

Table of Contents

Agenda	3
II-4a. Petition for Paving to Serve Hunter’s Third Addition. (District I)	
Agenda Report No. II-4a and CIP.	8
Resolution No. 13-049	10
Map and Petition	12
II-5a. Community Events - Friends University President's 5K. (District IV)	
Agenda Report No. II-5a	17
II-6a. Supplemental Agreement No. 2 for 135th Street West Force Main. (District V)	
Agenda Report No. II-6a	18
Agreement	19
II-7a. Partial Acquisition at 700 East 37th Street North for the 37th Street – Broadway to Hydraulic Improvement Project. (District VI)	
Agenda Report No. II-7a	23
Real Estate Agreement and Maps	24
II-9. Repair or Removal of Dangerous and Unsafe Structures. (District VI)	
Agenda Report No. II-9 and Removal of Unsafe Structures DL	41
Resolution No. 13-053	42
Supporting Documents	43
II-10. Payment for Settlement of Claim.	
Agenda Report No. II-10	46
II-11. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.	
Agenda Report No. II-11	47
Resolution No. 13-050	48
II-12. Bonding Resolution Amendment for Douglas Avenue Bus Facility Improvement in Downtown.	
Agenda Report No. II-12	50
Resolution No. 13-051	51
II-13. Century II Renovations. (District I)	
Agenda Report No. II-13	52
Resolution No. 13-052	53
II-14. A request for permission to submit three Historic Preservation Fund Grant proposals to the State Historic Preservation Office to fund three historic preservation projects in Wichita.	
Agenda Report No. II-14	54
Grant Application for SC Neighborhood Survey Area 2.	55
Grant Application for Scholarship for NAPC Conference 2013.	67

Grant Application for Steel Windows Repair Seminar and Workshop	77
II-15. Perry Avenue Bicycle Route Signs Donation. (District VI)	
Agenda Report No. II-15	81
Perry Bike Route Map.	82
II-16. Revised Ordinance Authorizing the Amended Exchange Place Development Agreement. (District VI)	
Agenda Report No. II-16	84
Ordinance No. 49-777.	85
II-17. Second Reading Ordinances - None.	
Second Reading Ordinances	88
II-18. *ZON2013-01 – City zone change request from SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to LI Limited Industrial ("LI"), generally located on both sides of 37th Street North between Hillside and Oliver, 4111 E. 37th Street North. (District I).	
Agenda Report No II-18.	89
Ordinance No. 49-478.	91
MAPC Minutes	94
II-19. *VAC2012-00045 - Request to vacate a portion of a platted alley; generally located east of West Street, south of Maple Street and east of McComas Avenue. (District IV)	
Agenda Report No. II-19	96
Vacation Order	98
II-20. *VAC2012-00052 - Request to vacate an alley dedicated by separate instrument; generally located north of Kellogg Street, east of Washington Avenue between Pattie and Laura Avenues. (District I)	
Agenda Report No. II-20	100
Vacation Order	102
II-21. *VAC2013-00001 - Request to vacate a platted utility easement; generally located west of 143rd Street East, south of 21st Street North, south of the Rails to Trails path, on the north side of Summerfield Circle. (District II)	
Agenda Report No. II-21	104
Vacation Order	106
II-22. *Airfield Electrical System Improvements - Supplemental Agreement No. 3 - Wichita Mid-Continent Airport.	
Agenda Report No. II-22	108
Contract.	109
II-23. *Jabara Road Reconstruction and T-Hangar Expansion - Colonel James Jabara Airport.	
Agenda Report No. II-23	113
Contract.	114
Exhibit A	159

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. March 26, 2013

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on March 19, 2013

II. CONSENT AGENDAS (ITEMS 1 THROUGH 23)

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

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 23)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated March 25, 2013.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2013</u>	<u>(Consumption on Premises)</u>
Alfred Abdelmaseh	Shesha Lounge*	2628 East 21 North
<u>Renewal</u>	<u>2013</u>	<u>(Consumption off Premises)</u>
Amy Thrasher	Walmart Market #5873***	4794 East 13th Street
Cari Spainhour	Quik Trip #327***	12825 East 21st North
Mahamud Hasan	One Stop***	1419 ½ East Central
Huong V Nguyen	Lucky Market***	7100 East Harry

* Tavern (less than 50% of gross revenues from sale of food)

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

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

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

3. Preliminary Estimates:

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petition for Paving to Serve Hunter's Third Addition. (District I)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. Community Events - Friends University President's 5K. (District 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.

6. Agreements/Contracts:

- a. Supplemental Agreement No. 2 for 135th Street West Force Main. (District V)

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

7. Property Acquisition:

- a. Partial Acquisition at 700 East 37th Street North for the 37th Street – Broadway to Hydraulic Improvement Project. (District VI)

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

8. Minutes of Advisory Boards/Commissions

Design Council, December 19, 2012

Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Boilers, February 7, 2013

Historic Preservation Board, February 11, 2013

Board of Appeals of Plumbers and Gas Fitters, February 6, 2013

Wichita Public Library, February 19, 2013

RECOMMENDED ACTION: Receive and file.

9. Repair or Removal of Dangerous and Unsafe Structures. (District VI)

Property Address

- a. 3038 N Park Place

Council District

VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on May 7, 2013 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

10. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$89,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

11. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.

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

12. Bonding Resolution Amendment for Douglas Avenue Bus Facility Improvement in Downtown.

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

13. Century II Renovations. (District I)

RECOMMENDED ACTION: Approve the agreement, adopt the bonding resolution, and authorize the necessary signatures.

14. A request for permission to submit three Historic Preservation Fund Grant proposals to the State Historic Preservation Office to fund three historic preservation projects in Wichita.

RECOMMENDED ACTION: Approve submission of the grant proposals and authorize the City Manager to sign the agreements.

15. Perry Avenue Bicycle Route Signs Donation. (District VI)

RECOMMENDED ACTION: Accept the donation of the Perry Avenue Bicycle Route signs, posts, and related hardware.

16. Revised Ordinance Authorizing the Amended Exchange Place Development Agreement. (District VI)

RECOMMENDED ACTION: Approve first reading of the home rule ordinance authorizing the execution and delivery of the Third Amended and Restated Development Agreement Regarding Development of the Exchange Place Project and authorize the necessary signatures.

17. Second Reading Ordinances: (NONE)

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.

18. *ZON2013-01 – City zone change request from SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to LI Limited Industrial ("LI"), generally located on both sides of 37th Street North between Hillside and Oliver, 4111 E. 37th Street North. (District I).

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change subject to platting within one year of governing body approval and instruct the Planning Department to forward the ordinance for first reading when the plat is complete (simple majority required).

19. *VAC2012-00045 - Request to vacate a portion of a platted alley; generally located east of West Street, south of Maple Street and east of McComas Avenue. (District IV)

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

20. *VAC2012-00052 - Request to vacate an alley dedicated by separate instrument; generally located north of Kellogg Street, east of Washington Avenue between Pattie and Laura Avenues. (District I)

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

21. *VAC2013-00001 - Request to vacate a platted utility easement; generally located west of 143rd Street East, south of 21st Street North, south of the Rails to Trails path, on the north side of Summerfield Circle. (District II)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

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.

22. *Airfield Electrical System Improvements - Supplemental Agreement No. 3 - Wichita Mid-Continent Airport.

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

23. *Jabara Road Reconstruction and T-Hangar Expansion - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the budget and design contract and authorize the necessary signatures.

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council
SUBJECT: Petition for Paving to Serve Hunter's Third Addition (District I)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the petition.

Background: The signature on the petition represents 100% of the improvement district. The petition is a requirement for a vacation case.

Analysis: The project will provide paving of an alley dedicated on Lot 145 Pattie Avenue to allow for expansion of an existing development located north of Kellogg, west of Hydraulic.

Financial Considerations: The paving petition totals \$10,000 and the funding source is special assessments.

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

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

Attachments: Map, CIP Sheet, petition, and resolution.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USE:
To Initiate Project
To Revise Project

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

1. Initiating Department Public Works & Utilities	2. Initiating Division Eng & Arch	3. Date 2/28/2013	4. Project Description & Location S Paving to serve Hunter's 3rd Addotopm																
5. CIP Project Number NI-	6. Accounting Number	7. CIP Project Date (Year) 2013	8. Approved by WCC Date																
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised																	
12. Project Cost Estimate				12A. <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Yes</th> <th style="text-align: center;">No</th> </tr> </thead> <tbody> <tr> <td>Platting Required</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Lot Split</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Petition</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Ordered by WCC</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </tbody> </table> Remarks: 472-85096 100% Petition		Yes	No	Platting Required	<input type="checkbox"/>	<input type="checkbox"/>	Lot Split	<input type="checkbox"/>	<input type="checkbox"/>	Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No																	
Platting Required	<input type="checkbox"/>	<input type="checkbox"/>																	
Lot Split	<input type="checkbox"/>	<input type="checkbox"/>																	
Petition	<input checked="" type="checkbox"/>	<input type="checkbox"/>																	
Ordered by WCC	<input type="checkbox"/>	<input type="checkbox"/>																	
ITEM	GO	SA	KDOT		TOTAL														
Right of Way																			
Paving, grading & const.		\$10,000			\$10,000														
Bridge & Culverts																			
Drainage																			
Sanitary Sewer																			
Sidewalk																			
Water																			
Other																			
Totals		\$10,000		\$10,000															
Total CIP Amount Budgeted																			
Total Prelim. Estimate																			
13. Recommendation: Approve the petition and adopt the resolution																			
Division Head	Department Head		Budget Officer	City Manager															
			Date	Date															

132019

First Published in the Wichita Eagle on March 29, 2013

RESOLUTION NO. 13-049

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON THE **20' ALLEY DEDICATED ON THE NORTH 20' OF LOT 145, ON PATTIE AVENUE, HUNTER'S 3RD ADDITION (NORTH OF KELLOGG, WEST OF HYDRAULIC) 472-85096** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON THE **20' ALLEY DEDICATED ON THE NORTH 20' OF LOT 145, ON PATTIE AVENUE, HUNTER'S 3RD ADDITION (NORTH OF KELLOGG, WEST OF HYDRAULIC) 472-85096** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to pave the **20' alley dedicated on the north 20' of Lot 145, on Pattie Avenue, Hunter's 3rd Addition (north of Kellogg, west of Hydraulic) 472-85096.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ten Thousand Dollars (\$10,000)** exclusive of the cost of interest on borrowed money, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **February 1, 2013**, exclusive of the costs of temporary financing.

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

TRACT "A"

Lots 145 and 147 on Pattie Avenue
Hunter's 3rd Addition to Wichita, Sedgwick County, Kansas

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis, the same to be assessed as follows: TRACT "A" shall pay 100% of the cost payable by the improvement district.

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

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

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

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

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

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

PASSED by the governing body of the City of Wichita, Kansas this 26th day of

March, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY E. REBENSTORF
DIRECTOR OF LAW



\$

RECEIVED

PAVING PETITION

FEB 19 '13

To the Mayor and City Council
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

472-85096

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

TRACT "A"

LOTS 145 & 147 ON PATTIE AVENUE, HUNTER'S 3RD ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS.

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

- (a) That there be constructed pavement on the 20' alley dedicated on the north 20' of Lot 145, on Pattie Avenue, Hunter's 3rd Addition to Wichita. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being Ten Thousand Dollars (\$10,000.00), with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro rata rate of 1 percent per month from and after February 1, 2013.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis, the same to be assessed as follows:
Tract "A" shall pay 100% of the cost payable by the improvement district.

35-12704-6348
Paving Petition - GEO VON, Inc.

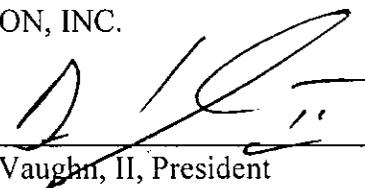
Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<u>HUNTER'S 3RD ADDITION</u> TRACT "A"	GEO VON, INC. By:  Don Vaughn, II, President	

AFFIDAVIT

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

Pat Hartman

Name

303 S. Topeka, Wichita, KS 67202

Address

(316) 262-2691

Telephone No.

2013.

Sworn to and subscribed before me this 19th day of February,



Janis Edwards, CMC

Deputy City Clerk

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council
SUBJECT: Community Events –Friends University President’s 5K (District 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 the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating the Friends University President’s 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Friends University President’s 5K April 6, 2013 8:30 am – 11:00 am

- Hiram Street, Maple Street to Kellogg Drive
- Mentor Street, Hiram Street to Elizabeth Street
- Elizabeth Street, Mentor Street to University Drive
- University Drive, Elizabeth Street to Hiram Street
- Kellogg Drive, Hiram Street to Meridian Avenue
- University Drive, Meridian Avenue to St. Clair Street
- St. Clair Street, University Drive to Mentor 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 special events.

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 26, 2013

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for 135th Street West Force Main (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: On September 14, 2010, the City Council approved an agreement with Baughman Company for design of a 20-inch force main connecting the Main Pump Station (21st and 135th West) and the Cowskin Creek Water Quality Reclamation Facility. Supplemental Agreement No. 1, in the amount of \$9,600, was approved on August 23, 2011, and provided for additional locating services and easement acquisitions.

Analysis: In mid-February, the Sewage Treatment Division requested that valves and necessary facilities be installed on the existing force main to allow for proper cleaning and operation in the future. To accomplish this, additional field surveys, new and revised plan sheets, and revised special provisions must be completed. Supplemental Agreement No. 2 has been prepared to authorize the additional work.

Financial Considerations: Payment to Baughman will be on a lump sum basis of \$7,205, bringing the total contract amount to \$72,205. Funding is available in the existing project budget and the funding source is the Sewer Utility Fund.

Legal Considerations: The Law Department has approved Supplemental Agreement No. 2 as to form.

Recommendations/Actions: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT #2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 14, 2010

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 14, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 20" Sanitary Sewer Force Main in 135th Street West from the Pump Station at 21st Street North to the Water Reclamation Facility (Project No. 468-84699)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

The existing 14" line that feeds the treatment plant appears to be partially clogged, causing the pump motors to run almost continuously instead of cycling in a more efficient manner. This line has never been cleaned, due in part to the lack of proper valving and configuration of the pig launcher at the station (see attached).

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$7,205**.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by _____;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, 11/13/13
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

Jerrold F. Bradley Jr.
(Name and Title)
JERROLD F. BRADLEY JR.
V.P. - DIRECTOR

ATTEST:

Kooy Thomas



February 26, 2013

468-84699 (624094)

RECEIVED
FEB 26 2013
CITY - ENGINEERING

Gary Janzen, P.E.
City Engineer - City of Wichita
Department of Engineering
455 N. Main, 7th Floor
Wichita, KS 67202

RE: 135th Street West Force Main
Supplemental Fee Request No. 2

Dear Mr. Janzen:

As part of this Project, the City's Sewage Treatment Division has requested modifications and additional services to be included in the final bid documents. These modifications and services will be made part of the overall Project and bid along with the 20 inch Force Main line. After meeting with Sewage Treatment and visiting both the 135th Street Pump Station and the Water Reclamation Facility, we have learned that the pump station is not operating efficiently as evidenced by the run time of the pump motors. The existing fourteen (14) inch line that feeds the treatment plant appears to be partially clogged, causing the pump motors to run almost continuously instead of cycling in a more efficient manner. We have also learned that this line has never been cleaned, due in part to the lack of proper valving and configuration of the pig launcher at the station.

The Sewage Treatment Division became informed of this Project just in the last couple of weeks. As their Staff does not have the resources to install all the proper devices and clean this line, this is an opportune time to get the line cleaned and allow the Pump Station to operate in the manner in which it was intended. Because of the urgency and timing, we delayed the bidding to get these improvements included, and have been focusing on getting the correct language and information into the final addendum. Additionally, we are working with an outside consultant that specializes in this type of line cleaning, and he has provided us with information to be included in the Bid Documents. The major tasks we have undertaken in the past couple of weeks to accomplish this are as follows:

- > Additional Field Survey
- > New Plan Sheets
- > Revisions to Existing Plan Sheets
- > Revised Project Special Provisions
- > Onsite Meetings with City Staff
- > Meetings with Line Cleaning Consultant
- > Revised Quantity and Cost Estimates

ENGINEERING
SURVEYING
PLANNING
LANDSCAPE
ARCHITECTURE

Baughman Company, P.A.
315 E 11th S
Wichita, Kansas 67211
P 316-262-7271 F 316-262-0149



This breaks out as follows:

Principal Engineer	32 hr. x \$130 = \$4,160
Design Draftsman	28 hr. x \$75 = \$2,100
Survey:	3 hr. x \$115 = \$345
Line Cleaning Consultant:	1(L.S.) x \$600 = \$600

For this added work, we are requesting a **Total of \$7,205** to be added to our original contract. Should you require, I can provide to you a more comprehensive breakout of our fees along with the individualized tasks. Mr. Janzen, we understand the importance of this Project and as always, we offer our services to the City completely through the bidding and construction process. Should you have any questions or need more clarification on this request, please email me at jbradley@baughmanco.com or give me a call me at 262-7271. Thank you.

Most Respectfully,

Baughman Co. P.A.
Jerrold F. Bradley, Jr., P.E., L.S.
V.P. - Capital Projects Director

cc: Todd Mayer, MSS
File

E N G I N E E R I N G
S U R V E Y I N G
P L A N N I N G
L A N D S C A P E
A R C H I T E C T U R E

CITY OF WICHITA
City Council Meeting
March 26, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition at 700 East 37th Street North for the 37th Street – Broadway to Hydraulic Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 10, 2012, the City Council approved the design concept to improve 37th Street North from Broadway to Hydraulic. The project will require the partial acquisition of 27 tracts among 16 different owners. The tracts consist of commercial, industrial and warehouse uses as well as undeveloped land. The proposed road improvement will provide a three lane roadway. There will be one through lane in each direction and a center two-way left turn lane. The intersection of 37th Street and Hydraulic will be improved to provide wider turning radius for trucks and include a dedicated left turn lane on 37th Street. Drainage improvements will be constructed including the addition of a large concrete drainage culvert in the west portion of the project. Pratt Properties is located at 700 East 37th Street North and is comprised of multiple parcels on both the north and south side of 37th Street. The proposed road project impacts five parcels owned by Pratt Properties with right-of-way, drainage easements, and/or temporary construction easements needed from the five parcels. The project requires three right-of-way takings totaling 4,784 square feet; a 10,021 square foot drainage easement; and several temporary construction easements totaling 10,875 square feet. No buildings are impacted as a result of the takings, however; there are fences, parking lots and landscaping within the takings that are damaged.

Analysis: The owners rejected the appraised offer of \$21,800. Through negotiation, the owner agreed to settle for \$36,500. The additional \$14,700 includes money to replace fencing and landscaping not included in the appraised value as well as the cost to mitigate parking including items such as restriping and resurfacing after construction is complete.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$41,500 is requested. This includes \$36,500 for the acquisitions and \$5,000 for title work, surveys, 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 approve the real estate agreement and authorize the necessary signatures.

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

PROJECT: 37th Street North DATE: October 16, 2012

COUNTY: Sedgwick TRACT NO.: 001, 002, 003, 007 & 008

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY PERMANENT EASEMENT AND
TEMPORARY EASEMENT

THIS AGREEMENT Made and entered into this _____ day of _____, 2012, by and between

Pratt Properties, Inc.

700 E. 37th Street North, Wichita, KS 67219-3510
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey to the City of Wichita by Permanent Easements and Temporary Easements to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

Permanent Drainage Easement SEE EXHIBIT "TRACT #1A", ATTACHED HERETO AND MADE A PART HEREOF

Permanent Highway Easement SEE EXHIBIT "TRACT #7" and TRACT "#8A" ATTACHED HERETO AND MADE A PART HEREOF

Temporary Construction Easement "TRACT #1B", "TRACT #2", AND "TRACT #3", and "TRACT #8B" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after receipt of all executed documents conveying said property.

Real property to be acquired as right of way:		
4,784 (Sq. Ft.)	\$	19,700.00
Damages:		
Landscaping	\$	8,259.00
Temporary Easement for construction:		
10,875 (Sq. Ft.)	\$	1,026.00
Permanent Drainage Easement for construction:		
10,021 (Sq. Ft.)	\$	7,515.00
Improvement & Buildings acquired with right of way:		
Landscaping and paving		
TOTAL:		\$ 36,500.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS: Pratt Properties, Inc.

By: 
 DAVID WISER, CFO.

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
 Carl Brewer, Mayor

By: _____
 Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Pratt Properties, Inc.

If mortgage or other liens, show names of holders:

Commonwealth Bank of Australia

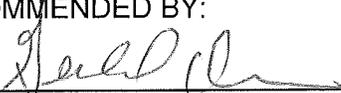
REMARKS:

PIN/APN 00118516 (#2), 00118515 (#3) 00134213(#7), 00118662 (#8)
 Security Title File Number 2054316A (#3) 2054327(#7), 2054328 (#8)

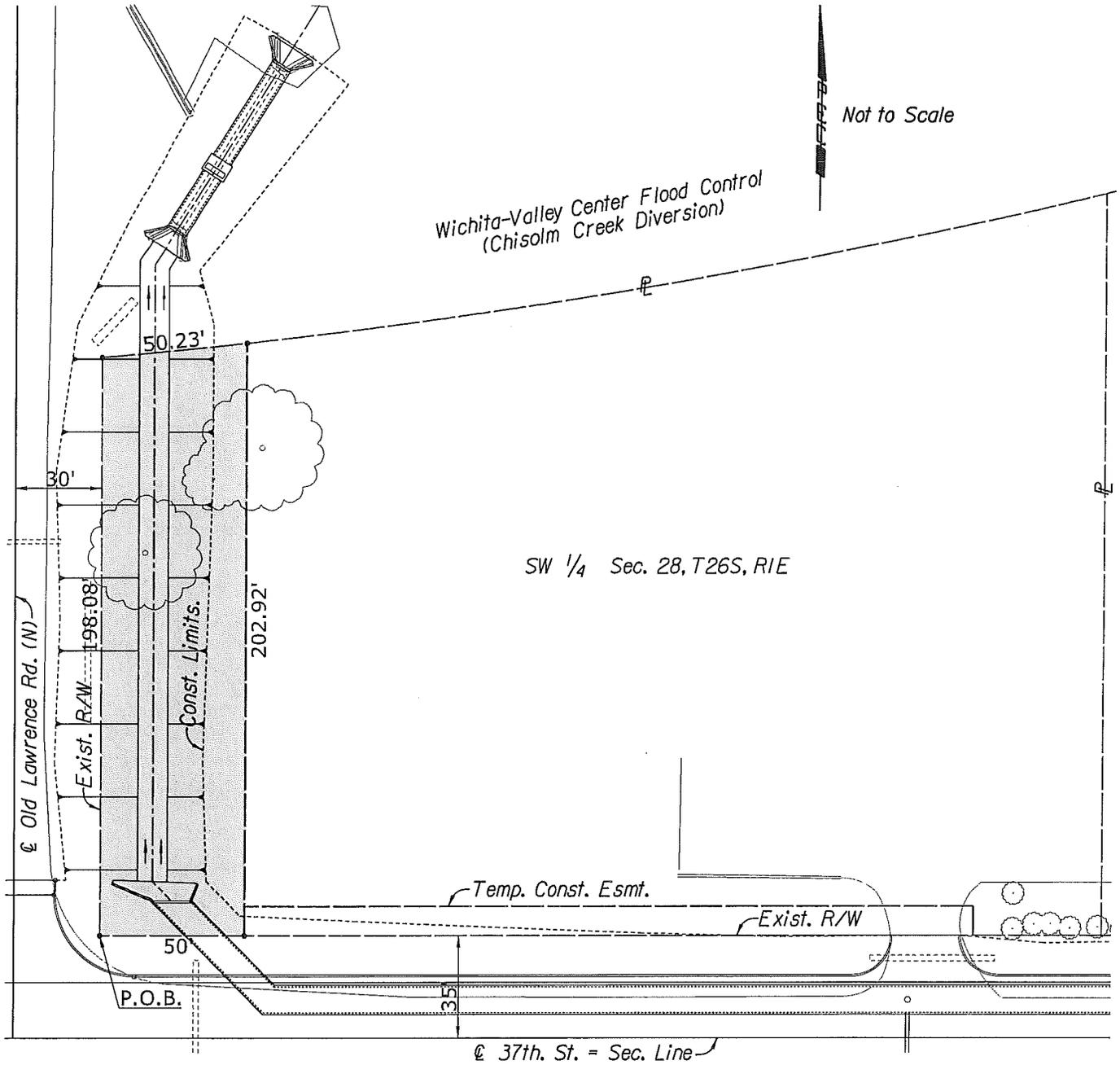
APPROVED TO FORM:

 Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:


 Gerald Cain, Project Manager

TRACT #1A - B-00122000B00UP
 Pratt Properties, Inc.
 Drainage Easement



SW 1/4 Sec. 28, T26S, R1E



[Handwritten signature]

Contractor will remove trees and shrubs as needed for construction.

