limiting the site to the uses and development standards found in the Neighborhood Retail (NR) zoning district, which would make the existing broadcast studio facilities legally conforming and would permit a wider range of uses by right than the site's current SF-5 zoning. By code, the NR district cannot be applied to property that exceeds five acres in size. Also by code, LC zoning that is applied to land with six acres or more must be accompanied by a Community Unit Plan or Protective Overlay.

Neighborhood Retail zoning would also allow the full range of residential uses - single-family through multi-family - as well as public and civic uses - day care, limited and general, private recycling collection station - and a limited range of office and commercial uses - general office, bank, medical service, personal care service, personal improvement service, restaurant and general retail. In the NR district restaurants cannot exceed 2,000 square feet of gross floor area and cannot provide drive-thru or in-car services. Also in the NR district, individual general retail uses are restricted to 8,000 feet or less of gross floor area and outdoor storage is prohibited.

Land located to the north and east of the application area is part of Chisholm Creek Park. Property to the west and south, across East 29<sup>th</sup> Street North, is developed with single-family residences. All of the nearby land surrounding the site is zoned SF-5.

If the request is approved, the following selected development standards would automatically apply. 1) The installation of screening along the north, east and west sides of the site. Screening can be provided by a six to eight-foot tall fence, six-foot tall evergreen landscaping that provides solid year-round screening, a six-foot landscaped berm that provides solid year-round screening. 2) Compliance with the landscape ordinance that requires front yard landscaping, parking lot screening and side and rear yard landscaping (if not already present). 3) Parking lot lighting poles are limited to 15 feet in height when located within 200 feet of SF-5 or Two-Family Residential zoning (TF-3). 4) Compatibility building setbacks would be 25 feet along the north, east and west property lines. 5) Building height would be limited to 35 feet. 6) Dumpsters and refuse receptacles are required to be located at least 20 feet from SF-5 zoned property. 7) Dumpsters, outdoor work areas, heating and air conditioning units and similar uses or features are required to be screened when located within 150 feet of 29<sup>th</sup> Street.

The presence of the five guy-wire supported radio towers limit development on the site. The towers are approximately 160 feet in height and are spaced diagonally southwest to northeast in the center of the site approximately 160 feet apart. The southernmost tower, located closest to East 29<sup>th</sup> Street North and closest to the western property line, is located approximately 123 feet from the site's front property line, and 245 feet from the site's western property line. The tower located closest to the site's eastern property line is approximately 165 feet west of the east property line. The tower located closest to the northern property line is approximately 125 feet south of the north property line. The guy wires will also limit the placement of new uses on the site.

**Analysis:** On February 19, 2015, the Metropolitan Area Planning Commission (MAPC) approved (12-0) the application subject to the following development standards contained in Protective Overlay #295:

1. Although the site is zoned LC Limited Commercial, the site is restricted to only the uses and the development standards found in the NR Neighborhood Retail zoning district plus other applicable local, state and federal regulations or codes, including but not limited to zoning, fire, building, traffic, stormwater and environmental.
2. At the time building permits are requested, the applicant shall comply with current access management requirements and shall guarantee or provide road improvements (left turn lanes, ace/decal-lanes, etc.) needed to accommodate further development of the site. If required by the stormwater engineer, a drainage plan shall be submitted for review and approval as part of the

application for a building permit.

District Advisory Board (DAB) I did not reviewed the application.

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

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

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change and place the ordinance on first reading (simple majority vote).

**Attachments:** MAPC minutes and ordinance.

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. ZON2015-00003 and Protective Overlay #295

Zone change request from SF-5 Single-Family Residential (SF-5) to LC Limited Commercial (LC) on property located north of East 29<sup>th</sup> Street North, approximately ½ mile west of North Woodlawn Boulevard described as Lot 1, Block 1, Hinkle Addition to Wichita, Sedgwick County, Kansas, and the north 110 feet of the south 970 feet of the west 550 feet in Section 36, Township 26, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, subject to the development standards contained in Protective Overlay #295:

1. Although the site is zoned LC Limited Commercial, the site is restricted to only the uses and the development standards found in the NR Neighborhood Retail zoning district plus other applicable local, state and federal regulations or codes, including but not limited to zoning, fire, building, traffic, stormwater and environmental.
2. At the time building permits are requested, the applicant shall comply with current access management requirements and shall guarantee or provide road improvements (left turn lanes, accel/decel-lanes, etc.) needed to accommodate further development of the site. If required by the stormwater engineer, a drainage plan shall be submitted for review and approval as part of the application for a building permit.

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 7<sup>th</sup> day of April, 2015.

\_\_\_\_\_  
Carl Brewer - Mayor

ATTEST:

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE FEBRUARY 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00003** - Steckline Communication, Inc. (Greg Steckline) requests a City zone change from SF-5 Single-family Residential to LC Limited Commercial subject to a Protective Overlay on property described as:

Lot 1, Block 1, Hinkle Addition to Wichita, Sedgwick County, Kansas.

AND

The North 110 feet of the South 970 feet of the West 550 feet, in Section 36, Township 26, Range 1 East of the 6<sup>th</sup> P.M., Sedgwick County, Kansas.

**BACKGROUND:** The application area is 11.67 platted acres zoned Single-Family Residential (SF-5) that are located approximately ½ mile west of North Woodlawn Boulevard, north of East 29<sup>th</sup> Street North. The site is currently developed with broadcast and recording studios and five guy-wire supported broadcast towers that are legal nonconforming uses. The site has approximately 550 feet of frontage along East 29<sup>th</sup> Street North. The SF-5 district does not permit broadcast and recording studios and broadcast towers by right. The applicant is seeking Limited Commercial (LC) zoning subject to Protective Overlay (PO) #295 limiting the site to the uses and development standards found in the Neighborhood Retail (NR) zoning district, which would make the existing broadcast studio facilities legally conforming and would permit a wider range of uses by right than the site's current SF-5 zoning. By code, the NR district cannot be applied to property that exceeds five acres in size. Also by code, LC zoning that is applied to land with six acres or more must be accompanied by a Community Unit Plan or Protective Overlay.

Neighborhood Retail zoning would also allow the full range of residential uses - single-family through multi-family - as well as public and civic uses - day care, limited and general, private recycling collection station - and a limited range of office and commercial uses - general office, bank, medical service, personal care service, personal improvement service, restaurant and general retail. In the NR district restaurants cannot exceed 2,000 square feet of gross floor area and cannot provide drive-thru or in-car services. Also in the NR district, individual general retail uses are restricted to 8,000 feet or less of gross floor area and outdoor storage is prohibited.

Land located to the north and east of the application area is part of Chisholm Creek Park. Property to the west and south, across East 29<sup>th</sup> Street North, is developed with single-family residences. All of the nearby land surrounding the site is zoned SF-5.

If the request is approved, the following selected development standards would automatically apply. 1) The installation of screening along the north, east and west sides of the site. Screening can be provided by a six to eight-foot tall fence, six-foot tall evergreen landscaping that provides solid year-round screening, a six-foot landscaped berm that provides solid year-round screening. 2) Compliance with the landscape ordinance that requires front yard landscaping, parking lot screening and side and rear yard landscaping (if not already present). 3) Parking lot lighting poles are limited to 15 feet in height when located within 200 feet of SF-5 or Two-Family Residential zoning (TF-3). 4) Compatibility building setbacks would be 25 feet along the north, east and west property lines. 5) Building height would be limited to 35 feet. 6) Dumpsters and refuse receptacles are required to be located at least 20 feet from SF-5 zoned property. 7)

Dumpsters, outdoor work areas, heating and air conditioning units and similar uses or features are required to be screened when located within 150 feet of 29<sup>th</sup> Street.

The presence of the five guy-wire supported radio towers limit development on the site. The towers are approximately 160 feet in height and are spaced diagonally southwest to northeast in the center of the site approximately 160 feet apart. The southernmost tower, located closest to East 29<sup>th</sup> Street North and closest to the western property line, is located approximately 123 feet from the site's front property line, and 245 feet from the site's western property line. The tower located closest to the site's eastern property line is approximately 165 feet west of the east property line. The tower located closest to the northern property line is approximately 125 feet south of the north property line. The guy wires will also limit the placement of new uses on the site.

**CASE HISTORY:** The property is platted as Lot 1, Block 1, Hinkle Addition.

**ADJACENT ZONING AND LAND USE:**

North: SF-5; Chisholm Creek Park  
South: SF-5; single-family residences  
East: SF-5; Chisholm Creek Park  
West: SF-5; single-family residences

**PUBLIC SERVICES:** 29th Street is a three-lane arterial with two through-lanes and a continuous center left-turn lane that carries 8,500 to 9,100 average daily vehicle trips.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "major utility / transportation" uses. The major utility / transportation category includes utility and transportation facilities and includes a range of uses such as: airports, landing strips, landfills, water and wastewater treatment facilities. Adopted commercial location guidelines recommend: commercial uses be located at the corners of the intersection of arterial streets or higher classified roadways; traffic generated by commercial uses should not use local streets; commercial development have development features that minimize negative impacts such as noise, debris, lighting on nearby properties.

**RECOMMENDATION:** Based upon the information available at the time the staff report was prepared, it is recommended that the request be approved subject to the following development standards contained in Protective Overlay #295:

1. Although the site is zoned LC Limited Commercial, the site is restricted to only the uses and the development standards found in the NR Neighborhood Retail zoning district plus other applicable local, state and federal regulations or codes, including but not limited to zoning, fire, building, traffic, stormwater and environmental.
2. At the time building permits are requested, the applicant shall comply with current access management requirements and shall guarantee or provide road improvements (left turn lanes, accel/decel-lanes, etc.) needed to accommodate further development of the site. If required by the stormwater engineer, a drainage plan shall be submitted for review and approval as part of the application for a building permit.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Land located to the north and east of the application area is part of Chisholm Creek Park. Property to the west and south, across East 29<sup>th</sup> Street North, is developed with single-family residences. All of the nearby land surrounding the site is zoned SF-5. Due to the presence of Chisolm Creek Park the land on the north side of East 29<sup>th</sup> Street presents a fairly low density feel.
2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned SF-5 but is developed with broadcasting studios and radio broadcast towers, which are not allowed by right in the SF-5 district. The site could continue to be used as currently developed; however, if the broadcast studios were destroyed more than 50 percent they would not be able to be reconstructed. The structure could only be rebuilt in conformance with code requirements. The current zoning is unsuitable for the current use.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed zone change would permit a wider range of uses than currently permitted; however, the size of the site, the site's current use and the proposed development standards limit detrimental impacts on nearby properties.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval would allow the applicant to remove the non-conforming status of the radio broadcast facilities and would provide additional opportunity for non-residential uses to serve the area immediately surrounding the application area. Denial would presumably represent a loss of economic opportunity to the applicant.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "major utility / transportation" uses. The major utility / transportation category includes utility and transportation facilities and includes a range of uses such as: airports, landing strips, landfills, water and wastewater treatment facilities. Adopted commercial location guidelines recommend: commercial uses be located at the corners of the intersection of arterial streets or higher classified roadways; traffic generated by commercial uses should not use local streets; commercial development have development features that minimize negative impacts such as noise, debris, lighting on nearby properties.
6. Impact of the proposed development on community facilities: Additional development on the site can trigger the need for additional traffic or stormwater improvements. The recommendation of the protective overlay addresses those concerns.

**DALE MILLER**, Planning Staff presented the Staff Report.

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

**DENNIS** moved, **MCKAY** seconded the motion, and it carried (12-0).

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00004 – City request for an expansion of the Old Town Protective Overlay to include LI Limited Industrial zoned property generally located at the northwest corner of East 2<sup>nd</sup> Street and North Washington Avenue (301 North Washington) (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

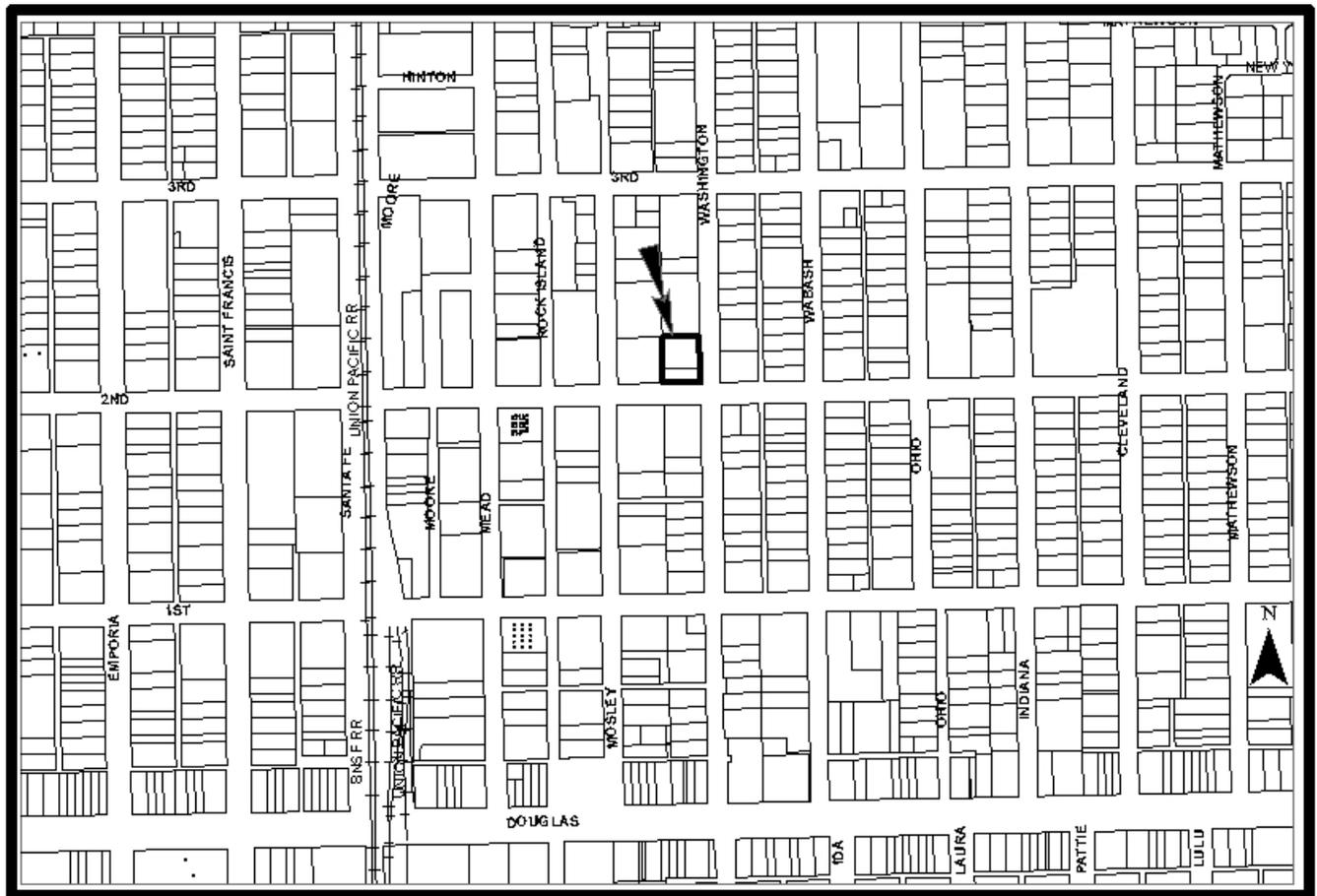
**AGENDA:** Planning (Consent)

---

**MAPC Recommendation:** The MAPC recommended approval of the request (12-0).

**DAB Recommendation:** District Advisory Board VI recommended approval of the request (5-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request.



**BACKGROUND:** The applicant is requesting the LI zoned property to be included in the OT-O Old Town Overlay district. The site consists of Lots 22, 23, and 24, Block B, H. L. and Annie M. Taylor's Addition, located on the northwest corner of Washington Avenue and 2<sup>nd</sup> Street. Lot 24 is developed with a small commercial building and Lots 22 and 23 are vacant. The applicant proposes to develop a commercial structure that is in keeping with the characteristics of surrounding warehouse and commercial buildings that are built to the lot lines except in the front yard. The area is a warehousing/ industrial district that was developed from 1900 – 1950. There has been some demolition of buildings that have resulted in surface parking lots and newer construction. Surface parking lots in the area, with a few exceptions, are part of the Old Town Parking District. Immediately south of the site a surface lot that is owned by the City and included in the parking district.

The site is located in an industrial/commercial area with limited on-site parking available. The lack of parking is the primary reason for the request for OT-O zoning. The Old Town Overlay District has reduced parking requirements when compared to most other zoning districts, and has provisions which allow for the use of off-site shared public parking spaces by property owners in the Old Town Parking District by paying a monthly fee, in lieu of providing the on-site parking.

However, inclusion in the Old Town Overlay District does not automatically include the property in the Old Town Parking District. A separate ordinance will have to be approved to include the site in the Old Town Parking District. Until the property is included in the Old Town Parking District, the applicant will need to provide parking as required by the appropriate section of the Unified Zoning Code (UZC).

If this request is approved, the underlying zoning on the property would remain LI, but the property would become subject to the design, signage, and parking requirements of the OT-O district. The OT-O district also permits a wider range of uses such as residential that are not permitted in the existing LI zoning.

**Analysis:** On February 19, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (12-0).

On February 18, 2015, District Advisory Board (DAB) VI heard the case. No comments from the public were recorded.

No official protests were received. The MAPC recommendation may be approved by a simple majority vote.

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

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority vote).

**Attachments:** MAPC minutes, DAB memo and ordinance.

ORDINANCE NO. 49-968

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. ZON2015-00004**

Request for zone change from “LI” Limited Industrial to “OT-O” Overlay District, described as:

Lots 22, 23 and 24, Block B, H. L. and Annie M. Taylor's Addition to Wichita, Sedgwick County Kansas; generally located at the northwest corner of 2<sup>nd</sup> Street and N. Washington Avenue.

**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 the lands legally described hereby are included in the Old Town Parking District of the City of Wichita.

**SECTION 4.** That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE FEBRUARY 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00004** - Triple D LLC, Dave Burk requests a City request for an expansion of the Old Town Protective Overlay to include LI Limited Industrial zoned property on property described as:

Lots 22, 23, 24 and the half vacated alley on the West, Block B, H.L. & Annie M. Taylor Addition.

**BACKGROUND:** The applicant is requesting the LI zoned property to be included in the OT-O Old Town Overlay district. The site consists of Lots 22, 23, and 24, Block B, H. L. and Annie M. Taylor's Addition, located on the northwest corner of Washington Avenue and 2<sup>nd</sup> Street. Lot 24 is developed with a small commercial building and Lots 22 and 23 are vacant. The applicant proposes to develop a commercial structure that is in keeping with the characteristics of surrounding warehouse and commercial buildings that are built to the lot lines except in the front yard.

The site is located in an industrial/commercial area with limited on-site parking available. The lack of parking is the primary reason for the request for OT-O zoning. The Old Town Overlay District has reduced parking requirements when compared to most other zoning districts, and has provisions which allow for the use of off-site shared public parking spaces by property owners in the Old Town Parking District by paying a monthly fee, in lieu of providing the on-site parking.

However, inclusion in the Old Town Overlay District does not automatically include the property in the Old Town Parking District. A separate ordinance will have to be prepared and approved to include the site in the Old Town Parking District. Until the property is included in the Old Town Parking District, the applicant will need to provide parking as required by the appropriate section of the Unified Zoning Code (UZC).

If this request is approved, the underlying zoning on the property would remain LI, but the property would become subject to the design, signage, and parking requirements of the OT-O district. The OT-O district also permits a wider range of uses such as residential that are not permitted in the existing LI zoning.

**CASE HISTORY:** The site consists of Lots 22, 23, and 24, Block B, H.L and Annie M Taylor's Addition, which was recorded with the Sedgwick County Register of Deeds June 23, 1879. Staff has received no calls expressing concerns about the proposed zone change.

**ADJACENT ZONING AND LAND USE:**

NORTH: LI	Limited Industrial
SOUTH: LI	Limited Industrial
WEST: LI	Limited Industrial
EAST: LI, CBD	Limited Industrial and Central Business District

**PUBLIC SERVICES:** The site has access to East 2<sup>nd</sup> Street and North Washington. East 2<sup>nd</sup> Street is a one-way, 3-lane arterial and North Washington Avenue is a 4-lane arterial, 2-lanes in each direction. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide map depicts the site as a Downtown Regional Center. This area encompasses the central business district area of Wichita that is intended to serve as residential, employment, entertainment, cultural, and government center for the City. Much of this area is covered by the Master Plan for Downtown Wichita formally adopted by City Council in Dec 2010. As such, the OT-O zoning district conforms to the Downtown Regional Center category.

**RECOMMENDATION:** Based upon information available prior to the public hearing, planning staff recommends that the request to create the addition to the Old Town Overlay District be **APPROVED**.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The area is a warehousing/industrial district that was developed from 1900 – 1950. There has been some demolition of buildings that have resulted in surface parking lots and newer construction. Surface parking lots in the area, with a few exceptions, are part of the Old Town Parking District. Immediately south of the site a surface lot that is owned by the City and included in the parking district.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The 0.40 acre LI zoned site is developed is with a small commercial building on Lot 24 and Lots 22 and 23 are vacant. The site could be used for many commercial uses as currently zoned, but is limited by the LI district parking requirements. The OT-O district provides a mechanism for more parking flexibility that maximizes the use of the site.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** Depending on the site’s ultimate use, increased demand for parking could occur that would not be met immediately by the City through the Parking District. This could add congestion and conflicts for the exiting uses in the vicinity that are operating on week days.
- (4) **Conformance of the request change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide map depicts the site as a Downtown Regional Center. This area encompasses the central business district area of Wichita that is intended to serve as residential, employment, entertainment, cultural, and government center for the City. Much of this area is covered by the Master Plan for Downtown Wichita formally adopted by City Council in March 2010. As such, the OT-O zoning district conforms to the Downtown Regional Center category.
- (5) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure. Also, it is reasonable to expect that the infrastructure of streets, drainage, lighting, etc. will be upgraded as need arises.

DALE MILLER, Planning Staff presented the Staff Report.

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

**B. JOHNSON** moved, **FOSTER** seconded the motion, and it carried (12-0).

-----



**INTEROFFICE  
MEMORANDUM**

---

**TO:** MAPC  
**FROM:** Martha Sanchez, Community Liaison, District VI  
**SUBJECT:** ZON2015-00004  
**DATE:** February 18, 2015

On Wednesday, February 18, 2015, the District VI Advisory Board considered a request from Triple D LLC, Dave Burk for overlay to the zoning in the Old Town district. Current zoning of proposed site is (LI) Limited Industrial Zoning and located at corner of Washington Avenue and 2<sup>nd</sup> Street.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

Member of the DAB and the public asked the following questions or comments:

**DAB?** Are there any plans for the proposed site? **A:** A retail structure is planned to be constructed.

**DAB?** What is the overlay for? **A:** To provide offsite parking.

**DAB:** I feel that this request fit perfect for the Old Town area, as it continues to expand and grow.

**The DAB members voted (5-0) to recommend approval for an overlay to the current zoning.**

Please review this information when **ZON2015-00004** is considered.

