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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. June 23, 2015

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on June 16, 2015

II. CONSENT AGENDAS 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 June 22, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Kristin Hale	Ty's Diner**	928 West 2nd Street North
Christy Reddick	Dickey's Barbecue Pit #966**	2768 Maize Road #100
Liyong Chen	Kirin Court Corp**	511 South West
Deric Eubanks	Courtyard by Marriott**	820 East 2nd Street
<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Deric Eubanks	Courtyard by Marriott**	820 East 2nd Street

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contract:

- a. New Parking Controls – Market Street Parking Garage. (District I)

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

5. Change Order:

- a. Change Order No. 1 for the 2015 Utility Cut Repair Program.

RECOMMENDED ACTION: Approve the change orders and authorize the necessary signatures.

6. Minutes of Advisory Boards/Commissions

Joint Investment Committee, May 7, 2015
Board of Park Commissioners, May 11, 2015
Board of Appeals of Refrigeration, Air Conditioning, Warm Air Heating and Boiler, March 5th, 2015
Wichita Public Library, May 19, 2015

RECOMMENDED ACTION: Receive and file.

7. Funding for Neighborhood Water Main Replacement Projects. (Districts I, II, and V)

RECOMMENDED ACTION: Approve the revised budgets, adopt the amending resolutions and notices of intent, authorize the necessary signatures, and authorize the signing of encroachment and utility agreements as required.

8. Second Reading Ordinances: (First Read June 16, 2015)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

9. *VAC2015-00002 - Request to Vacate a Plat on Property Generally Located Midway Between 135th and 119th Streets West on the South Side of Pawnee Avenue. (District IV)

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

10. *VAC2015-00010 - Request to Vacate a Portion of Platted Front Setbacks on Multiple Lots on Property Generally Located West of the Wichita-Valley Center Floodway, South of Central Avenue and West of the Wayside Lane Intersections of Newell Street and Frazier Avenue. (District V)

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

11. *VAC2015-00011 - Request to Vacate a Platted Utility Easement on Property Generally Located on the East Side of Hydraulic Avenue and North of Central Avenue. (District I)

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

12. *VAC2015-00012 - Request to Vacate a Portion of Platted Complete Access Control on Property Generally Located Southwest of Sheridan and Central Avenues and East of the Intersection of Westridge Drive and Donna Avenue. (District VI)

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

13. *ZON2015-00017 – City Zone Change from Single-Family Residential SF-5 to Limited Commercial LC; Generally Located South of Harry Street on the West Side of South Webb Road. (District II)

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

14. *ZON2015-00018 – City Zone Change from LI Limited Industrial to CBD Central Business District on Property Generally Located South of Waterman Street and East of Commerce Street. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the requested zoning, subject to platting within a year (a simple majority vote) and instruct the Planning Department to forward the ordinance for first reading when the plat is completed.

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

15. *Platform Promotions, LLC and Plan It Green, Inc. - Grub and Groove Festival - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the Special Events License and authorize the necessary signatures.

16. *Wichita Airport Hotel, LLC Leasehold Mortgage - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the Wichita Airport Hotel, LLC Leasehold Mortgage to CrossFirst Bank, N.A.

17. *Supplemental Agreement No. 8 - AECOM Program Management and Construction Management Services - Air Capital Terminal 3 (ACT 3) Program.

RECOMMENDED ACTION: Approve Supplemental Agreement No. 8 with AECOM and authorize the necessary signatures.

18. **WAA Report of Board of Bids and Contracts dated June 22, 2015.*

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

Wichita, Kansas
June 22, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Amy Belcher, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry, Budget Analyst, Budget Office, Jason Brogden, Buyer, representing Purchasing, Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated June 15, 2015, were read and on motion approved.

Bids were opened June 19, 2015, pursuant to advertisements published on:

Kellogg, Cypress to Wiedemann (Kellogg, east of Rock) 54-87-KA-2382-01/472-85031

Defer one week

First and Second Street Bike Lanes (First and Second Street, Grove to Seneca) 87TE-0396-01/472-85108 (707051)

Defer one week

Lateral 431 Four Mile Creek Sewer, Woods North 3rd Addition, 468-84823 (744393)

Bids Rejected

Water Distribution System to serve Woods North 3rd Addition (south of 29th Street North, west of 127th Street East) (448-90556/735530/470203) Does not affect existing traffic. (District II)

McCullough Excavation - \$29,700.00

Lateral 15, Main 13, Sanitary Sewer #23 to serve Falcon Falls 6th Addition (north of 45th Street North, west of Hillside) (468-84999/744382/480074) Does not affect existing traffic. (District I)

McCullough Excavation -\$162,780.00

2015 Outsourced Pavement Preservation Program Street Repairs Phase 3 (Various Locations) (472-85227/132726/636246/620701/133116/132726/771633/664006/133116) Traffic to be maintained during construction using flag persons and barricades. (District II)

Barkley Construction* - \$186,550.00 *Engineer's Estimate

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

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

PUBLIC WORKS AND UTILITIES DEPARTMENT/MAINTENANCE DIVISION: Traffic Signs.

Vulcan Signs* - \$239,909.70

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

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: June 22, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER

June 19, 2015

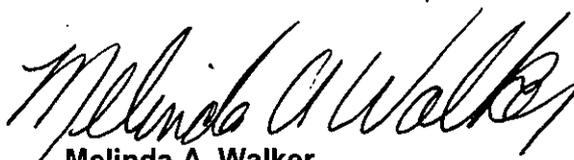
Kellogg, Cypress to Wiedemann (Kellogg, east of Rock Road) – Public Works & Utilities		
Department/Engineering Division	(Defer to June 29, 2015) (Pending KDOT Approval)	
First and Second Street Bike Lanes (First and Second Street, Grove to Seneca) – Public Works & Utilities		
Department/Engineering Division	(Defer to June 29, 2015) (Pending KDOT Approval)	
Lateral 431 Four Mile Creek Sewer to serve Woods North 3 rd Addition – Public Works & Utilities		
Department/Engineering Division	(All Bids Rejected)	
Water Distribution System to serve Woods North 3 rd Addition – Public Works & Utilities		
Department/Engineering Division		
McCullough Excavation		\$29,700.00
Lateral 15, Main 13, Sanitary Sewer #23 to serve Falcon Falls 6 th Addition – Public Works & Utilities		
Department/Engineering Division		
McCullough Excavation		\$162,780.00
2015 OP3 Street Repairs Phase 3 (Various Locations) – Public Works & Utilities Department/Engineering Div.		
Barkley Construction	(Engineer's Estimate)	\$186,550.00

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER

June 19, 2015

Traffic Signs – Public Works & Utilities Department/Maintenance Division		
Vulcan Signs	(See Exhibit B for Itemized Pricing in the Formal Bid Report)	\$239,909.70

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


Melinda A. Walker
Purchasing Manager

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - June 12, 2015

RQ540496/RQ540497/RQ540498/RQ540499

FB540081		Engineer's Construction Estimate	Wildcat Construction	United Koss Group	Kansas Paving Company
Kellogg, Cypress to Wiedemann			\$79,108,062.03	\$98,316,302.83	
	BID BOND		X	X	
(Kellogg, east of Rock)	ADDENDA	7	X	X	
54-87-KA-2382-01/472-85031					
		Engineer's Construction Estimate	Central Paving	Dondlinger & Sons	Wildcat Construction
Kellogg, Cypress to Wiedemann					
	BID BOND				
(Kellogg, east of Rock)	ADDENDA	7			
54-87-KA-2382-01/472-85031					
		Engineer's Construction Estimate			
Kellogg, Cypress to Wiedemann					
	BID BOND				
(Kellogg, east of Rock)	ADDENDA	7			
54-87-KA-2382-01/472-85031					
		Engineer's Construction Estimate			
Kellogg, Cypress to Wiedemann					
	BID BOND				
(Kellogg, east of Rock)	ADDENDA	7			
54-87-KA-2382-01/472-85031					
DEFER 1 WEEK PENDING KDOT APPROVAL					

CHECKED BY: HP

REVIEWED BY: ST

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - June 19, 2015

RQ540541

FB540087		Engineer's Construction Estimate	Kansas Paving Company	Traffic Control Services Inc.	Comejo & Sons, LLC
First and Second Street Bike Lanes			\$700,977.50	\$583,697.85	
(First and Second Street, Grove to Seneca)	BID BOND		X	X	
	ADDENDA	0			
87TE-0396-01/472-85108 (707051)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
First and Second Street Bike Lanes					
(First and Second Street, Grove to Seneca)	BID BOND				
	ADDENDA	0			
87TE-0396-01/472-85108 (707051)					
		Engineer's Construction Estimate			
First and Second Street Bike Lanes					
(First and Second Street, Grove to Seneca)	BID BOND				
	ADDENDA	0			
87TE-0396-01/472-85108 (707051)					
		Engineer's Construction Estimate			
First and Second Street Bike Lanes					
(First and Second Street, Grove to Seneca)	BID BOND				
	ADDENDA	0			
87TE-0396-01/472-85108 (707051)					
DEFER 1 WEEK PENDING KDOT APPROVAL					

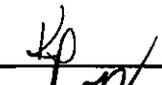
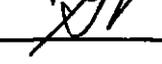
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 REVIEWED BY: *SM*

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - June 19, 2015

RQ540651

FB540109		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 431 Four Mile Creek Sewer			\$225,957.30	\$204,765.00	\$198,286.00
Woods North 3rd Addition	BID BOND				
468-84823	ADDENDA	3			
(744393)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 431 Four Mile Creek Sewer			\$173,659.00	\$177,789.00	
Woods North 3rd Addition	BID BOND				
468-84823	ADDENDA	3			
(744393)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 431 Four Mile Creek Sewer					
Woods North 3rd Addition	BID BOND				
468-84823	ADDENDA	3			
(744393)					
		Engineer's Construction Estimate			
Lateral 431 Four Mile Creek Sewer					
Woods North 3rd Addition	BID BOND				
468-84823	ADDENDA	3			
(744393)					
REJECT BIDS					

CHECKED BY: 
 REVIEWED BY: 

WATER BID TABULATION SUMMARY

BOARD OF BIDS - June 19, 2015

RQ540650

FB540108		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		\$41,553.00	\$36,590.00	\$36,049.00	\$36,677.00
Woods North 3rd Addition	BID BOND				
448-90556	ADDENDA	0			
(735530)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System		\$41,553.00	\$29,700.00	\$34,762.00	\$33,454.50
Woods North 3rd Addition	BID BOND				
448-90556	ADDENDA	0			
(735530)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System		\$41,553.00			
Woods North 3rd Addition	BID BOND				
448-90556	ADDENDA	0			
(735530)					
		Engineer's Construction Estimate			
Water Distribution System		\$41,553.00			
Woods North 3rd Addition	BID BOND				
448-90556	ADDENDA	0			
(735530)					

CHECKED BY:
 REVIEWED BY:

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - June 19, 2015

RQ540652

FB540110		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 15, Main 13, Sanitary Sewer #23		\$200,281.00		\$211,041.00	\$256,069.00
Falcon Falls 6th Addition	BID BOND				
468-84999	ADDENDA	2			
(744382)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 15, Main 13, Sanitary Sewer #23		\$200,281.00	\$162,780.00	\$189,825.00	
Falcon Falls 6th Addition	BID BOND				
468-84999	ADDENDA	2			
(744382)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 15, Main 13, Sanitary Sewer #23		\$200,281.00			
Falcon Falls 6th Addition	BID BOND				
468-84999	ADDENDA	2			
(744382)					
		Engineer's Construction Estimate			
Lateral 15, Main 13, Sanitary Sewer #23		\$200,281.00			
Falcon Falls 6th Addition	BID BOND				
468-84999	ADDENDA	2			
(744382)					

CHECKED BY: RP
 REVIEWED BY: SA

PAVING BID TABULATION SUMMARY

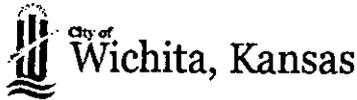
BOARD OF BIDS - June 19, 2015

RQ540657

FB540111		Engineer's Construction Estimate	APAC - Kansas Inc	Barkley Construction	PPJ Construction Inc.
2015 OP3 Street Repairs Phase 3		\$186,550.00	\$134,050.00	\$126,182.00	\$152,280.00
	BID BOND				X
(Various Locations)	ADDENDA	1			X
472-85227 (132726/636246/620701/133116)					
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	
2015 OP3 Street Repairs Phase 3		\$186,550.00			
	BID BOND				
(Various Locations)	ADDENDA	1			
472-85227 (132726/636246/620701/133116)					
		Engineer's Construction Estimate			
2015 OP3 Street Repairs Phase 3		\$186,550.00			
	BID BOND				
(Various Locations)	ADDENDA	1			
472-85227 (132726/636246/620701/133116)					
		Engineer's Construction Estimate			
2015 OP3 Street Repairs Phase 3		\$186,550.00			
	BID BOND				
(Various Locations)	ADDENDA	1			
472-85227 (132726/636246/620701/133116)					
CONTRACT AWARDED FOR ENGINEER'S ESTIMATE \$186,550.00					

CHECKED BY: 

REVIEWED BY: 



BID RESULTS

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

Vendor Group Line
Solicitation: FB540099 **Traffic Signs** **Close Date/Time:** 6/19/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Maintenance Division **Responses:** 6

Vendors	Complete	Bid Total	City Comments
VULCAN SIGNS	Complete	\$239,909.70	Award 6/23/2015 Public Works & Utilities Department/Maintenance Division
OSBURN ASSOCIATES INC	Complete	\$258,710.55	
NEWMAN SIGNS INC	Complete	\$294,798.70	
LIGHTLE ENTERPRISES OF OHIO, LLC	Complete	\$317,660.40	
ROCAL INC	Complete	\$328,431.10	
LOWEN CORPORATION	Partial	\$407,017.80	

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BID RESULTS

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

Vendor Group Line
Solicitation: FB540099 **Traffic Signs** **Close Date/Time:** 6/19/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Public Works Maintenance Division **Responses:** 6
Go to:

Line 001 | 18" R1-1 STOP HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$8.3200	\$416.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$8.4500	\$422.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$10.4900	\$524.50	Complete	
ROCAL INC	50	Each	\$10.8500	\$542.50	Complete	
NEWMAN SIGNS INC	50	Each	\$12.9100	\$645.50	Complete	.080 Ga HIP W/R
LOWEN CORPORATION	50	Each	\$17.4200	\$871.00	Complete	

Line 002 | 30" R1-1 STOP HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	650	Each	\$21.5600	\$14,014.00	Complete	
OSBURN ASSOCIATES INC	650	Each	\$23.4500	\$15,242.50	Complete	
NEWMAN SIGNS INC	650	Each	\$24.6800	\$16,042.00	Complete	.080 Ga HIP W/R
LIGHTLE ENTERPRISES OF OHIO, LLC	650	Each	\$25.8400	\$16,796.00	Complete	
ROCAL INC	650	Each	\$30.1300	\$19,584.50	Complete	
LOWEN CORPORATION	650	Each	\$36.4100	\$23,666.50	Complete	

Line 003 | 36" R1-1 STOP HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	350	Each	\$33.7500	\$11,812.50	Complete	
VULCAN SIGNS	350	Each	\$34.8000	\$12,180.00	Complete	
NEWMAN SIGNS INC	350	Each	\$40.8000	\$14,280.00	Complete	.100 Ga HIP W/R

LIGHTLE ENTERPRISES OF OHIO, LLC	350	Each	\$41.5000	\$14,525.00	Complete
ROCAL INC	350	Each	\$47.8800	\$16,758.00	Complete
LOWEN CORPORATION	350	Each	\$58.7300	\$20,555.50	Complete

Line 004 | 36" R1-2 YIELD HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	15	Each	\$15.2800	\$229.20	Complete	
OSBURN ASSOCIATES INC	15	Each	\$17.5500	\$263.25	Complete	
NEWMAN SIGNS INC	15	Each	\$19.0400	\$285.60	Complete	.080 Ga HIP R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	15	Each	\$20.9700	\$314.55	Complete	
ROCAL INC	15	Each	\$22.7500	\$341.25	Complete	
LOWEN CORPORATION	15	Each	\$58.7300	\$880.95	Complete	

Line 005 | 18" X 6" R1-4 ALL WAY HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	25	Each	\$2.9300	\$73.25	Complete	
VULCAN SIGNS	25	Each	\$3.2000	\$80.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$3.5000	\$87.50	Complete	
ROCAL INC	25	Each	\$5.6200	\$140.50	Complete	
NEWMAN SIGNS INC	25	Each	\$7.0100	\$175.25	Complete	.080 Ga HIP W/R
LOWEN CORPORATION	25	Each	\$7.5600	\$189.00	Complete	

Line 006 | 24" X 30" R2-1-30 SPEED LIMIT 30 HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$17.2000	\$1,720.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$19.5000	\$1,950.00	Complete	
NEWMAN SIGNS INC	100	Each	\$20.6500	\$2,065.00	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$23.3000	\$2,330.00	Complete	
ROCAL INC	100	Each	\$24.1000	\$2,410.00	Complete	
LOWEN CORPORATION	100	Each	\$31.6200	\$3,162.00	Complete	

Line 007 | 30" X 36" R2-1-30 SPEED LIMIT 30 HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost		
VULCAN SIGNS	100	Each	\$25.8000	\$2,580.00	Complete	
NEWMAN SIGNS INC	100	Each	\$28.6700	\$2,867.00	Complete	.080 Ga HIP B/W
OSBURN ASSOCIATES INC	100	Each	\$29.2500	\$2,925.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$34.9500	\$3,495.00	Complete	
ROCAL INC	100	Each	\$36.1500	\$3,615.00	Complete	
LOWEN CORPORATION	100	Each	\$46.5700	\$4,657.00	Complete	

Line 008 | 24" X 30" R2-1-35 SPEED LIMIT 35 HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	150	Each	\$17.2000	\$2,580.00	Complete	
OSBURN ASSOCIATES INC	150	Each	\$19.5000	\$2,925.00	Complete	
NEWMAN SIGNS INC	150	Each	\$20.6500	\$3,097.50	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	150	Each	\$23.3000	\$3,495.00	Complete	
ROCAL INC	150	Each	\$24.1000	\$3,615.00	Complete	
LOWEN CORPORATION	150	Each	\$31.6200	\$4,743.00	Complete	

Line 009 | 30" X 36" R2-1-35 SPEED LIMIT 35 HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	300	Each	\$25.8000	\$7,740.00	Complete	
NEWMAN SIGNS INC	300	Each	\$28.6700	\$8,601.00	Complete	.080 Ga HIP B/W
OSBURN ASSOCIATES INC	300	Each	\$29.2500	\$8,775.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	300	Each	\$34.9500	\$10,485.00	Complete	
ROCAL INC	300	Each	\$36.1500	\$10,845.00	Complete	
LOWEN CORPORATION	300	Each	\$46.5700	\$13,971.00	Complete	

Line 010 | 24" X 30" R2-1-40 SPEED LIMIT 40 HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$17.2000	\$1,720.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$19.5000	\$1,950.00	Complete	
NEWMAN SIGNS INC	100	Each	\$20.6500	\$2,065.00	Complete	.080 Ga HIP B/W

LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$23.3000	\$2,330.00	Complete
ROCAL INC	100	Each	\$24.1000	\$2,410.00	Complete
LOWEN CORPORATION	100	Each	\$31.6200	\$3,162.00	Complete

Line 011 | 30" X 36" R2-1-40 SPEED LIMIT 40 HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$25.8000	\$2,580.00	Complete	
NEWMAN SIGNS INC	100	Each	\$28.6700	\$2,867.00	Complete	.080 Ga HIP B/W
OSBURN ASSOCIATES INC	100	Each	\$29.2500	\$2,925.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$34.9500	\$3,495.00	Complete	
ROCAL INC	100	Each	\$36.1500	\$3,615.00	Complete	
LOWEN CORPORATION	100	Each	\$46.5700	\$4,657.00	Complete	

Line 012 | 30" X 36" R2-1-50 SPEED LIMIT 50 HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga HIP B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 013 | 24" X 30" R2-1 SPEED LIMIT "BLANK" HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	25	Each	\$17.2000	\$430.00	Complete	
OSBURN ASSOCIATES INC	25	Each	\$19.5000	\$487.50	Complete	
NEWMAN SIGNS INC	25	Each	\$20.6500	\$516.25	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$23.3000	\$582.50	Complete	
ROCAL INC	25	Each	\$24.1000	\$602.50	Complete	
LOWEN CORPORATION	25	Each	\$31.6200	\$790.50	Complete	

Line 014 | 30" X 36" R2-1 SPEED LIMIT "BLANK" HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost		
VULCAN SIGNS	25	Each	\$25.8000	\$645.00	Complete	
NEWMAN SIGNS INC	25	Each	\$28.6700	\$716.75	Complete	.080 Ga HIP B/W
OSBURN ASSOCIATES INC	25	Each	\$29.2500	\$731.25	Complete	
LOWEN CORPORATION	25	Each	\$31.6200	\$790.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$34.9500	\$873.75	Complete	
ROCAL INC	25	Each	\$36.1500	\$903.75	Complete	

Line 015 | 24" X 24" R3-2 NO LEFT TURN (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$14.3200	\$716.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$15.6000	\$780.00	Complete	
NEWMAN SIGNS INC	50	Each	\$18.2400	\$912.00	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$18.6400	\$932.00	Complete	
ROCAL INC	50	Each	\$21.2800	\$1,064.00	Complete	
LOWEN CORPORATION	50	Each	\$29.3400	\$1,467.00	Complete	