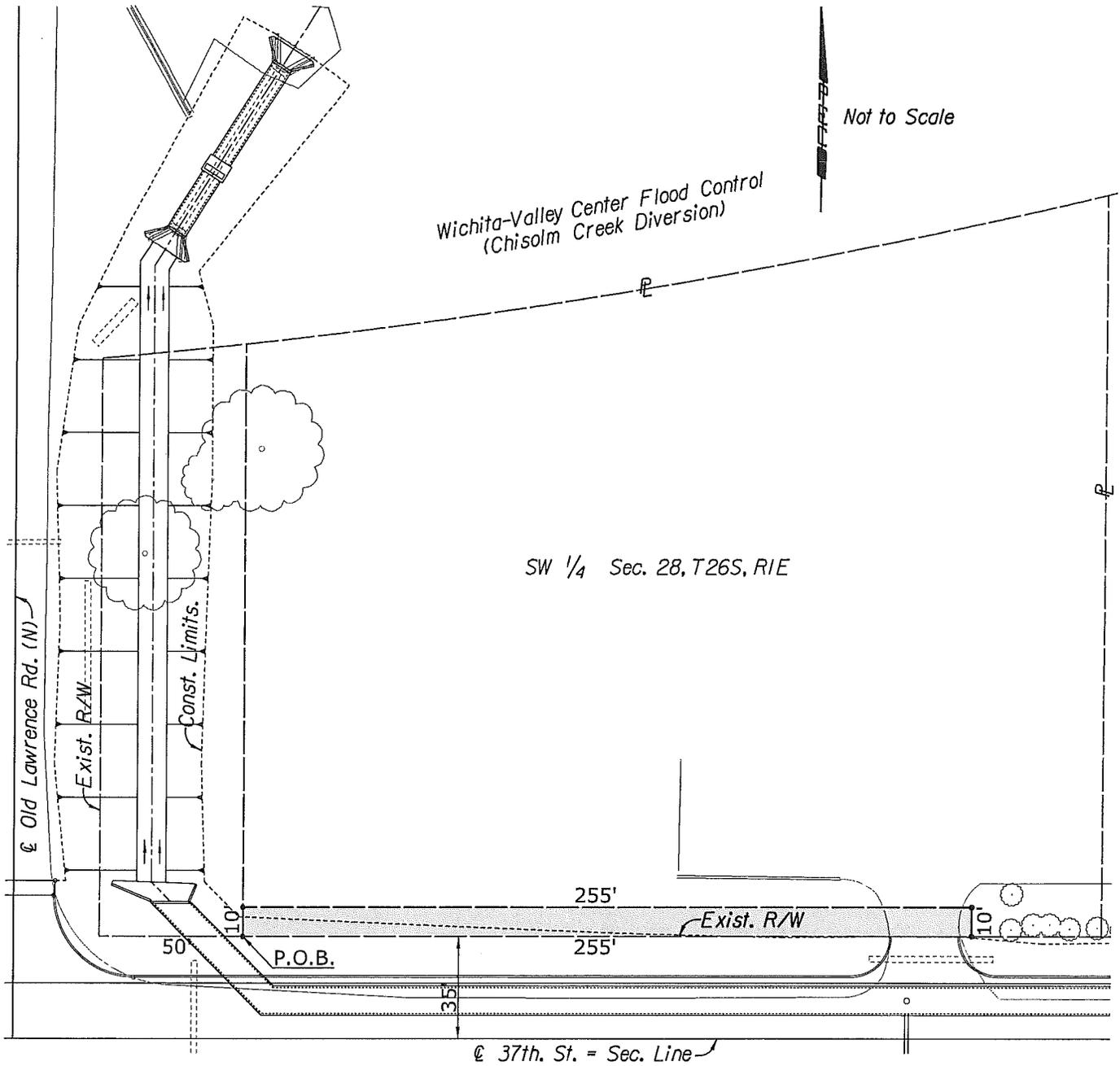
June 12, 2012

**Tract #1A – B-00122000B00UP
PRATT PROPERTIES INC.
DRAINAGE EASEMENT:**

Commencing from the Southwest corner of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North, along the West line of said Quarter, a distance of 35.00 feet; thence East, parallel with the South line of said Quarter, a distance of 111.39 feet to the point of beginning; thence continuing East, parallel with said South line, a distance of 50.00 feet; thence North, parallel with said West line, a distance of 202.92 feet to the South line of the Wichita and Valley Center Flood Control Right-of-Way; thence Southwesterly, along said South Right-of-Way line, a distance of 50.23 feet to a point 111.39 feet East of the West line of said Quarter; thence South, parallel with said West line, a distance of 198.08 feet to the point of beginning, containing 0.230 acres (10,020.74 sq. ft.), more or less.



TRACT #1B - B-00122000B00UP
 Pratt Properties, Inc.
 Temporary Construction Easement



Contractor will remove trees and shrubs as needed for construction.

JAMES R. BECKETT
 REGISTERED
 LS-832
 KANSAS
 LAND SURVEYOR

June 12, 2012

**Tract #1B – B-00122000B00UP
PRATT PROPERTIES INC.
TEMPORARY CONSTRUCTION EASEMENT:**

Commencing from the Southwest corner of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North, along the West line of said Quarter, a distance of 35.00 feet; thence East, parallel with the South line of said Quarter, a distance of 161.39 feet to the point of beginning; thence continuing East, parallel with said South line, a distance of 255.00 feet; thence North, parallel with said West line, a distance of 10.00 feet; thence West, parallel with said South line, a distance of 255.00 feet; thence South, parallel with said West line, a distance of 10.00 feet to the point of beginning, containing 0.059 acres (2,550.00 sq. ft.), more or less.



TRACT #2 - B-00122000A00UP
Pratt Properties, Inc.
Temporary Construction Easement

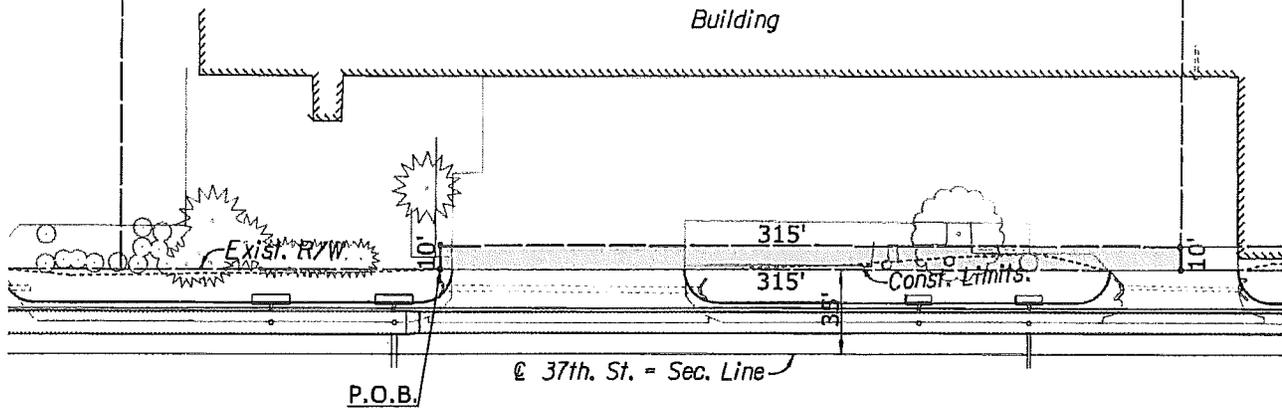


Not to Scale

Wichita-Valley Center Flood Control
(Chisolm Creek Diversion)

SW 1/4 Sec. 28, T26S, R1E

Building



Contractor will remove trees and shrubs as needed for construction.

Feb. 23, 2012

**Tract #2 – B-00122000A00UP
PRATT PROPERTIES INC.
TEMPORARY CONSTRUCTION EASEMENT:**

Commencing from the Southwest corner of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North, along the West line of said Quarter, a distance of 35.00 feet; thence East, parallel with the South line of said Quarter, a distance of 596.39 feet to the point of beginning; thence continuing East, parallel with said South line, a distance of 315.00 feet; thence North, parallel with said West line, a distance of 10.00 feet; thence West, parallel with said South line, a distance of 315.00 feet; thence South, parallel with said West line, a distance of 10.00 feet to the point of beginning, containing 0.072 acres (3,150.00 sq. ft.), more or less.

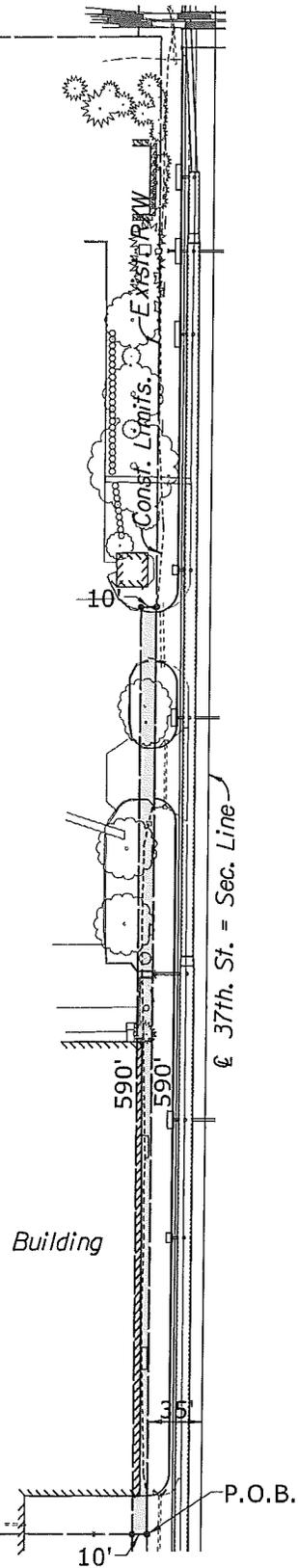


TRACT #3 - B-0012200UP
 Pratt Properties, Inc.
 Temporary Construction Easement


 Not to Scale

SW 1/4 Sec. 28, T26S, R1E

Wichita-Valley Center Flood Control
 (Chisolm Creek Diversion)

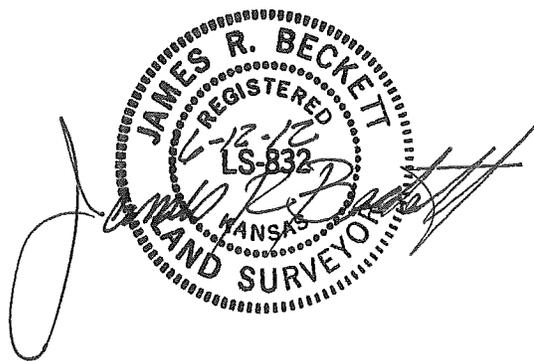


Contractor will remove trees and shrubs as needed for construction.

June 12, 2012

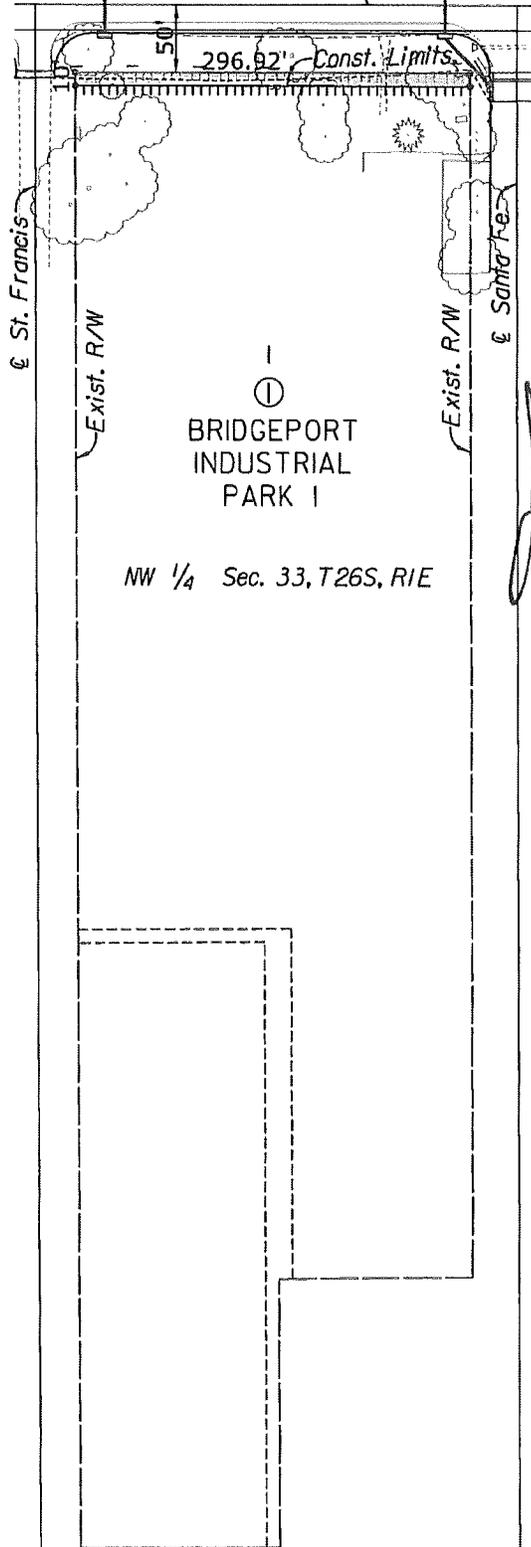
**Tract #3 – B-0012200UP
PRATT PROPERTIES INC.
TEMPORARY CONSTRUCTION EASEMENT:**

Commencing from the Southwest corner of the Southwest Quarter of Section 28, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence North, along the West line of said Quarter, a distance of 35.00 feet; thence East, parallel with the South line of said Quarter, a distance of 911.39 feet to the point of beginning; thence continuing East, parallel with said South line, a distance of 590.00 feet; thence North, parallel with said West line, a distance of 10.00 feet; thence West, parallel with said South line, a distance of 590.00 feet; thence South, parallel with said West line, a distance of 10.00 feet to the point of beginning, containing 0.135 acres (5,900.00 sq. ft.), more or less.

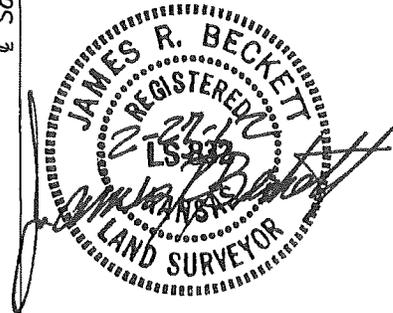


TRACT #7 - B-14438
 Pratt Properties, Inc.
 Right of Way

@ 37th. St. = Sec. Line



Not to Scale



NW 1/4 Sec. 33, T26S, R1E

LEGEND

||||||| Access Control

Contractor will remove trees and shrubs as needed for construction.

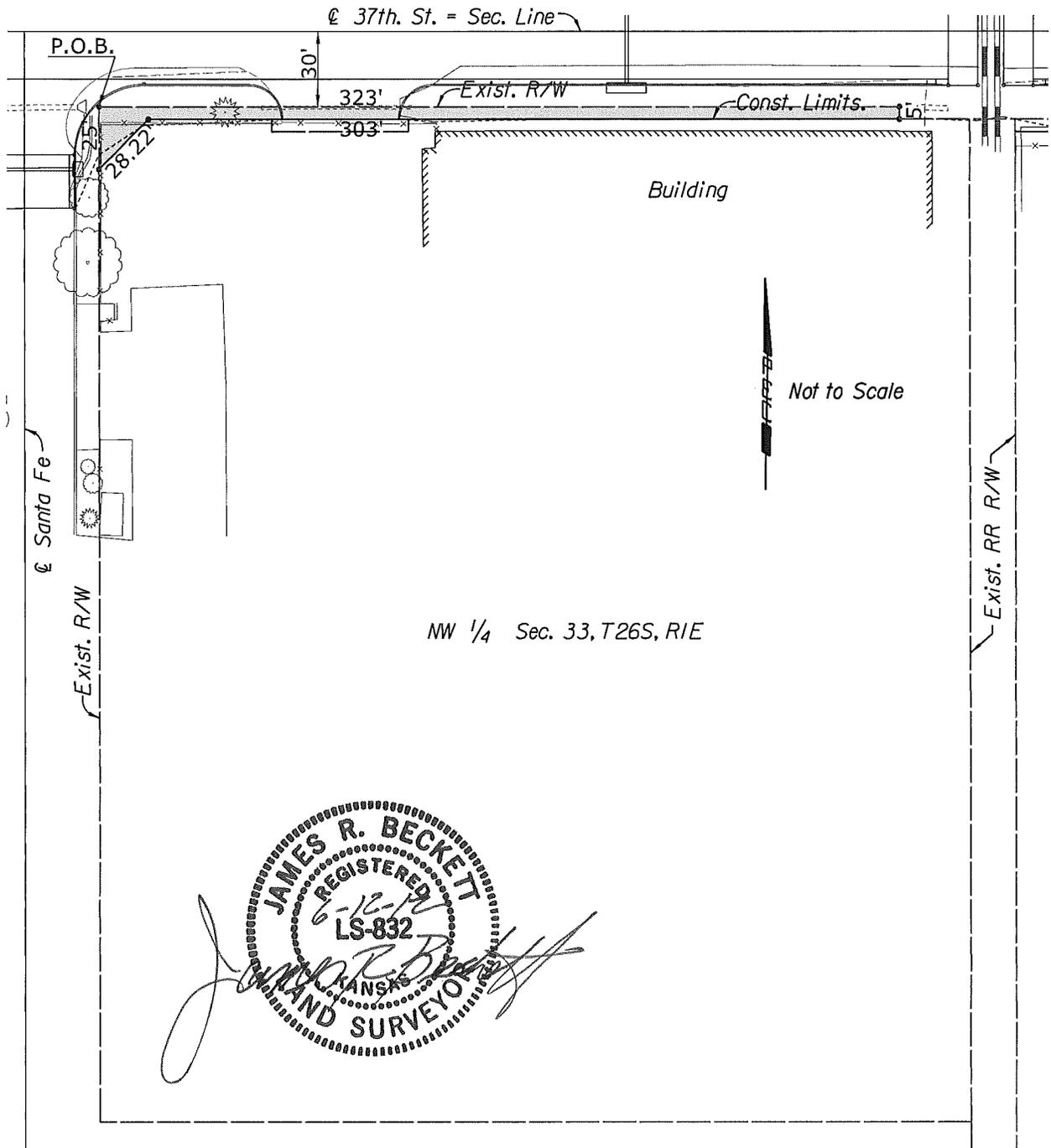
Feb. 23, 2012

**Tract #7 – B-14438
PRATT PROPERTIES INC.
RIGHT-OF-WAY / ACCESS CONTROL:**

The North 10 feet of Lot 1, Block 1, Bridgeport Industrial Park I Addition to Wichita, Sedgwick County, Kansas, containing 0.068 acres (2,969.11 sq. ft.), more or less, Together with all right of access to and from the abutting public roadway over and across the South line of said North 10 feet.



TRACT #8A - B-0018200UP
Pratt Properties, Inc.
Right of Way



Contractor will remove trees and shrubs as needed for construction.

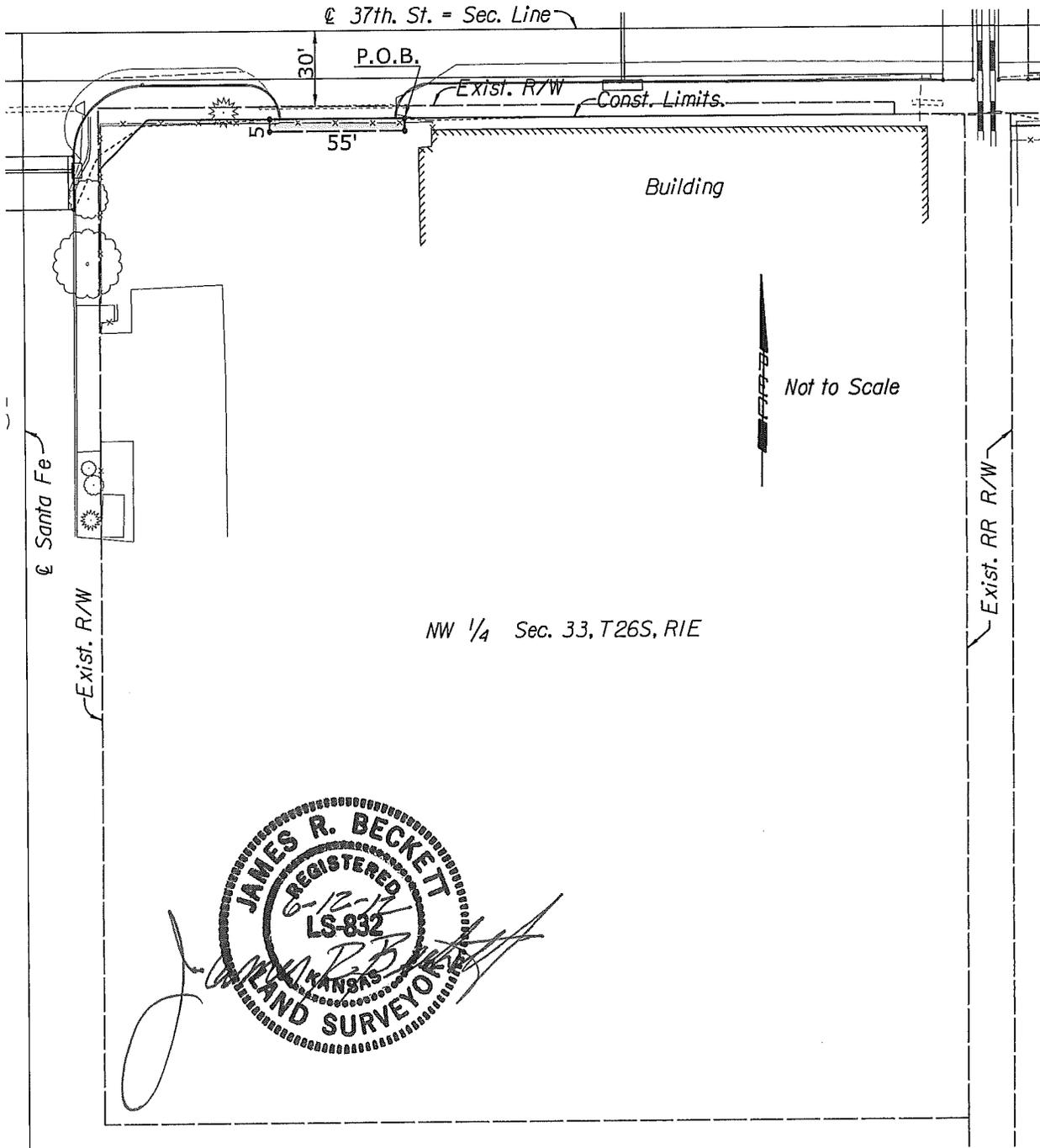
June 12, 2012

**Tract #8A – B-0018200UP
PRATT PROPERTIES INC.
RIGHT-OF-WAY:**

Beginning at a point 30 feet South and 1125 feet West of the Northeast corner of the Northwest Quarter of Section 33, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South, parallel with the East line of said Quarter, a distance of 25.00 feet; thence Northeasterly for a distance of 28.22 feet to a point 35 feet South and 1105 feet West of said Northeast corner; thence East, parallel with the North line of said Quarter, a distance of 303.00 feet; thence North, parallel with said East line, a distance of 5.00 feet; thence West, parallel with said North line, a distance of 323.00 feet to the point of beginning, containing 0.042 acres (1,815.00 sq. ft.), more or less.



TRACT #8B - B-0018200UP
Pratt Properties, Inc.
Temporary Construction Easement



Contractor will remove trees and shrubs as needed for construction.

June 12, 2012

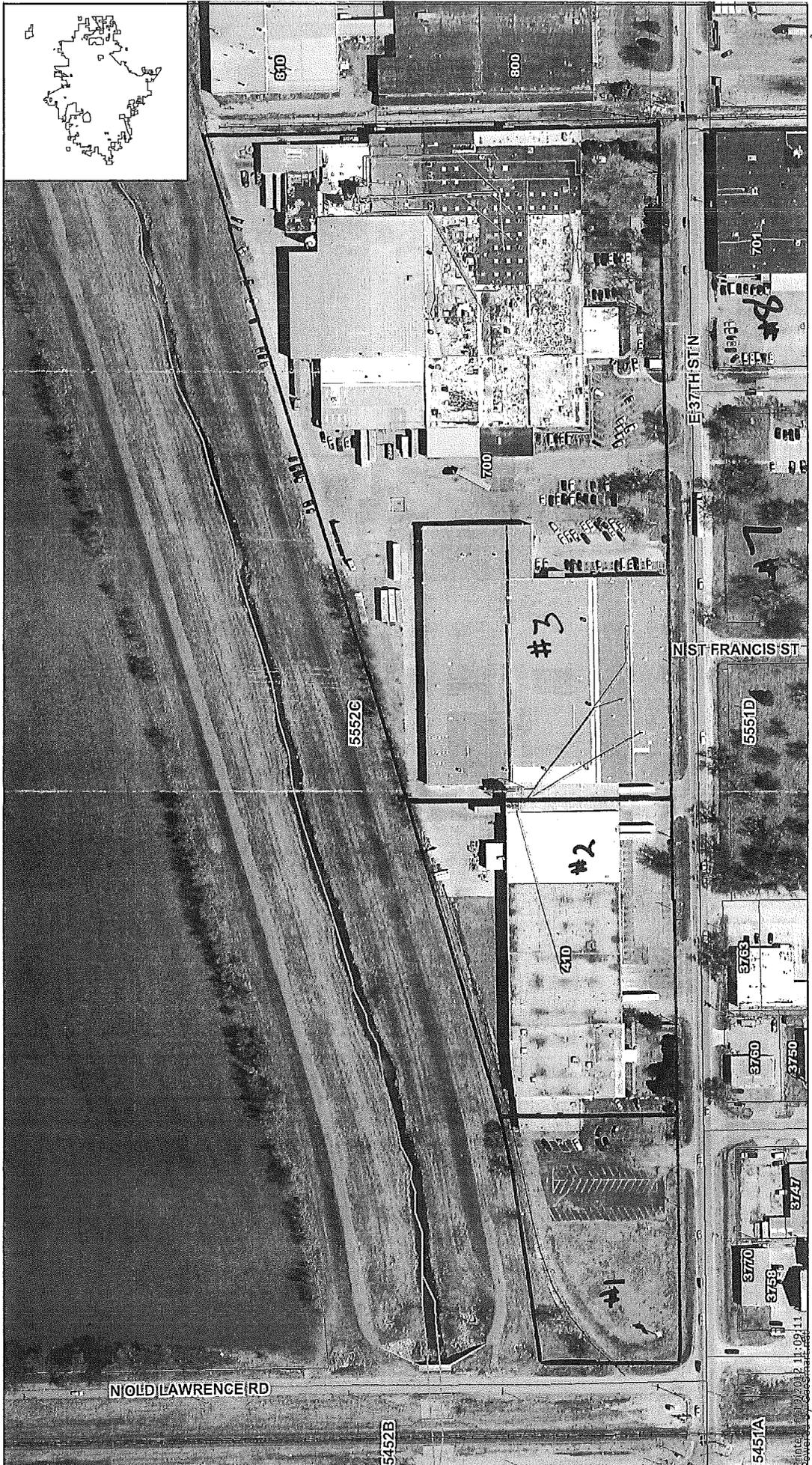
**Tract #8B – B-0018200UP
PRATT PROPERTIES INC.
TEMPORARY CONSTRUCTION EASEMENT:**

Beginning at a point 35 feet South and 1000 feet West of the Northeast corner of the Northwest Quarter of Section 33, Township 26 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas; thence South, perpendicular to the North line of said Quarter, a distance of 5.00 feet; thence West, parallel with said North line, a distance of 55.00 feet; thence North, perpendicular to said North line, a distance of 5.00 feet; thence East, parallel with said North line, a distance of 55.00 feet to the point of beginning, containing 0.006 acres (275.00 sq. ft.), more or less.



