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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. April 26, 2016

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of regular meeting on April 19, 2016

II. CONSENT AGENDA ITEMS 1 THROUGH 18

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

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

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 18)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated April 25, 2016.

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

2. Applications for Licenses:

<u>Renewal</u>	<u>2016</u>	<u>Address</u>
Larry Steckline	May 13, 14, & 15, 2016	Old Cowtown Museum, 1865 Museum Boulevard

<u>Renewal</u>	<u>2016</u>	<u>Address</u>
Ernest C Doyon	G&S Entertainment	5858 South Broadway

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renew</u>	<u>2016</u>	<u>(Consumption on Premises)</u>
Steven Blaske	Tex Consolver Golf Course**	1931 South Tyler Road
William Villar	Villars Mexico Café**	1860 South Hillside
William Villar	Villars Mexico Café**	555 West Douglas

<u>Renew</u>	<u>2016</u>	<u>(Consumption off Premises)</u>
Andrea Lazenby	Sam's Club #6275***	3084 North Maize Road
Terese K Johnson	Wichita Concession Stryker Soccer Complex***	2999 North Greenwich

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

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

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

4. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Petitions for Public Improvements:

- a. Revised Petitions for Improvements to Serve Clear Creek Addition and Clear Creek 2nd Addition. (District II)

RECOMMENDED ACTION: Approve the petitions and adopt the resolutions.

6. Agreements/Contracts:

- a. ASR 2015 Accounting Model and Annual Report.

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

7. Design Services Agreements:

- a. Supplemental Design Agreement No. 2 for Improvements to St. Francis and Commerce. (District I)

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

8. Property Acquisitions:

- a. Partial Acquisition of 5005 E. 21st for the 21st and Oliver Intersection Project. (District I)
b. Partial Acquisition of Land at the Southeast Corner of 127th Street East and Pawnee for the Improvement of the Intersection of 127th Street East and Pawnee. (District II)
c. Partial Acquisition of 5833 East 37th Street North for the 37th Street North from Oliver Avenue to Woodlawn Boulevard Improvement Project. (District I)
d. Partial Acquisition of the Vacant Land at 2323 S. Sheridan for the Sheridan Avenue Paving Project. (District IV)

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

9. Minutes of Advisory Boards/Commissions:

Wichita Historic Preservation Board, November 9, 2015
Wichita Historic Preservation Board, November 23, 2015
Wichita Historic Preservation Board, December 14, 2015
Wichita Historic Preservation Board, January 11, 2016
Bicycle and Pedestrian Advisory Board, March 14, 2016
Wichita Public Library, March 15, 2016

RECOMMENDED ACTION: Receive and file.

10. Granting of Easement on Vacant Land at Clifton Avenue and 55th Street South for a Re-use Water Line. (District III)

RECOMMENDED ACTION: Approve the easement; approve the budget; and authorize the necessary signatures.

11. Dedication of Land near Clifton Avenue and 55th Street South for a Re-use Water Line. (District III)

RECOMMENDED ACTION: Accept the dedication, and approve the budget.

12. Funding for Improvements to the Cheney Lake Pump Electrical Controls Enclosure.

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

13. Tiger Grant Application. (District I)

RECOMMENDED ACTION: Adopt the resolution authorizing submission of the TIGER grant application and authorize the necessary signatures.

14. Transfer of Part of 9519 East 53rd Street North for the Improvement of 53rd Street North by the City of Bel Aire.

RECOMMENDED ACTION: Approve the permanent easement and authorize the necessary signatures.

15. Second Reading Ordinances: (First Read April 19, 2016)

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.

None

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.

16. *Veterans Affairs Supportive Housing Grant Application.

RECOMMENDED ACTION: Authorize submission of an application for 10 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

II. CONSENT AIRPORT AGENDA ITEMS

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

17. *Notice of Intent to Use Debt Financing - Pavement Condition Inventory - Wichita Dwight D. Eisenhower National Airport.

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

18. *Grounds Maintenance Services Contract - Wichita Dwight D. Eisenhower National Airport.

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

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 26, 2016**

- a. 13th Court North from the north line of 13th Street, north to and including the cul-de-sac; Nantucket from the west line of 135th Street, west to the east line of Reserve A; Nickelton from the north line of Nantucket north to the south line of Hunters View; Hunters View from the west line of 135th Street, west to the east line of Reserve B to serve Copper Gate 3rd Addition (north of 13th Street North, west of 135th Street West) (472-85259/766356/490378) Does not affect existing traffic. (District V) - \$470,710.00
- b. Water Distribution System to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (448-90562/735548/470221) Traffic to be maintained during construction using flagpersons and barricades. (District II) - \$45,100.00
- c. 2016 Outsourced Pavement Preservation Program CIP Concrete Street Repairs, Phase 1 (Various Locations) (472-85260/707094/620837/133116/211551/666005) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - \$598,200.00

PRELIMINARY ESTIMATE of the cost of:

13th Court North from the north line of 13th Street, north to and including the cul-de-sac; Nantucket from the west line of 135th Street, west to the east line of Reserve A; Nickelton from the north line of Nantucket north to the south line of Hunters View; Hunters View from the west line of 135th Street, west to the east line of Reserve B to serve Copper Gate 3rd Addition (north of 13th Street North, west of 135th Street West)

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

LUMP SUM BID ITEMS

1	Excavation	4,559	cy
2	Fill, Compacted (95% Density)	238	cy
3	Excavation, Borrow (Contractor Furnished)	3,594	cy
4	Grading, Mass	1	LS
5	Signing	1	LS
6	Seeding	1	LS
7	Site Clearing	1	LS
8	Site Restoration	1	LS
9	Maintain Existing BMPs	1	LS

MEASURED QUANTITY BID ITEMS

10	AC Pavement 5" (3" Bit Base)	4,500	sy
11	Crushed Rock Base, 5" Reinforced	6,423	sy
12	Concrete Pavement (VG) 7" (Reinf)	406	sy
13	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	2,973	lf
14	Concrete C & G, Type 4 (6-5/8" & 1-1/2")	271	lf
15	Concrete Curb, Mono Edge (6-5/8" & 1-1/2")	238	lf
16	Concrete Driveway 6"	2,079	sf
17	Concrete Flume	80	lf
18	Wheelchair Ramp w/ Detectable Warnings	4	ea
19	Inlet Hookups	3	ea
20	Inlet Underdrain	63	lf
21	Pipe, SWS 15"	372	lf
22	Pipe, SWS 18"	66	lf
23	Pipe, SWS 24"	420	lf
24	Pipe, End Section 18"	2	ea
25	Pipe Removed	8	lf
26	Inlet, Curb (Type 1A) (L=10' W = 3')	2	ea
27	Inlet, Curb (Type 1A) (L=10' W = 4')	1	ea
28	Inlet, Drop (Double)	2	ea
29	Inlet, Backyard	1	ea
30	Inlet Removed	1	ea
31	Inlet Reconstructed	1	ea
32	Fill, Sand (Flushed & Vibrated)	66	lf
33	Rip-Rap, Light Stone	40	sy
34	BMP, Back of Curb Protection	3,330	lf
35	BMP, Curb Inlet Protection	4	ea
36	BMP, Drop Inlet Protection	3	ea
37	BMP, Erosion Control Berm	466	lf
38	BMP, Silt Fence	746	lf

Construction Subtotal

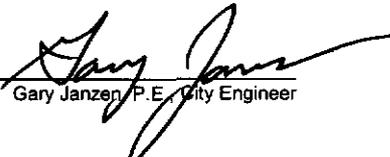
Design Fee
 Engineering & Inspection
 Administration
 Publication

Total Estimated Cost

\$470,710.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

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


 Gary Janzen, P. E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

 City Clerk

To be Bid: April 15, 2016

PRELIMINARY ESTIMATE of the cost of:

Water Distribution System to serve Krug South Addition
(south of 21st Street North, west of 143rd Street East)

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

LUMP SUM BID ITEMS

1	Site Clearing	1	LS
2	Site Restoration	1	LS
3	Seeding, Temporary	1	LS

MEASURED QUANTITY BID ITEMS

4	Pipe, WL 8"	1,055	lf
5	Fire Hydrant Assembly	2	ea
6	Valve Assembly, Blowoff, 2"	1	ea
7	BMP, Construction Entrance	1	ea

Construction Subtotal _____

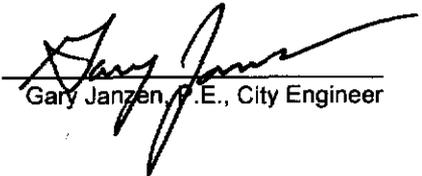
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

Total Estimated Cost _____

\$45,100.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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



 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

PRELIMINARY ESTIMATE of the cost of:

2016 Outsourced Pavement Preservation Program CIP Concrete Street Repairs, Phase 1
(various locations)

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

MEASURED QUANTITY BID ITEMS (707094)

1	6" Reinf. Concr. Pgmt. Repair	12,150	sy
2	7" Reinf. Concr. Valley Gutter Repair	150	sy
3	Mono Edge Curb Construction	5,120	lf
4	6" Concr. Driveway Repair	780	sf
5	8" Concr. Driveway Repair	200	sf
6	Wheelchair Ramp Construction w/Det. Warn.	12	ea
7	4" Sidewalk Rem & Repl	720	sf
8	Crushed Rock	800	tn

MEASURED QUANTITY BID ITEMS (620837)

9	Adj. SS MH (New Ring & Lid)	2	ea
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MEASURED QUANTITY BID ITEMS (133116)

10	Adj. SWS MH (New Ring & Lid)	9	ea
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Construction Subtotal

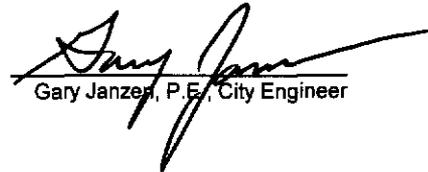
Engineering & Inspection (707094)
Administration (707094)
Publication (707094)
Contingency

Total Estimated Cost

\$598,200.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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


Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

City Clerk

211551 (707094/620837/133116) 472-85260

Page _____

EXHIBIT

City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council
SUBJECT: Revised Petitions for Improvements to Serve Clear Creek Addition and Clear Creek 2nd Addition (District II)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

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

Background: On November 19, 2013, the City Council approved petitions for sanitary sewer, water distribution, and paving improvements to serve Clear Creek Addition and Clear Creek 2nd Addition. To reflect current market conditions, the developer has submitted revised petitions that serve a smaller improvement district area. The signatures on the petitions represent 100% of the improvement district and are valid per Kansas Statute 12-6a01.

Analysis: The projects will provide sanitary sewer, water distribution and paving improvements required for a new residential development located west of 143rd Street East, south of Kellogg.

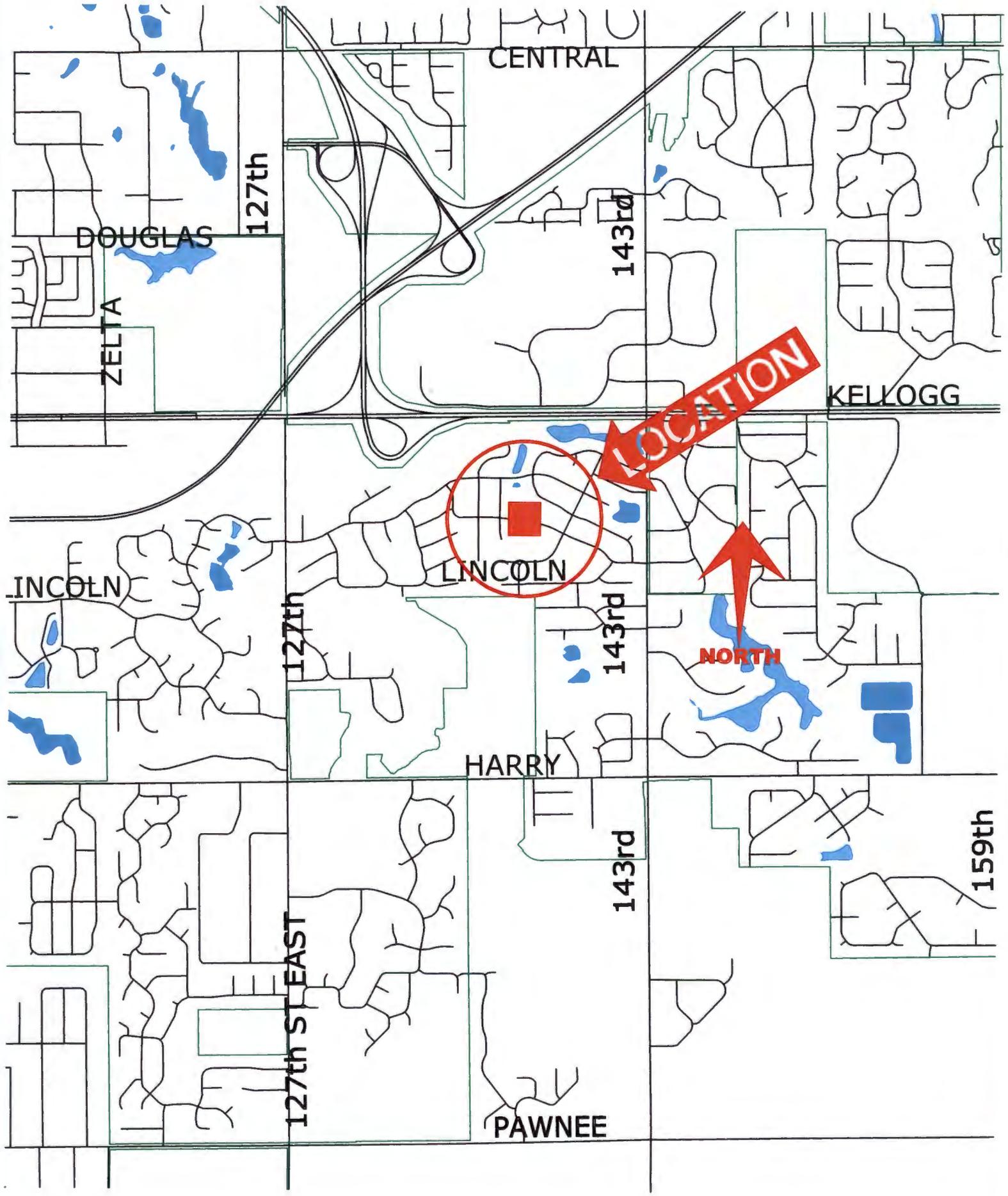
Financial Considerations: The existing petition totals are \$119,000 for sanitary sewer, \$56,000 for water distribution, and \$269,000 for paving. The revised petition totals are \$92,000 for sanitary sewer, \$40,000 for water distribution, and \$231,000 for paving. The funding source for the projects are 100% special assessments.

Improvement	Existing Petition Total	Revised Petition Total
Sanitary Sewer	\$119,000	\$92,000
Water Distribution	\$56,000	\$40,000
Paving	\$269,000	\$231,000
Total Amount	\$444,000	\$363,000

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

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

Attachments: Map, revised petitions, amending resolutions, and budget sheets.



Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 400 Street Improvements SUBFUND: 490 Paving N.I. ENGINEERING REFERENCE #: 472-83744

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 04-26-16 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: PAVING CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION 472-83744

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: PAVING CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION 472-83744

OCA #: _____ OCA TITLE: PAVING CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION 472-83744

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9730 S.A. Bonds	\$231,000.00	2999 Contractuals	\$231,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$231,000.00

EXPENSE TOTAL: \$231,000.00

NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: _____ *[Signature]*

DEPARTMENT HEAD: _____ *[Signature]*

BUDGET OFFICER: _____ *[Signature]*

CITY MANAGER: _____

DATE: 04/01/16

DATE: 4-13-16

DATE: 4/10/16

DATE: _____

RECEIVED

MAR 22 '16

CITY CLERK OFFICE

Revises 472-83744

**PETITION
Pavement – Clear Creek Addition to Wichita, Kansas;
and Clear Creek 2nd Addition to Wichita, Kansas**

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

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

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

Construction of pavement on Morris Circle from the West ROW of Morris to and including cul-de-sac; and Andrews Circle from the South ROW of Watson to and including cul-de-sac., with drainage to be installed where necessary.

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

(b) The estimated or probable cost of the proposed Improvements is: Two Hundred Thirty One Thousand (\$231,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

**Clear Creek Addition
Lots 14-21, Block 3
Clear Creek 2nd Addition
Lots 1-8, Block 1**

(d) The proposed method of assessment is: equally per lot (16 lots).

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

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

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

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

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

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

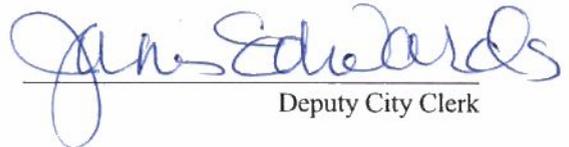
4. Names may not be withdrawn from this Petition by the signers hereof after the Governing Body commences consideration of this Petition, or, later than seven (7) days after the filing hereof, whichever occurs first.

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

Signature	Dated	Property Owned Within Proposed Improvement District
		Lots 14-21, Block 3, Clear Creek Addition Lots 1-8, Block 1, Clear Creek 2 nd Addition

THIS PETITION was filed in my office on March 22, 2016




Deputy City Clerk

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS - CLEAR CREEK ADDITION AND CLEAR CREEK 2ND ADDITION/WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) (472-83744).

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

WHEREAS, the City Council of the City (the "Governing Body") has heretofore by **Resolution No. 03-225** and **Resolution No. 13-212** of the City (the "Prior Resolutions") authorized certain internal improvements; and

WHEREAS, the scope of the improvements and the estimated or probable cost authorized by the Prior Resolutions has changed;

WHEREAS, pursuant to the receipt of a new petition (the "Petition"), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolutions; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

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

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

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

(a) It is advisable to make the following improvements:

Construction of pavement on Morris Circle from the West ROW of Morris to and including cul-de-sac; and Andrews Circle from the South ROW of Watson to and including cul-de-sac, with drainage to be installed where necessary (the "Improvements"):

(b) The estimated or probable cost of the Improvements is **Two Hundred Thirty-One Thousand Dollars (\$231,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CLEAR CREEK ADDITION

Lots 14-21, Block 3

CLEAR CREEK 2ND ADDITION

Lots 1-8, Block 1

(d) The method of assessment is: **equally per lot (16 lots).**

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

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

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

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

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian R. Magaña

for Jennifer Magaña, City Attorney
and Director of Law

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 470 Water Improvements N.I. ENGINEERING REFERENCE #: 448-90603

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 04-26-16 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: WDS CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION 448-90603

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: WDS CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION 448-90603

OCA #: _____ OCA TITLE: WDS CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION 448-90603

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$40,000.00</u>	<u>2999 Contractuals</u>	<u>\$40,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$40,000.00

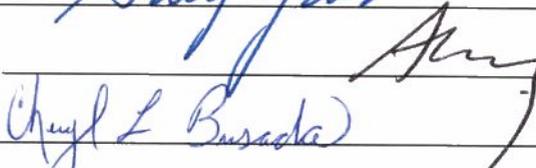
EXPENSE TOTAL: \$40,000.00

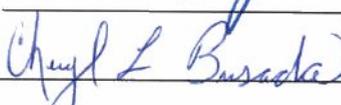
NOTES: HOLD FOR LOC

SIGNATURES REQUIRED

Print Form

DIVISION HEAD: 

DEPARTMENT HEAD: 

BUDGET OFFICER: 

CITY MANAGER: _____

DATE: 04/10/16

DATE: 4-13-16

DATE: 4/6/16

DATE: _____

**PETITION
Water – Clear Creek Addition to Wichita, Kansas;
and Clear Creek 2nd Addition to Wichita, Kansas**

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

Revises 448-90603

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

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

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below.

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

(b) The estimated or probable cost of the proposed Improvements is: Forty Thousand (\$40,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements *will be deemed abandoned* and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

**Clear Creek Addition
Lots 14-21, Block 3
Clear Creek 2nd Addition
Lots 1-8, Block 1**

(d) The proposed method of assessment is: equally per lot (16 lots).

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: \$6,813 assessed equally among all property equally per lot (16 lots).

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
		Lots 14-21, Block 3, Clear Creek Addition Lots 1-8, Block 1, Clear Creek 2 nd Addition

THIS PETITION was filed in my office on March 22, 2016




Deputy City Clerk

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – CLEAR CREEK ADDITION AND CLEAR CREEK 2ND ADDITION/WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) (448-90603).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 13-213** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the scope of the improvements and the estimated or probable cost authorized by the **Prior Resolution** has decreased;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the **Prior Resolution**; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

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

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

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

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

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

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements"):

(b) The estimated or probable cost of the Improvements is **Forty Thousand Dollars (\$40,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CLEAR CREEK ADDITION

Lots 14-21, Block 3

CLEAR CREEK 2ND ADDITION

Lots 1-8, Block 1

(d) The method of assessment is: **equally per lot (16 lots).**

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$6,813 assessed equally among all property equally per lot (16 lots).**

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in *Section 2* of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:



for Jennifer Magaña, City Attorney
and Director of Law

Project Request

CIP Non-CIP

NEIGHBORHOOD IMPROVEMENT ORDERED BY WCC PETITION PETITION PERCENTAGE: 100%

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

FUND: 480 Sewer Improvements N.I. SUBFUND: 480 Sanitary Sewers N.I. ENGINEERING REFERENCE #: 468-83611

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: 04-26-16 REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: LAT 349, FMC CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: LAT 349, FMC CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION

OCA #: _____ OCA TITLE: LAT 349, FMC CLEAR CREEK ADDN & CLEAR CREEK 2ND ADDITION

PERSON COMPLETING FORM: Jennifer Peterson PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9730 S.A. Bonds</u>	<u>\$92,000.00</u>	<u>2999 Contractuals</u>	<u>\$92,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

REVENUE TOTAL: \$92,000.00

EXPENSE TOTAL: \$92,000.00

NOTES: HOLD FOR LOC

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ *[Signature]*

DEPARTMENT HEAD: _____ *[Signature]*

BUDGET OFFICER: _____ *[Signature]*

CITY MANAGER: _____

DATE: 04/01/16

DATE: 4-13-16

DATE: 4/6/16

DATE: _____

MAR 22 '16

CITY CLERK OFFICE

PETITION

Sanitary Sewer – Clear Creek Addition; Clear Creek 2nd Addition, Wichita, Kansas

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

Lot 349, FMC
Revises 468-83611

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

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

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

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

(b) The estimated or probable cost of the proposed Improvements is: Ninety Two Thousand Dollars (\$92,000), exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of this Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

**Clear Creek Addition to Wichita, Kansas
Lots 9-21, Block 3**

**Clear Creek 2nd Addition to Wichita, Kansas
Lots 1-15, Block 1**

(d) The proposed method of assessment is: equally per lot (28 lots).

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

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

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

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District
		Lots 14-21, Block 3, Clear Creek Addition Lots 1-8, Block 1, Clear Creek 2 nd Addition
		Lots 9-13, Block 3, Clear Creek Addition Lots 9-15, Block 1, Clear Creek 2 nd Addition

THIS PETITION was filed in my office on March 22, 2016




Deputy City Clerk

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 349, FOUR MILE CREEK SEWER – CLEAR CREEK ADDITION AND CLEAR CREEK 2ND ADDITION/WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) (468-83611).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 03-221** and **Resolution No. 13-211** of the City (the “Prior Resolutions”) authorized certain internal improvements; and

WHEREAS, the scope of the improvements and the estimated or probable cost authorized by the **Prior Resolutions** has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the **Prior Resolutions**; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

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

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

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

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements"):

(b) The estimated or probable cost of the Improvements is **Ninety-Two Thousand Dollars (\$92,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CLEAR CREEK ADDITION

Lots 9-21, Block 3

CLEAR CREEK 2ND ADDITION

Lots 1-15, Block 1

(d) The method of assessment is: **equally per lot (28 lots).**

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

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

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

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of the Prior Resolution, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña

for Jennifer Magaña, City Attorney
and Director of Law

RESOLUTION NO. 16-085

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 349, FOUR MILE CREEK SEWER – CLEAR CREEK ADDITION AND CLEAR CREEK 2ND ADDITION/WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) (468-83611).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 03-221** and **Resolution No. 13-211** of the City (the “Prior Resolutions”) authorized certain internal improvements; and

WHEREAS, the scope of the improvements and the estimated or probable cost authorized by the Prior Resolutions has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolutions; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

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

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

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

(a) It is advisable to make the following improvements:

Construction of a lateral sanitary sewer, including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements"):

(b) The estimated or probable cost of the Improvements is **Ninety-Two Thousand Dollars (\$92,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CLEAR CREEK ADDITION

Lots 9-21, Block 3

CLEAR CREEK 2ND ADDITION

Lots 1-15, Block 1

(d) The method of assessment is: **equally per lot (28 lots)**.