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** ZON2015-00005 – Request for LC Limited Commercial on MF-29 Multi-Family Residential Zoned Property Generally Located South of Harry Street, South of Merton Street, on the East Side of Meridian Avenue. (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

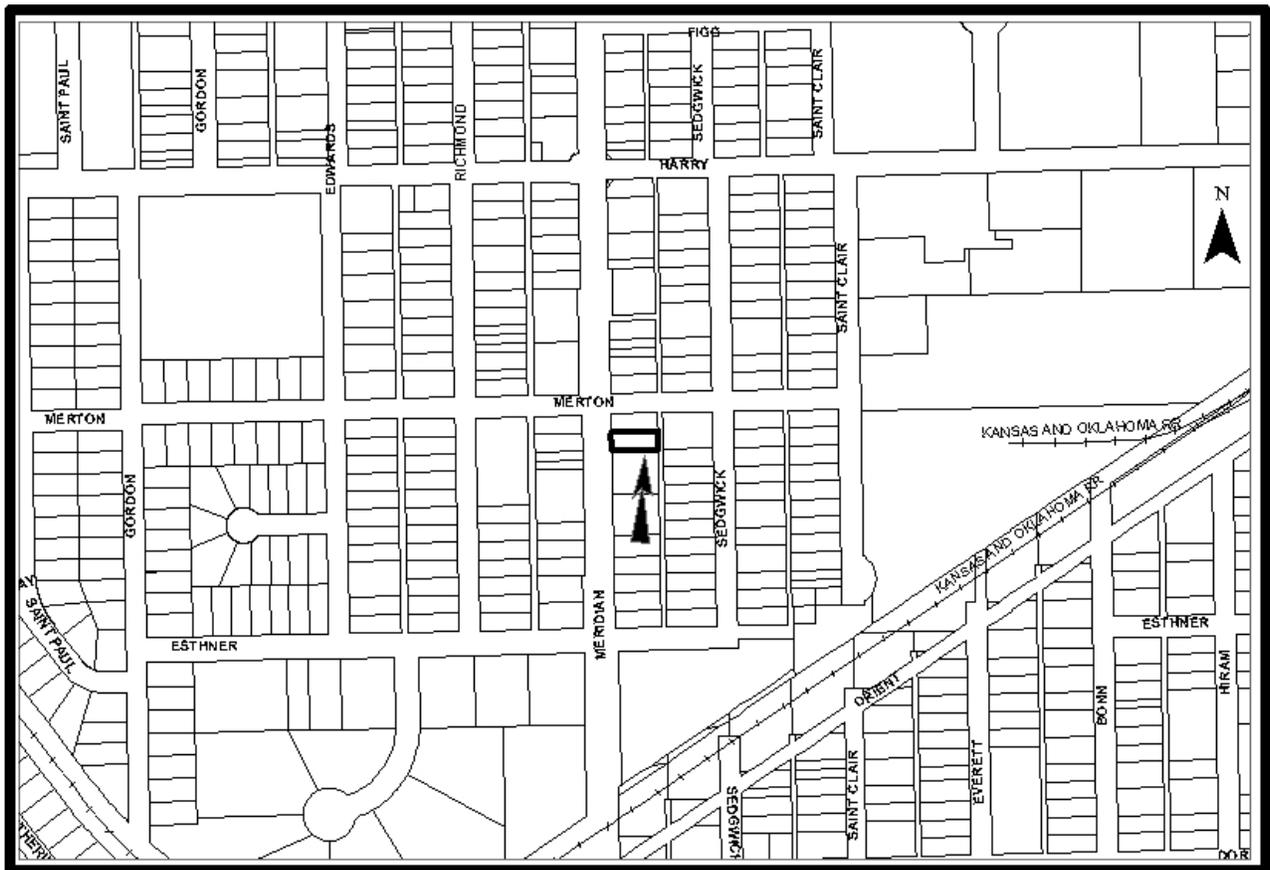
**AGENDA:** Planning (Consent)

---

**MAPC Recommendation:** The MAPC recommended approval of the request (12-0).

**DAB Recommendation:** District Advisory Board V recommended approval of the request (10-0).

**MAPD Staff Recommendation:** The Metropolitan Area Planning Department staff recommended approval of the request.



**Background:** The application area has 50 feet of frontage along Meridian, with 130-foot depth. The site is currently zoned MF-29 Multi-family Residential and county records describe the current use as warehouse distribution or storage facility. The applicant seeks a zone change to LC Limited Commercial. Property to the south was rezoned from MF-29 to LC in 2007, along with property to the north, which was also rezoned MF-29 to LC in 2007. This request would complete the block with LC zoning.

North of the subject site, the property is zoned LC and is developed with a warehouse distribution/storage facility. Property to the south is also zoned LC and is developed with a single-family residence. Property east of the subject site, across the alley, is zoned TF-3 Two-family Residential and is developed with a church/place of worship. Property west of the site, across Meridian Avenue, is zoned GC General Commercial and is developed with a single-family residence.

**Analysis:** On March 2, 2015, District Advisory Board (DAB) IV considered the request. DAB IV voted 10-0 to approve the request. There were no protests against the request at the DAB V meeting.

On, February 19, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. The MAPC voted 12-0 to approve the request. There were no protests against the request at the MAPC meeting. Planning staff has received no valid protests and received no calls protesting the 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:** It is recommended that the City Council concur with the findings of the MAPC and approve the zoning and place the ordinance on first reading (simple majority vote required).

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 49-969

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. ZON2015-00005**

Zone change from MF-29 Multi-Family Residential (“MF-29”) to LC Limited Commercial (“LC”) zoning on an approximately 0.15-acre property described as:

Lots 5 and 7, Block H, South University Place Addition to Wichita, Sedgwick County, Kansas; generally located south of Harry Street, south of Merton Street on the east side of Meridian Avenue.

**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.

---

Carl Brewer, Mayor

**ATTEST:**

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE FEBRUARY 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00005** - Luis and Betty Moreno (owners/applicants) request a City zone change request from MF-29 Multi-family Residential to LC Limited Commercial on property described as:

Lots 5 and 7 EXCEPT the West 10 feet for street CC A-53868, Block H, South University Place Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The application area has 50 feet of frontage along Meridian, with 130-foot depth. The site is currently zoned MF-29 Multi-family Residential and county records describe the current use as warehouse distribution or storage facility. The applicant seeks a zone change to LC Limited Commercial. Property to the south was rezoned from MF-29 to LC in 2007, along with property to the north, which was also rezoned MF-29 to LC in 2007. This request would complete the block with LC zoning.

North of the subject site, the property is zoned LC and is developed with a warehouse distribution/storage facility. Property to the south is also zoned LC and is developed with a single-family residence. Property east of the subject site, across the alley, is zoned TF-3 Two-family Residential and is developed with a church/place of worship. Property west of the site, across Meridian Avenue, is zoned GC General Commercial and is developed with a single-family residence.

**CASE HISTORY:** The property was platted as Lots 5-7, Except the West 10 feet for street, Block H, South University Place Addition, Wichita, Sedgwick County, Kansas in 1887.

**ADJACENT ZONING AND LAND USE:**

NORTH:	LC	Warehousing/Storage
SOUTH:	LC	Single-family Residence
EAST:	TF-3	Church/Place of worship
WEST:	GC	Single-family Residence

**PUBLIC SERVICES:** South Meridian is a paved, 4-lane, section-line arterial street with an 80-foot right-of-way at this location. The application area has one access point from Meridian and access from the alley east of the property. All normal utilities are available at the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for "Urban Residential." The Urban Residential category includes all densities of residential development found within the urban municipality. The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should be located in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets. The proposed zone change from MF-29 to LC would require conformance to all property development standards to include setbacks, compatibility standards, parking, screening and

landscape requirements. The application area is within the Stanley/Alley Neighborhood Association. No neighborhood plans exist at this location.

**RECOMMENDATION:** The immediate surrounding area is a mixture of multi-family residential, commercial, institutional, office, and warehousing uses. Staff finds the proposed zoning and development compatible with the existing uses and zoning in the immediate area. 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:** North of the subject site, the property is zoned LC and is developed with a warehouse distribution/storage facility. Property to the south is also zoned LC and is developed with a single-family residence. Property east of the subject site, across the alley, is zoned TF-3 Two-family Residential and is developed with a church/place of worship. Property west of the site, across Meridian Avenue, is zoned GC General Commercial and is developed with a single-family residence.
2. **The suitability of the subject property for the uses to which it has been restricted:** Under the current zoning, the site could be used for single-family or multi-family residential uses or two-family residential uses.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would allow all land uses permitted in LC zoning on the site. The effect on nearby residents could be increased traffic, noise, trash and light from a non-residential use.
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.” The Urban Residential category includes all densities of residential development found within the urban municipality. The Comprehensive Plan Commercial Locational Guidelines state the following: commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion; commercial development should be located in compact clusters or nodes versus extended strip developments; and commercially-generated traffic should not feed directly onto local residential streets. The proposed zone change from MF-29 to LC would require conformance to all property development standards to include setbacks, compatibility standards, parking, screening and landscape requirements. The application area is within the Stanley/Alley Neighborhood Association. No neighborhood plans exist at this location.
5. **Impact of the proposed development on community facilities:** The proposed zone change should have no significant impact on streets and utility services.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

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

**B. JOHNSON** moved, **FOSTER** seconded the motion, and it carried (12-0).

-----



**INTEROFFICE  
MEMORANDUM**

---

**TO:** MAPC  
**FROM:** Case Bell, Community Liaison  
**SUBJECT:** ZON2015-05  
**DATE:** March 2, 2015

**Bill Longnecker, Planning**, presented on a request for LC Limited Commercial zoning at the site generally located south of Harry Street, south of Merton Street, on the east side of Meridian Avenue (1706 S. Meridian). The application area has 50 feet of frontage along Meridian, with 130-foot depth. The site is currently zoned MF-29 Multi-family Residential and county records describe the current use as warehouse distribution or storage facility. The applicant seeks a zone change to LC Limited Commercial. Property to the south was rezoned from MF-29 to LC in 2007, along with property to the north, which was also rezoned MF-29 to LC in 2007. This request would complete the block with LC zoning.

**DAB?** Is this change meant to supplement the warehousing to the north? **A:** That was rezoned in 2007.

**The DAB IV members voted 10-0 to recommend approval of the request.**

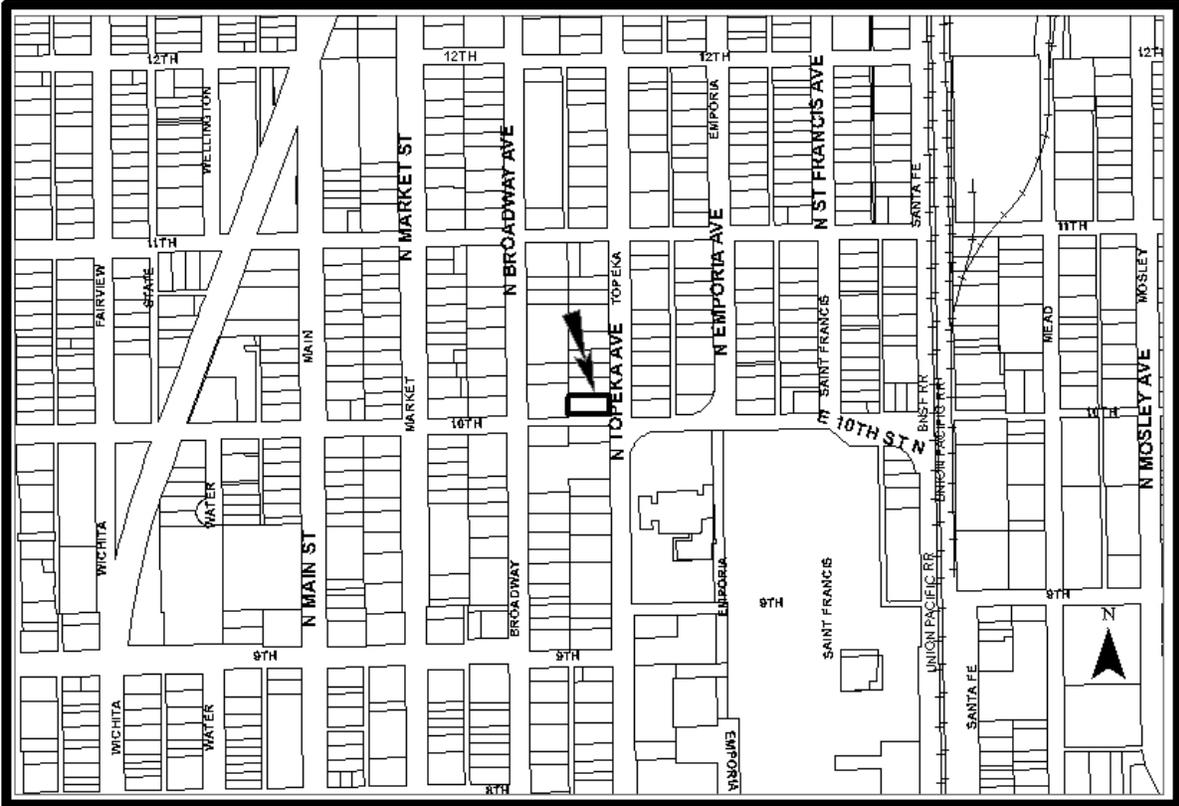
City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** ZON2015-00006 – Request for LC Limited Commercial Zoning with a Protective Overlay on NO Neighborhood Office Zoned Property Located on the Northwest Corner of Topeka Avenue and 10<sup>th</sup> Street North (District VI)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**MAPC Recommendation:** The MAPC recommended approval of the request (12-0).

**DAB Recommendation:** District Advisory Board VI recommended approval of the request (3-2).

**MAPD Staff Recommendation:** The Metropolitan Area Planning Department staff recommended approval of the request.



**Background:** The applicant is requesting LC Limited Commercial zoning on the approximately 0.25-acre (10,435-square feet) NO Neighborhood Office zoned subject site; Lot 2, Block A, Frazey Addition. The subject site is developed with an approximately 3,286-square foot office. The office was originally built in 1886, as a single-family residence, the Purdue House. The Queen Ann Classical Revival style building is one of four buildings that are part of the North Topeka Avenue – 10th Street Historic District, which was entered in the National Historic Register in 1983.

The applicant proposes to convert the 3,286-square foot building into a bed and breakfast inn, a restaurant and possible general retail uses. The NO zoning district does not permit a bed and breakfast inn nor does it permit restaurants or retail uses. A bed and breakfast inn is first permitted by right in the GO General Office zoning district; Unified Zoning Code (UZC) Sec.III-D. General retail uses and restaurants are first permitted in the NR Neighborhood Retail zoning district, however restaurants cannot exceed 2,000-square feet in gross floor area, nor shall they provide any drive-up window service or in-vehicle food service. Delivery and carry-out services are acceptable; UZC Sec. III-D.6.t. The LC zoning district allows general retail and does not have the above restrictions on restaurants.

A bed and breakfast inn (UZC, a maximum of 15 guests) requires one parking space per guest room, plus one per 250-square feet used for retail purposes, professional and service facilities, offices, meeting rooms, recreational spaces; one per five occupants required for tavern and drinking establishment, club or restaurant that is contained within the bed and breakfast inn. A restaurant requires one on-site parking space per three customers. For a building this size the parking requirement for general retail is one parking space per 333-square feet.

The applicant's site plan shows 24 common parking spaces for both the subject site and the abutting north property; Lots 1 and 2, Frazey Addition. The agent now owns both of these properties. Combining the size of these two site's two buildings gives a total of 7,102-square feet that could be used for non-residential activities/development. The current parking could support retail in both buildings, as 22 spaces would be required. The 24 parking spaces would support 72 restaurant customers and staff. A possible lack of on-site parking for this size of non-residential development is a current consideration and has been a long time consideration on the two sites. BZA40-83 was an approved variance to reduce parking from 44 to 33 total parking spaces for the two sites. Since 1983 the two sites appear to have lost nine parking spaces. It is reasonable to state that the lack of on-site parking would need to be resolved thru off-site parking or another variance.

The GO zoned Via Christi St Francis regional medical complex is the dominant development in the area; Z-2535 and Community Unit Plan CUP DP-132, 10-18-1983. The northwest portion of Via Christi is located southeast of the site across 10th Street North and Topeka Avenue. South of the site, across 10th Street North, are a NO zoned group residence (CON2008-00033), B Multi-Family Residential and LC zoned, medical services and parking lots. The NO zoned group residence was originally constructed in 1885 as a single-family residence and is part of the North Topeka Avenue – 10th Street Historic District. The agent's LC zoned property abuts the north side of the site; ZON2014-00021 with Protective Overlay PO-291. The abutting north building was original constructed in 1886 as a single-family residence that was converted into an office and is included in the North Topeka Avenue – 10th Street Historic District; the Anawalt House. Both the subject site and the abutting LC zoned office have joined/common paved parking in the rear half of their properties which are connected by a shared common drive onto 10th Street North. A B zoned single-family residence (built 1920) is adjacent to the north side of the subject site and is included in the North Topeka Avenue – 10th Street Historic District. B zoned medical and dental offices and a NO zoned social services building are located further north of the subject site. TF-3 Two-Family Residential, B and GO zoned medical and dental offices; a two story apartment building and a single-family residence are located east of the site across Topeka Avenue. The site's close proximity to Via Christi and the other medical and dental facilities in the area could make the possibility of walk up traffic to the restaurant and retail a consideration in addressing the site's possible lack of on-site parking. There are LC zoned sit down/full service restaurants, fast food restaurants, motels, offices, parking lots, social services and a few vacant buildings located along Broadway Avenue abutting and adjacent to the west side of the site and the neighborhood in which it is located.

**Analysis:** On February 18, 2015, District Advisory Board (DAB) VI considered the request. Considerations discussed at DAB VI included the lack of on-site parking, the covenant, trash and the impact on the bike lane. DAB VI voted 3-3 to approve the request, subject to the following provisions of Protective Overlay PO-296.

- (1) Permitted uses: single-family residential, government service, hospital, library, university or college, bank or financial institution, bed and breakfast inn, medical service, general office, personal care service, personal improvement service and general retail.
- (2) Restaurants are permitted with no drive-up window service and no in-vehicle food service.
- (3) The applicant will meet on site with the Historic Preservation Planner, to review the standards for any use conversation/remodeling of this registered site/structure, prior to the issuing of permits.
- (4) Provide a variance or off-site parking for Lots 1 and 2, Frazey Addition to be used to resolve the lack of on-site parking. If a variance is approved, provide a covenant binding and tying Lots 1 and 2, Frazey Addition's parking lots as shared parking between the two sites.

There were no protests against the request at the DAB VI meeting.

On, February 19, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. The MAPC voted 12-0 to approve the request, with the above noted provisions of PO-296. There were no protests against the request at the MAPC meeting. Planning staff has received no valid protests and received no calls protesting the 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:** It is recommended that the City Council concur with the findings of the MAPC and approve the zoning subject to the provisions of the Protective Overlay and place the ordinance on first reading (simple majority vote required).

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 49-970

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. ZON2015-00006**

Zone change from NO Neighborhood (“NO”) to LC Limited Commercial (“LC”) zoning on an approximately 0.24-acre (10,435-square feet) property described as:

Lot 2, Frazey Addition to Wichita, Sedgwick County, Kansas; generally located on the northwest corner of Topeka Avenue and 10th Street North.

Subject to the following provisions of Protective Overlay PO #296:

- (1) Permitted uses: single-family residential, government service, hospital, library, university or college, bank or financial institution, bed and breakfast inn, medical service, general office, personal care service, personal improvement service and general retail.
- (2) Restaurants are permitted with no drive-up window service and no in-vehicle food service.
- (3) The applicant will meet on site with the Historic Preservation Planner, to review the standards for any use conversation/remodeling of this registered site/structure, prior to the issuing of permits.
- (4) Provide a variance or off-site parking for Lots 1 and 2, Frazey Addition to be used to resolve the lack of on-site parking. If a variance is approved, provide a covenant binding and tying Lots 1 and 2, Frazey Addition’s parking lots as shared parking between the two sites.

**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.

---

Carl Brewer, Mayor

**ATTEST:**

---

Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE FEBRUARY 19, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2015-00006** - Alternative Gift Markets, Inc., c/o Tony Princ (owner) and FHL Property Management c/o BJ Sheu (agent) request a City zone change request from NO Neighborhood Office to LC Limited Commercial on property described as:

Lot 2, Block A, Frazey Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting LC Limited Commercial zoning on the approximately 0.25-acre (10,435-square feet) NO Neighborhood Office zoned subject site; Lot 2, Block A, Frazey Addition. The subject site has an approximately 3,286-square foot office located on it. The office was originally built in 1886, as a single-family residence, the Purdue House. The Queen Ann Classical Revival style building is one of four buildings that are part of the North Topeka Avenue – 10th Street Historic District, which was entered in the National Historic Register in 1983. The applicant will need to meet on site with the Historic Preservation Planner, to review the standards for any use conversation/remodeling of this registered site/structure.

The applicant proposes to convert the 3,286-square foot building into a bed and breakfast inn, a restaurant and possible general retail uses. The NO zoning district does not permit a bed and breakfast inn nor does it permit restaurants or retail uses. A bed and breakfast inn is first permitted by right in the GO General Office zoning district; Unified Zoning Code (UZC) Sec.III-D. General retail uses and restaurants are first permitted in the NR Neighborhood Retail zoning district, however restaurants cannot exceed 2,000-square feet in gross floor area, nor shall they provide any drive-up window service or in-vehicle food service. Delivery and carry-out services are acceptable; UZC Sec. III-D.6.t. The LC zoning district allows general retail and does not have the above restrictions on restaurants.

A bed and breakfast inn (UZC, a maximum of 15 guests) requires one parking space per guest room, plus one per 250-square feet used for retail purposes, professional and service facilities, offices, meeting rooms, recreational spaces; one per five occupants required for tavern and drinking establishment, club or restaurant that is contained within the bed and breakfast inn. A restaurant requires one on-site parking space per three customers. For a building this size the parking requirement for general retail is one parking space per 333-square feet.

The applicant's site plan shows 24 common parking spaces for both the subject site and the abutting north property; Lots 1 and 2, Frazey Addition. The agent now owns both of these properties. Combining the size of these two site's two buildings gives a total of 7,102-square feet that could be used for non-residential activities/development. The current parking could support retail in both buildings, as 22 spaces would be required. The 24 parking spaces would support 72 restaurant customers and staff. A possible lack of on-site parking for this size of non-residential development is a current consideration and has been a long time consideration on the two sites. BZA40-83 was an approved variance to reduce parking from 44 to 33 total parking spaces for the two sites. Since 1983 the two sites appear to have lost nine parking spaces. It is reasonable to state that the lack of on-site parking would need to be resolved thru off-site parking or another variance.

The GO zoned Via Christi St Francis regional medical complex is the dominant development in the area; Z-2535 and Community Unit Plan CUP DP-132, 10-18-1983. The northwest portion of Via Christi is located southeast of the site across 10<sup>th</sup> Street North and Topeka Avenue. South of the site, across 10<sup>th</sup> Street North, are a NO zoned group residence (CON2008-00033), B Multi-Family Residential and LC zoned, medical services and parking lots. The NO zoned group residence was originally constructed in 1885 as a single-family residence and is part of the North Topeka Avenue – 10th Street Historic District. The agent’s LC zoned property abuts the north side of the site; ZON2014-00021 with Protective Overlay PO-291. The abutting north building was original constructed in 1886 as a single-family residence that was converted into an office and is included in the North Topeka Avenue – 10th Street Historic District; the Anawalt House. Both the subject site and the abutting LC zoned office have joined/common paved parking in the rear half of their properties which are connected by a shared common drive onto 10<sup>th</sup> Street North. A B zoned single-family residence (built 1920) is adjacent to the north side of the subject site and is included in the North Topeka Avenue – 10th Street Historic District. B zoned medical and dental offices and a NO zoned social services building are located further north of the subject site. TF-3 Two-Family Residential, B and GO zoned medical and dental offices, a two story apartment building and a single-family residence are located east of the site across Topeka Avenue. The site’s close proximity to Via Christi and the other medical and dental facilities in the area could make the possibility of walk up traffic to the restaurant and retail a consideration in addressing the site’s possible lack of on-site parking. There are LC zoned sit down/full service restaurants, fast food restaurants, motels, offices, parking lots, social services and a few vacant buildings located along Broadway Avenue abutting and adjacent to the west side of the site and the neighborhood it is located in.

**CASE HISTORY:** The subject site was rezoned, Z-2487, from B Multi-Family Residential to BB Office (now NO) on March 22, 1983, subject to replatting; Lot 2, Frazey Addition. The Frazey Addition was recorded with the Sedgwick County Register of Deeds October 20, 1983. The Frazey Addition was originally part of Harvey’s Reserve in the Stafford and Wright’s Addition, which was recorded on May 6, 1884. The Board of Zoning Appeals case BZA40-83 reduced the parking on the north abutting Lot 1 and Lot 2, Frazey Addition from 44 to 33 parking spaces. There are currently 24 parking spaces for Lots 1 and 2, Frazey Addition. The applicant has applied for a variance to reduce the parking on the sites, BZA2015-00006. As previously noted the site is one (the Purdue House) of four buildings that are part of the North Topeka Avenue – 10th Street Historic District, which was entered in the National Historic Register in 1983. This historical district is located in the Midtown Neighborhood Plan; County Resolution 87-04, May 19, 2004 and City Ordinance 46-179, May 18, 2004.

**ADJACENT ZONING AND LAND USE:**

NORTH: B, NO	Office, single-family residence, medical/dental offices, social services building
SOUTH: NO, B, LC, GO	Group residence, medical services, parking lots, regional medical complex
WEST: LC	Sit down/full service restaurants, fast food restaurants, motels, offices
EAST: B, GO, TF-3	Medical/dental offices, two story apartment building, single-family residence

**PUBLIC SERVICES:** The site shares a common drive onto 10<sup>th</sup> Street North with the abutting north property. 10<sup>th</sup> Street North is a paved, two-lane local street with 41 feet of right-of-way. The site has frontage on Topeka Avenue, a paved one-way south collector street with 80 feet of right-of-way. Currently the site has no developed access onto Topeka Avenue. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for Local Commercial category of uses. This category of use encompasses areas that contain concentrations of predominantly commercial, office, and personal service uses that do not have a predominately regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The purpose of the requested LC zoning district is to accommodate retail, commercial, office and other complementary land uses. The LC and GO (as is NR zoning) zoning districts are generally compatible with the Local Commercial or Regional Commercial designations of the Wichita-Sedgwick County Comprehensive Plan.

The site is located within the Midtown Neighborhood Plan. The Plan recognizes the need for additional off-street parking and it also wants to identify locations where on-street parking would be appropriate. Possibly due to its near proximity to the Via Christi medical complex and other medical offices in the immediate area, this portion of Topeka Avenue is heavily used for on-street parking. The Plan stresses the need to preserve the old homes in the area and even though the use of the subject site's building has evolved over the years from single-family residential to multi-family residential and most recently office, the subject building appears to be in reasonable good repair.