Pratt Properties

Tracts 1, 2, 3



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been not derived from public records not needed or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Public Information, etc. to confirm the accuracy of information appearing in the visual presentation accessible through this web page.



City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(District VI)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On March 4, 2013, the Board of Building Code Standards and Appeals conducted hearings on the one (1) property listed below. The building on this property is considered a dangerous and unsafe structure per State Statutes and local ordinances, and is 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 building on this property.

Analysis: Minimum Housing Code violation notices have been issued on this structure; 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 building.

Property Address
a. 3038 N Park Place

Council District
VI

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 OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 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 \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Legal Considerations: The Law Department has reviewed and approved the resolution 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 7, 2013 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.

PUBLISHED IN THE WICHITA EAGLE ON MARCH 29, 2013

RESOLUTION NO. 13-053

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 9, 10 AND 11, BLOCK 27, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY KANSAS KNOWN AS 3038 N PARK PLACE** 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 **26th day of March 2013**, 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 **7th day of May 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 9, 10 AND 11, BLOCK 27, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY KANSAS**, known as: **3038 N PARK PLACE**, 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 38 x 25 feet in size. Vacant and open, this structure is badly damaged by fire. It has rotted and missing masonite siding; badly worn composition roof with missing shingles; exposed, fire damaged framing members; and fire damaged and rotted fascia and wood trim.

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 **26th day of March 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

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 38 x 25 feet in size. Vacant and open, this structure is badly damaged by fire. It has rotted and missing masonite siding; badly worn composition roof with missing shingles; exposed, fire damaged framing members; and fire damaged and rotted fascia and wood trim.

(b) Street Address: 3038 N PARK PLACE

(c) Owners:
Roberta J Santana

637 N. Meridian
Wichita KS 67203

(d) Resident Agent:

(e) Occupant:

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N Main
Wichita KS 67203

Chris McElgunn, Attorney

301 N Main #1600
Wichita KS 67202

(g) Mortgage Holder(s):

(h) Interested Parties:

DATE: March 26, 2013

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 3038 N PARK PLACE

LEGAL DESCRIPTION: LOTS 9, 10 AND 11, BLOCK 27, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 38 x 25 feet in size. Vacant and open, this structure is badly damaged by fire. It has rotted and missing masonite siding; badly worn composition roof with missing shingles; exposed, fire damaged framing members; and fire damaged and rotted fascia and wood trim.

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.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

Director

_____ **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 9, 10 AND 11, BLOCK 27, JONES PARK ADDITION TO WICHITA, SEDGWICK COUNTY KANSAS KNOWN AS 3038 N PARK PLACE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

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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 **26th day of March 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council
SUBJECT: Payment for Settlement of Claim
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize payment of \$89,000 as a full settlement for all claims arising out of an alleged misconduct by a former Wichita Police Department Officer asserted in Case Nos. 12CV642 and 12CV2227 pending in Sedgwick County District Court.

Background: This claim arises from alleged misconduct of a former Wichita Police Department Officer. Claimant asserts claims for post traumatic stress disorder, lost wages and future medical expenses.

Analysis: The claimant has agreed to accept a lump sum payment of \$89,000 as full settlement of all her claims against the City of Wichita and its former employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not consistute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is from the City's Tort Claims Fund.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$89,000.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$89,000 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible federal funds for the support of the City's purchase of buses (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). Transit staff held a public hearing on March 22, 2013, with no adverse comments. Section 5307 funds are 83% federal and 17% local match for ADA-compliant buses.

Analysis: Wichita Transit's fleet of 56 vehicles is in poor condition. As a result of the disproportionate portion of the fleet approaching useful life and in poor condition, vehicle maintenance costs are rising and service dependability is suffering. According to Federal Transit Administration (FTA) guidelines, "useful life" for standard transit vehicles is 12 years. Currently, 64% of Wichita Transit's fleet will be beyond useful life by 2014. Manufacturers estimate delivery times to be 16 to 18 months.

In order to maintain quality service, control expenses, and position Wichita Transit for growth in the future, it is critical to have a vehicle replacement fleet modernization plan. Over the next five years, Wichita Transit will need to replace more than 40 vehicles that have reached the end of their useful life. In addition, the community input process has indicated a need to expand transit services.

Wichita Transit is proposing to proceed with applying for a grant for the purchase of buses. A Request for Proposal (RFP) would be released to solicit proposals for bus and van purchases over a five-year period. An initial purchase of up to 20 diesel buses would be made in 2014 and possibly 2015. The RFP(s) would establish a vendor and a set price, with inflationary escalators and options for the City to consider alternative fuels. At the same time, it would provide streamlining of the procurement process.

Financial Consideration: The total grant request is \$8,000,000. The federal share is \$6,640,000 (83%), and the local match of \$1,360,000 (17%) will be bonded with general obligation bonds. Transit Vehicle Fleet Replacement is in the CIP for 2013-2018. The match portion is programmed at \$3,317,370.

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

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

Attachments: Resolution

RESOLUTION NO. 13-050

**A RESOLUTION AUTHORIZING
THE FILING AND EXECUTION OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED
BY 49 U.S.C. CHAPTER 53, TITLE 23,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2013 SECTION 5307 CAPITAL PROJECTS**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Bus Purchase.

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

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on March 26, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

SUBJECT: Bonding Resolution Amendment for Douglas Avenue Bus Facility Improvement in Downtown (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the amended resolution authorizing bonding of the project.

Background: On March 20, 2012, the City Council approved a grant application to the Federal Transit Administration (FTA) Bus Livability Initiative to fund 80 percent of the cost of designing and constructing bus facility improvements along Douglas Avenue from Main Street to Washington Avenue. The FTA has awarded the City a grant in the amount of \$1,080,000 to fund the bus facility improvements. The grant requires a 20 percent local match. The \$270,000 required local match is budgeted in the 2011-2020 Capital Improvement Program. On August 21, 2012, the City Council approved general obligation bonds for the match amount of \$270,000.

Analysis: Transit staff have received and filed the grant for \$1,080,000 federal portion. Fiscal prudence requires the total amount of capital projects be authorized for bonding even if a portion the project amount is expected to be funded by other sources. Transit staff is asking that the bond amount of \$270,000 be amended to \$1,350,000, the total project cost.

Financial Consideration: The total project cost is \$1,350,000. The federal share is \$1,080,000, and the local match is \$270,000. The bond amount needs to be amended from the local match portion of \$270,000 to the total project cost of \$1,350,000.

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

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

Attachments: Resolution

FIRST PUBLISHED IN THE WICHITA EAGLE ON MARCH 29, 2013

RESOLUTION NO. 13-051

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO DESIGN AND CONSTRUCT DOUGLAS AVENUE BUS FACILITY IMPROVEMENTS IN DOWNTOWN.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, and equipment necessary for design, construction, and related improvements for bus shelters, electronic information signage, benches, trash cans, landscaping, streetscaping improvements, pavement removal/replacement, traffic control signage, striping, sidewalks, curb, gutter, storm water improvements, wheelchair ramps, bicycle parking, traffic signalization, wayfinding signage, and other improvements as needed to supplement grants, awards, or donations.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated not to exceed \$1,350,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 26th day of March, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council
SUBJECT: Century II Renovations Project (All Districts)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the agreement and adopt the bonding resolution.

Background: The 2011-2020 Capital Improvement Program (CIP) adopted by the City Council includes a project to further renovate Century II. Recent upgrades include the renovation of the Concert Hall lobby, restrooms, concession areas, and the ticket lobby. Additionally, Concert Hall seating, doors, and the store front were replaced to improve aesthetics and functionality. Upcoming projects include caulk and seal of the building exterior and replacement of glazing and roofing sections in the Convention Hall which are currently leaking.

Analysis: The continuation of improvements is needed to keep Century II competitive with similar venues. Some of these improvements include purchasing additional event equipment for Performing Arts, security upgrades, elevator and freight lift evaluation, exhibitor services technology and equipment, addition of rehearsal space, plumbing maintenance, electrical and mechanical work, restroom improvements, painting of various areas of the facility, and remodeling of kitchen/concessions areas.

In addition, a partnership project between the City and Go Wichita Convention and Visitors Bureau (Go Wichita). The partnership provides a market assessment of Century II and the convention business, which is funded by Go Wichita. The design for renovation/expansion and space utilization of the facility will be based on the findings and recommendations for the assessment. In order to avoid slowing this process, the City will issue an RFQ for design and utilization based on this report. The results of this work will allow the City and Go Wichita to do a cost benefit analysis for consideration.

Financial Considerations: The CIP includes \$1,914,500 in 2013 for the continued renovation of Century II. This funding includes already scheduled improvements, as well as the design cost for those proposed improvements resulting from the demand assessment. The funding source is the Transient Guest Tax Fund. The City assumes no financial responsibility for the Go Wichita market demand assessment.

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

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

Attachments: CIP sheet, bonding resolution, and agreement.

OCA

Published in the Wichita Eagle on March 29, 2013

RESOLUTION NO. 13-052

A RESOLUTION AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA, KANSAS FOR THE IMPROVEMENT AND RENOVATION OF CENTURY II.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, and equipment for improvements at the Century II Convention Center, including planning, design study, and subsequent design/development of Century II Convention Hall expansion/renovation, purchase of additional event equipment, facility wide phone switch and subsequent phone service upgrades, creation of rehearsal space in meeting room 102, exhibitor services technology and equipment, security plan development and improvements, evaluation study of elevators and lifts facility wide, clean and paint interior facility wide, kitchen remodel, concession service remodel. In addition, funds will be allocated for electrical, mechanical, plumbing, and restroom maintenance projects.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of K.S.A. 12-1736 and City of Wichita Charter Ordinance No. 156. The total cost is estimated at \$1,914,500, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by K.S.A. 12-1736 and City of Wichita Charter Ordinance No. 156.

SECTION 4: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 26th day of March, 2013.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

SUBJECT: Request for Permission to Submit Three Historic Preservation Fund Grant Proposals to the State Historic Preservation Office to Fund Three Historic Preservation Projects in Wichita. (All Districts)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: It is recommended that the City Council approve the grant submission proposals and authorize the City Manager to sign the applications.

Background: The grant proposals allow the City to be considered for grant funding to: 1) continue the survey of the South Central Neighborhood that began in 2010 (\$24,999 requested); 2) pay for training and travel of Historic Preservation Board members and staff at the 2013 National Association of Preservation Commission (NAPC) Conference (\$5,115 requested); and 3) pay for a week long steel window repair seminar and workshop that will be conducted in Wichita (\$14,000 requested).

Analysis: Each year the Kansas State Historic Preservation Office (SHPO) offers a competitive application process for Historic Preservation Fund (HPF) matching grants. Only Certified Local Government (CLG) communities are eligible to submit applications for FY 2013. Wichita has been a CLG since 1979. If approved, the projects would be completed by June 30, 2014. Grant Proposals from CLG communities will be given priority funding by SHPO.

Financial Consideration: The staff time of the Senior Historic Preservation Planner to oversee the projects will provide the match for the grants. As per the grant application instructions, paid staff time is documented as “cash” match rather than “in-kind” match. These grant proposals are consistent with the operating and capital budgets, and the local matching requirements are properly provided and consistent with City financial requirements. No additional funding is required of the City.

Legal Consideration: The Law Department has reviewed and approved the grant proposals as to form. Federal and State assurances have been provided. Its implementation will not negatively impact local development plans, zoning, land use or licensing requirements.

Recommendation/Actions: It is recommended that the City Council approve submission of the grant proposals and authorize the City Manager to sign the agreements.

Attachments:
FY2013 Historic Preservation Fund Grant Application for the South Central Neighborhood Survey Area 2;
FY2013 Historic Preservation Fund Grant Application for the Scholarship for NAPC Conference 2013; and
FY2013 Historic Preservation Fund Grant Application for the Steel Window Repair Seminar and Workshop.



FY2013 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita Historic Preservation Office

Authorized Signatory (type or print): Robert Layton, City Manager

Authorized Signatory (signature): _____

Mailing Address: 455 N Main, 13th Floor

Wichita, KS 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

Mailing Address: 455 N Main, 10th Floor

Wichita, KS 67202

Telephone Number: 316-268-4421

E-mail: kmorgan@wichita.gov

3. U.S. Congressional District Number: 4

4. Is this application being submitted by a Certified Local Government (CLG) ? Yes X No _____

5. Project Title: South Central Neighborhood Survey Area 2

6. Project Beginning Date: June 15, 2013 Project Ending Date: May 31, 2014

7. Project Type:

<input type="checkbox"/>	Survey and Inventory	<input type="checkbox"/>	Preservation Assistant
<input type="checkbox"/>	National Register nomination	<input type="checkbox"/>	Educational Activity
<input type="checkbox"/>	Preservation Plan or Ordinance	<input type="checkbox"/>	Other
<input type="checkbox"/>	Design Review Guidelines	<input type="checkbox"/>	

8. Estimated Project Costs:

Total Project Cost	<u>\$42,129.00</u>
Federal Share (60%)	<u>\$24,999.00</u>
Total Match (40%)	<u>\$17,130.00</u>
Cash Match	<u>\$3,334.00</u>
In-Kind Match	\$ _____

FY 2013 HISTORIC PRESERVATION FUND GRANT APPLICATION

City of Wichita, Kansas
Historic Preservation Office
MAPD, 10th Floor
455 N. Main
Wichita, KS 67202
(316) 268-4392

PROJECT DESCRIPTION AND RATIONALE

1(a). The City of Wichita Historic Preservation Office proposes to expand the database of surveyed buildings through an historic building survey of a portion of the South Central Neighborhood of Wichita which was developed between 1910 and 1955. This neighborhood is immediately south Wichita's historic central business district. This survey project continues the documentation of structures to the south of the 2010 South Central Neighborhood Survey Area 1. Survey Area 2 is bounded on the north by Morris Street, Bailey Street right-of-way (Kansas & Oklahoma Railroad) on the south, on the west by the Arkansas River and on the east by Mead Street (see South Central Neighborhood Area 2 map). There are approximately 330 parcels with extant structures. Of these 390 parcels, almost 50 percent have secondary structures associated with the main structure. Four individually listed National Register sites and one National Register Historic District are in close proximity to the survey area.

Commercial and industrial structures are located along Mead Street and the north/south railroad right-of-way. The remainder of the area between the Arkansas River and Mead Street are residential, religious and educational structures. US Census data between 1900 and 1930 identify a significant concentration of Latinos occupying the areas adjacent to the railroad tracks that form the eastern boundary of the proposed survey area.

This area, with its underutilized, small commercial districts and proximal affordable housing, is in a prime location to gentrify based on redevelopment of the historic commercial business district. A neighborhood survey of this area will be invaluable in guiding the future redevelopment of this mixed use neighborhood so it retains its significant historic fabric and guides new development in using compatible materials, scale and rhythm of infill construction.

In order to utilize the City of Wichita Historic Preservation Office resources to their optimum function, the Historic Preservation Office is requesting the grant funds be used to pay a consultant to perform the required field survey and data entry. Map production during the 12 month period of the grant project and some of the data entry will be performed by planning analysts and the historic preservation planner.

This project supports the list of high-priority projects identified by the State Historic Preservation Office to survey 20th century residential neighborhoods, increase knowledge and awareness of historic resources associated with minority populations in Kansas and expand the documentation and breadth of the Residential Resources 1870-1957 of Wichita, Kansas MPD (2007) written by Kathy Morgan and Barbara Hammond.

1(b). Products

The products derived from the grant request will be:

- 1) Approximately 390 completed Kansas Reconnaissance Survey Forms entered into the KSHS survey database and one electronic copy of site plans and field survey photographs;
- 2) An article written for the quarterly Kansas Preservation publication;
- 3) Monthly reports documenting the activity of the preservation office; and
- 4) A written methodology report.

1(c). Implementation

Monthly reports filed with SHPO Grants Manager by the 10th of each month.

June 17, 2013 Approval of consultant selection and contract.

September 2, 2013 Submit 100 completed draft survey forms into the web database for review by KSHS survey coordinator

December 16, 2013 Submit 100 completed draft survey forms into the web database for review by KSHS survey coordinator.

March 6, 2014 Submit remaining draft survey forms.

April 6, 2014 Submit draft of methodology report and article for publication in Preservation Kansas quarterly magazine

May 31, 2014 Submission of completion report with accompanying final products and billing request.

2. The survey area is bounded on the north by Morris Street, Bailey Street right-of-way (Kansas & Oklahoma Railroad) on the south, on the west by the Arkansas River and on the east by Mead Street (see South Central Neighborhood Area 2 map). There are approximately 330 parcels with extant structures. Commercial and industrial structures are located along Mead Street and the north/south railroad right-of-way. The remainder of the area between the Arkansas River and Mead Street are residential, religious and educational structures.
3. The project area is located within the Wichita City limit and is approximately 79 acres.
4. CD of 15 digital photos included with application.

APPLICANT ORGANIZATION AND PERSONNEL

1. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) Historic Preservation Office is located in the Wichita City Hall, and exists under the aegis of the MAPD, Current Plans Division. The Wichita Historic Preservation Office has been housed in the Current Plans Division of the MAPD since 1979. Staff associated with the proposed project will include the: Current Plans Division Manager, Historic Preservation Senior Planner, and

Current Plans Planning Aide for Mapping and Zoning. Kathy Morgan will be responsible for the project on a daily basis submitting monthly progress reports, survey products, completion reports and billing requests. Dale Miller, Current Plans Division Manager will provide additional oversight.

2. Resumes are attached for Kathy Morgan, Dale Miller, and Jim Schiffelbein. The personnel involved with the project meet the requirements of the Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, preservation economics, architectural history, history, anthropology, and humanities, which require a minimum of two (2) years of demonstrable experience in applying the theories, methods, and practices of historic preservation that enables in the identification, evaluation, or treatment of historic or archaeological resources.
3. N/A
4. Since 1999, the Wichita Historic Preservation Office has received grants from the Kansas State Historical Society funding 25 projects and currently has one (1) active grant. The grants have been used for staffing design review assistant position, national register nominations, surveys, publications, planning documents and conferences.

These grants have been administered according to reporting requirements and have been completed within the required time frame and the specified products submitted.

5. No other sources of funds have been sought for this project because actual cash matches are required and the MAPD budget does not have any available monies for match requirements.

PUBLIC EDUCATION AND IMPACT

All activities of the Historic Preservation Office are conducted in a public forum once a month and the proceedings are official public record of the Historic Preservation Board.

The South Central Neighborhood Area 2 Historic Properties Survey will chronicle eight decades of commercial, civic and residential history that will include information about specific location of minority populations here-to-fore not published in a concise historic context report. This report will be incorporated into the existing Residential Resources 19870-1957 Wichita, Kansas MPD (2007). Identification of state/national register eligible properties will guide economic development stimulated by adoption of the Wichita Downtown Master Plan in September 2010. The survey will provide a guide for residential neighborhood gentrification stimulated by housing growth projections over the next five years which have been identified in the preliminary findings of the Goody Clancy Downtown Master Plan.

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

All staff to be utilized in conducting the survey meets Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, architectural history, history, anthropology, and humanities as it pertains to their daily planning activities.

CITY MATCH	\$17,130.00
Administrator – Current Plans Division Manager (\$60.50/hr @ 30 hours)	\$ 1,815.00
Current Plans Division, Senior Planner (208 hours @ \$43.80/hr)	\$11,367.00
Current Plans Division, Planning Aide (120 hours @ \$32.90/hr)	\$ 3,948.00
FEDERAL MATCH	\$24,999.00
Preservation Consultant to complete survey	\$24,999.00
TOTAL BUDGET	\$42,129.00

Accounting system used for tracking

City of Wichita payroll system "Cyborg" and financial tracking system "Performance"

E. Project Budget Chart

BUDGET ITEMS	1. RECIPIENT MATCH		2. INDIRECT EXPENSES	3. FEDERAL SHARE	4. TOTAL
	a) CASH	b) IN-KIND	(Universities Only)		
1. SALARIES (list each separately) Administrator Kathy Morgan, Senior Planner	\$11,367.00				\$11,367.00
GIS mapping Planning Aide	\$ 3,948.00				\$ 3,948.00
Current Plans Div Manager, Dale Miller	\$ 1,815.00				\$ 1,815.00
Consultant				\$24,999.00	
2. Mileage					
3. Expendable Supplies					
4. Film and Film Processing					
5. Communication					
6. Office Rent					
7. Printing and Advertising					
8. Utilities					
9. Equipment Rent					
10. Equipment Maintenance					
11. Insurance and Bonding					
12. Other					
TOTAL	\$17,130.00			\$24,999.00	\$42,129.00

*Totals on this page should match totals on cover sheet of application.

1a+1b+2=40% 3=60% 4=100%

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager

Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas

(hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

City of Wichita Historic Preservation Office

Applicant-Recipient

by Robert Layton, City Manager

(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202

Applicant-Recipient's Mailing Address

DI-1350

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c),(d),(e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

South Central Neighborhood Survey Area 2





FY2013 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita Historic Preservation Office

Authorized Signatory (type or print): Robert Layton, City Manager

Authorized Signatory (signature): _____

Mailing Address: 455 N Main, 13th Floor

Wichita, KS 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

Mailing Address: 455 N Main, 10th Floor

Wichita, KS 67202

Telephone Number: 316-268-4421

E-mail: kmorgan@wichita.gov

3. U.S. Congressional District Number: 4

4. Is this application being submitted by a Certified Local Government (CLG) ? Yes X No _____

5. Project Title: Steel Window Repair Seminar and Workshop

6. Project Beginning Date: June 15, 2013 Project Ending Date: May 31, 2014

7. Project Type:

<input type="checkbox"/>	Survey and Inventory	<input type="checkbox"/>	Preservation Assistant
<input type="checkbox"/>	National Register nomination	<input checked="" type="checkbox"/>	Educational Activity
<input type="checkbox"/>	Preservation Plan or Ordinance	<input type="checkbox"/>	Other
<input type="checkbox"/>	Design Review Guidelines	<input type="checkbox"/>	

8. Estimated Project Costs:

Total Project Cost	<u>\$23,365.00</u>
Federal Share (60%)	<u>\$14,000.00</u>
Total Match (40%)	<u>\$ 9,365.00</u>
Cash Match	<u>\$9,365.00</u>
In-Kind Match	<u>\$ _____</u>

FY 2010 HISTORIC PRESERVATION FUND GRANT APPLICATION

City of Wichita, Kansas
Historic Preservation Office
MAPD, 10th Floor
455 N. Main
Wichita, KS 67202
(316) 268-4392

PROJECT DESCRIPTION AND RATIONALE

1(a). The City of Wichita Historic Preservation Office proposes to host a five day steel and aluminum window restoration seminar and workshop.

The preservation aspect of the seminar will include demonstrations of proper removal of steel sashes, repair and weatherization techniques; and reinstallation of the repair units. Three lab sites have been tentatively selected to give a range of conditions – Old Mission Mausoleum (RHKP, NRHP); McCormick School (WHRP, RHKP, NRHP) and the Rounds and Porter building – current window repair staging building owned by the City of Wichita.

The grant will be used to bring Jim Turner of Turner Restoration from Detroit, Michigan to conduct the seminar and workshop. Mr. Turner is well-recognized in his field and has consulted on projects in Wichita. Mr. Turner's expenses cover travel, transportation of tools and materials needed for the seminar and workshop.

1(b). Products

The products derived from the grant request will be:

- 1) Day One – classroom background teaching structure, mechanical operation and repair of steel windows
- 2) Day Two – demonstration of proper window removal techniques; participants work in teams to remove windows
- 3) Days Three and Four – Demonstration of proper repair techniques; teams work on repairing sashes
- 4) Day Five – Sashes reinstalled.

1(c). Implementation

Monthly reports filed with SHPO Grants Manager by the 10th of each month.

June 28, 2013 Begin selection process for the workshop provider

Aug 5, 2013 Date set for seminar and workshop

Nov 18, 2013 Conference brochure completed and web-based promotion outlined and pre-registration beginning

April 28 – May 3, 2014 TENTATIVE DATE

May 31, 2014 Submission of completion report with accompanying final products and billing request.

2. The seminar/workshop will be marketed throughout the state through AIA Kansas, USGBC, Kansas Preservation Alliance membership and Kansas State Historical Society.

APPLICANT ORGANIZATION AND PERSONNEL

1. The Wichita-Sedgwick County Metropolitan Area Planning Department (MAPD) Historic Preservation Office is located in the Wichita City Hall, and exists under the aegis of the MAPD, Current Plans Division. The Wichita Historic Preservation Office has been housed in the Current Plans Division of the MAPD since 1979. Staff associated with the proposed project will include the: Current Plans Division Manager, Historic Preservation Senior Planner, and the MAPD Environmental Initiatives Manager. The Environmental Initiatives became part of MAPD in 2010 during a city department restructuring. Kathy Morgan will be responsible for the project on a daily basis submitting monthly progress reports, survey products, completion reports and billing requests. Dale Miller, Current Plans Division Manager and D. Kay Johnson, Manager of Environmental Initiatives will provide additional oversight.
2. Resumes for Kathy Morgan and Dale Miller are on file with the SHPO Grants Coordinator. The personnel involved with the project meet the requirements of the Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, preservation economics, architectural history, history, anthropology, and humanities, which require a minimum of two (2) years of demonstrable experience in applying the theories, methods, and practices of historic preservation that enables in the identification, evaluation, or treatment of historic or archaeological resources.
3. N/A
4. Since 1999, the Wichita Historic Preservation Office has received grants from the Kansas State Historical Society funding 25 projects and currently has one (1) active grant. The grants have been used for staffing design review assistant position, national register nominations, surveys, publications, planning documents and conferences.

These grants have been administered according to reporting requirements and have been completed within the required time frame and the specified products submitted.

PUBLIC EDUCATION AND IMPACT

The goal is to teach home owners, small contractors and construction companies involved in projects that have steel and aluminum windows how to rehabilitate instead of throwing windows in the construction dump. City 7 will be approached to video sessions that will become part of the cable programming.

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

All staff to be utilized in conducting the survey meets Secretary of the Interior's Professional Qualification Standards for the areas of preservation planning, architectural history, history, anthropology, and humanities as it pertains to their daily planning activities.