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

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

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

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 26, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

RESOLUTION NO. 16-

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (PAVING IMPROVEMENTS – CLEAR CREEK ADDITION AND CLEAR CREEK 2ND ADDITION/WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) (472-83744).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 03-225** and **Resolution No. 13-212** of the City (the “Prior Resolutions”) authorized certain internal improvements; and

WHEREAS, the scope of the improvements and the estimated or probable cost authorized by the Prior Resolutions has changed;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolutions; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the "Act"); and

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

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

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

(a) It is advisable to make the following improvements:

Construction of pavement on Morris Circle from the West ROW of Morris to and including cul-de-sac; and Andrews Circle from the South ROW of Watson to and including cul-de-sac, with drainage to be installed where necessary (the "Improvements"):

(b) The estimated or probable cost of the Improvements is **Two Hundred Thirty-One Thousand Dollars (\$231,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CLEAR CREEK ADDITION

Lots 14-21, Block 3

CLEAR CREEK 2ND ADDITION

Lots 1-8, Block 1

(d) The method of assessment is: **equally per lot (16 lots).**

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

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

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

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

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in **Section 2** of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 26, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

RESOLUTION NO. 16-087

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM – CLEAR CREEK ADDITION AND CLEAR CREEK 2ND ADDITION/WEST OF 143RD STREET EAST, SOUTH OF KELLOGG) (448-90603).

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

WHEREAS, the City Council of the City (the “Governing Body”) has heretofore by **Resolution No. 13-213** of the City (the “Prior Resolution”) authorized certain internal improvements; and

WHEREAS, the scope of the improvements and the estimated or probable cost authorized by the Prior Resolution has decreased;

WHEREAS, pursuant to the receipt of a new petition (the “Petition”), it is necessary to authorize the improvements requested therein by the adoption of a new resolution of the City and repeal the Prior Resolution; and

WHEREAS, the Petition was filed with the City Clerk proposing certain internal improvements; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the City at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a01 *et seq.* (the “Act”); and

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

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

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

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

Section 1. Repealer. The Prior Resolution is hereby repealed.

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

(a) It is advisable to make the following improvements:

Construction of a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the Improvement District defined below (the "Improvements"):

(b) The estimated or probable cost of the Improvements is **Forty Thousand Dollars (\$40,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

CLEAR CREEK ADDITION

Lots 14-21, Block 3

CLEAR CREEK 2ND ADDITION

Lots 1-8, Block 1

(d) The method of assessment is: **equally per lot (16 lots).**

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed **water main** improvements that benefit the property within the proposed Improvement District. Such benefit fees shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **\$6,813 assessed equally among all property equally per lot (16 lots).**

Section 3. Authorization of Improvements. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in *Section 2* of this Resolution.

Section 4. Plans and Specifications. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 5. Bond Authority; Reimbursement. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 6. Effective Date. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on April 26, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney
and Director of Law

City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: ASR 2015 Accounting Model and Annual Report (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: The City of Wichita is required to provide an annual accounting of water volumes withdrawn and recharged into the Equus Beds Aquifer as a condition of the permit to operate the Aquifer Storage and Recovery (ASR) project. One of the conditions placed on the project by the Chief Engineer of the Division of Water Resources (DWR) is the use of a hydrogeological computer model (MODFLOW) to determine the amount of recharge credits available for appropriation.

The original hydrogeological model was developed by Burns and McDonnell Engineering Company (BMcD) and the United States Geological Service (USGS) to track all of the water uses in the project area. In 2015, BMcD updated the model and used it to complete the annual accounting report for 2014.

Analysis: BMcD was originally selected as the service provider for other ASR tasks, through a competitive process. With its specific experience and knowledge of the model, selecting BMcD to provide the accounting report removes the learning expense another firm would introduce and reduces the other resources necessary to facilitate data acquisition and report preparation. Purchasing has indicated concurrence with the renewal of this sole-source procurement.

The proposed agreement between the City and BMcD provides for:

- Generation of annual results from 2006 to 2015
- Updates to the MODFLOW model with 2015 data
- Running the model
- Calculation of recharge credits
- Generation of the 2015 Annual Report; and
- Submittal to the DWR

Financial Considerations: Payment to BMcD will be based on time related charges for labor and direct expenses, with the total of all payments not to exceed \$83,748. This amount is \$14,691 less than the 2014 report, because modifications to the hydrologic model will not be necessary. The agreement provides that any costs in excess of the stated limit will be agreed upon by both parties prior to the services being provided or expenses being incurred. Funding for the proposed agreement is available in the 2016 Adopted Budget for Water Production and Pumping operations.

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

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

Attachments: Exhibit "A" Non-Discrimination Agreement and Exhibit "B" Cost Estimate.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

BURNS & MCDONNELL ENGINEERING COMPANY, INC.

for

2015 ASR ACCOUNTING MODEL & ANNUAL REPORT

THIS AGREEMENT, made this ____ day of _____, 2016, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and BURNS & MCDONNELL ENGINEERING COMPANY, INC., party of the second part, hereinafter called the "ENGINEER".

WHEREAS, the CITY wishes to supplement their current staff capabilities in the areas of water resource planning, water rights administration, AND Aquifer Storage and Recovery.

WHEREAS, the major components of this PROJECT will include, but not be limited to providing engineering services to the City of Wichita Public Works and Utilities; and,

WHEREAS, the work will be conducted under the direction of the City Engineer or his designated representative.

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

I. SCOPE OF SERVICES

A. The ENGINEER shall furnish professional services to complete the 2015 ASR Accounting Model & Annual Report. The major tasks for this work include:

1. Update the MODFLOW model with 2015 data.
2. Run the model and obtain 2015 results.
3. Calculate recharge credits
4. Generate 2015 report and submit to Department of Water Resources (DWR).

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as requested.
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all writings, calculations, sketches, drawings and models such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY, or its authorized representative. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "A" which is attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- G. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT. EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- H. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans, writings, models, and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, writings, models, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

The Study Report, model(s), presentation materials, and any other work produced under this Agreement which may be copyrighted shall become the property of the CITY upon completion, and there shall be no restriction or limitation on the further use of said works by the CITY. The parties hereto intend the CITY to have copyright ownership in the works produced hereunder, as "works made for hire", under the

provisions of United States copyright laws. In the event any of the works is ever determined not to constitute or qualify as a "work made for hire," ENGINEER agrees to grant the CITY a perpetual, royalty-free and irrevocable license to reproduce, publish and/or otherwise use and authorize others to use such works.

- I. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Worker's Compensation - Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. ENGINEER shall provide CITY thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- J. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials marked or otherwise identified by CITY and so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion,

IV. PAYMENT PROVISIONS

- A. Payment to the Engineer for the performance of the professional services required shall be time related charges for labor, per attached rate table shown in Exhibit "B" and direct expenses, but the total of all payments shall not exceed \$83,748 and may be less than the estimated amount.
- B. During the progress of work covered by this agreement, partial payments may be made to the ENGINEER monthly. The progress billings shall be supported by documentation acceptable to the City Engineer which shall include a project Gantt chart or other suitable progress chart indicating progress on the PROJECT and a record of the time period to complete the work, the time period elapsed, and the time period that remains to complete the work.
- C. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional services not covered by the scope of this agreement.
 - 3. Administration related to this PROJECT
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of

action which arise out of such further use when such further use is not in connection with the PROJECT.

- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval, or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

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

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

BY ACTION OF THE CITY COUNCIL

Jeff Longwell, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña
Jennifer Magaña, City Attorney

BURNS & MCDONNELL ENGINEERING
COMPANY, INC.



Ron Coker
Ron Coker, Senior Vice President

ATTEST:

Amy Coleman
Assistant Secretary

EXHIBIT "A"

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

**CITY OF WICHITA, KANSAS
WATER SUPPLY and TREATMENT
Filter Evaluation For The Wichita Main Wtp**

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, 11141; 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 information and reports reasonably 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.

Schedule of Hourly Professional Service Billing Rates
Exhibit B

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
Technician*	6	\$76.00
Assistant*	7	\$87.00
	8	\$119.00
	9	\$139.00
Staff*	10	\$157.00
	11	\$171.00
Senior	12	\$189.00
	13	\$209.00
Associate	14	\$218.00
	15	\$231.00
	16	\$235.00
	17	\$240.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. Project time spent by corporate officers will be billed at Level 17 rate plus 25 percent.
4. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell.
5. A technology charge of \$9.95 per labor hour will be billed for normal computer usage, computer aided drafting (CAD), long distance telephone, fax, photocopy and mail services. Specialty items (such as web and video conferencing) are not included in the technology charge.
6. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt.
7. The services of contract/agency personnel shall be billed to Owner according to the rate sheet as if such contract/agency personnel is a direct employee of Burns & McDonnell.
8. The rates shown above are effective for services through December 31, 2016, and are subject to revision thereafter.

**City of Wichita
City Council Meeting
April 26, 2016**

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement No. 2 for Improvements to St. Francis and Commerce (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Design Agreement No. 2.

Background: On September 14, 2010, the City Council approved an agreement with Baughman Company for the design of improvements to St. Francis and Commerce. On December 9, 2014, the City Council approved the design concept. On January 13, 2015, the City Council approved Supplemental Design Agreement No. 1.

Agreement No.	Date Approved	Services Provided	Cost
Original	September 14, 2010	Original design services agreement	\$105,670
No. 1	January 13, 2015	Zoning, platting and final plans of the rail yard parking area, in addition to the conversion of St. Francis to a two-way road between Lincoln and Kellogg.	\$74,900
Design Fee to Date:			\$180,570

Analysis: The proposed supplemental design agreement provides for consulting services for art concepts to the Commerce rail yard parking lot.

Financial Considerations: The design fee to date is \$180,570. The cost of the additional services is \$15,000, bringing the total design fee to \$195,570. Funding is available in the existing budget, which was approved by the City Council on December 9, 2014, and is funded by general obligation bonds.

Legal Considerations: Supplemental Design Agreement No. 2 has been reviewed and approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Design Agreement No. 2 and authorize all necessary signatures.

Attachment: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT NO. 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 an Agreement (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 ST. FRANCIS AND COMMERCE (Project No.472-84935_707029).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

**Adding an Art Consultant for art concepts to the Commerce Rail Yard Parking Lot
(See Attached for details)**

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee as follows:

Art Elements (707029): \$15,000

C. COMPLETION

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

- (a) Field check plans of the project for distribution to utilities by **N/A**.
- (b) Office check plans by **N/A**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 1, 2016**.

D. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that all provisions and requirements of the original Agreement, not specifically modified by this Supplemental Agreement, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this _____ day of _____, 2016.

CITY OF WICHITA

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña

for Jennifer Magaña, City Attorney and
Director of Law

BAUGHMAN COMPANY, P.A.

Brent Wooten

Brent Wooten, P.E.
President



March 2, 2016

Paul Gunzelman, P.E.
City of Wichita
Department of Engineering
455 N. Main, 7th Floor
Wichita, KS 67202

RE: Commerce Rail Yard Parking Lot – Supplemental Fee Request for Adding Art Consultant

Paul,

Per the City's request we are revising our scope of services to include artistic features to the design of this project, please consider this letter as our formal request for a Supplemental Modification to our existing contract. I have listed below some of the important design issues that our firm will be addressing with the artist consultants during design revisions for this Project.

- We will subcontract Kent Williams with KWED as our art consultant under our contract with the City of Wichita.
- We will coordinate and modify parking lot design with artist consultant and make necessary adjustments to integrate the art concepts into the Parking Lot Construction Documents.

For the design portion of this work, we are requesting \$15,000 contract to deliver to the City complete construction plans that will allow the City to obtain concise and competitive bids. This fee includes Baughman Company's cost and the artist concept design fees, but does not include the artist material or construction cost. The material, construction and any coordination fees for the artist will be included in the bid package to the general contractor as a sole source bid line item.

Thank you for the opportunity to work with the City on the Commerce Rail Yard Parking Lot. We feel the integration of the art elements will enhance this project and add a unique design feature for the Citizens of Wichita to enjoy. If you have any questions, please feel free to contact our office.

Sincerely,
Baughman Company, P.A.

Philip J. Meyer, L.A.
Vice President

cc: file

City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 5005 E. 21st for the 21st and Oliver Intersection Project.
(District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On August 25, 2015, the City Council approved the reconstruction of the intersection at 21st and Oliver. Improvements to the intersection include the widening of Oliver to accommodate additional turn lanes. Other improvements include an upgrade to the traffic signals, the storm water drainage system, and installation of new sidewalks. The property at 5005 E. 21st is improved with a nursing and rehabilitation center. To facilitate the project, a temporary easement during construction is required at two of the three driveways for the center. The area of the easements are comprised of 900 square feet. No improvements are impacted.

Analysis: The owner agreed to accept the estimated appraised value of \$468, or \$0.52 per square foot.

Financial Considerations: The funding source for the project is general obligation bonds. A budget of \$968 is requested. This includes \$468 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

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

Attachments: Temporary construction easement, tract map and aerial map.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this 04 day of April, 2016, by and between College Hills Realco, LLC, a Delaware limited liability company, "Grantor" and the City of Wichita, Kansas, a municipal corporation, "Grantee".

WITNESSETH: That the said Grantor, in consideration of the sum of Four Hundred Sixty-Eight Dollars and No Cents (\$468) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way together with a private driveway, "Work", over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Two parcels of land lying in Lot 1, Blase Addition to Wichita, Kansas, Except the West 160 feet thereof being more particularly described as follows:

The North 15 feet of the East 20 feet of the West 180 feet of said Lot 1, and,

The North 15 feet of the East 40 feet of the West 263.8 feet of said Lot 1.

Said parcels contain 900 sq. ft.

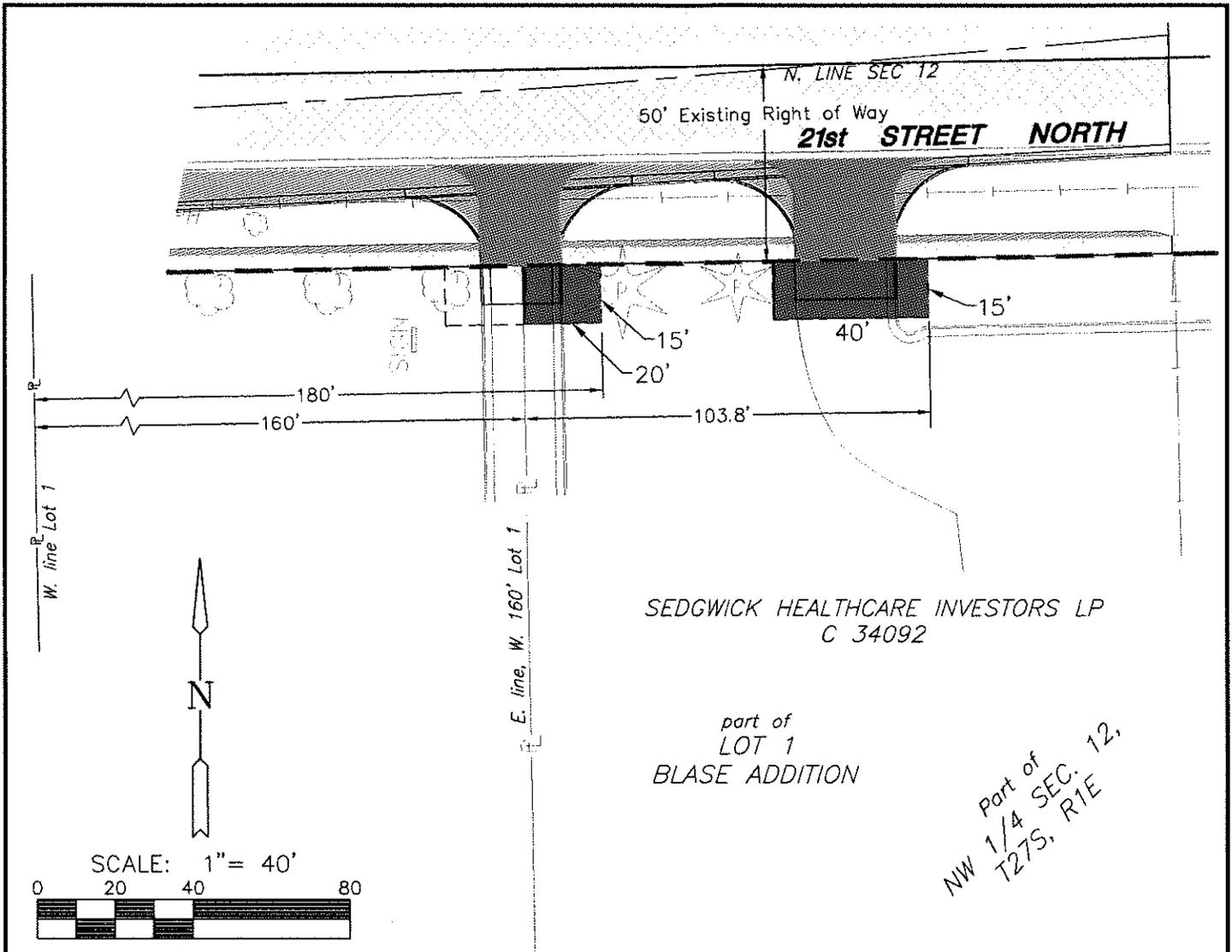
Said temporary construction easement shall expire at the end of construction for the project or at two years from the above date, whichever comes first.

And said Grantee, successors and assigns, is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such roadway and utility improvements beginning the date this easement is executed. This temporary easement shall expire automatically at the end of construction or at two years from execution of said document, whichever comes first.

Grantee hereby assumes all risk for liability and damages that may occur to persons or property on account of the Work; and Grantee does hereby indemnify and hold the Grantor harmless from any and all costs, liabilities, expenses, suits, judgments or damages to persons or property or claims of any nature whatsoever (including reasonable attorneys' fees) arising out of or in connection with the Work and with Grantee's occupation of the temporary construction easements.

Grantee shall ensure prompt and correct restoration of areas damaged or disturbed by construction activities. The prompt restoration and cleanup of such areas will prevent blight and visual degradation of property, lawns and turf damaged by construction and promote proper maintenance of such areas by the property owners.

[end of text; signature page follows]



LEGAL DESCRIPTION:

Two parcels of land lying in Lot 1, Blase Addition to Wichita, Kansas, Except the West 160 feet thereof being more particularly described as follows:

The North 15 feet of the East 20 feet of the West 180 feet of said Lot 1.

AND

The North 15 feet of the East 40 feet of the West 263.8 feet of said Lot 1.

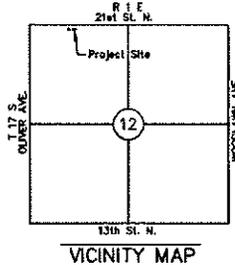
Said parcels contain 900 sq. ft.

OWNER:

SEDGWICK HEALTHCARE INVESTORS LP
5005 E. 21ST ST NORTH
WICHITA, KS 67208-1604

PROPERTY IDENTIFICATION:

C 34092



SEDGWICK HEALTHCARE INVESTORS LP
C 34092

part of
LOT 1
BLASE ADDITION

Part of
NW 1/4 SEC. 12,
T27S, R1E

LEGEND:

- P.O.C. - Point of Commencement
- P.O.B. - Point of Beginning
- Right of Way
- Temporary Construction Easements
900 sq. ft.
Excluding existing right of way.
- Right of Way Acquisition
- Existing paved drives, walks, and street to be removed and replaced.
- Property owners existing drive within Right-of-Way
- New street and sidewalks.

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE

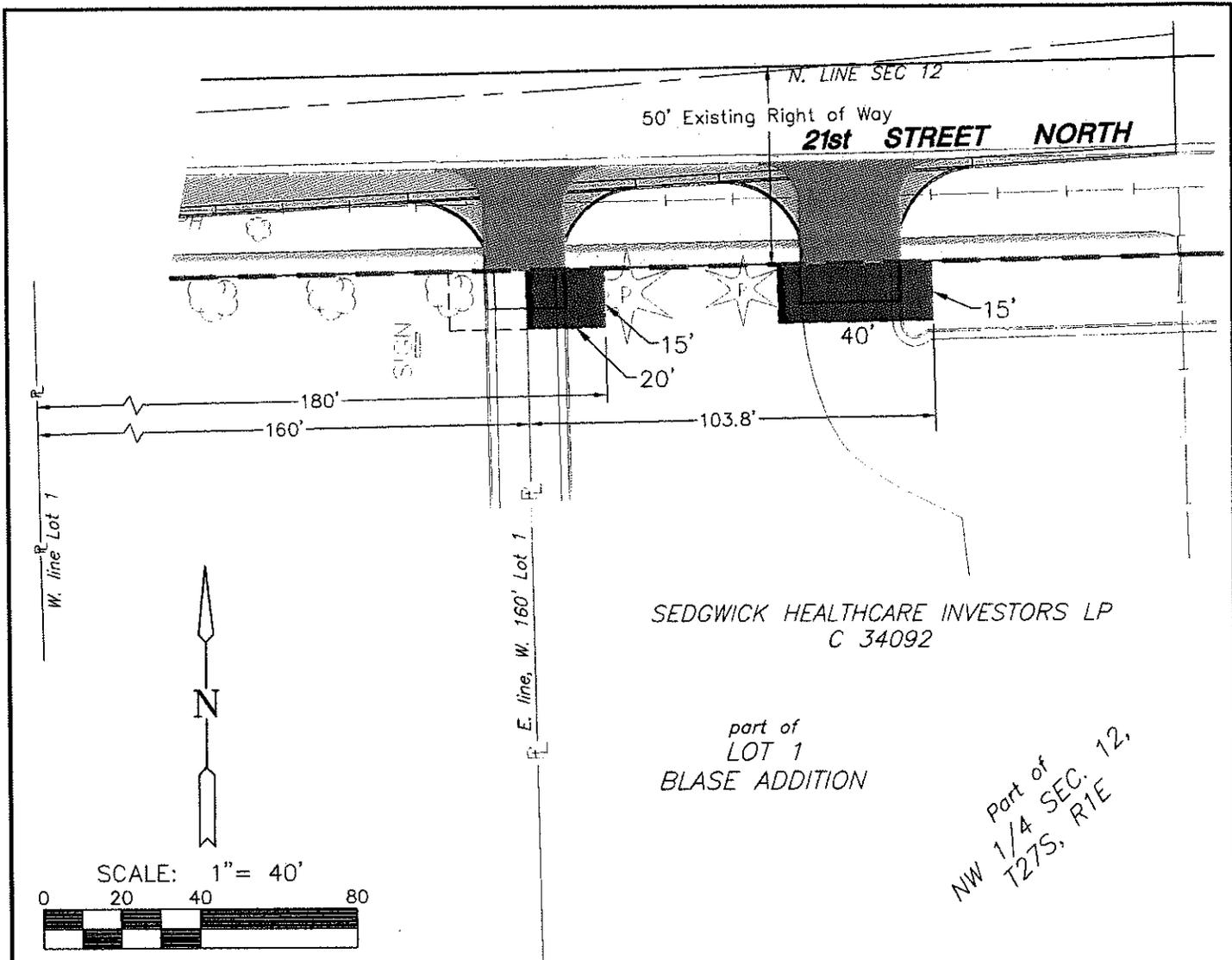
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411 N. Webb Rd. Wichita, KS 67206
316.684.9600

**COW - 21st & OLIVER
TEMPORARY CONSTRUCTION EASEMENT
TRACT MAP 11**

PROJECT NO. 1501040178	DATE: OCTOBER 2015	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM
		1 OF 1



LEGAL DESCRIPTION:

Two parcels of land lying in Lot 1, Blase Addition to Wichita, Kansas, Except the West 160 feet thereof being more particularly described as follows:

The North 15 feet of the East 20 feet of the West 180 feet of said Lot 1.

AND

The North 15 feet of the East 40 feet of the West 263.8 feet of said Lot 1.

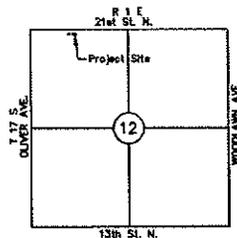
Said parcels contain 900 sq. ft.