Line 016 | 36" X 36" R3-7R RIGHT LANE MUST TURN RIGHT HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	100	Each	\$35.1000	\$3,510.00	Complete	
VULCAN SIGNS	100	Each	\$35.2800	\$3,528.00	Complete	
NEWMAN SIGNS INC	100	Each	\$40.3000	\$4,030.00	Complete	.100 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$41.9400	\$4,194.00	Complete	
ROCAL INC	100	Each	\$47.8800	\$4,788.00	Complete	
LOWEN CORPORATION	100	Each	\$58.7300	\$5,873.00	Complete	

Line 017 | 36" X 36" R3-7L LEFT LANE MUST TURN LEFT HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	10	Each	\$35.1000	\$351.00	Complete	
VULCAN SIGNS	10	Each	\$35.2800	\$352.80	Complete	
NEWMAN SIGNS INC	10	Each	\$40.3000	\$403.00	Complete	.100 Ga HIP B/W

LIGHTLE ENTERPRISES OF OHIO, LLC	10	Each	\$41.9400	\$419.40	Complete
ROCAL INC	10	Each	\$47.8800	\$478.80	Complete
LOWEN CORPORATION	10	Each	\$58.7300	\$587.30	Complete

Line 018 | 24" X 36" R3-9B CENTER LANE DUAL LEFT HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	250	Each	\$20.6400	\$5,160.00	Complete	
OSBURN ASSOCIATES INC	250	Each	\$23.4000	\$5,850.00	Complete	
NEWMAN SIGNS INC	250	Each	\$23.8400	\$5,960.00	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	250	Each	\$27.9600	\$6,990.00	Complete	
ROCAL INC	250	Each	\$28.9200	\$7,230.00	Complete	
LOWEN CORPORATION	250	Each	\$38.1400	\$9,535.00	Complete	

Line 019 | 24" X 30" R4-7 KEEP RIGHT (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	300	Each	\$17.2000	\$5,160.00	Complete	
OSBURN ASSOCIATES INC	300	Each	\$19.5000	\$5,850.00	Complete	
NEWMAN SIGNS INC	300	Each	\$20.6500	\$6,195.00	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	300	Each	\$23.3000	\$6,990.00	Complete	
ROCAL INC	300	Each	\$24.1000	\$7,230.00	Complete	
LOWEN CORPORATION	300	Each	\$31.6200	\$9,486.00	Complete	

Line 020 | 36" X 36" R5-I DO NOT ENTER HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	100	Each	\$35.1000	\$3,510.00	Complete	
VULCAN SIGNS	100	Each	\$35.2800	\$3,528.00	Complete	
NEWMAN SIGNS INC	100	Each	\$40.3000	\$4,030.00	Complete	.100 Ga HIP R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$41.9400	\$4,194.00	Complete	
ROCAL INC	100	Each	\$47.8800	\$4,788.00	Complete	
LOWEN CORPORATION	100	Each	\$58.7300	\$5,873.00	Complete	

Line 021 | 36" X 24" R5-IA WRONG WAY HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost		
VULCAN SIGNS	25	Each	\$20.6400	\$516.00	Complete	
OSBURN ASSOCIATES INC	25	Each	\$23.4000	\$585.00	Complete	
NEWMAN SIGNS INC	25	Each	\$23.8400	\$596.00	Complete	.080 Ga HIP R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$27.9600	\$699.00	Complete	
ROCAL INC	25	Each	\$28.9200	\$723.00	Complete	
LOWEN CORPORATION	25	Each	\$36.0400	\$901.00	Complete	

Line 022 | 24" X 24" R5-2 NO TRUCK (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	15	Each	\$14.3200	\$214.80	Complete	
OSBURN ASSOCIATES INC	15	Each	\$15.6000	\$234.00	Complete	
NEWMAN SIGNS INC	15	Each	\$18.2400	\$273.60	Complete	.080 Ga HIP B/R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	15	Each	\$18.6400	\$279.60	Complete	
ROCAL INC	15	Each	\$19.2800	\$289.20	Complete	
LOWEN CORPORATION	15	Each	\$29.3400	\$440.10	Complete	

Line 023 | 36" X 12" R6-1 R ONE WAY (RIGHT) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	250	Each	\$10.3200	\$2,580.00	Complete	
OSBURN ASSOCIATES INC	250	Each	\$11.7000	\$2,925.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	250	Each	\$13.9800	\$3,495.00	Complete	
NEWMAN SIGNS INC	250	Each	\$14.2200	\$3,555.00	Complete	.080 Ga HIP B/W
ROCAL INC	250	Each	\$14.4600	\$3,615.00	Complete	
LOWEN CORPORATION	250	Each	\$20.5900	\$5,147.50	Complete	

Line 024 | 36" X 12" R6-1 L ONE WAY (LEFT) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	250	Each	\$10.3200	\$2,580.00	Complete	
OSBURN ASSOCIATES INC	250	Each	\$11.7000	\$2,925.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	250	Each	\$13.9800	\$3,495.00	Complete	

NEWMAN SIGNS INC	250	Each	\$14.2200	\$3,555.00	Complete	.080 Ga HIP B/W
ROCAL INC	250	Each	\$14.4600	\$3,615.00	Complete	
LOWEN CORPORATION	250	Each	\$20.5900	\$5,147.50	Complete	

Line 025 | 54" X 18" R6-1 R ONE WAY (RIGHT) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	25	Each	\$23.2200	\$580.50	Complete	
OSBURN ASSOCIATES INC	25	Each	\$26.3300	\$658.25	Complete	
NEWMAN SIGNS INC	25	Each	\$27.6000	\$690.00	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$31.4600	\$786.50	Complete	
ROCAL INC	25	Each	\$32.5400	\$813.50	Complete	
LOWEN CORPORATION	25	Each	\$40.9200	\$1,023.00	Complete	

Line 026 | 54" X 18" R6-1 L ONE WAY (LEFT) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	25	Each	\$23.2200	\$580.50	Complete	
OSBURN ASSOCIATES INC	25	Each	\$26.3300	\$658.25	Complete	
NEWMAN SIGNS INC	25	Each	\$27.6000	\$690.00	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$31.4600	\$786.50	Complete	
ROCAL INC	25	Each	\$32.5400	\$813.50	Complete	
LOWEN CORPORATION	25	Each	\$40.9200	\$1,023.00	Complete	

Line 027 | 12" X 18" R7-1D NO PARKING ANYTIME DOUBLE ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	400	Each	\$5.4500	\$2,180.00	Complete	
OSBURN ASSOCIATES INC	400	Each	\$5.8500	\$2,340.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	400	Each	\$6.9900	\$2,796.00	Complete	
ROCAL INC	400	Each	\$7.2300	\$2,892.00	Complete	
NEWMAN SIGNS INC	400	Each	\$9.5600	\$3,824.00	Complete	.080 Ga HIP R/W
LOWEN CORPORATION	400	Each	\$13.1600	\$5,264.00	Complete	

Line 028 | 12" X 18" R7-1L NO PARKING ANYTIME LEFT ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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VULCAN SIGNS	200	Each	\$5.4500	\$1,090.00	Complete	
OSBURN ASSOCIATES INC	200	Each	\$5.8500	\$1,170.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	200	Each	\$6.9900	\$1,398.00	Complete	
ROCAL INC	200	Each	\$7.2300	\$1,446.00	Complete	
NEWMAN SIGNS INC	200	Each	\$9.5600	\$1,912.00	Complete	.080 Ga HIP R/W
LOWEN CORPORATION	200	Each	\$13.1600	\$2,632.00	Complete	

Line 029 | 12" X 18" R7-1R NO PARKING ANYTIME RIGHT ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	200	Each	\$5.4500	\$1,090.00	Complete	
OSBURN ASSOCIATES INC	200	Each	\$5.8500	\$1,170.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	200	Each	\$6.9900	\$1,398.00	Complete	
ROCAL INC	200	Each	\$7.2300	\$1,446.00	Complete	
NEWMAN SIGNS INC	200	Each	\$9.5600	\$1,912.00	Complete	.080 Ga HIP R/W
LOWEN CORPORATION	200	Each	\$13.1600	\$2,632.00	Complete	

Line 030 | 12" X 18" R7-8 RESERVED PARKING WITH HANDICAP SYMBOL HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$5.8100	\$290.50	Complete	
OSBURN ASSOCIATES INC	50	Each	\$5.8500	\$292.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$6.9900	\$349.50	Complete	
ROCAL INC	50	Each	\$7.2300	\$361.50	Complete	
NEWMAN SIGNS INC	50	Each	\$10.3300	\$516.50	Complete	.080 Ga HIP BL/G/W
LOWEN CORPORATION	50	Each	\$14.8500	\$742.50	Complete	

Line 031 | 12" X 24" R7-107a NO PARKING BUS STOP (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	200	Each	\$7.7600	\$1,552.00	Complete	
OSBURN ASSOCIATES INC	200	Each	\$7.8000	\$1,560.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	200	Each	\$9.3200	\$1,864.00	Complete	
ROCAL INC	200	Each	\$9.6400	\$1,928.00	Complete	

NEWMAN SIGNS INC	200	Each	\$11.8100	\$2,362.00	Complete	.080 Ga HIP B/R/W
LOWEN CORPORATION	200	Each	\$18.0000	\$3,600.00	Complete	

Line 032 | 12" X 18" R7-108 (1)B ONE HOUR PARKING (BLANK) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$5.4500	\$272.50	Complete	
OSBURN ASSOCIATES INC	50	Each	\$5.8500	\$292.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$6.9900	\$349.50	Complete	
ROCAL INC	50	Each	\$7.2300	\$361.50	Complete	
NEWMAN SIGNS INC	50	Each	\$9.5600	\$478.00	Complete	.080 Ga HIP G/W
LOWEN CORPORATION	50	Each	\$13.1600	\$658.00	Complete	

Line 033 | 12" X 18" R7-108 (2)B TWO HOUR PARKING (BLANK) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$5.4500	\$545.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$5.8500	\$585.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$6.9900	\$699.00	Complete	
ROCAL INC	100	Each	\$7.2300	\$723.00	Complete	
NEWMAN SIGNS INC	100	Each	\$9.5600	\$956.00	Complete	.080 Ga HIP G/W
LOWEN CORPORATION	100	Each	\$13.1600	\$1,316.00	Complete	

Line 034 | 24" X 24" R8-3A NO PARKING (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	25	Each	\$14.3200	\$358.00	Complete	
OSBURN ASSOCIATES INC	25	Each	\$15.6000	\$390.00	Complete	
NEWMAN SIGNS INC	25	Each	\$18.2400	\$456.00	Complete	.080 Ga HIP B/R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$18.6400	\$466.00	Complete	
ROCAL INC	25	Each	\$19.2800	\$482.00	Complete	
LOWEN CORPORATION	25	Each	\$29.3400	\$733.50	Complete	

Line 035 | 12" X 15" R10-3e COUNT-DOWN PED LEFT ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$4.8800	\$244.00	Complete	

LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$5.8500	\$292.50	Complete	
ROCAL INC	50	Each	\$6.0300	\$301.50	Complete	
VULCAN SIGNS	50	Each	\$6.3000	\$315.00	Complete	
NEWMAN SIGNS INC	50	Each	\$8.3900	\$419.50	Complete	9X15 .080 Ga HIP B/O/W
LOWEN CORPORATION	50	Each	\$12.6100	\$630.50	Complete	

Line 036 | 12" X 15" R10-3e COUNT-DOWN PED RIGHT ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$4.8800	\$244.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$5.8500	\$292.50	Complete	
ROCAL INC	50	Each	\$6.0300	\$301.50	Complete	
VULCAN SIGNS	50	Each	\$6.3000	\$315.00	Complete	
NEWMAN SIGNS INC	50	Each	\$8.3900	\$419.50	Complete	9X15 .080 Ga HIP B/O/W
LOWEN CORPORATION	50	Each	\$12.6100	\$630.50	Complete	

Line 037 | 30" X 36" R10-12 LEFT TURN YIELD ON GREEN HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$26.1900	\$2,619.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$29.2500	\$2,925.00	Complete	
NEWMAN SIGNS INC	100	Each	\$32.0800	\$3,208.00	Complete	.080 Ga HIP B/G/W
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$34.9500	\$3,495.00	Complete	
ROCAL INC	100	Each	\$36.1500	\$3,615.00	Complete	
LOWEN CORPORATION	100	Each	\$54.8500	\$5,485.00	Complete	

Line 038 | 18" X 18" OMI-3 YELLOW DIAMOND (PLAIN) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	600	Each	\$8.1500	\$4,890.00	Complete	
OSBURN ASSOCIATES INC	600	Each	\$8.7800	\$5,268.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	600	Each	\$10.4900	\$6,294.00	Complete	
NEWMAN SIGNS INC	600	Each	\$10.7200	\$6,432.00	Complete	.080 Ga HIP YELLOW NAME IN BORDER??

ROCAL INC	600	Each	\$10.8500	\$6,510.00	Complete
LOWEN CORPORATION	600	Each	\$12.9400	\$7,764.00	Complete

Line 039 | 12" X 36" OM-3 L OBJECT MARKER LEFT HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$10.3200	\$1,032.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$11.7000	\$1,170.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$13.9800	\$1,398.00	Complete	
NEWMAN SIGNS INC	100	Each	\$14.2200	\$1,422.00	Complete	.080 Ga HIP B/Y
ROCAL INC	100	Each	\$14.4600	\$1,446.00	Complete	
LOWEN CORPORATION	100	Each	\$21.5900	\$2,159.00	Complete	

Line 040 | 18" X 18" OM4-3 END OF ROAD MARKER (PLAIN) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	400	Each	\$8.1500	\$3,260.00	Complete	
OSBURN ASSOCIATES INC	400	Each	\$8.7800	\$3,512.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	400	Each	\$10.4900	\$4,196.00	Complete	
ROCAL INC	400	Each	\$10.8500	\$4,340.00	Complete	
NEWMAN SIGNS INC	400	Each	\$11.1900	\$4,476.00	Complete	.080 Ga HIP RED NAME IN BORDER??
LOWEN CORPORATION	400	Each	\$17.9100	\$7,164.00	Complete	

Line 041 | 30" X 30" WI-I BLANK (BORDER ONLY) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$21.5000	\$2,150.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$24.3800	\$2,438.00	Complete	
NEWMAN SIGNS INC	100	Each	\$24.6800	\$2,468.00	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$29.1300	\$2,913.00	Complete	
ROCAL INC	100	Each	\$33.2500	\$3,325.00	Complete	
LOWEN CORPORATION	100	Each	\$39.0600	\$3,906.00	Complete	

Line 042 | 36" X 36" WI-I BLANK (BORDER ONLY) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$30.9600	\$1,548.00	Complete	

OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
NEWMAN SIGNS INC	50	Each	\$40.3000	\$2,015.00	Complete	.100 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete	
LOWEN CORPORATION	50	Each	\$58.7300	\$2,936.50	Complete	

Line 043 | 36" X 18" WI-6 LARGE ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	15	Each	\$15.4800	\$232.20	Complete	
OSBURN ASSOCIATES INC	15	Each	\$17.5500	\$263.25	Complete	
NEWMAN SIGNS INC	15	Each	\$19.0400	\$285.60	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	15	Each	\$20.9700	\$314.55	Complete	
ROCAL INC	15	Each	\$21.6900	\$325.35	Complete	
LOWEN CORPORATION	15	Each	\$28.1500	\$422.25	Complete	

Line 044 | 36" X 18" WI-7 LARGE DOUBLE ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	10	Each	\$15.4800	\$154.80	Complete	
OSBURN ASSOCIATES INC	10	Each	\$17.5500	\$175.50	Complete	
NEWMAN SIGNS INC	10	Each	\$19.0400	\$190.40	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	10	Each	\$20.9700	\$209.70	Complete	
ROCAL INC	10	Each	\$21.6900	\$216.90	Complete	
LOWEN CORPORATION	10	Each	\$28.1500	\$281.50	Complete	

Line 045 | 18" X 24" WI-8 CHEVRON HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$10.3200	\$1,032.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$11.7000	\$1,170.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$13.9800	\$1,398.00	Complete	
NEWMAN SIGNS INC	100	Each	\$14.2400	\$1,424.00	Complete	.080 Ga HIP B/Y
ROCAL INC	100	Each	\$14.4600	\$1,446.00	Complete	

LOWEN CORPORATION 100 Each \$16.5400 \$1,654.00 Complete

Line 046 | 30" X 30" W2-6 ROUND-A-BOUT HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$21.5000	\$1,075.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$24.3800	\$1,219.00	Complete	
NEWMAN SIGNS INC	50	Each	\$24.6800	\$1,234.00	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$29.1300	\$1,456.50	Complete	
ROCAL INC	50	Each	\$30.1300	\$1,506.50	Complete	
LOWEN CORPORATION	50	Each	\$39.0600	\$1,953.00	Complete	

Line 047 | 36" X 36" W4-2 TRANSITION (RIGHT LANE ENDS) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.2800	\$1,764.00	Complete	
NEWMAN SIGNS INC	50	Each	\$40.3000	\$2,015.00	Complete	.100 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete	
LOWEN CORPORATION	50	Each	\$58.7300	\$2,936.50	Complete	

Line 048 | 30" X 30" W8-1 BUMP HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	10	Each	\$21.5000	\$215.00	Complete	
OSBURN ASSOCIATES INC	10	Each	\$24.3800	\$243.80	Complete	
NEWMAN SIGNS INC	10	Each	\$24.6800	\$246.80	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	10	Each	\$29.1300	\$291.30	Complete	
ROCAL INC	10	Each	\$30.1300	\$301.30	Complete	
LOWEN CORPORATION	10	Each	\$39.0600	\$390.60	Complete	

Line 049 | 30" X 30" W8-2 DIP HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$21.5000	\$1,075.00	Complete	
	50	Each	\$24.3800	\$1,219.00	Complete	

OSBURN ASSOCIATES
INC

NEWMAN SIGNS INC	50	Each	\$24.6800	\$1,234.00	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$29.1300	\$1,456.50	Complete	
ROCAL INC	50	Each	\$30.1300	\$1,506.50	Complete	
LOWEN CORPORATION	50	Each	\$39.0600	\$1,953.00	Complete	

Line 050 | 36" ROUND W10-1 RAILROAD HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	30	Each	\$34.5300	\$1,035.90	Complete	
OSBURN ASSOCIATES INC	30	Each	\$35.1000	\$1,053.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	30	Each	\$41.9400	\$1,258.20	Complete	
NEWMAN SIGNS INC	30	Each	\$42.0600	\$1,261.80	Complete	.100 Ga HIP B/Y
ROCAL INC	30	Each	\$47.8800	\$1,436.40	Complete	
LOWEN CORPORATION	30	Each	\$58.7300	\$1,761.90	Complete	

Line 051 | 30" X 30" W11-2 PEDESTRIAN (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	25	Each	\$21.5000	\$537.50	Complete	
OSBURN ASSOCIATES INC	25	Each	\$24.3800	\$609.50	Complete	
NEWMAN SIGNS INC	25	Each	\$24.6800	\$617.00	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$29.1300	\$728.25	Complete	
ROCAL INC	25	Each	\$33.2500	\$831.25	Complete	
LOWEN CORPORATION	25	Each	\$39.0600	\$976.50	Complete	

Line 052 | 36" X 36" W11-2 PEDESTRIAN (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	100	Each	\$35.1000	\$3,510.00	Complete	
VULCAN SIGNS	100	Each	\$35.2800	\$3,528.00	Complete	
NEWMAN SIGNS INC	100	Each	\$40.3000	\$4,030.00	Complete	.100 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$41.9400	\$4,194.00	Complete	
ROCAL INC	100	Each	\$47.8800	\$4,788.00	Complete	

LOWEN CORPORATION 100 Each \$58.7300 \$5,873.00 Complete

Line 053 | 36" X 36" W12-1 DOUBLE ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	25	Each	\$35.1000	\$877.50	Complete	
VULCAN SIGNS	25	Each	\$35.2800	\$882.00	Complete	
NEWMAN SIGNS INC	25	Each	\$40.3000	\$1,007.50	Complete	.100 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$41.9400	\$1,048.50	Complete	
ROCAL INC	25	Each	\$47.8800	\$1,197.00	Complete	
LOWEN CORPORATION	25	Each	\$58.7300	\$1,468.25	Complete	

Line 054 | 30" X 30" W14-2 NO OUTLET HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	250	Each	\$21.5000	\$5,375.00	Complete	
OSBURN ASSOCIATES INC	250	Each	\$24.3800	\$6,095.00	Complete	
NEWMAN SIGNS INC	250	Each	\$24.6800	\$6,170.00	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	250	Each	\$29.1300	\$7,282.50	Complete	
ROCAL INC	250	Each	\$30.1300	\$7,532.50	Complete	
LOWEN CORPORATION	250	Each	\$39.0600	\$9,765.00	Complete	

Line 055 | 30" X 30" W15-1 PLAYGROUND (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$21.5000	\$2,150.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$24.3800	\$2,438.00	Complete	
NEWMAN SIGNS INC	100	Each	\$24.6800	\$2,468.00	Complete	.080 Ga HIP B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$29.1300	\$2,913.00	Complete	
ROCAL INC	100	Each	\$33.2500	\$3,325.00	Complete	
LOWEN CORPORATION	100	Each	\$39.0600	\$3,906.00	Complete	

Line 056 | 24" X 12" W16-7P L DOWNWARD DIAGONAL ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$7.4600	\$373.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$7.8000	\$390.00	Complete	

LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$9.3200	\$466.00	Complete	
NEWMAN SIGNS INC	50	Each	\$11.0200	\$551.00	Complete	.080 Ga HIP B/Y
ROCAL INC	50	Each	\$13.8200	\$691.00	Complete	
LOWEN CORPORATION	50	Each	\$16.4600	\$823.00	Complete	