**RECOMMENDATION:** The request does not introduce LC zoning into this area located north of the Topeka Avenue – 10<sup>th</sup> Street North intersection, as the abutting north property recently rezoned from GO to LC; ZON2014-21 with PO #291. A persistent consideration with the subject site and the abutting northern property is the possible lack of on-site parking for nonresidential uses. BZA40-83 was an approved variance to reduce parking from 44 to 33 parking spaces for both sites. Since 1983 the two sites appear to have lost nine parking spaces. It is reasonable to state that the lack of on-site parking would need to be resolved thru off-site parking or another variance. Based on the information available prior to the public hearing, MAPD staff recommends the application be APPROVED, subject to the following provisions of a Protective Overlay:

- 1) Permitted uses: single-family residential, government service, hospital, library, university or college, bank or financial institution, bed and breakfast inn, medical service, general office, personal care service, personal improvement service, general retail
- 2) Restaurants are permitted with no drive-up window service nor in-vehicle food service.
- 3) The applicant will meet on site with the Historic Preservation Planner, to review the standards for any use conversation/remodeling of this registered site/structure, prior to the issuing of permits.
- 4) Provide a variance or off-site parking for Lots 1 and 2, Frazey Addition to be used to resolve the lack of on-site parking. If a variance is approved, provide a covenant binding

and tying Lots 1 and 2, Frazey Addition's parking lots as shared parking between the two sites.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The GO zoned Via Christi St Francis regional medical complex is the dominant development in the area; Z-2535 and Community Unit Plan CUP DP-132, 10-18-1983. The northwest portion of Via Christi is located southeast of the site across 10<sup>th</sup> Street and Topeka Avenue. South of the site, across 10<sup>th</sup> Street North, are a NO zoned group residence (CON2008-00033), B Multi-Family Residential and LC zoned, medical services and parking lots. The NO zoned group residence was originally constructed in 1885 as a single-family residence and is part of the North Topeka Avenue – 10th Street Historic District. The agent's LC zoned property abuts the north side of the site; ZON2014-00021 with PO #291. The abutting north building was original constructed in 1886 as a single-family residence that was converted into an office and is included in the North Topeka Avenue – 10th Street Historic District; the Anawalt House. Both the subject site and the abutting LC zoned office have paved joined/common parking in the rear half of their properties which are connected by a shared common drive onto 10<sup>th</sup> Street North. A B zoned single-family residence (built 1920) is adjacent to the north side of the subject site and is included in the North Topeka Avenue – 10th Street Historic District. B zoned medical and dental offices and a NO zoned social services building are located further north of the subject site. TF-3 Two-Family Residential, B and GO zoned medical and dental offices, a two story apartment building and a single-family residence are located east of the site across Topeka Avenue. The site's close proximity to Via Christi and the other medical and dental facilities in the area could make the possibility of walk up traffic to a restaurant and retail a consideration in addressing the site's possible lack of on-site parking. There are LC zoned sit down/full service restaurants, fast food restaurants, motels, offices, parking lots, social services and a few vacant buildings located along Broadway Avenue abutting and adjacent to the west side of the site and the neighborhood it is located in.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The 0.24-acre NO zoned site has a two-story office building located on it. The NO zoning permits some residential uses, office uses (including medical), and institutional uses by right. The site could continue to be used as zoned. Medical facilities are the dominant feature of the area and most of the medical facilities in the area are zoned GO. The NO zoning district does not permit restaurants, retail uses nor a bed and breakfast inn, which the requested LC zoning would allow.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested LC allows full service and fast food restaurants with drive through or curb side service. LC zoning also allows the site's original residential use(s) and its current offices use. The relatively small size of the subject site and the agent's abutting north site make a fast food restaurant with drive through or curb side service unlikely. Converting the subject site's 3,286-square foot building into a restaurant that would allow 72 customers on the agent's two properties/sites that have a combined total of 24 parking spaces would mean that no on- site parking would be available for the agent's abutting north site with its approximately 3,816-square foot building. The

parking issue can be addressed by off-site parking or a variance. A variance could lead to more parking on Topeka Avenue, which appears to be heavily used for street parking for the area's medical facilities. The site's close proximity to Via Christi and the other medical and dental facilities in the area make the possibility of walk up traffic to the restaurant a consideration.

- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** The character of the area has evolved from the site's (and areas) original, 1886, residential use to an area redefined by the GO zoned Via Christi St Francis regional medical complex. Approval of the LC zoning request would limit development to those permitted in the proposed Protective Overlay, which is an attempt to allow uses that are somewhat compatible with the area. Denial of the request could impose a financial hardship on the owner.
- (5) **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 this site as appropriate for Local Commercial category of uses. This category of use encompasses areas that contain concentrations of predominantly commercial, office, and personal service uses that do not have a predominately regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The purpose of the LC zoning district (the requested zoning) is to accommodate retail, commercial, office and other complementary land uses. The LC and GO (as is NR zoning) zoning districts are generally compatible with the Local Commercial or Regional Commercial designations of the Wichita-Sedgwick County Comprehensive Plan.

The site is located within the Midtown Neighborhood Plan. The Plan recognizes the need for additional off-street parking and it also wants to identify locations where on-street parking would be appropriate. Possibly due to its near proximity to the Via Christi medical complex and other medical offices in the immediate area, this portion of Topeka Avenue is heavily used for on-street parking. The Plan stresses the need to preserve the old homes in the area and even though the use of the subject site's building has evolved over the years from single-family residential to multi-family residential and most recently office, the subject building appears to be in reasonable good repair.

- (6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure, with the exception (but not limited to) of the UZC's on-site parking requirements.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

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

**NEUGENT** moved, **WARREN** seconded the motion, and it carried (12-0).



**INTEROFFICE  
MEMORANDUM**

---

**TO:** MAPC  
**FROM:** Martha Sanchez, Community Liaison, District VI  
**SUBJECT:** ZON2015-00006  
**DATE:** February 18, 2015

On Wednesday, February 18, 2015, the District VI Advisory Board considered a request from Alternative Gifts Markets, Inc. c/o Tony Princ (owner)/ FHL Property Management c/o BJ Sheu (agent) for zoning change to Limited Commercial (LC). Current zoning of proposed site is Neighborhood Office and located 1103 N. Topeka Avenue.

The DAB Members were provided with the MAPD staff report with a recommendation to approve.

Member of the DAB and the public asked the following questions:

**CM Miller?** Who is the current owner of the property? **A:** The sale of the property has not be completed and is still Tony Princ.

**CM Miller?** By tying both lots together with the covenant, will the owner meet the parking required? **A:** The parking variance is be lowered form 33 stalls to 24.

**DAB?** How will the covenant be enforced? **A:** The covenant will be placed on the deed of the property.

**DAB?** Will a trash service bin lower the current parking stall count? **A:** The 24 parking stalls already accounts for a shared trash bin.

**DAB?** Will the on street parking affect the bike lane? **A:** The bike lane design will accommodate the on street parking.

Members of the public shared their concern for the increase traffic to the area and the limited parking available on the property.

**The DAB members voted (3-2) to recommend approval for zoning change subject the conditions listed in the staff report.**

Please review this information when **ZON2015-00006** is considered.

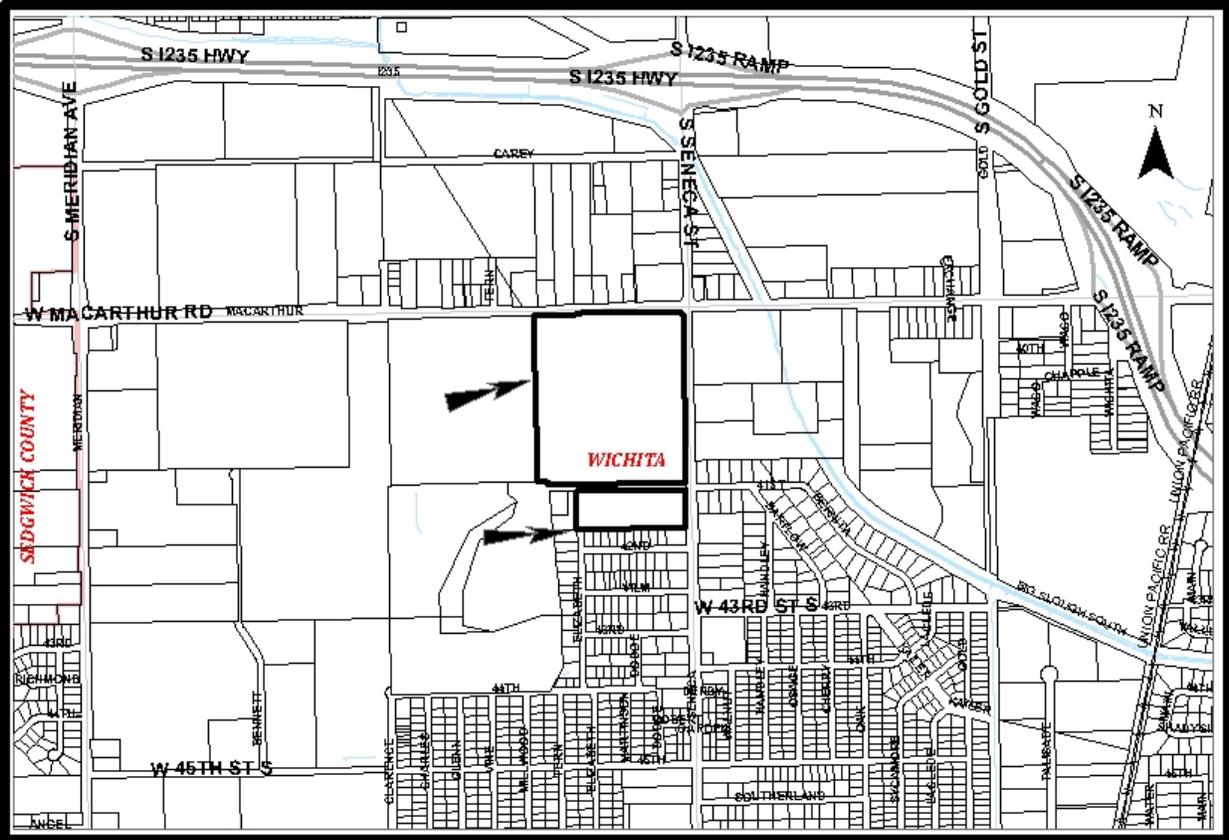
City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** PUD2015-00001 – Zone Change from SF-5 Single-Family Residential and LC Limited Commercial to Planned Unit Development District #45 on Property Located on Property Generally Located on the Southwest Corner of West MacArthur Road (District IV)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**MAPC Recommendation:** The MAPC recommended approval of the request (12-0).

**DAB Recommendation:** District Advisory Board IV recommended approval of the request (10-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request.



**Background:** The applicant is seeking to rezone approximately 51 unplatted acres located at the southwest corner of West MacArthur Road and South Seneca Street from the SF-5 Single-Family Residential (SF-5) and Limited Commercial (LC) districts to the Planned Unit Development (PUD) #45 District. The majority of the property is undeveloped and has been for many years, as far as staff can determine. The northeastern corner of the site, approximately 7.6 acres, is zoned LC. A portion of the LC zoned land previously contained a convenience store or gas station. The convenience store/gas station has recently been demolished. The proposed PUD is to be divided into three parcels. Parcel 1 is proposed to permit those uses permitted by right in the Limited Industrial (LI) district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding, breeding and training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city; tattooing and body piercing facility; tavern and drinking establishment; asphalt or concrete plant, limited and general and grain storage. Parcels 2 and 3 permit single-family, two-family and multi-family residential uses. The property is bisected by a private access road that divides Parcel 1 from Parcels 2 and 3 that is not owned by the applicants. Parcel 2 does not have frontage on a public road and will rely upon an access easement from Seneca Street through Parcel 3, unless the applicant is able to obtain permission to use the private access drive.

Land surrounding the application area is zoned LC, SF-5, MF-29 Multi-Family Residential (MF-29) or General Industrial (GI). Land north of West MacArthur Road is developed with a utility substation, car wash, retail store or is vacant. Land east of South Seneca Street is developed with a natural gas service substation, offices and equipment yard, retail store or single-family residential. Land located south of the application area is developed with apartments or vacant. Land to the west is vacant or is apartments.

Planned Unit Development zoning is a special purpose zoning district that is intended to encourage innovative land planning and design and can be used to reduce or eliminate inflexibility that can sometimes result from strict application of the basic requirements of individual zoning districts; allows greater freedom in selecting the means to provide light, air and open space to projects; allows development to take advantage of special site characteristics or land uses and allows for deviation from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of the zoning code.

The PUD proposes the following development standards:

1. Total land area is 2,228,528 square feet or 51.16 acres. Total gross floor area of 37.7 percent or 840,302 square feet.
2. Off-street parking spaces at the rate of one space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock or similar material.
3. Building setbacks are as indicated on the PUD drawing.
4. A drainage plan shall be submitted to Public Works Department for approval. Required guarantees for drainage improvements shall be provided at the time of platting.
5. Parcel 1 is proposed to permit those uses permitted by right in the Limited Industrial (LI) district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding, breeding and training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city; tattooing and body piercing facility; tavern and drinking establishment; asphalt or concrete plant, limited and general and grain storage. Parcels 2 and 3 permit single-family, two-family and multi-family residential uses. The property is bisected by a private access road that divides Parcel 1 from Parcels 2 and 3.
6. Three points of access are proposed along MacArthur Road, six openings along South Seneca; no access to the private drive without permission of the owner of the private drive and access to Parcel 2 is to be provided by access agreement from South Seneca through Parcel 3.
7. Screening is to be per Unified Zoning Code requirements and all screening fences or walls shall share a consistent pattern and color.
8. Landscaping is to be per the Landscape Ordinance.
9. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards:
  - 1) no outdoor storage or work areas shall be permitted in any building setback; and 2) no required

off-street parking space or loading area shall be utilized for storage. Outdoor storage areas may be surfaced with crushed rock or similar material.

10. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along MacArthur Road and Seneca Street, and any residentially zoned property.
11. Setbacks are as shown on the PUD.
12. No overhead doors or loading docks shall be permitted within 50 feet of residential zoning.
13. All signs shall be limited to signs that would be allowed in the LC Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site advertising uses located within this tract that shall be allowed to have signage placed on signs fronting MacArthur Road and Seneca Street.
14. The design layout shown on the plan illustrates only one development concept. Slight modifications to the location of improvements may be permitted provided they meet all requirements of the plan.
15. Amendments, adjustments or interpretations to this PUD shall be done in accordance with the Unified Zoning Code.
16. Development may be phased based on the ability to provide adequate water and sanitary sewer infrastructure.
17. The transfer of title of all or any portion of land included within the PUD (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
18. The development of this property shall proceed in accordance with the development plan as recommended and approved by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
19. Any major changes in this development plan shall be submitted to the Planning Commission and to the governing body for consideration.

The engineering division of Public Works has reviewed the proposed site plan and is requesting the following modifications: 1) line up the middle driveway to West MacArthur Road with the driveway at 1240 West MacArthur Road; 2) move the easternmost driveway to West MacArthur Road a point 200 feet from the centerline of Seneca Street and limit it to a right-out/right-in only entrance; 3) increase the distance of the northernmost driveway to South Seneca Street to 200 feet from the centerline of West MacArthur Road and limit it to a right-in/right-out only entrance; 4) line up the second driveway to Seneca Street south of MacArthur Road with the driveway across the street (if it does not already) 5) limit the northernmost driveway to Parcel 3 to right-in/right-out only and allow full movement on the southernmost driveway to Parcel 3.

Access through Parcel 3 to Parcel 2 may be the most desirable, especially if the site is developed as depicted on the PUD drawing. Traffic from Parcel 2 will have to drive through the parking lot of Parcel 3 to get to and from south Seneca Street.

**Analysis:** On February 19, 2015, the Metropolitan Area Planning Commission (MAPC) approved (10-0) the application subject to platting within one year and the development standards contained on the face of the approved PUD drawing, unless specifically modified by the recorded plat. The location of driveways, building setbacks, street right-of-way and the location of stormwater detention features may be modified by the plat and will not require adjustment or amendment of the PUD drawing.

District Advisory Board (DAB) IV reviewed the application and approved it 12-0.

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

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

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

**Recommendation/Actions:** It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change subject to platting within one year and withhold publication of the ordinance until the plat is recorded (simple majority vote).

**Attachments:** PUD drawing, ordinance, MAPC and DAB minutes.

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. PUD2015-00002

Zone change request from SF-5 Single-Family Residential (SF-5) and LC Limited Commercial (LC) to Planned Unit Development (PUD) #45 on property located on the southwest corner of West MacArthur road and South Seneca Street described as A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as beginning at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1520.70 feet, to a point 1119.80 feet north of the southeast corner of said Northeast Quarter, also being the northeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgwick County, Kansas; thence S89°05'02"W, along the north line of Lot 1, in said South Lake Addition, 1248.68 feet to a deflection point in the north line of said Lot 1; thence N05°57'28"W, along an easterly line of said Lot 1 extended north, 29.53 feet; thence S89°02'32"W, parallel with the northern most north line of said Lot 1, and 8.50 feet normally distant north of the northern most north line of said Lot 1, 97.25 feet; thence N00°53'16"W, 1491.65 feet to a point on the north line of said Northeast Quarter, said point being 1348.00 feet west of the northeast corner of said Northeast Quarter; thence N89°05'47"E, along the north line of said Northeast Quarter, 1348.00 feet to the Point of Beginning. Subject to Road Right of Ways of Record (Parcel B contains 2,047,056.6 square feet or 46.994± acres (Gross including Road Right of Ways), or 1,911,763.9 square feet or 43.888± acres (Net excluding Road Right of Ways)).  
AND

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1580.70 feet, to a point 1059.80 feet north of the southeast corner of said Northeast Quarter, also being the southeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgwick County, Kansas and for a point of beginning; thence continue S00°54'28"E, along the east line of said Northeast Quarter, 324.97 feet to the northeast corner of Stein Addition, Wichita, Sedgwick County, Kansas; thence S88°52'26"W, along the north line of said Stein Addition, and Stein 5th Addition, Wichita, Sedgwick County, Kansas, 970.25 feet; thence N00°54'58"W, perpendicular to the northern most south line of Lot 1 in said South Lake Addition, 328.71 feet, to a point on the northern most south line of Lot 1 in said South Lake Addition; thence S89°05'02"E, along the northern most south line of Lot 1 in said South Lake Addition, 1020.29 feet calculated per deed, and 1020.38 feet calculated per plat to the Point of Beginning. Subject to Road Right of Ways of record (Parcel C contains 332,941.7 square feet, or 7.643± acres (Gross including Road Right of Ways), or 316,764.6 square feet, or 7.272± acres (Net excluding Road Right of Ways)).  
AND

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the northeast corner of said Northeast Quarter;

thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1520.70 feet, to a point 1119.80 feet north of the southeast corner of said Northeast Quarter, also being the northeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgwick County, Kansas; thence S89°05'02"W, along the north line of Lot 1, in said South Lake Addition, 1248.68 feet to a deflection point in the north line of said Lot 1; thence N05°57'28"W, along an easterly line of said Lot 1, 21.00 feet to the point of beginning; thence S89°02'32"W, along the northern most north line of said Lot 1, 98.00 feet; thence N00°53'16"W, 8.50 feet to a point 8.50 normally distant north of the northern most north line of said Lot 1; thence N89°05'02"E, parallel with the northern most north line of said Lot 1, 97.25 feet; thence S05°57'28"E, along an easterly line of said Lot 1, as extended north, 8.53 feet to the Point of Beginning (Parcel D contains 830.3 square feet or 0.019± acres).

AND

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 2230.64 feet, to a point 734.83 feet north of the southeast corner of said Northeast Quarter, to the northeast corner of Stein Addition, Wichita, Sedgwick County, Kansas; thence S88°52'26"W, along the north line of said Stein Addition, and Stein 5th Addition, Wichita, Sedgwick County, Kansas, 970.25 feet to the point of beginning; thence continue S88°52'26"W, along the north line of Lot 4 in said Stein 5th Addition, 194.03 feet to the east line of Lot 1, South Lake Addition to the City of Wichita, Sedgwick County, Kansas; thence N05°57'28"W, along the east line of Lot 1 in said South Lake Addition, 4.15 feet, said point also being 1068.77 feet north of the southeast corner of Lot 1 in said South Lake Addition; thence S89°05'02"E, parallel with the northern most south line of Lot 1 in said South Lake Addition, 196.25 feet; thence S00°54'58"E, 3.71 feet to the Point of Beginning (Parcel E contains 644.7 square feet or 0.015± acres).

as shown by the last deed of record filed in the Office of the Register of Deeds, Sedgwick County, Kansas, on the 29<sup>th</sup> day of December, 2014 at 7:00 A.M.

SECTION 2. That upon the taking effect of this ordinance, the above zoning change 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 7th day of April, 2015.

\_\_\_\_\_  
Carl Brewer - Mayor

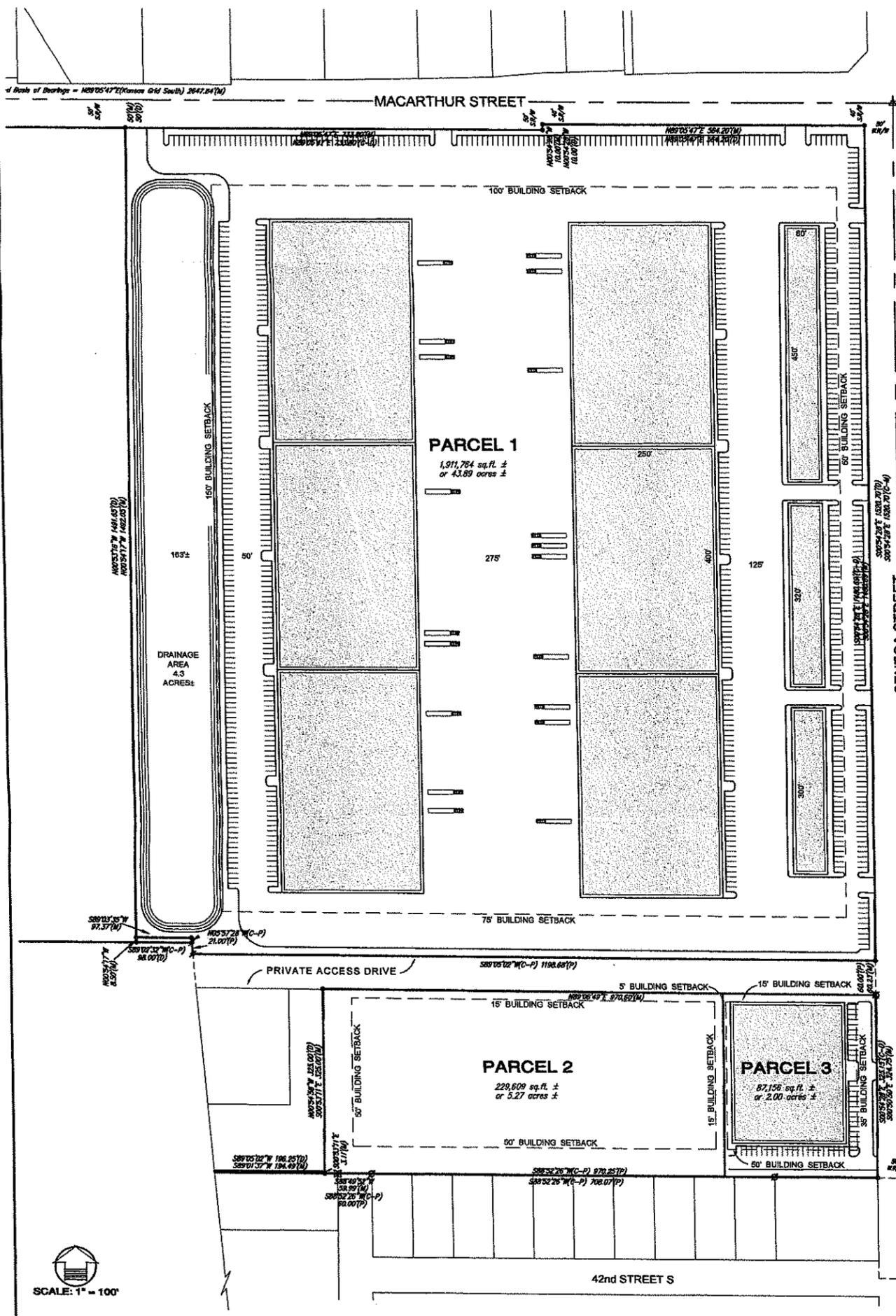
ATTEST:

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

# LANGE SENECA STREET INDUSTRIAL PLANNED UNIT DEVELOPMENT PUD2015-01



## PARCEL 1

- A. Net Area: 1,911,764 sq. ft. ± or 43.89 acres ±
- B. Maximum Building Coverage: 700,000 sq. ft. or 36.6 percent ±
- C. Maximum Gross Floor Area: 700,000 sq. ft.
- D. Floor Area Ratio: 36.6 percent
- E. Maximum building height: 80 feet, except for any other structures exempt by the UZC.
- F. Setbacks: See Drawing
- G. Access Points: Three (3) access drives to MacArthur Road as indicated on drawing. Four (4) access drives to Seneca Street as indicated on drawing.
- H. Permitted Uses: See General Provision #5.