CITY MATCH	\$ 9,365.00
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Administrator – Senior Historic Preservation Planner (200 hours @ \$43.80/hr)	\$ 8,760.00
Current Plans Division Manager (\$60.50/hr @ 10 hours)	\$ 605.00

CASH MATCH

AIA Wichita	\$ 3,000.00
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FEDERAL MATCH	\$14,000.00
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Consultant for seminar and workshop
Jim Turner Restoration

TOTAL BUDGET	\$23,365.00
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Accounting system used for tracking

City of Wichita payroll system "Cyborg" and financial tracking system "Performance"

E. Project Budget Chart

BUDGET ITEMS	1. RECIPIENT MATCH		2. INDIRECT EXPENSES	3. FEDERAL SHARE	4. TOTAL
	a) CASH	b) IN-KIND	(Universities Only)		
1. SALARIES (list each separately) Administrator Kathy Morgan, Senior Planner	\$ 8,760.00				\$ 8,760.00
Current Plans Div Manager, Dale Miller	\$ 605.00				\$ 605.00
Consultant				\$14,000.00	\$14,000.00
2. Mileage					
3. Expendable Supplies					
4. Film and Film Processing					
5. Communication					
6. Office Rent					
7. Printing and Advertising					
8. Utilities					
9. Equipment Rent					
10. Equipment Maintenance					
11. Insurance and Bonding					
12. Other					
TOTAL	\$9,365.00			\$14,00.00	\$23,365.00

*Totals on this page should match totals on cover sheet of application.

1a+1b+2=40% 3=60% 4=100%

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

(1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;

(2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.

(3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.

(4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.

(5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.

(6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.

(7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.

(8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.

(9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager

Typed Name and Title of Signatory

U.S. DEPARTMENT OF THE INTERIOR
ASSURANCE OF COMPLIANCE
(Title VI, Civil Rights Act of 1964)

City of Wichita, Kansas

(hereinafter called Applicant-Recipient)

HEREBY AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by or pursuant to the Department of the Interior Regulation (43 CFR 17) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, national origin, age, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the National Park Service and,

HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid Federal financial assistance extended to the Applicant-Recipient by the National Park Service, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, the assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the National Park Service.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signature appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

Date

Applicant-Recipient

by Robert Layton, City Manager
(President, Chairman of Board or Comparable authorized Official)

455 N. Main, Wichita, Kansas 67202
Applicant-Recipient's Mailing Address

DI-1350

U.S. Department of the Interior

**Certifications Regarding Debarment, Suspension and
Other Responsibility Matters, Drug-Free Workplace
Requirements and Lobbying**

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters – Primary Covered Transactions – (The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, “Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. See below for language to be used; use this form for certification and sign; or use Department of Interior Form 1954 (DI-1954). See Appendix A of Subpart D of 43 CFR Part 12).

Certification Regarding Debarment, Suspension, ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions – (See Appendix B of Subpart D of 43 CFR Part 12).

Certification Regarding Drug-Free Workplace Requirements – Alternate I. (Grantees Other Than Individuals) and Alternate II. (Grantees Who are Individuals) – See Appendix C of Subpart D of 43 CFR Part 12).

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative Agreement or loan.

**PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion –
Lower Tier Covered Transactions**

CHECK IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

- 1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- 2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL.

Alternate I. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about –
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a);
- d) Notifying the employee in the statement required by paragraph a) that, as a condition of employment under the grant, the employee will –
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted –
 - 1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c),(d),(e), and (f).

B. The grantee may insert in the space provided below the sites(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

- a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)

**PART E: Certification Regarding Lobbying
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000; A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT.

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

Robert Layton, City Manager

TYPED NAME AND TITLE

DATE

DI-2010
June 1995
(This form replaces DI-1953, DI-1954,
DI-1955, DI-1956 and DI-1963)



FY2013 Historic Preservation Fund Grant Application

Use this form as your application cover sheet.

1. Applicant (Subgrantee): City of Wichita Historic Preservation Office

Authorized Signatory (type or print): Robert Layton, City Manager

Authorized Signatory (signature): _____

Mailing Address: 455 N Main, 13th Floor

Wichita, KS 67202

2. Contact Person: Kathy L. Morgan, Senior Planner

Mailing Address: 455 N Main, 10th Floor

Wichita, KS 67202

Telephone Number: 316-268-4421

E-mail: kmorgan@wichita.gov

3. U.S. Congressional District Number: 4

4. Is this application being submitted by a Certified Local Government (CLG) ? Yes X No _____

5. Project Title: Scholarship for NAPC Conferrence 2013

6. Project Beginning Date: June 15, 2013

Project Ending Date: May 31, 2014

7. Project Type:

<input type="checkbox"/>	Survey and Inventory	<input type="checkbox"/>	Preservation Assistant
<input type="checkbox"/>	National Register nomination	<input checked="" type="checkbox"/>	Educational Activity
<input type="checkbox"/>	Preservation Plan or Ordinance	<input type="checkbox"/>	Other
<input type="checkbox"/>	Design Review Guidelines	<input type="checkbox"/>	

8. Estimated Project Costs:

Total Project Cost	<u>\$8,669.00</u>
Federal Share (60%)	<u>\$5,115.00</u>
Total Match (40%)	<u>\$3,554.00</u>
Cash Match	<u>\$1,401.00</u>
In-Kind Match	<u>\$2,153.00</u>

PROJECT BUDGET

The project budget is attached.

BUDGET RATIONALE

Project based on cost of attendance of the bi-annual National Alliance of Preservation Commissions in Philadelphia in October 2013.

In-kind match is attendance hours during the conference by each commission member and hourly rate is based on Kansas minimum wage rates.

CITY MATCH (in-kind)	\$ 3,554.00
Mike Seiwert 32 hours @ \$60 per hour	\$ 1,920.00
Rachelle Ablah Pulkilla 32 hours @ \$7.25 per hour	\$ 233.00
Kathy L Morgan 32 hours @ \$43.80 per hour	\$ 1,401.00
FEDERAL MATCH	\$ 5,115.00
Registration Fees 3 registrations @ \$175	\$ 525.00
Airfare for 3 @ \$450 per person	\$ 1,350.00
*Hotel – 5 nights per person @ \$150.00 per night	\$ 2,250.00
*Per Diem - \$ 66 per person for 5 days	\$ 990.00
TOTAL BUDGET	\$8,669.00

*Based on GSA Rates for cities in the US.

E. Project Budget Chart

BUDGET ITEMS	1. RECIPIENT MATCH		2. INDIRECT EXPENSES	3. FEDERAL SHARE	4. TOTAL
	a) CASH	b) IN-KIND	(Universities Only)		
1. SALARIES (list each separately)	\$1,401.00				\$1,401.00
Administrator Kathy Morgan, Senior Planner					
Mike Seiwert		\$1,920.00			\$1,920.00
Rachelle Pulkkila		\$ 233.00			\$ 233.00
Consultant					
2. Registration				\$ 525.00	\$ 525.00
3. Hotel				\$2,250.00	\$2,250.00
4. Airfaire				\$1,350.00	\$1,350.00
5. Per Diem				\$ 990.00	\$ 990.00
6. Office Rent					
7. Printing and Advertising					
8. Utilities					
9. Equipment Rent					
10. Equipment Maintenance					
11. Insurance and Bonding					
12. Other					
TOTAL	\$17,130.00			\$5,115.00	\$8,669.00

*Totals on this page should match totals on cover sheet of application.

1a+1b+2=40% 3=60% 4=100%

ASSURANCES

Applicants must agree to the following assurances for their applications to be considered for funding.

Applicants hereby agree and acknowledge that:

- (1) if they are awarded funds, they will conduct their operations in accordance with Title VI and VII of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Kansas Act Against Discrimination, and the Americans With Disabilities Act of 1990 which bar discrimination against any employee, applicant for employment, or any person participating in any sponsored program on the basis of race, creed, color, national origin, religion, sex, age, or physical or mental disability, and require compensation for employment at no less than minimum wage requirements, and will provide safe and sanitary working conditions;
- (2) they will perform no work for which reimbursement will be requested until (a) they have been notified that their application was approved; (b) a project agreement has been signed by the applicant and the State Historic Preservation Officer; and (c) they have been notified in writing that the work may begin.
- (3) they have sufficient funds to match the Historic Preservation Fund grant and will pay for materials and services pending reimbursement by the Kansas State Historical Society.
- (4) they will carry out the project in accordance with the relevant standards and guidelines developed by the Secretary of the Interior for Preservation Planning, Identification, Evaluation, and Registration.
- (5) they will follow the guidelines established by the Kansas Historic Preservation Office and the U.S. Department of the Interior for the Historic Preservation Fund grant-in-aid.
- (6) they will notify the Kansas Historic Preservation Office of any changes in the source or sources of the match, the project conditions, project scope of work, personnel changes, or of any other factors that might affect the progress, completion or outcome of the project.
- (7) the filing of this application has been approved by the legally authorized governing body of the applicant, if applicable.
- (8) the facts, figures, and information contained in this application, including all attachments, are true and correct. The submission of fraudulent information is grounds for the cancellation of an Historic Preservation Fund grant.
- (9) all components of the grant application, including mandatory attachments are included and no additional or missing materials will be submitted after the stated application deadline.

Date

Signature of Authorized Signatory

Robert Layton, City Manager

Typed Name and Title of Signatory

City of Wichita
City Council meeting
March 26, 2013

TO: Mayor and City Council

SUBJECT: Perry Avenue Bicycle Route Signs Donation (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Accept the donation of the signs, poles, and related equipment.

Background: The community based Wichita Initiative to Renew the Environment (WIRE) seeks to donate the signs, sign posts, and related equipment necessary to create a 1.1 mile long bicycle route along Perry Avenue, Porter Avenue, and Woodrow Avenue between the existing Arkansas River Path and Rosalie Bradley Path along 21st Street (Perry Bicycle Route). The WIRE organization has focused on identifying and addressing four community environmental concerns, one of which is vehicular air emissions. In order to help address vehicular air emissions, the WIRE has proposed to increase the amount of bicycling in Wichita by donating the signs, sign posts, and related hardware necessary to create the Perry Avenue Bicycle Route. The WIRE project is funded through a cooperative agreement with the United States Environmental Protection Agency.

The proposed Perry Avenue Bicycle Route would follow the same route recommended in the City of Wichita Bicycle Master Plan for a future bicycle boulevard and is identified as one of the top 10 on-street bicycle facility priorities. Planning Department staff provided a presentation of the proposed bicycle route to the North Riverside Neighborhood Association on August 20, 2012. On September 17, 2012, the North Riverside Neighborhood Association President sent an email to staff indicating that they concurred with the bicycle route alignment presented on August 20.

Analysis: The bicycle route would travel along Woodrow Avenue, Porter Avenue, and Perry Avenue. Approximately 51 signs and 23 posts would be installed at 32 locations along the route, including streets and the existing paths. In many cases, multiple signs will be installed on a single post. Existing posts will be also be utilized when available. No additional improvements are required at this time.

Financial Considerations: The WIRE organization has offered to provide all the signs, posts, and hardware necessary for the bicycle route. Installation and maintenance, including replacement of the signs, would be provided by the City. City staff estimates that the signs will need to be replaced every ten years. The estimated annual maintenance costs for the Perry Avenue Bicycle Route is \$400. The proposed funding source is the Traffic Control Maintenance operating budget.

Legal Considerations: The Law Department has approved the donation of signs and post from the WIRE group.

Recommendations/Actions: It is recommended that the City Council accept the donation of the Perry Avenue Bicycle Route signs, posts, and related hardware.

Attachments: Perry Avenue Bicycle Route map and examples.

Perry Avenue Bicycle Route Map and Examples



D11-1



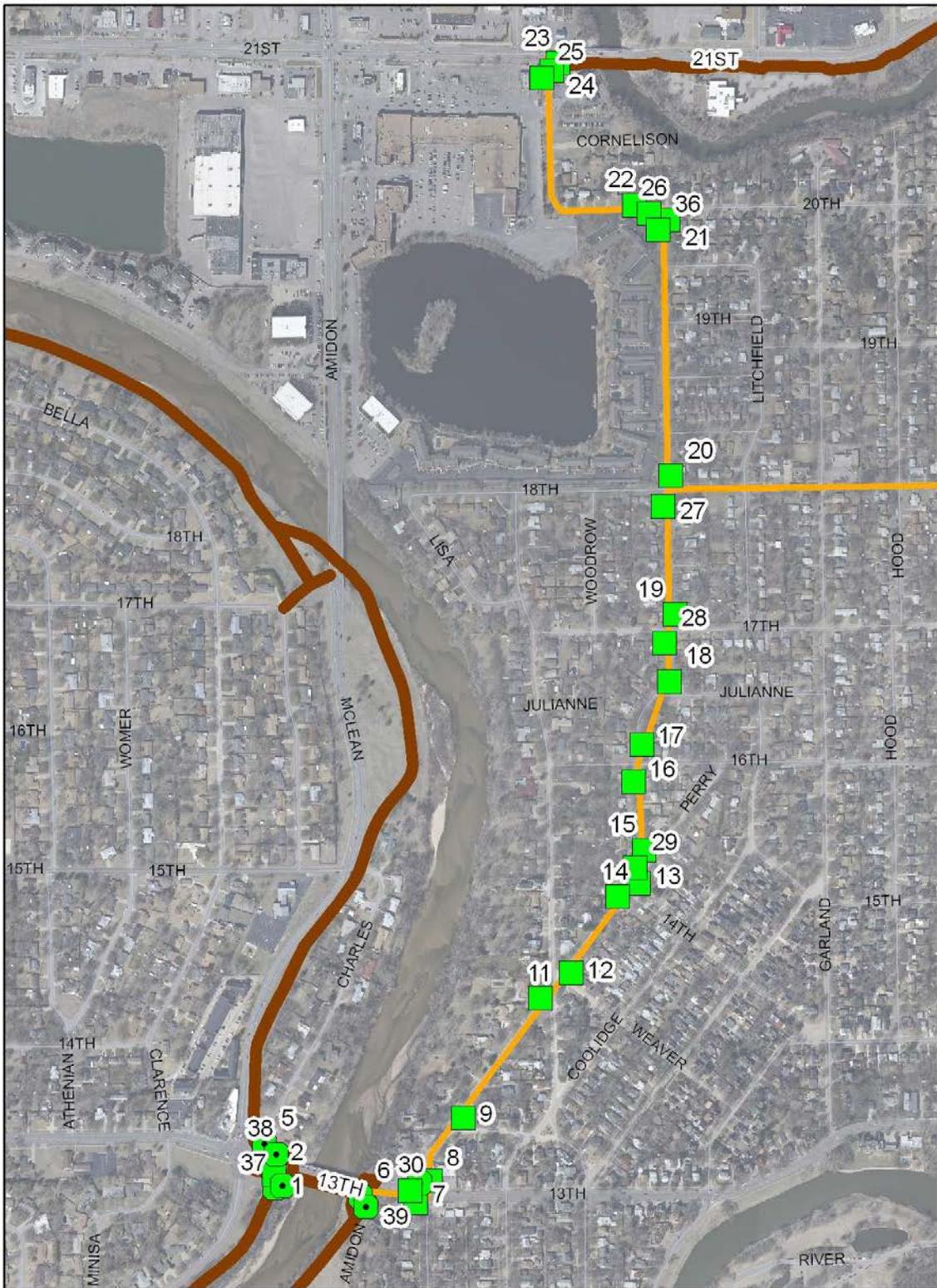
M6-1



D1-1b



Perry Avenue Bicycle Route



City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

SUBJECT: Revised Ordinance Authorizing the Amended Exchange Place Development Agreement (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Place on first reading the revised ordinance adopting the amended development agreement.

Background: On December 18, 2012 the City Council approved a third amended and restated development agreement and adopted an amended bonding ordinance for the Exchange Place redevelopment project. Between the first and second readings of the ordinance, Bond Counsel provided a revised ordinance to be adopted on the second reading. The original ordinance was not replaced by the revised ordinance and the original ordinance was subsequently signed and published.

Analysis: The revised ordinance provides authorization for the execution of the third amended and restated development agreement as well as the full faith and credit tax increment bonds. The original ordinance authorized the issuance of bonds but did not include language authorizing the execution of the development agreement. Bond Counsel determined the ordinance should include language authorizing the execution of the agreement as well.

Financial Considerations: The ordinance allows the City to finance the project costs using Tax Increment Financing bonds. Any costs associated with publication of the ordinance will be paid for out of the project and reimbursed through the issuance of bonds.

Legal Considerations: The attached home rule ordinance has been prepared by Bond Counsel and approved as to form by the Law Department. The home rule ordinance is required to authorize economic development loans or grants by cities in Kansas, under constitutional home rule powers, since such authority is not addressed in statute.

Recommendations/Actions: It is recommended that the City Council approve first reading of the home rule ordinance authorizing the execution and delivery of the Third Amended and Restated Development Agreement Regarding Development of the Exchange Place Project and authorize the necessary signatures.

Attachments: Revised Home Rule Ordinance

(PUBLISHED IN THE *WICHITA EAGLE* ON APRIL 5, 2013)

ORDINANCE NO. 49-477

AN ORDINANCE AUTHORIZING THE EXECUTION OF A THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND THE ISSUANCE OF FULL FAITH AND CREDIT TAX INCREMENT BONDS OF THE CITY OF WICHITA, KANSAS TO PAY ALL OR A PORTION OF THE COSTS OF ACQUIRING REAL PROPERTY, DEMOLITION OF EXISTING STRUCTURES, AND DESIGN AND CONSTRUCTION OF A PUBLIC PARKING GARAGE, AND SITE IMPROVEMENTS RELATED TO THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT, EXCHANGE PLACE PROJECT AREA.

WHEREAS, the City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

WHEREAS, pursuant to the Constitution, particularly Article 12, Section 5 thereof, and statutes of the State of Kansas, particularly of K.S.A. 12-1770 *et seq.*, as amended (collectively, the “Act”), the City Council of the City (the “Governing Body”), has heretofore, by ordinance, established a redevelopment district within the City known as the Center City South Redevelopment District (the “District”); and

WHEREAS, pursuant to the Act, the Governing Body, by ordinance, duly adopted a redevelopment project plan for the Exchange Place Project Area within the District, as amended from time to time (the “Project Plan”), which includes, but is not limited to, the acquisition of land within the Project Area, the demolishing of certain existing structures thereon, the design and construction of a public parking garage and making certain other site improvements, all in conjunction with development of additional housing and commercial structures by a private developer within the Project Area; and

WHEREAS, the Project Plan also authorizes the issuance by the City of its full faith and credit tax increment bonds of the City in order to finance all or a portion of the redevelopment project costs to be paid by the City; and

WHEREAS, the City has entered into a development agreement with the developer of the District to implement the Project Plan, which development agreement has heretofore been amended and restated on two occasions (collectively, the “Development Agreement”); and

WHEREAS, the Development Agreement is proposed to be further modified by a Third Amended and Restated Development Agreement by and among the City, the developer named therein and another party related to the District (the “Third Amendment”), which has been submitted to the Governing Body for consideration; and

WHEREAS, pursuant to the Act, the Governing Body hereby finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that the City enter into the Third Amendment and to issue full faith and credit tax increment bonds of the City, in an aggregate principal amount not to exceed \$9,030,000, in one or more series (the “Bonds”), exclusive of the costs of interest on borrowed money, be authorized and issued for the purpose of paying all or a portion of the estimated \$10,692,500 costs of the land acquisition, demolition, design and construction of a parking garage and site improvements referred to in the Third Amendment.

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

SECTION 1. The Third Amendment is hereby approved in substantially the form presented to the Governing Body, with such changes as may be approved by the City Attorney, which provides, in part that it is necessary to acquire real property located within the Project Area of the District, to demolish certain existing structures located thereon, and to design and construct a public parking garage and site improvements located within the Project Area as described in the Project Plan. The Mayor is hereby authorized to execute the Third Amendment by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

SECTION 2. The Governing Body hereby declares it to be its intention to issue and sell, pursuant to the Act, the Bonds, to finance all or a portion of the project costs described in Section 1 hereof to be paid by the City pursuant to the Third Amendment. Project Costs not paid from proceeds of the Bonds may be paid from available revenues of the City. The Bonds may be issued from time to time by subsequent action of the Governing Body.

SECTION 3. In order to temporarily finance the aforesaid project costs prior to the issuance of the Bonds as hereinbefore provided, there may be issued temporary improvement notes, in one or more series, in an aggregate principal amount not exceeding the authorization for the Bonds (the "Notes"). The Notes may be issued from time to time by subsequent action of the Governing Body.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper.

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PASSED AND APPROVED BY the Governing Body of the City of Wichita, Kansas, this 2nd day April, 2013.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf
Director of Law

Second Reading Ordinances for March 26, (first read on March 19, 2013)

NONE

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-01 – City zone change request from SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to LI Limited Industrial ("LI"), generally located on both sides of 37th Street North between Hillside and Oliver (4111 E. 37th Street North) (District I).

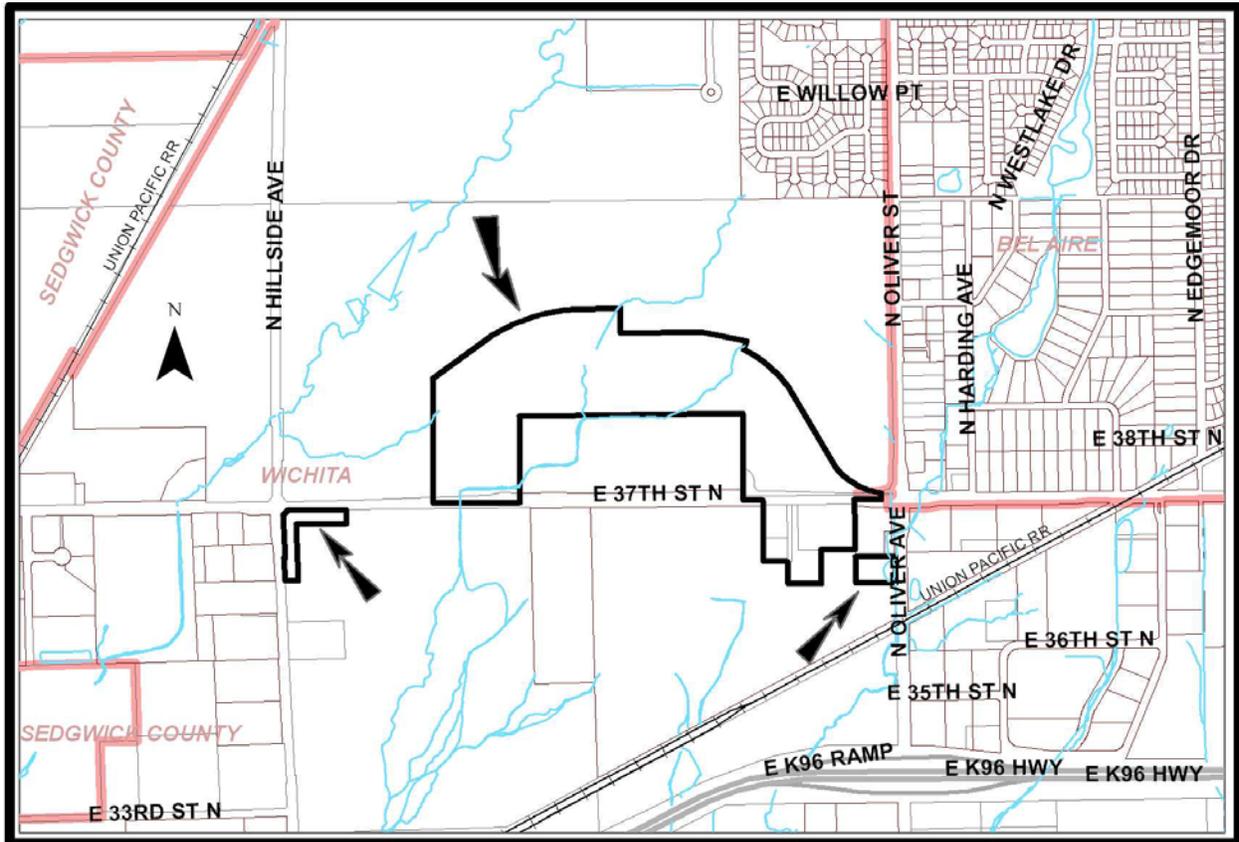
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (consent)

MAPC Recommendation: The MAPC recommended approval, subject to platting within one year (9-0).

DAB Recommendation: District Advisory Board I recommended approval.

MAPD Staff Recommendation: Planning Department staff recommended approval subject to platting within one year.



Background: The applicants request a zone change from existing SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to LI Limited Industrial ("LI") zoning on 91 acres of un-platted property. The application area is currently vacant, with the exception of a single-family house, and is planned for expansion of the LI zoned Koch Industries office and industrial campus. The proposed campus expansion includes re-routing of 37th Street North and associated platting. The requested zone change would result in uniform LI zoning on the entire expanded Koch campus.

Property north and west of the site is SF-5 and LI zoned vacant property owned by the applicant. Further west, across Hillside Avenue, is LI zoned property developed with warehousing and a radio / television broadcasting facility. South of the site is the existing LI zoned Koch office and industrial campus. Southeast of the site, at the southwest corner of Oliver and 37th Street North, is an LC zoned medical office. East of the site is SF-5 and LC zoned vacant property owned by the applicant. Further east, across Oliver Street, is single and multi-family development in the City of Bel Aire.

Analysis: At the Metropolitan Area Planning Commission (MAPC) meeting held on February 21, 2013, the MAPC voted (9-0) to recommend approval of the zone change subject to platting within one year. No citizens spoke at the MAPC hearing.

On March 4, 2013, the District Advisory Board (DAB) I heard the request and voted to approve the request. No citizens spoke at the DAB hearing.

Staff did not receive protest petitions on this application.

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: Adopt the findings of the MAPC, approve the zone change subject to platting within one year of governing body approval and instruct the Planning Department to forward the ordinance for first reading when the plat is complete (simple majority required).

Attachments: Ordinance and MAPC minutes.

ORDINANCE NO. 49-478

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. ZON2013-00001

A zone change from SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to LI Limited Industrial ("LI"), on property described as:

Parcel 1 (S.F.-5 & L.C. to L.I.)

A tract of land in the N.W. 1/4 of Section 35, Township 26 South, Range 1 East, of the 6th P.M., more particularly described as the North 658 feet of the West 160 feet; together with the East 440 feet of the West 600 feet of the North 160 feet. Containing 175,680 S.F. or 4.03 ± Acres.

Parcel 2 (S.F.-5 & L.C. to L.I.)

A tract of land in the N.E. 1/4 of Section 35, Township 26 South, Range 1 East, of the 6th P.M., more particularly described as the South 340 feet of the East 397 feet of the N.E. 1/4 except the North 104 feet. Containing 93,692 S.F. or 2.15 ± Acres.

Parcel 3 (S.F.-5 & L.C. to L.I.)