Line 057 | 24" X 12" W16-7P R DOWNWARD DIAGONAL ARROW HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	10	Each	\$7.4600	\$74.60	Complete	
OSBURN ASSOCIATES INC	10	Each	\$7.8000	\$78.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	10	Each	\$9.3200	\$93.20	Complete	
NEWMAN SIGNS INC	10	Each	\$11.0200	\$110.20	Complete	.080 Ga HIP B/Y
ROCAL INC	10	Each	\$13.8200	\$138.20	Complete	
LOWEN CORPORATION	10	Each	\$16.4600	\$164.60	Complete	

Line 058 | 24" X 12" W16-7P L DOWNWARD DIAGONAL ARROW FYG SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$10.3400	\$1,034.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$10.9000	\$1,090.00	Complete	
ROCAL INC	100	Each	\$13.8200	\$1,382.00	Complete	
NEWMAN SIGNS INC	100	Each	\$14.3200	\$1,432.00	Complete	.080 Ga DG VIP B/FYG
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$15.5000	\$1,550.00	Complete	
LOWEN CORPORATION	100	Each	\$20.3100	\$2,031.00	Complete	

Line 059 | 24" X 12" W16-7P R DOWNWARD DIAGONAL ARROW FYG SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	10	Each	\$10.3400	\$103.40	Complete	
OSBURN ASSOCIATES INC	10	Each	\$10.9000	\$109.00	Complete	
ROCAL INC	10	Each	\$13.8200	\$138.20	Complete	
NEWMAN SIGNS INC	10	Each	\$14.3200	\$143.20	Complete	.080 Ga DG VIP B/FYG
LIGHTLE ENTERPRISES OF OHIO, LLC	10	Each	\$15.5000	\$155.00	Complete	
LOWEN CORPORATION	10	Each	\$20.3100	\$203.10	Complete	

Line 060 | 24" X 12" W16-9P AHEAD HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$7.4600	\$373.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$7.8000	\$390.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$9.3200	\$466.00	Complete	
NEWMAN SIGNS INC	50	Each	\$11.0200	\$551.00	Complete	.080 Ga HIP B/Y
ROCAL INC	50	Each	\$13.8200	\$691.00	Complete	
LOWEN CORPORATION	50	Each	\$16.4600	\$823.00	Complete	

Line 061 | 24" X 12" W16-9P AHEAD FYG SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	100	Each	\$10.3400	\$1,034.00	Complete	
OSBURN ASSOCIATES INC	100	Each	\$10.9000	\$1,090.00	Complete	
ROCAL INC	100	Each	\$13.8200	\$1,382.00	Complete	
NEWMAN SIGNS INC	100	Each	\$14.3200	\$1,432.00	Complete	.080 Ga DG VIP B/FYG
LIGHTLE ENTERPRISES OF OHIO, LLC	100	Each	\$15.5000	\$1,550.00	Complete	
LOWEN CORPORATION	100	Each	\$20.3100	\$2,031.00	Complete	

Line 062 | 30" X 30" S1-1 SCHOOL FYG SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	200	Each	\$29.4400	\$5,888.00	Complete	
NEWMAN SIGNS INC	200	Each	\$32.0700	\$6,414.00	Complete	.080 Ga DG VIP B/FYG
OSBURN ASSOCIATES INC	200	Each	\$34.0600	\$6,812.00	Complete	
ROCAL INC	200	Each	\$43.1900	\$8,638.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	200	Each	\$48.4400	\$9,688.00	Complete	
LOWEN CORPORATION	200	Each	\$53.0200	\$10,604.00	Complete	

Line 063 | 24" X 10" S4-2 WHEN CHILDREN ARE PRESENT HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$6.3200	\$316.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$6.5000	\$325.00	Complete	
	50	Each	\$7.7800	\$389.00	Complete	

LIGHTLE ENTERPRISES OF OHIO, LLC

ROCAL INC	50	Each	\$8.0300	\$401.50	Complete	
NEWMAN SIGNS INC	50	Each	\$9.9600	\$498.00	Complete	.080 Ga HIP B/W
LOWEN CORPORATION	50	Each	\$13.7000	\$685.00	Complete	

Line 064 | 24" X 10" S4-4 WHEN FLASHING HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$6.3200	\$316.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$6.5000	\$325.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$7.7800	\$389.00	Complete	
ROCAL INC	50	Each	\$8.0300	\$401.50	Complete	
NEWMAN SIGNS INC	50	Each	\$9.9600	\$498.00	Complete	.080 Ga HIP B/W
LOWEN CORPORATION	50	Each	\$13.7000	\$685.00	Complete	

Line 065 | 24" X 36" S6-1-20 SCHOOL (FYG) SPEED LIMIT 20 (NO MESSAGE) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	150	Each	\$25.2000	\$3,780.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	150	Each	\$31.8500	\$4,777.50	Complete	
OSBURN ASSOCIATES INC	150	Each	\$32.7000	\$4,905.00	Complete	
NEWMAN SIGNS INC	150	Each	\$36.6200	\$5,493.00	Complete	S5-1 .080 Ga VIP B/FYG HIP B/W
ROCAL INC	150	Each	\$41.4600	\$6,219.00	Complete	
LOWEN CORPORATION	150	Each	\$56.1200	\$8,418.00	Complete	

Line 066 | 24" X 30" S5-2 END OF SCHOOL ZONE HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	150	Each	\$17.2000	\$2,580.00	Complete	
OSBURN ASSOCIATES INC	150	Each	\$19.5000	\$2,925.00	Complete	
NEWMAN SIGNS INC	150	Each	\$20.6500	\$3,097.50	Complete	.080 Ga HIP B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	150	Each	\$23.3000	\$3,495.00	Complete	
ROCAL INC	150	Each	\$24.1000	\$3,615.00	Complete	
LOWEN CORPORATION	150	Each	\$31.6200	\$4,743.00	Complete	

Line 067 | 9" X 24" HI-INTENSITY SHEETING ON EXTRUDED BLANKS, EXTRUDED BLADE, SHEETED WHITE BOTH SIDES (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	400	Each	\$10.2700	\$4,108.00	Complete	
ROCAL INC	400	Each	\$10.8300	\$4,332.00	Complete	
OSBURN ASSOCIATES INC	400	Each	\$10.8800	\$4,352.00	Complete	
LOWEN CORPORATION	400	Each	\$12.4500	\$4,980.00	Complete	
NEWMAN SIGNS INC	400	Each	\$13.2900	\$5,316.00	Complete	no punch no washers
LIGHTLE ENTERPRISES OF OHIO, LLC	400	Each	\$17.9300	\$7,172.00	Complete	

Line 068 | 9" X 30" HI-INTENSITY SHEETING ON EXTRUDED BLANKS, EXTRUDED BLADE, SHEETED WHITE BOTH SIDES (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	600	Each	\$12.6500	\$7,590.00	Complete	
ROCAL INC	600	Each	\$13.5400	\$8,124.00	Complete	
OSBURN ASSOCIATES INC	600	Each	\$13.5900	\$8,154.00	Complete	
LOWEN CORPORATION	600	Each	\$14.9700	\$8,982.00	Complete	
NEWMAN SIGNS INC	600	Each	\$15.8600	\$9,516.00	Complete	no punch no washers
LIGHTLE ENTERPRISES OF OHIO, LLC	600	Each	\$18.6600	\$11,196.00	Complete	

Line 069 | 9" X 36" HI-INTENSITY SHEETING ON EXTRUDED BLANKS, EXTRUDED BLADE, SHEETED WHITE BOTH SIDES (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	700	Each	\$14.9700	\$10,479.00	Complete	
ROCAL INC	700	Each	\$16.2500	\$11,375.00	Complete	
OSBURN ASSOCIATES INC	700	Each	\$16.3100	\$11,417.00	Complete	
NEWMAN SIGNS INC	700	Each	\$17.8400	\$12,488.00	Complete	no punch no washers
LOWEN CORPORATION	700	Each	\$18.4200	\$12,894.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	700	Each	\$22.3900	\$15,673.00	Complete	

Line 070 | 9" X 42" HI-INTENSITY SHEETING ON EXTRUDED BLANKS, EXTRUDED BLADE, SHEETED WHITE BOTH SIDES (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	500	Each	\$17.5400	\$8,770.00	Complete	
ROCAL INC	500	Each	\$18.9500	\$9,475.00	Complete	

OSBURN ASSOCIATES INC	500	Each	\$19.0000	\$9,500.00	Complete	
NEWMAN SIGNS INC	500	Each	\$20.7600	\$10,380.00	Complete	no punch no washers
LOWEN CORPORATION	500	Each	\$24.4400	\$12,220.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	500	Each	\$26.1200	\$13,060.00	Complete	

Line 071 | 9" X 48" HI-INTENSITY SHEETING ON EXTRUDED BLANKS, EXTRUDED BLADE, SHEETED WHITE BOTH SIDES (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	400	Each	\$19.8900	\$7,956.00	Complete	
ROCAL INC	400	Each	\$21.6600	\$8,664.00	Complete	
OSBURN ASSOCIATES INC	400	Each	\$21.7500	\$8,700.00	Complete	
NEWMAN SIGNS INC	400	Each	\$23.0900	\$9,236.00	Complete	no punch no washers
LOWEN CORPORATION	400	Each	\$25.2900	\$10,116.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	400	Each	\$29.8500	\$11,940.00	Complete	

Line 072 | 12" X 30" HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$8.9500	\$447.50	Complete	
VULCAN SIGNS	50	Each	\$9.0700	\$453.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$11.1000	\$555.00	Complete	
NEWMAN SIGNS INC	50	Each	\$11.6700	\$583.50	Complete	.080 Ga HIP White
ROCAL INC	50	Each	\$12.0500	\$602.50	Complete	
LOWEN CORPORATION	50	Each	\$12.9600	\$648.00	Complete	

Line 073 | 12" X 36" HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$10.3200	\$516.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$10.7400	\$537.00	Complete	
NEWMAN SIGNS INC	50	Each	\$13.3000	\$665.00	Complete	.080 Ga HIP White
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$13.3200	\$666.00	Complete	
ROCAL INC	50	Each	\$14.4600	\$723.00	Complete	

LOWEN CORPORATION 50 Each \$15.4700 \$773.50 Complete

Line 074 | 12" X 42" HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$12.0400	\$602.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$12.5300	\$626.50	Complete	
NEWMAN SIGNS INC	50	Each	\$14.9100	\$745.50	Complete	.080 Ga HIP White
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$15.5400	\$777.00	Complete	
ROCAL INC	50	Each	\$16.8700	\$843.50	Complete	
LOWEN CORPORATION	50	Each	\$17.4800	\$874.00	Complete	

Line 075 | 12" X 48" HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$13.7600	\$688.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$14.3200	\$716.00	Complete	
NEWMAN SIGNS INC	50	Each	\$16.6500	\$832.50	Complete	.080 Ga HIP White
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$17.7600	\$888.00	Complete	
LOWEN CORPORATION	50	Each	\$19.2000	\$960.00	Complete	
ROCAL INC	50	Each	\$19.2800	\$964.00	Complete	

Line 076 | 18" X 36" HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$15.4800	\$774.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$16.1100	\$805.50	Complete	
NEWMAN SIGNS INC	50	Each	\$18.2000	\$910.00	Complete	.080 Ga HIP White
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$19.9800	\$999.00	Complete	
LOWEN CORPORATION	50	Each	\$21.3400	\$1,067.00	Complete	
ROCAL INC	50	Each	\$21.6900	\$1,084.50	Complete	

Line 077 | 48" RI-1 STOP PRISMATIC HI-INTENSITY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$65.2400	\$3,262.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$68.8000	\$3,440.00	Complete	

NEWMAN SIGNS INC	50	Each	\$69.8000	\$3,490.00	Complete	.100 Ga, HIP, W/R
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$74.5600	\$3,728.00	Complete	
ROCAL INC	50	Each	\$85.1200	\$4,256.00	Complete	
LOWEN CORPORATION	50	Each	\$106.5000	\$5,325.00	Complete	

Line 078 | 24" X 30" R2-1-45 SPEED LIMIT 45 PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$17.2000	\$860.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$19.5000	\$975.00	Complete	
NEWMAN SIGNS INC	50	Each	\$20.6500	\$1,032.50	Complete	.080 Ga, HIP, B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$23.3000	\$1,165.00	Complete	
ROCAL INC	50	Each	\$24.1000	\$1,205.00	Complete	
LOWEN CORPORATION	50	Each	\$31.6200	\$1,581.00	Complete	

Line 079 | 30" X 36" R2-1-45 SPEED LIMIT 45 PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 080 | 24" X 24" R3-1 NO RIGHT TURN (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$14.3200	\$716.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$15.6000	\$780.00	Complete	
NEWMAN SIGNS INC	50	Each	\$18.2400	\$912.00	Complete	.080 Ga, HIP, B/R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$18.6400	\$932.00	Complete	
ROCAL INC	50	Each	\$21.2800	\$1,064.00	Complete	
LOWEN CORPORATION	50	Each	\$29.3400	\$1,467.00	Complete	

Line 081 | 36" X 36" R3-1 NO RIGHT TURN (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.7400	\$1,787.00	Complete	
NEWMAN SIGNS INC	50	Each	\$41.0800	\$2,054.00	Complete	.100 Ga, HIP, B/R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete	
LOWEN CORPORATION	50	Each	\$68.6400	\$3,432.00	Complete	

Line 082 | 36" X 36" R3-2 NO LEFT TURN (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.7400	\$1,787.00	Complete	
NEWMAN SIGNS INC	50	Each	\$41.0800	\$2,054.00	Complete	.100 Ga, HIP, B/R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete	
LOWEN CORPORATION	50	Each	\$68.6400	\$3,432.00	Complete	

Line 083 | 24" X 24" R3-4 NO U TURN (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$14.3200	\$716.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$15.6000	\$780.00	Complete	
NEWMAN SIGNS INC	50	Each	\$18.2400	\$912.00	Complete	.080 Ga, HIP, B/R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$18.6400	\$932.00	Complete	
ROCAL INC	50	Each	\$21.2800	\$1,064.00	Complete	
LOWEN CORPORATION	50	Each	\$29.3400	\$1,467.00	Complete	

Line 084 | 36" X 36" R3-4 NO U TURN (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.7400	\$1,787.00	Complete	
NEWMAN SIGNS INC	50	Each	\$41.0800	\$2,054.00	Complete	.100 Ga, HIP, B/R/W

LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete
LOWEN CORPORATION	50	Each	\$68.6400	\$3,432.00	Complete

Line 085 | 30" X 36" R3-5L LEFT TURN ARROW W/ ONLY (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 086 | 30" X 36" R3-5R RIGHT TURN ARROW W/ ONLY (SYM) HI-INTENSITY

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 087 | 30" X 36" R3-5a STRAIGHT ARROW W/ ONLY (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 088 | 30" X 36" R3-6L STRAIGHT LEFT ARROW (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 089 | 30" X 36" R3-6R STRAIGHT RIGHT ARROW (SYM) HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 090 | 30" X 30" R5-1 DO NOT ENTER PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$21.5000	\$1,075.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$24.3800	\$1,219.00	Complete	
NEWMAN SIGNS INC	50	Each	\$24.6800	\$1,234.00	Complete	.080 Ga, HIP, R/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$29.1300	\$1,456.50	Complete	
ROCAL INC	50	Each	\$30.1300	\$1,506.50	Complete	
LOWEN CORPORATION	50	Each	\$36.3600	\$1,818.00	Complete	

Line 091 | 42" X 30" R5-1A WRONG WAY PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	25	Each	\$30.1000	\$752.50	Complete	
NEWMAN SIGNS INC	25	Each	\$32.6500	\$816.25	Complete	.080 Ga, HIP, W/R
OSBURN ASSOCIATES INC	25	Each	\$34.1300	\$853.25	Complete	

LIGHTLE ENTERPRISES OF OHIO, LLC	25	Each	\$40.7800	\$1,019.50	Complete
ROCAL INC	25	Each	\$42.1800	\$1,054.50	Complete
LOWEN CORPORATION	25	Each	\$53.7700	\$1,344.25	Complete

Line 092 | 12" X 18" R5-1B BICYCLE WRONG WAY PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$5.4500	\$272.50	Complete	
OSBURN ASSOCIATES INC	50	Each	\$5.8500	\$292.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$6.9900	\$349.50	Complete	
ROCAL INC	50	Each	\$7.2300	\$361.50	Complete	
NEWMAN SIGNS INC	50	Each	\$9.5600	\$478.00	Complete	.080 Ga, HIP, W/R
LOWEN CORPORATION	50	Each	\$13.1600	\$658.00	Complete	

Line 093 | 24" X 30" R6-2L ONE WAY LEFT PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$17.2000	\$860.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$19.5000	\$975.00	Complete	
NEWMAN SIGNS INC	50	Each	\$20.6500	\$1,032.50	Complete	.080 Ga, HIP, B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$23.3000	\$1,165.00	Complete	
ROCAL INC	50	Each	\$24.1000	\$1,205.00	Complete	
LOWEN CORPORATION	50	Each	\$31.6200	\$1,581.00	Complete	

Line 094 | 30" X 36" R6-2L ONE WAY LEFT PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 095 | 24" X 30" R6-2R ONE WAY RIGHT PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost		
VULCAN SIGNS	50	Each	\$17.2000	\$860.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$19.5000	\$975.00	Complete	
NEWMAN SIGNS INC	50	Each	\$20.6500	\$1,032.50	Complete	.080 Ga, HIP, B/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$23.3000	\$1,165.00	Complete	
ROCAL INC	50	Each	\$24.1000	\$1,205.00	Complete	
LOWEN CORPORATION	50	Each	\$31.6200	\$1,581.00	Complete	

Line 096 | 30" X 36" R6-2R ONE WAY RIGHT PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$25.8000	\$1,290.00	Complete	
NEWMAN SIGNS INC	50	Each	\$28.6700	\$1,433.50	Complete	.080 Ga, HIP, B/W
OSBURN ASSOCIATES INC	50	Each	\$29.2500	\$1,462.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$34.9500	\$1,747.50	Complete	
ROCAL INC	50	Each	\$36.1500	\$1,807.50	Complete	
LOWEN CORPORATION	50	Each	\$46.5700	\$2,328.50	Complete	

Line 097 | 12" X 18" R7-107 NO PARKING (BLANK) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	200	Each	\$5.4500	\$1,090.00	Complete	
OSBURN ASSOCIATES INC	200	Each	\$5.8500	\$1,170.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	200	Each	\$6.9900	\$1,398.00	Complete	
ROCAL INC	200	Each	\$7.2300	\$1,446.00	Complete	
NEWMAN SIGNS INC	200	Each	\$9.5600	\$1,912.00	Complete	.080 Ga, HIP, R/W
LOWEN CORPORATION	200	Each	\$13.1600	\$2,632.00	Complete	

Line 098 | 12" X 36" OM-3R OBJECT MARKER RIGHT PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	200	Each	\$10.3200	\$2,064.00	Complete	
OSBURN ASSOCIATES INC	200	Each	\$11.7000	\$2,340.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	200	Each	\$13.9800	\$2,796.00	Complete	

NEWMAN SIGNS INC	200	Each	\$14.2200	\$2,844.00	Complete	.080 Ga, HIP, B/Y
ROCAL INC	200	Each	\$14.4600	\$2,892.00	Complete	
LOWEN CORPORATION	200	Each	\$21.5900	\$4,318.00	Complete	

Line 099 | 48" X 24" W1-6 LARGE ARROW PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$27.5200	\$1,376.00	Complete	
NEWMAN SIGNS INC	50	Each	\$30.3300	\$1,516.50	Complete	.080 Ga, HIP, B/Y
OSBURN ASSOCIATES INC	50	Each	\$31.2000	\$1,560.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$37.2800	\$1,864.00	Complete	
ROCAL INC	50	Each	\$38.5600	\$1,928.00	Complete	
LOWEN CORPORATION	50	Each	\$44.9200	\$2,246.00	Complete	

Line 100 | 48" X 24" W1-7 LARGE DOUBLE ARROW PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$27.5200	\$1,376.00	Complete	
NEWMAN SIGNS INC	50	Each	\$30.3300	\$1,516.50	Complete	.080 Ga, HIP, B/Y
OSBURN ASSOCIATES INC	50	Each	\$31.2000	\$1,560.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$37.2880	\$1,864.40	Complete	
ROCAL INC	50	Each	\$38.5600	\$1,928.00	Complete	
LOWEN CORPORATION	50	Each	\$44.9200	\$2,246.00	Complete	

Line 101 | 36" X 36" W3-1 STOP AHEAD (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$36.4600	\$1,823.00	Complete	
VULCAN SIGNS	50	Each	\$37.4100	\$1,870.50	Complete	
NEWMAN SIGNS INC	50	Each	\$41.8500	\$2,092.50	Complete	.100 Ga, HIP, B/Y/W
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$46.9400	\$2,347.00	Complete	
ROCAL INC	50	Each	\$52.8800	\$2,644.00	Complete	
LOWEN CORPORATION	50	Each	\$78.5500	\$3,927.50	Complete	

Line 102 | 36" X 36" W3-3 SIGNAL AHEAD (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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OSBURN ASSOCIATES INC	50	Each	\$36.4600	\$1,823.00	Complete	
VULCAN SIGNS	50	Each	\$37.8500	\$1,892.50	Complete	
NEWMAN SIGNS INC	50	Each	\$45.0300	\$2,251.50	Complete	.100 Ga, HIP, B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$46.9400	\$2,347.00	Complete	
ROCAL INC	50	Each	\$52.8800	\$2,644.00	Complete	
LOWEN CORPORATION	50	Each	\$78.5500	\$3,927.50	Complete	

Line 103 | 36" X 36" W6-3 TWO WAY TRAFFIC PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.2800	\$1,764.00	Complete	
NEWMAN SIGNS INC	50	Each	\$40.3000	\$2,015.00	Complete	.100 Ga, HIP, B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete	
LOWEN CORPORATION	50	Each	\$58.7300	\$2,936.50	Complete	