## PARCEL 2

- A. Net Area: 229,609 sq. ft. ± or 5.27 acres ±
- B. Maximum Building Coverage: 80,000 sq. ft. or 34.8 percent
- C. Maximum Gross Floor Area: 90,302 sq. ft.
- D. Floor Area Ratio: 35 percent
- E. Maximum building height: 50 feet, except for any other structures exempt by the UZC.
- F. Setbacks: See Drawing
- G. Access Points: Shared access to Seneca Street via Parcel 1
- H. Permitted Uses: See General Provision #5.

## PARCEL 3

- A. Net Area: 87,156 sq. ft. ± or 2.00 acres ±
- B. Maximum Building Coverage: 50,000 sq. ft. or 57.4 percent ±
- C. Maximum Gross Floor Area: 50,000 sq. ft.
- D. Floor Area Ratio: 57.4 percent ±
- E. Maximum building height: 50 feet, except for any other structures exempt by the UZC.
- F. Setbacks: See Drawing
- G. Access Points: Two (2) access drives to Seneca Street as indicated on drawing (with one providing access to Parcel 2).
- H. Permitted Uses: See General Provision #5.

## LEGAL DESCRIPTION:

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgewick County, Kansas described as beginning at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1520.70 feet, to a point 1118.80 feet north of the southeast corner of said Northeast Quarter; also being the northeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgewick County, Kansas; thence S89°05'02"W, along the north line of Lot 1, in said South Lake Addition, 1248.68 feet to a deflection point in the north line of said Lot 1; thence N03°57'28"W, along an easterly line of said Lot 1 extended north, 28.53 feet; thence S89°05'02"W, parallel with the northern most north line of said Lot 1, and 8.50 feet normally distant north of the northern most north line of said Lot 1, 97.25 feet; thence N02°53'16"W, 1461.65 feet to a point on the north line of said Northeast Quarter; said point being 1348.00 feet east of the northeast corner of said Northeast Quarter; thence N82°03'47"E, along the north line of said Northeast Quarter, 1348.00 feet to the Point of Beginning. Subject to Road Right of Way of Record TOGETHER WITH a portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgewick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1520.70 feet, to a point 1058.80 feet north of the southeast corner of said Northeast Quarter; also being the southeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgewick County, Kansas and for a point of beginning; thence continuing S00°54'28"E, along the east line of said Northeast Quarter, 324.87 feet to the northeast corner of Stroh Addition, Wichita, Sedgewick County, Kansas; thence S89°05'02"W, along the north line of said Stroh Addition, and Stroh 5th Addition, Wichita, Sedgewick County, Kansas, 970.25 feet; thence N00°54'59"W, perpendicular to the northern most south line of Lot 1 in said South Lake Addition, 328.71 feet, to a point on the northern most south line of Lot 1 in said South Lake Addition; thence S89°05'02"E, along the northern most south line of Lot 1 in said South Lake Addition, 1020.38 feet calculated per deed, and 1020.38 feet calculated per plot to the Point of Beginning. Subject to Road Right of Way of record TOGETHER WITH a portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgewick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1520.70 feet, to a point 1118.80 feet north of the southeast corner of said Northeast Quarter; also being the northeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgewick County, Kansas; thence S89°05'02"W, along the north line of Lot 1, in said South Lake Addition, 1248.68 feet to a deflection point in the north line of said Lot 1; thence N03°57'28"W, along an easterly line of said Lot 1, 21.00 feet to the point of beginning; thence S89°05'02"E, along the northern most north line of said Lot 1, 98.00 feet; thence N00°53'16"W, 8.50 feet to a point 8.50 feet normally distant north of the northern most north line of said Lot 1; thence S89°05'02"E, parallel with the northern most north line of said Lot 1, 87.25 feet; thence S89°05'02"E, along an easterly line of said Lot 1, as extended north, 8.53 feet to the Point of Beginning; TOGETHER WITH a portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgewick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 2230.84 feet, to a point 734.83 feet north of the southeast corner of said Northeast Quarter, to the northeast corner of Stroh Addition, Wichita, Sedgewick County, Kansas; thence S89°05'02"W, along the north line of said Stroh Addition, and Stroh 5th Addition, Wichita, Sedgewick County, Kansas, 970.25 feet to the point of beginning; thence continuing S89°05'02"W, along the north line of Lot 4 in said Stroh 5th Addition, 184.03 feet to the east line of Lot 1, South Lake Addition to the City of Wichita, Sedgewick County, Kansas; thence N03°57'28"W, along the east line of Lot 1 in said South Lake Addition, 4.18 feet, said point also being 1088.77 feet north of the southeast corner of Lot 1 in said South Lake Addition; thence S89°05'02"E, parallel with the northern most south line of Lot 1 in said South Lake Addition, 186.25 feet; thence S00°54'59"E, 3.71 feet to the Point of Beginning.

## REVISIONS:

- Draft Planned Unit Development Filed: January 12, 2015
- Draft Planned Unit Development Revised: January 27, 2015
- Approved by MAPC:
- Approved by City Council:

## GENERAL PROVISIONS:

1. Total Land Area: 2,226,528 sq. ft. ± or 51.16 acres  
Total Gross Floor Area: 840,302 sq. ft.  
Total Floor Area Ratio: 37.7 percent
2. Parking requirements shall be calculated at 1 parking space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock or similar material.
3. Setbacks are as indicated on the P.U.D. drawing.
4. A Drainage Plan shall be submitted to Public Works Department for approval. Required guarantees for drainage shall be provided at the time of platting improvements.
5. Uses in Parcel 1 shall be limited to those permitted by-right in the "L" Limited Industrial district, except the following: correctional facility; correctional placement residence; limited and general; day reporting center; kennel; boarding/breeding/training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or county; tattooing and body piercing facility (city); tavern and drinking establishment; asphalt or concrete plant, limited and general; and grain storage. Parcels 2 and 3 may permit single-family, two-family, and multi-family residential uses.
6. Access shall be limited to three openings to MacArthur Road, and six openings to Seneca Street as indicated on the Plan, and as approved by the City Engineer. There shall be no access permitted to the private access drive indicated on the plan without authorization from the property owner. The access opening may be up to 36 feet in width to accommodate truck traffic on each frontage for Parcel 1 and for Parcel 3. Access for Parcel 2 to Seneca Street shall be provided for by a cross-lot access agreement or similar easement.
7. Screening shall be per Unified Zoning Code; however, any fences or walls shall be constructed of a consistent pattern and color.
8. Landscaping will be per the Landscape Ordinance.
9. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: (1) no outdoor storage or work areas shall be permitted in any building setback; and (2) no required off-street parking space or loading area shall be utilized for storage. Outdoor storage areas may be surfaced with crushed rock or similar material.
10. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along MacArthur Road and Seneca Street, and any residentially-zoned property.
11. Setbacks shall be as shown.
12. No overhead doors or loading docks within 50 feet of residential zoning.
13. All signs shall be limited to signs that would be allowed in the "LC" Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting MacArthur Road and Seneca Street.
14. The design layout shown on the plan illustrates only one development concept. Slight modifications to the location of improvements may be permitted, provided they meet all requirements of this plan.
15. Amendments, adjustments or interpretations to this P.U.D. shall be done in accordance with the Unified Zoning Code.
16. Development may be phased based on the ability to provide adequate water and sanitary sewer infrastructure.
17. The Transfer of title of all or any portion of land included within the Planned Unit Development (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
18. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
19. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.

**PUD2015-01**  
LANGE  
SENECA STREET INDUSTRIAL  
PLANNED UNIT DEVELOPMENT

**Baughman**  
ENGINEERING | SURVEYING | PLANNING  
LANDSCAPE ARCHITECTURE

**EXCERPT MINUTES OF THE FEBRUARY 19, 2015 WICHITA-SEDGWICK COUNTY  
METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: PUD2015-00001** - TCRS, LLC (Jeff Lang) / Baughman Company, P.S. (Russ Ewy) request a City zone change request from SF-5 Single family Residential and LC Limited Commercial to a PUD Planned Unit Development on property described as:

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as beginning at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1520.70 feet, to a point 1119.80 feet north of the southeast corner of said Northeast Quarter, also being the northeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgwick County, Kansas; thence S89°05'02"W, along the north line of Lot 1, in said South Lake Addition, 1248.68 feet to a deflection point in the north line of said Lot 1; thence N05°57'28"W, along an easterly line of said Lot 1 extended north, 29.53 feet; thence S89°02'32"W, parallel with the northern most north line of said Lot 1, and 8.50 feet normally distant north of the northern most north line of said Lot 1, 97.25 feet; thence N00°53'16"W, 1491.65 feet to a point on the north line of said Northeast Quarter, said point being 1348.00 feet west of the northeast corner of said Northeast Quarter; thence N89°05'47"E, along the north line of said Northeast Quarter, 1348.00 feet to the Point of Beginning. Subject to Road Right of Ways of Record (Parcel B contains 2,047,056.6 square feet or 46.994± acres (Gross including Road Right of Ways), or 1,911,763.9 square feet or 43.888± acres (Net excluding Road Right of Ways)).

AND

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1580.70 feet, to a point 1059.80 feet north of the southeast corner of said Northeast Quarter, also being the southeast corner of South Lake Addition to the City of Wichita, Kansas, Sedgwick County, Kansas and for a point of beginning; thence continue S00°54'28"E, along the east line of said Northeast Quarter, 324.97 feet to the northeast corner of Stein Addition, Wichita, Sedgwick County, Kansas; thence S88°52'26"W, along the north line of said Stein Addition, and Stein 5th Addition, Wichita, Sedgwick County, Kansas, 970.25 feet; thence N00°54'58"W, perpendicular to the northern most south line of Lot 1 in said South Lake Addition, 328.71 feet, to a point on the northern most south line of Lot 1 in said South Lake Addition; thence S89°05'02"E, along the northern most south line of Lot 1 in said South Lake Addition, 1020.29 feet calculated per deed, and 1020.38 feet calculated per plat to the Point of Beginning. Subject to Road Right of Ways of record (Parcel C contains 332,941.7 square feet, or 7.643± acres (Gross including Road Right of Ways), or 316,764.6 square feet, or 7.272± acres (Net excluding Road Right of Ways)).

AND

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 1520.70 feet, to a point 1119.80 feet north of the southeast corner of said Northeast Quarter, also being the northeast corner of South Lake

Addition to the City of Wichita, Kansas, Sedgwick County, Kansas; thence S89°05'02"W, along the north line of Lot 1, in said South Lake Addition, 1248.68 feet to a deflection point in the north line of said Lot 1; thence N05°57'28"W, along an easterly line of said Lot 1, 21.00 feet to the point of beginning; thence S89°02'32"W, along the northern most north line of said Lot 1, 98.00 feet; thence N00°53'16"W, 8.50 feet to a point 8.50 normally distant north of the northern most north line of said Lot 1; thence N89°05'02"E, parallel with the northern most north line of said Lot 1, 97.25 feet; thence S05°57'28"E, along an easterly line of said Lot 1, as extended north, 8.53 feet to the Point of Beginning (Parcel D contains 830.3 square feet or 0.019± acres).

AND

A portion of the Northeast Quarter of Section 18, Township 28 South, Range 1 East, of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the northeast corner of said Northeast Quarter; thence S00°54'28"E (assumed), along the east line of said Northeast Quarter, 2230.64 feet, to a point 734.83 feet north of the southeast corner of said Northeast Quarter, to the northeast corner of Stein Addition, Wichita, Sedgwick County, Kansas; thence S88°52'26"W, along the north line of said Stein Addition, and Stein 5th Addition, Wichita, Sedgwick County, Kansas, 970.25 feet to the point of beginning; thence continue S88°52'26"W, along the north line of Lot 4 in said Stein 5th Addition, 194.03 feet to the east line of Lot 1, South Lake Addition to the City of Wichita, Sedgwick County, Kansas; thence N05°57'28"W, along the east line of Lot 1 in said South Lake Addition, 4.15 feet, said point also being 1068.77 feet north of the southeast corner of Lot 1 in said South Lake Addition; thence S89°05'02"E, parallel with the northern most south line of Lot 1 in said South Lake Addition, 196.25 feet; thence S00°54'58"E, 3.71 feet to the Point of Beginning (Parcel E contains 644.7 square feet or 0.015± acres).

**BACKGROUND:** The applicant is seeking to rezone approximately 51 unplatted acres located at the southwest corner of West MacArthur Road and South Seneca Street from the SF-5 Single-Family Residential (SF-5) and Limited Commercial (LC) districts to the Planned Unit Development (PUD) #45 District. The majority of the property is undeveloped and has been for many years, as far as staff can determine. The northeastern corner of the site, approximately 7.6 acres, is zoned LC. A portion of the LC zoned land previously contained a convenience store or gas station. The convenience store/gas station has recently been demolished. The proposed PUD is to be divided into three parcels. Parcel 1 is proposed to permit those uses permitted by right in the Limited Industrial (LI) district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding, breeding and training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city; tattooing and body piercing facility; tavern and drinking establishment; asphalt or concrete plant, limited and general and grain storage. Parcels 2 and 3 permit single-family, two-family and multi-family residential uses. The property is bisected by a private access road that divides Parcel 1 from Parcels 2 and 3 that is not owned by the applicants. Parcel 2 does not have frontage on a public road and will rely upon an access easement from Seneca Street through Parcel 3, unless the applicant is able to obtain permission to use the private access drive.

Land surrounding the application area is zoned LC, SF-5, MF-29 Multi-Family Residential (MF-29) or General Industrial (GI). Land north of West MacArthur Road is developed with a utility substation, car wash, retail store or is vacant. Land east of South Seneca Street is developed with

a natural gas service substation, offices and equipment yard, retail store or single-family residential. Land located south of the application area is developed with apartments or vacant. Land to the west is vacant or is apartments.

Planned Unit Development zoning is a special purpose zoning district that is intended to encourage innovative land planning and design and can be used to reduce or eliminate inflexibility that can sometimes result from strict application of the basic requirements of individual zoning districts; allows greater freedom in selecting the means to provide light, air and open space to projects; allows development to take advantage of special site characteristics or land uses and allows for deviation from certain zoning standards that would otherwise apply if not contrary to the general spirit and intent of the zoning code.

The PUD proposes the following development standards:

1. Total land area is 2,228,528 square feet or 51.16 acres. Total gross floor area of 37.7 percent or 840,302 square feet.
2. Off-street parking spaces at the rate of one space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock or similar material.
3. Building setbacks are as indicated on the PUD drawing.
4. A drainage plan shall be submitted to Public Works Department for approval. Required guarantees for drainage improvements shall be provided at the time of platting.
5. Parcel 1 is proposed to permit those uses permitted by right in the Limited Industrial (LI) district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, boarding, breeding and training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city; tattooing and body piercing facility; tavern and drinking establishment; asphalt or concrete plant, limited and general and grain storage. Parcels 2 and 3 permit single-family, two-family and multi-family residential uses. The property is bisected by a private access road that divides Parcel 1 from Parcels 2 and 3.
6. Three points of access are proposed along MacArthur Road, six openings along South Seneca; no access to the private drive without permission of the owner of the private drive and access to Parcel 2 is to be provided by access agreement from South Seneca through Parcel 3.
7. Screening is to be per Unified Zoning Code requirements and all screening fences or walls shall share a consistent pattern and color.
8. Landscaping is to be per the Landscape Ordinance.
9. Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: 1) no outdoor storage or work areas shall be permitted in any building setback; and 2) no required off-street parking space or loading area shall be utilized for storage. Outdoor storage areas may be surfaced with crushed rock or similar material.
10. Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along MacArthur Road and Seneca Street, and any residentially zoned property.
11. Setbacks are as shown on the PUD.

12. No overhead doors or loading docks shall be permitted within 50 feet of residential zoning.
13. All signs shall be limited to signs that would be allowed in the LC Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site advertising uses located within this tract that shall be allowed to have signage placed on signs fronting MacArthur Road and Seneca Street.
14. The design layout shown on the plan illustrates only one development concept. Slight modifications to the location of improvements may be permitted provided they meet all requirements of the plan.
15. Amendments, adjustments or interpretations to this PUD shall be done in accordance with the Unified Zoning Code.
16. Development may be phased based on the ability to provide adequate water and sanitary sewer infrastructure.
17. The transfer of title of all or any portion of land included within the PUD (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns.
18. The development of this property shall proceed in accordance with the development plan as recommended and approved by the Planning Commission and approval by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.
19. Any major changes in this development plan shall be submitted to the Planning Commission and to the governing body for consideration.

The engineering division of Public Works has reviewed the proposed site plan and is requesting the following modifications: 1) line up the middle driveway to West MacArthur Road with the driveway at 1240 West MacArthur Road; 2) move the easternmost driveway to West MacArthur Road a point 200 feet from the centerline of Seneca Street and limit it to a right-out/right-in only entrance; 3) increase the distance of the northernmost driveway to South Seneca Street to 200 feet from the centerline of West MacArthur Road and limit it to a right-in/right-out only entrance; 4) line up the second driveway to Seneca Street south of MacArthur Road with the driveway across the street (if it does not already) 5) limit the northernmost driveway to Parcel 3 to right-in/right-out only and allow full movement on the southernmost driveway to Parcel 3.

Access through Parcel 3 to Parcel 2 may be the most desirable, especially if the site is developed as depicted on the PUD drawing. Traffic from Parcel 2 will have to drive through the parking lot of Parcel 3 to get to and from south Seneca Street.

**CASE HISTORY:** The SF-5 zoning was applied when the property was annexed by the city. The LC zoning was granted in 1958 as part of a city-wide zoning action that granted LC zoning on 600-foot by 600-foot (measured from the center line of the section line road) tracts of land located at certain corners at the intersection of section line roads.

**ADJACENT ZONING AND LAND USE:**

North: LC and SF-5; Kansas Gas Service substation, car wash, retail store, vacant  
 South: MF-29; apartments

East: GI, LC, MF-29; natural gas service substation, equipment yard, retail store, single-family residential

West: MF-29, SF-5; apartments, vacant

**PUBLIC SERVICES:** Sanitary sewer is located along the western and southern property lines. Water lines are located on all sides of the subject property except the west. Stormwater lines are located along the northern property line and part of the application area's eastern boundary. The applicant should consult with the Public Works Department to verify if the nearby facilities are directly useable or if additional facilities would be required to serve the site. West MacArthur Road's half-street right-of-way varies from 40 to 50 feet; the standard width is 60 feet and 75 feet at the intersection. Right-of-way needs and access should be finalized at the time of platting.

**CONFORMANCE TO PLANS/POLICIES:** The "2030 Wichita Functional Land Use Guide" map depicts the site as appropriate for urban residential uses. The urban residential category encompasses the full range of residential development densities and types typically found in a large urban municipality, such as single-family detached, duplexes, multi-family or mobile home parks.

The South Wichita/Haysville Area Plan "Future Land Use" map depicts the site as appropriate for residential and commercial retail uses.

**RECOMMENDATION:** Based upon the information available at the time the staff report was prepared, it is recommended that the request be approved subject to platting within one year and the development standards contained on the face of the approved PUD drawing, unless specifically modified by the recorded plat. The location of driveways, building setbacks, street right-of-way and the location of stormwater detention features may be modified by the plat and will not require adjustment or amendment of the PUD drawing.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The land surrounding the application area has a mix of zoning districts and a mix of uses. Land surrounding the application area is zoned LC, SF-5, MF-29 Multi-Family Residential (MF-29) or General Industrial (GI). Land north of West MacArthur Road is developed with a utility substation, car wash, retail store or is vacant. Land east of South Seneca Street is developed with a natural gas service substation, offices and equipment yard; retail store or single-family residential. Land located south of the application area is developed with apartments or vacant. Land to the west is vacant or is apartments. MacArthur Road and Seneca Street are both four-lane arterials that carry between 7,000 and 16,000 vehicles on an average day.
2. **The suitability of the subject property for the uses to which it has been restricted:** The majority of the property is currently zoned SF-5 (43.4 acres) and LC (7.6 acres). The SF-5 district is a zoning classification that primarily permits single-family residential uses and a few institutional uses such as churches and schools by right. The LC district permits a broad range of retail commercial uses that do not require outdoor storage or display. The presence of the GI zoned natural gas service facility located to the east and the utility substation to the north may be a limiting factor for development of the site with

single-family homes. Based upon the fact the vast majority of the property is vacant and has always been vacant and the GI zoning to the east, it seems reasonable to conclude that there is little market appetite for SF-5 uses at this location.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed PUD would allow for a much broader range of office, commercial and light industrial uses not currently permitted on the site. Traffic, noise, lighting and general commotion will increase when compared to the current undeveloped site. The proposed development standards and required plat improvements should minimize anticipated impacts.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: If successful, the project could become an employment center for that part of south Wichita. Denial would presumably represent a loss of economic opportunity to the applicant or the property owner.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” map depicts the site as appropriate for urban residential uses. The urban residential category encompasses the full range of residential development densities and types typically found in a large urban municipality, such as single-family detached, duplexes, multi-family or mobile home parks. The South Wichita/Haysville Area Plan “Future Land Use” map depicts the site as appropriate for residential and commercial retail uses. The requested change is not in conformance with adopted plans; however, the recommendations made by those plans probably reflect a desire to maintain the status quo in the absence of specific proposals for more intense uses.
6. Impact of the proposed development on community facilities: If developed with industrial uses, heavy truck traffic in the area will likely increase. The site appears to have access to water, sanitary sewer and stormwater facilities. The site has access to arterial streets. If improvements are needed, they can be obtained as part of the platting process.

**DALE MILLER**, Planning Staff presented the Staff Report.

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

**B. JOHNSON** moved, **FOSTER** seconded the motion, and it carried (12-0).



**INTEROFFICE  
MEMORANDUM**

---

**TO:** MAPC  
**FROM:** Case Bell, Community Liaison  
**SUBJECT:** PUD2015-01  
**DATE:** March 2, 2015

**Bill Longnecker, Planning**, presented on a request for the establishment of Planned Unit Development 2015-00001 to permit uses allowed in the LI Limited Industrial district and residential uses. The applicant is seeking to rezone approximately 51 unplatted acres located at the southwest corner of West MacArthur Road and South Seneca Street from the SF-5 Single-Family Residential (SF-5) and Limited Commercial (LC) districts to the Planned Unit Development (PUD) #45 District. The majority of the property is undeveloped and has been for many years, as far as staff can determine. The northeastern corner of the site, approximately 7.6 acres, is zoned LC. A portion of the LC zoned land previously contained a convenience store or gas station. The convenience store/gas station has recently been demolished.

**There were no questions or comments.**

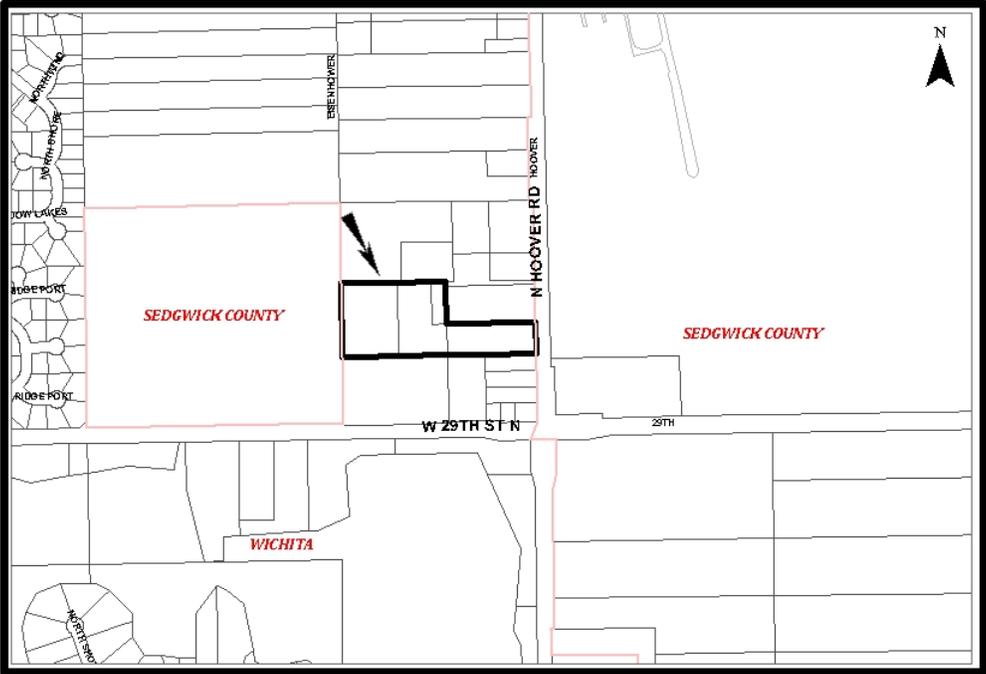
**The DAB IV members voted 10-0 to recommend approval of the request, subject subject to platting within one year and the development standards contained on the face of the approved PUD drawing, unless specifically modified by the recorded plat. The location of driveways, building setbacks, street right-of-way and the location of stormwater detention features may be modified by the plat and will not require adjustment or amendment of the PUD drawing.**

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council  
**SUBJECT:** SUB2014-00042 -- Plat of J.R. Sandlian Addition Located North of 29<sup>th</sup> Street North, on the West Side of Hoover Road (District V)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (9-0)



**Background:** The site, consisting of one lot on 7.98 acres, is located within Wichita. A zone change (ZON2014-00003) has been approved from Single-Family Residential (SF-5) and Limited Commercial (LC) to Limited Industrial (LI). A conditional use (CON2014-00011) has been approved for a wrecking and salvage yard.