A tract of land in the S.W. 1/4 and the S.E. 1/4 of Section 26, Township 26 South, Range 1 East, and the N.E. 1/4 of Section 35, Township 26 South, Range 1, of the 6th P.M., more particularly described as follows:

Commencing at the S.E. corner of the S.W. 1/4 of said Section 26; thence S89°21'17"W, along the South line of said S.W. 1/4, a distance of 620.14 feet to the Point of Beginning; thence continuing along the South line of said S.W. 1/4 on a bearing of S89°21'17"W, a distance of 749.76 feet; thence N00°19'18"W, a distance of 1096.15 feet; thence bearing N53°59'16"E, a distance of 640.37 feet; to the P.C of a curve to the right with a chord bearing of N71°27'42"E; thence along said curve having a radius of 1181.00 feet, through a central angle of 34°56'52", an arc distance of 720.36 feet; thence bearing N88°56'08"E, a distance of 435.25 feet; thence bearing S01°03'52"E, a distance of 220.00 feet; thence bearing N88°56'08"E, a distance of 697.43 feet to the P.C of a curve to the right with a chord bearing of S78°45'42"E; thence along said curve having a radius of 961.00 feet; through a central angle of 24°36'19", an arc distance of 412.70 feet; thence bearing S23°32'28"W, a distance of 80.00 feet to a point on a curve

to the right with a chord bearing of S48°28'50"E; thence along said curve having a radius of 881.00 feet through a central angle of 35°57'25", an arc distance of 552.89 feet; thence bearing S30°30'08"E, a distance of 765.59 feet to the P.C of a curve to the left with a chord bearing of S60°03'31"E; thence along said curve having a radius of 450.00 feet through a central angle of 59°06'46", an arc distance of 464.27 feet; thence bearing S00°39'37"E, a distance of 60.07 feet to a point on the South line of S.E. 1/4 of Section 26, Township 26 South, Range 1 East; thence S89°20'23"W, along the said South line a distance of 197.09 feet; thence S00°47'32"E, along the extended West line of Lot 1, Block 1, Act Properties LLC Addition, a distance of 253.80 feet; thence N89°20'23"E, a distance of 0.30 feet; thence S00°47'32"E, a distance of 186.19 feet; thence S89°20'23"W, a distance of 300.11 feet; thence S00°47'32"E, a distance of 296.00 feet; thence S89°20'23"W a distance of 291.60 feet; thence N00°47'32"W, a distance of 199.88 feet; thence S89°20'23"W, a distance of 208.71 feet; thence N00°47'32"W, a distance of 536.11 feet to the South line of said S.E. 1/4 of Section 26; thence S89°20'23"W, along said South line a distance of 168.29 feet; thence N00°39'37"W, along the extended East line of Koch Office Park 3rd Addition, a distance of 800.00 feet to the N.E. corner of said Addition; thence S89°20'23"W, along the North line of said Addition, a distance of 1956.74 feet to the N.W. corner of said Koch Office Park 3rd Addition; thence S00°39'37"E, along the extended West line of said addition, a distance of 799.84 feet to the Point of Beginning. Containing 3,711,001.26 S.F. or 85.19 ± Acres.

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 2nd day of April, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT MINUTES OF THE FEBRUARY 21, 2013 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2013-01 - Koch Real Estate Holdings, Inc. (owner); PEC c/o Rob Hartman (agent) request City zone change from SF-5 Single-family Residential and LC Limited Commercial to LI Limited Industrial on property described as:

A tract of land in the Northwest Quarter of Section 35, Township 26 South, Range 1 East, of the 6th P.M., Sedgwick County, Kansas more particularly described as the North 658 feet of the West 160 feet; together with the East 440 feet of the West 600 feet of the North 160 feet.

BACKGROUND: The applicants request a zone change from existing SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to LI Limited Industrial ("LI") zoning on 91 acres of un-platted property. The application area is currently vacant, with the exception of a single-family house, and is planned for expansion of the LI zoned Koch Industries office and industrial campus. The proposed campus expansion includes re-routing of 37th Street North and associated platting. The requested zone change would result in uniform LI zoning on the entire expanded Koch campus.

Property north and west of the site is SF-5 and LI zoned vacant property owned by the applicant. Further west, across Hillside Avenue, is LI zoned property developed with warehousing and a radio / television broadcasting facility. South of the site is the existing LI zoned Koch office and industrial campus. Southeast of the site, at the southwest corner of Oliver and 37th Street North, is an LC zoned medical office. East of the site is SF-5 and LC zoned vacant property owned by the applicant. Further east, across Oliver Street, is single and multi-family development in the City of Bel Aire.

CASE HISTORY: The property is predominantly un-platted. The remainder of the Koch campus is in the Koch Office Park Addition, the Koch Office Park 2nd Addition and the Koch Office Park 3rd Addition, platted in 1980, 1988 and 1990 respectively.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5, LI	Vacant
SOUTH:	LI	Office and industrial park
EAST:	SF-5, LC, City of Bel Aire	Vacant, single and multi-family residences
WEST:	LI	Warehousing, office, radio/television broadcasting

PUBLIC SERVICES: The subject property has frontage along Hillside, Oliver and 37th Street North. 37th Street North will be re-routed via a plat along the curving northern edge of this application area. Hillside, Oliver and 37th Street North are recommended to meet City arterial street guidelines through the platting process. All other public utilities are available to the subject property.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as within the Wichita 2030 Urban Growth Area, and primarily designated as an Employment/Industry Center. The Employment/Industry Center category encompasses areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices.

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

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property north and west of the site is SF-5 and LI zoned vacant property owned by the applicant. Further west, across Hillside Avenue, is LI zoned property developed with warehousing and a radio / television broadcasting facility. South of the site is the existing LI zoned Koch office and industrial campus. Southeast of the site, at the southwest corner of Oliver and 37th Street North, is an LC zoned medical office. East of the site is SF-5 and LC zoned vacant property owned by the applicant. Further east, across Oliver Street, is single and multi-family development in the City of Bel Aire.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed as currently zoned, but not for the applicant's proposed uses. The applicant desires uniform zoning across their entire ownership to accommodate expansion of the existing office and industrial uses.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Most property surrounding the application area is owned by the applicant. Residential uses west of the site, in the City of Bel Aire, do not appear to have compatibility issues with the existing Koch complex. The arterial street grid system at this location, to be altered via platting, will accommodate the increased traffic generated by expansion of the existing complex.
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 within the Wichita 2030 Urban Growth Area, and primarily designated as an Employment/Industry Center. The Employment/Industry Center category encompasses areas with uses that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices.
5. **Impact of the proposed development on community facilities:** The proposed zone change and complex expansion will bring more daily traffic to this location. The arterial street grid system at this location, to be altered via platting, will accommodate the increased traffic generated by expansion of the existing complex.

JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, KLAUSMEYER seconded the motion, and it carried (9-0).

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

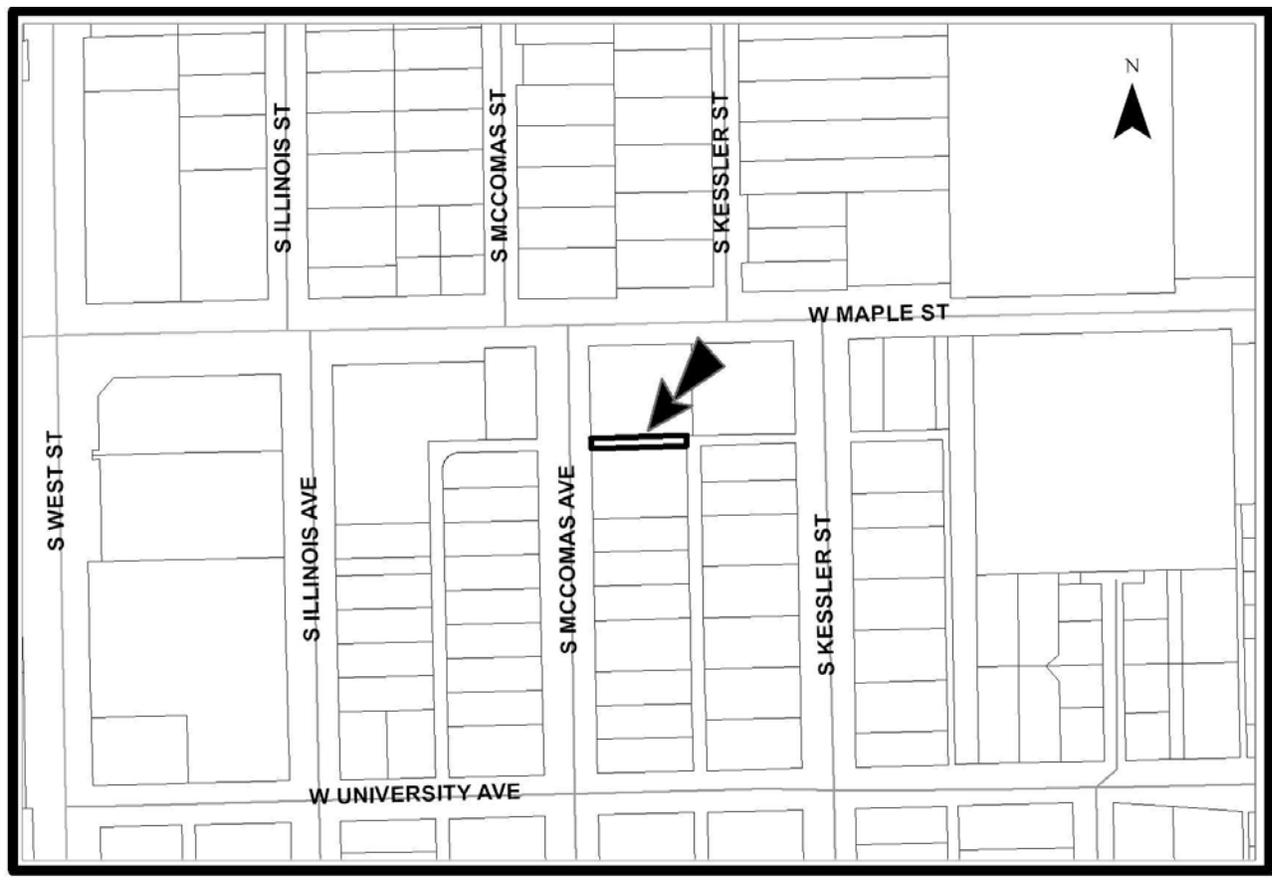
SUBJECT: VAC2012-00045 - Request to vacate a portion of a platted alley; generally located east of West Street, south of Maple Street and east of McComas Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (9-0).



Background: The applicant is requesting the vacation of the west portion of the platted 15-foot wide west-east alley abutting McComas Avenue (west side), Lots 7-12 (north side), Lot 17 (south side), and the west side of the platted north-south alley all recorded on the Quincy Addition. There is a sewer line running west to east through the length of the platted 15-foot wide west – east alley. The west–east sewer line intersects with a south – north sewer line and manhole (located in the already mention south–north alley) on the east edge of the subject portion of the west–east alley. Westar has equipment located in the alley. This portion of the alley has a curb cut onto McComas Avenue. The Quincy Addition was recorded with the Register of Deeds March 5, 1887.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC’s advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, the dedication by separate instrument of utility easement and a covenant. A certified copy of the Vacation Order, the dedication by separate instrument of utility easement and a covenant will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment: None.

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A)
PORTION OF A PLATTED ALLEY)**

**GENERALLY LOCATED EAST OF)
WEST STREET, SOUTH OF MAPLE STREET &)
EAST OF McCOMAS AVENUE)**

Case No. VAC2012-00045

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this day of March 26, 2013, comes on for hearing the petition for vacation filed by Mark Sr., LLC, c/o Mark Ysidro (owner abutting subject alley), praying for the vacation of the following described platted alley, to-wit:

Beginning at the Southwest corner of Lot 12, Block 2, Quincy Addition, to Wichita, Sedgwick County, Kansas; THENCE N89 degrees56'45"E along the South lines of said Lot 12, Lots 11-7, in said Block 2, 139.80 feet; THENCE S0degrees02'36"E, the Northeast corner of Lot 14, in said Block 2, 15.00 feet; Thence S89degrees56'45"W along the North line of said Lot 14, 139.79 feet to the Northwest corner of said Lot 14; Thence N0degrees05'31"W, 15.00 feet to the point of BEGINNING.

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

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on December 20, 2012, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described platted alley and the public will suffer no loss or inconvenience thereby.
3. A utility easement dedicated by separate instrument and a restrictive covenant will be recorded with the Vacation Order at the Sedgwick County Register of Deeds.
4. In justice to the petitioner(s), the prayer of the petition ought to be granted.
5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
6. The vacation of the described platted alley should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 26th day of March, 2013, ordered that the above-described platted alley is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

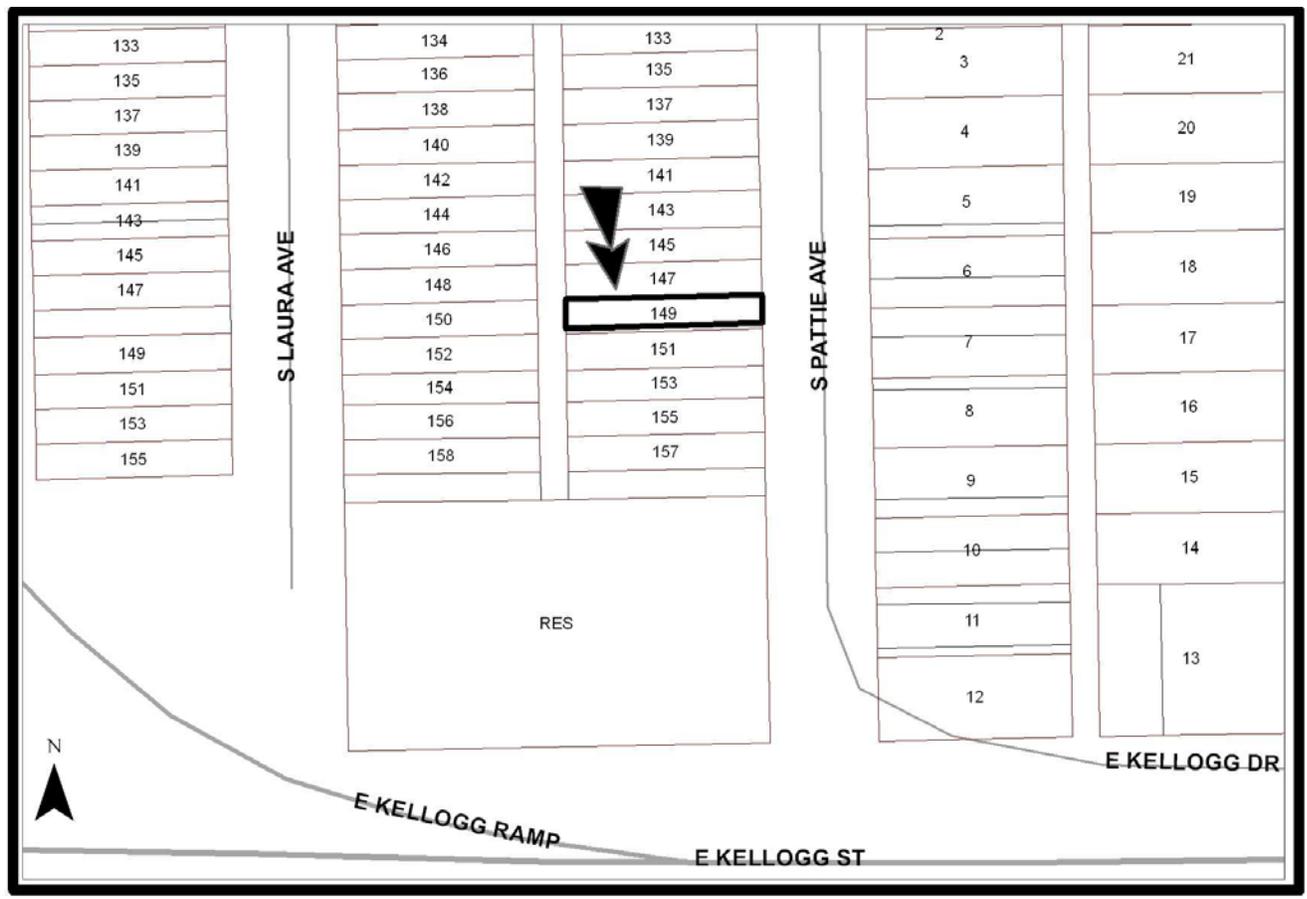
SUBJECT: VAC2012-00052 - Request to vacate an alley dedicated by separate instrument; generally located north of Kellogg Street, east of Washington Avenue between Pattie & Laura Avenues (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (10-0).



Background: The applicant is requesting the vacation of the full length of the east-west alley dedicated by separate instrument on the north 20 feet of Lot 149, on Pattie Avenue, Hunter's 3rd Addition; recorded 04-02-2008, FILM/PAGE 28964420. The alley was a condition of approval of VAC2007-00044; a request to vacate a portion of an alley deeded by quit claim, a portion of a platted alley and the restriction of uses in a platted reserve. This dedication of an alley by separate instrument prevented the platted north-south alley from becoming a dead-end alley. The applicant plans to remove the alley from the parking lot serving the Kellogg School Apartments and relocate it on the north 20 feet of Lot 145, on Pattie Avenue, Hunter's 3rd Addition. There are no utilities in the alley to be vacated. The Hunter's 3rd Addition was recorded with the Register of Deeds August 19, 1889.

Analysis: The MAPC voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, the dedications by separate instruments of right-of-way and a utility easement. A certified copy of the Vacation Order, the dedications by separate instruments of right-of-way and a utility easement will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment: None.

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF AN)
ALLEY DEDICATED BY SEPARATE)
INSTRUMENT)**

**GENERALLY LOCATED NORTH OF)
KELLOGG STREET, SOUTH OF MAPLE STREET)
& EAST OF McCOMAS AVENUE)**

Case No. VAC2012-00052

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this day of March 26, 2013, comes on for hearing the petition for vacation filed by Geo Von, Inc., c/o Don Vaughn II, President (owner abutting subject alley), praying for the vacation of the following described alley dedicated by separate instrument (FILM/PAGE 28964420, recorded 04-02-2008), to-wit:

A tract of land located in the SE ¼ section of Section 21, Township 27 South, Range 1 East of the 6th PM Sedgwick County described as follows: The north 20 feet of Lot 149, on Pattie Avenue, Hunter’s 3rd Addition, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on January 17, 2013, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described alley dedicated by separate instrument and the public will suffer no loss or inconvenience thereby.

3. A utility easement dedicated by separate instrument and a right-of-way dedicated by separate instrument will be recorded with the Vacation Order at the Sedgwick County Register of Deeds.

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

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

6. The vacation of the described alley dedicated by separate instrument should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 26th day of March, 2013, ordered that the above-described alley dedicated by separate instrument is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

City of Wichita
City Council Meeting
March 26, 2013

TO: Mayor and City Council

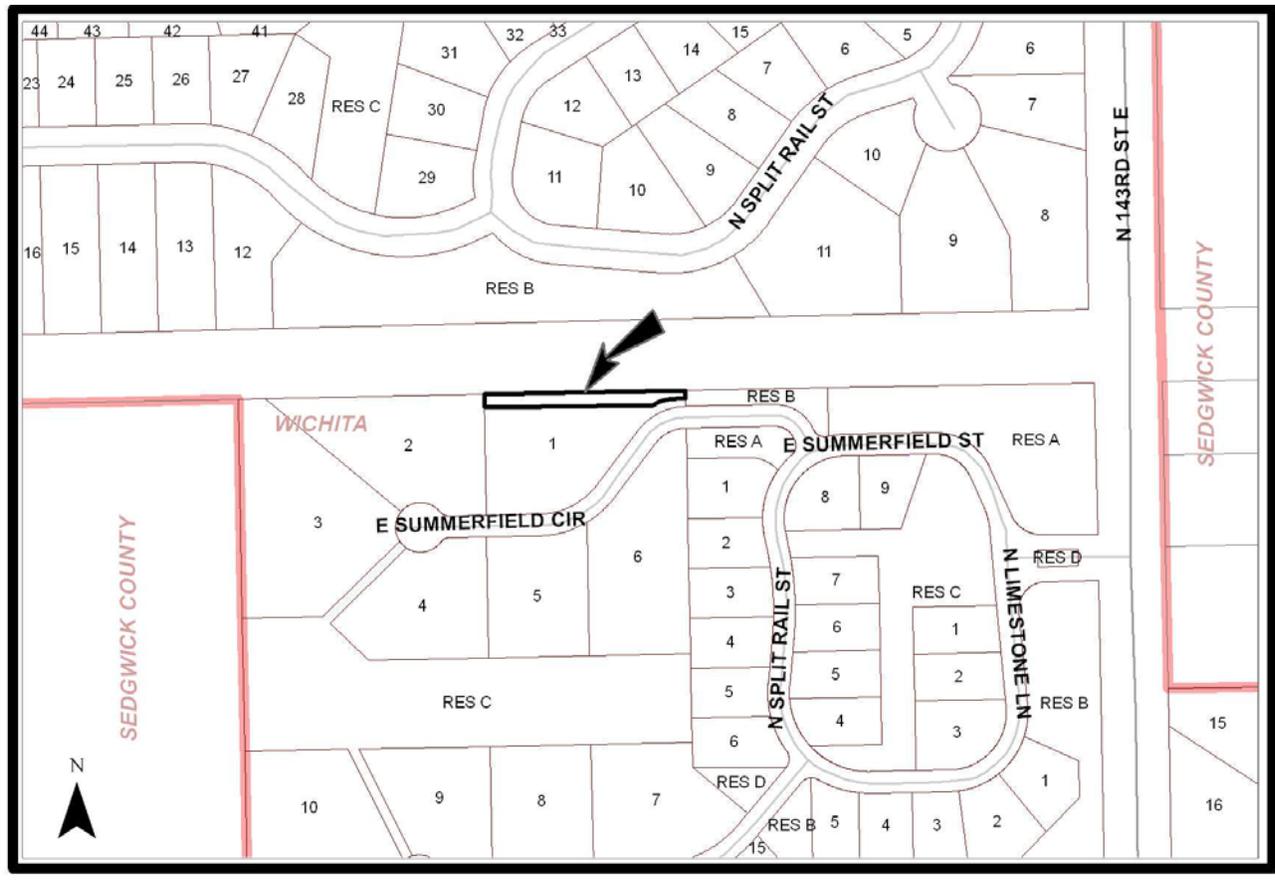
SUBJECT: VAC2013-00001 - Request to vacate a platted utility easement; generally located west of 143rd Street East, south of 21st Street North, south of the Rails to Trails path, on the north side of Summerfield Circle (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) recommends approval of the vacation request (9-0).



Background: The applicant proposes to vacate the platted 20-foot wide utility easement that runs parallel to the north property line of Lot 1, Block 1, Savanna at Castle Rock Ranch 10th Addition. The subject easement intersects with a platted 15-foot wide stormwater drainage and utility easement on the east side of the lot; the stormwater drainage and utility easement will remain. There are no utilities located in the subject easement. The Savanna at Castle Rock Ranch 10th Addition was recorded with the Register of Deeds August 5, 2004.

Analysis: The MAPC voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachment: None.

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A)
PORTION OF A PLATTED UTILITY EASEMENT)**

**GENERALLY LOCATED WEST OF 143RD)
STREET WEST, SOUTH OF 21ST STREET NORTH,)
SOUTH OF THE RAILS TO TRAILS PATH, ON THE)
NORTH SIDE OF SUMMERFIELD CIRCLE)**

Case No. VAC2013-00001

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 26th day of February, 2013, comes on for hearing the petition for vacation filed by Orlando J. Hernandez & Jeanne Jordan-Hernandez (owners), praying for the vacation of the following described portion of a platted utility easement, to-wit:

That portion of the platted 20-foot wide utility easement that runs parallel to the north property line of Lot 1, Block 1, Savanna at Castle Rock Ranch 10th Addition, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication as required by law, in The Wichita Eagle on January 31, 2013, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described

portion of the platted utility easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of the described portion of the platted utility easement should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 26th day of March, 2013, ordered that the above-described portion of the platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall certify a copy of this order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
March 26, 2013**

TO: Wichita Airport Authority

SUBJECT: Airfield Electrical System Improvements
Supplemental Agreement No. 3
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: Portions of the airfield electrical system are in need of replacement at Mid-Continent Airport. This project replaces cabling, edge lights, electrical equipment, airfield lighting controls, guidance signage and reconstructs damaged electrical manholes. On August 2, 2011, Professional Engineering Consultants (PEC) was awarded the contract in the amount of \$91,406 for design and bid phase services through the Staff Screening Selection process. On August 21, 2012, a supplemental agreement was awarded to PEC in the amount of \$316,356 for additional work related to Federal Aviation Administration (FAA) requirements and the purchase of proprietary equipment along with construction related services. On January 8, 2013, a supplemental agreement was awarded for additional design for ease of operation in the amount of \$1,043.

Analysis: Supplemental Agreement No. 3 will provide additional design services for \$1,090 to include additional edge light replacement on Taxiway C due to deteriorated cable plant discovered after construction began.

Financial Considerations: The supplemental agreement with PEC in the amount of \$1,090 includes additional design services and is less than a one percent increase in the cost of the original contract. Ninety percent of the project will be paid for with funds from the Federal Aviation Administration. The remaining costs will be funded with Airport revenues either directly or through the repayment of General Obligation bonds. This cost of the supplemental agreement is within the approved project budget.

<u>Amount</u>	<u>Description</u>	<u>WAA Approval Date</u>
\$ 91,406	Original Contract	8/2/2011
316,356	SA1 Additional Design, Construction Services	8/21/2012
1,043	SA2 Additional Design for Operations	1/8/2013
<u>1,090</u>	SA3 Additional Design for Taxiway C Edge Lights	3/26/2013
\$409,895	Total PEC Contract	

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority (WAA) approve the supplemental agreement and authorize the necessary signatures.

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT NO. 3

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated August 02, 2011 for consulting services to be provided by the CONSULTANT in conjunction with the Airfield Electrical System Replacement, (PROJECT); and whereas all of the aforesaid being located with the corporate limits of the City of Wichita, Sedgwick County Kansas, and

WHEREAS, the OWNER now desires to modify the SCOPE OF SERVICES,

The Scope of Services shall be modified to include the following:

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

I. SCOPE OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. Provide additional design services to replace airfield lighting cable on Taxiway C between Taxiways D and R.