OWNER:

SEDGWICK HEALTHCARE INVESTORS LP
5005 E. 21ST ST NORTH
WICHITA, KS 67208-1604

PROPERTY IDENTIFICATION:

C 34092



VICINITY MAP

LEGEND:

- P.O.C. - Point of Commencement
- P.O.B. - Point of Beginning
- Right of Way
- Temporary Construction Easements
900 sq. ft.
Excluding existing right of way.
- Right of Way Acquisition
- Existing paved drives, walks, and street to be removed and replaced.
- Property owners existing drive within Right-of-Way
- New street and sidewalks.

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE

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411 N. Webb Rd. Wichita, KS 67206
316.624.8670

**COW - 21st & OLIVER
TEMPORARY CONSTRUCTION EASEMENT
TRACT MAP 11**

PROJECT NO: 1501040178	DATE: OCTOBER 2015	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JA	APPROVED BY: JCM
		1 OF 1

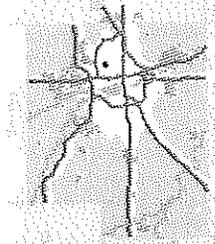


5005 E 21st St N



Legend

Parcels



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 910



City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land at the Southeast Corner of 127th Street East and Pawnee for the Improvement of the Intersection of 127th Street East and Pawnee (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 9, 2010, the City Council approved the plat and associated resolutions for the Wichita School District’s new Southeast High School site. The site is identified as being the USD 259 4th Addition located south and west of 127th Street East and Pawnee. The school is currently under construction. To meet the heightened traffic demands in the area, 127th Street will be reconstructed from a two-lane road to a three-lane road. A northbound turn lane onto Pawnee will be added to 127th. To accommodate the project, it is necessary to acquire a ten foot wide strip of land from the site at the southeast corner of 127th Street East and Pawnee. The total area to be acquired is 4,300 square feet. The site is currently vacant and in agricultural production.

Analysis: The owner rejected the estimated market value of \$1,300 (\$.30 per square foot), but agreed to \$1,800, or \$.42 per square foot.

Financial Considerations: The funding source for the project is special assessments, and 100% of the costs associated with the project will be paid by the benefit district. A budget of \$2,300 is requested. This includes \$1,800 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council accept the easement; approve the budget; and authorize any necessary signatures.

Attachments: Real estate purchase agreement, aerial map, and tract map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2016 by and between 160, LLC, a Kansas limited liability company, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

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

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

The South 430 feet of the North 470 feet of the East 10 feet of the West 40 feet of the Northwest Quarter of Section 2, Township 28 South, Range 2 East, of the 6th Principal Meridian, Sedgwick County, Kansas
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Eighteen Hundred Dollars (\$1,800) in the manner following to-wit: cash at closing.
3. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
4. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
5. The Seller further agrees to convey the above-described premises with all the improvements including trees and shrubs located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
6. Seller shall place no encumbrances on the property during the period from execution of this contract to closing.
7. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 29, 2016
8. Possession to be given to Buyer at closing
9. Closing costs shall be paid 100% by Buyer and 0% by Seller.
10. Site Assessment
 - A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice

to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

SELLER:



Jerry B. Cohlma, Managing Member

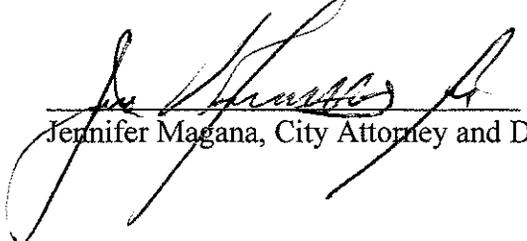
BUYER:

Jeff Longwell, Mayor

ATTEST:

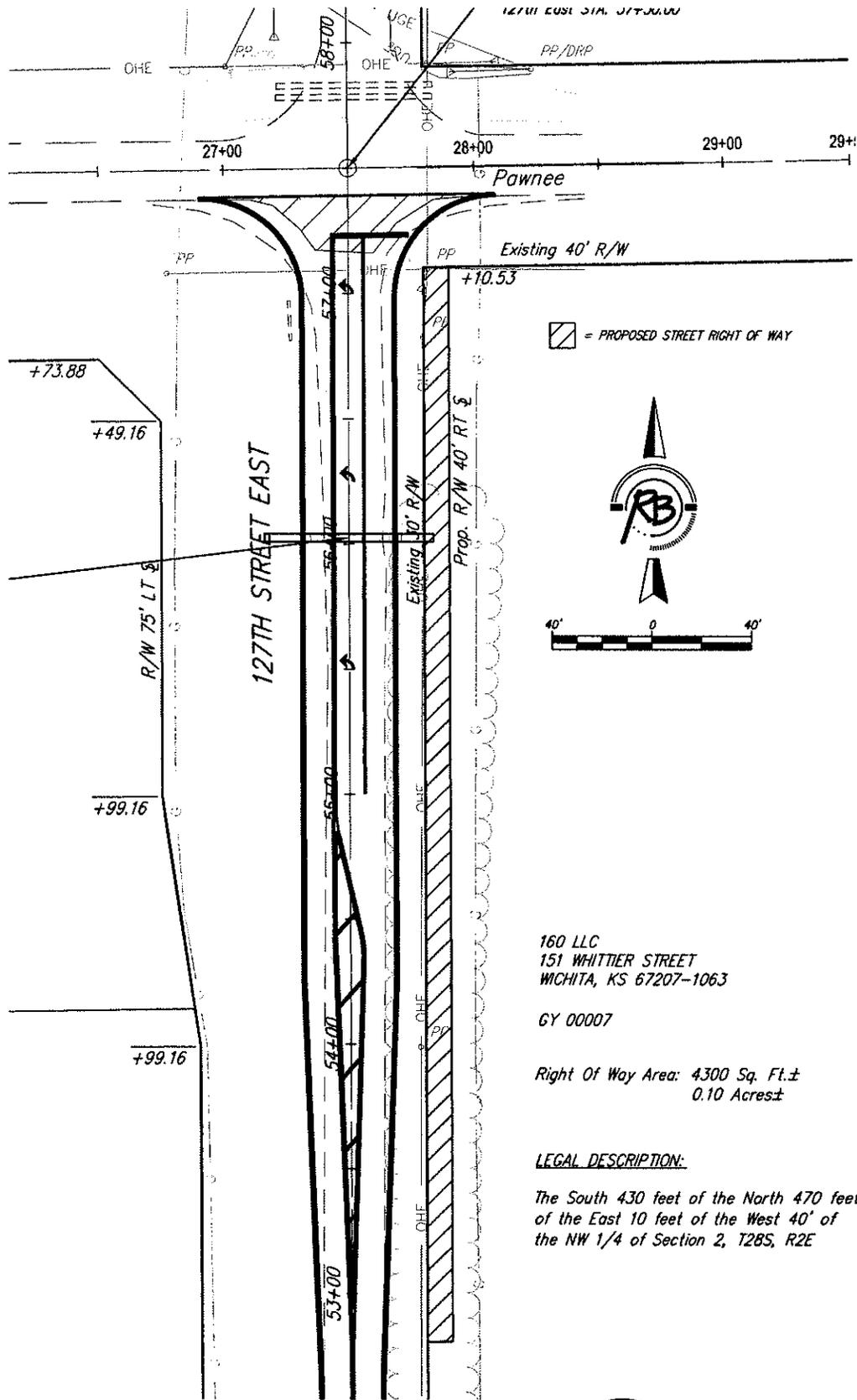
Karen Sublett, City Clerk

APPROVED AS TO FORM:



Jennifer Magana, City Attorney and Director of Law

RIGHT OF WAY EXHIBIT



160 LLC
 151 WHITTIER STREET
 WICHITA, KS 67207-1063

6Y 00007

Right Of Way Area: 4300 Sq. Ft.±
 0.10 Acres±

LEGAL DESCRIPTION:

The South 430 feet of the North 470 feet
 of the East 10 feet of the West 40' of
 the NW 1/4 of Section 2, T28S, R2E



**RUGGLES
 & BOHM**

ENGINEERING | SURVEYING | LANDSCAPE ARCHITECTURE | GOVERNMENT

824 NORTH MAIN WICHITA, KANSAS 67203 P (316) 264-8008 F (316) 264-4621
 WWW.RBKANSAS.COM



City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 5833 East 37th Street North for the 37th Street North from Oliver Avenue to Woodlawn Boulevard Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On May 19, 2015, the City Council approved the design for the improvement of 37th Street North from Oliver Avenue to Woodlawn Boulevard. The project calls for the improvement of 37th Street from a two-lane, to a three-lane roadway with curb and gutter storm water system. In addition, on-street bicycle lanes and sidewalks will be constructed on both sides of the street. A church at 5833 East 37th Street North is on a 35-acre site. The project requires the acquisition of four temporary construction easements from the church property along 37th Street. The proposed easements are comprised of a total of 26,106 square feet. The church improvements are removed from the proposed project area, however, the onsite sign needs to be relocated from the right-of-way.

Analysis: The church agreed to accept the estimated appraised value of \$2,820 for the temporary construction easements, plus an additional \$4,311.25. The additional cost is based on estimates to cure the area of the taking after the project is complete.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$8,331.25 is requested. This includes \$7,131.25 for the acquisition and \$1,200 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council accept the easement; approve the budget; and authorize any necessary signatures.

Attachments: Temporary construction easement, aerial map, and tract maps.

TEMPORARY CONSTRUCTION EASEMENT

THIS EASEMENT made this ____ day of _____, 2016, by and between Chisholm Trail Church of Christ, "Grantor" and the City of Wichita, Kansas, a municipal corporation, "Grantee".

WITNESSETH: That the said Grantor, in consideration of the sum of Seven Thousand One Hundred Thirty-One Dollars and 25/100 (\$7,131.25) and other good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the Grantee a temporary right-of-way for the purpose of constructing, maintaining, and repairing road right-of-way together with a private driveway, "Work", over, along and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

Tract No. C-64323

A temporary construction easement beginning at the Northwest corner of Lot 1, Block A, Chisholm Trail Church of Christ Addition to Wichita, Sedgwick County, Kansas; thence South, along the West line of said Lot 1, a distance of 15 feet; thence Southeasterly for a distance of 220 feet to a point 40 feet South of the North line of said Lot 1; thence Northeasterly for a distance of 47.46 feet to a point on the West line of Reserve "A"; thence Northwesterly, along said West line, a distance of 20 feet to the Northwest corner of said Reserve "A"; thence West, along the North line of said Lot 1, a distance of 257.31 feet to the point of beginning, containing 0.166 acres (7,246.46 sq. ft.), more or less.

Tract No. C-64326 (a)

A temporary construction easement commencing from the Northwest corner of Lot 1, Block A, Chisholm Trail Church of Christ Addition to Wichita, Sedgwick County, Kansas; thence East, along the North line of said Lot 1, a distance of 257.31 feet to the Western most Northwest corner of Reserve "A", said point being the point of beginning; thence Southeasterly, along the West line of said Reserve "A", a distance of 20 feet; thence Southeasterly for a distance of 140.67 feet to a point on the Western most East line of said Reserve "A"; thence Northwesterly, along said East line, a distance of 40 feet to the Western most Northeast corner of said Reserve "A"; thence West, along the North line of said Reserve "A", a distance of 133.98 feet to the point of beginning, containing 0.090 acres (3,925.95 sq. ft.), more or less.

Tract No. C-64326 (b)

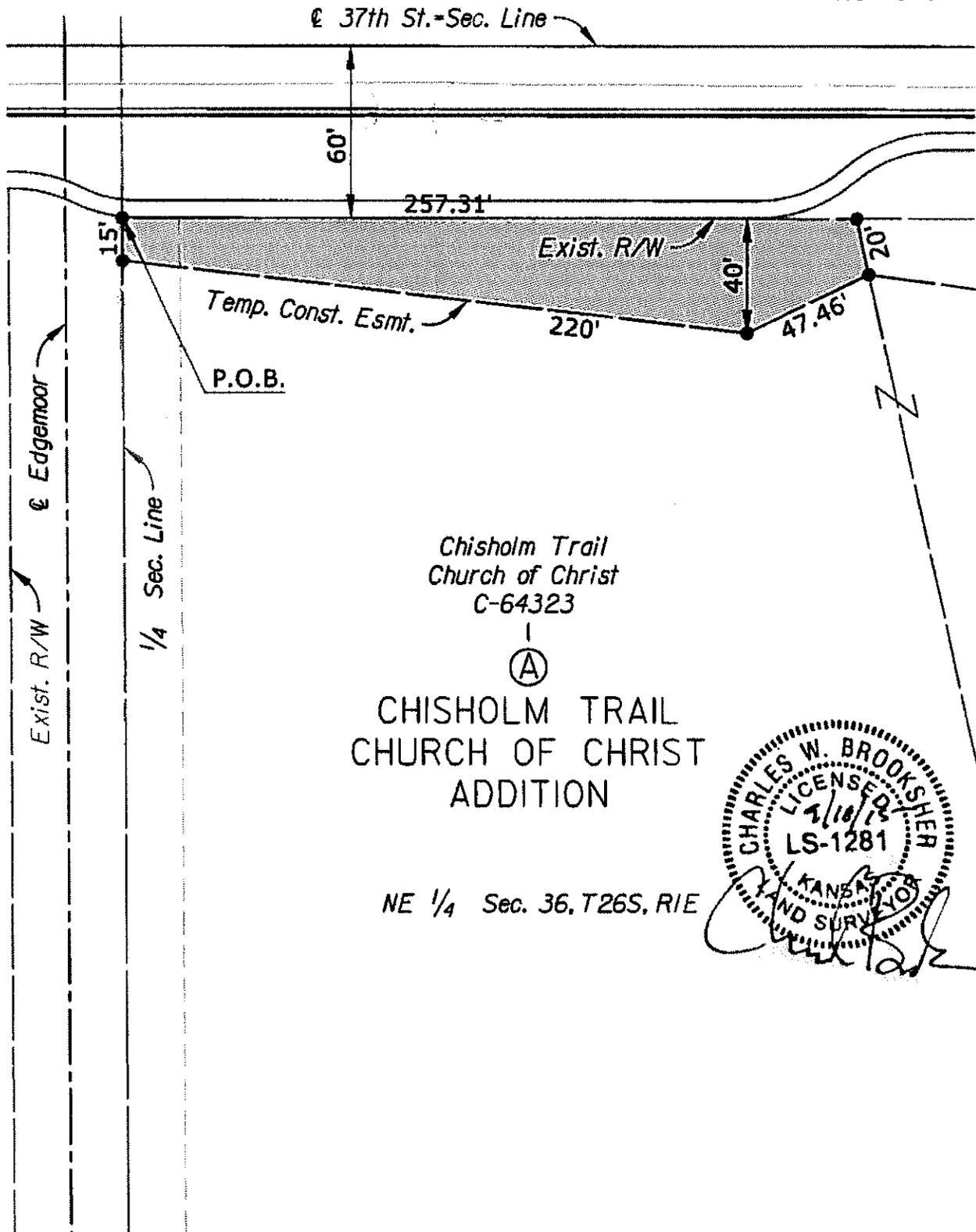
A temporary construction easement commencing from the Eastern most Northeast corner of Reserve "A", Chisholm Trail Church of Christ Addition to Wichita, Sedgwick County, Kansas, said point also being the Northeast corner of said Addition; thence West, along the North line of said Reserve "A", a distance of 35 feet to the point of beginning; thence continuing West, along said North line, a distance of 199.93 feet to the Eastern most Northwest corner of said Reserve "A"; thence Southwesterly, along the West line of said Reserve "A", a distance of 25 feet; thence Southeasterly for a distance of 90 feet to a point 30 feet South of the North line of said Reserve "A"; thence East, parallel with said North line, a distance of 116.03 feet to a point 35 feet West of the East line of said Reserve "A"; thence North, parallel with said East line, a distance of 30 feet to the point of beginning, containing 0.134 acres (5,847.64 sq. ft.), more or less.

Tract No. C-64324

A temporary construction easement commencing from the Northwest corner of Lot 1, Block A, Chisholm Trail Church of Christ Addition to Wichita, Sedgwick County, Kansas; thence East, along the North line of said Lot 1 and along the North line of Reserve "A", a distance of 391.29 feet to the Western most Northeast corner of Reserve "A", said point being the point of beginning; thence Southeasterly, along the East line of said Reserve "A", a distance of 40 feet; thence Northeasterly for a distance of 82 feet to a point 5 feet South of the North line of said Lot 1; thence East, parallel with said North line, a distance of 334 feet; thence Southeasterly for a distance of 50 feet to a point 20 feet South of said North line; thence Southeasterly for a distance of 222.43 feet to a point on the Eastern most West line of said Reserve "A"; thence Northeasterly, along said West line, a distance of 25 feet to the Eastern most

Tract No. C-64323
Temporary Construction Easement

Not to Scale

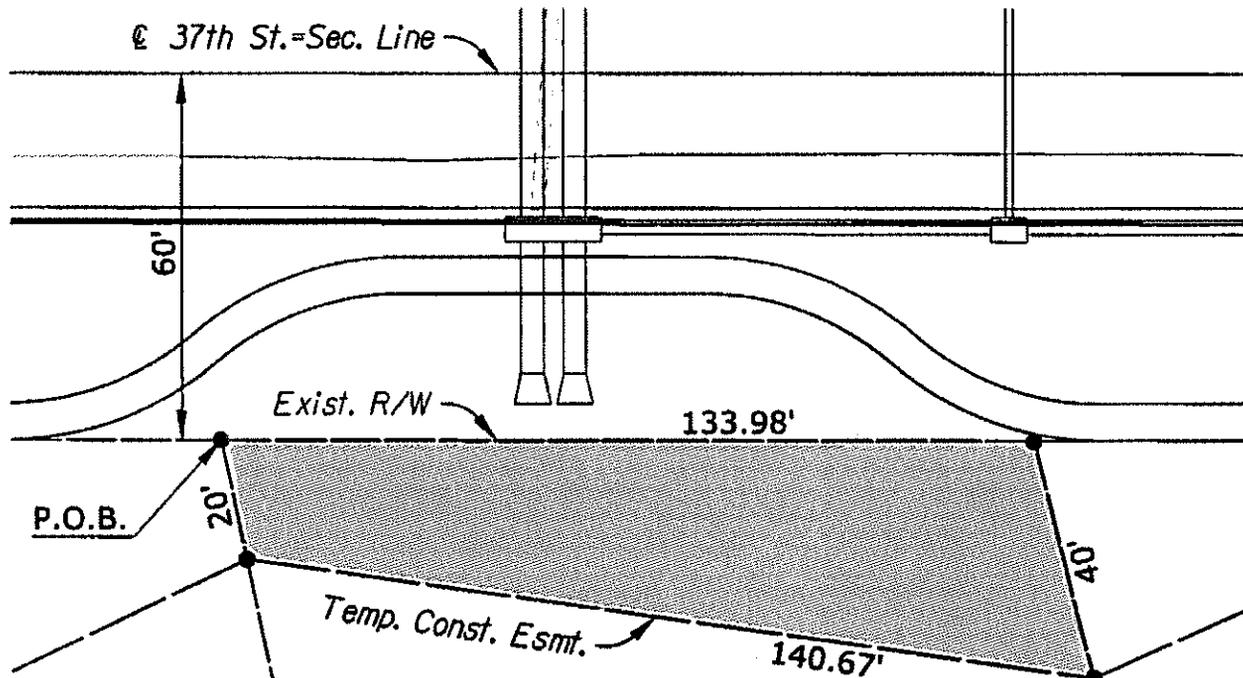


Contractor will remove trees and shrubs as needed for construction.

Aug. 25, 2015

Tract No. C-64326 (a)
Temporary Construction Easement

Not to Scale



Ⓐ

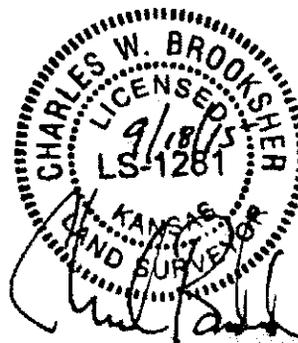
N

Chisholm Trail
Church of Christ
C-64326
RESERVE "A"

N

Ⓐ

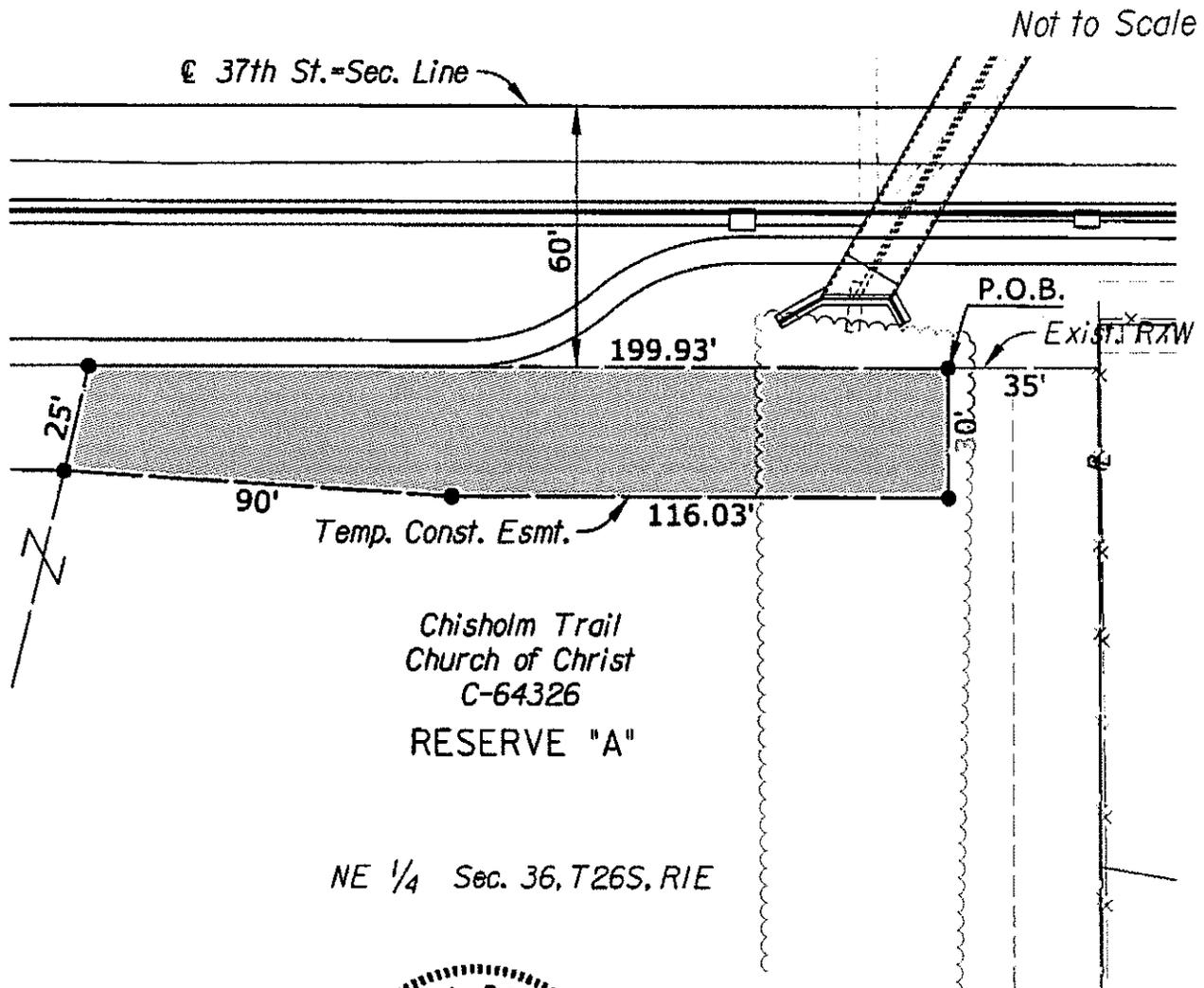
NE 1/4 Sec. 36, T26S, R1E



Contractor will remove trees and shrubs as needed for construction.