**Analysis:** The site has been approved by the City’s Environmental Health Department for the use of on-site sanitary sewer and water facilities. The applicant has submitted a Restrictive Covenant that prohibits non-domestic wastes on the site until public sewer is available. The applicant has provided a No Protest Agreement for Future Sewer Extension. The applicant has provided a No Protest Agreement for Future Water Extension.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Financial Considerations:** There are no financial considerations associated with the plat.

**Legal Considerations:** The Law Department has reviewed and approved the Restrictive Covenant, No Protest Agreement for Future Sewer Extension and No Protest Agreement for Future Water Extension as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Attachments:** Restrictive Covenant.  
No Protest Agreement for Future Sewer Extension.  
No Protest Agreement for Future Water Extension.  
Ordinance.

COPY

**RESTRICTIVE COVENANT**

THIS RESTRICTIVE COVENANT made this 26 day of January, 2015 by William G. and Laurie J. Stone, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described real property, to-wit:

Lot 1, Block 1, J.R. Sandlian Addition

WHEREAS, the above-described real property does not presently have access to a public sanitary sewer system,

and

WHEREAS, the Declarant has voluntarily chosen to impose restrictions on the development and sewer usage for the subject property as a condition of the platting process.

NOW, THEREFORE, Declarant hereby restricts the above described real property as follows:

1. Only domestic sewage and domestic gray water shall drain into a septic system, if a septic system is approved. No wastewater generated from equipment or tool washing, or from commercial or business operations shall drain into the system. No floor drains shall be connected to the system.

2. Only domestic sewage and domestic gray water shall drain into an on-site alternative sewer system, if an on-site alternative sewer system is approved. No wastewater generated from equipment or tool washing, or from commercial or business operations shall drain into the system. No floor drains shall be connected to the system.

3. A sewage holding tank may be approved if determined to suit the needs of the facilities by the City of Wichita Environmental Health or appropriate governing body at time of permit application.

4. Upon issuance of a holding tank permit, the property owner shall enter into a contract with a license septic waste hauler to pump the sewage holding tank and dispose of the waste on a regular basis often enough to prevent overflow of the tank. A copy of the current contract must be furnished to the City of Wichita Environmental Health or appropriate governing body at the time of permit application. The owner shall maintain pumping records including receipts and manifests of disposal and provide them for inspection upon request by the City of Wichita Environmental Health or appropriate governing body at time of permit application.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of City of Wichita and or County. No



(My Commission Expires: 4/3/2017)

SEAL



APPROVED AS TO FORM:

---

Sharon Dickgrafe, Interim Director of Law

**NO PROTEST AGREEMENT FOR FUTURE SEWER EXTENSION**

This Agreement made and entered into this 26 day of January, 2015 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and William G. Stone and Laurie J. Stone, Owners, party of the second part (hereinafter "Owners")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owners and property owned by others; and

WHEREAS, Owners desire to have certain improvements to their property; Owners are the owners of real property legally described as:

Lot 1, Block 1, J.R. Sandlian Addition  
and

WHEREAS, the City wishes to insure that the said real property owned by Owners will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to said real property, without making necessary the submittal of petitions for sanitary sewer improvements to serve said property.
2. Owners, on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a sanitary sewer extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owners of their right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owners' said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owners shall constitute covenants running with the land described herein.

STATE OF KANSAS        )  
                                  ) SS:  
COUNTY OF SEDGWICK)

We, William G. and Laurie J. Stone, owners of Lot 1, Block 1, J.R. Sandlian Addition, do hereby certify that the No Protest Agreement for future extension of sanitary sewer improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lot 1, Block 1, J.R. Sandlian Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements

Signed this 26 day of January, 2015

William G. Stone  
William G. Stone, Owner

Laurie J. Stone  
Laurie J. Stone, Owner

CITY OF WICHITA

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

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

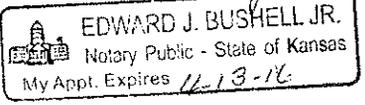
STATE OF KANSAS )  
                          ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 26 day of January, 2015, before me, a Notary Public, in and for the County and State aforesaid, came William G. Stone, owner, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Edward J. Bushell Jr.  
Notary Public

My Commission Expires: April 13, 2016

SEAL  EDWARD J. BUSHELL JR.  
Notary Public - State of Kansas  
My Appt. Expires 4-13-16

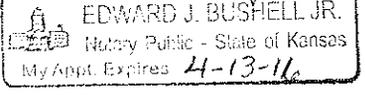
STATE OF KANSAS )  
                          ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 26 day of January, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Laurie J. Stone, owners, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Edward J. Bushell Jr.  
Notary Public

My Commission Expires: April 13, 2016

SEAL  EDWARD J. BUSHELL JR.  
Notary Public - State of Kansas  
My Appt. Expires 4-13-16

STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_

Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Dickgrafe, Interim Director of Law

**NO PROTEST AGREEMENT FOR FUTURE WATER EXTENSION**

This Agreement made and entered into this 26 day of January, 2015 by and between the City of Wichita, Kansas, party of the first part (hereinafter "City") and William G and Laurie J. Stone, Owners, party of the second part (hereinafter "Owners")

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owners and property owned by others; and

WHEREAS, Owners desire to have certain improvements to their property; Owners are the owners of real property legally described as:

Lot 1, Block 1, J.R. Sandlian Addition  
and

WHEREAS, the City wishes to insure that the said real property owned by Owners will be included in the improvement district responsible for that portion of the costs of said future improvements that are to be assessed pursuant to the provision of K.S.A. 12-6a01 et seq.

NOW THEREFORE, the parties hereto agree as follows:

1. City shall grant Owners' request for subject plat to said real property, without making necessary the submittal of petitions for waterline improvements to serve said property.
2. Owners, on their own behalf and on behalf of their heirs, assigns and successors in interest, irrevocably waive their right, pursuant to K.S.A. 12-6a01, to protest the commencement of the construction and subsequent assessment for costs of a waterline extension undertaken by the City, but nothing contained herein shall be deemed to be a waiver by Owners of their right to challenge, pursuant to K.S.A. 12-6a11 the reasonableness of the portion of the cost of said construction assessed against Owners' said real property.

A copy of this Agreement shall be recorded with the Register of Deeds and the promises herein made by Owners shall constitute covenants running with the land described herein.

STATE OF KANSAS        )  
                                  ) SS:  
COUNTY OF SEDGWICK)

We, William G. and Laurie J. Stone, owners of Lot 1, Block 1, J.R. Sandlian Addition, do hereby certify that the No Protest Agreement for future extension of water improvements has been submitted to the City Council of the City of Wichita, Kansas.

As a result of the above-mentioned No Protest Agreement for improvements, lots or portions thereof within Lot 1, Block 1, J.R. Sandlian Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements

Signed this 26 day of January, 2015.

William G. Stone  
William G. Stone, Owner

Laurie J. Stone  
Laurie J. Stone, Owner

CITY OF WICHITA

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

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS )  
                          ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 26 day of January, 2015, before me, a Notary Public, in and for the County and State aforesaid, came William G. Stone, owner, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Margaret L. Ague  
Notary Public

My Commission Expires: April 3, 2017



STATE OF KANSAS )  
                          ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 26 day of January, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Laurie J. Stone, owner, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

Margaret L. Ague  
Notary Public

My Commission Expires: April 3, 2017



STATE OF KANSAS     )  
                                  ) SS:  
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor of The City of Wichita, a Municipal Corporation, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have set my hand and affixed my seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon Dickgrafe, Interim Director of Law

(OCA150004)

Published in The Wichita Eagle on APRIL 10, 2015

**ORDINANCE NO. 49-972**

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. ZON2014-00003**

Zone change request from Single-Family Residential (SF-5) and Limited Commercial (LC) to Limited Industrial (LI) on property described as:

J.R. Sandlian Addition, Wichita, Sedgwick County, Kansas.

Generally located north of 29<sup>th</sup> Street North, on the west side of Hoover Road.

**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 7th day of April, 2015.**

**ATTEST:**

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

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney  
& Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Mayor and City Council

**SUBJECT:** A15-03 - Request by Cadillac Lake LLC to Annex Lands Generally Located at the Southeast Corner of 29<sup>th</sup> Street North and Maize Road (District V)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

---

**Recommendation:** Approve the annexation request and place the ordinance on first reading.

**Background:** The City has received a request to annex approximately 72.08 acres of land generally located at the southeast corner of 29<sup>th</sup> Street North and Maize Road. The annexation area is bordered by property located within the City of Wichita's incorporated area on all four sides.

**Analysis:**

**Land Use and Zoning:** The annexation area consists of approximately 72.08 acres zoned "SF-20" Single-Family Residential and is undeveloped. The applicant has requested a zoning change to "LC" Limited Commercial along with the Cadillac Lake Community Unit Plan for the 30.66 acres of the subject property. The request is scheduled to be considered by the Wichita-Sedgwick County Metropolitan Area Planning Commission on April 16, 2015, and District Advisory Board V on April 20, 2015. Adjacent properties to the west, north, and south are zoned "LC" Limited Commercial and are developing with mixture of commercial uses. Adjacent properties the east, north, and south are zoned "SF-5" Single-Family Residential and are developing with single-family residences.

**Public Services:** Water and sanitary sewer service are available to serve the site. The necessary petitions and/or in-lieu-of assessment fees will be acquired through the platting process.

**Street System:** The annexation area abuts 29<sup>th</sup> Street North and Maize Road. Both are five-lane arterial streets. The Cadillac Lake Community Unit Plan proposes three major access drives to 29<sup>th</sup> Street North and two major access drives to Maize Road, but final access controls will be determined through the platting process.

**Public Safety:** Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. The nearest City station is Fire Station No. 21 at 2110 N. 135<sup>th</sup> St. W. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

**Parks:** The nearest park is Sunset Park at 1851 N. Keith, approximately one mile south of the subject property. The Parks, Recreation and Open Space Plan recommends future development of a new park on the wetland portion of the subject property.

**School District:** The annexation property is part of Unified School District 266 (Maize School District). Annexation will not change the school district.

**Comprehensive Plan:** The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

**Financial Considerations:** The current approximate appraised value of the proposed annexation lands, according to County records, is \$143,230 with a total assessed value of \$20,757. Using the current City levy ( $\$32.509/\$1000 \times$  assessed valuation), this property would yield approximately \$674 in City annual property tax revenues upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating to develop the site with mixture of commercial uses over a 20-year period totaling almost 1.5 million square feet at an estimated appraised value after completion of \$53.5 million. Assuming the current City levy remains about the same, this would yield approximately \$434,800 in City annual tax revenues.

**Legal Considerations:** The property is eligible for annexation under K.S.A. 12-517, *et seq.* The annexation ordinance has been reviewed by the Law Department and approved as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

**Attachments:** Map Sheet  
Ordinance

# Planning Agenda

Item: \_\_\_\_\_

A15-03

Attachment No. 1

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

**General Location:** Generally located at the southeast corner of 29<sup>th</sup> Street North and Maize Road

**Address:** 10121 W. 29<sup>th</sup> St. N.

**Reason(s) for Annexation:**

72.08

Area in Acres

Request

2

Existing population (est.)

Unilateral

1

Existing dwelling units

Island

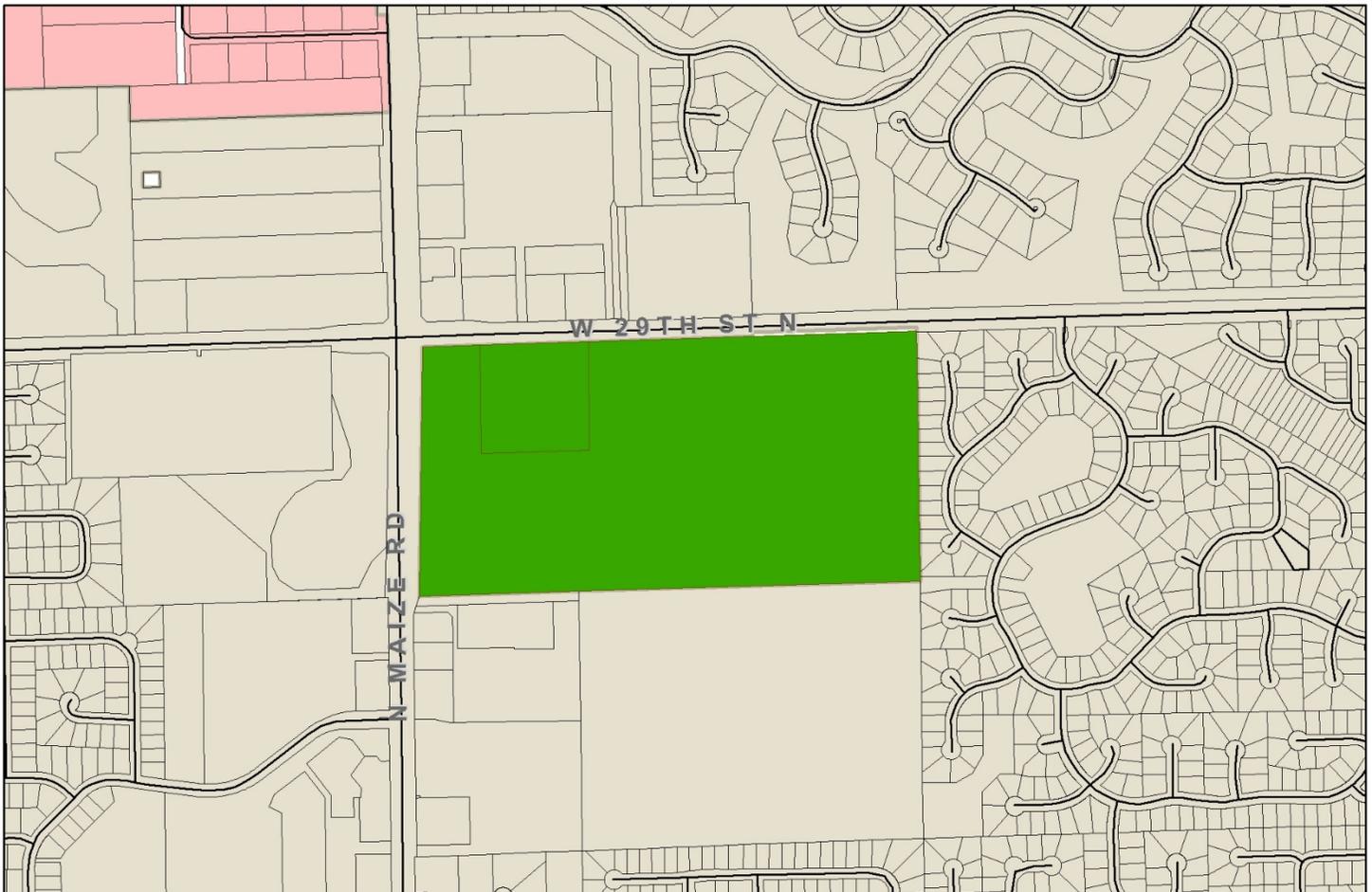
0

Existing industrial/commercial units

Other:

Existing zoning:

"SF-20" Single Family Residential



- ANNEXATION AREA
- WICHITA
- MAIZE
- UNINCORPORATED



Software: ArcGIS  
 Map Data Sources: City of Wichita, Sedgewick County  
 Prepared: 2/9/09  
 It is understood that while the City of Wichita Data Center/Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the base map, the Data Center-GIS personnel make no warranty or representation, either expressed or implied, with respect to the information or data displayed.  
 Note: Public property represented on this map is not intended to be inclusive.

OCA150004

PUBLISHED IN THE WICHITA EAGLE ON APRIL 10, 2015

ORDINANCE NO. 49-973

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN  
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE  
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.  
(A15-03)

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

SECTION 1. The governing body, under the authority of K.S.A. 12-517, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District V:

Government Lots 3 and 4 in Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, EXCEPT the North 50 feet thereof.

And Also: That part of 29th Street South right-of-way described as the south 20.00 feet of the north 50.00 feet of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

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

ADOPTED at Wichita, Kansas, this April 7, 2015.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to form:

---

Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** Airfield Snow Equipment Storage Facility  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the top-ranked proposer, Smith Construction Company, Inc., approve contract for design-build services, and approve the capital budget adjustment.

**Background:** On October 28, 2014, the Wichita Airport Authority (WAA) approved design-build services evaluation and selection criteria for an Airfield Snow Equipment Storage Facility project as required by Charter Ordinance No. 111. Subsequently, a request for proposals (RFP) was publicly solicited and proposals were received to provide design-build services for the development of an Airfield Snow Equipment Storage Facility on Eisenhower Airport. On February 17, 2015, the staff screening and selection committee unanimously selected Smith Construction Company as the top-ranked proposer based upon price and experience with similar construction. The scope of this project includes the design and construction of a 25,000 square foot metal building with surrounding paved areas and infrastructure. The purpose of this facility is to store equipment used for airfield snow and ice control on Eisenhower Airport.

On January 28, 2014, the WAA approved a project budget of \$3,035,000 for improvements that included site paving, drainage improvements, enhanced security, a vehicle security gate, potassium acetate storage and containment facility, lighting, communications and utilities in this area. Excluding the pending Airfield Snow Equipment Storage Facility, the nearly completed enabling improvements that were done under separate contracts cost a total of \$2.6 million.

**Analysis:** As a condition of maintaining a commercial operating certificate and as requisite for future eligibility of airfield snow and ice control equipment purchases through the Airport Improvement Program grants-in-aid, the Federal Aviation Administration (FAA) requires certificate holders to store equipment in a sheltered and heated environment. Current storage is no longer sufficient to satisfy this requirement. An aircraft hangar was previously used as a temporary means to store the equipment until a permanent structure could be built. With the recent demolition of the hangar to make room for the new terminal facility, that structure is no longer available to store airfield snow equipment.

**Financial Considerations:** The contract includes a stipulated “lump sum” amount of \$928,363 for the design and construction of the structure and supporting infrastructure. In addition to the stipulated “lump sum,” the Airport received competitive unit costs for placed and finished concrete paving. Based upon the very competitive and favorable unit prices received, it is the Airport’s intent to add additional exterior paving adjacent to this structure as operational needs warrant and further definition is developed. Any

contract value change will be handled through the standard change order process within the project budget.

A budget increase of \$690,000 is requested to bring the capital project total to \$3,725,000. The increase is needed to complete funding for the design-build contract costs plus a five percent contingency, as well as the additional exterior pavement work estimated at \$150,000. The Airport's capital improvement program has sufficient budget capacity to fund this project due to certain significant street side pavement repairs originally identified for 2014/2015 being delayed to 2016. This budget increase is funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue.

**Legal Considerations:** The RFP, evaluation, and selection process was performed in accordance with Charter Ordinance No. 111, and City of Wichita Administrative Regulation 1.2. The contract for design-build services has been reviewed and approved by the Law Department.

**Recommendations/Actions:** It is recommended that the WAA approve the top-ranked proposer, Smith Construction Company, Inc., approve the contract for design-build services, authorize necessary signatures, and approve the capital budget adjustment.

**Attachments:** Proposed contract for design-build services with Smith Construction Company, Inc.

**CONTRACT FOR DESIGN-BUILD SERVICES**  
Airfield Snow Equipment Storage Facility

**AGREEMENT** made as of the **24th** day of **March** in the year **2015**.

**BETWEEN** the Owner:

**Wichita Airport Authority**  
**2173 Air Cargo Road**  
**Wichita, Kansas 67209**

and the Design-Builder:

**Smith Construction Company, Inc.**  
**4620 Esthner**  
**Wichita, KS 67213**

for the following Project:

Wichita Mid-Continent Airport Airfield Snow Equipment Storage Facility as outlined in RFP#FP540001, addenda issued thereafter, and supporting documents added as Exhibits to this Agreement.

The Owner and Design-Builder agree as follows:

*[Table of Articles on following page.]*

**TABLE OF ARTICLES**

- 1 DESIGN-BUILD DOCUMENTS**
- 2 WORK OF THIS AGREEMENT**
- 3 COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION**
- 4 CONTRACT SUM**
- 5 PAYMENTS**
- 6 DISPUTE RESOLUTION**
- 7 MISCELLANEOUS PROVISIONS**
- 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS**

**TABLE OF EXHIBITS**

- A REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION  
PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR  
AGREEMENTS**
- B Design and Construction Specifications, dated 03-06-2015**
- C-1 Project Location and Site Plan, dated 12-19-2014**
- C-2 Building Layout, dated 12-10-2014**
- D PERFORMANCE/MAINTENANCE BOND**
- E STATUTORY BOND**
- F Design-Builder's Warranty**

**ARTICLE 1 DESIGN-BUILD DOCUMENTS**

**§ 1.1** The Design-Build Documents form the Design-Build Contract. The Design-Build Documents consist of this Agreement between Owner and Design-Builder (hereinafter, referred to as the "Agreement"), enumerations of the Design-Build Documents by reference, and attached Exhibits. The Design-Build Documents shall not be construed to create a contractual relationship of any kind: (1) between the engineer and Owner; (2) between the Owner and a subcontractor; or (3) between any persons or entities other than the Owner and Design-Builder,

including but not limited to consultants which may be retained by the Design-Builder to prepare or review and/or certify the plans and Specifications. An enumeration of the Design-Build Documents appears in **ARTICLE 8**.

§ 1.2 This Agreement represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.3 This Agreement may be amended or modified only by a Modification. A Modification is: (1) a written amendment to the Design-Build Contract signed by both parties; (2) a Change Order signed by both parties; or, (3) a written order for a minor change in the Specifications issued by the Owner that has no effect on the Stipulated Sum or project durations, or adjustments of unit quantities as established under Section 4.2.2.

## **ARTICLE 2 WORK OF THE DESIGN-BUILD CONTRACT**

§ 2.1 The Design-Builder shall fully perform the work in accordance with the Specifications attached to this Agreement unless otherwise modified. The work, more fully specified in the **Exhibit B Design and Construction Specifications**, and **Exhibits C-1 and C-2** shall generally include:

§ 2.1.1 All building structure design and construction, and equipment, systems and appurtenances attached thereto;

§ 2.1.2 All sub-grade, pavement, drainage, elevation and utility design drawings, including stormwater systems design, which shall be reviewed and stamped by a civil engineer (PE) licensed in the state of Kansas.

## **ARTICLE 3 COMMENCEMENT, SUBSTANTIAL AND FINAL COMPLETION**

§ 3.1 The date of commencement shall be the date of this Agreement unless provision is made for the commencement date to be fixed in a notice-to-proceed issued by the Owner after the date of Agreement

§ 3.2 The Work Time shall be measured from either the date of commencement, or notice-to-proceed if later than the Agreement date, subject to adjustments of this Contract Time. If the Design-Builder fails to achieve completion of the work by the date(s) determined in this part, it is understood and the Design-Builder hereby agrees that deductions may be made from the moneys due the Design-Builder, to a maximum of the contract price, for each calendar day any work remains incomplete, not as a penalty or as retainage but as liquidated damages. Design-Builder will not be liable if performance failure arises out of causes beyond its control and without fault or negligence of the Design-Builder (e.g., acts of God, war, fires, floods, freight embargoes), but ordinary weather delays shall not be used to extend the deadline set in this part. If the damages so calculated exceed the amount yet to be paid the Design-Builder, the

Design-Builder shall remain liable for the difference, and shall timely pay that obligation.

**§ 3.3** The Owner shall issue notice-to-proceed (NTP #1) for design, ordering of materials, and a second notice-to-proceed (NTP #2) for the start of construction following final design approval by the Owner and building permits obtained.

**§ 3.4** The Design-Builder agrees to complete design and obtain building permit on or before the expiration of **sixty (60) CALENDAR DAYS** from NTP #1. Extension of this duration, if any extension is granted, may only be affected by Modification as set forth in Section 1.3.

**§ 3.5** The Design-Builder agrees to achieve Substantial Completion on or before the expiration of **one hundred thirty-three (133) CALENDAR DAYS** from NTP #2. Extension of this duration, if any extension is granted, may only be affected by Modification as set forth Section 1.3.

**§ 3.6** The Design-Builder agrees to achieve Final Completion on or before the expiration of **thirty (30) CALENDAR DAYS** after the date of Substantial Completion. Extension of this duration, if any extension is granted, may only be affected by Modification as set forth in Section 1.3.

**§ 3.7** Liquidated damages may be assessed against the Design-Builder for failure to complete the work within the times specified in the amount of:

Substantial Completion **TWO HUNDRED DOLLARS (\$200.00) PER CALENDAR DAY**

Final Completion **TWO HUNDRED DOLLARS (\$200.00) PER CALENDAR DAY**

Liquidated damages shall bear interest from the day they arise at the rate of 18% per annum. Design-Builder acknowledges that payment of liquidated damages by set off from retainage avoids these interest charges, and is to its advantage. Therefore, Design-Builder hereby authorizes such set-off, should an instance arise that in the opinion of the Owner triggers the obligation for liquidated damages. Such set-off shall thereafter not be considered retainage, but may be challenged, if required, only as an independent equitable obligation, separate and distinct from the public construction contract.