II. TIME OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. The CONSULTANT shall commence work on the PROJECT immediately following authorization by the OWNER to proceed and shall endeavor to complete the additional plans in accordance with the design schedule for the existing PROJECT.

III. THE OWNER AGREES

- A. To pay the CONSULTANT in accordance with the provisions of Article IV of this Supplemental Agreement.

IV. PAYMENT PROVISIONS

A. ADDITIONAL DESIGN SERVICES

Payment to the CONSULTANT for services provided as outlined in Paragraph I.A. ADDITIONAL DESIGN SERVICES shall be on a basis of a lump sum of \$1,089.73 for additional design services. Fee Summary provided in Exhibit SA3-1.

B. OVERHEAD

For purposes of this Agreement, the CONSULTANT's overhead factor from the annual compliance audit for the fiscal year ending September 2011 shall be fixed at 149.74. The authoritative source of compliance for this audit is Title 48 CFR Part 31.

The parties mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-2 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

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

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By:  _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____
Director of Law

Date: _____

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By:  _____
Dave Hubbard, P.E.
Principal

By:  _____
Bradley J. Edmundson, P.E.
Principal
"CONSULTANT"

Attachments: EXHIBIT SA3-1: Additional Design Fee Estimate

RECEIVED

MAR 11 2013

REPORT ENGINEERING

ENGINEERING FEE ESTIMATE

EXHIBIT SA3-1

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

ENGINEERS

WICHITA, KANSAS

PROJECT

LOCATION

Airfield Electrical System Replacement Design

The Wichita Mid-Continent Airport

WORK ITEM

PROJECT NO.

DATE

Additional Design Services to Replace Taxiway C Cable

FAA AIP No. 3-20-088-65

COW No. 451-416

PEC No. 11345-004

27 February 2013

DESCRIPTION

Additional Design Services

(I) SALARY COSTS	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPAL			\$ -	
2. PROJECT MANAGER			\$ -	
3. PROJECT ENGINEER	\$33.80 / hr.	3	\$ 101.40	
4. DESIGN ENGINEER	\$25.20 / hr.	6	\$ 151.20	
5. DESIGN TECHNICIAN			\$ -	
6. DRAFTER			\$ -	
7. CAD OPERATOR	\$25.44 / hr.	4	\$ 101.76	
8. SURVEYOR, PARTY CHIEF			\$ -	
9. SURVEYOR, INSTRUMENT MAN			\$ -	
10. SURVEYOR, AIDES			\$ -	
11. FIELD ENGINEER			\$ -	
12. INSPECTOR, SUPERVISOR			\$ -	
13. INSPECTOR			\$ -	
14. INSPECTOR (OT)			\$ -	
15. INSPECTOR			\$ -	
16. INSPECTOR (OT)			\$ -	
17. INSPECTOR			\$ -	
18. INSPECTOR (OT)			\$ -	
19. LAB TECHNICIAN			\$ -	
20. LAB TECHNICIAN (OT)			\$ -	
21. ADMINISTRATIVE ASSISTANT			\$ -	
SUBTOTAL		13		\$ 354.36
(II) OVERHEAD	1.4974 X (I)			\$ 530.62
(III) SUBTOTAL [I + II]				\$ 884.98
(IV) FIXED FEE	15%			\$ 132.75
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	TOTAL
1. OFFICE EQUIPMENT			\$ -	
2. TRAVEL PER MILE			\$ -	
3. LAB TESTING			\$ -	
4. CELL PHONES (AT COST)			\$ -	
5. CAD PER HOUR	\$18.00 / hr.	4	\$ 72.00	
6. PRINTING (AT COST.)			\$ -	
7. OTHER			\$ -	
8. OTHER			\$ -	
SUBTOTAL				\$ 72.00
(VI) TOTAL NOT TO EXCEED FEE FOR PROJECT	(I + II + III + IV + V)			\$ 1,089.73

City of Wichita
City Council Meeting
March 26, 2013

TO: Wichita Airport Authority

SUBJECT: Jabara Road Reconstruction and T-Hangar Expansion
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the capital project budget and contract.

Background: The primary entrance road (35th Street North) to the fixed base operator (FBO) terminal and Jabara Road are failing and in need of reconstruction, as does the parking lot at 3340 Jabara Road. Jabara Road serves the T-hangar complex, a corporate hangar site north of the FBO, as well as the airport's fuel farm. The pavement work for this project will: 1) reconstruct Jabara Road from the FBO parking lot north past the security fence; 2) reconstruct 35th Street North; 3) construct a new access road from Jabara Road to the apron; 4) reconstruct the parking lot at 3340 Jabara Road; and 5) perform maintenance on a segment of the south end of Jabara Road. T-hangar complex No. 14 is in poor condition due to a shifting and heaving slab. The slab and subgrade need to be reconstructed and the damaged hangars replaced. In addition to replacing the existing T-hangar building, T-hangars Nos. 12 and 14 will be expanded to use the remaining available space within the taxiway system in order to increase capacity for aircraft storage.

Analysis: Professional Engineering Consultants (PEC) was selected by the Staff Screening and Selection Committee process to provide consulting services out of three firms that submitted proposals and were interviewed. PEC was chosen as the most qualified because of its experience with FAA-funded airport projects, familiarity with the airport operating environment and related requirements, experience with similar projects at the Airport, and prior design work for road improvements at Jabara Airport. This project is listed in the current Capital Improvement Plan (CIP).

Financial Considerations: The contract with PEC for design and bid services is \$105,490. Ultimate funding is expected to be from AIP Federal Grant funds (90% of eligible work) and General Obligation bonds repaid with Airport Revenue. The budget initiation request is for \$2,438,000, as shown in the latest CIP.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget and design contract and authorize the necessary signatures.

Attachments: Contract.

CONTRACT
for
CONSULTING SERVICES
Between the
WICHITA AIRPORT AUTHORITY

and

PROFESSIONAL ENGINEERING CONSULTANTS

THIS CONTRACT, made this _____ day of _____, 2013, by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Professional Engineering Consultants, 303 S. Topeka, Wichita, Kansas; party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Colonel James Jabara Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Jabara Road Paving, Drainage and T-Hangar Improvements (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS that this Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas AND

WHEREAS the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A, attached hereto and incorporated herein by reference.

ARTICLE II - THE CONSULTANT AGREES:

- A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in ARTICLE I, SCOPE OF SERVICES.
- B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.
- C. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the plans and specifications.

- D. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.
- E. To maintain an acceptable cost accounting system in accordance with 49 CFR Part 18.36(i). The CONSULTANT agrees to provide the OWNER, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific Contract for the purpose of making audit, examination, excerpts and transcriptions. The CONSULTANT agrees to maintain, at their office, all books, documents, papers, accounting records, etc. developed or used for this PROJECT for a period of not less than three years after final payment is made and all pending matters are closed.
- F. To not, participate either directly or indirectly in discrimination prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B, and the non-discrimination requirements of the Federal Aviation Administration, as set out in EXHIBIT B-1, all of which are attached hereto and incorporated herein by reference.
- G. That it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work described in EXHIBIT A and supplemented with EXHIBITS E thru E-3.
- I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant

invoices to the CONSULTANT for the same billing period. Payment to subconsultants, for satisfactory performance, shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

- J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference. The CONSULTANT shall maintain such schedule through the duration of the Project.
- K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

- L. All specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

"Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

- M. To procure and maintain such professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in an amount not less than \$1,000,000 per claim, subject to deductible of the greater of \$10,000 or such amount that the CONSULTANT can demonstrate to OWNER'S satisfaction is financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER. CONSULTANT agrees to maintain claims made coverage in the preceding amount for three years after project completion, and this obligation shall survive this Agreement.

To procure and maintain a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than \$500,000 shall be provided and maintained. This policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law.

To procure and maintain a comprehensive general liability policy for the duration of the Project that shall be written in a comprehensive form and shall protect CONSULTANT

against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than \$1,000,000 per occurrence for bodily injury, death and property damage. The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Satisfactory Certificates of Insurance shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the Project. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or cancelled.

- N. To employ Disadvantaged Business Enterprise (DBE) businesses of at least 5.11% of the services encumbered by this Agreement and related Supplemental Agreements or demonstrate good faith effort that the DBE goal cannot be obtained as per 49 CFR Part 26, Appendix A.
 - 1. Contract Assurance (§26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy, as the recipient deems appropriate.
 - 2. Prompt Payment (§26.29) - The prime Consultant agrees to pay each subconsultant under this prime Contract for satisfactory performance of its contract no later than five days from receipt of each payment the prime Consultant receives from the Wichita Airport Authority. The prime Consultant agrees further to return retainage payments to each subconsultant within thirty days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Wichita Airport Authority. This clause applies to both DBE and non-DBE subconsultants.
- O. Its agents, employees and subconsultants, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on airport property, including such rules, regulations, orders and/or restrictions that may be adopted, enacted or amended during the term of this Agreement.
- P. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:

1. Within the public domain at the time of its disclosure.
 2. Required to be disclosed by a court of competent jurisdiction or Government order.
 3. Approved by the OWNER for publicity.
 4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.
- Q. That unless the OWNER has authorized in writing an increase in funds established for the construction estimates of cost, the CONSULTANT agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the OWNER, to bring the PROJECT within the approved estimated cost, such revisions to be made at its own expense without cost to the OWNER, whether or not said plans and specifications have theretofore been approved by the OWNER; provided, that if said plans and specifications have been approved by the OWNER, should the OWNER desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the OWNER shall pay the CONSULTANT the cost of making such revisions.
- R. Any violation or breach of terms of this Agreement on the part of the CONSULTANT or their subconsultants may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement in accordance with 49 CFR Part 18.36. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.
- S. All rights to inventions and materials generated under this Agreement are subject to regulations issues by the FAA and the OWNER of the Federal grant under which this Agreement is executed in accordance with 49 CFR Part 18.36(i)(8).
- T. That the project documents are exclusive property of the Wichita Airport Authority. The use of the project documents, including the Drawings, Specifications, Shop Drawings, all material in electronic format and project record documents, for any other purpose or project is prohibited, without the expressed written consent of the Wichita Airport Authority.
- U. Lobbying and Influencing Federal Employees (49 CFR Part 20)
1. No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

- V. To work exclusively for the OWNER on all aspects of this Project.

ARTICLE III - THE CONSULTANT CERTIFIES:

- A. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement,
- B. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement,
- C. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency (49 CFR Part 29). The CONSULTANT further agrees by accepting this Agreement that it will include this clause, without modification, in all lower tier transactions, solicitations, proposals, contracts and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall provide an explanation to the Owner.
- D. It and its and subconsultant's overhead rates used on this Contract are consistent with Federal cost principles contained in 48 CFR, Part 31, and to provide to the OWNER such certification prior to the execution of the Agreement.
- E. It will comply with the pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the ground of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.
- F. By submission of an offer and/or execution of a contract (49 CFR Part 30.13):
1. it is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
 2. it has not knowingly entered into any contract or subcontract for this Project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
 3. it has not procured any product nor subcontracted for the supply of any product for use on the Project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a consultant who is unable to certify to the above. If the CONSULTANT knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the Project, the Federal Aviation Administration may direct through the Owner cancellation of the Contract at no cost to the Government.

Further, the CONSULTANT agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The CONSULTANT shall provide immediate written notice to the Owner if the CONSULTANT learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the CONSULTANT if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the Contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

- G. It will comply with pertinent Federal statutes regarding the Airport and Airways Improvement Act of 1982, Section 520 (General Civil Rights Provisions), Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964. This provision binds the CONSULTANT from the bid solicitation period through the completion of the Agreement.
- H. During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows (CIVIL RIGHTS ACT OF 1964, TITLE VI):
 - 1. Compliance with Regulations: shall comply with the Regulations relative to non-discrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
 - 2. Nondiscrimination: shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT shall

not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports: The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Owner or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of the CONSULTANT's noncompliance with the non-discrimination provisions of this Agreement, the Owner shall impose such sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT complies, and/or
 - b. Cancellation, termination, or suspension of the Agreement
6. Incorporation of Provisions: The CONSULTANT shall include the provisions of the subparagraphs of this clause in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the Owner or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the Owner to enter into such litigation to protect the interests of the Owner and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE IV - THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.

- B. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.
- C. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.
- D. To pay all applicable design phase fees, unless otherwise stated herein.
- E. To indemnify and hold the CONSULTANT harmless against OWNER'S negligent acts and errors.

ARTICLE V – PAYMENT PROVISIONS:

- A. Payment to the CONSULTANT for performance of the specified services shall be on the basis of a lump sum fee of \$100,378.38 for design phase services and \$5,111.45 for bid phase services for a total fee for this Agreement of \$105,489.83 as allowed in Chapter 4, Federal Aviation Administration Advisory Circular 150/5100-14D dated September 30 2005, unless otherwise noted herein. The fee summaries are provided in EXHIBITS D-1 thru D-12. EXHIBIT D-1 summarizes the fees and shows the breakdown of the eligible and non-eligible costs.
- B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.
- C. CONSULTANT will be eligible for final payment after all work is complete and approved by the OWNER.

ARTICLE VI - THE PARTIES HERETO MUTUALLY AGREE:

- A. TERMINATION OF CONTRACT (49 CFR Part 18.36(i)(2))

The OWNER may, by written notice, terminate this Agreement in whole or in part at any time, either for the OWNER'S convenience or because of failure to fulfill the Agreement obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER.

If the termination is for the convenience of the OWNER, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

If the termination is due to failure to fulfill the CONSULTANT'S obligations, the OWNER may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONSULTANT shall be liable to the OWNER for any additional cost occasioned to the OWNER thereby.

If, after notice of termination for failure to fulfill contract obligations, it is determined that the CONSULTANT had not so failed, the termination shall be deemed to have been effected for the convenience of the OWNER. In such event, adjustment in the contract price shall be made as provided herein.

The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- B. That deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT and subconsultants liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.
- C. That the Services to be performed by the CONSULTANT under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the OWNER.
- D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.
- E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or sub-consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.
- F. It is further agreed that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- G. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damage pursuant to the terms of provisions of this Agreement.

- I. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.
- J. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.

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

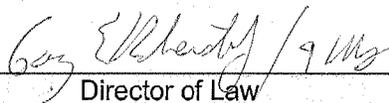
OWNER

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By:  _____
Victor D. White, Director of Airports

APPROVED AS TO FORM:  _____ Date: 3-12-13
Director of Law

CONSULTANT

Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas 67202

By:  _____

Title: Principal _____

ATTACHMENTS: EXHIBIT A – Scope of Services
EXHIBITS B and B-1 – Equal Employment Opportunity and Civil Rights Act
EXHIBIT C – Project Schedule
EXHIBITS D-1 thru D-12 – Fee Schedules
EXHIBITS E- thru E-3 – Maps

RECEIVED

MAR 11 2013

REPORT ENGINEERING

**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.

**CIVIL RIGHTS ACT OF 1964, TITLE VI - 49 CFR PART 21
CONTRACTUAL REQUIREMENTS**

During the performance of this contract, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

1. Compliance with Regulations. The CONSULTANT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The CONSULTANT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The CONSULTANT shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the OWNER or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the OWNER or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event of the CONSULTANT's noncompliance with the nondiscrimination provisions of this contract, the OWNER shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding of payments to the CONSULTANT under the contract until the CONSULTANT complies, and/or
 - b. Cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions. The CONSULTANT shall include the provisions of Paragraphs 1 through 5 in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The CONSULTANT shall take such action with respect to any subcontract or procurement as the OWNER or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the OWNER to enter into such litigation to protect the interests of the OWNER and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520
GENERAL CIVIL RIGHTS PROVISIONS

The CONSULTANT assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the CONSULTANT or its transferee for the period during which Federal assistance is extended to the airport program, except where Federal Assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the OWNER or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the OWNER or any transferee retains ownership or possession of the property. In the case of CONSULTANTS, this provision binds the CONSULTANTS from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

**COLONEL JAMES JABARA AIRPORT
PAVING, DRAINAGE, AND T-HANGAR IMPROVEMENTS**

**Design Schedule
(March 6, 2013)**

Pre-Design Meeting	March 19, 2013
Start Survey/Design (NTP):	March 25, 2013
Concept Design Plans Submittal	April 15, 2013
Review by WAA (10 Days)	April 26, 2013
90% Plans, Specs, & Engineer's Report (31 Days)	May 27, 2013
Review by WAA/FAA (21 Days)	June 17, 2013
100% Plans and Specs (14 Days)	July 1, 2013
Review by WAA/FAA (14 Days)	July 15, 2013
Final Construction Documents to Advertise (10 Days)	July 25, 2013
Bid Opening (21 Days)	August 16, 2013 (Friday)

Project: Paving, Drainage, and T-Hangar Improvements

Exhibit D-1

Location: Wichita, KS

Airport: Colonel James Jabara Airport

March 7, 2013

Fee Summary

Design Phase Services			
Consultant	AIP Eligible Fee	AIP Non-Eligible Fee	Total Fee
Professional Engineering Consultants-Structural	\$7,357.49		\$7,357.49
Professional Engineering Consultants-Civil	\$30,692.79	\$23,904.80	\$54,597.60
Professional Engineering Consultants-Electrical	\$16,704.09	\$7,266.00	\$23,970.10
Landworks (DBE)	\$6,511.00		\$6,511.00
Environmental Site Assessment (AEC)		\$7,942.20	\$7,942.20
Total	\$61,265.38	\$39,113.00	\$100,378.39

Bid Phase Services			
Consultant	AIP Eligible Fee	AIP Non-Eligible Fee	Total Fee
Professional Engineering Consultants-Structural	\$713.41		\$713.41
Professional Engineering Consultants-Civil	\$2,388.76		\$2,388.76
Professional Engineering Consultants-Electrical	\$2,009.27		\$2,009.27
Total	\$5,111.45	\$0.00	\$5,111.45
Design and Bid Phase Total	\$66,376.83	\$39,113.00	\$105,489.83
		Design and Bid Phase Total DBE Effort	\$6,511.00
		Total Design and Bid Phase DBE Percentage	6.17%

- All work for T-Hangars is eligible with the exception of the demolition.
- All work on 35th Street North and Jabara Road where shown on Exhibit B-2 is AIP eligible.

Project: Paving, Drainage, and T-Hangar Improvements
 Location: Wichita, KS
 Airport: Colonel James Jabara Airport

Exhibit D-2a

Date: March 7, 2013

Civil (AIP Eligible) Design Phase - Professional Engineering Consultants

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	Project Management							
1.01	Proposal Preparation		4					
1.02	Recover old plans and information		2					
1.03	Convert old data to new format/electronic		2			4		4
1.04	Assemble 60% Plans		1		1	3		3
1.05	Assemble 90% Plans and Specifications		1		1	3		3
1.06	Assemble Final Plans and Specifications		1		2	4		4
1.07	Attend Kickoff Meeting		5					0
1.08	Attend 60% Review Meeting		5					0
1.09	Attend 90% Review Meeting		5					0
								0
2.00	Miscellaneous							0
2.01	60% QA/QC		2			1		1
2.02	90% QA/QC		2			1		1
2.03	Final QA/QC	2	2			1		1
2.04	Edit Specifications		40					0
2.05	60% Cost Estimate		1		2			0
2.06	90% Cost Estimate		2		4			0
								0
3.00	Civil Design - T-Hangar Extension and Replacement							0
3.01	Design of entrance pavement to T-hangars (new and extended)		3			4		4
4.00	Civil Design - Jabara Road Reconstruction							
4.01	Verify/Update design of Jabara Road		6		3	8	4	12
4.02	Verify/Update Storm Sewer plan and profile design		2			3		3
4.04	Install new airfield vehicle security gate		2			2		2
4.05	Relocate construction gate and access road		1			1		1
5.00	Civil Design - 35th Street North Entrance Roadway							
5.01	Landscape and Irrigation design							
5.02	Lighted Monument Sign Design/Coordination		3			2		2
5.04	Verify/Update design of 35th Street north roadway		6		2	8	4	12
5.05	Regrade fuel farm access road		1			2		2
6.00	Civil Design - General							
6.01	Prepare construction phasing plans		12			12		12
6.01	Prepare pavement marking plans		2			2		2
TOTAL		2	113	0	15	61	8	69

SEE FEE SUMMARY PAGE

							CAD Machine HOURS as Expense
TOTAL HOURS =	2	113	0	15	61	8	69
HOURLY RATES =	\$45.00	\$38.75	\$33.80	\$25.20	\$24.60	\$20.20	\$18.00
SUBTOTAL =	\$90.00	\$4,378.75	\$0.00	\$378.00	\$1,500.60	\$161.60	\$1,242.00

TOTAL HOURS = 199
 TOTAL DIRECT LABOR = \$6,508.95

EXPENSES (Lump Sum):	
Printing & Reproduction (at cost)	\$250.00
CAD hrs @ \$18.00/Hour	69 \$1,242.00
Geotech (Allied Labs)	\$5,345.00
Survey (Allied Labs) (See separate spreadsheet)	\$5,162.03
TOTAL =	\$11,999.03

DIRECT LABOR		\$6,508.95
OVERHEAD (2012)	149.74%	\$9,746.50
SUBTOTAL (Labor and Overhead)		\$16,255.45
PROFIT	15%	\$2,438.32
EXPENSES		\$11,999.03
Design Phase TOTAL FEE (Lump Sum)		\$30,692.79

Project: Paving, Drainage, and T-Hangar Improvements Exhibit D-2b
 Location: Wichita, KS
 Airport: Colonel James Jabara Airport Date: March 7, 2013

Civil (AIP Non-Eligible) Design Phase - Professional Engineering Consultants

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	Project Management							
1.01	Proposal Preparation		4					
1.02	Recover old plans and information		2					
1.03	Convert old data to new format/electronic		2			4		4
2.00	Civil Design - Jabara Road Reconstruction							
2.01	Verify/Update design of Jabara Road		6		3	8	4	12
2.02	Verify/Update Storm Sewer plan and profile design		2			3		3
2.03	Install Fire Hydrants Along Jabara Road (City PPW project)					8	8	16
2.05	Lower Fuel Lines		1			1		1
3.00	Civil Design - Access Road to Ramp							
3.01	Design 300' +/- concrete drive to aviation apron		16			12	4	16
4.00	Civil Design - South Jabara Road and Jabara Court Rehab							
4.01	Design of concrete pavement repairs along south Jabara Road		4			4		4
4.02	Design of asphalt pavement rehab near south tenant hangars		4			4		4
5.00	3340 Jabara Road Parking Lot							
5.01	Design reconstruction of parking lot at 3340 Jabara Road		24			24	16	40
TOTAL		0	65	0	3	68	32	100

Exhibit D-2b

	0	65	0	3	68	32	CAD Machine HOURS as Expense
TOTAL HOURS =	0	65	0	3	68	32	100
HOURLY RATES =	\$45.00	\$38.75	\$33.80	\$25.20	\$24.60	\$20.20	\$18.00
SUBTOTAL =	\$0.00	\$2,518.75	\$0.00	\$75.60	\$1,672.80	\$646.40	\$1,800.00

TOTAL HOURS = 168
 TOTAL DIRECT LABOR = \$4,913.55

EXPENSES (Lump Sum):		
Printing & Reproduction (at cost)		\$250.00
CAD hrs @ \$18,00/Hour	100	\$1,800.00
Survey (Allied Labs) (See separate spreadsheet)		\$7,743.04
TOTAL =		\$9,793.04

DIRECT LABOR		\$4,913.55
OVERHEAD (2012)	149.74%	\$7,357.55
SUBTOTAL (Labor and Overhead)		\$12,271.10
PROFIT	15%	\$1,840.66
EXPENSES		\$9,793.04
Design Phase TOTAL FEE (Lump Sum)		\$23,904.80

Project: Paving, Drainage, and T-Hangar Improvements

Exhibit D-4

Location: Wichita, KS

Airport: Colonel James Jabara Airport

Date:

March 7, 2013

Structural (AIP Eligible) Design Phase - Professional Engineering Consultants

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	Project Management							
1.01	Proposal Preparation	1	4					
1.02	Site Investigation of Existing Conditions			2				
1.03	Meet with Westar to Coordinate Street Lighting Requirements							
1.04	Assemble 60% Plans			1				
1.05	Assemble 90% Plans and Specifications			1				
1.06	Assemble Final Plans and Specifications			1				
1.07	Attend Kickoff Meeting			2				
1.08	Attend 60% Review Meeting			2				
1.09	Attend 90% Review Meeting			2				
2.00	Hangar 12 Expansion - Structural							
2.01	Coordinate building addition (framing details, foundation reactions, etc.) with existing building manufacturer		1	3				
2.02	Review Geotechnical Report			1				
2.04	Design/Detail new foundations and floor slab		1	6			8	8
2.05	Design/Detail modifications to existing building		1	4			4	4
3.00	Replace Hangar 14 - Structural							
3.01	Coordinate building (framing details, foundation reactions, etc.) with building manufacturer		1	3				
3.02	Review Geotechnical Report			1				
3.03	Design/Detail new foundations and floor slab		1	6			8	8
4.00	Miscellaneous							
4.01	60% QA/QC			1				
4.02	90% QA/QC			1				
4.03	Final QA/QC	1		1				
4.04	Edit Specifications			4				
4.05	60% Cost Estimate	0						
4.06	90% Cost Estimate	0						
TOTAL		2	9	42	0	0	20	20

							CAD Machine HOURS as Expense
TOTAL HOURS =	2	9	42	0	0	20	20
HOURLY RATES =	\$45.00	\$38.75	\$33.80	\$25.20	\$24.60	\$20.20	\$18.00
SUBTOTAL =	\$90.00	\$348.75	\$1,419.60	\$0.00	\$0.00	\$404.00	\$360.00

TOTAL HOURS = 73
 TOTAL DIRECT LABOR = \$2,262.35

EXPENSES (Lump Sum):	
Printing & Reproduction (at cost)	\$500.00
CAD hrs @ \$18.00/Hour	20 \$360.00
TOTAL =	\$860.00

DIRECT LABOR		\$2,262.35
OVERHEAD (2012)	149.74%	\$3,387.64
SUBTOTAL (Labor and Overhead)		\$5,649.99
PROFIT	15%	\$847.50
EXPENSES		\$860.00
Design Phase TOTAL FEE (Lump Sum)		\$7,357.49