Line 104 | 36" X 36" W9-1R RIGHT LANE ENDS PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.2800	\$1,764.00	Complete	
NEWMAN SIGNS INC	50	Each	\$40.3000	\$2,015.00	Complete	.100 Ga, HIP, B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete	
LOWEN CORPORATION	50	Each	\$58.7300	\$2,936.50	Complete	

Line 105 | 30" X 30" W11-1 BICYCLE (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	50	Each	\$21.5000	\$1,075.00	Complete	
OSBURN ASSOCIATES INC	50	Each	\$24.3800	\$1,219.00	Complete	
NEWMAN SIGNS INC	50	Each	\$24.6800	\$1,234.00	Complete	.080 Ga, HIP, B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$29.1300	\$1,456.50	Complete	

ROCAL INC	50	Each	\$30.1300	\$1,506.50	Complete
LOWEN CORPORATION	50	Each	\$39.0600	\$1,953.00	Complete

Line 106 | 36" X 36" W12-2 CLEARANCE (BLANK) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.2800	\$1,764.00	Complete	
NEWMAN SIGNS INC	50	Each	\$40.3000	\$2,015.00	Complete	.100 Ga, HIP, B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$43.3800	\$2,169.00	Complete	
LOWEN CORPORATION	50	Each	\$58.7300	\$2,936.50	Complete	

Line 107 | 30" X 30" W14-1 DEAD END PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	200	Each	\$21.5000	\$4,300.00	Complete	
OSBURN ASSOCIATES INC	200	Each	\$24.3800	\$4,876.00	Complete	
NEWMAN SIGNS INC	200	Each	\$24.6800	\$4,936.00	Complete	.080 Ga, HIP, B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	200	Each	\$29.1300	\$5,826.00	Complete	
ROCAL INC	200	Each	\$30.1300	\$6,026.00	Complete	
LOWEN CORPORATION	200	Each	\$39.0600	\$7,812.00	Complete	

Line 108 | 36" X 36" W15-1 PLAYGROUND (SYM) PRISMATIC HI-INTENSITY SIGNS

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$35.1000	\$1,755.00	Complete	
VULCAN SIGNS	50	Each	\$35.2800	\$1,764.00	Complete	
NEWMAN SIGNS INC	50	Each	\$40.3000	\$2,015.00	Complete	.100 Ga, HIP, B/Y
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$41.9400	\$2,097.00	Complete	
ROCAL INC	50	Each	\$47.8800	\$2,394.00	Complete	
LOWEN CORPORATION	50	Each	\$58.7300	\$2,936.50	Complete	

Line 109 | 18" X 60" PRISMATIC HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	150	Each	\$25.8000	\$3,870.00	Complete	

OSBURN ASSOCIATES INC	150	Each	\$26.8500	\$4,027.50	Complete	
NEWMAN SIGNS INC	150	Each	\$31.3500	\$4,702.50	Complete	.080 GA HIP WHITE
LIGHTLE ENTERPRISES OF OHIO, LLC	150	Each	\$33.3000	\$4,995.00	Complete	
LOWEN CORPORATION	150	Each	\$37.2700	\$5,590.50	Complete	
ROCAL INC	150	Each	\$39.9000	\$5,985.00	Complete	

Line 110 | 18" X 72" PRISMATIC HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	150	Each	\$30.9600	\$4,644.00	Complete	
OSBURN ASSOCIATES INC	150	Each	\$32.2200	\$4,833.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	150	Each	\$39.9600	\$5,994.00	Complete	
NEWMAN SIGNS INC	150	Each	\$43.1700	\$6,475.50	Complete	.080 GA HIP WHITE
ROCAL INC	150	Each	\$47.8800	\$7,182.00	Complete	
LOWEN CORPORATION	150	Each	\$57.4200	\$8,613.00	Complete	

Line 111 | 18" X 84" PRISMATIC HI-INTENSITY WHITE SHEETING ON FLAT BLANKS, SHEETED ONE SIDE (BLANK)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
VULCAN SIGNS	150	Each	\$36.1200	\$5,418.00	Complete	
OSBURN ASSOCIATES INC	150	Each	\$43.5800	\$6,537.00	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	150	Each	\$46.6200	\$6,993.00	Complete	
NEWMAN SIGNS INC	150	Each	\$49.1800	\$7,377.00	Complete	.080 Ga, HIP, WHITE
ROCAL INC	150	Each	\$55.8600	\$8,379.00	Complete	
LOWEN CORPORATION	150	Each	\$60.0800	\$9,012.00	Complete	

Line 112 | 36" X 54" WELCOME TO WICHITA (DETAIL ATTACHED)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
OSBURN ASSOCIATES INC	50	Each	\$64.1300	\$3,206.50	Complete	
LIGHTLE ENTERPRISES OF OHIO, LLC	50	Each	\$79.5000	\$3,975.00	Complete	
VULCAN SIGNS	50	Each	\$95.0000	\$4,750.00	Complete	30 Days after artwork approval
NEWMAN SIGNS INC	50	Each	\$168.2200	\$8,411.00	Complete	.080 GA HIP W/ 1170 POL
ROCAL INC	50	Each	\$215.0600	\$10,753.00	Complete	

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JUNE 23, 2015**

- a. 2015 Sanitary Sewer Reconstruction Phase 6 (north of 31st Street South, east of Hillside) (468-85035/620745/665005) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$315,000.00
- b. Casa Bella from the southwest lot line of Lot 7, Block 2, Casa Bella 2nd Addition to the west line of 127th Street East and Casa Bella Court from the west line of Lot 18, Block 1, Casa Bella 2nd to and including the cul-de-sac to serve Casa Bella 2nd and 3rd Additions (north of Pawnee, west of 127th Street East) (472-84946/766333/490354) Does not affect existing traffic. (District II) - \$484,000.00
- c. Streetlighting in Red Oaks Court, Summerfield, and Crestwood within the Waterfront 7th Addition (north of 13th Street North, east of Webb) (472-85191/766327/490348) does not affect existing traffic. (District II) - \$148,000.00

PRELIMINARY ESTIMATE of the cost of:
 2015 Sanitary Sewer Reconstruction Phase 6
 (north of 31st Street South, east of Hillside)

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

LUMP SUM BID ITEMS

1 Site Clearing	1	LS
2 Site Restoration	1	LS

MEASURED QUANTITY BID ITEMS

3 Pipe, SS 8"	1,600	lf
4 Pipe Removed (6" or 8")	1,600	lf
5 MH Frame & Cover, Replaced	2	ea
6 MH, Removed	1	ea
7 MH, Shallow SS (4')	5	ea
8 MH, Standard SS (4')	5	ea
9 MH Bench & Invert Rem & Replaced	2	ea
10 Outside Drop Const. (or Reconst)	2	ea
11 Concrete Pavement Removed & Repl	20	lf
12 Concrete Approach Removed & Repl	14	lf
13 Concrete Sidewalk Removed & Repl	4	lf
14 Concrete Driveway Removed & Repl	44	lf
15 Fill, Flowable	25	lf
16 Service Connection Repl (4" serv line)	3	ea
17 Service Reconnection, Sewer (4")	43	ea
18 BMP, Construction Entrance	1	ea
19 BMP, Silt Fence	40	lf
20 BMP, Ditch Check	1	ea
21 BMP, Erosion Control Mat	40	sy
22 BMP, Back of Curb Protection	20	lf
23 BMP, Curb Inlet Protection	1	ea

Construction Subtotal

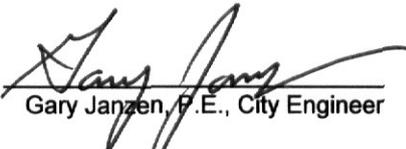
Engineering & Inspection
 Administration
 Publication

Total Estimated Cost

\$315,000.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

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


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

 City Clerk

PRELIMINARY ESTIMATE of the cost of:

Casa Bella from the southwest lot line of Lot 7, Block 2, Casa Bella 2nd Addition to the west line of 127th Street East and Casa Bella Court from the west line of Lot 18, Block 1, Casa Bella 2nd to and including the cul-de-sac to serve Casa Bella 2nd and 3rd Additions (north of Pawnee, west of 127th 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	AC Pavement 5" (3" Bit Base)	4,895	sy
2	Reinforced Crushed Rock Base (5")	6,204	sy
3	AC Temp Pavement 5"	142	sy
4	Comb. C & G (3 5/8" RL & 1 1/2")	2,977	lf
5	Sidewalk Concrete (4")	4,754	sf
6	Inlet Hookup	4	ea
7	Ditch Grading	100	lf
8	Easement Grading	862	lf
9	Excavation	4,636	cy
10	Sawed Joint	96	lf
11	Concrete Flume	50	lf
12	SWS Pipe RCP 18"	588	lf
13	SWS Pipe RCP 24"	300	lf
14	SWS Pipe RCP 30"	281	lf
15	SWS Pipe HERCP 14"x23" {18}	70	lf
16	Inlet, Curb 1A 10'x3'	4	ea
17	Inlet, Back Yard	3	ea
18	MH, Standard, 5' Dia.	2	ea
19	Rip-Rap, Light Stone	24	sy
20	Sand Backfill, Jet and Vibrate	74	lf
21	Site Clearing	1	LS
22	Site Restoration	1	LS
23	Seeding	1	LS
24	Street Signage	1	LS
25	Maintain Existing BMPs	1	LS

MEASURED QUANTITY BID ITEMS

26	BMP, Erosion Control Blanket	5,196	sy
27	BMP, Inlet Protection	9	ea
28	BMP, Linear Sediment Barrier	325	lf
29	BMP, Silt Fence	257	lf
30	Inlet Underdrain	50	lf

Construction Subtotal

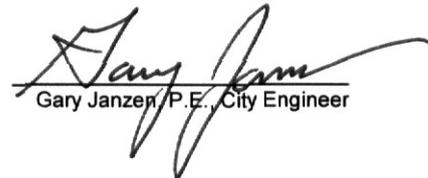
Design Fee
 Engineering & Inspection
 Administration
 Publication
 Contingency

Total Estimated Cost

\$484,000.00

CITY OF WICHITA)
 STATE OF KANSAS) SS

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


 Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____ (DATE)

 City Clerk

PRELIMINARY ESTIMATE of the cost of:

Streetlighting in Red Oaks Court, Summerfield, and Crestwood within the Waterfront 7th Addition (north of 13th Street North, east of Webb)

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	Streetlighting	1	LS
2	Maintain Existing BMPs	1	LS
3	Seeding	1	LS
4	Site Clearing	1	LS
5	Site Restoration	1	LS

Construction Subtotal

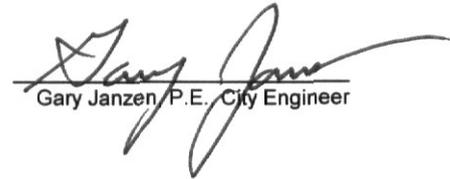
Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost

\$148,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

490348 (766327) 472-85191

Page _____

City Clerk

EXHIBIT _____

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

SUBJECT: New Parking Controls – Market Street Parking Garage (District 1)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Contract.

Background: On March 25, 2014, City Council authorized the renovation/repair of the existing parking garage located at 215 S. Market Street. The project included the structural renovation and repairs to concrete, as well as a new electrical system, elevators, storm drains, and parking controls.

Analysis: This contract provides a consistent platform of equipment type, performance measures and operating efficiencies with two other parking garages within a 2 block radius managed by the City’s current parking facilitator, The Car Park, Inc. (TCP). The proposed equipment provided by Amano McGann and installed by TCP, will provide the necessary wide range parking control and revenue tracking functions upon completion. Management of the garage would be added to the current contract between the City and TCP as stipulated. Both vendors are very familiar with the current City-wide system, and have provided similar supply/installation services at City facilities including the Airport Parking Garage, Block One Parking Garage, State Office Building Garage and City Hall Garage. The sole source of supply utilized for this purchase is consistent with the Purchasing Policy Section 2.64.020 where the Purchasing Manager is authorized to purchase equipment when they are only available from a local franchised vendor and is utilized to maintain the security of city-owned facilities. The proposed project includes all necessary equipment, labor, and materials.

Financial Considerations: Funding in the amount of \$118,130 for the equipment and installation services for parking controls, was included in the original project scope. The revised bonding resolution 14-360 dated December 9, 2014, for \$8,185,000 authorizes the financing for the construction repairs. The funding source will be general obligation bonds.

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

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

Attachment: Contract.

CONTRACT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 2015,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
a municipal corporation, hereinafter
referred to as
"OWNER"

AND

THE CAR PARK, INC., an Idaho corporation,
hereinafter referred to as
"CONSULTANT"

WHEREAS, The CITY is authorized by law to employ consulting services to design, supply, and install a new Parking Control system for the renovated parking garage located at 215 S Market St., Wichita, KS for the PROJECT; and

WHEREAS, the OWNER desires to have a fully functional, Parking Control System as outlined in Amano McGann Proposal #Q-00001845 dated March 25, 2015 with appropriate support and training to the City of Wichita hereinafter referred to as "PROJECT"; and

WHEREAS, CONSULTANT wishes to provide professional services to the OWNER to do such design, supply, and installation of said system, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The OWNER employs the CONSULTANT and he agrees to perform all necessary professional services hereinafter set forth in connection with the "PROJECT" of the City of Wichita.

II. BASIC SERVICES:

The CONSULTANT shall render all services necessary as set out in EXHIBIT "A" a copy of which is attached hereto and which is incorporated herein by reference.

III. THE CONSULTANT AGREES

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the OWNER and other local, state and federal agencies as necessitated by the OWNER.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the OWNER may wish to examine periodically during performance of this Agreement.

- D. To save and hold **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONSULTANT**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **CONSULTANT** and, where relevant to method of payment, to make such material available to the **OWNER**.
- F. To comply with 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 **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- H. To complete the services to be performed by **CONSULTANT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **CONSULTANT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **CONSULTANT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all surveys, drawings, plans and/or other work or material furnished by the **CONSULTANT** under this Agreement. **CONSULTANT** further agrees, covenants and represents, that all surveys, drawings, plans, and other work or material furnished by **CONSULTANT**, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. **CONSULTANT** shall procure and maintain such insurance as will protect the **CONSULTANT** from damages resulting from the negligent acts of the **CONSULTANT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$100,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

Further, a comprehensive general liability policy shall be procured and maintained by the **CONSULTANT** that shall be written in a comprehensive form and shall protect

CONSULTANT against all claims arising from injuries to persons (other than **CONSULTANT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **CONSULTANT**, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the **OWNER** before the time **CONSULTANT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

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

The designated Project Manager SHALL coordinate ALL aspects of this Project through the **OWNER'S** Project Manager. Any requests from any other staff agency, which would affect the **CONSULTANT'S** time or expense relative to this Project, **MUST** be approved by the **OWNER'S** Project Manager.

IV. THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **CONSULTANT**. Confidential material so furnished will be kept confidential by the **CONSULTANT**.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **CONSULTANT**, except as specified in EXHIBIT "A".
- C. To pay the **CONSULTANT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **CONSULTANT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise, the **CONSULTANT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **CONSULTANT** of any changes in the person designated Project Manager. Written notification shall be provided to the **CONSULTANT** for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, proposals and other documents presented by **CONSULTANT** in a timely fashion.

- G. To save and hold **CONSULTANT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or cause by errors, omissions, or negligent acts of **OWNER**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **CONSULTANT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

- A. For the complete services and other related items including those items identified in **SCOPE OF SERVICES, EXHIBIT "A"** a single stipulated lump sum fee of One hundred eighteen thousand, one hundred twenty-nine dollars and fifty-eight cents (\$118,129.58), which shall constitute complete compensation for the services. This is an inclusive fee and all reimbursable expenses are included.
- B. Payments are payable to the **CONSULTANT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **CONSULTANT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the **CONSULTANT** under this Agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **CONSULTANT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **OWNER**, the **CONSULTANT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
1. **CONSULTANT** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
 2. A major change in the **SCOPE OF SERVICES** for the **PROJECT**.
- D. If additional work should be necessary, the **CONSULTANT** will be given written notice by the **OWNER** 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 based on a Supplemental Agreement duly entered into by the parties.
- E. If services are rendered by the **CONSULTANT** for the **PROJECT(s)** or portions of the **PROJECT(s)**, but the **OWNER** elects to cancel the **PROJECT(s)** or portions thereof the **CONSULTANT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.
- F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

The **CONSULTANT** agrees to complete all Phases of this **PROJECT** as follows:

- A. For the initial installation, training of City of Wichita staff, shall be completed no later than August 31st. This will include all work outlined in **EXHIBIT "A"**.
- B. Additional support as required for City of Wichita staff for a period of one year after completion of **PROJECT**.
- C. The **OWNER** agrees to cooperate with the **CONSULTANT** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time, and the **OWNER** agrees to furnish promptly to the **CONSULTANT** upon written request any approvals and instructions required to be given by the **OWNER** to the **CONSULTANT** under the terms of the Agreement.

VII. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the **PROJECT** is to be abandoned or indefinitely postponed, or because of the **CONSULTANT'S** inability to proceed with the work, or because the services of the **CONSULTANT** are unsatisfactory; **PROVIDED**, however, that in any case the **CONSULTANT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **CONSULTANT'S** actual costs plus a fee for profit based upon a fixed percentage of the **CONSULTANT'S** actual costs. The **CONSULTANT** may terminate this Agreement upon giving the **OWNER** 30 days prior written notice for breach by the **OWNER** of any material term, including but not limited to payment terms.
- B. That the field notes and other pertinent drawings and documents pertaining to the **PROJECT** shall become the property of the **OWNER** upon completion or termination of the **CONSULTANT'S** services and payment in full of monies due the **CONSULTANT**, in accordance with this Agreement. The **OWNER** agrees to hold the **CONSULTANT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the **CONSULTANT**.
- C. That the services to be performed by the **CONSULTANT** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONSULTANT**.
- 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 **OWNER**, provided, however, that the **CONSULTANT** shall request extensions, in writing, giving the reasons therefore.

- 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 **OWNER'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **CONSULTANT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the **OWNER** and the **CONSULTANT** provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Agreement, that it is not intended by any of the provisions of any part of this Agreement to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **CONSULTANT** in performing his duties will be paid by the **CONSULTANT**.
- J. Special Consultants or Subcontractors are those who provide services other than those provided by the **CONSULTANT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- K. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **CONSULTANT**, the **CONSULTANT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.
- L. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.
- M. Unless otherwise provided in this Agreement, the **CONSULTANT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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

CITY OF WICHITA, KANSAS

Jeff Longwell, Mayor

ATTEST:

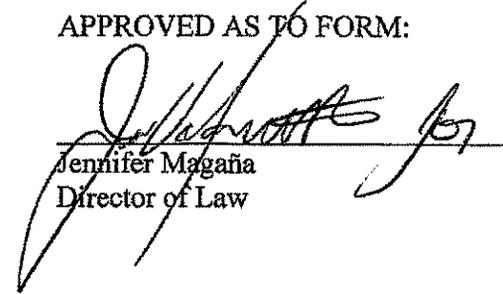
The Car Park, Inc.

Karen Sublett
City Clerk

By: 

Jeff Wolfe, President

APPROVED AS TO FORM:



Jennifer Magafia
Director of Law

EXHIBIT "A"

SCOPE OF SERVICES

CONSULTANT shall provide a turnkey fully operational system per the attached proposal with the following being understood:

- Work will be coordinated with other trades working within the structure.
- Consultant to be responsible for enforcing all safety requirements for workers under this Agreement including but not limited to; PPE, Confined Spaces, and Proper Usage of Tools and Equipment.
- Consultant will be responsible for providing their own temporary facilities including but not limited to temporary restroom facilities, dumpsters, and proper disposal of construction debris and old equipment.
- Consultant will be responsible for demolition and disposal of any existing equipment on site that is related to the existing parking control system no longer in use.
- Consultant will be responsible for any patching, or damage resulting from demolition of existing equipment.
- Consultant shall observe and abide to the General Specifications of the City of Wichita attached hereto as Exhibit "C", as well as cooperate with other contractors on site working adjacent to this project.

EXHIBIT B

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

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than

five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT "C"

GENERAL SPECIFICATIONS, ALL WORK

1.1 Contractor to visit the job site to verify conditions and dimensions. Contractor will be responsible to verify all measurements and working conditions. Contractor is also responsible to determine construction details. Errors in these details/conditions/dimensions will not justify a cost-increasing change order.

1.2 In all cases, Uniform Building Code and local building codes take precedence over any conflicts between these specifications and the code requirements.

1.3 Contractor to park vehicles, store equipment and store materials in location(s) approved by the Director of the building. These locations shall be as close to the construction site as safety and facility access will permit.

1.4 Successful bidder to provide all necessary labor, materials; and obtain permits, insurance, bonding, and etc. as applicable to successfully complete the project. All work is to be first class workmanship and materials. Materials must meet all applicable building codes.

1.5 Any proposal or quote which is incomplete, conditional, obscure, or which contains additions not called for or irregularities of any kind, may be cause for rejection of the proposal/quote.

1.6 Delays in delivery caused by bona fide strikes, government priority or requisitions, riots, fires, sabotage, acts of God or any other delays deemed to be clearly and unequivocally beyond the Contractor's control, will be recognized by the City, and the Contractor will be relieved of the responsibility of meeting the delivery time, upon Contractor's filing a just and true statement signed by a responsible official of the Contractor's company, giving in detail all the essential circumstances which, upon verification by the City, justifies such action.

1.7 Follow all manufacturers' handling and installation instructions. Should these instructions conflict with applicable codes, the codes shall take precedence. If the manufacturers' instructions conflict with these specifications, the decision of the City will be final.