#### **ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Design-Build Agreement. The Contract Sum shall be the sums in accordance with Section 4.2 below.

**§ 4.2 Stipulated Sum**

**§ 4.2.1** The Stipulated Sum shall be **nine hundred twenty-eight thousand three hundred and sixty-three dollars (\$928,363)**, unless amended or Modified in accordance with the provisions of Section 1.3 this Agreement. This Stipulated Sum represents compensation for the basic Project work to be performed under this Agreement as defined and represented in Exhibits B, C-1 and C-2.

**§ 4.2.2** Additions and/or deductions, if requested by the Owner, to the work shall be based upon agreed final quantities and unit prices, as applicable, identified in Section 4.2.2.1 below.

**§ 4.2.2.1** Unit prices are as follows:

<u>Description 1</u>	<u>Units</u>	<u>Price per Unit (add/ded)</u>
Eight inches (8") placed and finished concrete paving to include stabilization and base.	One (1) square yard	<b>\$53.72</b>
<u>Description 2</u>	<u>Units</u>	<u>Price per Unit (add/ded)</u>
Six inches (6") placed and finished concrete paving to include stabilization and base.	One (1) square yard	<b>\$48.60</b>
<u>Description 3</u>	<u>Units</u>	<u>Price per Unit (add/ded)</u>
Four inches (4") placed and finished concrete paving to include stabilization and base.	One (1) square yard	<b>\$40.60</b>

**§ 4.3 Changes in Work**

Adjustments of the Stipulated Sum as defined in Section 4.2.1 due to Changes in Work may be determined only by a Modification as set forth in Section 1.3.

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

**§ 5.1.1** Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments of the Contract Sum to the Design-Builder as provided below and elsewhere in the Agreement.

**§ 5.1.2** The period covered by each Application for Payment shall be one (1) calendar month ending on the last day of the month.

**§ 5.1.3** The Owner shall make payment to the Design-Builder not later than thirty (30) calendar days from the date a correct Application for Payment is received.

**§ 5.1.4** The Design-Builder shall submit each application for payment in the format and detail and with the supporting documents required by Owner, along with other required reporting data.

**§ 5.1.5** With each Application for Payment the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

**§ 5.1.6** In review and processing of the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made either: a) a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 5.1.4 or 5.1.5, or other supporting data; b) exhaustive or continuous on-site inspections; or c) examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid on account of the Agreement. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

**§ 5.1.7** Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site. (If approved in advance by the Owner, suitably stored at a location agreed upon in writing.)

## **§ 5.2 Retainage**

**§ 5.2.1** From the total of the amount determined to be payable on an Application for Payment, five percent (5%) of such total amount will be deducted and retained by the Owner until the final payment is made except. The balance ninety-five percent (95%) of the amount payable, less all previous payments, shall be certified for payment.

**§ 5.2.2** When not less than 95 percent of the work has been completed the Design-Builder may, at his discretion, prepare an estimate from which will be retained an amount not less than 1.5 times the Contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

**§ 5.2.3** It is understood and agreed that the Design-Builder shall not be entitled to demand or receive partial payment based on quantities of work or actual materials purchased in excess of those provided in the **ARTICLE 4** or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined to be a part

of the final quantity for the item of work in question.

§ 5.2.4 No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All progress payments are subject to correction at the time of final payment.

### § 5.3 Progress Payments – Stipulated Sum

§ 5.3.1 Applications for Payment shall indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment.

§ 5.3.2 Subject to the terms and conditions of **ARTICLE 5**, final (100%) of the amount of the residual balance of the Contract Sum for the total project cost shall be made upon successful and Final Completion of the project. Successful Final Completion requires satisfaction of all contractual and regulatory reporting requirements. Partial or progress payments shall be made no more frequently than monthly as set forth in this **ARTICLE 5**.

§ 5.3.3 The purchase of all materials associated with this project are sales tax exempt under the laws of the State of Kansas, and the Owner shall not pay to the Design-Builder any sales tax for materials, materials or services purchase. A Sales Tax Exemption Certificate shall be provided to the Design-Builder by the Owner.

### § 5.4 Final Payment

Final payment, including retainage, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder no later than 30 calendar days after the Design-Builder has fully performed the Design-Build Agreement, including satisfaction of all reporting requirements, completion of “punch-listed” items, and submittal of “as-built” record drawings, except for the Design-Builder’s responsibility to correct non-conforming work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

## **ARTICLE 6 DISPUTE RESOLUTION**

The Design-Builder agrees, notwithstanding anything to the contrary contained in the bid documents or the Agreement to be awarded herein, that the Owner shall not be subject to arbitration and any clause relating to arbitration contained in the documents or in the Agreement to be awarded herein between the two parties shall be null and void.

## **ARTICLE 7 MISCELLANEOUS PROVISIONS**

§ 7.1 Design professionals and consultants engaged by the Design-Builder shall be persons or entities experienced, qualified and duly licensed to practice their professions in the state Kansas.

§ 7.2 The Design-Builder's Designated Representative shall be authorized to act on the Design-Builder's behalf with respect to the Project.

§ 7.3 Design-Builder's Designated Representative shall not be changed without prior notice to the Owner. Design-Builder will change its designated representative upon 10 days written request made by Owner.

§ 7.4 The Design-Builder understands and agrees that all representations, certifications and assurances made by the Design-Builder within the initial proposal and addenda, and any written representations shall apply under this Agreement as if fully rewritten herein.

§ 7.5 The Design-Builder, in performing the work required under this Agreement, agrees to comply with the provisions of the Non-Discrimination Equal Employment Opportunity/Affirmative Action Program requirements of the City of Wichita attached hereto as Exhibit A and incorporated herein by reference.

§ 7.6 For good cause, and as consideration for executing this Agreement, the Design-Builder, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the Owner all rights, title, warranties, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the owner pursuant to this Agreement.

§ 7.7 Design-Builder understands that it shall be solely responsible for the design of the Project and the means, methods, techniques, sequences and procedures of construction in connection with completion of the work. Design-Builder warrants the design and construction to be free from negligent errors and omissions, both for itself and all its subcontractors, and in compliance with all applicable federal, state and local regulations and codes.

§ 7.8 The rights of each party under this Agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

§ 7.9 The Design-Builder understands all Agreement documents are the property of the Owner and shall not be used by the Design-Builder for any purpose other than the work to be performed under this Agreement.

#### § 7.10 Warranty

§ 7.10.1 Design-Builder Warranty: The Design-Builder shall warranty the Project as described in **Exhibit F**, attached to and made a part of this Agreement. Warranty begins at Final Completion and acceptance by Owner.

§ 7.10.2 Product and Material Warranty: The Design-Builder shall provide Owner with all written standard or extended warranties as provided by manufacturers for equipment, systems and building materials, conveyed or transferred in the name of Owner.

**§ 7.11 Insurance**

**§ 7.11.1** Design-Builder shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below or higher amounts if required by the Owner in the Agreement. Insurance shall be furnished by a company licensed to do business in Kansas.

**§ 7.11.2** Insurance certificates shall be issued on a standard ACORD form and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless approved by the Owner, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received by the Owner prior to the commencement of work.

**§ 7.11.3** All insurance certificates will state that all coverages are in effect and shall not be cancelled or non-renewed without providing Owner, as Additional Insured, the same notice provided under the policy terms to Design-Builder. The Owner reserves the right to request and receive for review certified copies of any and all insurance policies to which this Contract is applicable prior to commencement of work. The failure of Owner to reject the Design-Builder's certificate of insurance shall not be deemed to constitute an acceptance by the Owner of a deficient certificate of insurance. If the Design-Builder fails to procure or maintain any of the specified coverages the Owner has the right, but not the obligation, to secure the coverage and charge the cost to the Design-Builder along with a 20% administrative fee.

**§ 7.11.4** The Design-Builder shall be responsible for determining the types and limits of insurance coverage required by their subcontractors. At a minimum, subcontractors shall carry Workers' Compensation, commercial general liability or professional liability insurance, as appropriate (minimum of \$1,000,000 per occurrence) and commercial automobile liability (minimum of \$1,000,000 combined single limit). Design-Builder shall require in their subcontracts that the Wichita Airport Authority, City of Wichita and others as may be required by Agreement shall be added as primary and non-contributory additional insureds (including completed operations) on the subcontractors commercial general liability policy, commercial automobile liability policy and excess liability policy.

**§ 7.11.5** The requirements, procurement and carrying of the required insurance shall not limit any of the Design-Builder's obligations or liability under this Agreement or as a matter of law.

**§ 7.11.6** Insurance shall include the following terms and conditions:

**§ 7.11.6.1 Workers' Compensation**

Design-Builder shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas and when applicable to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

Employers Liability Limits	\$1,000,000/\$1,000,000/\$1,000,000
----------------------------	-------------------------------------



§ 7.12 The Design-Builder shall comply with all federal, state and local laws, statutes, regulations and ordinances, and rules and regulations of the Wichita Airport Authority and standard operating procedures which may pertain to the providing of services under this Agreement.

§ 7.13 General Provisions.

Federal Aviation Act, Section 308. Nothing herein contained shall be deemed to grant the Design-Builder any exclusive right or privilege within the meaning of Section 308 of the Federal Aviation Act or the conduct of any activity on Airport except that, subject to the terms and provisions of this Agreement and incidental to completion of this project.

Subordination to Agreements with the U.S. Government. This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between Owner and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to Owner for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. Owner covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

Non-Waiver of Rights. No waiver or default by either party of any of the terms, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, covenants or conditions herein contained, to be performed, kept and observed by the other party.

Notices. Notices required herein may be given by registered certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices to Owner shall be delivered as follows:

**Wichita Airport Authority  
2173 Air Cargo Road  
Wichita Eisenhower National Airport  
Wichita, Kansas 67209**

Until any such change is made, notices to Design-Builder shall be delivered as follows:

**Smith Construction Company, Inc.  
P.O. Box 13213  
Wichita, KS 67213**

Captions. The captions/headings of the several Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or

intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Severability. If one or more clauses, sections or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the parties hereto agree that the material rights of either party shall not be affected thereby.

Waiver of Claims. Design-Builder hereby waives any claim against Owner and its officers or employees for loss of anticipated profits caused by any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or by any judgment or award in any suit proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. The parties waive all claims against each other for incidental and consequential damages to include lost profits or revenues, equipment rental, office overhead, etc.

Right to Develop Airport. The parties hereto further covenant and agree that Owner reserves the right to further develop or improve Airport Terminal and all landing areas and taxiways as it may see fit, regardless of the desires or view of Design-Builder and without interference or hindrance.

Incorporation of Exhibits. All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

Incorporation of Required Provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

Non-Liability of Agents and Employees. No member, officer, agent or employees of Owner shall be charged personally or held contractually liable by or to the other party under the terms or provisions of this Agreement or because of any breach thereof or because of its or their execution or attempted execution.

Successors and Assigns Bound. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

Right to Amend. In the event that the Federal Aviation Administration (FAA) or its successors require modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of Airport, or otherwise, Design-Builder agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required.

Time of Essence. Time is of the essence in this Agreement.

Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

Relationship of the Parties. It is understood Design-Builder is not in any way or for any purpose a partner or joint venturer with or an agent of Owner. Design-Builder shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

Interpretation. Owner and Design-Builder hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

Kansas Laws to Govern. This Agreement and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas.

## **ARTICLE 8 ENUMERATION OF THE DESIGN-BUILD DOCUMENTS**

§ 8.1 The Design-Build Documents are enumerated as follows:

§ 8.1.1 The Agreement is this executed edition of the Standard Form of Agreement between Owner and Design-Builder, AIA Document A141-2004, as amended.

§ 8.1.2 The Supplementary and other Conditions of the Agreement are as follows:

§ 8.1.2.1 Request for Proposals #FP540001

§ 8.1.2.2 The Design-Builder's Proposal, dated February 6, 2015

§ 8.1.2.3 **Exhibit A** REVISED NON-DISCRIMINATION ANDEQUAL  
EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION  
PROGRAMREQUIREMENTS STATEMENT FOR CONTRACTS OR  
AGREEMENTS

§ 8.1.2.4 **Exhibit B** Design and Construction Specifications, dated 03-06-2015

§ 8.1.2.5 **Exhibit C-1** Project Location and Site Plan, dated 12-19-2014  
**Exhibit C-2** Building Layout, dated 12-10-2014

§ 8.1.2.6 **Exhibit D** PERFORMANCE/MAINTENANCE BOND

§ 8.1.2.7 **Exhibit E** STATUTORY BOND

§8.1.2.8 **Exhibit F** Design-Builder's Warranty

**This Agreement entered into as of the day and year first written above**

**Wichita Airport Authority (Owner)**

**Smith Construction Company, Inc.  
(Design-Builder)**

\_\_\_\_\_  
Carl Brewer, Chairman  
Wichita Airport Authority Board

\_\_\_\_\_  
W. Alan Smith, President  
Smith Construction Company, Inc.

**Attest:**

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

\_\_\_\_\_  
*(name of attesting party)*

\_\_\_\_\_  
Victor D. White, Director of Airports

**Approved as to form:**

\_\_\_\_\_  
Sharon Dickgraf, City Attorney

**Exhibit A**  
(Revised 8-23-10)

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

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

**AIRFIELD SNOW EQUIPMENT STORAGE FACILITY**

**Wichita Dwight D. Eisenhower National Airport**

**Design and Construction Specifications**

**Date: March 6, 2015**

## INDEX OF SPECIFICATIONS

<b>Division</b>	<b>Division Title</b>	<b>Page</b>
DIVISION 1	GENERAL REQUIREMENTS .....	3
DIVISION 2	EXISTING CONDITIONS .....	8
DIVISION 3	CONCRETE .....	9
DIVISION 5	METALS.....	11
DIVISION 7	THERMAL & MOISTURE PROTECTION .....	13
DIVISION 8	OPENINGS.....	14
DIVISION 9	FINISHES .....	15
DIVISION 10	SPECIALTIES .....	16
DIVISION 13	SPECIAL CONSTRUCTION.....	17
DIVISION 22	PLUMBING .....	18
DIVISION 23	HEATING, VENTILATION AND AIR CONDITIONING .....	19
DIVISION 26	ELECTRICAL .....	20
DIVISION 27	COMMUNICATIONS .....	22
DIVISION 28	ELECTRONIC SAFETY AND SECURITY.....	23
DIVISION 31	EARTH WORK.....	24
DIVISION 32	EXTERIOR IMPROVEMENTS.....	25
DIVISION 33	UTILITIES .....	26

## DIVISION 1 - GENERAL REQUIREMENTS

### 1.1 Design Services

- a. Contractor shall provide Owner with project schematic design (SD) drawings for review and approval prior to commencement of any construction. The Owner will have no less than ten (10) business days to review and provide comment to SD.
- b. Contractor shall provide Owner with project SD drawings for all utility tie-in locations for review and approval prior to commencement of any construction. The Owner will have no less than ten (10) business days to review and provide comment to SD.
- c. The Contractor shall provide geotechnical testing, testing reports and analysis to the Owner to demonstrate, to the Owner's reasonable satisfaction, that sub-grade material, preparation and compactions are adequate and sufficient for the intended facility use.
- d. The Contractor shall provide Owner with "value engineering" services, which for the purposes of this project, shall include consulting and advising the Owner and making recommendations in regard to any reasonably changes, improvements, modifications, additions, reductions, substitutions in products and services set forth under these Specifications that may have the effect of reducing the total project cost and without compromising or substantially reducing the overall quality, safety or functionality of the facilities. The Contractor shall promptly advise the Owner of any known deficiencies, errors or omissions that may be contained in these Specifications, and make recommendations for alternative remedies.
- e. All sub-grade, pavement, drainage, elevation and utility design drawings shall be reviewed and stamped by a civil engineer (PE) licensed in the state of Kansas.
- f. After project completion, Owner to be provided with one (1) print and one (1) CAD complete set of drawings which depicts the actual as-built conditions of the completed construction. Owner to be provided with one (1) print and one (1) electronic copy of all permits, reports, Inspections etc. which depicts the actual as-built conditions of the completed construction.
- g. The Contractor shall provide a site survey. Building corner coordinates approved by the FAA will be provided to the contractor.
- h. Design of the building and apron concrete will carry the weight of the Airports heaviest vehicle GVW of 80,000 lbs.

## **1.2 Operations and Maintenance Manuals**

- a. Contractor is to provide Owner one (1) paper and one (1) electronic copy of complete sets of operations and maintenance (O&M) manuals for all building equipment and control devices prior to project final completion.

## **1.3 Project Work Site Safety**

- a. Contractor is responsible to provide a safety plan to Owner prior to the notice to proceed. Plan is to include but not limited to, the safety of Contractor employees and subcontractors, regard to the safety of surrounding Airport tenants, safe use of Airport roadways and pedestrian safety.
- b. Contractor is responsible to provide any necessary safety equipment, i.e. fencing, barricades, reflective cones and signs.
- c. All OSHA standards, as well as Contractor submitted safety plan is to be followed to ensure the safety of construction workers.
- d. Contractor is to provide Owner with contact information in the event of a jobsite emergency involving personnel or property.
- e. Contractor is to immediately report any emergency that involves personal injury, damage to property or fire to the Airport Police & Fire Division.

Airport Police & Fire Division: 946-4740

Airport Maintenance Division: 946-4753

## **1.4 Work Site Requirements**

- a. Contractor will be responsible for badging, escorting, gate guard and vehicle inspection of all work in the Air Operations Area (AOA). All work on the AOA will enter through a secure perimeter gate. Contractor may either provide a gate guard assigned to the gate during project work hours to inspect for appropriate badging and perform vehicle inspections; or, open/close gate and perform same procedures as necessary for vehicle and personnel access to the secured AOA. Cost of all security I.D. badging, background checks and training for construction personnel will be provided by the owner at no-cost to contractor. A copy of the Standard Operating Procedure (SOP) #5 Air Operations Area Procedures is included in the documents and is to serve as a guide for operating on the AOA. For more information on badging go to [www.flywichita.com](http://www.flywichita.com). At the bottom of the page is a link called ID BADGES.

OR, at the contractor's option,

- b. Contractor may install a temporary security / construction fence around entire project. Fence will consist of an 8' high chain link fence with 3 rows of barb wire on top. No material storage or equipment within 10 feet of the fence perimeter. Required signage will be installed by owner. Once the temporary security /construction fence is approved by owner and installed by contractor, further work within the construction area will not require badge, escort, gate guard or vehicle inspection. Installation and removal of the security / construction fence will require a security badge, escort, gate guard or vehicle inspection. Temporary security/construction fencing must comply with requirements identified in ADDENDUM #1 to RFP NO. – FP540001 entitled "Wichita Airport Authority Temporary Security Fence Specifications (May 4, 2011).
- c. Contractor is to provide a covered jobsite trash container for the disposal of discarded materials.
- d. Contractor is to keep the premises and surrounding area free from the accumulation of waste material or rubbish caused by construction operation.
- e. Contractor shall not cause or allow blowing dust on/from the jobsite, and if necessary, shall perform dust control.
- f. Upon project completion, Contractor is responsible for the removal of all construction equipment, construction materials and trash.
- g. Contractor is required to document the disposal location of discarded materials removed from the jobsite and provide Owner with copy of documentation.
- h. Contractor will take all possible precautions to protect the building and surrounding area from damage. Contractor must immediately report any damage including but not limited to: Buildings, systems, utilities, cabling, concrete & pavement and equipment. Contractor will be responsible to repair any damage prior to receiving final payment.
- i. Contractor assumes all responsibility for job site security and any loss of its equipment, tools, building materials and building contents.
- j. Contractor is to store all equipment and building materials in a safe and secure manner for the duration of the building project.
- k. Contractor and employee vehicle parking, storage, staging, lay down, etc. will be specified by Owner prior to project start date.
- l. Contractor is responsible to provide sanitary provisions for their employees.
- m. The use of a temporary crane will not exceed 100ft in height. The crane will be lowered at night and when not in use. Temporary crane must be obstruction marked and lighted (orange or orange and white flags and flashing red lights).

### **1.5 Work Schedule**

- a. Unless otherwise approved by the Owner, all work is to be performed Monday through Friday within daylight hours. Weekend or city holiday work must have prior approval by Owner, and will not be unreasonably denied upon Contractor request.
- b. Within two (2) weeks of notice-of-award the Contractor shall provide to Owner the project work schedule.

### **1.6 Standard of Workmanship**

- a. All work shall be accomplished in a good and workmanship like manner in accordance with generally accepted standard of care in the construction industry.

### **1.7 Construction Staging Area**

- a. The Owner shall provide an area to the Contractor in close proximity to and/or immediately adjacent to the project work site in appropriate size to accommodate construction lay-down, staging, material storage, parking and job site trailer. Upon project completion the Contractor shall return the construction staging area to its original condition at no additional cost to the Owner.

### **1.8 Permits and Fees**

- a. All work is to be completed in accordance with all federal, state and local building and utility code requirements. Contractor shall be responsible to obtain all required permits and pay all fees required thereof.
- b. Contractor will be responsible for all stormwater requirements to include but not limited to permits, fees, BMP's, inspections and reporting. Owner to receive copies of all storm water permits and inspection reports (section 7.2.10) as required by KDHE and the Stormwater Runoff from Construction Activities General Permit. Provide any requested documentation within 6 hours of the request, and all documentation provided at the end of the project electronically and in a single, bound three ring binder.

**1.9 Utilities for Construction**

- a. Contractor shall be responsible for identifying and marking any existing utilities. It is the contractor's responsibility to contact Kansas One Call and all other utilities in the area. Contractor will be fully responsible to repair/replace any damages that occur to any existing utilities, pavement and structures whether marked or unmarked while completing the utility tie-ins.

## DIVISION 2 – EXISTING CONDITIONS

### 2.1 Selective Demolition

- Remove Job trailer to be relocated. (By owner)
- Remove concrete slab at trailer location. (By owner)
- Remove pole barn to salt/sand storage. (By owner)
- Remove concrete slab and footings at pole barn. (By owner)
- Contractor will cut and cap electric conduit, water line, sewer line and communication conduit for future use in new building.
- Contractor will remove all abandon utility conduit, pipes, wires ect. That are under or will interfere with the construction of the new building. All others abandon in place.
- Remove existing concrete drive 5' beyond footprint of building. (By owner)
- Remove existing trees at new building and trailer new location. (By owner)
- Relocate existing main communication cable that runs under future building. (By owner)

## DIVISION 3 – CONCRETE

### 3.1 Formwork

- a. All forms to be straight material set with adequate bracing and stakes to keep a straight line and not settle during concrete placement.

### 3.2 Concrete Reinforcing

- a. All rebar to be grade 60. Size and spacing of rebar in to be approved and stamped by PE.
- b. Trailer slab concrete and walk through door slabs to have 6x6-6x6 wire mesh.

### 3.3 Concrete Accessories

- a. Furnish and install all anchor bolts imbedded in concrete for pre-engineered structure. Bolt sizes and placement to be as per manufacturer's bolt plans.
- b. Install tie down anchors imbedded in concrete for trailer tie downs.
- c. Install vapor barrier below concrete building slab.

### 3.4 Cast-in-Place Concrete

- a. 100X250 building slab 8" thick concrete with rebar grid and vapor barrier as per PE design.
- b. 2- 30X33 aprons 8" thick concrete with rebar grid as per PE design.
- c. 18X60 pad 4" thick concrete slab with mesh at new job trailer location.
- d. 4X4 pad 4" thick concrete slab with mesh at walk through door locations.
- e. All footings and pads to be 4000 psi rock mix at 28 days.
- f. All floor slabs and aprons to be 4000 psi mix at 28 days.
- g. Replace concrete drive on South side of new building that was removed 5' beyond footprint of building for construction. Approximately 1200 sq. ft. (Price to be addition alternate V.6.b.1 in the RFP)

### **3.5 Concrete Finishes**

- a. Floor slabs to have hard smooth machine trowel finish. Slope all interior concrete to floor drainage system.
- b. All exterior concrete to have light broom finish. Slope all exterior concrete away from structure.
- c. All concrete to be sawed on approximately 12' centers as soon as concrete is set sufficiently.

### **3.6 Concrete Curing**

- a. All concrete to receive one (1) coat of cure-seal compound.

### **3.7 Joint Sealing**

- a. Joints to be sealed with Sonolastic SL2 or approved equal.

### **3.8 Floor Sealer**

- a. Concrete floor to receive Enviroseal 40 floor sealer or approved equal.

## DIVISION 5 – METALS

### 5.1 General Pre-engineered Steel Design

- a. Building structural steel will conform to ASTM-36 steel standard. All material furnished shall be within standard industry tolerance for the material specified for the building stated design conditions. All structural steel to have an electroplated primer coat.