Project: Paving, Drainage, and T-Hangar Improvements

Exhibit D-5

Location: Wichita, KS

Airport: Colonel James Jabara Airport

Date: March 7, 2013

Electrical (AIP Eligible) Design Phase - Professional Engineering Consultants

ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	Project Management							
1.01	Proposal Preparation			10				
1.02	Site Investigation of Existing Conditions			2				
1.03	Meet with Westlar to Coordinate Street Lighting Requirements			2				
1.04	Assemble 60% Plans						2	2
1.05	Assemble 90% Plans and Specifications						2	2
1.06	Assemble Final Plans and Specifications						4	4
1.07	Attend Kickoff Meeting			2				
1.08	Attend 60% Review Meeting			2				
1.09	Attend 90% Review Meeting			2				
2.00	Miscellaneous							
2.01	60% QA/QC			2			1	1
2.02	90% QA/QC			2			1	1
2.03	Final QA/QC	6					4	4
2.04	Edit Specifications			8				
2.05	60% Cost Estimate			4				
2.06	90% Cost Estimate			4				
3.00	Site Electrical and Communications							
3.01	Install Communications duct system with innerduct and handholes (where required) from a location south of South Jabara Road into the Telco Building. (Adjacent to AIP Funded Pavement)			2			1	1
3.02	Install Communications duct system with innerduct and handholes (where required) on new 35th Street North Entrance from Webb Road to North-South Duct system routed parallel to Jabara Road.			6			8	8
3.03	Install street lighting conduit for Westlar Street Lighting on Jabara Road. Coordinate all installation requirements with Westlar during design.			6			6	6
3.04	Design monument lighting for new monument sign at new 35th Street North entrance location.			8			10	10
3.05	Connect power for irrigation system.			4			6	6
4.00	Hangar 12 Expansion							
4.01	Replace obstruction lighting on north side of hangar extension as required by FAA AC 70/7460-1K.			1			1	1
4.02	Add sub-fed panelboard to serve electrical requirements for new hangar bays. Panelboard to be located on north end of hangar in auxiliary space.			4			4	4
4.03	Design fluorescent lighting system with single-pole toggle switch control and install single GFCI receptacle in each hangar bay. Lighting and receptacle to be connected on single dedicated circuit for each hangar bay. (6 bays total).			1			2	2
4.04	Design fluorescent lighting system with single-pole toggle switch control and install single GFCI receptacle in auxiliary space on north of Hangar 12 expansion. Lighting and receptacle to be connected on a single dedicated circuit.			1			1	1
4.05	Install door operator with controls in each hangar bay (6 bays total).			2			2	2
4.06	Design new Metal Halide exterior lighting for hangar extension. Provide (1) fixture at each hangar bay location. Lighting to be controlled by a photocell. (6 bays total).			2			2	2
4.07	Replace existing Mercury Vapor light fixture at each existing hangar bay (10 bays total) with Metal Halide fixture to match what is being installed at the new hangar bay locations.			1			2	2
4.08	Install (2) 2" C. from auxiliary space on north end of Hangar 12 expansion to a location north of Taxiway 'A2' for future connection to airfield lighting system. Directionally bore conduit beneath all existing pavement.			2			2	2
4.09	Install 4" C. from auxiliary space on north end of Hangar 12 expansion to new auxiliary space on north end of new Hangar 14 for future use. Directionally bore conduit beneath all existing pavement.			2			2	2
4.10	Provide planning for future relocation of Airfield Lighting Constant Current Regulator and backup generator to the auxiliary space on the north end of the Hangar 12 expansion. This will include an equipment layout in the auxiliary space to indicate potential future locations of the equipment to be relocated by a future separate contract.			8			4	4
5.00	Replace Hangar 14							
5.01	Provide and connect panelboard to serve all loads in Hangar 14. Panel to be located in the auxiliary space in either the north or south end of Hangar 14.			6			2	2
5.02	Design fluorescent lighting system with single-pole toggle switch control and install single GFCI receptacle in each hangar bay in each hangar bay. Lighting and receptacle to be connected on single dedicated circuit for each hangar bay. (16 bays total).			1			2	2
5.03	Install door operator with controls in each hangar bay (16 bays total).			2			2	2
5.04	Design new Metal Halide exterior lighting for hangar extension. Provide (1) fixture at each hangar bay location. Lighting to be controlled by a photocell. (16 bays total).			2			2	2
5.05	Install obstruction lighting on the new hangar as required by FAA AC 70/7460-1K.			1			1	1

TOTAL	6	0	102	0	0	76	76
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Exhibit D-5
CAD Machine
HOURS as
Expense

TOTAL HOURS =	6	0	102	0	0	76	76
HOURLY RATES =	\$45.00	\$38.75	\$33.80	\$25.20	\$24.60	\$20.20	\$18.00
SUBTOTAL =	\$270.00	\$0.00	\$3,447.60	\$0.00	\$0.00	\$1,535.20	\$1,368.00

TOTAL HOURS = 184
TOTAL DIRECT LABOR = \$5,252.80

EXPENSES (Lump Sum):		
Printing & Reproduction (at cost)		\$250.00
CAD hrs @ \$18.00/Hour	76	\$1,368.00
TOTAL =		<u>\$1,618.00</u>

DIRECT LABOR		\$5,252.80
OVERHEAD (2012)	149.74%	\$7,865.54
SUBTOTAL (Labor and Overhead)		\$13,118.34
PROFIT	15%	\$1,967.75
EXPENSES		\$1,618.00
Design Phase TOTAL FEE (Lump Sum)		\$16,704.09

Project: Paving, Drainage, and T-Hangar Improvements Exhibit D-6
 Location: Wichita, KS
 Airport: Colonel James Jabara Airport Date: March 7, 2013

Electrical (AIP Non-Eligible) Design Phase - Professional Engineering Consultants								
ID	Work Description	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
1.00	Site Electrical and Communications							
1.01	Provide conduit with pull rope for future power to future gate operator at north end of Jabara Road from Hangar 20 Building Service.			16			6	6
1.02	Install Communications duct system with innerduct and handholes (where required) from future gate operator at north end of Jabara Road into the Telco Building. Provide handhole adjacent to future gate operator.			8			8	8
1.03	Route Communications duct from handhole adjacent to future gate operator at north end of Jabara Road into auxiliary space on north end of new Hangar 14.			12			6	6
1.04	Install Communications duct system with innerduct and handholes (where required) from a location south of South Jabara Road into the Telco Building. (Adjacent to AIP Non-Eligible Pavement)			10			9	9
1.05	Provide Westar street lighting on new 35th Street North entrance from Webb Road to Jabara Road.			2			2	2
TOTAL		0	0	48	0	0	31	31

	0	0	48	0	0	31	CAD Machine HOURS as Expense
TOTAL HOURS =	0	0	48	0	0	31	31
HOURLY RATES =	\$45.00	\$38.75	\$33.80	\$25.20	\$24.60	\$20.20	\$18.00
SUBTOTAL =	\$0.00	\$0.00	\$1,622.40	\$0.00	\$0.00	\$626.20	\$558.00

TOTAL HOURS = 79
 TOTAL DIRECT LABOR = \$2,248.60

EXPENSES (Lump Sum):		
Printing & Reproduction (at cost)		\$250.00
CAD hrs @ \$18.00/Hour	31	\$558.00
TOTAL =		\$808.00

DIRECT LABOR		\$2,248.60
OVERHEAD (2012)	149.74%	\$3,367.05
SUBTOTAL (Labor and Overhead)		\$5,615.65
PROFIT	15%	\$842.35
EXPENSES		\$808.00
Design Phase TOTAL FEE (Lump Sum)		\$7,266.00



March 4, 2013

Mr. Darwin Cronk, P.E.
Professional Engineering Consultants, P.A.
1263 S.W. Topeka Boulevard
Topeka, Kansas 66612

Re: Revised Proposal for Geotechnical Engineering Services
Jabara Airport Road Reconstruction and T Hangars
Wichita, Kansas
Proposal No. 74-13P0017R

Mr. Cronk,

Allied Laboratories is pleased to submit this revised proposal for geotechnical services for the referenced project. We understand the project includes the construction and/or expansion of 2 Hangars, and the reconstruction of the adjacent roadway.

Based on the provided information, we propose to drill four (4) Standard Penetration Test (SPT) borings to approximately 20 feet below the existing ground surface within proposed Hangar areas and 4 SPT borings to 5 feet within the adjacent roadway. Standard Penetration Test boring sampling will be performed at 2.5 foot intervals in the upper 10 feet and at 5 foot intervals below 10 feet. Additional samples will be obtained at selected locations and depths, where feasible. Grab and bulk samples may also be obtained from auger cuttings during drilling. The roadway coreholes will be patched with similar materials.

Laboratory testing will be performed to determine index and engineering properties on selected samples. Tests performed will be contingent on the soil conditions encountered. Anticipated testing includes moisture content, dry unit weight, unconfined compressive strength, Atterberg Limits, and percent passing the #200 sieve. The geotechnical report will include field and laboratory test results, and our recommendations for project design, including site grading, shallow foundation system, and pavement design.

Fees for the Geotechnical Services as outlined above are \$5,345.00. The lump sum cost is for the scope of services presented. You will be contacted prior to performing any additional services (if necessary) for your approval. If approved, the additional services would be performed at our current unit rates presented on Attachment A. The fee assumes all boring locations are accessible with a truck mounted drill rig. Costs associated with site access including leveling,

FORWARD ALL MAIL TO
ALLIED LABORATORIES
303 SOUTH TOPEKA
WICHITA, KANSAS 67202
E-MAIL: Allied@PECT.com

**CONSTRUCTION/SURVEY/GEOTECHNICAL
DIVISIONS LOCATED AT**
350 SOUTH WASHINGTON
WICHITA, KANSAS 67202
(316) 262-6457
FAX NO. (316) 262-6592

clearing trees or other access related items are not included in this proposal. The fee does not include costs for coring the bedrock or costs for surveying the boring locations. However, a benchmark will be established in the field and the boring elevations will be estimated based on the field benchmark.

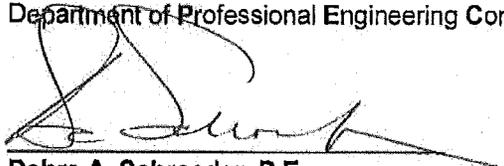
Prior to drilling, Allied Laboratories will perform a utility check of the site by notifying the appropriate One Call utility locate system. However, on-site private utilities may not be identified by the One Call locate system. The client/owner should mark and notify Allied Laboratories of all known on-site utilities not covered by One Call utility locates.

Based on our current work schedule, we anticipate the field exploration portion of the project could begin within approximately 2 to 3 days after notice to proceed and completion of the utility check, barring site access or weather delays. The field exploration would likely require 5 to 6 days to complete. Laboratory testing, analysis, and report preparation would be completed approximately 1 ½ to 2 weeks after completion of the drilling. However, once the lab tests are complete, preliminary information may be released. The actual schedule will be dependent on the weather conditions and our workload at notice to proceed.

We appreciate the opportunity to provide this proposal. If you have any questions, please contact us at your convenience.

Respectfully,

ALLIED LABORATORIES
Department of Professional Engineering Consultants, P.A.



Debra A. Schroeder, P.E.
Geotechnical Engineer

attachment



GEOTECHNICAL ENGINEERING FEE SCHEDULE

Attachment A

1 AUGUST 2012

ALLIED LABORATORIES

Department of Professional Engineering Consultants, P.A.

MOBILIZATION

3101 Project Setup (local/base charge).....	400.00 day
3102 Drill Rig & Crew Mileage.....	3.00 mile
3103 Drill Crew Per Diem & Motels.....	300.00 day
2102 Pickup Trucks, Vans.....	0.60 mile
2103 Pickup Trucks with Trailers.....	0.75 mile
2201 Meals and Incidentals.....	30.00 day
2202 Lodging.....	Direct Cost

FIELD EXPLORATION

3201 Drill Rig & Crew.....	220.00 hour
3202 Grout Borings.....	3.00 foot
3203 Shelby Tubes.....	10.00 each
2307 Other Equipment.....	(Price on Request)
2401 Non-Standard Tests.....	(Price on Request)

LABORATORY TESTING

3301 Moisture Content (ASTM D-2216 / microwave).....	10.00 each
3302 Dry Unit Weight (ASTM D-2166).....	30.00 each
3303 Atterberg Limits (ASTM D-4318).....	70.00 each
3304 Material Finer than 200 Sieve (ASTM D-1140).....	30.00 each
3305 Unconfined Compressive Strength (ASTM D-2166).....	70.00 each
3306 Sieve Analysis (ASTM C-136, C-117).....	45.00 each
3307 Particle Size Analysis of Soils (Hydrometer, ASTM D-422).....	140.00 each
3308 Specific Gravity (ASTM D-854).....	120.00 each
3309 Swell-Consolidation (ASTM D-2435).....	400.00 each
3310 Falling Head Permeability (ASTM-5084).....	400.00 each
3311 Constant Head Permeability (ASTM D-2434).....	400.00 each
3312 Moisture-Density Curves (ASTM D-698/1557).....	130.00 each
3313 One Point Curve Checks (ASTM D-698/1557).....	50.00 each
3314 California Bearing Ratio (ASTM D-1883).....	350.00 each
3315 Relative Density (ASTM D-4253/4254).....	400.00 each
3316 Lime Determination (ASTM D-4253/4254).....	550.00 each
3317 Direct Shear (ASTM D-3080).....	400.00 point

CONSULTATION, ANALYSIS & REPORT

1101 Principal Engineer/Project Manager.....	150.00 hour
1102 Senior Engineer/Geotechnical Engineer.....	110.00 hour
1103 Staff Engineer/Field Engineer.....	90.00 hour
1104 Administrative Assistant.....	60.00 hour
1302 Senior Engineering Technician.....	60.00 hour
1303 Engineering Technician.....	49.00 hour

The rates shown above are effective for services through December 31, 2013, and are subject to revision thereafter.



March 4, 2013

Professional Engineering Consultants, P.A.
303 S. Topeka
Wichita Kansas 67202

Attention: Mr. Dar Cronk, P.E. via email: dar.cronk@pec1.com

Reference: Environmental Site Assessment - Phase II
Soil & Groundwater Sampling
Jabara Airport, Wichita, Kansas
AEC File No. P1303027

Dear Mr. Cronk:

Allied Environmental Consultants, Inc. (AEC) is pleased to submit this proposal to perform soil and groundwater sampling and analyses at and near the fuel farm and fuel loading rack at Jabara Airport in Wichita, Kansas. This proposal presents our understanding of your needs, the scope of services to address those needs, and the associated fee.

STATEMENT OF UNDERSTANDING

Professional Engineering Consultants, P.A. (PEC) provided the following description of services to be rendered:

1. Perform surface and subsurface soil investigation along the existing buried fuel lines, between the fuel farm and the fuel loading rack located at the northwest corner of the aircraft apron, for potential contamination from current or past fuel leaks. Investigation effort will include shallow excavations using a backhoe at approximately 20' spacings along a 400-foot corridor. If contamination is encountered, the design team will make recommendation for mitigating the contamination and may provide additional services, under separate agreement, to monitor or evaluate the clean-up efforts.
2. Take groundwater samples from four (4) existing monitoring wells near the fuel farm and perform analysis on the samples for evidence of volatile organic compound contamination. Prepare and submit to the Owner a report of the analysis results for the purpose of establishing a baseline contamination level. This work is identified as a separate fee and will only be performed and billed if requested by the Owner.

PHASE II SCOPE OF SERVICES

AEC will utilize a small backhoe to obtain approximately twenty (20) soil samples along the buried fuel line. AEC's Environmental Professional (Geologist) will also field screen representative samples utilizing field headspace methodologies with a photoionization detector (PID). Approximately twenty (20) soil samples will be submitted to a certified laboratory for volatile organic compounds (VOC) by method 8260 and total petroleum hydrocarbons (TPH) by methods OA-1 and OA-2.

AEC will sample four existing monitoring wells at the fuel farm with disposable bailers. After purging, samples will be collected for submittal to a certified laboratory for volatile organic compounds (VOC) by method 8260 and total petroleum hydrocarbons (TPH) by methods OA-1 and OA-2.

All samples for chemical analyses will be placed in laboratory-supplied containers, labeled, and stored on ice in a cooler for transportation to the analytical laboratory for the analyses noted above. The cooler will be sealed and samples shipped under chain-of-custody documentation by overnight delivery. Normal laboratory turnaround time is approximately ten (10) working days after receipt of the samples.

DELIVERABLES

AEC will deliver a bound report for the Phase II ESA tasks at the conclusion of this project.

COST ESTIMATE AND SCHEDULE

The Phase II report will be submitted within 2 working days following receipt of the laboratory analyses. If additional services beyond the scope of this proposal are required, such as teleconferences or meetings with third parties to discuss the findings of the reports, they will be invoiced at the applicable billing rates shown in Exhibit A. The estimated costs are summarized in the following table.

Cost Estimate

ITEM	QUANTITY	UNIT	RATE	COST
SOIL SAMPLING				
Backhoe Contractor	1	Day	1,210.00	1,210.00
Chemical Analysis (VOC, TPH-OA1, OA2)	20	Each	187.00	3,740.00
Fieldwork (EG17)	8	Hours	90.00	720.00
Report (EG17)	6	Hours	90.00	540.00
Review (PG19)	1	Hour	130.00	130.00
Drafting (ET7)	2	Hours	67.00	134.00
Project Administration (PA10)	1	Hour	81.00	81.00
Formatting/Copying (PA9)	1	Hour	77.00	77.00
Equipment & Supplies	1	Lump Sum	105.00	105.00
Mileage	20	Miles	0.56	11.20
Soil Sampling Total				6,748.20
GROUNDWATER SAMPLING				
Fieldwork (EG17)	2	Hours	90.00	180.00
Equipment & Supplies	1	Lump Sum	86.00	86.00
Chemical Analysis (VOC, TPH-OA1, OA2)	4	Each	187.00	748.00
Report (EG17)	2	Hours	90.00	180.00
Groundwater Sampling Total				\$1,194.00
TOTAL PROJECT ESTIMATE				\$7,942.20

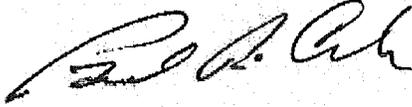
The above unit costs are considered fixed for this investigation; however, the scope could change depending upon actual site conditions. You would be charged only for the work performed. In the event of differing site conditions, no significant overrun in costs would occur without discussing with you the site conditions and the need for additional costs.

Please review the attached General Provisions for Professional Services (Exhibit A) that will be part of our agreement if this proposal is accepted.

We hope this proposal is helpful in your evaluation of our services. If you are in agreement with this proposal, please sign and return one copy to our office. Should you have any questions or comments, feel free to contact us at your convenience.

Professional Engineering Consultants, P.A.
March 4, 2013
Page 3

Sincerely,
ALLIED ENVIRONMENTAL CONSULTANTS, INC.



Paul R. Clark, P.G.
President

Attachments

For: **PROFESSIONAL ENGINEERING
CONSULTANTS:**

Signature/Title

Printed/Typed Name of Authorized Signer

Date

Project: Paving, Drainage, and T-Hangar Improvements Exhibit D-12
 Location: Wichita, KS
 Airport: Colonel James Jabara Airport Date: March 6, 2013

Landscape Design Phase - Landworks

Project Number 13-040

	CLM		EDD	DAS			Clerical	Expenses	
	Principal	LA Rate	Project Mgr	Graphics/3D	Drafting	IT/Admin			
Hourly Rate	50	40	35		25				

01 - Pre-Design									
Total Hours	0	0	0	0	0	0	0	0	
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

02 - Schematic Design									
Total Hours	0	0	0	0	0	0	0	0	
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

03 - Conceptual Design									
Total Hours	0	0	0	0	0	0	0	0	
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

04 - Design Development									
Planting Plan			6		8				
Specs			4						
Cost Estimates			2						
Irrigation			10		4				
Coordination			4						
Total Hours	0	0	26	0	12	0	0		
Phase Total	\$0	\$0	\$910	\$0	\$300	\$0	\$0	\$0	\$1,210

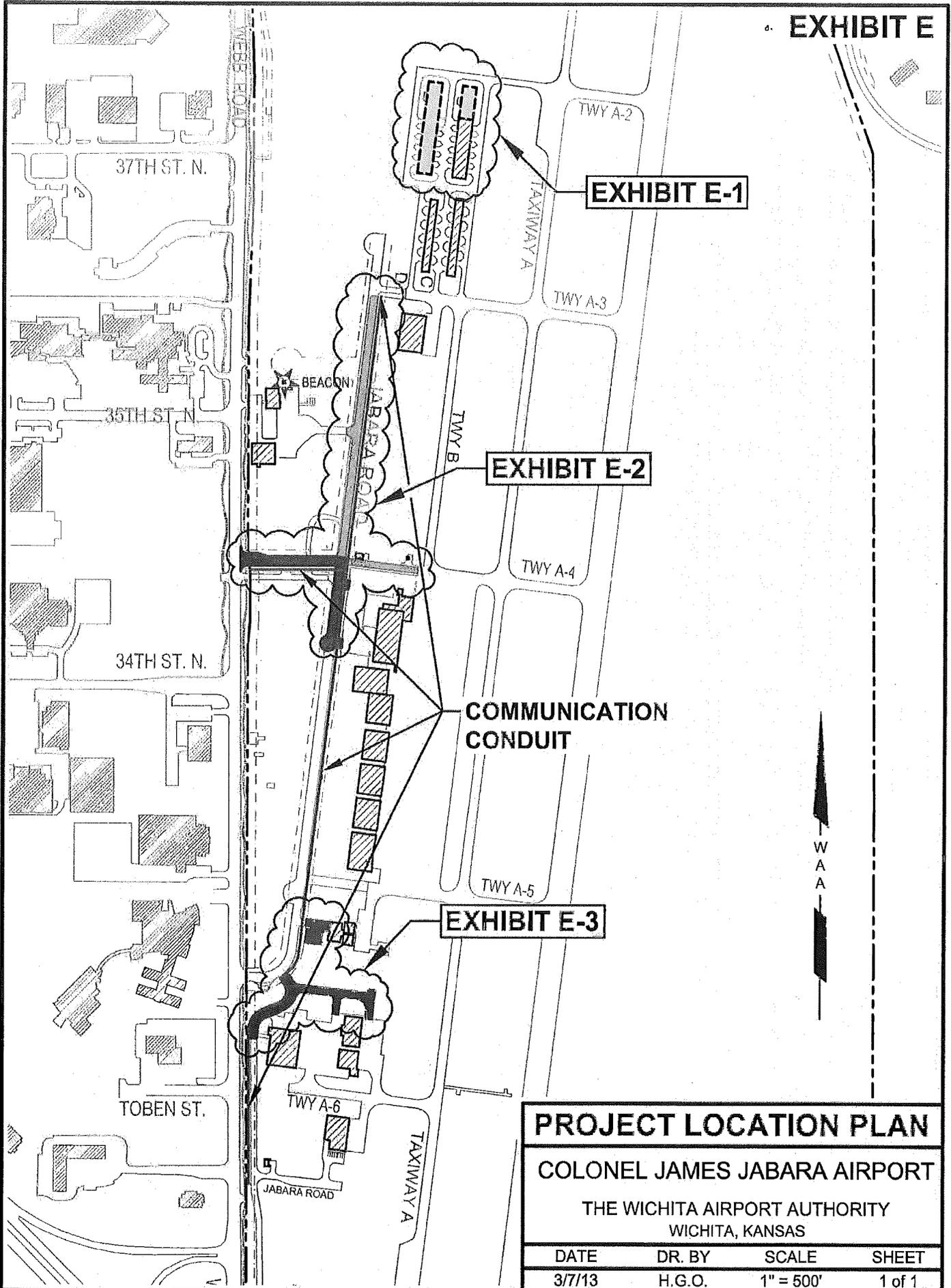
05 - Construction Documents									
Planting Plan			6		8				
Irrigation Plan			8						
Specs			2						
Cost Estimates			2						
Coordination			4		6			200	
Total Hours	0	0	22	0	14	0	0		
Phase Total	\$0	\$0	\$770	\$0	\$350	\$0	\$0	\$200	\$1,120

06 - Bidding									
Total Hours	0	0	0	0	0	0	0	0	
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

07 - Construction Admin									
Total Hours	0	0	0	0	0	0	0	0	
Phase Total	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

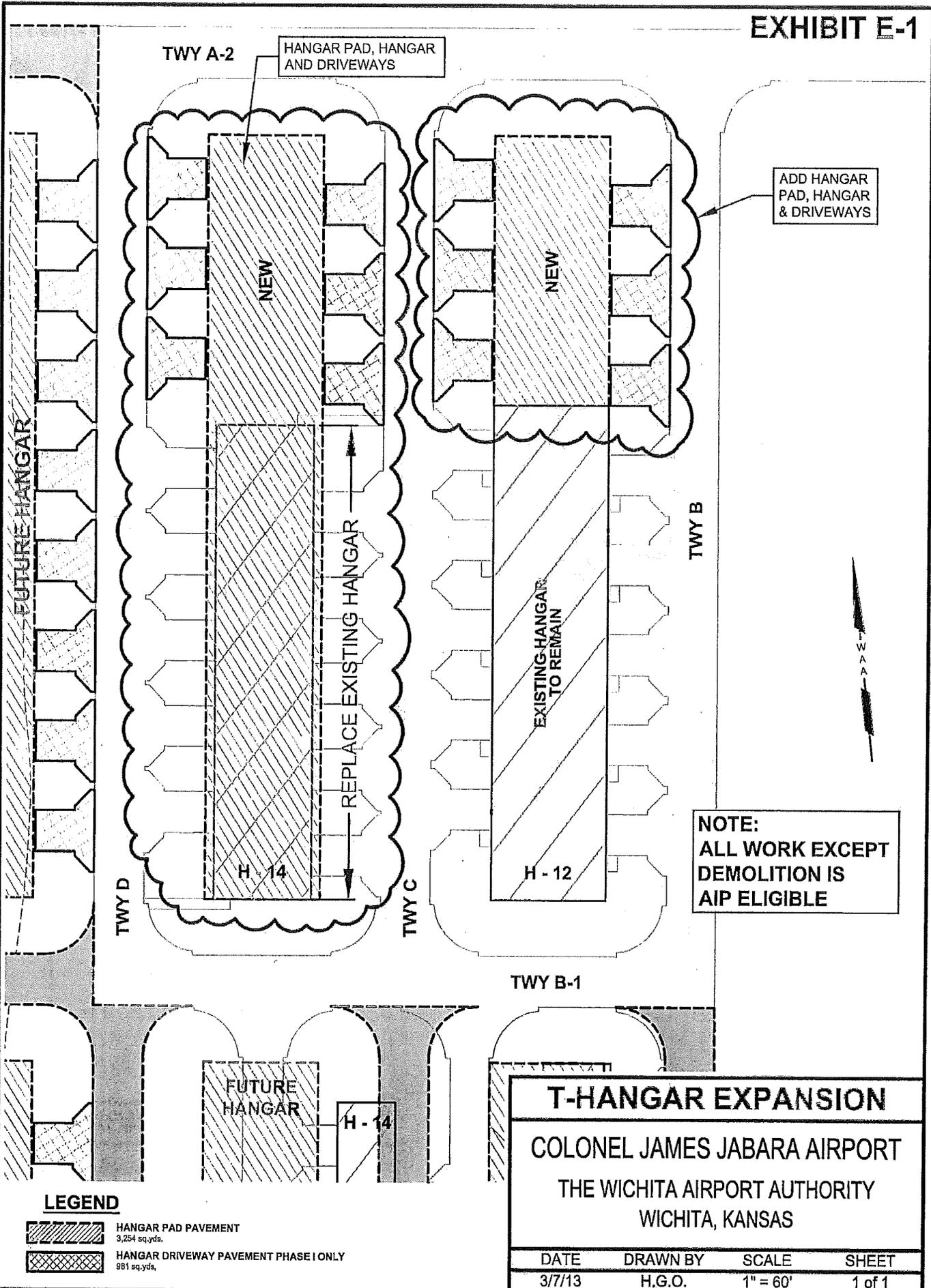
Total LWS Fee:									\$2,330
Overhead %143									\$3,332
Profit %15									\$849
Total Subconsultant Fees									
Reimbursable Expenses	(At Cost)								\$200
Project Total									\$6,511

EXHIBIT E



D:\Drawings\JABARA\217-Street_Pavement\2013PavementImprovement.dwg, E, 3/7/2013, 1:27:03 PM

PROJECT LOCATION PLAN			
COLONEL JAMES JABARA AIRPORT			
THE WICHITA AIRPORT AUTHORITY			
WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
3/7/13	H.G.O.	1" = 500'	1 of 1



HANGAR PAD, HANGAR AND DRIVEWAYS

ADD HANGAR PAD, HANGAR & DRIVEWAYS

TWY B

RWA

NOTE:
ALL WORK EXCEPT
DEMOLITION IS
AIP ELIGIBLE

TWY D

TWY C

TWY B-1

LEGEND

-  HANGAR PAD PAVEMENT
3,254 sq.yds.
-  HANGAR DRIVEWAY PAVEMENT PHASE I ONLY
981 sq.yds.