1.8 Contractor will take all possible precautions to protect the building and surrounding area from damage. Contractor must immediately report any damage including, but not limited to: buildings, systems, concrete & pavement and equipment. Contractor will be responsible to repair any damage prior to receiving final payment.

1.9 Contractor must be able to carry out work on the installation during the hours of 7am and 7pm unless specifically noted and approved by the Director of the building.

1.10 Contractor must clean up the job site daily and haul away all debris upon completion.

1.11 Contractor's personnel to wear shirts, and behave in professional manner.

1.12 Contractor is to provide all required bonds, insurance, and project related documents as required by the City within 10 days of the City's approval of the bid.

1.13 Specifications are a general description of minimum work to be done. Any routine additional work or materials needed to provide a complete first class job shall be included at no additional cost.

1.14 Details noted as deficient during Final Inspection must be repaired and corrected by Contractor, and made ready for reinspection, within ten (10) working days and prior to final payment.

1.15 Contractor must guarantee all materials and labor for one full year after completion of the project, prior to required manufacturers' warranty as specified.

1.16 Contractor will provide to the City any manufacturer's warranty information that is applicable to this project.

1.17 This is a tax exempt project. A Sales Tax Exemption Certificate from the State of Kansas will be provided.

1.18 WORK SCHEDULE

1. Garage will be undergoing substantial renovations/repairs concurrently with this project. Contractor will be responsible to coordinate/schedule activities with General Contractor currently on site completing structural repairs.
2. Every effort will be made in coordination with other contractors and trades working within the same area. In the event of a dispute, or scheduling conflict, the City will work with those involved to resolve said dispute with the least amount of disruption possible. The City's project manager will have final determination, and both contractors will respect the efforts made to reach a resolution, and cooperate fully.
3. Contractor will be responsible for securing and protecting all equipment and work. Sufficient space shall be designated on site for equipment, gang boxes, materials, etc., however, it will be the Contractor's responsibility to provide any additional security and/or protection from other trades.
4. Work on this Agreement shall be substantially complete, including final cleaning, inspections, permits, etc., no later than August 28th, 2015.

1.19 PAYMENTS

1. Final payment of 100% of the amount of the Purchase Order for the total project cost shall be made upon successful completion of the project. Partial or progress payments will be made no more frequently than monthly. Payments shall not exceed 95% of progress, until the project is successfully completed. Work must be completed by date listed above, or Contractor will be penalized as described above, for each group that is not completed. Any liquidated damages will be withheld from final payment.

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

SUBJECT: Change Order No. 1 for the 2015 Utility Cut Repair Program (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: The City Council approved the 2015 Utility Cut Repair program on August 12, 2014, with the adoption of the City's 2015 Annual Operating Budget. On December 16, 2014, a contract with Conspec, Inc. d/b/a Kansas Paving was approved in the amount of \$1,114,100 for repair work completed under the program. Utility companies reimburse the City for actual costs of repairs.

Analysis: The program has experienced a higher number of utility cuts in 2015 than in previous years and unit prices have increased 14% on average. Upcoming improvement projects for the Kellogg and Webb Interchange (City) and the Kellogg and I-235 Interchange (Kansas Department of Transportation) have contributed to the significant increase in necessary repairs. The proposed change order increases the contract amount as detailed below in the Financial Considerations and allows the program to continue through June 2015.

Financial Considerations: Considering the average bimonthly cost of pave cut repairs, the balance remaining in the existing budget, and the yet unpaid balance on the existing contract, an increase of \$100,000 is needed to continue the program through June 2015. This addition would bring the total contract amount to \$1,214,100. Funding is available in the 2015 Revised Budget, which is anticipated to be approved by the City Council in August 2015, and is funded by a general fund Street Cut Repair line item and the sanitary sewer, water, and storm water utilities. The Finance Department is authorized to make any necessary budget adjustments. Bids will be taken on another project to begin in July 2015 and will extend through the remainder of the year to address upcoming utility cuts.

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

Recommendations/Actions: It is recommended that the City Council approve the change order, authorize the necessary signatures and approve any necessary budget adjustments.

Attachments: Change Order No. 1.



PUBLIC WORKS-ENGINEERING

June 4, 2015

(REVISED) CHANGE ORDER

To: Conspec, Inc. d/b/a Kansas Paving

Project: 2015 Utility Cut Repairs

Change Order No.: 1
Purchase Order No.: 540004
CHARGE TO OCA No.: 132035

Project No.: 472-85141
OCA No.: 132035/620631/636246/133116
PPN: 132035

Please perform the following extra work at a cost not to exceed \$100,000.00

Additional Work: Over-run on various bid items to repair utility cuts for streets, driveways and sidewalks throughout town.

Reason for Additional Work: The City has experienced a much higher than average number of utility cuts in 2015. Some of these utility cuts have been extensive as utilities relocate for the upcoming City and Kansas Department of Transportation Kellogg projects. Costs have also increased by an average of 14% over last year's unit prices. Additional funding is needed to complete the project through June 2015.

CIP Budget Amount: \$1,100,000.00 (132035)	Original Contract Amt.: \$1,114,100.00
\$ 7,200.00 (620631)	
\$ 3,600.00 (636246)	
\$ 4,000.00 (133116)	
Consultant: Staff	Current CO Amt.: \$100,000.00
Exp. & Encum. To Date: \$1,099,300.00	Amt. of Previous CO's: \$0.00
	Total of All CO's: \$100,000.00
CO Amount: \$100,000.00	Adjusted Contract Amt.: \$1,214,100.00
Unencum. Bal. Before CO: \$700.00	

Recommended By:

Steve Degenhardt 06/11/15
Steve Degenhardt, P.E. Date
Construction Division Manager

Approved:

Gary Janzen 06/15/15
Gary Janzen, P.E. Date
City Engineer

Approved:

TH 6-11-15
Contractor Date

Approved

Alan King Date
Alan King
Director of Public Works & Utilities

Approved as to Form:

Jennifer Magaña 6/15/15
for Jennifer Magaña Date
City Attorney and Director of Law

By Order of the City Council:

Jeff Longwell Date
Mayor

Attest: _____
City Clerk

[Handwritten initials]

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

SUBJECT: Funding for Neighborhood Water Main Replacement Projects
(Districts I, II, and V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

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

Background: On December 17, 2013, the City Council approved the initiation of five water main replacement (WMR) projects, including design agreements and funding for each. Design work is complete and construction is ready to begin in summer 2015. The proposed projects are:

- Eastborough North Neighborhood (east of Edgemoor Street, south of Central Avenue)
- Plaza Neighborhood (east of Oliver Street, south of Central Avenue)
- Ethel Neighborhood (west of Oliver Street, north of 21st Street North)
- Country Acres Phase I (east of Maize Road, north of Douglas Avenue)
- Country Acres Phase II (east of Tyler Road, north of Douglas Avenue)

Analysis: The projects will replace approximately 30 miles of significantly deteriorated neighborhood water mains. New fire hydrants will be installed and individual service lines and meters will be replaced with the projects. The proposed improvements will increase the water pressure, decrease the number of shut downs due to main breaks and leaks, provide improved fire protection, and reduce maintenance costs.

Financial Considerations: The budget in the Adopted 2011-2020 Capital Improvement Program (CIP) includes \$7,344,000. Of this total, \$864,000 was initiated for design by the City Council on December 17, 2013, leaving an uninitiated budget of \$6,480,000. An additional \$236,000 was initiated for design from the 2013, Mains for Future Development (W65) project, which brought the total initiated budget for design to \$1,100,000. Staff recommends initiating \$5,950,000 of the remaining \$6,480,000 for construction of the Plaza and Ethel Neighborhood Projects at this time, which will increase the total initiated budget to \$7,050,000. The total budget will be funded by future revenue bonds or utility cash reserves. If bonds are issued, there will be an additional 8% added for bond reserves and financing costs. In addition, the funding in the Proposed 2015-2024 CIP, will be used to construct the Eastborough North and Country Acres Phase 1 and Phase 2 projects. Construction funding for these three projects will be returned to the City Council at a later date for formal approval.

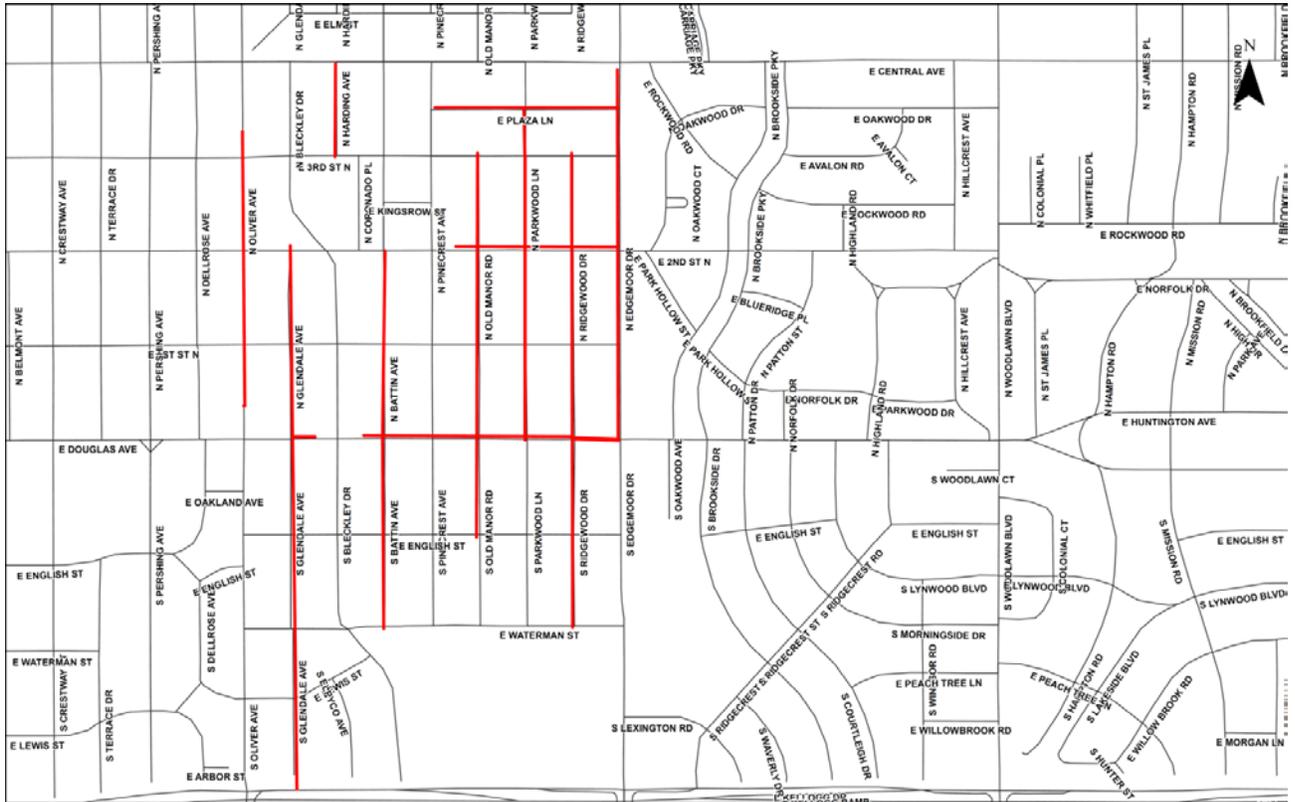
	Eastborough North	Plaza	Ethel	Country Acres Phase 1 and Phase 2	Total All Projects
Existing Design Budget Approved on December 17, 2013	\$155,000	\$137,000	\$358,000	\$450,000	\$1,100,000
Recommendation of construction funding allocation	\$0	\$2,550,000	\$3,400,000	\$0	\$5,950,000
Revised Budgets/Amended Resolution amounts Recommended by Staff at this time	N/A	\$2,687,000	\$3,758,000	N/A	N/A
Total Cost of Water Main Projects					\$7,050,000
Adopted 2011-2020 CIP Construction Funding	\$1,620,000	\$1,620,000	\$1,620,000	\$1,620,000	\$6,480,000
Recommended allocation detailed above					\$5,950,000

Legal Considerations: The amending resolutions and notices of intent have been reviewed and approved as to form by the Law Department.

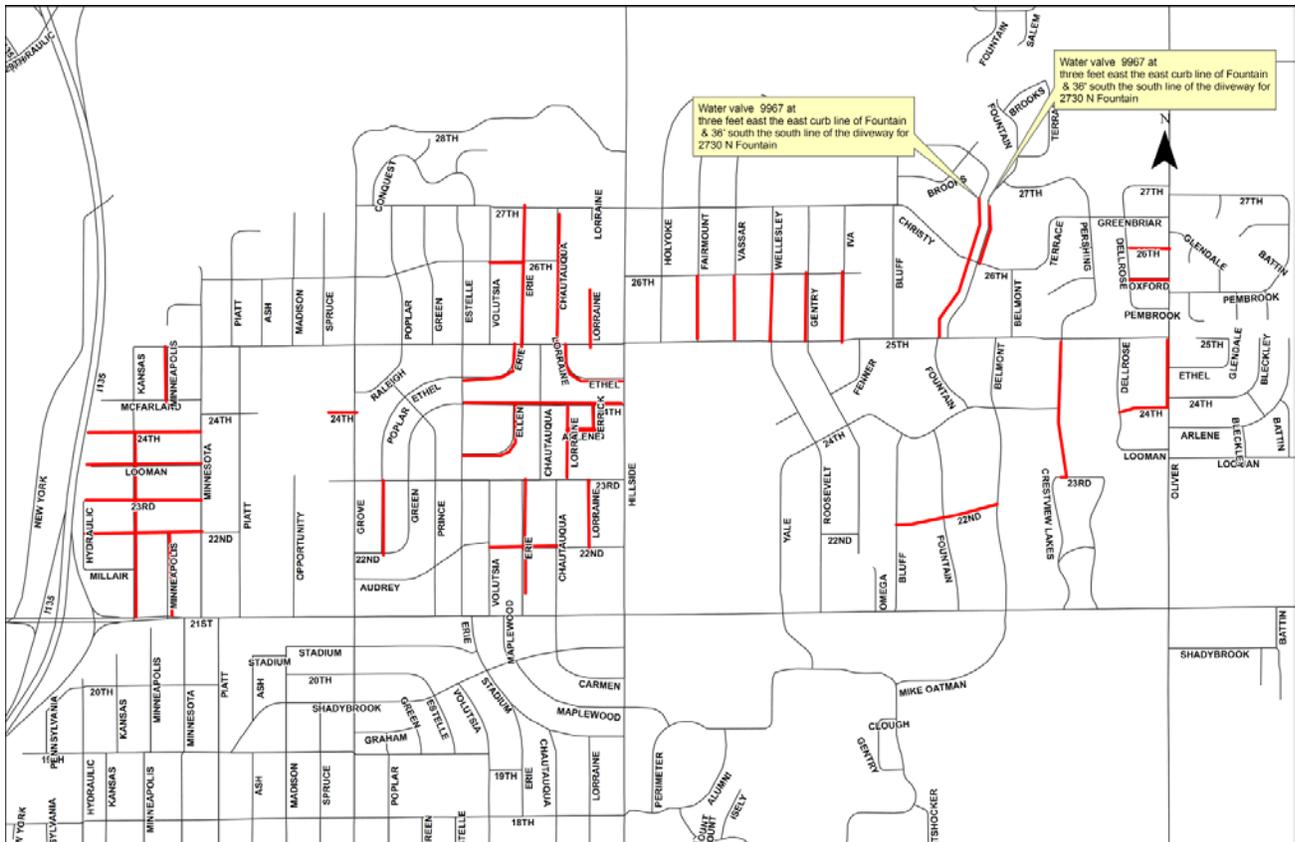
Recommendations/Actions: It is recommended that the City Council approve the revised budgets, adopt the amending resolutions and notices of intent, authorize the necessary signatures, and authorize the signing of encroachment and utility agreements as required.

Attachments: Maps, amending resolutions, and amending notices of intent.

Plaza WMR (Red bold lines indicate areas of desired improvement.)



Ethel WMR (Red bold lines indicate areas of desired improvement.)



Project Request

CIP Non-CIP CIP YEAR: CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 13-258

FUND: 544 Water Construction ENGINEERING REFERENCE #: _____

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: _____ REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Water Line Ethel (W-41)

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: _____

OCA #: _____ OCA TITLE: _____

PERSON COMPLETING FORM: LaShonda Games PHONE #: 268-4594

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$358,000.00	\$3,400,000.00	\$3,758,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total	\$358,000.00	\$3,400,000.00	\$3,758,000.00
Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$358,000.00	\$3,400,000.00	\$3,758,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$358,000.00	\$3,400,000.00	\$3,758,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: *Ray Jones*
 DEPARTMENT HEAD: *[Signature]*
 BUDGET OFFICER: _____
 CITY MANAGER: _____

Print Form

DATE: 06/08/15
 DATE: _____
 DATE: 8 Jun 2015
 DATE: _____

Project Request

CIP Non-CIP CIP YEAR: CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 13-259

FUND: 544 Water Construction ENGINEERING REFERENCE #: _____

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: _____ REQUEST DATE: _____

PROJECT #: _____ PROJECT TITLE: Water Line Plaza (W-40)

PROJECT DETAIL #: _____ PROJECT DETAIL DESCRIPTION: _____

OCA #: _____ OCA TITLE: _____

PERSON COMPLETING FORM: LaShonda Garnes PHONE #: 268-4594

PROJECT MANAGER: Shawn Mellies PHONE #: 268-4632

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9730 S.A. Bonds</u>	\$137,000.00	\$2,550,000.00	\$2,687,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total	\$137,000.00	\$2,550,000.00	\$2,687,000.00

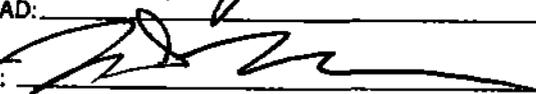
Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 Contractuals</u>	\$137,000.00	\$2,550,000.00	\$2,687,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
Total Expense:	\$137,000.00	\$2,550,000.00	\$2,687,000.00

NOTES:

SIGNATURES REQUIRED

DIVISION HEAD: 

DEPARTMENT HEAD: _____

BUDGET OFFICER: 

CITY MANAGER: _____



DATE: 06/08/15

DATE: _____

DATE: 6 Jun 2015

DATE: _____

RESOLUTION NO. 15-185

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-259 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. **13-259** of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Plaza (W-40)

(the "Project") at an estimated cost, including related design and engineering expenses of **\$137,000**; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$147,960** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it therefore necessary to amend the Prior Resolution.

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

Section 1. Amendment. *Section 1 and Section 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Plaza (W-40)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of **\$2,687,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$2,901,960** (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

Section 3. Repealer; Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in **Section 2** hereof, **Sections 1 and 2** of the Prior Resolution are hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

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 June 23, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in *The Wichita Eagle*, on June 26, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 15-185, on June 23, 2015 (the “Resolution”). The Resolution amended Resolution No.13-259 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed \$137,000 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 Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on

Water Line Plaza (W-40)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$2,687,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$2,901,960 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 23, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

RESOLUTION NO. 15-186

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 13-258 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. **13-258** of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Ethel (W-41)

(the "Project") at an estimated cost, including related design and engineering expenses of **\$358,000**; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$386,640** in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

WHEREAS, the scope of the Project has expanded to include additional service connections and it therefore necessary to amend the Prior Resolution.

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

Section 1. Amendment. *Section 1 and Section 2* of the Prior Resolution are hereby amended to read as follows:

Section 1. Project Authorization. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Line Ethel (W-41)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of **\$3,758,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed **\$4,058,640** (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

Section 3. Repealer; Ratification. In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in **Section 2** hereof, **Sections 1 and 2** of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolution remains in full force and effect with respect to the Project and the Bonds authorized therein.

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 June 23, 2015.

(SEAL)

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

(Published in *The Wichita Eagle*, on June 26, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No.15-186, on June 23, 2015 (the “Resolution”). The Resolution amended Resolution No.13-258 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed \$386,640 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 Resolution modified the scope of the Project to complete construction of the project and it therefore necessary to amend the Prior Resolution, to complete the work on

Water Line Ethel (W-41)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$3,758,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$4,058,640 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on June 23, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

Second Reading Ordinances for June 23, 2015 (first read on June 16, 2015)

A. Public Hearing and Approval of a Façade Improvement Project – 100 South Market. (District I)

ORDINANCE NO. 50-027

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF PROPERTY LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS (FAÇADE IMPROVEMENTS – 100 SOUTH MARKET IMPROVEMENT DISTRICT).

B. Acquisition by Eminent Domain of tracts required for the Meridian – McCormick to Pawnee Improvement.

ORDINANCE NO. 50-027

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE IMPROVEMENT OF MERIDIAN AVENUE FROM MCCORMICK AVENUE TO PAWNEE AVENUE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE CITY ATTORNEY TO FILE A PETITION IN THE DISTRICT COURT OF SEDGWICK COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN.