Aug. 25, 2015

Tract C-64326 (b)
Temporary Construction Easement



Chisholm Trail
Church of Christ
C-64326
RESERVE "A"

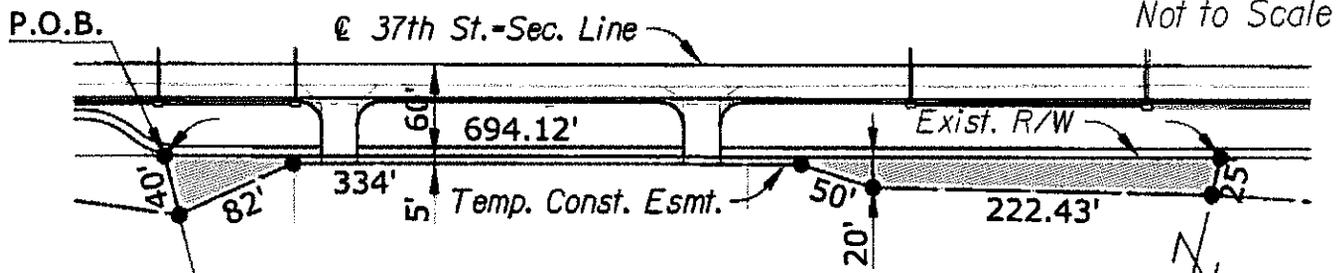
NE 1/4 Sec. 36, T26S, R1E



Contractor will remove trees and shrubs as needed for construction.

Aug. 25, 2015

Tract No. C-64324
 Temporary Construction Easement



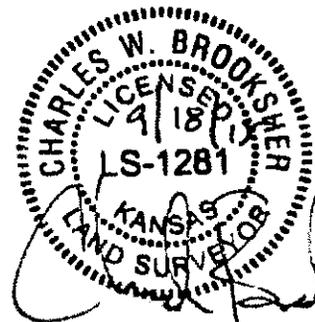
Chisholm Trail
 Church of Christ
 C-64324
 5833 E. 37th St. N.

Ⓐ
 CHISHOLM TRAIL
 CHURCH OF CHRIST
 ADDITION

NE 1/4 Sec. 36, T26S, R1E

RESERVE "A"

RESERVE "A"



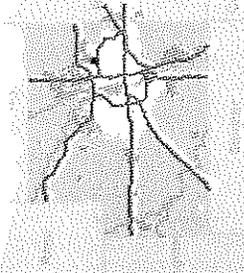
Contractor will remove trees and shrubs as needed for construction.

Aug. 25, 2015

Chisholm Trail Church of Christ



- Legend**
- Parcels
 - Sewer Manholes
 - Sewer Mains
 - Storm Structures
 - Manhole
 - Inlet
 - ▲ Outfall
 - BMP
 - ◆ Other
 - ◆ Storm Headwalls
 - Storm Conduit
 - Abandoned Storm Conduit
 - Storm
 - Open Channel



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 2,748



City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Partial Acquisition of the Vacant Land at 2323 S. Sheridan for the Sheridan Avenue Paving Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 7, 2015, the City Council approved the construction of part of Sheridan Avenue north of Pawnee Avenue. The proposed project consists of paving Sheridan Avenue 600 feet north of Pawnee. Improvements include a drainage system and a cul-de-sac at Orient Street. The property at 2323 S. Sheridan is improved with an industrial building. An ancillary parcel of 2323 S. Sheridan is a 15.6 acre tract north of 2323 S. Sheridan. The project requires the east 35 feet of the vacant lot as road right-of-way. The proposed road right-of-way consists of 39,091 square feet. No improvements are impacted by the project.

Analysis: The owner agreed to accept the estimated appraised value of \$48,864, or \$1.25 per square foot.

Financial Considerations: The funding source for the project is special assessments. A budget of \$51,364 is requested. This includes \$48,864 for the acquisition and \$2,500 for title work, closing costs and other administrative fees.

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

Recommendation/Action: It is recommended that the City Council approve the real estate agreement; approve the budget; and authorize any necessary signatures.

Attachments: Real estate purchase agreement and aerial map.

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 11th day of April, 2016 by and between Smithfield Farmland Corp, a Delaware corporation, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

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

1. The Seller does hereby agree to sell and convey to the Buyer by warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

Attached as Exhibit "A"

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to the Buyer the above-described tract, the sum of Forty-Eight Thousand Eight Hundred Sixty-Four Dollars and No/100 (\$48,864) in the manner following, to-wit: cash at closing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence and that this transaction shall be consummated on or before April 25, 2016.

6. The Seller further agrees to convey the above described tract with all the improvements located thereon except for personal property and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

7. Possession to be given to Buyer on or before closing date.

8. It is understood and agreed that the Seller(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the Buyer.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

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

Smithfield Farmland Corp, a Delaware corporation:

 _____ 

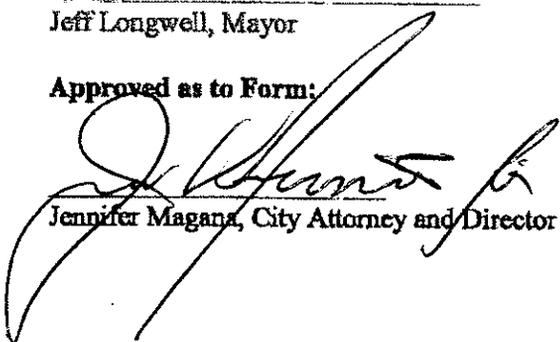
BUYER:

ATTEST:

Jeff Longwell, Mayor

Karen Sublett, City Clerk

Approved as to Form:



Jennifer Magana, City Attorney and Director of Law

EXHIBIT "A"

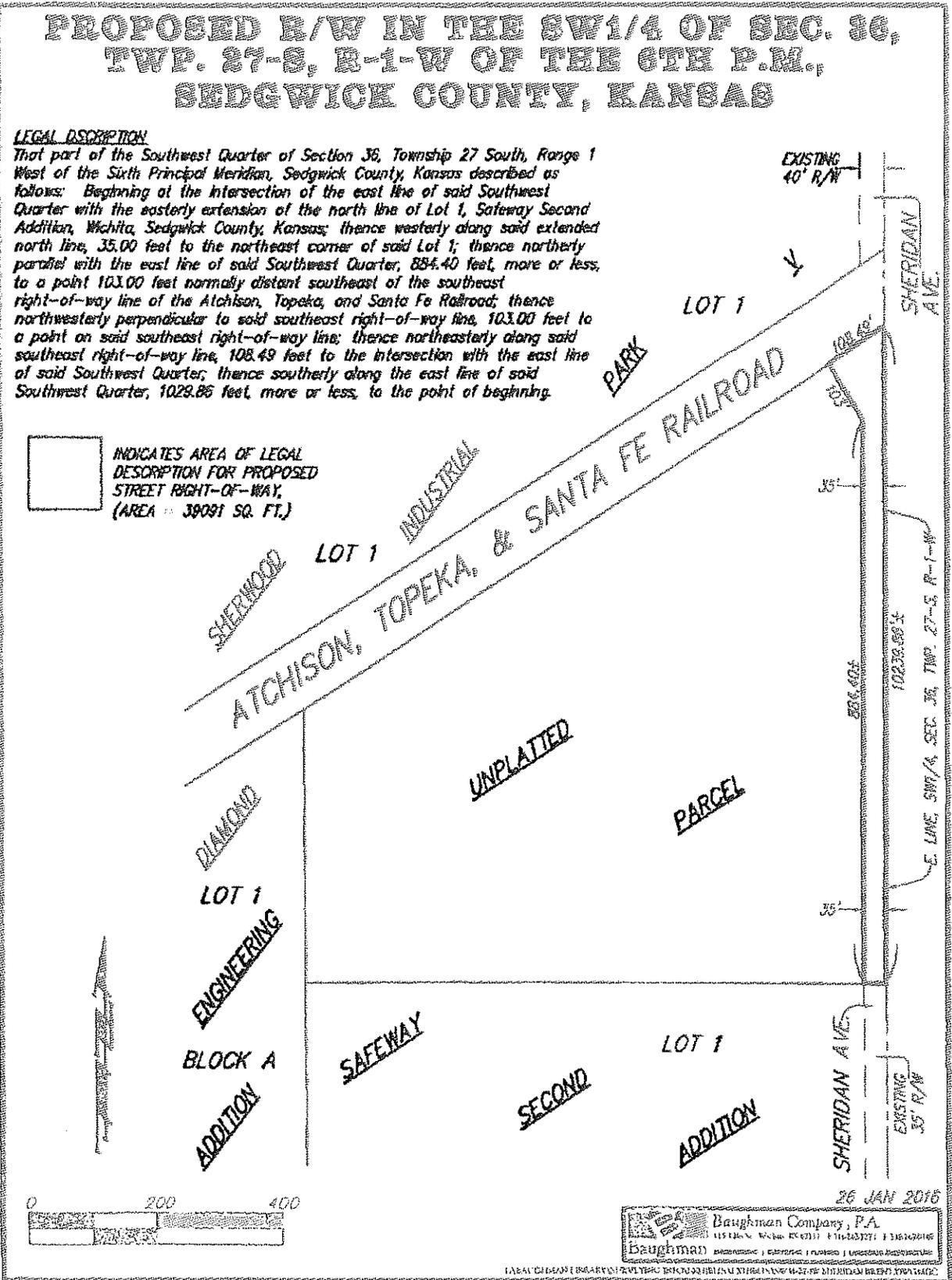
Tract Map dated January 26, 2016

**PROPOSED R/W IN THE SW1/4 OF SEC. 36,
TWP. 27-S, R-1-W OF THE 6TH P.M.,
SEDGWICK COUNTY, KANSAS**

LEGAL DESCRIPTION

That part of the Southwest Quarter of Section 36, Township 27 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Beginning at the intersection of the east line of said Southwest Quarter with the westerly extension of the north line of Lot 1, Safeway Second Addition, Wichita, Sedgwick County, Kansas; thence westerly along said extended north line, 35.00 feet to the northeast corner of said Lot 1; thence northerly parallel with the east line of said Southwest Quarter, 884.40 feet, more or less, to a point 103.00 feet normally distant southeast of the southeast right-of-way line of the Atchison, Topeka, and Santa Fe Railroad; thence northwesterly perpendicular to said southeast right-of-way line, 103.00 feet to a point on said southeast right-of-way line; thence northeasterly along said southeast right-of-way line, 108.49 feet to the intersection with the east line of said Southwest Quarter; thence southerly along the east line of said Southwest Quarter, 1029.86 feet, more or less, to the point of beginning.

INDICATES AREA OF LEGAL DESCRIPTION FOR PROPOSED STREET RIGHT-OF-WAY.
(AREA = 39091 SQ. FT.)





Legend

- Parcels
- Quarter Sections
- Sections
- Townships

1:3,331



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Map Created On: 1/26/16 2:35 PM

CITY OF WICHITA
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Granting of Easement on Vacant Land at Clifton Avenue and 55th Street South for a Re-use Water Line (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the dedication.

Background: On December 15, 2015, the City Council approved a project for the design and construction of a re-use water line to transport treated effluent water from Wastewater Plant No. 2 to Spirit AeroSystems. The proposed alignment generally utilizes existing easements and Clifton Avenue right-of-way. The project requires seven new permanent easements to be acquired. The City of Wichita owns the land at the northeast corner of 55th Street and Clifton. The site, as assembled, is comprised of approximately 106 acres. The project requires four permanent easements from the City's site. The proposed easements consist of 73,879 square feet.

Analysis: An easement will formalize the corridor for the water line on the City's property.

Financial Considerations: The amount for recording costs and other administrative fees is estimated at \$100. There is sufficient budget available to cover these costs within the existing re-use water line project which was approved by the City Council on December 15, 2015. The project is to be funded through the Sewer Utility Improvement Fund. However, to provide funding flexibility, a resolution and Notice of Intent were approved by the City Council should bonding of this project become necessary.

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

Recommendation/Action: It is recommended that the City Council approve the easement; approve the budget; and authorize the necessary signatures.

Attachments: Permanent easement, tract map and aerial map.

PERMANENT EASEMENT

THIS EASEMENT made this _____ day of _____, 2016 by and between the City of Wichita, Kansas, a municipal corporation, Grantor, and the City of Wichita, Kansas, a municipal corporation, heirs and assigns, Grantee.

WITNESSETH: that the Grantor, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the Grantee a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing a sewer and/or water line, over, under, along the following described real estate situated in Sedgwick County, Kansas, to wit:

A 30 feet wide tract of land lying in Lots 1, 2, 3, 4, 5 and 7, Block A, Clifton Heights Commercial Addition, Wichita, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point 105.95 feet east and 75 feet north of the southwest corner of the East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas; thence north 1110 feet parallel with and 15 feet east of the east line of the existing Westar Energy Easement recorded on DOC.#FLM-PG: 28764371 to the north line of said Clifton Heights Commercial Addition, said point being 34.98 feet east of the northwest corner of Lot 1, Block A, said Addition, except public road right of way. Said tract contains 33,270 sq. ft., more or less, excluding existing right of way;

and

A 30 feet wide tract of land lying in Lots 59, 60, 61, 74, 75 and 76, Block A, Clifton Heights Addition, Wichita, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point on the south line of said Lot 59, said point being 34.98 feet east of the southwest corner of said Lot 59; thence north 630 feet parallel with and 15 feet east of the east line of the existing Westar Energy Easement recorded on DOC.#FLM-PG: 28764371 to the north line of said Lot 76, said point being 37.12 feet east of the northwest corner of said Lot 76. Said tract contains 18,900 sq. ft., more or less, excluding existing right of way;

and

A 30 feet wide tract of land lying in Reserve "C", Clifton Heights Addition, Wichita, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point on the south line of said Reserve "C", said point being 37.40 feet east of the southwest corner of said Reserve "C"; thence north 310.39 feet parallel with and 15 feet east of the east line of the existing Westar Energy Easement recorded on DOC.#FLM-PG: 28764371 to the north line of said Reserve "C", said point being 38.46 feet east of the northwest corner of said Reserve "C". Said tract contains 9,312 sq. ft., more or less, excluding existing right of way;

and

A 30 feet wide tract of land lying in the East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point on the north line of Clifton Heights Addition, Wichita, Sedgwick County, Kansas, said point being 38.46 feet east of the northwest corner of said Addition; thence north 413.24 feet parallel with and 15 feet east of the east line of the existing Westar Energy Easement recorded on DOC.#FLM-PG: 28764371 to the north line of said East Half, said point being 114.87 feet east of the northwest corner of said East Half, except public road right of way. Said tract contains 12,397 sq. ft., more or less, excluding existing right of way.

And said Grantee is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining and repairing such sewer/water line.

IN WITNESS WHEREOF: The Grantor has signed these presents the day and year first written.

City of Wichita, Kansas, a municipal corporation:

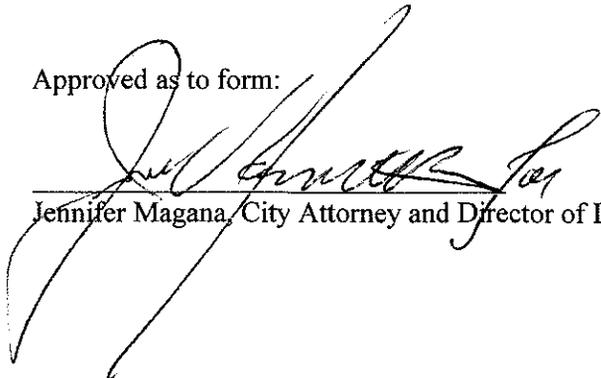
Jeff Longwell, Mayor

Karen Sublett, City Clerk

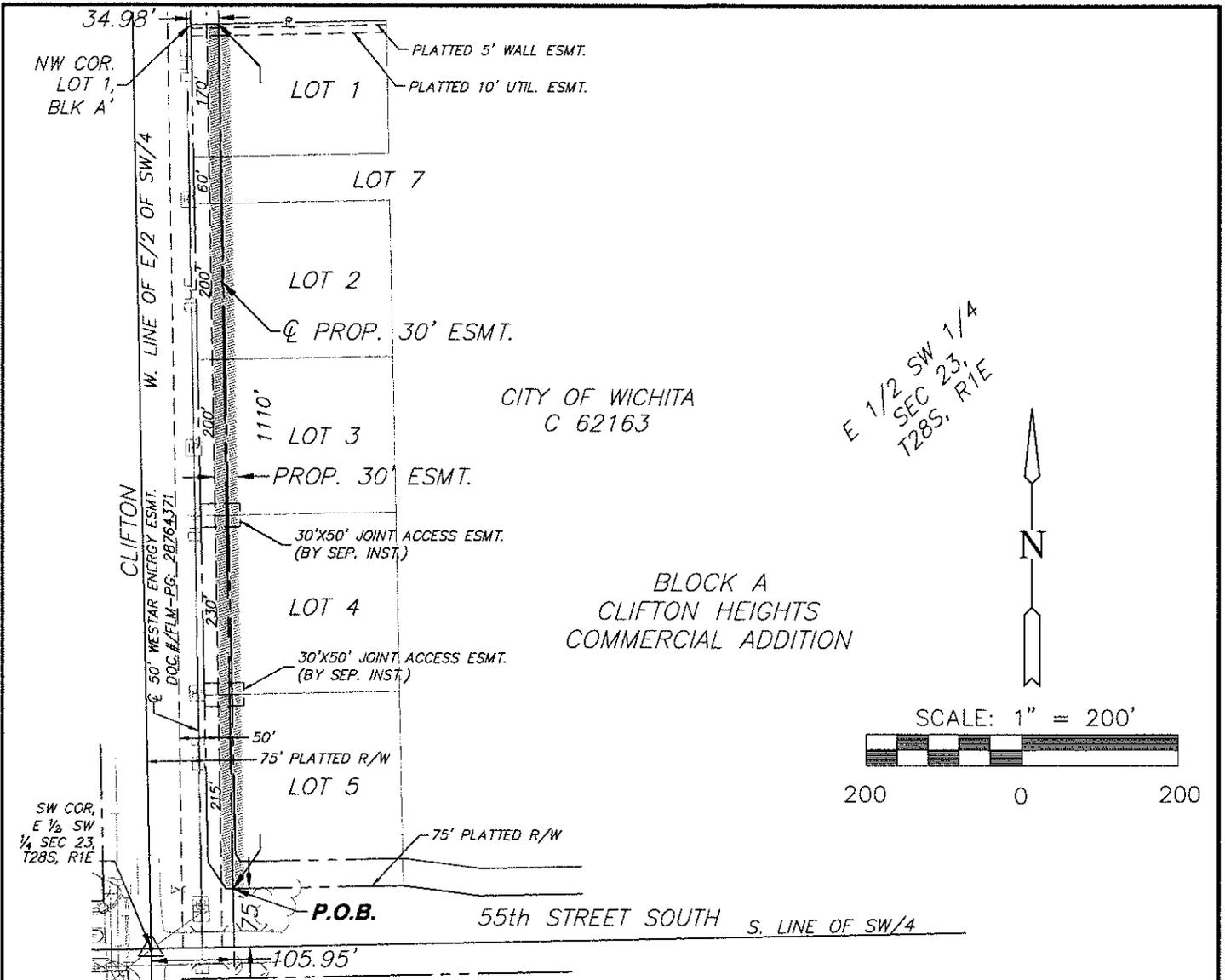
STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

This instrument was acknowledged before me on _____ day of _____, 2016 by Jeff Longwell and Karen Sublett, Mayor and City Clerk of the City of Wichita, Kansas, a municipal corporation.

Notary Public
My commission expires: _____

Approved as to form:


Jennifer Magana, City Attorney and Director of Law



LEGAL DESCRIPTION:

A 30 feet wide tract of land lying in Lots 1, 2, 3, 4, 5 and 7, Block A, Clifton Heights Commercial Addition, Wichita, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point 105.95 feet east and 75 feet north of the southwest corner of the East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas; thence north 1110 feet parallel with and 15 feet east of the east line of the existing Westar Energy Easement recorded on DOC.#/FLM-PG: 28764371 to the north line of said Clifton Heights Commercial Addition, said point being 34.98 feet east of the northwest corner of Lot 1, Block A, said Addition, except public road right of way.

Said tract contains 33,270 sq. ft. excluding existing right of way.

OWNER:

CITY OF WICHITA
455 N MAIN ST
WICHITA KS 67202-1600

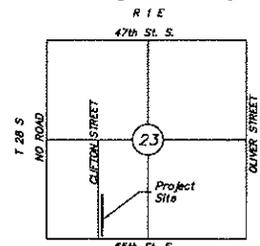
PROPERTY IDENTIFICATION:

C 62163

LEGEND:

P.O.B. - Point of Beginning

Permanent Easement
= 33,270 sq. ft.
Excluding existing right of way.



VICINITY MAP

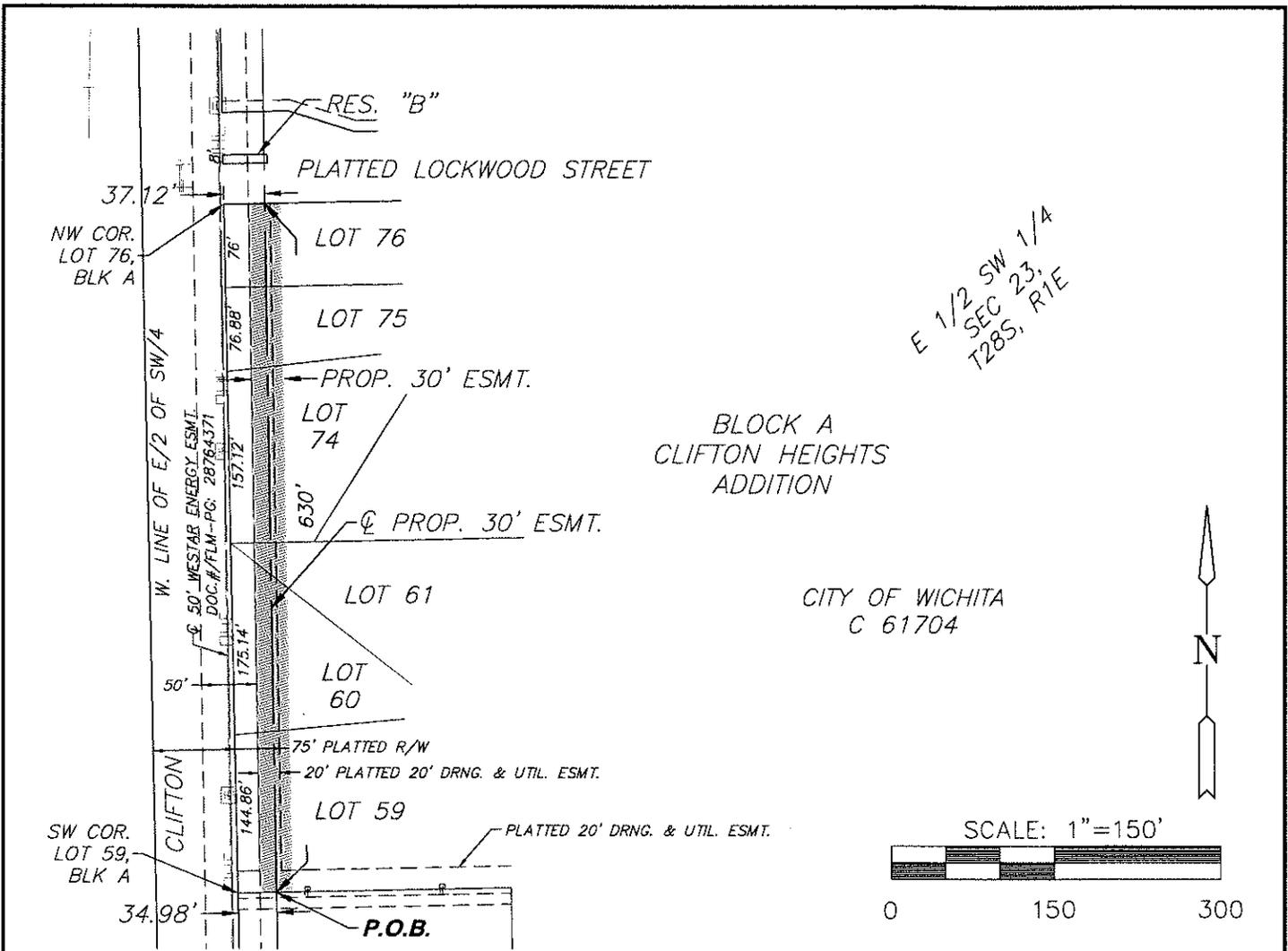
THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

NO.	REVISION	DATE
0	ISSUED	3/04/16

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411 N. Webb Rd. Wichita, KS 67206
316.684.6800

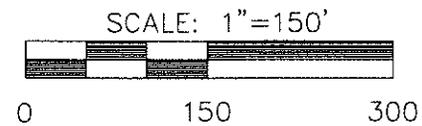
CITY OF WICHITA REUSE WATER SUPPLY SYSTEM TRACT MAP 2			
PROJECT NO. 1501010623	DATE: MARCH 2016	SHEET NO.	
DRAWN BY: DSN	DESIGNED BY: JCM	APPROVED BY: MB	1 OF 1



E 1/2 SW 1/4
SEC 23,
T28S, R1E

BLOCK A
CLIFTON HEIGHTS
ADDITION

CITY OF WICHITA
C 61704



LEGAL DESCRIPTION:

A 30 feet wide tract of land lying in Lots 59, 60, 61, 74, 75 and 76, Block A, Clifton Heights Addition, Wichita, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point on the south line of said Lot 59, said point being 34.98 feet east of the southwest corner of said Lot 59; thence north 630 feet parallel with and 15 feet east of the east line of the existing Weststar Energy Easement recorded on DOC.#FLM-PG: 28764371 to the north line of said Lot 76, said point being 37.12 feet east of the northwest corner of said Lot 76.