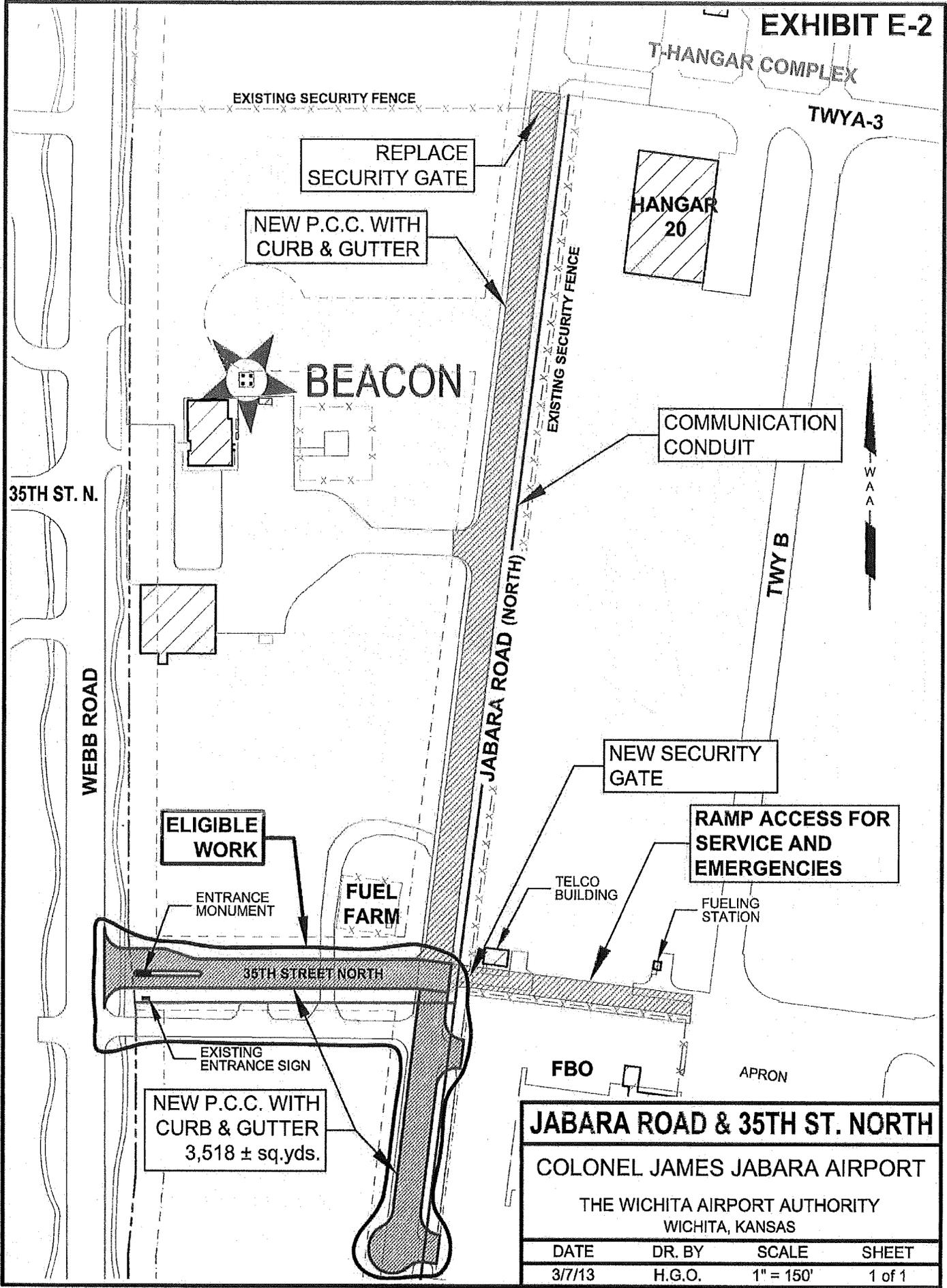
T-HANGAR EXPANSION

COLONEL JAMES JABARA AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DRAWN BY	SCALE	SHEET
3/7/13	H.G.O.	1" = 60'	1 of 1

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EXHIBIT E-2



NEW P.C.C. WITH CURB & GUTTER
3,518 ± sq.yds.

JABARA ROAD & 35TH ST. NORTH			
COLONEL JAMES JABARA AIRPORT			
THE WICHITA AIRPORT AUTHORITY			
WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
3/7/13	H.G.O.	1" = 150'	1 of 1

D:\Drawings\JABARA\17-Street_Pavement\2013PavementImprovement.dwg, E-2, 3/7/2013 12:05:53 PM

TWY A-5

**PARKING LOT
RECONSTRUCTION**
3340 JABARA ROAD

H-16

H-17

**ROAD
REHABILITATION**

JABARA COURT

H-18

H-19

H-21

TWY A-6

W
A
A

WEBB ROAD

JABARA ROAD

COMMUNICATION
CONDUIT

JABARA ROAD (SOUTH)

JABARA ROAD (SOUTH)

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/7/13	H.G.O.	1" = 100'	1 of 1

D:\Drawing\JABARA\217-Spread Pavement\2013\Pre\main\spread\main.dwg, E-3, 3/7/2013 1:20:55 PM

Starting July 1, 2005, the City of Wichita will be requiring prime contractors to submit Subcontracting Document Forms for Airport Engineering Division projects.

This form must be completed, signed, and submitted to Contract Compliance Officer, 12th Floor, City Hall, 455 N. Main, Wichita, KS 67202 THROUGH AIRPORT ENGINEERING. If your firm will not be utilizing any subcontractors during the process, please submit Subcontracting Document with the notation: **No subcontractors.** **Any subcontractors that are being paid \$2,500.00 or more must be identified on Subcontracting Document Form.**

Instructions to Completing Subcontracting Document Form

- 1. Subcontracting/Joint Venture Document – Subcontractor/Joint Venture Data Sheet**
This form must be submitted along with the signed contract. **No payments will be processed, until this form has been submitted.**

This form must be completed for each agreement, original contracts and supplemental agreements. Should you have questions, please contact Linda Turley in Airport Engineering and Planning at 316-946-4715.

SUBCONTRACTING/JOINT VENTURE DATA SHEET

FORMAL Proposal #: _____ Proposal Name: _____
 Prime Vendor Name: P.E.C. Federal Tax ID #: 48-0699643
 Prime Contract Amount: \$ 105,409.83

**THIS FORM MUST BE SUBMITTED TO THE FINANCE DEPARTMENT/PURCHASING DIVISION
 WITH ALL CONTRACTS TO THE PURCHASING AGENT:
 Chris Haislett - Contract Compliance Officer, 12th Floor, City Hall, 455 N. Main, Wichita, KS 67202**

Sub Federal Tax ID#	Subcontracting Firm's Name/Address/Phone No.	Sub Contract Amount	Type of Work	*City Status* (check as many as apply)	Ethnic Code
48-1123414	AEC P.O. Box 234 Wichita, KS 67201-0234	\$ 7942.20	ENVIRONMENTAL SITE ASSESSMENT	DBE <input checked="" type="checkbox"/> EBE SBE <input type="checkbox"/> MBE	A AA NA HI AKA PI WO
56-2548328	LAND WORKS 18977 W. 150 th ST. OLATHE, KS 66062	\$ 6,511.00	LANDSCAPE & IRRIGATION DESIGN	<input checked="" type="checkbox"/> DBE EBE SBE <input type="checkbox"/> MBE	A AA NA HI AKA PI <input checked="" type="checkbox"/> WO
				DBE <input type="checkbox"/> EBE SBE <input type="checkbox"/> MBE	A AA NA HI AKA PI WO
				DBE <input type="checkbox"/> EBE SBE <input type="checkbox"/> MBE	A AA NA HI AKA PI WO
				DBE <input type="checkbox"/> EBE SBE <input type="checkbox"/> MBE	A AA NA HI AKA PI WO
				DBE <input type="checkbox"/> EBE SBE <input type="checkbox"/> MBE	A AA NA HI AKA PI WO

City Status: DBE (State-Certified Disadvantaged Business Enterprise), EBE (City-Listed Emerging Business Enterprise), SBE (Small Business Enterprise), (MBE/W/O) Minority/women-owned business is a business listed as such on the State's Uncertified Listing

Ethnic Code: A (Asian), AA (African American), NA (Native American), HI (Hispanic), AKA (Alaskan American), PI (Pacific Islander), WO (Women-owned)

I hereby certify that the above information is true and correct and that I will notify the Purchasing Agent, in writing, of any changes that occur prior to completion of the work.

Prime Contractor's Signature: *[Signature]* Date: 3-11-13

Purchasing Agent's Signature: _____ Date: _____

ATTACHMENT 1

AFFIDAVIT OF NON-RESTRICTIVE COMPETITION

(June 5, 2012)

ROBERT D. BIBY being first duly sworn, deposes and (Print name of authorized official)

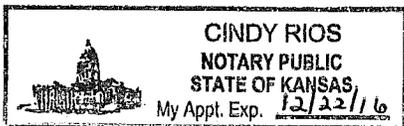
indicates he/she is Principal of P.E.C. (Title of authorized official) (Bidder)

and that all statements made and facts set out in their Bid submittal are true and correct and that the Bidder (the person, firm association, or corporation making said Bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free and open competition in connection with such bids in response to the bidding process or any contact which may result from the acceptance of said Bidder.

Affiant further certifies that the Bidder is not financially interested in, or financially affiliated with, any other bidder for the Project.

[Signature] (Signature of authorized official)

Sworn to before me this 11th day of March, 2013



[Signature] (Notary Public)

ATTACHMENT 2

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

(June 7, 2012)

The Bidder P.E.C. certifies to the best of its knowledge and belief, that it and its principals;

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department, the Wichita Airport Authority or The City of Wichita;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2; and
4. Have not within a three-year period preceding this Bid had one or more public transactions (federal, state or local) terminated for cause of default.

Where the potential Contractor is unable to certify to any of the statements in this certification, such Bidder shall attach an explanation to this Bid.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTAND THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

Rott DBP
(Signature of authorized official)

Principal
(Printed title of authorized official)

3-11-13
(Date)

ATTACHMENT 3

CERTIFICATION OF RESTRICTIONS ON LOBBYING

(49 CFR Part 20)

(June 5, 2012)

I hereby certify that I am authorized to execute this certification, and to the best of my knowledge after due diligent inquiry, on behalf of PEL that:
(Name of Bidder)

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement..
2. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

THE BIDDER CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF EACH STATEMENT OF ITS CERTIFICATION AND DISCLOSURE, IF ANY. IN ADDITION, THE CONTRACTOR UNDERSTANDS AND AGREES THAT THE PROVISIONS OF 31 U.S.C. §§ 3801 ET SEQ. APPLY TO THIS CERTIFICATION AND DISCLOSURE, IF ANY.

Executed this 11th day of March, 2013.


(Signature of authorized official)

ROBERT D. BIBY
(Printed name and title of authorized official)

**COLONEL JAMES JABARA AIRPORT
PAVING, DRAINAGE, AND T-HANGAR IMPROVEMENTS**

**SCOPE OF SERVICES
(February 17, 2013)**

This letter is written to serve as an agreement between the Wichita Airport Authority (CLIENT) and Professional Engineering Consultants, P.A. (PEC) to provide professional services including:

I. Scope of Services:

A. Field Investigation Services

1. Field Survey

- i. Conduct field surveys of all work areas as required to prepare base plans showing topographic features. To extent possible, previously prepared survey drawings will be used for new base plans, with additional survey effort to verify topo features, pick-up new improvements, utilities, etc. The existing survey datum (horizontal and vertical) will be tied to the Airport Primary Control Point.

2. Geotechnical Investigation

- i. Perform supplemental soil borings at various locations to obtain existing pavement sections and underlying soil properties for use in preparing bid documents and determining appropriate foundation design and stabilization requirements for both new pavements and building foundations. See attached Allied Labs proposal for specific scope and fee breakdown.

3. Environmental Contamination

- i. Perform surface and subsurface soil investigation along the existing buried fuel lines, between the fuel farm and the fuel loading rack located at the northwest corner of the aircraft apron, for potential contamination from current or past fuel leaks. Investigation effort will include shallow excavations using a backhoe at approximately 20' spacings. If contamination is encountered, the design team will make recommendation for mitigating the contamination and may provide additional services, under separate agreement, to monitor or evaluate the clean-up efforts.
- ii. Take groundwater samples from four (4) existing monitoring wells near the fuel farm and perform analysis on the samples for evidence of volatile organic compound contamination. Prepare and submit to the Owner a report of the analysis results for the purpose of establishing a baseline contamination level. This work is identified as a separate fee and will only be performed and billed if requested by the Owner.

B. Paving and Drainage Design

1. Design of 35th Street North from Webb Road to Jabara Road and Jabara Road from south FBO entrance north to Security Gate at Taxiway A-3. Design will include plans and details for improvements related to grading, drainage, paving, utility

relocation/adjustment, temporary and permanent erosion control features, construction sequencing, landscaping, gate and fencing modification, and a monument sign. In order to minimize design cost and duration, to the extent possible, all project design will be based on previously prepared near-final plans for 35th St. and Jabara Road reconstruction. Specifically, the following improvements are to be part of the design:

- i. Approximately 400 l.f. concrete pavement (35' bk-bk) with curb and gutter along 35th St. Design will include provision for right-turn lane onto Webb Road, a median at Webb Road for a monument sign, and a drive on the north side for connection to the fuel farm access road.
- ii. Approximately 1450 l.f. concrete pavement (35' bk-bk) with curb and gutter along Jabara Road. Design will include provision for approximately five (5) driveways.
- iii. Existing storm sewer buried along the east side of Jabara Road will be extended to provide roadway drainage for the project. Private project plans for this work will be submitted to the City of Wichita for review and approval. Owner will be responsible for plan review fee.
- iv. Install fire hydrants on existing water main along Jabara Road north of 35th Street.
- v. Landscaping and irrigation along 35th St. and entrance drives into the FBO. Design will include trees and shrubs.
- vi. Lighted Monument sign at 35th St. entrance. Sign will be located in the median and will include lettering as specified by the Owner during design. Sign is anticipated to be approximately 18 feet in length. Owner will provide sign details to incorporate into construction drawings.
- vii. Regrade portions of fuel farm access road to match new grades at 35th St. and Jabara Road.
- viii. Lower existing fuel lines from fuel farm to airfield to avoid project improvements.
- ix. Install new airfield vehicle security gate, per Owner provided details, at the north end of Jabara Road.
- x. Relocate existing construction gate and construction access road as necessary at north end of 35th St. to avoid possible conflict with new sliding security gate.
- xi. Approximately 300 l.f. concrete drive (20' +/- width) from Jabara Road to aviation apron along the south side of the Telco building. Install a new security gate across drive entrance and provide pathway infrastructure to permit installation of a gate operator in the future.
- xii. Prepare construction phasing plans to permit public access to various locations on the airport as determined with the Owner.

- xiii. Prepare pavement marking and signing plan for all roadways.
2. Design of the complete reconstruction of the existing asphalt parking lot at 3340 Jabara Road. Design will include plans and details for the following elements of work:
 - i. Demo existing asphalt pavement and concrete curb and gutter.
 - ii. Subgrade stabilization.
 - iii. P.C.C. parking lot with concrete curb and gutter - prepare layout and grading plan. Layout to match existing. Grading pattern to be similar to existing, with possible improvements to better surface drainage.
 - iv. Parking lot striping.
3. Design of asphalt pavement rehabilitation of south Jabara Road and driveway to south tenant hangars. For this portion of the project, design plans and specifications will be prepared to rehabilitate the existing asphalt pavements by performing crack repair and sealing and performing a surface slurry seal.
4. Inventory concrete pavement defects along south Jabara Road and prepare a plan and details to repair pavement surface. Work will be limited to crack sealing, joint resealing, and small patches.
5. All improvements will be specified utilizing applicable FAA standard specifications. Where work elements are not covered by a FAA standard, the Owner's standard specifications will be used.

C. T-Hangar Design

1. Design expansion of existing Hangar 12 to add (6) hangar bays
 - i. Building & Structural Design:
 1. Provide design drawings and calculations (submitted if required) for the code mandated gravity, wind, seismic loads, and agreed to special loadings for the new building foundations. Design will be compliant to the current building codes. Design and drawings are limited to Basic Services as defined by "National Practice Guidelines for the Specialty Structural Engineer of Record" by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council).
 2. Dimensioned foundation plan for a pre-engineered nested T-Hanger, details, and slab on grade.
 3. Framing plan showing the locations of the rigid frames for a pre-engineered nested T-Hanger, bracing, doors, and other features.
 4. Miscellaneous supports for equipment that span between nested T-Hanger metal building members.

5. The existing structure is assumed to be designed properly for the intended use. Provide design requirements for the Pre-Engineered nested T-Hangar designer to perform evaluation on existing structural elements for gravity loads only to determine if the new dead or live loads exceed 105% of the original loads. For loads exceeding 105% of original loads, require additional reinforcing to support excess loads.
6. Compare and evaluate the construction costs of an addition to the existing pre-engineered nested T-Hangar versus the construction of a completely new structure.

ii. Electrical Design:

1. Replace obstruction lighting on north side of hangar extension as required by FAA AC 70/7460-1K.
2. Add sub-fed panelboard to serve electrical requirements for new hangar bays. Panelboard to be located on north end of hangar in auxiliary space.
3. Design fluorescent lighting system with single-pole toggle switch control and install single GFCI receptacle in each hangar bay in each hangar bay. Lighting and receptacle to be connected on single dedicated circuit for each hangar bay. (6 bays total).
4. Design fluorescent lighting system with single-pole toggle switch control and install single GFCI receptacle in auxiliary space on north of Hangar 12 expansion. Lighting and receptacle to be connected on a single dedicated circuit.
5. Install door operator with controls in each hangar bay (6 bays total).
6. Design new Metal Halide exterior lighting for hangar extension. Provide (1) fixture at each hangar bay location. Lighting to be controlled by a photocell. (6 bays total).
7. Replace existing Mercury Vapor light fixtures on existing Hangar 12 with Metal Halide fixture to match what is being installed at the new hangar bay locations.
8. Install (2) 2" conduit from auxiliary space on north end of Hangar 12 expansion to a location north of Taxiway 'A2' for future connection to airfield lighting system. Directionally bore conduit beneath all existing pavement.
9. Install 4" conduit from auxiliary space on north end of Hangar 12 expansion to new auxiliary space on north end of new Hangar 14 for future use. Directionally bore conduit beneath all existing pavement.
10. Provide planning for future relocation of Airfield Lighting Constant Current Regulator and backup generator to the auxiliary space on the north end of the Hangar 12 expansion. This will include an

equipment layout in the auxiliary space to indicate potential future locations of the equipment to be relocated by a future separate contract.

2. Remove existing Hangar 14 and install new Hangar 14 with new foundation in its place.
 - i. Building & Structural Design:
 1. Provide design drawings and calculations (submitted if required) for the code mandated gravity, wind, seismic loads, and agreed to special loadings for the new building foundations. Design will be compliant to the current building codes. Design and drawings are limited to Basic Services as defined by “National Practice Guidelines for the Specialty Structural Engineer of Record” by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council).
 2. Dimensioned foundation plan for a pre-engineered nested T-Hanger, details, and slab on grade.
 3. Framing plan showing the locations of the rigid frames for a pre-engineered nested T-Hanger, bracing, doors, and other features.
 4. Miscellaneous supports for equipment that span between nested T-Hanger metal building members.
 5. The existing structure is assumed to be designed properly for the intended use. Provide design requirements for the Pre-Engineered nested T-Hanger designer to perform evaluation on existing structural elements for gravity loads only to determine if the new dead or live loads exceed 105% of the original loads. For loads exceeding 105% of original loads, require additional reinforcing to support excess loads.
 - ii. Electrical Design:
 1. Provide and connect panelboard to serve all loads in Hangar 14. Panel to be located in the auxiliary space in either the north or south end of Hangar 14.
 2. Design fluorescent lighting system with single-pole toggle switch control and install single GFCI receptacle in each hangar bay in each hangar bay. Lighting and receptacle to be connected on single dedicated circuit for each hangar bay. (16 bays total).
 3. Install door operator with controls in each hangar bay (16 bays total).
 4. Design new Metal Halide exterior lighting for hangar extension. Provide (1) fixture at each hangar bay location. Lighting to be controlled by a photocell. (16 bays total).

5. Install obstruction lighting on the new hangar as required by FAA AC 70/7460-1K.

D. Site Electrical and Communications Design

1. Provide conduit with pull rope for future power to future gate operator at north end of Jabara Road from Hangar 20 Building Service.
2. Install Communications duct system with innerduct and handholes (where required) from future gate operator at north end of Jabara Road into the Telco Building. Provide handhole adjacent to future gate operator.
3. Route Communications duct from handhole adjacent to future gate operator at north end of Jabara Road into auxiliary space on north end of new Hangar 14.
4. Install Communications duct system with innerduct and handholes (where required) from a location south of South Jabara Road into the Telco Building.
5. Install Communications duct system with innerduct and handholes (where required) on new 35th Street North Entrance from Webb Road to North-South Duct system routed parallel to Jabara Road.
6. Install street lighting conduit for Westar Street Lighting on Jabara Road. Coordinate all installation requirements with Westar during design. Provide Westar street lighting on new 35th Street North entrance from Webb Road to Jabara Road. Layout to match what was used on the Wichita Mid-Continent Airport Landside Utilities project. All requirements will be coordinated with Westar.
7. Design monument lighting for new monument sign at new 35th Street North entrance location.
8. Connect power for irrigation system.

E. Engineering design services required for the development of plans, technical specifications, and construction cost estimates for the project in a format and detail required by Airport Engineering. The following services are included:

1. Design Phase:
 - a. Pre-design conference with Airport Staff.
 - b. Provide existing conditions field survey information including pot holes for utility conflicts in the area of construction for the site. This will include contacting local utility companies and airport tenants to properly label the utilities on the site with each Owner.
 - c. Provide (3) copies of the preliminary design for review. This submittal design will include:
 1. Topography including utility information.
 2. Preliminary plans sheets defining scope of work.

3. Identification of potential utility conflicts and coordination with utility companies.
 4. Preliminary cost estimate for the work.
- d. Preliminary design review conference with the owner and owner's representatives to finalize the scope and to ensure all necessary design items are included.
 - e. Complete 90% Design Effort. Provide (3) copies of the 90% design documents for review. This submittal design will include:
 1. Topography including utility information.
 2. Revised cost estimate for the work.
 3. 90% plans sheets.
 4. Draft of specification manual.
 5. Engineer's report in accordance with FAA requirements.
 6. Identification of potential utility conflicts.
 7. Identify how each utility conflict will be resolved during construction completion with dates when each utility conflict will be resolved by each utility company.
 - f. 90% Plan review conference with the owner and owner's representatives.
 - g. A field check of the plans will be performed with a representative of the Owner present.
 - h. Design meetings with Westar Staff for project coordination of the project. WAA staff to be present.
 - i. Finalize 100% Design Documents. Provide (3) bid ready sets of final plans and specifications for final design review by the Owner.
 - j. Submit plans to OCI, if required.
 - k. Final Plan review conference with the owner and owner's representatives.
 - l. Prepare and provide final contract documents including plans (signed and sealed by an engineer licensed in the State of Kansas), Project Manual including FAA and WAA Standard specifications and FAA/engineer developed technical specifications, prepare a construction cost estimate and provide electronic files of plans and specifications to Owner for use in bidding.

F. Bidding Phase:

Bid Phase services will be based on the original design contract and will include the following items:

- a. Conduct a pre-bid meeting that will include a site tour.
 - b. Bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
 - c. Provide to the Owner a final construction cost estimate just prior to bid opening.
- G. Construction Related Services Phase. (To be provided as part of a supplemental agreement)

H. Responsibilities of CLIENT:

The CLIENT agrees to provide as available the following pursuant to PEC accomplishing the Scope of Services outlined herein.

1. Utility requirements for all equipment specified and/or provided by the Owner or other Contractors.
2. Available drawings for site and future projects that were not performed by PEC.