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

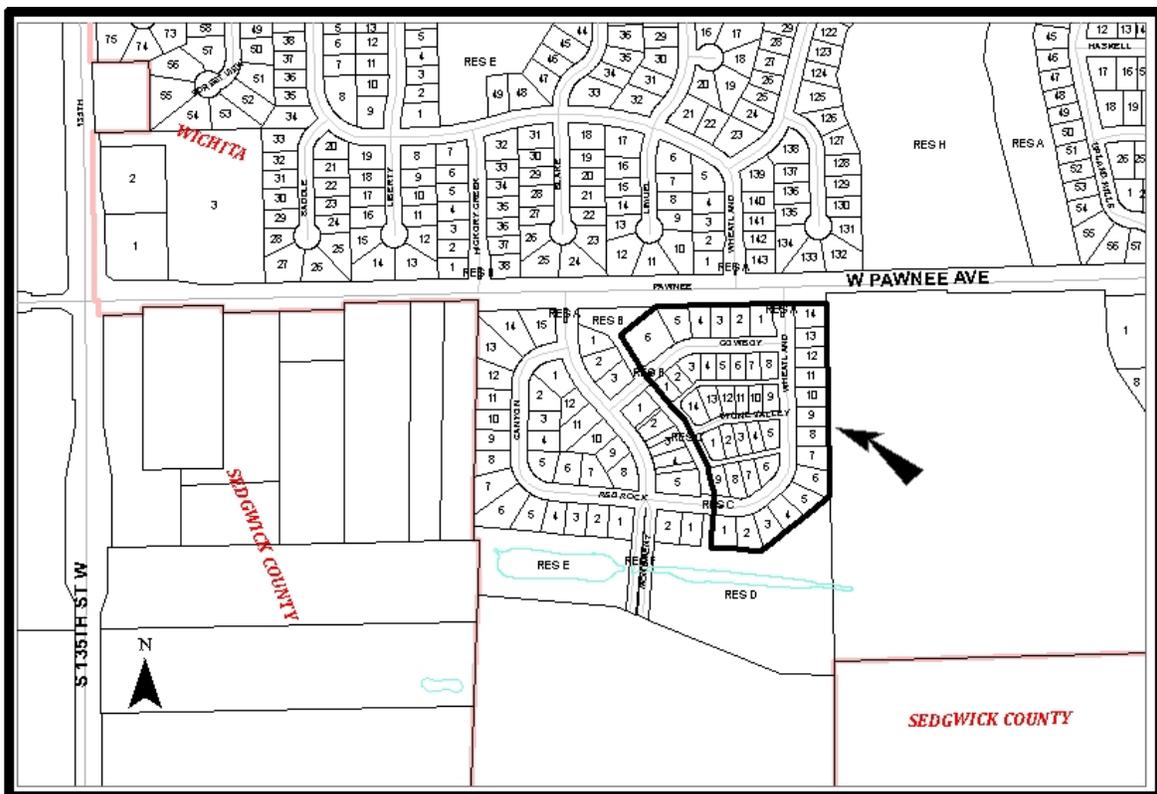
SUBJECT: VAC2015-00002 - Request to Vacate a Plat on Property Generally Located Midway Between 135th and 119th Streets West on the South Side of Pawnee Avenue (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



Background: The applicant is requesting the vacation of all of the undeveloped SF-5 Single-Family Residential zoned 11.87-acre Red Rock Village Addition plat. The applicant has stated that market conditions do not support the single-family residential layout and that the applicant is seeking an agricultural deferral to delay the cost of improvements on the plat, which makes the vacation necessary. Charter Ordinance No. 139 provides the City Council authorization to provide for a delay in payment of special assessments for the cost of constructing public improvements, not to exceed 15 years with a possible extension of 10 years if 50% or less of the property has not been developed. The conditions for consideration of the delay of payment of special assessments for the cost of constructing public improvements are as follows;

- (1) The land is in excess of two and a half acres.
- (2) Has not been platted.
- (3) Primarily used for agricultural purposes.
- (4) Has a population density of less than one family per acre.
- (5) Not served by public improvement.

The applicant meets conditions one, four and five. Condition three appears to have been met as the undeveloped property is listed on the tax rolls as being used for ranching and farming. The applicant's property is platted, so it does not meet condition two, thus the applicant's request to vacate the plat. This is only the second vacation of platted land seeking agricultural deferment that Planning has filed since 2001; VAC2002-00039, generally located southwest of the 55th Street South and Broadway Avenue, 5727 South Jones.

The proposed vacation will eliminate the platted dedication of 60 feet of Pawnee Avenue right-of-way, platted access control onto Pawnee Avenue, platted residential street and alley right-of-ways, platted reserves, platted lots, platted front setbacks, platted wall easements, platted utility easements, platted drainage and utility easements, platted street, drainage and utility easements and the plattor's text. There are utilities located in the platted easements or in the reserves. Red Rock Village Addition was recorded with the Register of Deeds September 29, 2009.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, a utility easement dedicated by separate instrument and a contingent dedication of street right-of-way by separate instrument. The original Vacation Order, the utility easement dedicated by separate instrument and the contingent dedication of street right-of-way by separate instrument will be recorded with the Register of Deeds.

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

Attachments:

- Vacation Order
- A utility easement dedicated by separate instrument
- A contingent dedication of street right-of-way by separate instrument

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

IN THE MATTER OF THE VACATION OF A PLAT)
)
)
)
GENERALLY LOCATED MIDWAY BETWEEN 119TH) **VAC2015-00002**
& 135TH STREETS WEST ON THE SOUTH SIDE OF)
AVENUE)
)
)
MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 23rd day of June, 2015, comes on for hearing the petition for vacation filed by Development Partnership, LLC, c/o Don Coleman (owner), praying for the vacation of the following described plat, to-wit:

The approximately 11.87-acre Red Rock Village Addition , recorded with the Register of Deeds September 29, 2009, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on February 12, 2015, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described plat and the public will suffer no loss or inconvenience thereby.
3. A utility easement dedicated by separate instrument and a contingent dedication of street right-of-way by separate instrument will be filed with this Vacation Order at the Sedgwick County Register of Deeds.
4. In justice to the petitioner(s), the prayer of the petition ought to be granted.
5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described plat should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 23rd day of June, 2015, ordered that the above-described plat is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

COPY

EASEMENT

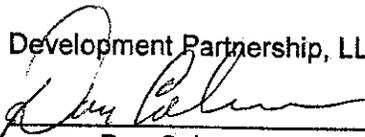
THIS EASEMENT made this 3rd day of March, 2015, by and between Development Partnership, LLC of the first part and the City of Wichita of the second part.

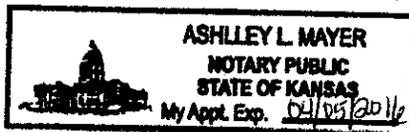
WITNESSETH: That the said first party, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the said second party a perpetual right-of-way and easement for the purpose of construction, maintaining,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

See attached Exhibit "A"

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of construction, operating, maintaining, and repairing such sewer and all other public utilities.

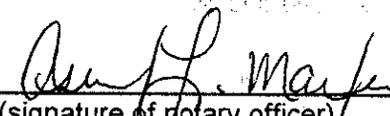
IN WITNESS WHEREOF: The said first party has signed these presents the day and year first written.

Development Partnership, LLC

Member
Don Coleman



State of Kansas)
) SS
Sedgwick County)

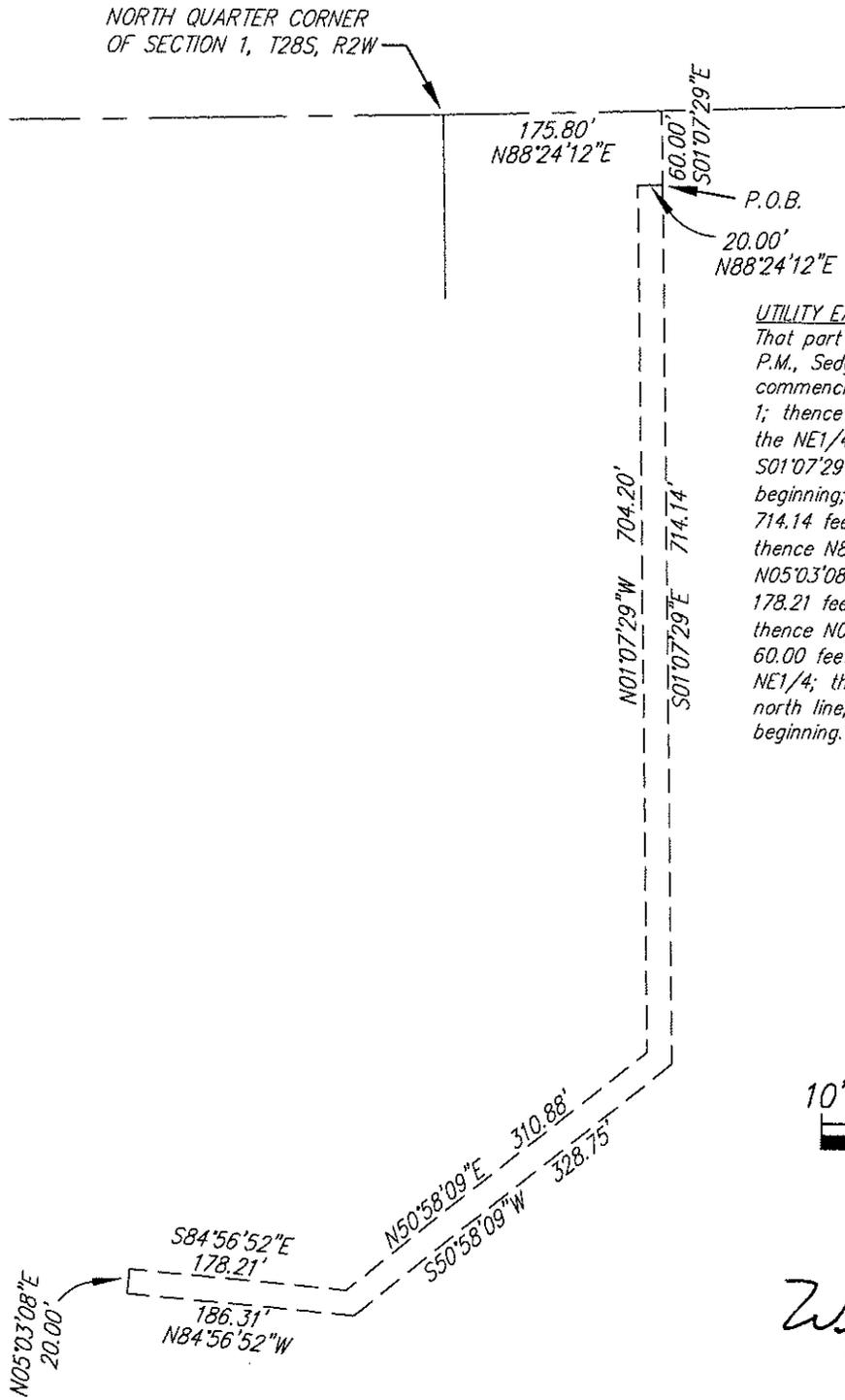
The foregoing instrument was acknowledged before me this 3rd day of March, 2015 by Don Coleman, Member, on behalf of Development Partnership, LLC.


_____, Notary Public
(signature of notary officer)

My appointment expires: 04/05, 2016

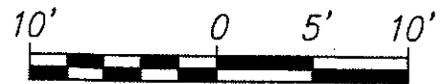
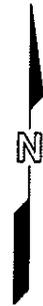
VAC2015-00002
VAC2015-00002: Support DOCS

EXHIBIT A



UTILITY EASEMENT

That part of Sec. 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas, described as commencing at the north quarter of said Sec. 1; thence N88°24'12"E along the north line of the NE1/4 of said Sec. 1, 175.80 feet; thence S01°07'29"E, 60.00 feet to the place of beginning; thence continuing S01°07'29"E, 714.14 feet; thence S50°58'09"W, 328.75 feet; thence N84°56'52"W, 186.31 feet; thence N05°03'08"E, 20.00 feet; thence S84°56'52"E, 178.21 feet; thence N50°58'09"E, 310.88 feet; thence N01°07'29"W, 704.20 feet to a point 60.00 feet south of the north line of said NE1/4; thence N88°24'12"E, parallel with said north line, 20.00 feet to the place of beginning.



DWG FILE: EXHIBIT A
PROJECT NO. 4486V

VA02015-00002

CONTINGENT DEDICATION OF RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Don Coleman, Member, on behalf of Development Partnership, LLC, being the owner of the following described real estate in Sedgwick County, Kansas, to wit:

That part of Section 1, T28S, R2W of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point on the north line and 2101.38 feet east of the northwest corner of said Section 1, also being the northeast corner of Southwest Passage Addition, Wichita, Sedgwick County, Kansas; thence N88°52'12"E along the north line of said NW1/4, 457.20 feet to the northeast corner of said NW1/4; thence N88°24'12"E along the north line of the NE1/4 of said Section 1, 175.80 feet; thence S01°07'29"E, 774.14 feet to the northeast corner of Reserve D, in said addition; thence S50°58'09"W along the northerly line of said Reserve D, 328.75 feet; thence N84°56'52"W along the northerly line of said Reserve D, 186.31 feet; thence N05°03'08"E along a line of Reserve D, 120.00 feet to the south right of way line of Red Rock, in said addition; thence S84°56'52"E along said south right of way line, 45.00 feet; thence N05°03'08"E, 64.00 feet to the south line of Reserve C, in said addition, being a curve to the left having a radius of 168.00 feet, chord bearing N59°58'55"E, 193.06 feet; thence along said curve, 205.66 feet to the easterly most corner of said Reserve C; thence S88°52'16"W along said Reserve C, 233.87 feet; thence N06°35'05"W along said Reserve C, 20.67 feet; thence N26°19'19"W along the easterly line of said Reserve C, 193.22 feet; thence N40°46'52"W along the easterly line of said Reserve C, 187.18 feet to the easterly most corner of Cowboy Street, in said addition; thence N40°08'18"W along the northeasterly line of said Cowboy Street, 58.00 feet to the northerly most corner of said Cowboy Street and the southeast corner of Reserve B, in said addition; thence N30°30'52"W along the easterly line of said Reserve B, 157.44 feet; thence N50°46'25"E along the easterly line of said Reserve B, 164.43 feet to the northeast corner of said Reserve B; thence N01°07'48"W, 60.00 feet to the point of beginning; TOGETHER WITH that part of Red Rock street right of way and Reserve C, Southwest Passage Addition, Wichita, Sedgwick County, Kansas, described as beginning at the

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

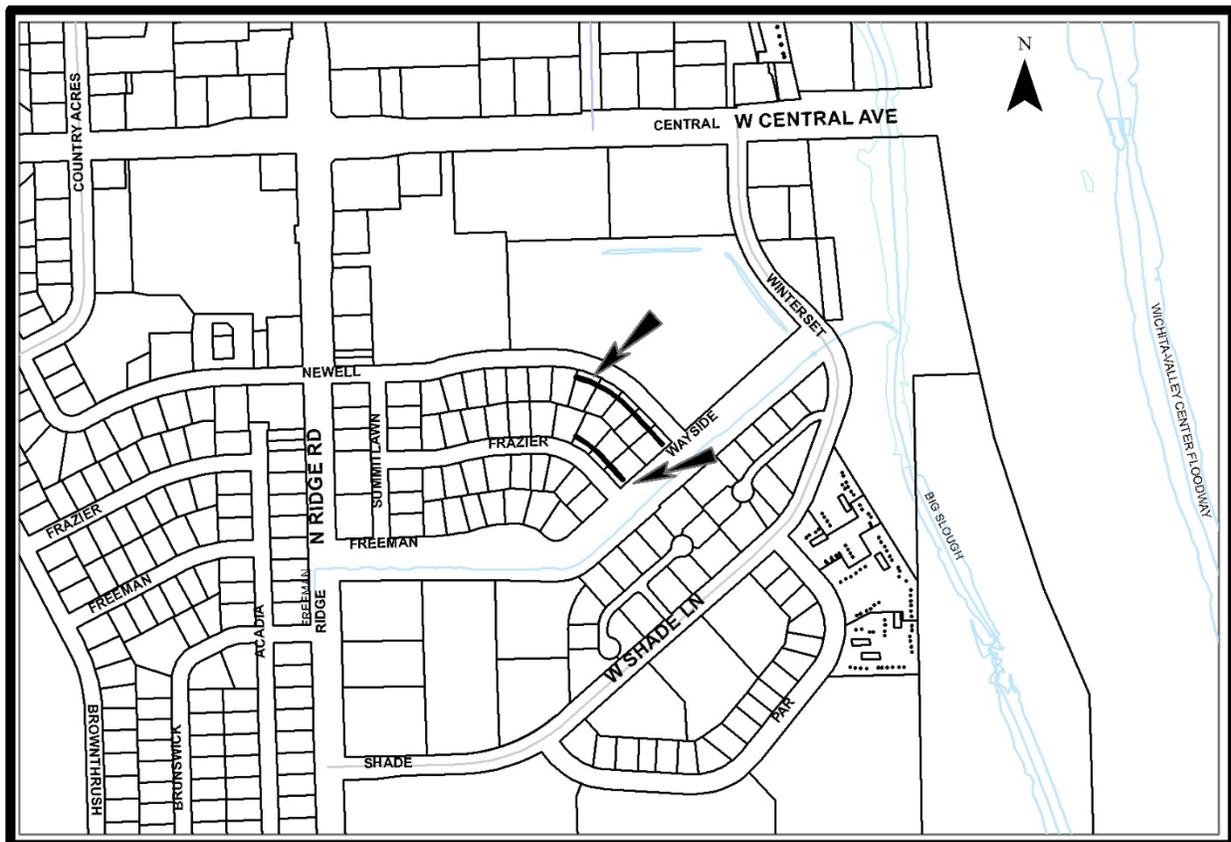
SUBJECT: VAC2015-00010 - Request to Vacate a Portion of Platted Front Setbacks on Multiple Lots on Property Generally Located West of the Wichita-Valley Center Floodway, South of Central Avenue and West of the Wayside Lane Intersections of Newell Street and Frazier Avenue (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



Background: The applicant proposes to vacate the inside five-feet of the platted 30-foot front yard setback on Lots 1, 2, 3, 4, 5, 23, 24 and 25, Block E, County Acres 6th Addition. All of the subject lots are zoned TF-3 Two-Family Residential; ZON2014-00033. The Unified Zoning Code's (UZC) minimum front yard setback standard for the TF-3 zoning district is 25 feet. If the setbacks were not platted, the applicant could have applied for an Administrative Adjustment that would have reduced the SF-5 zoning district's 25-foot front yard setback by 20 percent resulting in a 20-foot setback. The applicant's request does not exceed what is permitted by an administrative adjustment. There are no platted easements in the described portion of the platted front yard setback. There are no utilities located within the described portion of the platted front yard setbacks. The County Acres 6th Addition was recorded with the Register of Deeds February 8, 1960.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

Attachment:

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF A PORTION)
OF PLATTED FRONT SETBACKS ON MULTIPLE LOTS)
)
)
GENERALLY LOCATED WEST OF THE WICHITA-)
VALLEY CENTER FLOODWAY, SOUTH OF CENTRAL)
AVENUE & WEST OF THE WAYSIDE LANE)
INTERSECTIONS OF FRAZIER LANE AND NEWELL)
STREET)
)
MORE FULLY DESCRIBED BELOW)**

VAC2015-00010

VACATION ORDER

NOW on this 23rd day of June, 2015, comes on for hearing the petition for vacation filed by BATC LLC (owner), praying for the vacation of the following described platted front setbacks on multiple lots, to-wit:

The inside 5 feet of the platted 30-foot front yard setback of Lots 1, 2, 3, 4, 5, 23, 24 and 25, Block E, County Acres 6th Addition, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on April 16, 2015, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described portion of the platted front setbacks on multiple lots and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of the described portion of the platted front setbacks on multiple lots should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 23rd day of June, 2015, ordered that the above-described portion of the platted front setbacks on multiple lots are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

Background: The applicant proposes to vacate the platted 404.72-foot long (x) 20-foot wide utility easement running parallel to the east property line of Lots 1, 2 and 3, McGinty Addition. There is no extension of the platted easement onto the abutting south and north properties. There are no utilities located in the subject easement. The McGinty Addition was recorded with the Register of Deeds August 12, 1983.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

Attachment:

- Vacation Order

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 23rd day of June, 2015, ordered that the above-described platted easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

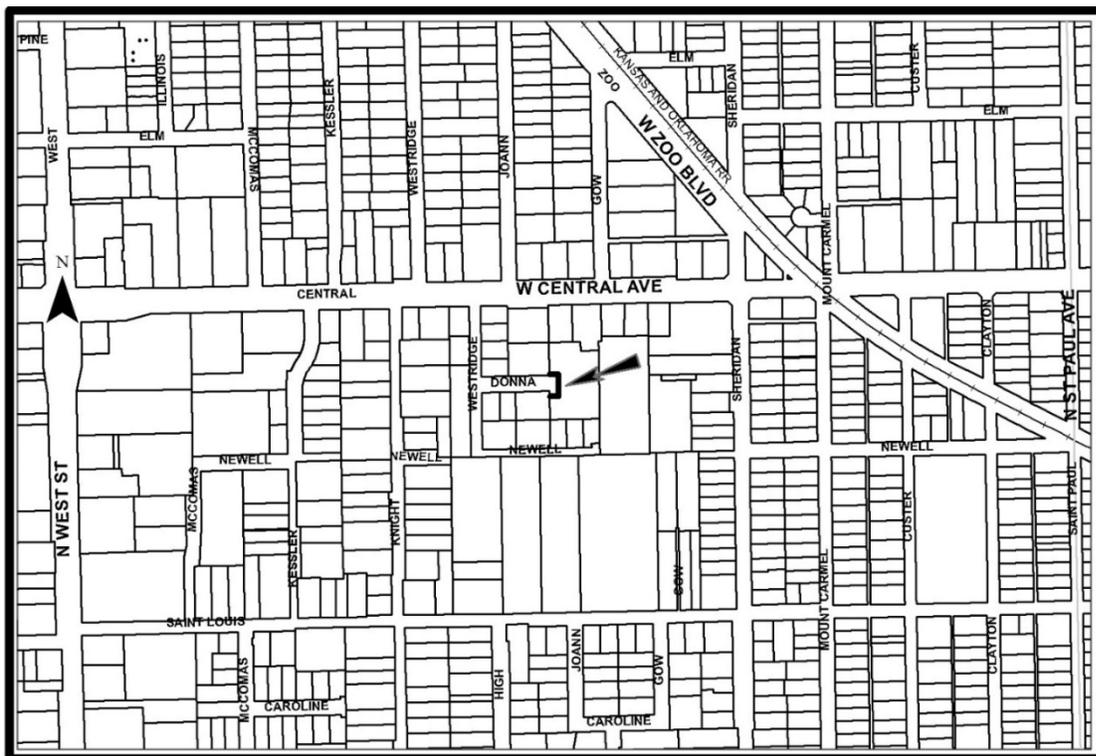
SUBJECT: VAC2015-00012 - Request to Vacate a Portion of Platted Complete Access Control on Property Generally Located Southwest of Sheridan and Central Avenues and East of the Intersection of Westridge Drive and Donna Avenue (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (12-0).