### 5.2 Structure Size

- a. 100' X 250'
- b. Frame is to be clear span interior column free design. Eave height is to be a minimum of 20'. Final frame design is to be as per engineer recommendations and agreed upon by owner.
- c. Roof slope (pitch) is to be 1:12. Final roof height and slope (pitch) design is to be as per engineer recommendation and agreed upon by owner.
- d. The minimum clear height on the mainframes of the structure shall be at least 16' at a distance of 8' from each exterior side walls.

### 5.3 Loading

- a. Structural load to meet or exceed IBC requirements.
- b. Wind load to meet or exceed IBC requirements and ASCE7 standard
- c. Roof to have UL 90 uplift rating.

### 5.4 Sidewall Panels

- a. Side wall panels to be 26 gauge 80,000 psi steel. Panels to have colored baked on enamel finish, Siliconized polyester, or Fluorocarbon coating (Kynar 500) with 25 year warranty furnished by manufacturer. Color TBD by Owner from manufacture standard color options.

### 5.5 Roof Panels

- a. Roof panels 24 gauge, and 80,000 psi steel with galvalume finish. Panels to have colored baked on enamel finish, Siliconized polyester, or Fluorocarbon coating

(Kynar 500) with 25 year warranty as furnished by manufacturer. Roof to be standing seam design. Color TBD by Owner from manufacturer standard color options.

## **5.6 Bollards**

- a.** Install two (2) 5" steel Bollards at Electrical panel. Bollards to be set in full depth concrete no less than 3 feet below grade and 4 feet above grade.
- b.** Install eight (8) 8" steel bollards at exterior and interior of overhead door openings. Bollards to be set in full depth concrete no less than 4 feet below grade and 6 feet above grade.
- c.** Install 5" steel bollards at each interior side wall vertical main frame steel support column. Two (2) 5" bollards 5' high with 10"x10"x1/2 base plates mounted with 4 wedge anchors per base bolted to the floor with a 30" long, 4" x 4" x 5/16" angle welded between bollards.

## DIVISION 7 - THERMAL and MOISTURE PROTECTION

### 7.1 Wall and Roof Insulation

- a. Roof and wall insulation to be standard Metal Building Insulation, R value for this region, vinyl faced.

### 7.2 Pipe Insulation

- a. Install heat trace and insulation on 1" water line under trailer.

### 7.3 Guttering

- a. Building to have 6" heavy duty gutters with 4' x 6" downspouts. Gutters to have same appearance as gable trim. Color TBD by Owner from manufacturer standard color options.

## DIVISION 8 - OPENINGS

### 8.1 Metal Doors

- a. All hollow metal doors as per plans to be eighteen (18) gauge doors with sixteen (16) gauge frames.
- b. All hollow metal doors to have galvanized finish.
- c. Install:
  - i. Two (2) - 36" exterior hollow metal doors with half lite tempered glass at overhead door location.
  - ii. 36" exterior hollow metal doors with half lite tempered glass. Number and location of exterior doors to be determined by building code for egress and location approved by owner.

### 8.2 Overhead Doors

- a. Install Two (2) 24' x 16' overhead doors with operators. Overhead doors to be twenty six (26) gauge steel commercial door, thermal value of 17.50 with steel back cover. No view out windows.
  - i. Overhead Door Corporation 592 Series Thermacore Insulated Steel Doors; 24' x 16'. (White in color)
  - ii. RSX Series operators by Overhead Door Company. Door opener horse power to be as per manufacturer recommendation for door size.
  - iii. Install wireless key pad at each overhead door.
  - iv. Provide 4 vehicle remotes for overhead doors.

### 8.3 Finish Hardware

- a. Hollow metal doors to have cylindrical grade 1 entrance lever lock sets with full size IC core, 626 finish. Door lock sets to be Schlage and keyed to Schlage Primus System. No substitutions.
- b. Hollow metal doors to have closer, floor stop, door sweep, drip cap, threshold and weather seal.

## DIVISION 9 - FINISHES

### 9.1 Painting and Finishes

- a. Exterior Hollow metal doors and frames both sides to receive one (1) coat of primer and one (1) coat of latex enamel paint. Color TBD by Owner.
- b. Bollards to receive one (1) coat of primer and one (1) coat of oil base enamel paint. Color to be safety yellow.
- c. Overhead doors to be pre-finished by manufacturer white in color.
- d. Interior plywood surface at communication location to be receive one (1) primer coat and one (1) coat of interior latex enamel paint.

### 9.2 Special Wall Surfaces

- a. Install liner panels 4' x 8' x  $\frac{3}{4}$ " CDX plywood 8' high. (no finish on plywood)

## **DIVISION 10 – SPECIALTIES**

### **10.1 Fire Protection Specialties**

- a. Provide and install fire extinguishers as per City of Wichita Building and Fire Code.  
(Provided and installed by owner)

### **10.2 Identifying Devices**

- a. Furnish and install ADA signage in accordance with ADA requirements.

## DIVISION 13 - SPECIAL CONSTRUCTION

### 13.1 JOB TRAILER

- a. Set and level trailer on blocks at new location. Entry doors to trailer to face south.
- b. Reinstall skirting around bottom of trailer
- c. Install job trailer tie downs from trailer frame to concrete anchor locations.

## DIVISION 22 - PLUMBING

### 22.1 Plumbing

- b. Connect 4" sanitary sewer to building, line capped during demo. Install clean out in sewer line. Install oil/water separator as required by City of Wichita Code.
- c. Connect job trailer 4" sewer line to 8" sewer main.
- d. Install all gas lines on interior of building and stub out for Kansas Gas Service to install service line and meter.
- e. Connect to 2" water service line capped during demo.
- f. Install isolation ball valve on 2" water supply line entering building.
- g. Install new 1" water line from building to job trailer. Install 1" isolation ball valve at building and 1" ball valve at job trailer. Install heat trace and pipe insulation on water line under trailer.
- h. Install copper for all interior plumbing. All valves to be sweat ball valves.
- i. Four (4) exterior frostless hose bibs one on each side of building location to be approved by owner. Provide isolation ball valve on interior of building within 6' of hose bib.
- j. Four (4) interior hose connections. Provide ball valve with hose connection at 50' on center south wall.
- k. Provide adequate area drains in building. Slope concrete to drains. Pipe area drains to oil/water separator.
- l. Install clean outs in sewer lines per city code.
- m. All plumbing material and work is to be completed as per City of Wichita Code.

## DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING

### 23.1 HVAC Systems

- a. Install sufficient natural gas radiant tube heaters to maintain a minimum temperature of 70 degrees in the building.
  - i. Schwank – Model Premier Schwank (STS-JZ) infrared radiant tube heater, with 10 year warranty on infrared radiant tube.
- b. Install side wall intake and exhaust on all radiant tube heaters.
- c. Digital low voltage programmable setback thermostat control for warehouse tube heaters.
- d. Tube heaters to be mounted at a height above all equipment to avoid damage to equipment.
- e. All mechanical work is to be completed per City of Wichita Code.

### 23.2 Building Ventilation

- a. Install adequate ventilation in warehouse area per City of Wichita Code.
- b. Install side wall exhaust fan with motorized intake and exhaust louvers.

### 23.3 Mechanical Vent Termination

- a. Terminate all vents through sidewall. No vent termination through building roof.

## DIVISION 26 – ELECTRICAL

### 26.1 Primary System

- a. Use existing 3 inch primary conduit that was capped during demo to enter building to step-down transformer.
- b. Install new breaker in 277/480 3p 4w panel for new 75kva transformer.
- c. Install new copper conductors in existing 3" conduit from Airfield Maintenance building one 480v distribution to new 75kva 3 phase transformer location.
- d. Install new 75kva 3 phase transformer at a height to avoid damage from airfield equipment (16 ft. high).
- e. Install necessary conduit and copper conductors from step-down transformer to new 200 amp 120/240 3 phase 42 circuit electrical panel with bolt in breakers.
- f. Install new 3" conduit and copper conductors to reconnect existing 150 amp single phase 120/240v breaker panel in job trailer at new location from 75 kva transformer.
- g. Ground service as per City of Wichita Electrical Code.
- h. All wire to be copper meeting NEC.
- i. Licensed electrical contractor to provide labor and material.
- j. All wire, conduit, breakers, connectors, etc. to be installed to make a fully functional electrical system.

### 26.2 Circuits

- a. Tube heater circuits.
- b. Overhead door circuits.
- c. Warehouse ventilator circuit.
- d. Warehouse light circuits.
- e. Equipment outlet circuits.
- f. Twist lock circuits.
- g. Interior wall outlet circuits.
- h. GFCI circuits at exterior walk through doors
- i. Exterior light circuits.
- j. CCTV camera circuit.
- k. Fire panel.

### **26.3 Light Fixtures**

- a. T5 florescent tube light fixtures in warehouse area. The light fixture is H. E. Williams, Inc. Cat #: 90346398. Owner will provide all lamps. (Provided by owner, installed by contractor).
- b. Eight (8) exterior LED wall packs. Location to be approved by owner. Lithonia #TWR1-LED-350K-MVOLT to match existing buildings.
- c. Warehouse LED emergency lights as per City of Wichita Code
- d. Warehouse LED emergency exit signs per City of Wichita Code.

### **26.4 Outlets**

- a. Twelve (12) 120v 20amp outlets in warehouse. 6 each side of building to plug in equipment.
- b. 120v GFCI exterior outlets at exterior walk through doors.
- c. Four (4) 30 amp 208v twist locks at 50' on center south wall.
- d. One (1) 4 square outlet at Comm. location.
- e. Convenience outlets.
- f. 120v outlet at Southwest corner of building for CCTV camera (verify location with owner)

### **26.5 Switches**

- a. Warehouse interior lights to be on motion sensor.
- b. Exterior LED wall pack lighting to be dusk to dawn. Photo eye controlled.

### **26.6 HVAC Control**

- a. 24v control wire for wall thermostats.

### **26.7 Temporary Electric**

- a. Contractor to connect temporary power to 120/240v 1phase, panel north of Potassium Acetate storage facility.

## DIVISION 27 - COMMUNICATIONS

### 27.1 Communications Cabling Conduit

- a. Use existing 4 inch conduit that was capped during demo to enter building to Communication board location.
- b. Install new 4" conduit 4 feet deep from hand hold to job trailer at new location.
- c. Install new 4x8x3/4 plywood at communication location ½ used for cable punch down ½ used to mount fire alarm cabinet.
- d. Install 1" conduit from communication board to Southwest corner of building for CCTV camera. (Verify location with owner).
- e. Fiber and/or copper cable to be installed in conduit to punch down locations in building and job trailer. (By owner).

## DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

### 28.1 Fire Detection and Warning Devices

- a. Contractor shall furnish and install fire detection/warning devices to City of Wichita Building and Fire Code, and NFPA. Install all necessary wiring, conduit, standard and special boxes and cabinets. Any equipment and wiring not specifically mentioned in this specification, but required for the operation of a completely functional networked system shall be furnished and installed.
- b. Fire protection devices are to be hard wired back to fire panel. System to be compatible with and networked to the current Simplex detection system located at Airport Police & Fire Division.

## DIVISION 31 – EARTH WORK

### 31.1 Grading

- a. All site drainage to meet City of Wichita regulations.
- b. Building pad elevation to be sufficient to maintain positive drainage to existing elevations. Pad elevation to be approved by owner prior to construction.
- c. Any/all necessary fill will be LVC material compacted to 95% standard density.
- d. Contractor may use dirt from WAA stock pile if tested and meets PE compaction requirements.
- e. All stripping and excess footing dirt may be hauled to WAA stock pile.
- f. All fill, stabilization and compaction for under-floor slabs, footings and aprons prior to concrete placement will be designed by PE in accordance with best engineering design practices and derived from data obtained from geotechnical testing report.
- g. Contractor to accomplish all final grading, leveling and surface drainage; including six (6) inches of top-soil. All to be as per final plans stamped by PE.
- h. Install asphalt millings on compacted ground from building aprons to road north of building. Owner to provide asphalt millings.
- i. Install asphalt millings on compacted ground at trailer to park four vehicles with drive to road north of trailer. Owner to provide asphalt millings.

## DIVISION 32 – EXTERIOR IMPROVEMENTS

### 32.1 Landscaping

- a. All landscaping and decorative plantings will be accomplished by Owner.

### 32.2 Fencing

- a. Reinstall all permanent fencing removed for construction.

## DIVISION 33 – UTILITIES

### 33.1 Sanitary Sewer

- a. Tie into existing four (4) inch sanitary sewer for building. Install oil/water separator as needed.
- b. Tie into existing eight (8) inch sewer main with new four (4) inch line from relocated job trailer.

### Storm water

- a. Storm water to be discharged as per engineer design in accordance with City of Wichita Code.

### 33.2 Gas

- a. Gas service line and meter supplied by Kansas Gas Service.
- b. No gas to relocated job trailer.

### 33.3 Water

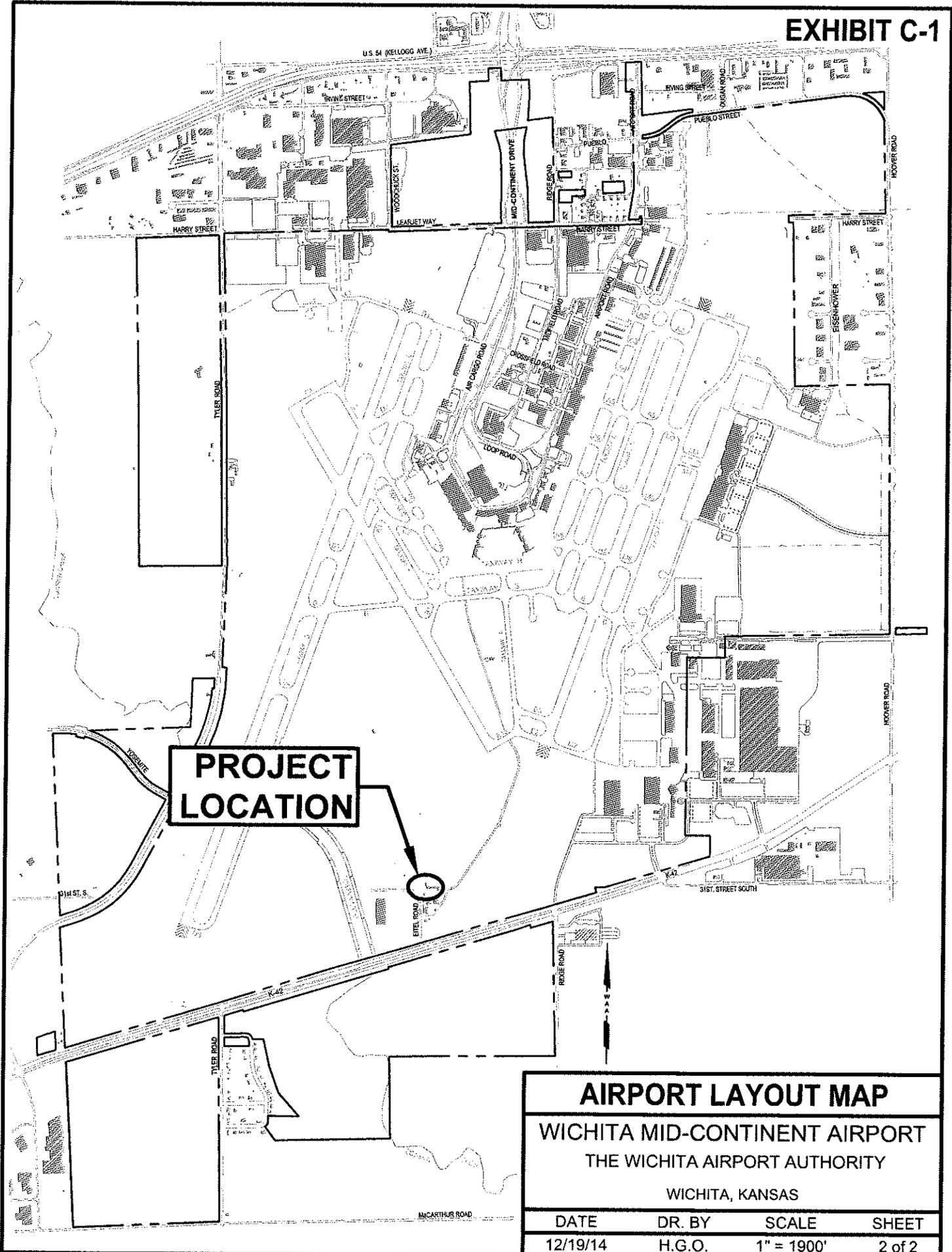
- a. Tie into existing two (2) inch water line. Water line is after meter.
- b. Install 1" water line to relocated job trailer.

### 33.4 Electric

- a. Tie into existing 480v distribution panel at AFM Building 1 to feed 75kva transformer.

### 33.5 Communications

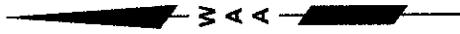
- a. Tie 4" communications conduit into building communication location. (Copper cable and fiber to be installed by owner).
- b. Install 4" conduit from communication handhold to new job trailer location. (Copper cable and fiber to be installed by owner).



**PROJECT  
LOCATION**

<b>AIRPORT LAYOUT MAP</b>			
<b>WICHITA MID-CONTINENT AIRPORT</b>			
<b>THE WICHITA AIRPORT AUTHORITY</b>			
<b>WICHITA, KANSAS</b>			
<b>DATE</b>	<b>DR. BY</b>	<b>SCALE</b>	<b>SHEET</b>
12/19/14	H.G.O.	1" = 1900'	2 of 2

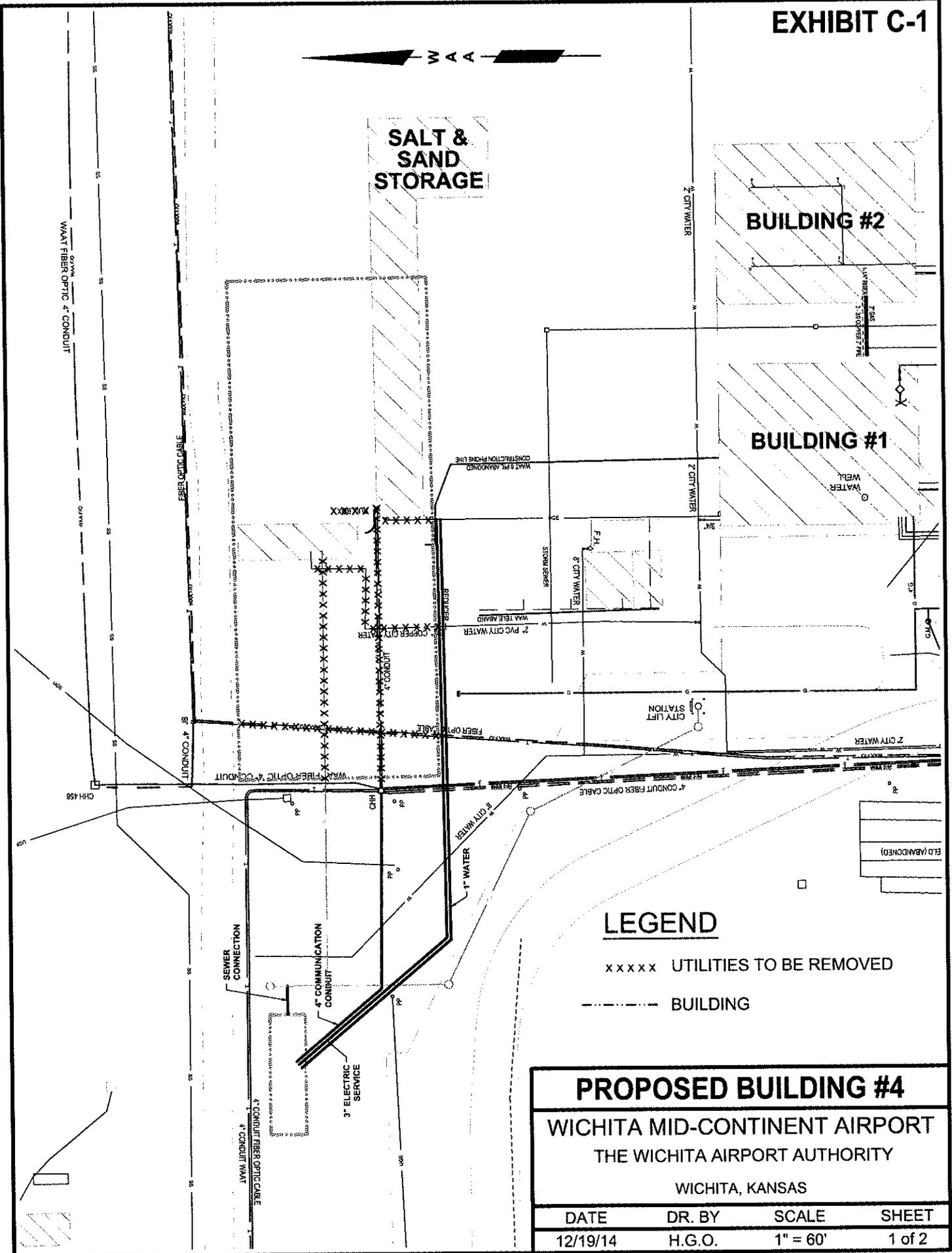
D:\Drawings\216-B-Buildings\K-42 SouthWest Bldg\SCOUTH-Y-MAINT-BLDGSP\Proposed Buildings\Show Removal Equipment Facility\2014 Design\Site.dwg, Location, 12/19/2014, 2:02:00 PM



SALT & SAND STORAGE

BUILDING #2

BUILDING #1



**LEGEND**

x x x x x UTILITIES TO BE REMOVED

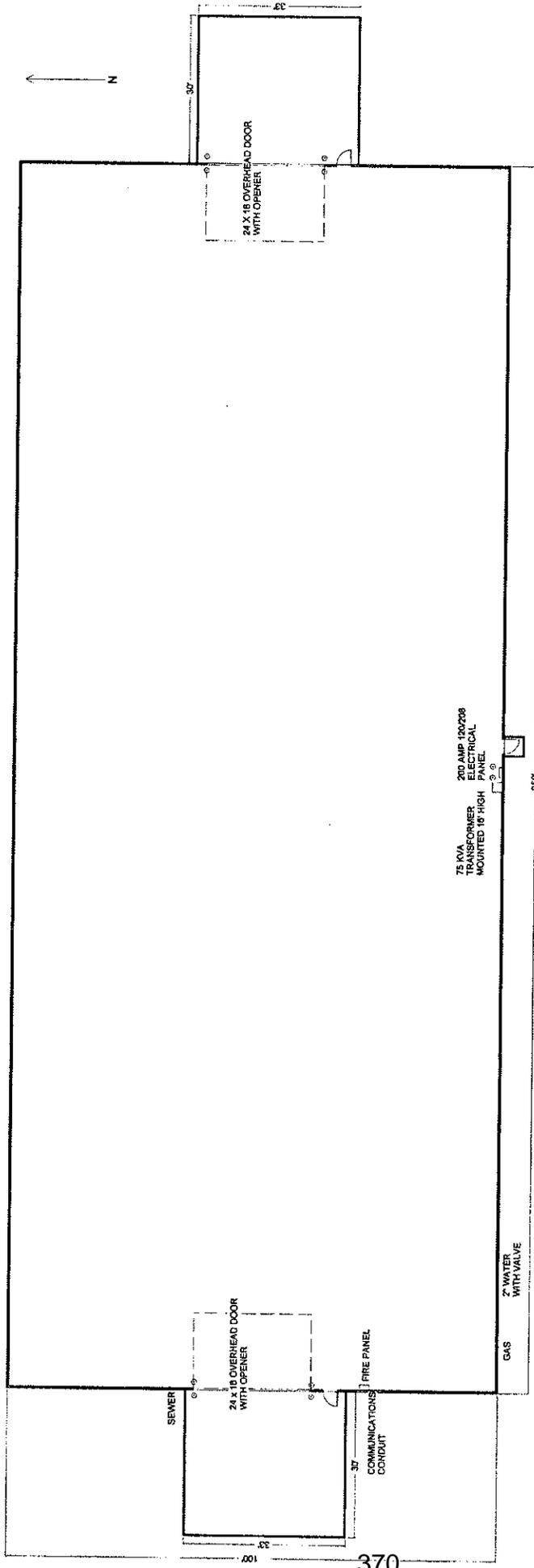
- - - - - BUILDING

**PROPOSED BUILDING #4**

WICHITA MID-CONTINENT AIRPORT  
THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
12/19/14	H.G.O.	1" = 60'	1 of 2



- EXISTING CONDITIONS
- MOVE TRAILER AND UTILITIES
- RAISE EXISTING STORAGE
- CONCRETE
- 8" CONCRETE ON 12" ROCK
- 30 X 33 APRON AT EACH OVERHEAD DOOR
- 4W1 PAD AT EXTERIOR WALK THROUGH DOOR
- METAL
- 100 X 250 CLEAR SPAN METAL BUILDING
- 20' EAVE HEIGHT
- VINYL FACED INSULATION FOR REGION
- GUTTERS WITH DOWN SPOUTS
- PLUMBERS
- 2" WATER SERVICE
- 4" SANITARY SEWER
- CULVERT SEPARATOR
- GAS LINE
- 4 HOSE BIBS SOUTH INTERIOR WALL
- 4 HOSE BIBS EXTERIOR LOCATIONS
- FLOOR DRAINS
- 2" WATER WITH VALVE
- GAS
- 75 KVA TRANSFORMER MOUNTED 18" HIGH PANEL
- 200 AMP 120/208V ELECTRICAL
- 75 KVA STEPDOWN TRANSFORMER
- 200 AMP 3 PHASE 120/208V PANEL
- WIRE FROM 480V TO 75 KVA TRANSFORMER
- 72 - 20 AMP CIRCUITS AT EQUIPMENT
- 40 AMP CIRCUITS AT WALK THROUGH DOORS
- 4 LOCK CIRCUITS SOUTH WALL
- 4 SQUARE OUTLETS COMMUNICATION
- CONVENIENCE OUTLETS
- INTERIOR T-5 STRIP LIGHTS WITH MOTION DETECTOR
- B - EXTERIOR LED WALL PACKS ON DUSK TO DAWN
- LED EMERGENCY LIGHTS AND EXIT SIGNS
- ELECTRICAL
- ELECTRONIC SAFETY AND SECURITY
- FIRE DETECTION SYSTEM SMOKE AND PULL STATIONS
- SYSTEM TO BE NETWORKED WITH AIRPORT POLICE AND FIRE

EXHIBIT C-2  
DECEMBER 10, 2014



**PERFORMANCE/MAINTENANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ as principal, and \_\_\_\_\_ a corporation authorized under the laws of the State of \_\_\_\_\_ with general offices in \_\_\_\_\_ and authorized to transact business in the State of \_\_\_\_\_ as surety, are held and firmly bound unto the Wichita Airport Authority, Wichita, Kansas, in the penal sum of **nine hundred twenty-eight thousand three hundred and sixty-three dollars (\$928,363)** lawful money of the United States, for the payment of which sum, well and truly to be made said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into a written Contract with the Wichita Airport Authority, Wichita, Kansas, dated March 24, 2015 for the furnishing of all material and labor and doing of all the work of whatever kind necessary to design-construct certain **Airfield Snow Equipment Storage Facilities on Eisenhower National Airport** for the Wichita Airport Authority, Wichita, Kansas, all in accordance with the plans and the specifications for such work on file in the office of the Director of said Authority and in accordance with said Contract, a copy of which is, or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if said principal shall well and truly perform all of the covenants, conditions and obligations of said Contract on the part of said principal to be performed, and shall hold the Authority harmless against all claim, loss or damage which it may sustain or suffer by reason of any breach of said Contract by said principal, and if said principal shall well and truly in good sufficient and workmanlike manner and to the satisfaction of the Wichita Airport Authority, Wichita, Kansas, perform and complete the work required as are set out in the Contract and other documents related to said work, then this obligation shall be void; otherwise to remain in full force and effect.