Said tract contains 18,900 sq. ft. excluding existing right of way.

LEGEND:

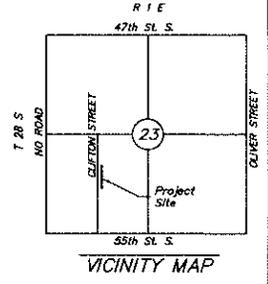
- P.O.B. - Point of Beginning
- Permanent Easement = 18,900 sq. ft. Excluding existing right of way.

OWNER:

CITY OF WICHITA
455 N MAIN ST
WICHITA KS 67202-1600

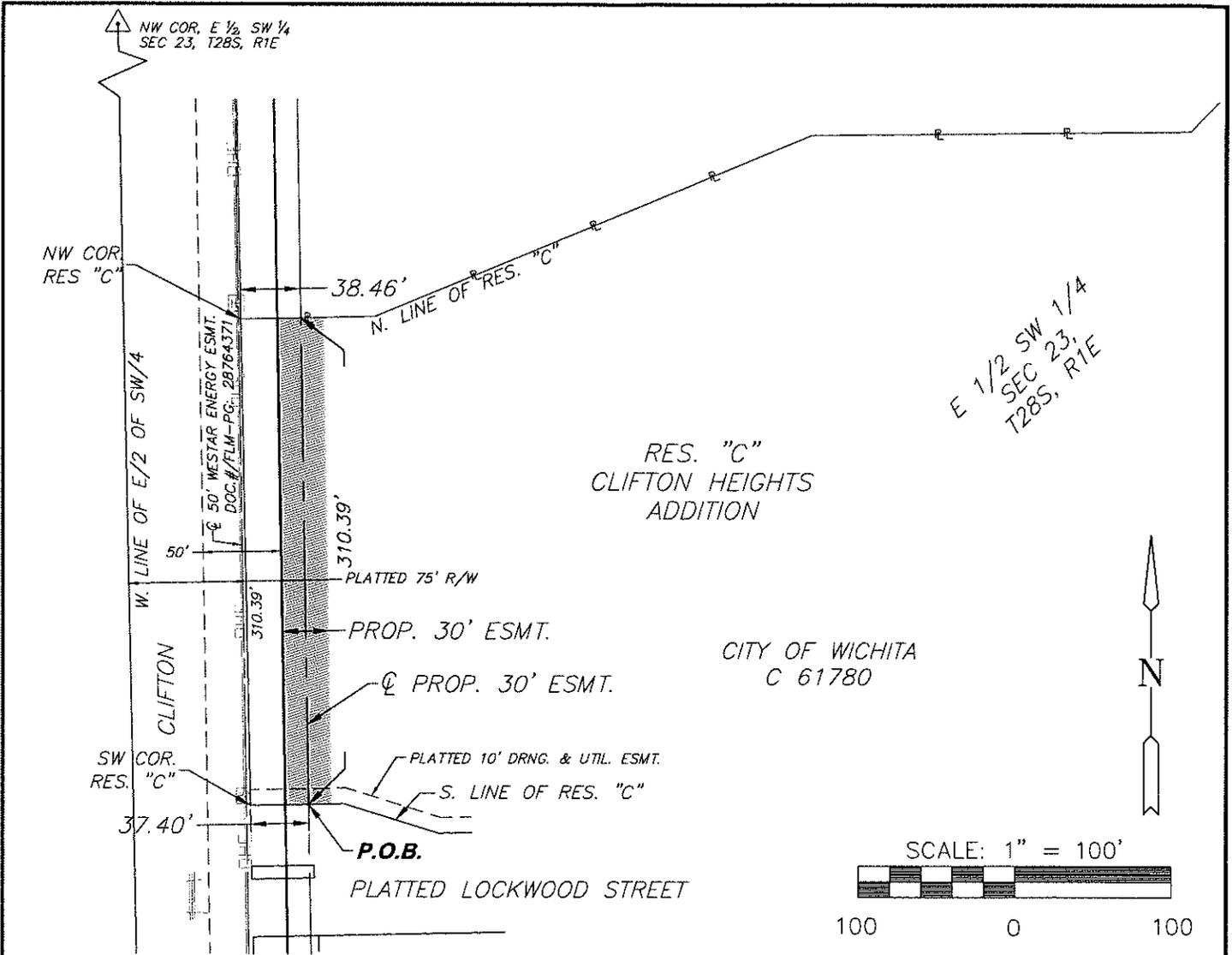
PROPERTY IDENTIFICATION:

C 61704



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	<p>PROJECT NO. 1501010623</p>	<p>DATE: MARCH 2016</p>	<p>SHEET NO.</p>
<p>0 ISSUED</p>	<p>3/04/16</p>	<p>DRAWN BY: DSN</p>	<p>DESIGNED BY: JCM</p>
<p>NO. REVISION</p>	<p>DATE</p>	<p>APPROVED BY: MB</p>	<p>1 OF 1</p>



LEGAL DESCRIPTION:

A 30 feet wide tract of land lying in Reserve "C", Clifton Heights Addition, Wichita, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point on the south line of said Reserve "C", said point being 37.40 feet east of the southwest corner of said Reserve "C"; thence north 310.39 feet parallel with and 15 feet east of the east line of the existing Weststar Energy Easement recorded on DOC.#FLM-PG: 28764371 to the north line of said Reserve "C", said point being 38.46 feet east of the northwest corner of said Reserve "C".

Said tract contains 9,312 sq. ft. excluding existing right of way.

OWNER:

CITY OF WICHITA
455 N MAIN ST
WICHITA KS 67202-1600

PROPERTY IDENTIFICATION:

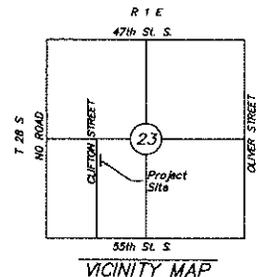
C 61780

LEGEND:

P.O.B. - Point of Beginning



Permanent Easement
= 9,312 sq. ft.
Excluding existing right of way.



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

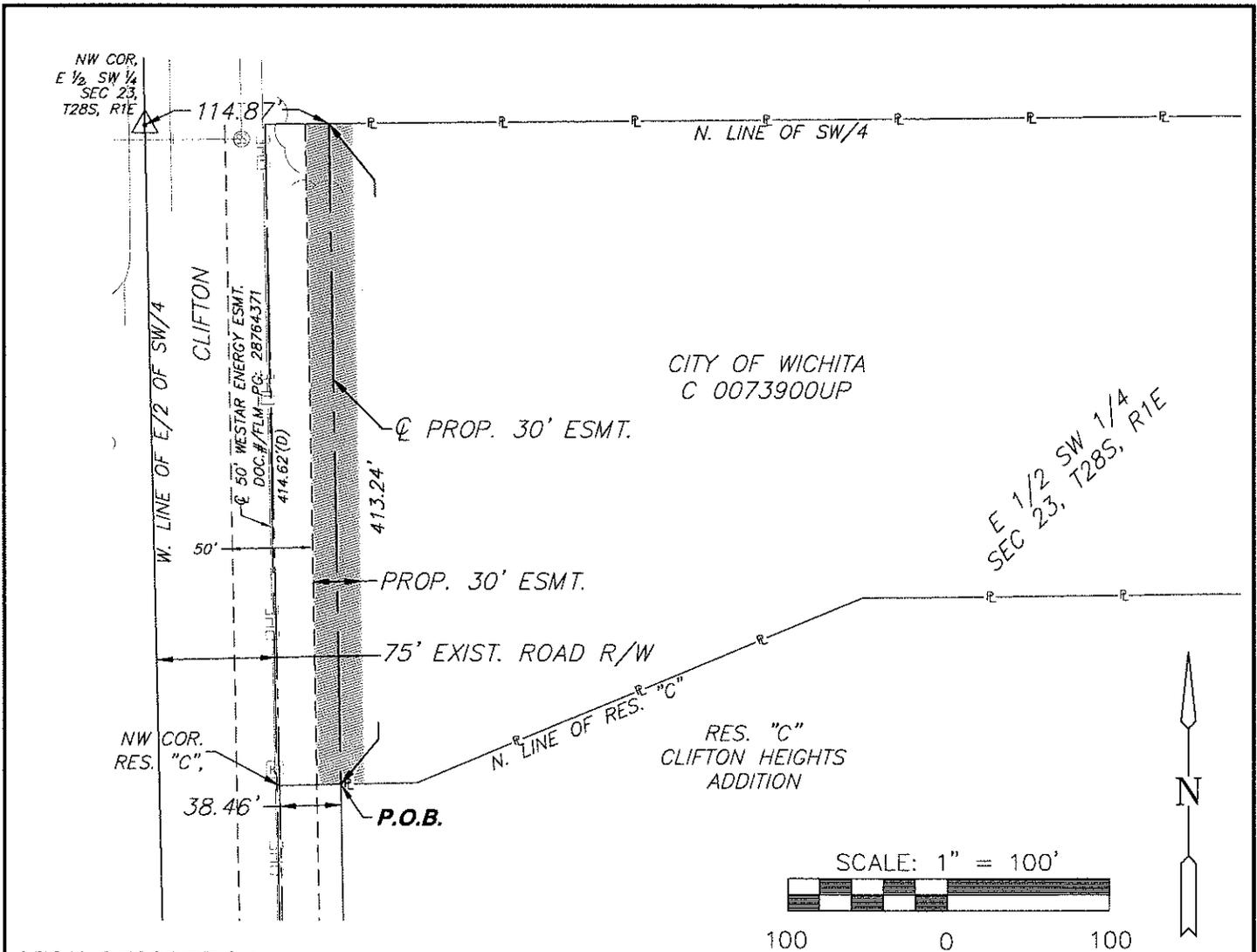
NO.	REVISION	DATE
0	ISSUED	3/04/16

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411 N. Webb Rd. Wichita, KS 67206
316.684.9600

**CITY OF WICHITA
REUSE WATER SUPPLY SYSTEM
TRACT MAP 4**

PROJECT NO. 1501010623	DATE: MARCH 2016	SHEET NO.
DRAWN BY: DSN	DESIGNED BY: JCM	APPROVED BY: MB
		1 OF 1



LEGAL DESCRIPTION:

A 30 feet wide tract of land lying in the East Half of the Southwest Quarter of Section 23, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, said tract of land lying 15 feet on each side of the centerline described as follows:

Beginning at a point on the north line of Clifton Heights Addition, Wichita, Sedgwick County, Kansas, said point being 38.46 feet east of the northwest corner of said Addition; thence north 413.24 feet parallel with and 15 feet east of the east line of the existing Westar Energy Easement recorded on DOC.#FLM-PG: 28764371 to the north line of said East Half, said point being 114.87 feet east of the northwest corner of said East Half, except public road right of way.

Said tract contains 12,397 sq. ft. excluding existing right of way.

OWNER:

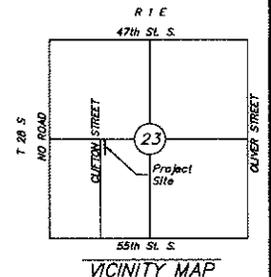
CITY OF WICHITA
455 N MAIN ST
WICHITA KS 67202-1600

LEGEND:

- P.O.B. - Point of Beginning
- Permanent Easement = 12,397 sq. ft. Excluding existing right of way.

PROPERTY IDENTIFICATION:

C 0073900UP



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	<p>PROJECT NO. 1501010623 DATE: MARCH 2016</p>	<p>DRAWN BY: DSN DESIGNED BY: JCM APPROVED BY: MB</p>	<p>SHEET NO. 1 OF 1</p>
<p>0 ISSUED 3/04/16</p>			
<p>NO. REVISION DATE</p>			



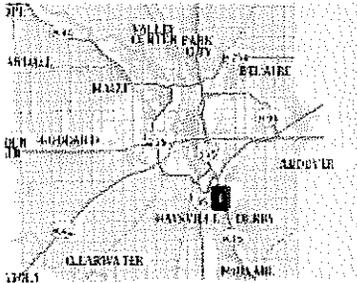
NEc 55th and Clifton



Legend

Legend

1: 12,087



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Map Created On: 4/14/16 11:08 AM

**CITY OF WICHITA
City Council Meeting
April 26, 2016**

TO: Mayor and City Council

SUBJECT: Dedication of Land near Clifton Avenue and 55th Street South for a Re-use Water Line (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the dedication.

Background: On December 15, 2015, the City Council approved a project for the design and construction of a re-use water line to transport treated effluent water from Wastewater Plant No. 2 to Spirit AeroSystems. The proposed alignment generally utilizes existing easements and Clifton Avenue right-of-way. The project requires seven new permanent easements to be acquired. The site at the southwest corner of 55th and Clifton is vacant land. A 5,170 square foot easement along the east property line is required from this particular site.

Analysis: The property owner agreed to dedicate the proposed easement to the City of Wichita.

Financial Considerations: The amount for recording costs and other administrative fees is estimated at \$100. There is sufficient budget available to cover these costs within the existing re-use water line project which was approved by the City Council on December 15, 2015. The project is to be funded through the Sewer Utility Improvement Fund. However, to provide funding flexibility, a resolution and Notice of Intent were approved by the City Council should bonding of this project become necessary.

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

Recommendation/Action: It is recommended that the City Council accept the dedication, and approve the budget.

Attachments: Permanent easement, tract map and aerial map.

PERMANENT EASEMENT

THIS EASEMENT made this 21st day of March, 2016, by and between JRD, LLC, a Kansas limited liability corporation, party of the first part, and the City of Wichita, Kansas, a municipal corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of constructing, operating, maintaining, and repairing a sewer and/or water line, over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

A tract of land lying in the Northwest Quarter of the Northwest Quarter of Section 26, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas said tract of land being described as follows::

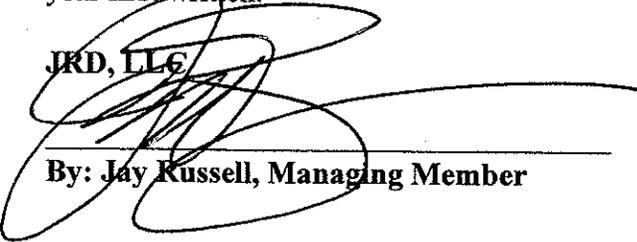
The west 30 feet of the east 60 feet of the south 172.34 feet of the north 200 feet.

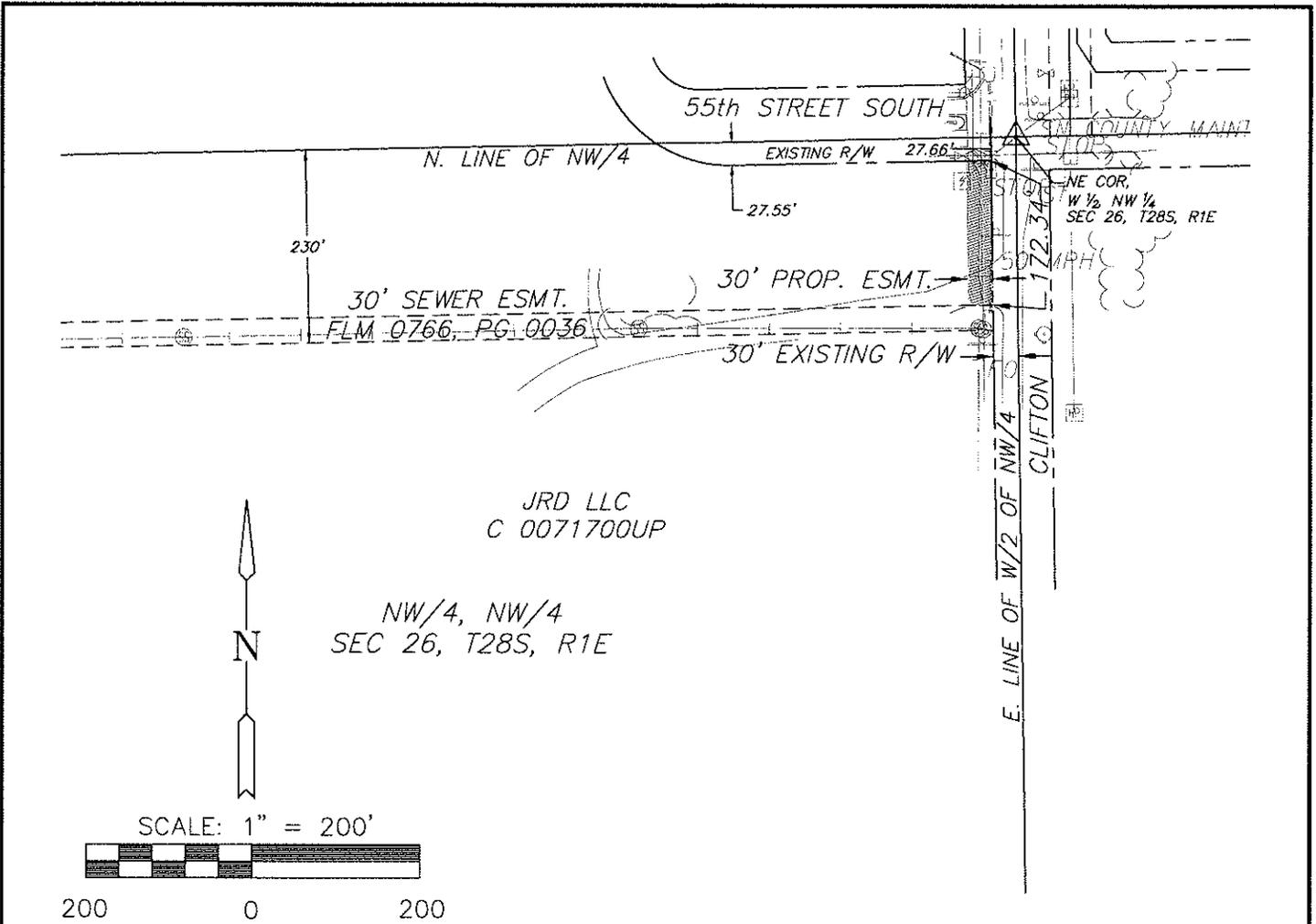
Said tract contains 5,170 sq. ft. excluding existing right of way.

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such water line.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

JRD, LLC


By: Jay Russell, Managing Member



JRD LLC
C 0071700UP

NW/4, NW/4
SEC 26, T28S, R1E

LEGAL DESCRIPTION:

A tract of land lying in the Northwest Quarter of the Northwest Quarter of Section 26, Township 28 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas said tract of land being described as follows:

The west 30 feet of the east 60 feet of the south 172.34 feet of the north 200 feet, Except existing right of way.

Said tract contains 5,170 sq. ft. excluding existing right of way.

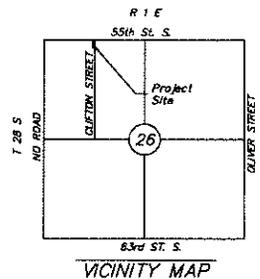
OWNER:

JRD LLC
PO BOX 75337
WICHITA KS 67275-0337

LEGEND:



Permanent Easement
=5,170 sq. ft.
Excluding existing right of way.



PROPERTY IDENTIFICATION:

C 0071700UP

THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

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PROJECT NO. 1501010623		DATE: MARCH 2016				SHEET NO.		
DRAWN BY: DSN		DESIGNED BY: JCM		APPROVED BY: MB		1 OF 1		
0 ISSUED		3/04/16						
NO. REVISION		DATE						



SWc 55th and Clifton



Legend

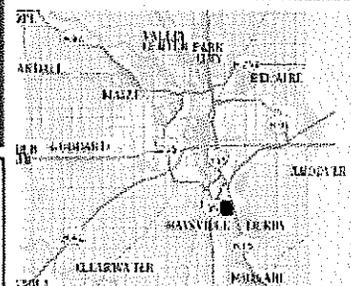
- Parcels

1: 5,408



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

Map Created On: 4/14/16 11:06 AM



City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Funding for Improvements to the Cheney Lake Pump Electrical Controls Enclosure (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the budget and adopt the resolution.

Background: The Cheney Lake Pump Station was constructed in 1965. An upgrade of the station in 2014 included installation of two variable frequency drives (VFDs) on two of the five main pumps. A future upgrade will include installation of VFDs on the remaining three pumps.

Analysis: VFDs produce heat and require an enclosed temperature-controlled area to maintain operating temperatures. The recently installed VFDs currently operate in a non-conditioned area. Staff recommends construction of an enclosure to provide protection and extend the life of the motor control electrical panel system, including having the capability to support future VFD upgrades.

Financial Considerations: The 2015-2024 Capital Improvement Program (CIP) includes \$240,000 in 2015 and \$2,000,000 in 2017 to fund this work. Staff recommends initiating \$240,000 in 2015 and \$310,000 of the \$2,000,000 in 2017 for a total budget of \$550,000 which will be used for design and construction. The remaining 2017 funds (\$1.69 million) will be re-purposed and brought to the City Council at a later date.

Legal Considerations: The resolution and notice of intent have been reviewed and approved as to form by the Law Department.

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

Attachments: Resolution, notice of intent and budget sheet.

Project Request

CIP Non-CIP CIP YEAR: 2016/2017 CIP #: 13 (pg 106)

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Production & Pumping RESOLUTION/ORDINANCE #: _____
 ENGINEERING REFERENCE #: 448-90731

FUND: 544 Water Construction

COUNCIL DISTRICT: 07 All Districts DATE COUNCIL APPROVED: _____ REQUEST DATE: _____

PROJECT #: 776070 PROJECT TITLE: Cheney Pump Motor Control Enclosure and Cooling

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Cheney Pump Motor Control Enclosure and Cooling

OCA #: 636450 OCA TITLE: Cheney Pump Motor Control Enclosure and Cooling

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4572

PROJECT MANAGER: Stan Breitenbach PHONE #: 268-4235

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9813 Cash Transfer In</u>	\$550,000.00	<u>2999 Contractuals</u>	\$550,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

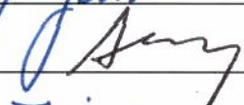
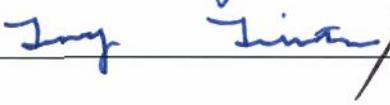
REVENUE TOTAL: \$550,000.00

EXPENSE TOTAL: \$550,000.00

NOTES: #13, pg 106, yrs 15&17, in 15-25
CIP. #12, yrs 16&17, in the not yet
approved, new CIP.

Print Form

SIGNATURES REQUIRED

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

DATE: 04/01/16
 DATE: 4-13-16
 DATE: 3/31/16
 DATE: _____

636450

(Published in the *Wichita Eagle*, on _____)

RESOLUTION NO. _____

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Cheney Pump Motor Control Enclosure and Cooling (448-90731)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is \$550,000. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$594,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Brian K. McLeod
for James H. May 2003, City
Attorney & Director of Law

(Published in *The Wichita Eagle*, on _____.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), by Resolution No. ____ - _____, duly adopted _____, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the "Utility"), in the following manner:

Cheney Pump Motor Control Enclosure and Cooling (448-90731)

(the "Project") at an estimated cost, including related design and engineering expenses of \$550,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$594,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds"). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

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

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

(Published in the *Wichita Eagle*, on April 29, 2016)

RESOLUTION NO. 16-

A RESOLUTION DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to construct, reconstruct, alter, improve, extend and enlarge the Utility in the following manner:

Cheney Pump Motor Control Enclosure and Cooling (448-90731)

(the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of revenue bonds of the City pursuant to the Act; said bonds to be payable from the revenues of the Utility.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired, constructed and/or installed in accordance with plans and specifications therefore prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The estimated cost of the Project, including related design and engineering expenses is **\$550,000**. The Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$594,000** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations

of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

Section 3. Notice. Before issuing the Bonds, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake the Project and to issue the Bonds (the "Notice"); and if within fifteen (15) days after the publication of such Notice, there shall be filed with the City Clerk, a written protest against the Project or the issuance of the Bonds, signed by not less than twenty per cent (20%) of the qualified electors of the City, the Governing Body shall thereupon submit such proposed Project and the Bonds to the electors of the City at a special election to be called for that purpose as provided by the Act. If no sufficient protest is filed with the City Clerk within the period of time hereinbefore stated, then the Governing Body shall have the authority to proceed with the Project and issuance of the Bonds.