Background: The applicant proposes to vacate a portion of the platted complete access control to permit a drive onto Donna Avenue off of the west side of Lot 3, Galyardts 7th Addition. Donna Avenue is a short, sand and gravel residential street that ends in a hammerhead on the applicant's MF-29 Multi-Family Residential zoned subject site. As platted, the undeveloped subject site is allowed access only onto Central Avenue, via a platted 30-foot wide (x) 145-foot long joint access easement located on its north end going between Lots 1 and 2, Galyardts 7th Addition. The platted joint access easement provides the site with direct access to the arterial street Central Avenue, thus providing compliance with the locational criteria of multi-family residential zoning having direct access to arterial roads. The request would allow access onto the residential street, Donna Avenue. There is a sewer line, a manhole, a water line and water valve located in Donna Avenue in the area of the vacation. The Galyardts 7th Addition was recorded with the Register of Deeds January 11, 1980.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (12-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and a restrictive covenant limiting development on the site to single-family residential. The original Vacation Order and the restrictive covenant limiting development on the site to single-family residential will be recorded with the Register of Deeds.

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

Attachments:

- Vacation Order
- A restrictive covenant limiting development on the site to single-family residential
- A no protest agreement for paving

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

**IN THE MATTER OF THE VACATION OF A PORTION)
OF PLATTED COMPLETE ACCESS CONTROL)**

**GENERALLY LOCATED SOUTHWEST OF SHERIDAN)
& CENTRAL AVENUES & EAST OF THE WESTRIDGE)
DRIVE & DONNA AVENUE INTERSECTION)**

VAC2015-00012

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 23rd day of June, 2015, comes on for hearing the petition for vacation filed by Michael Joel Most (owner), praying for the vacation of the following described portion of platted complete access control, to-wit:

Vacating the platted complete access control to permit one 30-foot wide drive onto Donna Avenue off of the west side of Lot 3, Galyardts 7th Addition, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on April 16, 2015, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the described portion of the platted complete access control and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. A restrictive covenant limiting development on Lot 3, Galyardts 7th Addition to single-family residential and a no protest petition to future improvements to Donna Avenue will be filed with this Vacation Order at the Sedgwick County Register of Deeds.

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

6. The vacation of the described portion platted complete access control should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 23rd day of June, 2015, ordered that the above-described portion of platted complete access control is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Jennifer Magana, City Attorney and Director of Law

COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT Michael Joel Mast is the owner (hereinafter called the "undersigned") of the following described real estate, to-wit:

Lot 3, Galyardts 7th Addition, Wichita, Sedgwick County, Kansas.

NOW THEREFORE, in consideration of receiving approval from the Wichita City Council for the vacation of the platted complete access control located on the west side of Lot 3, Galyardts 7th Addition, as approved and described by Vacation Case VAC2015-00012 (to allow access onto Donna Avenue), the undersigned agrees that Lot 3, Galyardts 7th Addition, Wichita, Sedgwick County, Kansas, will be developed as one lot for one single-family residence.

This covenant, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

It is also understood that this covenant shall be binding upon the undersigned, their successors and assigns, and shall run with the land beginning with the date of execution.

Date this 18th day of May, 2015

Michael Joel Mast

STATE OF KANSAS)
SEDGWICK COUNTY)

Michael Joel Mast

BE IT REMEMBERED, that on this 18th day of May, 2015, before me, a Notary Public, in and for the County and State aforesaid, came the undersigned Michael Joel Mast

Michael Joel Mast

who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written

Kristi L. Tremblay
Notary Public



My Commission Expires _____

NO PROTEST AGREEMENT FOR PAVING

THIS AGREEMENT made and entered into this 18th day of May, 2015, by and between the City of Wichita, Kansas, party of the first part (hereinafter "City"), and Michael Joel Mast party of the second part (hereinafter "Owner").

Michael Joel Mast

WITNESSETH:

WHEREAS, City, at some undetermined time in the future, intends to construct certain public improvements to serve property owned by Owner(s) and property owned by others; and

WHEREAS, Owner is the owner of real property legally described as:

Lot 3, Backyards, 7th Addition, Wichita, Sedgwick County, Kansas

WHEREAS, Owner wishes to complete the vacation requirements for VAC 2015-00012 as required by the Wichita/Sedgwick County Planning Department.

WHEREAS, City wishes to insure that the said real property owned by Owner will be included in the improvement district responsible for that portion of the costs of said future improvement that are to be assessed pursuant to the provisions of K.S.A. 12-6a01 et seq.

NOW, THEREFORE, the party (ies) hereto agree(s) as follows:

1. City shall grant Owner(s) request for subject vacation of access control on said real property, notwithstanding the fact that not all the public improvements normally required to be constructed prior to approval of this vacation case having been constructed.

2. Owner(s), on his own behalf and on behalf of his heirs, assigns and successors in interest, irrevocably waives his right, pursuant to K.S.A. 12-6a06, to protest the commencement of the construction of paving improvements on Donna Avenue by the City, but nothing contained herein shall be deemed to be a waiver by Owner of his right to challenge, pursuant to K.S.A. 12-6a11, the reasonableness of the portion of the cost of said construction assessed against Owner's said real property.

3. A copy of this agreement shall be recorded with the Register of Deeds and the promises herein made by Owner shall constitute covenants running with the land described herein.

IN WITNESS WHEREOF, said parties have set their hands this 18th day of May, 2015

Owner Michael Joel Mast

Michael Joel Mast

CITY OF WICHITA

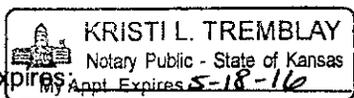
By: _____, Mayor

Karen Sublett, City Clerk

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 18th day of May, 2015, before me, a Notary Public, in and for the County and State aforesaid, came (Owner(s)), personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

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



Kristi L. Tremblay

Notary Public

My Commission Expires: _____

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this _____ day of _____, 20 __, before me, a Notary Public, in and for the County and State aforesaid, came _____ personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same, for and on behalf and as the act and deed of said corporation.

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

Notary Public

My Commission Expires: _____

APPROVED AS TO FORM:

Jennifer Magaña, Director of Law

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00017 – City Zone Change from Single-Family Residential SF-5 to Limited Commercial LC; Generally Located South of Harry Street on the West Side of South Webb Road (District II)

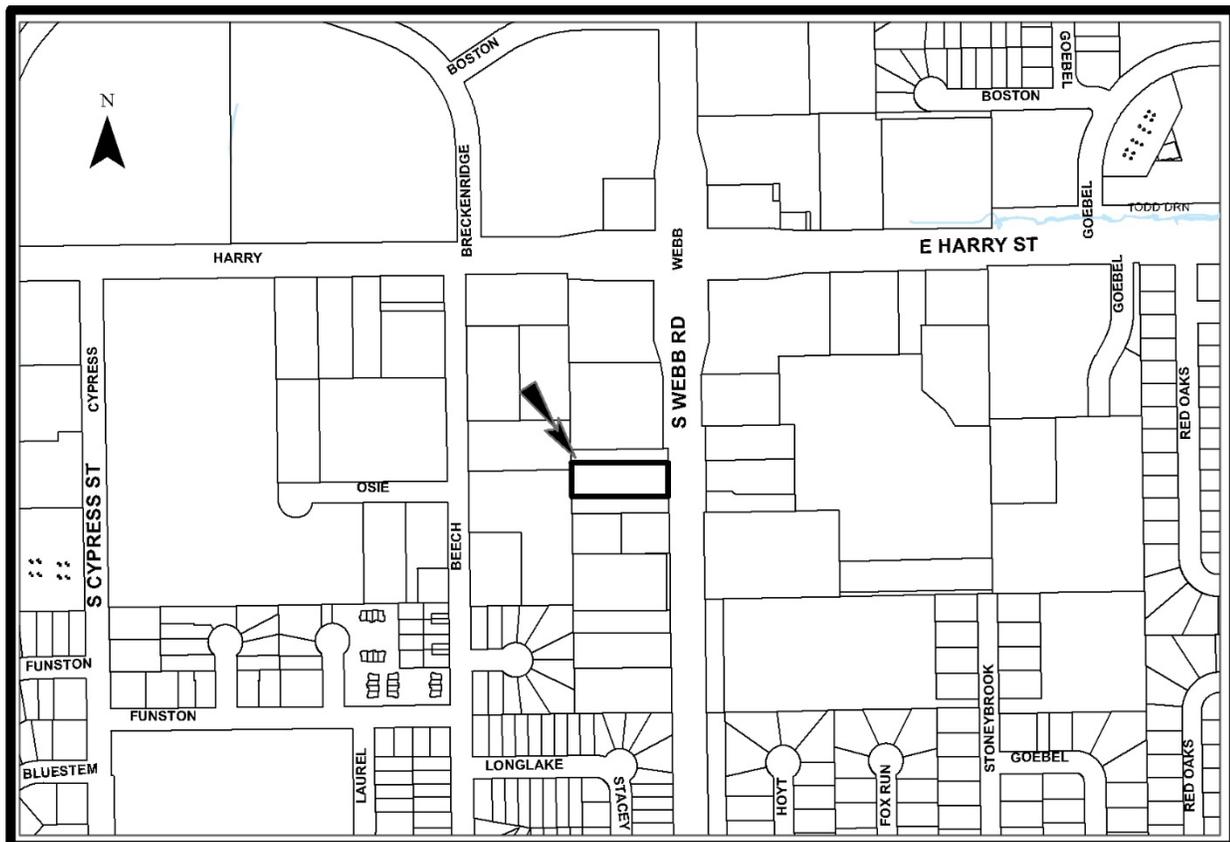
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (12-0).

DAB Recommendation: District Advisory Board II recommended approval of the request (7-0).

MAPD Staff Recommendation: Metropolitan Area Planning Department staff recommended approval of the request.



BACKGROUND: The applicant is seeking Limited Commercial (LC) zoning to permit a restaurant use on 0.88 acres located on the west side of South Webb Road, south of Harry Street, which is a four-lane arterial. The subject site is the south portion (0.60 acre) of an unplatted lot with two zoning districts. The north portion of the property (0.25) acre is zoned LC and the rest of the site is zoned Single-Family Residential (SF-5). If approved, the LC zoning would permit the development of a restaurant.

The applicant has submitted a one-step final plat for the Wasinger Addition. After the zone change and the plat have been perfected, the applicants will provide a scaled site plan giving more detail including, but not limited to, building location, landscaping, any proposed light poles and identification of customer and employee parking.

The properties located east and north of the site are zoned LC and developed with fast food restaurants with drive-thru services and a neighborhood Wal-Mart store. Land west of the subject site, is zoned General Office (GO) developed with strip office buildings. Land to the south is zoned GO and is currently undeveloped.

Analysis: On May 21, 2015, the Metropolitan Area Planning Commission (MAPC) reviewed the application. The MAPC approved the application by consent (12-0).

On April 15, 2015, District Advisory Board (DAB) II heard the case and voted to approve the zone change (7-0). No comments from the public were recorded.

No official protests were received. The MAPC recommendation may be approved by a simple majority vote.

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

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zone change as recommended by MAPC and place the ordinance on first reading (simple majority vote).

Attachments: MAPC minutes, DAB memo and ordinance.

ORDINANCE NO. 50-028

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

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

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

Case No. ZON2015-00017

City zone change request from Single-Family (SF-5) to Limited Commercial (LC) on property generally located south of Harry Street on the west side of South Webb Road described as:

Beginning 630' North of the Southeast corner of the N/2 of the NE/4; thence West 330'; thence North 138'; thence East 330'; thence South to point of beginning, 32-27-2E (1659 South Webb Road).

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

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

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magaña, City Attorney and Director of Law

**EXCERPT MINUTES OF THE MAY 21, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2015-00017 – Alan D. Lefors & Linda Turley and Fugate Enterprises (applicants), Mark Savoy (agent) request a City zone change from SF-5 Single-family Residential to LC Limited Commercial on property described as:

That part of the East 10 Acres of the N1/2 of the NE1/4 of Sec. 32, Twp. 27-S, R-2-E of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point in the East line of said NE1/4, 630 feet North of the S.E. Corner of the N1/2 of said NE1/4; thence West, parallel with the South line of said N1/2, 330 feet more or less to the West line of said East 10 Acres; thence North, along the West line of said East 10 Acres, 92.06 feet more or less to a point 600 feet South of the North line of said NE1/4; thence East, parallel with the North line of said NE1/4, 330 feet more or less to the East line of said NE1/4; thence South, along the East line of said NE1/4, 97.74 feet more or less to the Point of beginning, except the East 60 feet thereof.

BACKGROUND: The applicant is seeking Limited Commercial (LC) zoning to permit a restaurant use on 0.88 acres located on the west side of South Webb Road, south of Harry Street, which is a four-lane arterial. The subject site is the south portion (0.60 acre) of an unplatted lot with two zoning districts. The north portion of the property (0.25 acre is zoned LC) and the rest of the site is zoned SF-5 Single-family Residential. If approved, the LC zoning would permit the development of a restaurant.

The applicants have submitted a one-step final plat for the Wasinger Addition. After the zone change and the plat have been perfected, the applicants will provide a scaled site plan giving more detail including, but not limited to, building location, landscaping, any proposed light poles and identification of customer and employee parking.

The properties located east and north of the site are zoned LC and developed with fast food restaurants with drive-thru services. Land west of the subject site, is zoned GO General Office developed with strip office buildings. Land to the south is zoned GO and is currently undeveloped.

CASE HISTORY: This zone change application has been filed to change current zoning (SF-5) to LC. LC zoning allows warehouse/self-storage facilities with approval of CON2015-10. The land is currently undeveloped.

ADJACENT ZONING AND LAND USE:

North: LC; Fast Food Restaurant with Drive-Thru
South: GO; Undeveloped
East: LC; Fast Food Restaurant with Drive-Thru
West: GO; Strip office development

PUBLIC SERVICES: The site is served by all usual municipal and private utilities and services.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide depicts the site as appropriate for “local commercial” use. The “Local” use category contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and person service facilities. On a limited presence basis, these areas may also include mini-storage warehousing and small scale, light manufacturing uses.

RECOMMENDATION: Based upon the information available at the time the staff report was completed, staff recommends approval of the request.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The land located immediately next to, or across the street from the application area is zoned LC and GO. Fast food restaurants are in operation north and east of the site and a large strip office is located to the west of the site.
2. The suitability of the subject property for the uses to which it has been restricted: The site is surrounded by LC development. The subject site is bordered by LC to the north, GO to the west and south. Across Webb Road to the east, the properties are zoned LC and developed with fast food restaurants and a neighborhood Wal-Mart.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of the LC zoning should not create an increased negative impact on nearby property given the site location on an arterial street and there are already fast food restaurants immediately adjacent to the subject site.
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Given the surrounding commercial uses and the location of the property on a major arterial street, SF-5 zoning would cause economic hardship to the owner. LC zoning is appropriate for this location and provides economic viability of the property for the owner.
5. Length of time the property has been vacant as currently zoned: The site has a single-family house that appears to have been vacant for multiple years given the state of deterioration evident.
6. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide depicts the site as appropriate for “local commercial” use. The “Local” use category contains concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw. The range of uses includes medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and person service facilities. The site is intended to be developed as a fast food restaurant.
7. Impact of the proposed development on community facilities: None identified.

KATHY MORGAN, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **KLAUSMEYER** seconded the motion, and it carried (12-0).



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Office of Community Engagement
SUBJECT: ZON2015-00017 (associated with SUB2015-00014)
DATE: June 9, 2015

On Monday, May 11, 2015, the District II Advisory Board considered a request for a zoning change.

The applicant, Alan D. Lefors & Linda Turley and Fugate Enterprises, is seeking LC Limited Commercial zoning to permit a restaurant use on 0.88 acres located on the west side of South Webb Road, south of Harry Street, which is a four-lane arterial.

The intended use fits the current development of the area and the 2030 comprehensive plan. The planning commission will hear this request on May 21. There are no special conditions attached to this request. The applicant would need to follow all of the LC regulations.

Action taken: Weddle/Baysinger moved to recommend approval of the request.
Motion carried 7-0.

City of Wichita
City Council Meeting
June 23, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00018 – City Zone Change from LI Limited Industrial to CBD Central Business District on Property Generally Located South of Waterman Street and East of Commerce Street (District I)

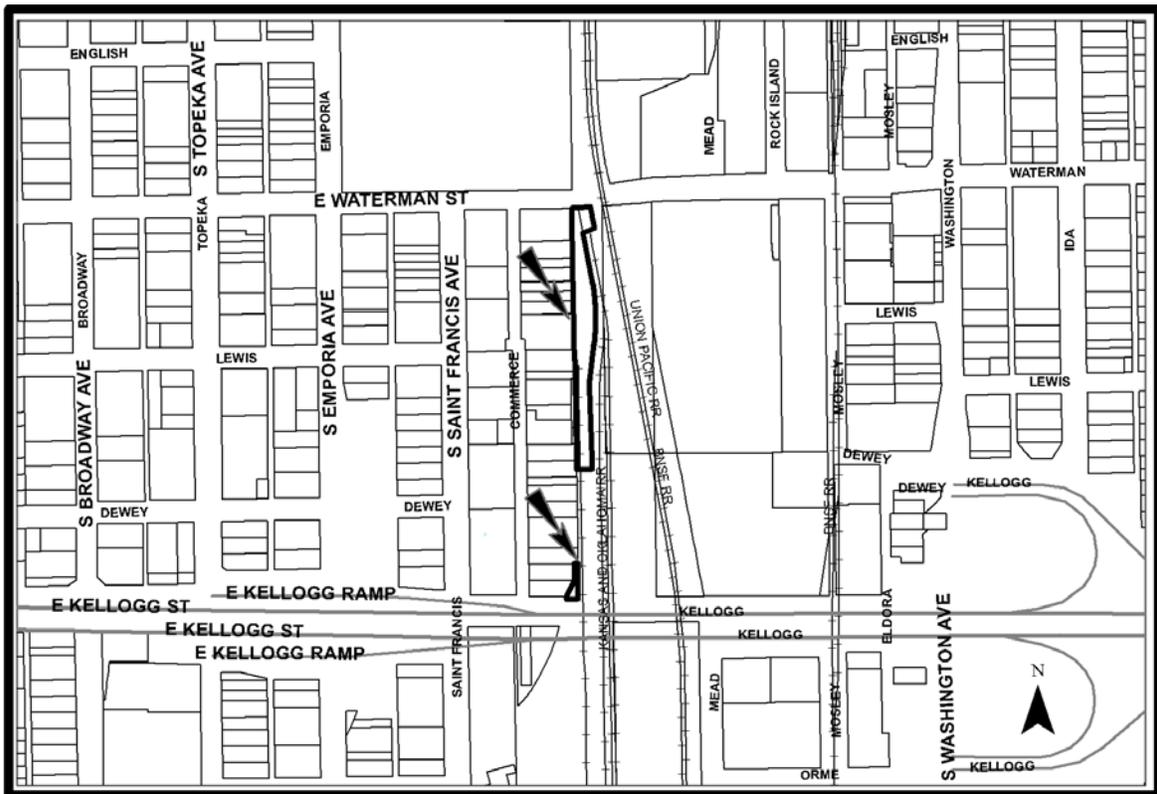
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (12-0).

DAB Recommendation: District Advisory Board I recommended approval of the request (9-1).

MAPD Staff Recommendation: The Metropolitan Area Planning Department staff recommended approval of the request.



Background: The long broken, irregular shaped, undeveloped, unplatted Limited Industrial (LI) zoned site is located north of Kellogg Street, south of Waterman Street, east of Commerce Street and west of the elevated railroad tracks. The requested Central Business District (CBD) zoning matches the west abutting CBD zoned properties, which were rezoned from LI; ZON2000-00032 and ZON2005-00031. Most of these abutting properties' brick, one-two story buildings were built (1900-1930) originally as warehouses utilizing the area's still existing active railroad lines/tracks. The National Historic registered Broom Corn Warehouse is the oldest building, built in 1895. The most recent building appears to have been built in 1960. What was once an industrial warehouse district is now mostly art studios/galleries, an antique store, offices, retail and garden apartments, and is part of the Commerce Street Art District. The applicants propose to use the proposed CBD zoned subject property for much needed paved parking for these abutting CBD zoned developments. The site's current LI zoning would allow parking by right, but the applicants want the property's zoning to match the west abutting development.

The areas located further west, south and north of the site are also zoned CBD. The dominate development in this area of CBD zoning is the recently completed (2009) Intrust Bank Arena, located north of the site, across Waterman Street. Intrust Bank Arena hosts concerts, hockey games, basketball games and other events that require a large events venue. Parking lots cluster around the Arena's west and south sides. Office buildings, retail, parking lots and vacant buildings are located further west of the site. The exception to the area's CBD zoning is the east and south abutting LI zoned railroad easement, which has active ground level rail spurs and elevated tracks. More CBD zoned properties, including the Union Station Depot, are located further east of the site, across the elevated tracks.

Analysis: On May 21, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protesters at the MAPC meeting. The MAPC voted 12-0 to approve the request for CBD zoning.