If the principal shall fail or neglect to pay any person, firm or corporation for labor bills, including the hire, rental or lease of equipment or machinery and the operators thereof, used on the work, or materials employed or used in carrying forward, performing and completing said Contract, within thirty (30) days after the same becomes due and payable, such persons, firms or corporations entitled to such pay may sue on this bond to recover from said principal and surety or either of them the amount so due and unpaid.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents and said surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written. This document is executed in triplicate.

\_\_\_\_\_  
Company or Firm (Seal)

By \_\_\_\_\_

Title \_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Surety Address

\_\_\_\_\_  
Surety Phone Number

By \_\_\_\_\_  
Attorney-in-fact

*(A certified copy of the Agent's Power of Attorney must be attached hereto.)*

**STATUTORY BOND**  
**(KSA 60-1111)**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ of \_\_\_\_\_ as principal, and \_\_\_\_\_ a corporation authorized under the laws of the State of \_\_\_\_\_ with general offices in \_\_\_\_\_ authorized to transact business in the State of \_\_\_\_\_ as surety, are held and firmly bound unto the State of Kansas in the penal sum of **nine hundred twenty-eight thousand three hundred and sixty-three dollars (\$928,363)** lawful money of the United States, for the payment of which sum well and truly to be made said principal and surety bind themselves, their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH THAT WHEREAS, said principal has entered into written Contract with the Wichita Airport Authority, Wichita, Kansas dated March 24, 2015 for the furnishing of all materials and labor and doing all the work of whatever kind necessary to construct certain **Airfield Snow Equipment Storage Facilities on Eisenhower National Airport** for the Wichita Airport Authority, Wichita, Kansas, all in accordance with the plans and specifications for such work on file in the office of the Director of said Authority, and in accordance with said Contract, a copy of which is or may be attached hereto and which is by reference made a part hereof.

NOW THEREFORE, if the said principal or the subcontractor or subcontractors of said principal shall pay all indebtedness incurred for supplies, materials or labor furnished, used or consumed in connection with or in or about the construction or making of the above described improvement, including gasoline, lubricating oils, fuel oils, greases, coal and similar items used or consumed directly in furtherance of such improvement, this obligation shall be void; otherwise, it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN TESTIMONY WHEREOF, said principal has duly executed these presents, and said Surety has caused these presents to be executed in its name, and its corporate seal is to be hereunto affixed, by its duly authorized agent or agents, all as of the day and year first above written.

\_\_\_\_\_  
Company or Firm (Seal)

By \_\_\_\_\_

Title \_\_\_\_\_  
Principal

\_\_\_\_\_  
Surety (Seal)

\_\_\_\_\_  
Surety Address

\_\_\_\_\_  
Surety Phone Number

By \_\_\_\_\_  
Attorney-in-fact

*(A certified copy of the Agent's Power of Attorney must be attached hereto.)*

*(To be filed with the Clerk of the District Court)*

## **EXHIBIT F**

### **DESIGN-BUILDERS WARRANTY**

*(to be added by Smith)*



City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** The Wichita Landsmen, LLC  
D/b/a Budget Rent A Car of Kansas, Inc.  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the supplemental agreement.

**Background:** The Wichita Airport Authority (WAA) currently leases 3.51 acres of land on Wichita Dwight D. Eisenhower National Airport to the Wichita Landsmen, LLC d/b/a Budget Rent A Car of Kansas (Budget) to accommodate a rental car service center to serve users of the airport. The initial term of the agreement expired November 30, 2014; however, there is remaining a ten-year option to renew the agreement.

**Analysis:** Budget is desirous of exercising the option, effective December 1, 2014 through November 30, 2024.

**Financial Considerations:** As set out in the original agreement, the facility rent for the service center shall be set at 50 percent of fair market rental value. Based upon the existing lease terms, comparison of two other service centers on the airport, and subsequent negotiations with Budget, the facility rent shall be \$6.50 per sq. ft., therefore facility rent paid to WAA is \$3.25 per sq. ft. The land rent for the service center shall continue at the rate schedule previously approved and adopted by the WAA. Therefore, the current, combined annual revenue for facility rent and land rent to the WAA is \$34,199.75, which represents an 18 percent increase compared to last year.

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

**Recommendations/Actions:** It is recommended that the WAA approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 2

By and Between

WICHITA AIRPORT AUTHORITY  
Wichita, Kansas

and

THE WICHITA LANDSMEN, LLC  
d/b/a Budget Rent A Car of Kansas, Inc.

for

Use and Lease of Land  
Wichita Dwight D. Eisenhower National Airport  
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 2 is entered into this March 24, 2015, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and THE WICHITA LANDSMEN, LLC d/b/a Budget Rent A Car of Kansas, Inc., (LESSEE).

WHEREAS, the parties previously entered into an Agreement, dated February 16, 1981 for use of land on Wichita Dwight D. Eisenhower National Airport; and

WHEREAS, the parties later entered into a Supplemental Agreement No. 1, dated March 21, 2006, for the purpose of exercising the first renewal option; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 2 for the purpose of exercising the second, ten (10) year renewal option, modifying the facility and land rent of this Agreement as provided here.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby agree as follows:

**1. TERM**

The term of this second extension shall be for a ten (10) year period, from December 1, 2014 through November 30, 2024.

**2. LAND RENT**

<b>SECOND OPTION TERM</b>					
<b>LAND RENT</b> 1895 Midfield Road 153,104 sq. ft.					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2014	-	11/30/2019	.075	11,482.80	956.90
12/01/2019	-	11/30/2024	.08	12,248.32	1,020.69

**3. FACILITY RENT**

Section 6 of the Agreement dated February 16, 1981 establishes facility rent at 50% of the then current market lease rental value of the facility (excluding land). During this ten (10) year extension, facility rent shall be based upon the 10,523 sq. ft. building footprint. The parties hereby agree that the facility rent at fair market value shall be \$6.50 per sq. ft., effective December 1, 2014 through November 30, 2024. Accordingly, the facility rent shall be at 50% of the this current market lease rental value, which is \$3.25 per sq. ft., for an annual rental amount of \$34,199.75, or \$2,849.98 payable in monthly installments.

**4. OTHER TERMS**

It is understood and agreed that all other terms and conditions of the existing Agreement between the parties hereto are incorporated herein and reaffirmed.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

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

By \_\_\_\_\_  
Carl Brewer, President

"LESSOR"

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

THE WICHITA LANDSMEN, LLC  
d/b/a Budget Rent A Car of Kansas, Inc.

"LESSEE"

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** Air Capital Terminal 3 Program  
Change Order No. 23  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the change order.

**Background:** On July 17, 2012, the Wichita Airport Authority (WAA) approved a construction contract with Key-Walbridge to construct the new airline terminal. This change order provides for a number of tenant-requested items, as well as those required to complete construction in a timely manner due to unforeseen conditions. Several of the larger items are described below:

Emergency two-way Radio reception inside certain areas of the Terminal was severely limited, therefore special coaxial cabling needs to be installed that will assure that reception is available throughout the entire building, even in the basement areas. Additional Terrazzo flooring should be installed so that the floors in the concession areas will match the Terrazzo flooring used elsewhere in the Terminal. Additional moisture barrier sealants were applied to insure the integrity of flooring. The Transportation Security Administration (TSA) has asked that the camera locations inside the TSA screening area be relocated. Additional resilient landing tiles will be added on stairway landings.

**Analysis:** Several critical and required construction-related items need to be changed in the contract in order for work to proceed without delay to the program. A change order has been prepared for the cost of the additional work. The contract completion time is not affected by these changes. The items included in this change order have been reviewed and approved by the Wichita Airport Advisory Board Change Order Review Committee.

**Financial Considerations:** The total cost of the additional work is a not to exceed amount of \$360,924. The original contract amount is \$101,500,542. This change order represents 0.36 percent of the original contract amount. The cumulative change order amount is 6.8 percent. Funding for this change order is included within the approved program budget.

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

**Recommendation/Action:** It is recommended that the WAA approve Change Order No. 23 and authorize the necessary signatures.

**Attachments:** Change Order No. 23.



**CHANGE ORDER (CO)**

**Change Order No.:** **023**

**Project Name:** ACT 3 Terminal Building  
**City of Wichita Project No.:** 455-361-4  
**FAA AIP Project No.:** 3-20-0088-64

**Date:** 3/24/2015  
**To (Contractor):** Key Walbridge Joint Venture

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*Give description of work. Reference Change Proposal No., Change Directive No., Change Request No., and any other documents as applicable. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract for guidelines in pricing and documentation to be provided.*

List applicable CR #, PCO #, CD # etc.	Description	Amount
TB - 143R, 165, 173, 182, 209R, 233, 235, 247, 250, 253, 257, 260, 263, 264, 277, 283, 286, 288, 289	SEE ATTACHED DOCUMENTATION.	377,637.00
<b>Total:</b>		<b>377,637.00</b>

Original Contract Award Sum:	\$101,500,542.00
Net Change by Previous authorized Change Orders:	\$6,509,803.00
Total Contract Sum Prior to this Change Order:	\$108,010,345.00
Net increase/decrease in Contract Sum this Change Order:	\$377,637.00
<b>NEW CONTRACT SUM INCLUDING THIS CHANGE ORDER:</b>	<b>\$108,387,982.00</b>

Original Contract Time :	860	<b>Days</b>
Current Contract Time :	908	<b>Days</b>
This Change time add / deduct :	0	<b>Days</b>
Adjusted Contract Time :	<b>908</b>	<b>Days</b>

Except as modified in this agreement, all terms and conditions of the original Contract remain unchanged, in full force and effect, and are incorporated into this agreement to apply with equal force to the work described herein. This change order reflects complete and final payment for all costs for this Change including any and all schedule, field and home office overhead costs.

I hereby certify that I have reviewed and accept this Change Order in its entirety waive and release the Wichita Airport Authority (WAA) from any an all claims or cause of action arising therefore.

The undersigned Contractor has determined with regards to this Contract Change that  the circumstances necessitating this Change in performance were not reasonably foreseeable at the time the bid was let, and that the Change does not expand the scope of work to be performed under the original Contract as signed, or that the Change Order, or that  these conditions are not met, but the Change is in the best interest of the Wichita Airport Authority and adds value or utility that justifies WAA approval outside the existing policy.

<b>ACCEPTED BY CONTRACTOR - Bill Lorelli</b>	<b>DATE</b>
<b>RESIDENT ENGINEER APPROVAL - James Armour, P.E.</b>	<b>DATE</b>
<b>PROGRAM MANAGER APPROVAL - Patrick McCollom, P.E.</b>	<b>DATE</b>
<b>DIRECTOR OF AIRPORTS APPROVAL - Victor White</b>	<b>DATE</b>
<b>DIRECTOR OF LAW, APPROVAL AS TO FORM - Sharon Dickgrafe</b>	<b>DATE</b>
<b>MAYOR APPROVAL - Carl Brewer</b>	<b>DATE</b>



**CHANGE ORDER (CO)**

CITY CLERK ATTEST		DATE
List applicable CR #, PCO #, CD # etc.	Description	Amount
143R	Passenger Boarding Bridge (PBB) Vestibule door revisions and temporary enclosure requirements 3 each	\$0
165	Delete inner ducts in one location and install in another.	\$0
173	Add 20 Amp breaker box, conduit and wiring for Glycol Tank.	\$4,247
182	Eliminate the abrasive stair nosing and furnish resilient landing tiles that match specified tread system.	\$10,684
209 R	Add floor extension to the Mezzanine adjacent to both escalators for safety rail	\$10,469
233	Reduce coverage of Inbound Chutes at Baggage Claim	(\$624)
235	Add Terrazzo to Tenant spaces and add moisture barrier throughout.	\$238,083
247	Revised electrical work for camera relocations in TSA Screening area.	\$15,969
250	Trim existing concrete in median as needed to allow room for snowmelt manifold box.	\$499
253	Adjust Boiler flue location thru low roof to meet codes.	\$22,434
257	Install Leaky Coaxial cable to boost Emergency two-way radio signals inside terminal building	\$35,370
260	Change the power feed to all vehicle gates to 240V.	\$3,697
263	Extended terrazzo at Grid Line B.5 from 10 to 13.	\$7,697
264	Change light fixtures at the elevators per the design team lighting engineer.	\$8,321
277	Add carpet to vestibules.	\$9,016
283	Relocate cameras in stairwells to provide full view past enlarged mechanical closets.	\$3,831
286	Furnish and install additional power outlets and one (1) data connection in columns on 'F' Line.	\$2,380
288	Remove and replace existing deteriorated curb and gutter adjacent to new pavement.	\$4,648
289	Use 401 style deep ecutcheons (white) sprinkler heads in Conference Room.	\$916
	<b>TOTAL:</b>	\$377,637

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** Yingling Aircraft Inc.  
Automobile Parking Lot Use and Lease Agreement  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the agreement.

**Background:** Yingling Aircraft, Inc. (Yingling) currently subleases a hangar facility from the Cessna Aircraft Company, which has a direct lease with the Wichita Airport Authority (WAA) on Dwight D. Eisenhower National Airport. The agreement allows Yingling to manage the facility as a Fixed Base Operator, which offers aircraft services such as aircraft fueling, maintenance and repair, as well as operating a Subway Café within the facility.

**Analysis:** Yingling is now desirous of leasing additional land to construct a parking lot to serve the company's customers. The lease permits Yingling to construct a new parking lot at its own expense, which will contain approximately 40 parking spaces situated on 21,694 sq. ft. of land. The WAA will own the parking lot, and will lease the land to Yingling which will be responsible for operation, maintenance, and repair of the parking lot. The initial term of the lease is ten years with a five-year option term.

**Financial Considerations:** Based upon the location of the land and the negotiations with Yingling, a land rental rate of \$.17 per sq. ft. will result in new annual revenue to the WAA of \$3,688. The rental rate will increase at a five percent escalation every five years.

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

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

# CROSSFIELD ROAD

EXHIBIT A



## RUGGLES & BOHM

ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GOVERNMENT

924 NORTH MAIN WICHITA, KANSAS 67203 P (316) 264-8008 F (316) 264-4621  
WWW.RBKANSAS.COM

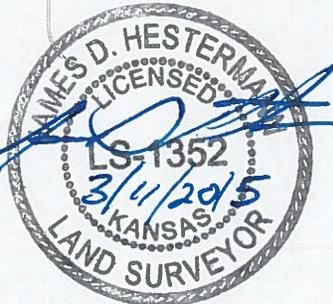
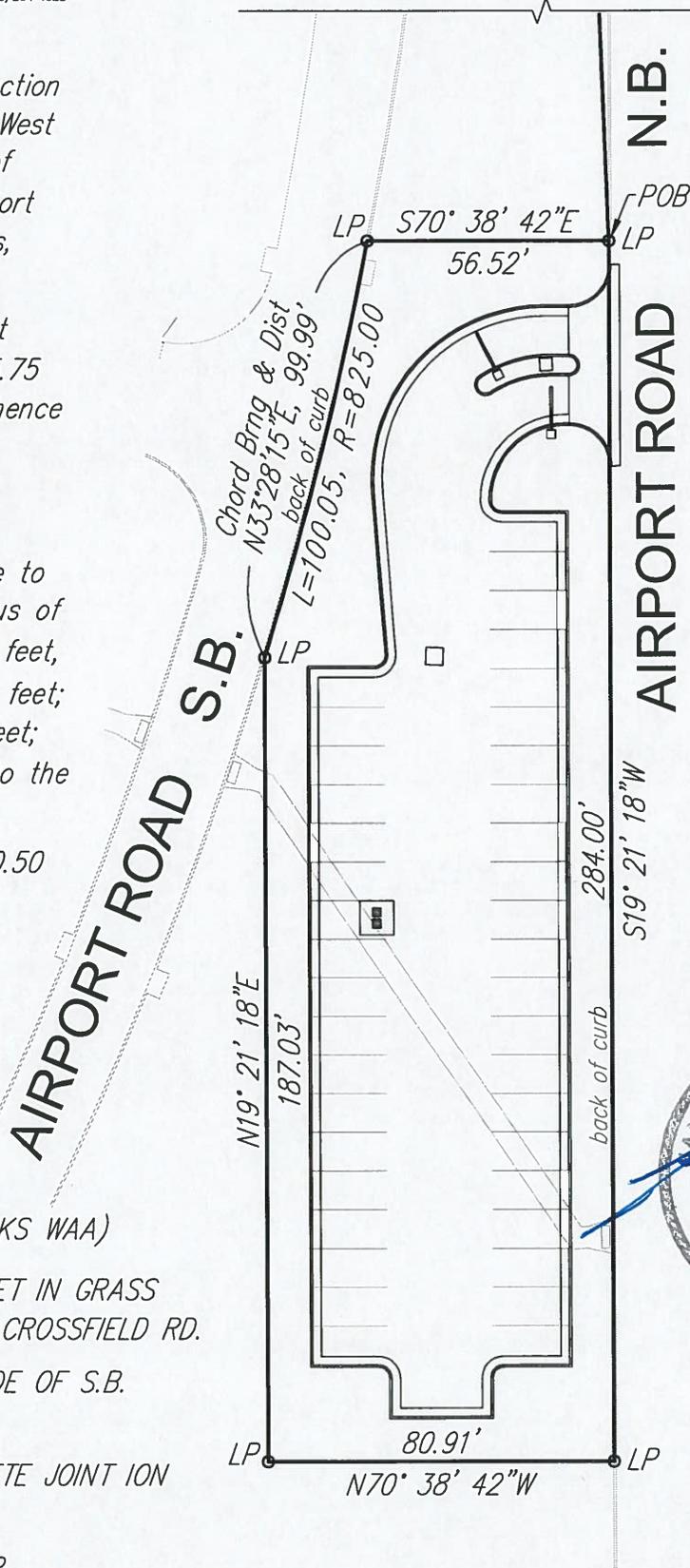


1" = 40'

A parcel of land in the SE1/4 Section 33, Township 27 South, Range 1 West of the 6th P.M. also being part of Reserve 'F', Wichita Municipal Airport Addition, Sedgwick County, Kansas, described as follows:

Commencing at WAA Control Point CP-248, thence S17°10'53"W, 855.75 feet to the Place of Beginning, thence S19°21'18"W, 248.00 feet; thence N70°38'42"W, 80.91 feet; thence N19°21'18"E, 187.03 feet to the beginning of a non-tangent curve to the left, said curve having a radius of 825.00', an arc length of 100.05 feet, chord bearing N33°28'15"E, 99.99 feet; thence along said curve 100.05 feet; thence S70°38'42"E, 56.52 feet, to the Place of Beginning.

Containing 21,694± Sq. Ft., or 0.50 acres more or less.



CP-248 (FROM TARP BENCHMARKS WAA)

3/4" IRON PIPE WITH PEC CAP - SET IN GRASS MEDIAN OF AIRPORT ROAD S. OF CROSSFIELD RD.

5.80' W TO BACK OF CURB E. SIDE OF S.B. AIRPORT ROAD

36.36' N. TO CL OF E-W CONCRETE JOINT ION CROSSFIELD ROAD

14.42' NE TO SW CORNER OF WCR

City of Wichita  
City Council Meeting  
March 24, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** New Terminal and Parking Garage/Rental Car Facilities Dedication Events  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Non-Consent)

---

**Recommendation:** Approve the event budget.

**Background:** The new Wichita Dwight D. Eisenhower National Airport airline terminal, parking garage, and rental car center are nearing completion and expected to open for public use in May. It is customary for airports to hold grand opening events to present the new facilities to the community and to celebrate the successful completion of the projects.

**Analysis:** Several high visibility events are planned in April that will allow the public, the media, terminal employees, project participants, dignitaries, and community leaders to preview and tour the new facilities prior to the first flight operations in May. Once the terminal is open for airline operations, strict security protocols go into effect which will restrict public access to most areas of the terminal. These events will allow the public to see behind-the-scenes into some areas that will be off-limits in May once the building goes fully live for operations.

The events planned include:

- Media Preview, Tour and Briefings - April 9, 1-3 pm
- Terminal Employee and Family Preview – April 10, 3-7 pm
- Dedication Gala – April 11, 6-10 pm
- Community Open House – April 18, 1-5 pm
- First Flight Ribbon Cutting Ceremony – to be determined in May

The Community Open House is expected to host more than 10,000 persons during the event and is open to the public. Due to the large volume of attendees and vehicles, the Airport has partnered with Bombardier LearJet to use its employee parking lots on Tyler Road as the primary location for attendee parking. Wichita Transit will provide continuous shuttles to and from the new terminal during the event.

All events except the Dedication Gala are free to the attendees. The Gala has an admission cost of \$125 per person to help offset the costs of the event. In addition, sponsorships for the Gala are being solicited from project participants and area businesses to ensure that no Airport funds are required to cover any event costs. Invitations to the Gala were sent to federal, state and local elected and appointed officials, project participants (contractors, suppliers, vendors, designers, architects, engineers, construction personnel, etc.), Airport tenants, and to area community and business leaders. Tickets will also be available for purchase by the public at the Airport's online registration system at "FlyWichita.com/gala".

**Financial Considerations:** A Kansas non-profit corporation, the Wichita Airport Foundation, Inc. (WAF), was created primarily to serve as a funding vehicle for the events in order to minimize the financial impact on the Airport's budget. The intent is for ticket sales proceeds and sponsorship funds to

flow into the WAF account. WAF will fully reimburse any expenses that the Airport incurs for the Dedication Gala after it collects its revenues, and if additional funds are available following those reimbursements for the Gala, costs of the other Airport-funded events will also be offset. The Dedication Gala cost is estimated at \$151,749. Ticket sale proceeds are estimated at approximately \$62,500, and event sponsorships are estimated at \$89,249. The other four public events that the Airport will fund total approximately \$71,450, and will attract an estimated attendance of 12,200 persons. Funds for these events are included in the current Air Capital Terminal 3 (ACT 3) program contingency budget and use of the funds does not require any adjustment to the program budget.

However, since these are high-profile events, it is requested that the Wichita Airport Authority acknowledge and approve the expenditures. It is important to note that no taxpayer funds will pay for any of the events, including the Dedication Gala. The source of funding for the Gala will be through ticket sales and sponsorships, and the source of funds for the other events will be from the Airport. The use of law enforcement and other first responder government personnel for security, crowd and traffic control, and fire watch duties during the Dedication Gala event will be paid by the WAF to off-duty personnel of the respective public agencies, or reimbursed to the agency, as appropriate.

**Legal Considerations:** The underlying vendor and service agreements have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the event budget.

**Attachments:** None.