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on April 26, 2016.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law

(Published in *The Wichita Eagle*, on April 29, 2016.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 16-088, duly adopted April 26, 2016, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Cheney Pump Motor Control Enclosure and Cooling (448-90731)

(the “Project”) at an estimated cost, including related design and engineering expenses of **\$550,000**.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed **\$594,000** under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on April 26, 2016.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

**City of Wichita
City Council Meeting
April 26, 2016**

TO: Mayor and City Council

SUBJECT: TIGER Grant Application (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Consent

Recommendation: Adopt the resolution authorizing submission of the TIGER grant application.

Background: The Transportation Investment Generating Economic Recovery (TIGER) Discretionary Grants Program is a program of the U.S. Department of Transportation to fund surface transportation projects that generate economic development and improve access to reliable, safe and affordable transportation. In 2016, the program is funded at \$500 million nationally. The program is extremely competitive, with an average of only five percent of applicants receiving an award in the program’s seven years of operation.

Analysis: The proposed City of Wichita TIGER grant application is for multi-modal transportation connections for the new Wichita State Innovation Campus. TIGER funds will be used to construct complete street projects along Oliver Avenue and 17th Street North adjacent to the Innovation Campus. A new bus route that was recently added to connect the Innovation Campus to Wichita State’s new Old Town Campus in downtown Wichita as well as to major employment, shopping centers, and park and ride locations will have significantly expanded service frequency and hours of operation. A transit hub will be constructed on campus that includes a bike share program. Bicycle and pedestrian improvements will be constructed to connect the Innovation Campus to the existing city-wide pathway system.

The total cost of the project is \$22,550,000, with \$15,110,000 proposed in TIGER grant funding and a \$7,440,000 local match provided by the City of Wichita. The proposed project budget is outlined below:

Project Component	Cost
Oliver Avenue Complete Street	\$4,100,000
17 th Street North Complete Street	\$5,900,000
40-foot Diesel Buses (9)	\$4,410,000
Level 1 Transit Stops (30)	\$1,620,000
Level 2 Transit Stops (16)	\$1,520,000
Campus Transit Hub	\$2,000,000
Campus Bike Share Program	\$600,000
Bicycle and Pedestrian Connections to Existing Pathway System	\$2,400,000
	<u>\$22,550,000</u>
Project Funding	
TIGER Funds Requested	\$15,110,000
Local Cash Match	\$7,440,000

The Wichita State Innovation Campus will locate leading-edge anchor institutions on the campus to connect with Wichita State students and faculty involved in applied research and development. The new 120-acre Innovation Campus will be constructed on the former Braeburn Golf Course and will bring over 5,700 employees to the campus in over 2.9 million square feet of new development.

Development of the Wichita State Innovation Campus is consistent with the following regional economic development initiatives: the Blueprint for Regional Economic Growth, the Wichita-South Central Kansas Regional Export Plan, the South Kansas Investing in Manufacturing Communities Partnership, and the South Central Kansas Prosperity Plan. By investing in transportation infrastructure to support the development of the Wichita State Innovation Campus, the City of Wichita will promote infill development and foster growth and development of the community in a manner consistent with the Community Investments Plan.

Financial Considerations: The \$7,440,00 in local matching funds are budgeted in the 2015-2024 Adopted Capital Improvement Program for the 17th, Hillside-Oliver, Oliver, 17th-21st, and Bike Enhancement Projects. The annual cost of operation and maintenance of the street, bicycle, and pedestrian improvements is estimated to be \$52,300, which will be funded through existing Public Works and Utilities Department budgets. The annual cost of operation and maintenance of the new bus route is estimated to be \$2 million. Federal grant funds through the Congestion Mitigation and Air Quality Improvement Program and/or Surface Transportation Program can fund 50 percent of the cost for the first five years. Wichita State University student and/or parking fees can cover approximately 25 to 30 percent of the cost. Fare box revenue can cover approximately 18 to 20 percent of the cost. Any shortfall from those sources will be covered by the Transit Department budget.

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

Recommendations/Actions: It is recommended that the City Council adopt the resolution authorizing submission of the TIGER grant application and authorize the necessary signatures.

Attachments: Resolution
Letter of Application

RESOLUTION NO. 16-

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING SUBMISSION OF AN APPLICATION TO THE U.S. DEPARTMENT OF TRANSPORTATION, TRANSPORTATION INVESTMENT GENERATING ECONOMIC RECOVERY (TIGER) DISCRETIONARY GRANTS PROGRAM AND AUTHORIZING PROJECT COORDINATION, MATCHING FUNDS, AND OPERATION AND MAINTENANCE OF THE PROJECT.

WHEREAS, the City of Wichita, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Wichita, Kansas, desires to submit an application to the U.S. Department of Transportation, Transportation Investment Generating Economic Recovery Program (TIGER) Discretionary Grants Program; and

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

SECTION 1. That the City of Wichita, Kansas, authorizes the submission of an application to the TIGER Discretionary Grants Program for purpose of seeking funding to assist with the provision of multi-modal transportation connections the Wichita State Innovation Campus and authorizes City staff designated by the City Manager to sign the application, submit additional information as may be required, and act as the official representative of the City of Wichita in this and subsequent related activities.

SECTION 2. That upon receipt of funding through the TIGER Discretionary Grants Program the City of Wichita, Kansas, hereby accepts responsibility for the coordination of the project, commits to the local match contribution specified in the application, and assures that sufficient funding for the operation and maintenance of the project will be available for the life of the project, subject to annual appropriation as required by law.

ADOPTED AND PASSED by the Governing Body of the City of Wichita, Kansas, this 26th day of April 2016.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM

Jennifer Magana, City Attorney &
Director of Law



April 26, 2016

Anthony R. Foxx, Secretary
U.S. Department of Transportation
1200 New Jersey Ave., SE
Washington, DC 20590

RE: Letter of Application for the FY 2016 TIGER Discretionary Grants Program

Dear Mr. Foxx:

The City of Wichita recently participated in the development of the Wichita-South Central Kansas Regional Export Plan to address changes in the aviation industry and help lead underachieving sectors into the global marketplace. One of the key strategies of the export plan is to invest in infrastructure related to transportation and skilled workers in order to promote global economic competitiveness of the region.

One of the partners in developing the export plan, the Brookings Institution, recently published a study noting that a new urban development model called “innovation districts” is a leading-edge approach to economic development. As one part of the Investing in Manufacturing Communities Partnership initiative, Wichita State University is developing a 120 acre Innovation Campus to locate leading-edge anchor institutions on the campus to connect with students and faculty involved in applied research and development. The Innovation Campus is located in the heart of Wichita, will be physically compact, and offer mixed-use office, retail, and housing. The Innovation Campus will be connected to the greater community by all modes of transportation.

The multi-modal transportation connections for the Wichita State Innovation Campus are the focus of the City of Wichita’s FY 2016 TIGER Discretionary Grants Program application. Through the TIGER program, the City of Wichita will significantly enhance the multi-modal transportation connections to the Innovation Campus. TIGER funds will be used to construct complete street projects adjacent to the campus. Bus service will be significantly enhanced with increased hours of service and greater service frequency on the route that connects the Innovation Campus to Wichita State’s new Old Town Campus as well as to major employment, shopping centers, and park and ride locations. A transit hub will be constructed on campus that includes bike share. Bicycle and pedestrian improvements will connect the Innovation Campus to the existing 100-mile pathway system.

The City of Wichita is honored to submit an application to the FY 2016 TIGER Discretionary Grants Program. I encourage you to fund this exciting multi-modal transportation project that will promote infill development and foster growth and development of our community in innovative ways.

Sincerely,

Jeff Longwell, Mayor
City of Wichita

Office of the Mayor

City Hall • 1st Floor • 455 N. Main • Wichita, Kansas 67202-1698

T 316.268.4331 • F 316.858-7743

City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Transfer of Part of 9519 East 53rd Street North for the Improvement of 53rd Street North by the City of Bel Aire.

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the transfer.

Background: The City of Bel Aire has a project to improve 53rd Street North between Rock Road and Webb Road. The project will pave the road as well as install new water lines. The project requires approximately 3,240 square feet from the property owned by the City at 9519 East 53rd Street North. The City-owned parcel is developed with a water pump and chlorine injection facility. The proposed acquisition has no impact on the facility or its operation.

Analysis: Bel Aire has requested that the City dedicate the required parcel. Bel Aire will be responsible for all costs of the project. If there is any impact to the City site Bel Aire will repair any damage.

Financial Considerations: There is no financial impact to the City arising from this dedication.

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

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

Attachments: Permanent easement agreement, tract map, and aerial map.

PERMANENT EASEMENT

THIS EASEMENT made this ___ day of _____, 2016, by and between the City of Wichita, a Municipal Corporation, party of the first part, and the City of Bel Aire, Kansas, a Municipal Corporation, party of the second part.

WITNESSETH: That the said first party, in consideration of the sum of One Dollar and other Good and Valuable Considerations (\$1.00), the receipt whereof is hereby acknowledged, do hereby grant and convey unto the said second party a perpetual right-of-way and easement for public purposes including constructing, maintaining, and repairing utilities, drainage easements and road right-of-way over, along and under the following described real estate situated in Sedgwick County, Kansas, to wit:

The South 30 feet of the North 60 feet of the following described tract of land.
A tract of land in the Northeast Quarter of the Section 20, Township 26 South, Range 2 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as: Commencing at the Northeast corner of the Northeast Quarter of Section 20, Township 26 South, Range 2 East of the 6th Principal Meridian, Sedgwick County, Kansas; thence bearing South 89 degrees 08 minutes 20 seconds West along the North line of said Northeast Quarter, a distance of 602.00 feet to the Point of Beginning; thence bearing South 00 degrees 51 minutes 40 seconds East, a distance of 219.00 feet; thence bearing South 89 degrees 08 minutes 20 seconds West, a distance of 108.00 feet; thence bearing North 00 degrees 51 minutes 40 seconds West, a distance of 219.00 feet to a point on the North line of said Northeast Quarter; thence bearing North 89 degrees 08 minutes 20 seconds East, along the North line of the Northeast Quarter, a distance of 108.00 feet to the Point of Beginning.

Said tract contains 0.07 acres.

And said second party, heirs and assigns is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public improvements. The party of the second part shall cause any improvements in the easement area, including but not limited to gates, fences, etc. to be relocated to the south line of the easement area as described above.

IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

City of Wichita
By Direction of the City Council

By: _____
Jeff Longwell, Mayor

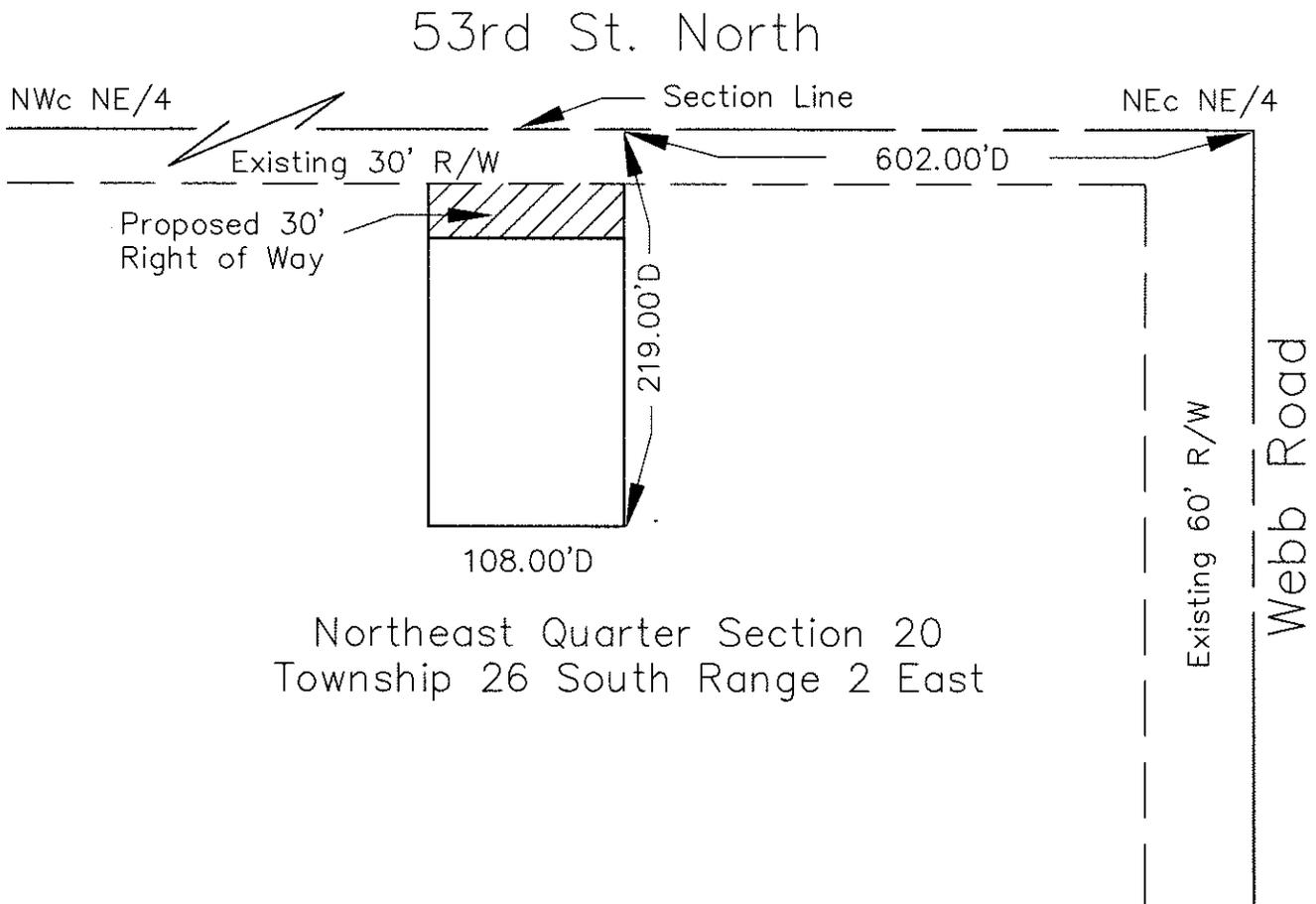
ATTEST:

Karen Sublett, City Clerk

Exhibit A



Not to Scale



8615 W. Frazier, Suite 2 • Wichita, Kansas 67212
Phone (316) 722-4472 Fax (316) 722-4479

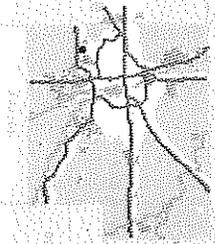


9519 East 53rd North



Legend

Parcels



This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,425



Second Reading Ordinances for April 26, 2016 (first read on April 19, 2016)

- A. An Ordinance Creating a New Chapter 3.55 of the Code of the City of Wichita, Kansas Pertaining to the Licensing of Massage Therapy Businesses within the City of Wichita and Regulating the Conduct of Participants therein, and Repealing the Original of Chapter 3.56.**

ORDINANCE NO. 50-248

AN ORDINANCE CREATING NEW CHAPTER 3.55 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE LICENSING OF MASSAGE THERAPY BUSINESSES WITHIN THE CITY OF WICHITA AND REGULATING THE CONDUCT OF PARTICIPANTS THEREIN, AND REPEALING THE ORIGINAL OF CHAPTER 3.56.

- B. Ordinance Amending Title 10 of the Code of the City of Wichita, Kansas , Pertaining to Right-of-Way, Streets and Sidewalks.**

ORDINANCE NO. 50-176

AN ORDINANCE AMENDING SECTION 1.04.060 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GENERAL PENALTY AND CONTINUING VIOLATIONS, AND REPEALING THE ORIGINAL THEREOF.

AN ORDINANCE CREATING SECTION 1.04.205 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE ENFORCEMENT OF ORDINANCES BY THE CITY ENGINEER.

ORDINANCE NO. 50-177

AN ORDINANCE ADMENDING SECTIONS 10.08.010, 10.08.020, 10.08.030, 10.08.040, 10.08.050, 10.08.060, 10.08.070, 10.08.080, 10.08.090, 10.08.100, 10.08.110, 10.08.120, 10.08.130, 10.08.140, 10.08.150, 10.08.160, 10.08.170, 10.08.180, 10.08.190, 10.08.200, 10.08.210, 10.08.220, 10.08.230, AND 10.08.240 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO RIGHT-OF-WAY AND EASEMENT USE PERMITS, IN GENERAL, AND REPEALING THE ORIGINALS THEREOF.

AN ORDINANCE CREATING SECTIONS 10.08.081, 10.08.135, 10.08.175, 10.08.176, 10.08.177, 10.08.235, 10.08.250 AND 10.08.300 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO RIGHT-OF-WAY AND EASEMENT USE PERMITS, IN GENERAL.

ORDINANCE NO. 50-178

AN ORDINANCE REPEALING SECTIONS 10.04.020, 10.04.105, 10.04.130 AND 10.04.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO STREETS AND SIDEWALKS IN THE RIGHT OF WAY, IN GENERAL.

AN ORDINANCE ADMENDING SECTIONS 10.04.010, 10.04.025, 10.04.030, 10.04.040, 10.04.050, 10.04.060, 10.04.070, 10.04.080, 10.04.100, 10.04.110, 10.04.120, 10.04.131, 10.04.132, 10.04.133, 10.04.134, 10.04.135, 10.04.140, 10.04.150, 10.04.170, 10.04.180, 10.04.190, 10.04.200, 10.04.210 AND 10.04.220 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO STREETS AND SIDEWALKS IN THE RIGHT OF WAY, IN GENERAL, AND REPEALING THE ORIGINALS THEREOF.

AN ORDINANCE CREATING SECTIONS 10.04.005, 10.04.055, 10.04.056, 10.04.057, 10.04.065, 10.04.125, 10.04.126, 10.04.127 AND 10.04.215 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO STREETS AND SIDEWALKS IN THE RIGHT OF WAY, IN GENERAL.

ORDINANCE NO. 50-179

AN ORDINANCE ADMENDING SECTIONS 10.12.010, 10.12.020, 10.12.030, 10.12.040, 10.12.050, 10.12.060, 10.12.070, 10.12.080, 10.12.090, 10.12.100, 10.12.110, 10.12.120, 10.12.130, 10.12.140, 10.12.150, 10.12.160, 10.12.180 AND 10.12.190 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CONCRETE CONSTRUCTION ON THE RIGHT OF WAY AND REPEALING THE ORIGINALS THEREOF.

AN ORDINANCE CREATING SECTIONS 10.12.135, 10.12.136 AND 10.12.137 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO CONCRETE CONSTRUCTION ON THE RIGHT OF WAY.

ORDINANCE NO. 50-180

AN ORDINANCE REPEALING SECTION 10.16.060 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVEWAYS AND CURB CUTS ON THE RIGHT OF WAY.

AN ORDINANCE ADMENDING SECTIONS 10.16.010, 10.16.020, 10.16.030, 10.16.040, 10.16.070, 10.16.080, 10.16.090, 10.16.100, 10.16.120, 10.16.130, 10.16.140, 10.16.150, 10.16.160, 10.16.170, 10.16.180 AND 10.16.190 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVEWAYS AND CURB CUTS ON THE RIGHT OF WAY AND REPEALING THE ORIGINALS THEREOF.

AN ORDINANCE CREATING SECTIONS 10.16.151 AND 10.16.152 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO DRIVEWAYS AND CURB CUTS ON THE RIGHT OF WAY.

ORDINANCE NO. 50-181

AN ORDINANCE REPEALING SECTION 10.24.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOVING BUILDINGS ON THE RIGHT-OF-WAY.

AN ORDINANCE ADMENDING SECTIONS 10.24.010, 10.24.020, 10.24.030, 10.24.040, 10.24.050, 10.24.060, 10.24.070, 10.24.080, 10.24.090, 10.24.100, 10.24.110, 10.24.120, 10.24.130, 10.24.140, 10.24.150, 10.24.170, 10.24.180, 10.24.190, 10.24.200, 10.24.210, 10.24.220, 10.24.230, 10.24.240, 10.24.250, 10.24.260, 10.24.270, 10.24.280, 10.24.290, AND 10.24.300 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOVING BUILDINGS ON THE RIGHT-OF-WAY AND REPEALING THE ORIGINALS THEREOF.

AN ORDINANCE CREATING SECTIONS 10.24.075, 10.24.095 AND 10.24.310 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO MOVING BUILDINGS ON THE RIGHT-OF-WAY.

ORDINANCE NO. 50-182

AN ORDINANCE REPEALING SECTIONS 10.20.010 AND 10.20.080 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO EXCAVATIONS IN THE RIGHT OF WAY.

AN ORDINANCE CREATING SECTION 10.20.055 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO EXCAVATIONS IN THE RIGHT OF WAY.

AN ORDINANCE ADMENDING SECTIONS 10.20.020, 10.20.030, 10.20.040, 10.20.050, 10.20.060, 10.20.070, 10.20.090, 10.20.100, 10.20.110, 10.20.120, 10.20.130, 10.20.140, 10.20.150, 10.20.170, 10.20.180 AND 10.20.190 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO EXCAVATIONS IN THE RIGHT OF WAY AND REPEALING THE ORIGINALS THEREOF.

ORDINANCE NO. 50-183

AN ORDINANCE AMENDING SECTION 10.30.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO PURCHASE AND SALE OF REAL ESTATE ACQUIRED IN CONNECTIONS WITH PUBLIC PURPOSES.

ORDINANCE NO. 50-184

AN ORDINANCE REPEALING SECTION 10.32.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE RULES AND REGULATIONS GOVERNING LANDSCAPING AND PARKING LOT SCREENING.

AN ORDINANCE ADMENDING SECTIONS 10.32.010, 10.32.030, 10.32.040, 10.32.070, 10.32.080, 10.32.090, 10.32.100, 10.32.110, 10.32.120, 10.32.130, 10.32.140 AND 10.32.160 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE RULES AND REGULATIONS GOVERNING LANDSCAPING AND PARKING LOT SCREENING AND REPEALING THE ORIGINALS THEREOF.

ORDINANCE NO. 50-185

AN ORDINANCE AMENDING SECTION 11.68.150 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE FEE FOR THE HOODING OF ANY PARKING METER IN THE CITY AND REPEALING THE ORIGINAL OF SAID SECTION.

ORDINANCE NO. 50-186

AN ORDINANCE AMENDING SECTION 17.12.040 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO WATER SERVICE.

ORDINANCE NO. 50-187

AN ORDINANCE AMENDING SECTION 24.04.200 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO SIGN REGULATIONS AND STANDARDS; PROHIBITED LOCATIONS.

ORDINANCE NO. 50-188

AN ORDINANCE ADMENDING SECTIONS 11.22.010 AND 11.22.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO INTERSECTIONS AND REPEALING THE ORIGINALS THEREOF.

ORDINANCE NO. 50-189

AN ORDINANCE CREATING SECTION 10.34 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO FEES.

C. PUD2016-00004 Zone Change from LC Limited Commercial Under Community Unit Plan (CUP) DP 226 to Planned Unit Development #49 on Property Generally Located North of East Kellogg and ½ mile East of 143rd Street East. (District II)

ORDINANCE NO. 50-190

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

City of Wichita
City Council Meeting
April 26, 2016

TO: Wichita Housing Authority Board Members
SUBJECT: Veterans Affairs Supportive Housing Grant Application
INITIATED BY: Housing and Community Services Department
AGENDA: Wichita Housing Authority (Consent)

Recommendation: Authorize submission of an application for 10 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

Background: The U.S. Department of Housing and Urban Development's (HUD) Veterans Affairs Supportive Housing Program (HUD-VASH) combines Housing Choice Voucher (HCV) rental assistance for homeless veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). The VA provides these services for participating Veterans at VA medical centers and community-based outreach clinics. Every year since 2008, HUD and VA have awarded HUD-VASH vouchers based on geographic need and public housing agency administrative performance.

Analysis: The WHA currently administers 198 HUD-VASH vouchers. The WHA staff provide leasing activities for housing, and the VA provides permanent supportive services to the veteran.

On April 18, 2016, HUD advised the WHA that additional vouchers to assist homeless veterans were available through current appropriations. The WHA was invited to apply for 10 vouchers. Providing permanent housing to homeless veterans is a high priority for HUD; the City participates in the Mayor's Challenge to end homelessness among veterans. These additional vouchers will further reduce the number of homeless veterans in Wichita.

Financial Considerations: This application seeks federal funds and will not impact the City's General Fund.

Legal Considerations: The Law Department has reviewed the funding application and approved it as to form.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board authorize submission of an application for 10 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

Attachment: Funding Application.

Funding Application

Section 8 Tenant-Based Assistance
 Rental Certificate Program
 Rental Voucher Program

U.S. Department of Housing
 and Urban Development
 Office of Public and Indian Housing

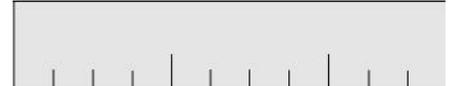
OMB Approval No. 2577-0169
 (exp.04/30/2018)

Send the original and two copies of this application form and attachments to the local HUD Field Office

Eligible applicants (HAs) must submit this information when applying for grant funding for tenant-based housing assistance programs under Section 8 of the U.S. Housing Act of 1937 (42 U.S.C. 1437f). HUD will use the information to evaluate an application based on selection criteria stated in the Notice of Funding Availability (NOFA). HUD will notify the HA of its approval/disapproval of the funding application. Responses are required to obtain a benefit from the Federal Government. The information requested does not lend itself to confidentiality.

Name and Mailing Address of the Housing Agency (HA) requesting housing assistance payments

Wichita Housing Authority
 332 N. Riverview
 Wichita KS 67203



Do you have an ACC with HUD No
 for Section 8 Certificates? No Yes
 for Section 8 Vouchers? No Yes

Date of Application
 4/26/2016

Legal Area of Operation
 (area in which the HA has authority under State and local law to administer the program)

City of Wichita, Kansas

A. Area(s) From Which Families To Be Assisted Will Be Drawn.
 Locality (city, town, etc.)

Locality (city, town, etc.)	County	Congressional District	Units

B. Proposed Assisted Dwelling Units. (Complete this section based on the unit sizes of the applicants at the top of the waiting list)

	0-BR	1-BR	Number of Dwelling 2-BR	Units Below 3-BR	Size 4-BR	5-BR	6+BR	Total Dwelling Units
Certificates								
Vouchers								10

C. Average Monthly Adjusted Income. Complete this section based on actual incomes of current participants by unit size. Enter average monthly adjusted income for each program separately and only for the unit sizes requested in Section B.

	0-BR	1-BR	2-BR	3-BR	4-BR	5-BR	6+BR
Certificates	\$	\$	\$	\$	\$	\$	\$
Vouchers	\$	\$	\$	\$	\$	\$	\$

D. Need for Housing Assistance. Demonstrate that the project requested in this application is responsive to the condition of the housing stock in the community and the housing assistance needs of low-income families residing in or expected to reside in the community. (If additional space is needed, add separate pages)

E. Housing Quality Standards (HQS). (Check applicable box) HUD's HQS will be used with no modifications Attached for

HUD approval are HQS acceptability criteria variations

F. New HA Information. Complete this section if HA currently does not administer a tenant-based certificate or voucher program.

Financial and Administrative Capability. Describe the experience of the HA in administering housing or other programs and provide any other relevant information which evidences present or potential management capability for the proposed rental assistance program. Submit this narrative on a separate page.

Qualification as an HA. Demonstrate that the applicant qualifies as an HA and is legally qualified and authorized to administer the funds applied for in this application. Submit the relevant enabling legislation and a supporting legal opinion.

Note: If this application is approved, the HA must submit for HUD approval a utility allowance schedule and budget documents.

G. Certifications. The following certifications are incorporated as a part of this application form. The signature on the last page of this application of the HA representative authorized to sign the application signifies compliance with the terms of these certifications.

Equal Opportunity Certification

The Housing Agency (HA) certifies that:

(1) The HA will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and regulations issued pursuant thereto (24 CFR Part 1) which state that no person in the United States shall, on the ground of race, color, or national origin, 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 receives financial assistance; and will take any measures necessary to effectuate this agreement.

(2) The HA will comply with the Fair Housing Act (42 U.S.C. 3601-19) and regulations issued pursuant thereto (24 CFR Part 100) which prohibit discrimination in housing on the basis of race, color, religion, sex, handicap, familial status, or national origin, and administer its programs and activities relating to housing in a manner to affirmatively further fair housing.

(3) The HA will comply with Executive Order 11063 on Equal Opportunity in Housing which prohibits discrimination because of race, color, creed, or national origin in housing and related facilities provided with Federal financial assistance and HUD regulations (24 CFR Part 107).

(4) The HA will comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and regulations issued pursuant thereto (24 CFR Part 8) which state that no otherwise qualified individual with handicaps in the United States shall solely by reason of the handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

(5) The HA will comply with the provisions of the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and regulations issued pursuant thereto (24 CFR Part 146) which state that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under a program or activity receiving Federal financial assistance.

(6) The Housing Agency will comply with the provisions of Title II of the Americans with Disabilities Act (42 U.S.C. 12131) and regulations issued pursuant thereto (28 CFR Part 35) which state that subject to the provisions of Title II, no qualified individual with a disability shall, by reason of such disability, be excluded from participation in or be denied the benefits of the services, programs or activities of a public entity, or be subjected to discrimination by any such entity.

The following provisions apply only to housing assisted with Project-Based Certificates:

(7) The HA will comply with Executive Order 11246 and all regulations pursuant thereto (41 CFR Chapter 60-1) which state that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal contracts and shall take affirmative action to ensure equal employment opportunity.

(8) The HA will comply with Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u) and regulations issued pursuant thereto (24 CFR Part 135), which require that, to the greatest extent feasible, opportunities for training and employment be given to low-income persons residing within the unit of local government for metropolitan area (or non-metropolitan county) in which the project is located.

Certification Regarding Lobbying

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, 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 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 and disclose 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.

Certification Regarding Drug-Free Workplace Requirements

Instructions for Drug-Free Workplace Requirements Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).

A. The grantee certifies that it will or will 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 paragraph (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 or other designee 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 paragraph (d)(2), with respect to an y 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 site(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.

Housing Agency Signature

Signature of HA Representative

Print or Type Name of Signatory

John E. Hall, Executive Director

Phone No.

316-462-3795

Date

April 26, 2016

City of Wichita
City Council Meeting
April 26, 2016

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Pavement Condition Inventory
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of general obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare the intent to utilize general obligation bond funding for expenditures made on or after the date, which is 60 days before the notice of said intent. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of general obligation bonds for long term financing.

Analysis: On April 19, 2016, the City Council, sitting as the Wichita Airport Authority, approved a capital budget for a pavement condition inventory on Eisenhower Airport. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget approved is \$200,000 (exclusive of interest on financing and administrative and financing costs), which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

Attachment: Resolution.

RESOLUTION NO. __-__

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

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the outstanding principal amount of general obligation bonds issued pursuant to the Act shall not: (a) exceed three percent (3%) of the assessed value of all taxable tangible property within the City, and (b) be subject to or within the limitations prescribed by any other law limiting the amount of indebtedness of the City; and

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

Pavement Condition Inventory

for use by the Authority at the Wichita Dwight D. Eisenhower National Airport (the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of \$200,000 in accordance with specifications prepared or approved by the Authority.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on _____.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magana, Director of Law

City of Wichita
City Council Meeting
April 26, 2016

TO: Wichita Airport Authority

SUBJECT: Grounds Maintenance Services Contract
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the contract.

Background: Requests For Proposals (RFPs) from three vendors were accepted by the City of Wichita Purchasing Manager on March 18, 2016 for Grounds Maintenance Services within the non-secured areas on Dwight D. Eisenhower National Airport (ICT). The term of this proposed agreement is to be for three years commencing April 1, 2016, and provides for two additional one year renewal options.

Analysis: The staff screening and selection committee interviewed all three proposers on March 29, 2016. All proposers were evaluated and ranked based upon the following criteria: experience of company with substantially similar recent projects, experience of assigned supervisory personnel, equipment, Eligible Business Enterprise/Disadvantaged Business Enterprise (EBE/DBE) status, and fee proposal. Suburban Landscape was selected as the top-ranked proposer based upon the highest ranking score. Suburban Landscape also submitted the lowest fee proposal.

Financial Considerations: The proposal submitted by Suburban Landscape includes an annual rate amount of \$135,750 for the first year, and \$140,600 for years two and three. Funds for this contract service are included in the Airport operating budget.

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

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

Attachment: Agreement.

AGREEMENT

By and Between

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

And

SLM, INC.

For

Grounds Maintenance Services

Wichita Dwight D. Eisenhower Airport

THIS AGREEMENT, made and entered into this ____ day of _____ 2016, by and between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the AUTHORITY; and SLM, INC hereinafter referred to as the CONTRACTOR.

WITNESSETH:

WHEREAS, the Authority is desirous of receiving grounds maintenance services on Dwight D. Eisenhower Airport; and

WHEREAS, the Contractor is willing to provide such services on an independent contractor basis;

NOW THEREFORE, for and in consideration as hereinafter set out, it is agreed by both parties as follows:

1.

Responsibilities

Contractor shall provide grounds maintenance services on Dwight D. Eisenhower Airport, Wichita, Kansas, as specified in **EXHIBITS A, A-1, A-2,** and **B** of this Agreement, attached hereto and made a part hereof. All services shall be in accordance with terms and conditions set forth herein.

In such cases where the maintenance of areas is rendered temporarily unsafe or inaccessible due to construction, utility work, or other such temporary obstructions which may occur due to no fault of the Contractor, then the Authority, at its option, may temporarily remove or modify such areas to be serviced by the Contractor until such time as affected areas are deemed safe and accessible.

Modifications, additions or removal of services contained in the **EXHIBIT A GROUNDS MAINTENANCE SPECIFICATIONS** shall not be made without the prior mutual consent and written agreement by both parties. Scope of services, work schedule, and frequency of services under this Agreement may be reduced or increased, and the Contractor shall perform the services as mutually agreed upon by both parties. Such modifications shall be made at a time mutually agreeable to the Authority and the Contractor. In the event there are reductions or additions in services, a reduction or increase in the Payment to Contractor may be implemented by letter signed by both parties.

The Authority shall further have the right to request, and the Contractor shall have the right to offer or not offer, additional grounds

maintenance services not contained under this Agreement. Such additional requests for services may include, but are not limited to, specialized landscape maintenance, removing and/or applying mulch to plant beds, installing or removing plantings, or special fertilization. In such cases the Authority shall provide a scope of services requested, and the Contractor may offer a cost proposal for said services. Services may be provided in scope and cost as mutually agreeable to by both parties.

2.

Term

The duration Term of this Agreement shall be for a period of three (3) years, commencing on April 1st, 2016 and terminating on March 30, 2019. This Agreement may be extended for two (2) additional one-year terms, subject to renegotiation of fees, and upon the approval of both the Authority and the Contractor. Such extension(s) must be in place and processed in written form no less than 90 days before the end of this original Agreement, or the end of the preceding extension.

3.

Cancellation

Either party may terminate this Agreement without cause by giving sixty (60) days notice in writing to the addresses of notice provided herein.

The Authority may immediately terminate this Agreement for cause for unsatisfactory performance or other breach of the provisions of this Agreement, after Contractor's failure to satisfactorily remedy such breach after ten (10) days

written notice. The Authority may immediately terminate the Agreement for cause without the ten (10) days notice upon the Authority's determination that such immediate termination is necessary for the protection of property or in the interests of public safety or welfare.

4.

Payment to Contractor

Contractor agrees to provide services outlined in this Agreement for an amount not to exceed:

YEAR 1 \$135,750.00 per annum, payable in seven (7) equal monthly installments (April - October) of \$ 19,392.86.

YEAR 2 \$140,600.00 per annum, payable in seven (7) equal monthly installments (April - October) of \$ 20,085.71.

YEAR 3 \$140,600.00 per annum, payable in seven (7) equal monthly installments (April - October) of \$20,085.71.

Payment shall be approved upon receipt of signed work-completed statement as specified under Paragraph 6, proper invoice from the Contractor, and compliance with other conditions set forth in the following paragraph.

5.

Representation

It is understood and agreed that Contractor shall at all times be deemed to be an independent contractor to the Authority. Nothing in this Agreement shall be construed or considered to create the relationship of employer and employee between the parties. Contractor is not an agent or employee of the Authority, and

shall not be entitled to any of the benefits of Authority's employees.

All persons providing grounds maintenance services pursuant to this agreement shall represent themselves as representatives of an independent contractor. Under no circumstances shall any grounds maintenance personnel represent themselves as employees or agents of any air carrier or the Authority. Any person providing grounds maintenance services is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

6.

**Inspection
Reporting**

At its sole discretion the Authority may perform routine and periodic inspection of the premises serviced under this Agreement to determine that the Contractor is performing work outlined under this Agreement. Should the Contractor fail to perform all or any portion of the services, the Authority may, at its sole reasonable discretion, withhold payment until such time that the work is satisfactorily completed. Contractor shall make improvements, changes, and adjustments in quality and completeness of services delivered under this Agreement as may be reasonably required by Authority.

In the event the Contractor fails to provide grounds maintenance services as specified in this Agreement, the deficiencies noted will be called to the attention of the Contractor, and when so directed, must be remedied at the direction of, and within the time period specified by the Authority depending on the deficiency. If such deficiency is not remedied within the specified time

period, the Authority may perform the necessary work, and the Authority may reduce its payments to the Contractor by an equal amount.

Upon demand, and at the Authority's option, the Authority's authorized representative shall be notified when any work related to maintenance services commences, and upon completion of such work on a daily basis. If work is to be interrupted and not completed on a continuing daily basis once commenced, this shall be reported, as well as the length of the delay anticipated.

Upon completion of work on a weekly basis, the Contractor shall submit to the Authority a weekly work completed report in a form acceptable to the Authority's representative. Failure to provide the Authority with the required report at the end of each work week may result in non-payment or delayed payment to the Contractor.

7.

**Contractor to
Furnish**

Contractor shall furnish for the amount specified under Paragraph 4 all necessary labor, materials, supplies and equipment required in the performance of grounds maintenance services as required under this Agreement.

8.

Damages

Any damage or loss to the building, property or facilities that is directly caused or attributed to the work performed by the Contractor under this Agreement shall be the responsibility of the Contractor. The Contractor may repair or replace such damage at their expense, or the Authority may, at its option,

replace or repair such damage, and reduce its payments to the Contractor by an equal amount.

9.

**Compliance
with Laws**

The Contractor shall comply with all federal, state and local laws, statutes and ordinances, and Wichita Airport Authority rules and regulations and standard operating procedures which may pertain to the providing of services under this Agreement.

10.

Bid Documents

It is understood that all bid documents received by the Contractor for this project are hereby incorporated into this Agreement by reference.

11.

Indemnity

Contractor shall protect, defend and hold the City of Wichita and the Wichita Airport Authority and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of Wichita Dwight D. Eisenhower Airport by Contractor or the acts or omissions of Contractor's officers, agents, employees, contractors,

subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of the Authority. The Authority shall give to Contractor reasonable notice of any such claims or actions. The Contractor shall also use counsel reasonably acceptable to Authority in carrying out its obligations hereunder. The provisions of this section shall survive the expiration or early termination of this Agreement.

City of Wichita and the Wichita Airport Authority shall be held harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration or Authority's security rules or regulations caused by the Contractor, its agents or employees, or that occur on Wichita Dwight D. Eisenhower Airport, except to the extent caused by Authority. In the event the Federal government imposes a fine or penalty for any such security violation, whether such fine or penalty is assessed to the Authority or the Contractor or their agents or employees, the penalty shall be paid by the Contractor, provided, however, that nothing herein shall prevent the Contractor from contesting the legality, validity or application of such fine or penalty to the full extent Contractor may be lawfully entitled so to do.

12.

Insurance

Contractor agrees to maintain in effect during the term of this Agreement the following insurance:

1. General Liability

Bodily Injury Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

Property Damage Liability
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

or

Bodily Injury and Property Damage Liability
(Combined Single Limit)
\$1,000,000 Each Occurrence
\$1,000,000 Aggregate

2. Automobile Liability

Comprehensive Form, including all owned, hired and non-owned vehicles, with minimum limits for

Bodily Injury - \$1,000,000 Each Accident
Property Damage - \$1,000,000 Each Accident

or

Bodily Injury and Property Damage (Combined Single Limit) \$1,000,000 Each Accident

3. Workers' Compensation/Employers Liability
for minimum statutory limits

A Certificate of Insurance shall be provided to the Authority prior to the commencement of any work under this Agreement, naming the Wichita Airport Authority and the City of Wichita as an additional insured as it relates to the general liability policy. The Certificate must also state that the Authority will be given ten (10) days prior written notice of cancellation.

13.

Nondiscrimin-

ation

The Contractor shall not discriminate on the grounds of race, color, sex, religion, national origin, ancestry, handicap, marital status, Vietnam era veteran or disabled veteran, and age except where age is a bona fide occupational qualification, in its operations or services. The Contractor shall not discriminate or permit discrimination against any person or groups of persons in violation of any federal, state or local laws, or of Part 21 of the Regulations of the Office of the United States Department of Transportation (49 CFR 21). The contractor, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the nondiscrimination requirements of the City of Wichita, Kansas, as set out in Exhibit "D", attached hereto and incorporated herein by reference. The Authority reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

Contractor assures 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 Contractor 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 Contractor assures that it will require that its covered suborganizations provide assurances to the Authority 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.

14.

Assignment

Contractor shall not assign this Agreement without the written consent of Authority. Any such assignment or attempt thereat without such consent shall be void, and shall, at the option of the Authority, terminate this Agreement.

15.

Notices

Notices to Authority provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
Wichita Dwight D. Eisenhower Airport
2173 Air Cargo Road
Wichita, Kansas 67209-1958

Notices to Contractor provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Suburban Landscape Management
1100 E. MacArthur
Wichita, Ks. 67216

or to such other respective addresses as the parties may designate in writing from time to time.

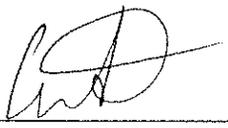
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

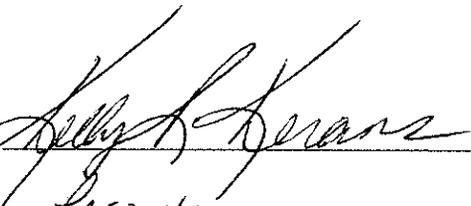
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Jeff Longwell, President
"AUTHORITY"

By  _____
Victor D. White, Director of Airports

SLM, INC.

By  _____
Title PRESIDENT

By _____
"CONTRACTOR"

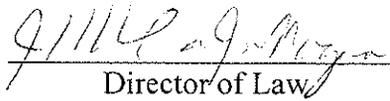
APPROVED AS TO FORM:  _____ Date: 4-11-16
Director of Law

EXHIBIT A

GROUNDS MAINTENANCE SPECIFICATIONS

1. GENERAL INFORMATION

A. Scope

These specifications set forth the requirements for the grounds maintenance to be provided at Wichita Dwight D. Eisenhower Airport located in Wichita, Kansas, throughout the duration Term of this Agreement.

B. General Information

The areas in which grounds maintenance services are to be performed are owned by the Authority and shall generally consist of the areas around and adjacent to the following properties:

- 1) Airport Administration Building - 2173 Air Cargo Road;
- 2) Airport Police and Fire House – 2193 Air Cargo Road;
- 3) 2299 Airport Road;
- 4) Passenger Airline Terminal Building – 2277 Eisenhower Airport Parkway
- 5) Airport Parking Garage – 2280 Eisenhower Airport Parkway
- 6) Cargo Airline Terminal Building - 1935 Air Cargo Road;
- 7) FAA Office Building - 1801 Airport Road;
- 8) 1935 Midfield Rd
- 9) 1955 Midfield Rd
- 10) 1995 Midfield Rd
- 11) 1962 Midfield Rd
- 12) 1842 Midfield Rd

- 13) FAA-MIDO – 2204 S. Tyler Road;
- 14) Wichita Mid-Continent Airport Suites - 1761 Airport Road;
- 15) Professional Insurance Building – 2120 Airport Road;
- 16) Other defined areas on Mid-Continent Airport as set forth in **EXHIBITS A-1, A-2 and B.**

The Contractor shall provide all labor, materials, supplies and equipment necessary to perform the services described herein. The work schedule will be jointly agreed upon by the Authority and the Contractor, but is expected to be Monday through Friday, between the hours of 6:00 a.m. and 8:00 p.m.

C. Contractor Personnel and Property

The Contractor shall arrange for adequate supervision of work to be performed under this Agreement, and shall provide, in writing, a list of all management and supervisory personnel as well as proposed work schedule. An English speaking supervisor must be on duty at any time work is being performed under this Agreement. For the purposes of this Agreement, a "supervisor" is defined as any employee of the Contractor designated as being authorized by his or her employer to act as supervisor, foreman or lead worker, who is responsible for work tasks to be performed, and shall have the authority to respond quickly to problems, complaints or other issues which may arise regarding services to be performed under this Agreement. The Contractor shall provide 24-hour phone number(s) for sufficient quantity of management and/or supervisory staff so that the Authority may have consistent and reliable communications in the event of emergency. If required by the Authority, Contractor personnel may be required to display on the outside garment an Authority issued identification badge.

The Contractor shall not employ persons for work under this Agreement if such employee is identified to the Contractor by the Authority as a potential threat to the health, safety, security, or general well-being of the public or airport patronage. Contractor personnel shall present a neat appearance (reasonable to the nature of work performed), and be easily recognized as Contractor employees. This shall be accomplished by wearing distinctive clothing bearing the name of the company and/or company logo. Such clothing shall be furnished by the Contractor. Contractor personnel shall remain fully clothed while performing duties under this Agreement.

D. Contractor Storage

The Authority shall not provide storage for the Contractor's materials, supplies and equipment. Contractor equipment may be temporarily parked or staged on Airport property during the active engagement of services under this Agreement. Parked or staged equipment shall be so located as to not pose a vehicle or pedestrian safety hazard, or impair, block or interrupt vehicle or pedestrian traffic, or impair, block or interrupt Authority and airport tenant business activity. The Authority, nor its tenants, shall be responsible for the safety and security of the Contractor's equipment when parked or staged on Airport property. The Contractor is encouraged to keep all equipment and tools properly secured when parked or staged.

E. Safety and General Operating Procedures

All equipment owned and/or utilized by the Contractor shall be properly identified and maintained in a safe, sightly and usable condition at all times. Contractor auto vehicles shall be properly identified, and at a minimum, prominently display the company name and/or logo. The Authority shall have the right to cause the Contractor to remove any unsafe,

hazardous or unsightly equipment. The Authority shall have the right to require the Contractor to repair, replace or remove hazardous or unsightly equipment. The Contractor shall perform the work in a manner that does not create a safety hazard for Contractor employees, Authority employees, airport tenants or the public. The Contractor shall equip all vehicles and equipment for use under this Agreement with high visibility safety identification and warning lights, markings, signs or accessories required by federal, state or local laws, or as reasonably directed by the Authority. The Contractor shall issue to its employees, and employees shall wear at all times while performing services under this Agreement, high visibility safety identification garments and accessories required by federal, state or local laws, or as reasonably directed by the Authority.

The Contractor shall maintain and make available for inspection by the Authority on demand, all material safety data sheets (MSDS) for chemicals classified as hazardous materials used in the performance of services under this Agreement.

F. Work Schedule

After Contract award but prior to the commencement of work, a conference will be held with representatives of the Authority and the Contractor to discuss contractual obligations, procedures and work scheduling within the guidelines and parameters of this Agreement . The Contractor shall propose specific dates for the ongoing completion of each item of work. Upon approval of the Authority, this schedule shall be documented in writing and must be adhered to by the Contractor and may only be changed by mutual agreement of both parties.

G. Inspections and Deficiencies

Authority authorized representative(s) will be designated at the beginning of the

Agreement for the purpose of determining acceptability of the grounds maintenance services performed. The Authority's representative(s) shall also be responsible to act on the Authority's behalf in responding to Contractor concerns, complaints or other issues which may arise associated with the scope of services performed. Periodic inspections shall be conducted by the Authority to ensure compliance with the Agreement.

2. **DEFINITIONS**

A. Frequency of Performance Definitions

All work shall be done according to a mutually agreed time schedule, with approximately equal time intervals between work. Work is expected to be performed Monday through Friday between the hours of 6:00 a.m. and 8:00 p.m.

Daily. Work shall be performed each day (24-hour period, M-F).

Semi-weekly. Work shall be performed twice each week.

Weekly. Work shall be performed once each week (7-day period).

Semi-monthly. Work shall be performed twice each month.

Monthly. Work shall be performed once each month (30-day period).

As Required. Work shall be performed as soon as the need arises. (M-F)

Other. As mutually agreed to under the terms of this Agreement.

Upon request. Upon the request of the Authority (may be subject to additional fees not contained in this Agreement).

B. Other Definitions

Pavement Crack Grass. Any and all vegetation that grows in the joints and cracks of all pavements, sidewalk, parking lots and curb and gutter.

Flower or Plant Bed. A defined area consisting of ornamental vegetation, shrubs and ground cover plants and material.

Grass or turf. Botanically, any plant of the Gramenae family which is characterized by narrow leaves with parallel veins. The leaves are composed of blade, sheath, and ligule. The plants have jointed stems, fibrous roots, and inconspicuous flowers usually arranged in spikelets. For purposes of this Contract, the term "grass" is also used to mean all low-lying vegetation, including weeds that grow in lawns, grounds, and fields.

Grounds Maintenance. The agricultural maintenance practices required to provide disease and pest-free grasses having the appearance desired. This generally includes, but is not limited to, mowing, trimming/edging, policing of debris, fertilizing, raking, sweeping, and control of insects, diseases and weeds.

Grounds Maintenance Debris. Plant materials occurring naturally or residue from grounds maintenance work. This material includes branches, limbs, clippings, cuttings, trimmings, pruning, leaves, etc.

Plants. Perennial plants including trees, shrubs, vines, ground covers, and hedges.

Trash/Debris. Objects and litter that present obstacles to mowing and other grounds maintenance operations, or detract from good appearance of the grounds, including but not limited to paper, plastic, glass, cans, cardboard, wood, metal, rags and dead animals.

3. **SPECIFIC TASKS**

A. Mow and trim grass.

The Contractor shall mow all grass identified in **EXHIBIT A-1** on a weekly cycle to a uniform height. Grass shall be cut between 2 ½ and 3 inches unless a greater height is requested by the Authority. No more than seven (7) calendar days between mowing will be accepted unless due to adverse weather conditions, or unless specifically approved by the Authority. The Contractor shall mow all grass identified in **EXHIBIT A-2** on a ten (10) calendar day cycle to a uniform height. Grass shall be cut between 2 ½ and 3 inches unless a greater height is requested by the Authority. No more than ten (10) calendar days between mowing will be accepted unless due to adverse weather conditions, or unless specifically approved by the Authority. If adverse weather conditions occur, the Contractor may request permission from the Authority for an extension. Grass shall be cut uniformly to the edges of buildings, trees, shrubs, fences, poles, hydrants, parking bumpers, and other structures adjacent to or within grass area. Trimming shall be shall be accomplished to meet these standards in areas that are inaccessible to mowers. Excessive grass clippings (those piled above the cut grass level) shall be removed and properly disposed. Grass clippings on sidewalks and other paved areas shall be removed by blowing or sweeping. Grass clippings shall not remain on sidewalks, curbs, streets, or plant beds. Prior to mowing operations, the Contractor shall remove all debris. Grass/weeds shall be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot/bumpers, etc. No more than seven (7) calendar days between trimmings will be accepted for **EXHIBIT A-1** and No more than ten (10) calendar days between trimmings will be accepted for **EXHIBIT A-2**. Herbicides for trimming may be approved on a very limited area. Herbicide used shall be Roundup, or

other chemical approved by the Authority in advance. The Contractor shall follow all label requirements and not damage desirable plants. The area(s) that the herbicide is applied to shall not extend more than four (4) inches from the obstacle(s).

B. Edge Grass.

The Contractor shall edge grass/weeds adjacent to gutters, sidewalks, and driveways. Curbs shall be edged/trimmed to keep the grass from extending over the adjacent structure, but not cut back more than one and one-half (1½) inches. No more than seven (7) calendar days between edgings will be accepted for **EXHIBIT A-1** and No more than ten (10) calendar days between edgings will be accepted for **EXHIBIT A-2**. The appearance of this work shall be neat and uniformly aligned with the adjacent structure. Herbicides shall not be used for edging.

C. Application of Pre-emergent and Broadleaf herbicide.

The contractor shall apply an approved pre-emergent herbicide to grass areas defined in exhibit A-1 for control of crabgrass and other unwanted grasses no less than once annually. Irrigated areas in Exhibit A-1 shall have fertilizer applied no less than once annually.

C. Prevent growth of pavement crack grass.

Pavement crack grass and weeds shall be eliminated and prevented from growing in all streets, sidewalks, driveways, curbs, and parking lots on and around areas adjacent to those identified in **EXHIBIT A-1, A-2, B**, and Part 1.B of these Specifications. Pavement crack grass and weeds shall be eliminated with herbicide and the dead plants shall be removed manually or mechanically. This shall be accomplished weekly or as required. The Contractor shall hold a valid state of Kansas license/certificate in pesticide/herbicide use/application. The

Contractor is responsible for proper and safe use of chemicals in accordance with federal, state and local laws. All pesticides/herbicides to be used shall be approved in advance by the Authority.

D. Flower/Plant Beds.

The Contractor shall be responsible for cleaning and trimming shrubs and hedges, plant beds and planters, and removing weeds at the properties identified in Part 1.B of these specifications. This shall be a weekly requirement. All weeds shall be removed or eradicated manually, mechanically, or with the use of herbicides. If herbicides are used, the dead plant(s) shall also be removed manually or mechanically brought within standards of the immediate surrounding areas. All pesticides/herbicides to be used shall be approved in advance by the Authority. All beds shall have mulch added as required but not less than once annually.

E. Mowing of Native grass Beds

The contractor shall mow the areas defined in EXHIBIT A-2 three to four times per year at the request of the Authority. These times will be approximately early spring, June, and August with a late year mowing being possible. Mowing of native areas requires raking or collecting of the clippings on all mowing's except for the June mowing. Pricing for the Native mowing shall be per mowing.

E. Trash pick up.

The Contractor shall pick up, collect, and dispose of all trash and debris on a daily (Monday-Friday) basis. This includes the areas adjacent to the properties identified in Part 1.B of these Specifications and as identified in **EXHIBIT B**. This includes, but is not limited to, all grounds, rock beds, sidewalks, streets, plant beds, fence lines, and parking lots.

Trash/debris pick up shall be conducted daily between the hours of 6:00 a.m. and 11:00 a.m. All trash/debris shall be transported and disposed of in a location acceptable to the Authority. Debris or policed materials or particles must be prevented from becoming airborne from Contractor vehicles while being transported. Burning of any material by the Contractor on Airport Authority property is prohibited.

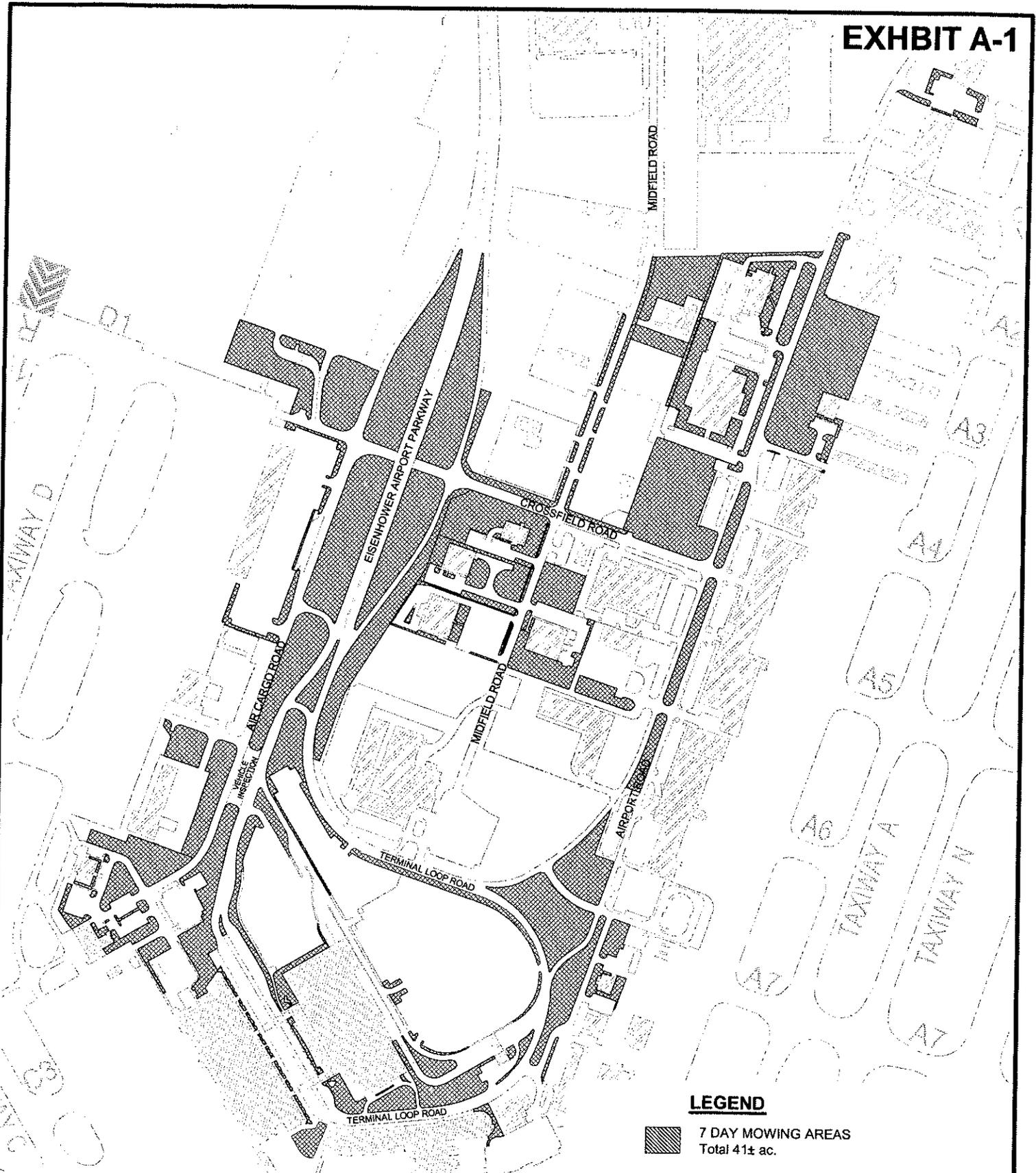
F. Trash Receptacles.

The Contractor shall check and empty the contents of the (4) identified exterior trash receptacles on a daily basis, (Monday-Friday). The Contractor shall provide suitable trash container liners acceptable to the Authority for these identified exterior trash receptacles.

G. Property Damage.

Precautions will be taken to prevent scalping, uneven mowing, rutting by equipment, and damage to turf, trees, shrubs and sprinkler system components. The Contractor shall repair or replace, within three (3) working days, all turf, shrubs, trees, sprinkler system components, signs, (traffic signs, stop and yield must be repaired in 4 hours) and other equipment, facilities or structures damaged during mowing operations. The Contractor shall be responsible for any remedial actions or repairs as a result of runoff or erosion problems caused by use of the herbicide. The Contractor is specifically advised to take all due precautions to not destroy or damage turf, cause rutting, or cause tracking of mud on paved surfaces when grounds are wet, especially in drainage and other low-lying areas.

End of Specifications Section



LEGEND

 7 DAY MOWING AREAS
Total 41± ac.

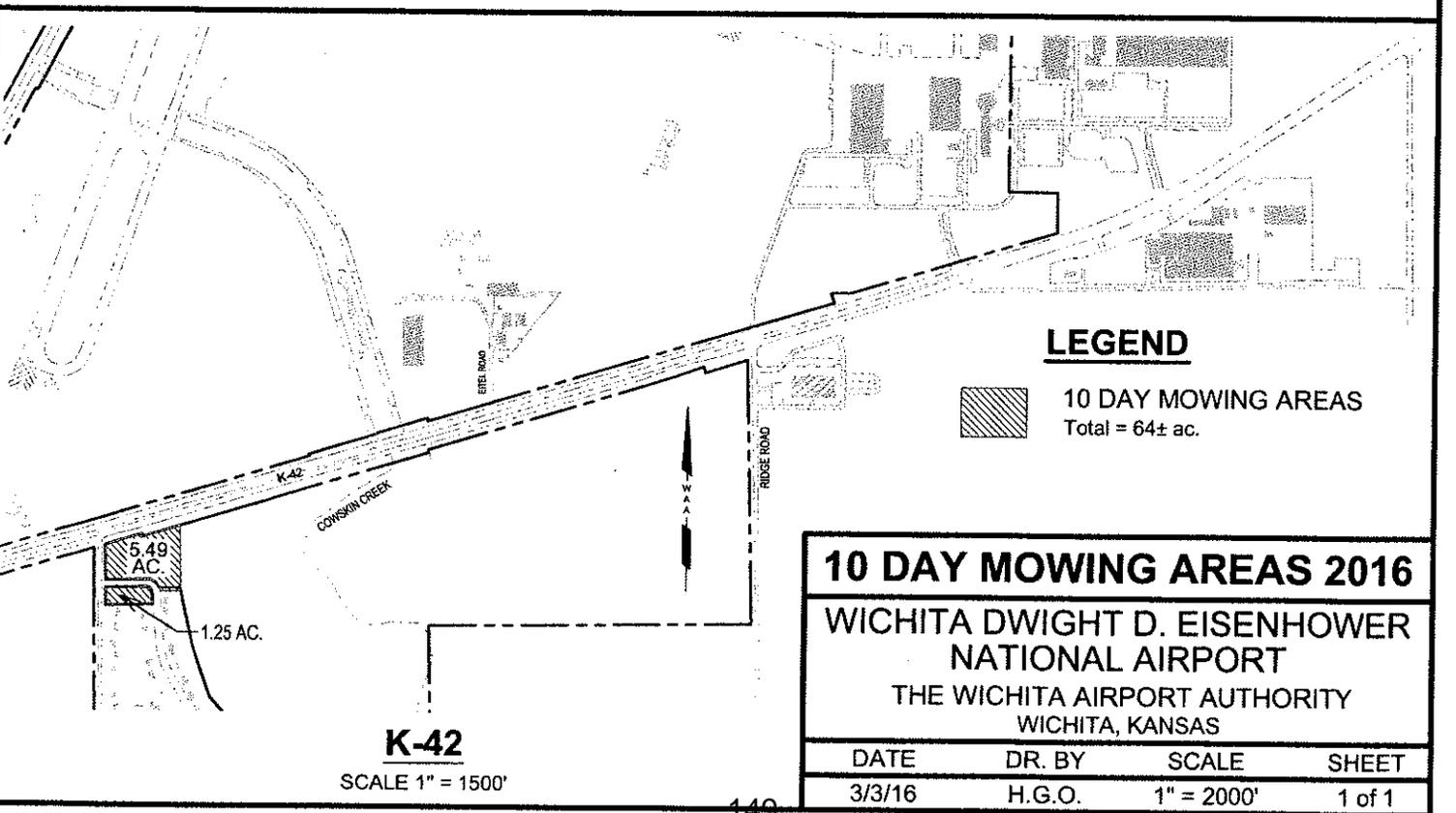
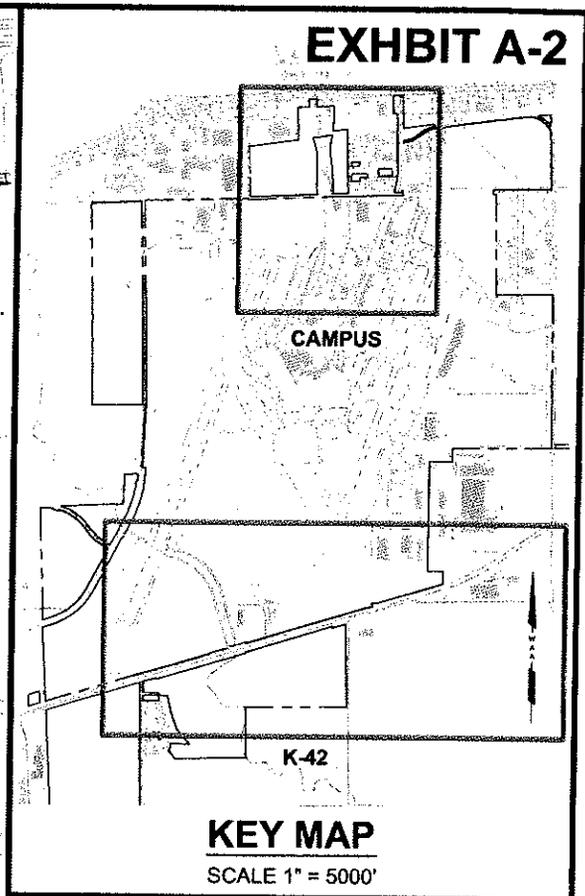
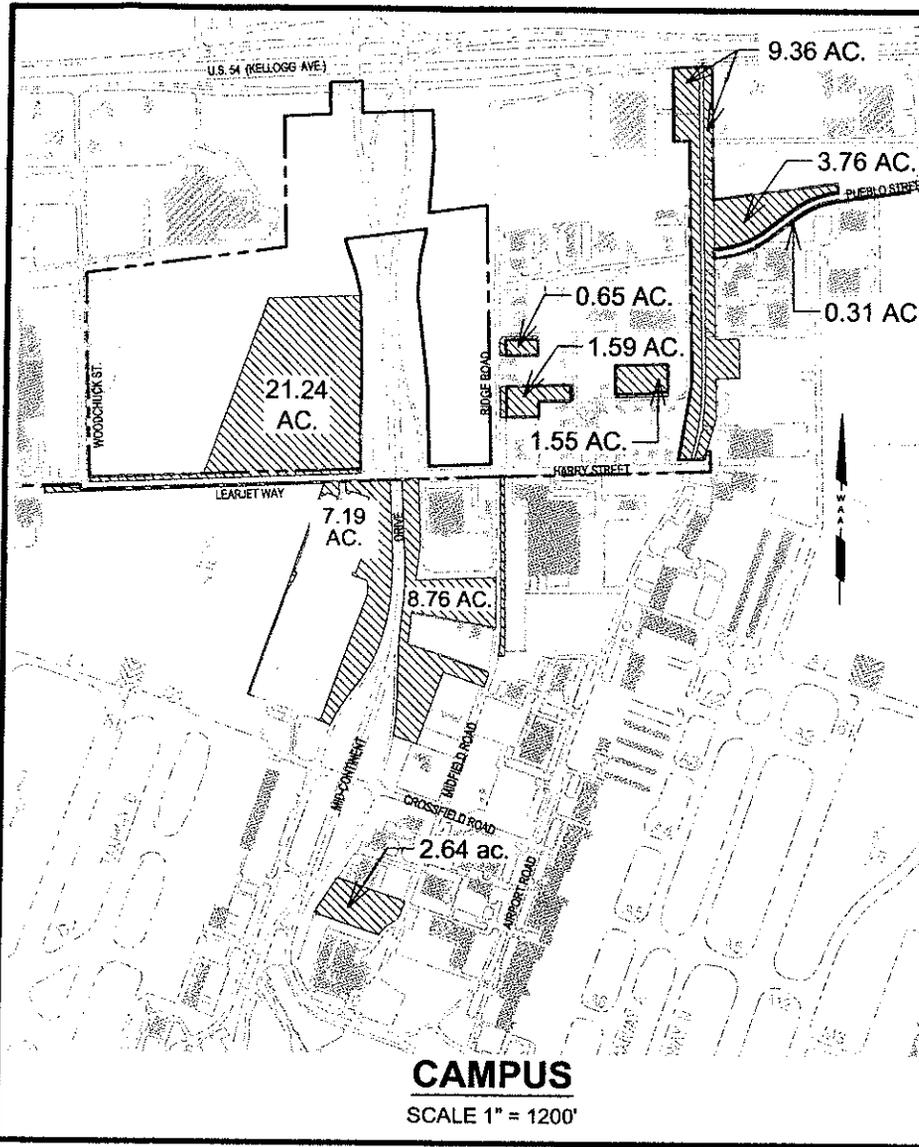
**2204 S.
TYLER ROAD**
WEST SIDE OF AIRPORT
SCALE 1" = 500'

MOWING AREAS 2016

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/3/16	H.G.O.	1" = 500'	1 of 1

EXHIBIT A-2



LEGEND

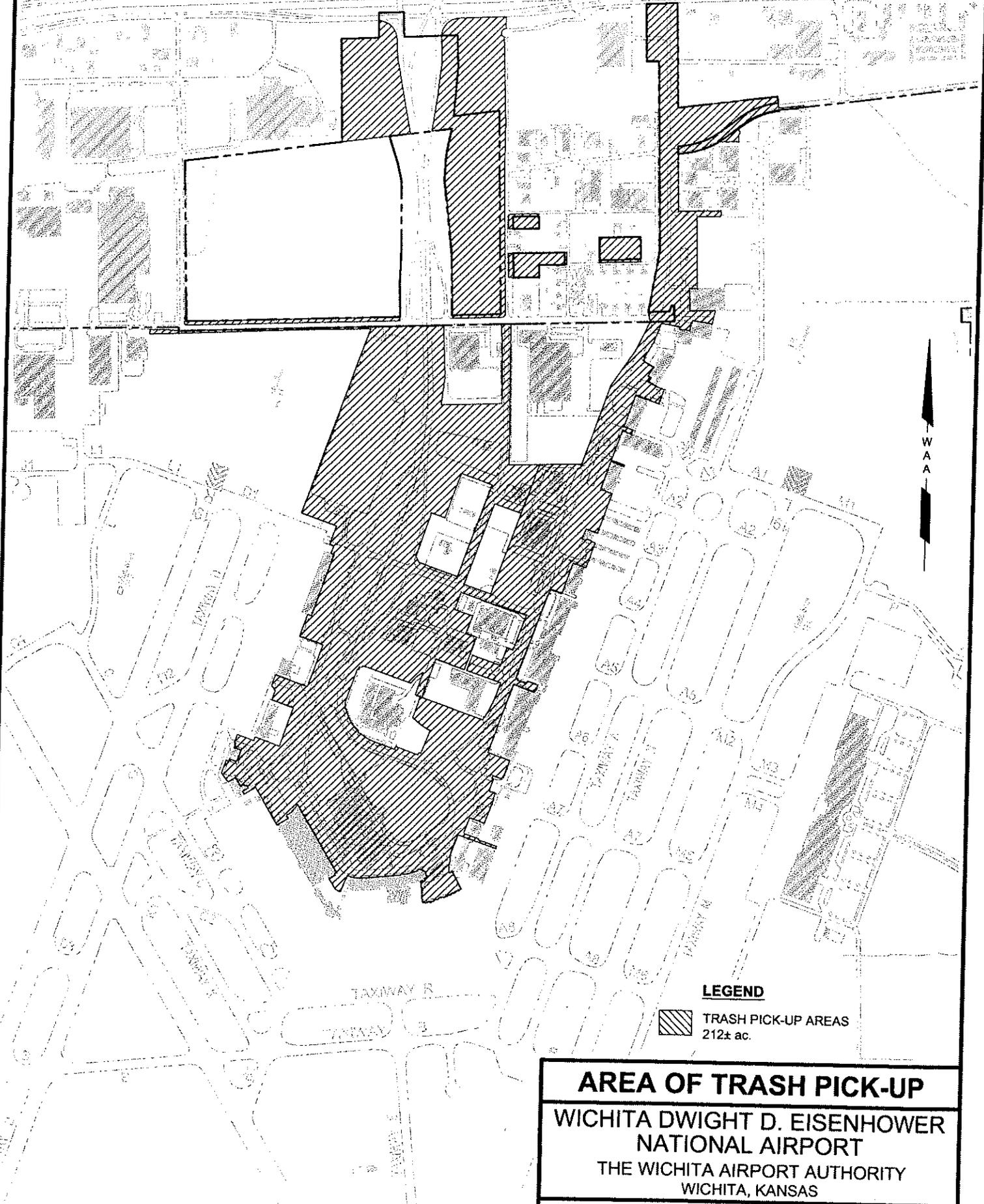
 10 DAY MOWING AREAS
Total = 64± ac.

10 DAY MOWING AREAS 2016

WICHITA DWIGHT D. EISENHOWER
NATIONAL AIRPORT
THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
3/3/16	H.G.O.	1" = 2000'	1 of 1

EXHIBIT B



LEGEND

 TRASH PICK-UP AREAS
212± ac.

AREA OF TRASH PICK-UP			
WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
1/28/16	H.G.O.	1" = 1000'	1 of 1

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