On June 1, 2015, District Advisory Board (DAB) I considered the request. There were no protesters at the DAB meeting. DAB I voted 9-1 to approve the request for CBD zoning. Planning staff has received no valid protests.

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

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

Recommendation/Actions: It is recommended that the City Council adopt the findings of the MAPC and approve the requested zoning, subject to platting within a year (a simple majority vote) and instruct the Planning Department to forward the ordinance for first reading when the plat is completed.

Attachments:

- MAPC minutes
- DAB memo
- Ordinance

**EXCERPT MINUTES OF THE MAY 21, 2015 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2015-00018 – The Finn Lofts, LLC and Kansas and Oklahoma Railroad, LLC (applicants/owners) request a City zone change request from LI Limited Industrial to CBD Central Business District on property described as:

A tract of land in the Southwest Quarter of Section 21, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of Lot 78 on vacated Santa Fe Ave., (platted as Fifth Ave.), N. A. English's 3rd Addition to the City of Wichita, Sedgwick County, Kansas; thence S89°59'35"E (assumed basis of bearings) along the easterly extension of the north line of said Lot 78, 30.00 feet to a point on the east line of said vacated Santa Fe Ave., and for a point of beginning; thence continuing S89°59'35"E along the easterly extension of the north line of said Lot 78, 19.06 feet; thence S09°34'05"E, 237.20 feet to the point of curvature of a tangent curve to the right; thence southerly along said curve, having a central angle of 09°36'35" and a radius of 617.25 feet, an arc distance of 103.53 feet, (having a chord length of 103.41 feet bearing S04°45'47"E), to the point of tangency of said curve; thence S00°02'30"W, 14.58 feet to the point of curvature of a tangent curve to the right; thence southerly along said curve, having a central angle of 06°50'19" and a radius of 607.50 feet, an arc distance of 72.51 feet, (having a chord length of 72.46 feet bearing S03°27'40"W), to the point of tangency of said curve; thence S06°52'49"W, 91.32 feet to the point of curvature of a tangent curve to the left; thence southerly along said curve, having a central angle of 06°48'59" and a radius of 556.50 feet, an arc distance of 66.21 feet, (having a chord length of 66.17 feet bearing S03°28'19"W), to the point of tangency of said curve; thence S00°03'50"W, 227.15 feet; thence N89°57'58"W, 46.58 feet to a point on the east line of Lot 14, Fletcher's 2nd Addition to Wichita, Sedgwick County, Kansas; thence N00°02'02"E along the east line of said Lot 14 and Lots 13, 12, and 11 in said Fletcher's 2nd Addition, 78.66 feet to the northeast corner of said Lot 11; thence N89°49'38"W along the north line of said Lot 11, 13.50 feet; thence N00°02'02"E parallel with the east line of Lots 10, 9, 8, 7, 6, 5, 4, and 3 in said Fletcher's 2nd Addition, 200.00 feet to a point on the north line of said Lot 3; thence S89°49'38"E along the north line of said Lot 3, 13.50 feet to the northeast corner of said Lot 3, said northeast corner also being the southeast corner of Lot 2 in said Fletcher's 2nd Addition; thence N00°02'02"E along the east line of said Lot 2 and Lot 1 in said Fletcher's 2nd Addition, 56.30 feet, more or less, to the northeast corner of said Lot 1; thence N89°49'38"W along the north line of said Lot 1, 2.28 feet to the intersection with the southerly extension of the east line of said vacated Santa Fe Ave.; thence N00°08'41"E along the extended east line of said vacated Santa Fe Ave., 472.72 feet, more or less, to the point of beginning; TOGETHER WITH a tract of land in the Southwest Quarter of Section 21, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of Lot 78 on vacated Santa Fe Ave., (platted as Fifth Ave.), N. A. English's 3rd Addition to the City of Wichita, Sedgwick County, Kansas; thence S89°59'35"E (assumed basis of bearings) along the easterly extension of the north line of said Lot 78, 30.00 feet to a point on the

east line of said vacated Santa Fe Ave., said point also being the northwest corner of a tract of land described and conveyed in the Quitclaim Deed recorded in DOC.#/FLM-PG: 29358323; thence continuing S89°59'35"E along the easterly extension of the north line of said Lot 78, (and along the north line of said tract of land), 19.06 feet to the northeast corner of said tract of land, and for a point of beginning; thence continuing S89°59'35"E along the easterly extension of the north line of said Lot 78, (and along the easterly extension of the north line of said tract of land), 34.48 feet; thence S09°34'05"E parallel with the east line of said tract of land, 58.00 feet; thence S80°25'55"W, 34.00 feet to a point on the east line of said tract of land; thence N09°34'05"W along the east line of said tract of land, 63.74 feet to the point of beginning, and TOGETHER WITH that part of the Condemnation recorded in Misc. Book A, Page 408 which lies in the East Half of the Southwest Quarter of Section 21, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing where the west line of the W. & S.W. Ry. right-of-way intersects the south line of the East Half of said Southwest Quarter; thence westerly along the south line of the East Half of said Southwest Quarter, 2.65 feet for a point of beginning; thence northerly parallel with the west line of said W. & S.W. Ry. right-of-way, 146.00 feet, more or less, to the intersection with the easterly extension of the south line of Lot 39, Fletcher's Addition to Wichita, Kansas; thence westerly along said extended south line, 28.35 feet; thence southwesterly, 35.00 feet normally distant westerly of the centerline of the W. & W. Ry. to a point on the south line of the East Half of said Southwest Quarter; thence easterly along the south line of the East Half of said Southwest Quarter to the point of beginning, all being subject to that part of the above described tract condemned for additional right-of-way designated as Tract 23 in Condemnation Case No. A-33119, Div. No. 2 recorded in Misc. Book 263, Page 321.

BACKGROUND: The long broken, irregular shaped, undeveloped, unplatted Limited Industrial (LI) zoned site is located north of Kellogg Street, south of Waterman Street, east of Commerce Street and west of the elevated railroad tracks. The requested Central Business District (CBD) zoning matches the west abutting CBD zoned properties; ZON2000-00032 and ZON2005-00031. Most of these abutting properties' brick, one-two story buildings were built (1900-1930) originally as warehouses utilizing the area's still existing active railroad lines/tracks. The National Historic registered Broom Corn Warehouse is the oldest building, built in 1895. The most recent building appears to have been built in 1960. What was once a warehouse district is now mostly art studios/galleries, an antique store, offices, retail and garden apartments, and is part of the Commerce Street Art District. The applicants propose to use the proposed CBD zoned subject property for much needed paved parking for these abutting CBD zoned developments. The site's current LI zoning would allow parking by right, but the applicants want the property's zoning to match the west abutting development.

The areas located further west, south and north of the site are also zoned CBD. The dominate development in this area of CBD zoning is the recently completed (2009) Intrust Bank Arena, located north of the site, across Waterman Street. Intrust Bank Arena hosts concerts, hockey games, basketball games and other events that require a large events venue. Parking lots cluster around the Arena's west and south sides. Office buildings, retail, parking lots and vacant buildings are located further west of the site. The exception to the area's CBD zoning is the east and south abutting LI zoned railroad easement, which has active ground level rail spurs and elevated tracks. More CBD zoned properties, including the Union Station Depot, are located further east of the site, across the elevated tracks.

CASE HISTORY: The site is not platted, but was a portion of railroad easement/right-of-way.

ADJACENT ZONING AND LAND USE:

NORTH: CBD Large events venue, parking lots, offices
SOUTH: CBD, LI Warehouses, active ground level rail spurs and elevated tracks
EAST: LI, CBD Active ground level rail spurs and elevated tracks, Union Station
WEST: CBD Warehouses-offices, offices, skateboard park, parking lots, vacant buildings

PUBLIC SERVICES: The site has access off of Waterman Street, a four-lane arterial street at this location. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The purpose of the LI zoning district is to accommodate moderate intensity manufacturing, industrial, commercial and complementary land uses. The LI district is generally compatible with the "employment/industry center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application primarily within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area."

The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building.

The requested CBD is the appropriate zoning for this site, which is located in an area that has evolved from a LI zoned warehouse district built to take advantage of the abutting active railroad system to an eclectic collection of art studios, galleries, an antique store, garden apartments, retail, offices and office-warehouses. Previous requested zoning changes on the west abutting properties from LI to CBD promoted and reflected the area's change in uses; ZON2000-00032 and ZON2005-00031.

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

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** What was once a LI zoned warehouse district is now a CBD zoned area of art studios/galleries, an antique store, offices, retail and garden apartments, and is part of the Commerce Street Art District. The areas located further west, south and north of the site are also zoned CBD. The dominate development in this area of CBD zoning is the recently completed (2009) Intrust Bank

Arena, located north of the site, across Waterman Street. Intrust Bank Arena hosts concerts, hockey games, basketball games and other events that require a large events venue. Parking lots cluster around the Arena's west and south sides. Office buildings, retail, parking lots and vacant buildings are located further west of the site. The exception to the area's CBD zoning is the east and south abutting LI zoned railroad easement, which have active ground level rail spurs and elevated tracks. More CBD zoned properties, including the Union Station Depot, are located further east of the site, across the elevated tracks.

(2) **The suitability of the subject property for the uses to which it has been restricted:**

The area that has evolved from a LI zoned warehouse district built to take advantage of the abutting active railroad system to an eclectic collection of art studios, galleries, an antique store, garden apartments, retail, offices and office-warehouses. Previous requested zoning changes on the west abutting properties from LI to CBD promoted and reflected the area's change in uses; ZON2000-00032 and ZON2005-00031.

(3) **Extent to which removal of the restrictions will detrimentally affect nearby**

property: The proposed CBD zoning should not have any detrimental impact on the area. CBD zoning is currently the dominate zoning in the area, the downtown core area.

(4) **Conformance of the requested change to the adopted or recognized Comprehensive**

Plan and policies: The purpose of the CBD zoning district is to accommodate retail, commercial, office and other complementary land uses within the downtown core area of the City of Wichita. The CBD district is generally compatible with the "Downtown Regional Center" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application only within the City of Wichita and only within the downtown core area and certain nearby areas being redeveloped with similar patterns of uses and site development standards such as but not limited to zero lot setbacks, shared parking, public streetscapes as landscaping and urban design elements and mixed uses within a building.

The requested CBD is the appropriate zoning for this site, which is located in an area that has evolved from a LI zoned warehouse district built to take advantage of the abutting active railroad system to an eclectic collection of art studios, galleries, an antique store, garden apartments, retail, offices and office-warehouses. Previous requested zoning changes on the west abutting properties from LI to CBD promoted and reflected the area's change in uses; ZON2000-00032 and ZON2005-00031.

(5) **Impact of the proposed development on community facilities:** Minimal impact on community facilities.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **KLAUSMEYER** seconded the motion, and it carried (12-0).



**INTEROFFICE
MEMORANDUM**

TO: City Council
FROM: Janet Johnson, Neighborhood Assistant, District III
SUBJECT: ZON2015-00018: Request for zoning change from LI to CBD
DATE: June 2, 2015

On Monday, June 1st the District I Advisory Board considered a request for a zoning change from LI to CBD. The DAB and members of the audience asked the following questions:

Q. Will this be public or private parking? A. It will be public parking, but it's intended more for the Art District and events like Final Friday, rather than just additional parking for Intrust Arena. It's also a part of the Master Plan for the area.

Q. How many parking spaces will this create and who's paying for it. A. There will be between 40 to 50 parking spaces. The purchaser of the property is financing it and there may be some City funding involved.

Q. How much is the City paying? A. I don't know.

Meyer pointed out that they can build the parking under the current LI zoning, but the applicant requested the zoning change at the City's request.

Q. I don't understand barricading the parking from Intrust events. If someone was going to the Arena they wouldn't be allowed to park there, but if there were going somewhere else like the Warren Theatre, they could? A. The details haven't yet been worked out, but the lack of available parking in the area definitely hurts the art district.

Q. Will the tenants in the apartments be able to park there? A. Yes

Longnecker stated the parking is intended to be for the apartment residents and visitors to the art district.

Action Taken: Mayes/Heflin made a motion to recommend the request for CBD zoning be approved. Motion carried 9-1

ORDINANCE NO. 50-029

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

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

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

Case No. ZON2015-00018

Zone change from LI Limited Industrial ("LI") to CBD Central Business District ("CBD") subject to platting within a year of approval the governing body on an approximately 1.12-acre property described as:

A tract of land in the Southwest Quarter of Section 21, Township 27 South, Range 1 East of the Sixth Principal Meridian, Wichita, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of Lot 78 on vacated Santa Fe Ave., (platted as Fifth Ave.), N. A. English's 3rd Addition to the City of Wichita, Sedgwick County, Kansas; thence S89°59'35"E (assumed basis of bearings) along the easterly extension of the north line of said Lot 78, 30.00 feet to a point on the east line of said vacated Santa Fe Ave., and for a point of beginning; thence continuing S89°59'35"E along the easterly extension of the north line of said Lot 78, 19.06 feet; thence S09°34'05"E, 237.20 feet to the point of curvature of a tangent curve to the right; thence southerly along said curve, having a central angle of 09°36'35" and a radius of 617.25 feet, an arc distance of 103.53 feet, (having a chord length of 103.41 feet bearing S04°45'47"E), to the point of tangency of said curve; thence S00°02'30"W, 14.58 feet to the point of curvature of a tangent curve to the right; thence southerly along said curve, having a central angle of 06°50'19" and a radius of 607.50 feet, an arc distance of 72.51 feet, (having a chord length of 72.46 feet bearing S03°27'40"W), to the point of tangency of said curve; thence S06°52'49"W, 91.32 feet to the point of curvature of a tangent curve to the left; thence southerly along said curve, having a central angle of 06°48'59" and a radius of 556.50 feet, an arc distance of 66.21 feet, (having a chord length of 66.17 feet bearing S03°28'19"W), to the point of tangency of said curve; thence S00°03'50"W, 227.15 feet; thence N89°57'58"W, 46.58 feet to a point on the east line of Lot 14, Fletcher's 2nd Addition to Wichita, Sedgwick County, Kansas; thence N00°02'02"E along the east line of said Lot 14 and Lots 13, 12, and 11 in said Fletcher's 2nd Addition, 78.66 feet to the northeast corner of said Lot 11; thence N89°49'38"W along the north line of said Lot 11, 13.50 feet; thence N00°02'02"E parallel with the east line of Lots 10, 9, 8, 7, 6, 5, 4, and 3 in said Fletcher's 2nd Addition, 200.00 feet to a point on the north line of said Lot 3; thence S89°49'38"E along the north line of said Lot 3, 13.50 feet to the northeast corner of said Lot 3, said northeast corner also being the southeast corner of Lot 2 in said Fletcher's 2nd Addition; thence N00°02'02"E along the east line of said Lot 2 and Lot 1 in said Fletcher's 2nd Addition, 56.30 feet, more or less, to the northeast corner of said Lot 1; thence N89°49'38"W along the north line of said Lot 1, 2.28 feet to the intersection with the southerly extension of the east line of said vacated Santa Fe Ave.; thence N00°08'41"E along the extended east line of said vacated Santa Fe Ave., 472.72 feet, more or less, to the point of beginning; TOGETHER

WITH a tract of land in the Southwest Quarter of Section 21, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing at the northeast corner of Lot 78 on vacated Santa Fe Ave., (platted as Fifth Ave.), N. A. English's 3rd Addition to the City of Wichita, Sedgwick County, Kansas; thence S89°59'35"E (assumed basis of bearings) along the easterly extension of the north line of said Lot 78, 30.00 feet to a point on the east line of said vacated Santa Fe Ave., said point also being the northwest corner of a tract of land described and conveyed in the Quitclaim Deed recorded in DOC.#/FLM-PG: 29358323; thence continuing S89°59'35"E along the easterly extension of the north line of said Lot 78, (and along the north line of said tract of land), 19.06 feet to the northeast corner of said tract of land, and for a point of beginning; thence continuing S89°59'35"E along the easterly extension of the north line of said Lot 78, (and along the easterly extension of the north line of said tract of land), 34.48 feet; thence S09°34'05"E parallel with the east line of said tract of land, 58.00 feet; thence S80°25'55"W, 34.00 feet to a point on the east line of said tract of land; thence N09°34'05"W along the east line of said tract of land, 63.74 feet to the point of beginning, and TOGETHER WITH that part of the Condemnation recorded in Misc. Book A, Page 408 which lies in the East Half of the Southwest Quarter of Section 21, Township 27 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as follows: Commencing where the west line of the W. & S.W. Ry. right-of-way intersects the south line of the East Half of said Southwest Quarter; thence westerly along the south line of the East Half of said Southwest Quarter, 2.65 feet for a point of beginning; thence northerly parallel with the west line of said W. & S.W. Ry. right-of-way, 146.00 feet, more or less, to the intersection with the easterly extension of the south line of Lot 39, Fletcher's Addition to Wichita, Kansas; thence westerly along said extended south line, 28.35 feet; thence southwesterly, 35.00 feet normally distant westerly of the centerline of the W. & W. Ry. to a point on the south line of the East Half of said Southwest Quarter; thence easterly along the south line of the East Half of said Southwest Quarter to the point of beginning, all being subject to that part of the above described tract condemned for additional right-of-way designated as Tract 23 in Condemnation Case No. A-33119, Div. No. 2 recorded in Misc. Book 263, Page 321.

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

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

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Jennifer Magana, City Attorney and Director of Law

City of Wichita
City Council Meeting
June 23, 2015

TO: Wichita Airport Authority

SUBJECT: Platform Promotions, LLC & Plan It Green, Inc.
Grub & Groove Festival
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Special Events License.

Background: A Special Events Request Form (application) has been submitted to Airport staff by an event promoter for the Grub & Groove Festival at Colonel James Jabara Airport (Airport). The event promoter has requested the festival to be on August 29, 2015 from 5:00 p.m. to 11:00 p.m. In addition, the event promoter will need the day before for set-up and the day after for tear-down. The festival will be located on the north end of the Airport, adjacent to the Wichita Area Technical College campus and away from any aircraft operational areas.

Analysis: The event promoter is desirous of the Wichita Airport Authority (WAA) approving the Special Events License for the Grub & Groove Festival. Staff has reviewed and approved the application. The application is inclusive with the Special Event License.

Financial Considerations: The license fee will result in revenue to the WAA of \$600.

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

Recommendations/Actions: It is recommended that the WAA approve the Special Events License and authorize the necessary signatures.

Attachments: Special Events License.



COLONEL JAMES JABARA AIRPORT
SPECIAL EVENTS LICENSE

This Special Events License (“License”) is made and entered into by and between The Wichita Airport Authority (“Authority”) and Platform Promotions, LLC organized and existing under the laws of the State of Missouri and Plan It Green, Inc. organized and existing under the laws of the State of Georgia (“Licensee”) on June 23, 2015.

WHEREAS, Authority is a quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, Authority owns, operates, regulates, administers, and maintains the campus of Colonel James Jabara Airport (Airport); and

WHEREAS, Licensee is an individual, or an entity authorized to operate in the state of Kansas that desires to utilize a portion of land for Grub & Groove Festival (Event) on the campus of Colonel James Jabara Airport (Airport) from Authority under the terms and conditions set forth below in this Special Events License (License);

NOW, THEREFORE, in consideration of rights, privileges, and mutual obligations contained in this License, Authority and Licensee agree as follows:

1. **Term**

The term of this License shall commence on Friday, August 28, 2015, and shall terminate on Sunday, August 30, 2015.

2. **Premises**

The Authority does hereby grant unto the Licensee permission to utilize the portions of Colonel James Jabara Airport depicted in the attached Exhibit “A”. In connection therewith, Licensee shall have the right to arrange, coordinate, host, and manage the Event, including live music, the sale of food and alcoholic and non-alcoholic beverages, but excluding fireworks and light shows. Notwithstanding the foregoing, the parties acknowledge that they shall mutually cooperate in determining the location of concession stands and designated in the attached “Exhibit A”. Licensee commits itself to make every effort to keep the Authority apprised of developments concerning the Event through its designated representative, as identified on the attached Exhibit “B”.

3. License Fee

Licensee shall pay to the Authority a Licensee’s fee of six hundred dollars (\$600.00) to obtain access to the designated area, defined in the attached Exhibit “A” and during the Term, described in Section 1 of this License.

4. Payment Procedures

Licensee shall pay the full amount due, as set forth in this License, to Authority within thirty (30) days prior to the date of the Event. In the event Licensee fails to make payment within thirty (30) days prior to the date of the Event, then this License shall be terminated.

Licensee shall make all payments to the Wichita Airport Authority and in a form acceptable to Authority. ACH direct deposit is preferred. Bank account and routing information is available upon request. Payments made by check shall be delivered or mailed to:

Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67209

5. Operational Requirements

Licensee is required at all times to maintain safe and complete crowd control. Licensee shall be granted access to the designated area, defined in Exhibit “A” for the purpose of setting-up, the Event, and tearing down all to be done without disrupting normal business activities as more fully described in this Section and shown in Exhibit “B”:

Licensee shall have access to set-up on Friday, August 28, 2015.

Licensee shall have the Event on Saturday, August 29, 2015.

Licensee shall have access to clean up and reinstall fence from Sunday, August 30, 2015 and no later than Monday, August 31, 2015.

Licensee acknowledges that only representatives of the Authority are authorized to close or open Airport taxiways and runways. The parties hereto agree that Airport shall remain open and there shall be no disruption to normal business activities on the Airport during the Event.

6. Maintenance, Utilities and Cleanup

Licensee shall be solely responsible for maintenance and utilities necessary or utilized in conjunction with the conduct of its Event and shall make appropriate arrangements for acquisition of those items. Licensee shall furnish appropriate personnel and equipment necessary to clean up any areas affected thereby, and shall restore the same to the condition that prevailed immediately prior to set up, immediately preceding the Event.

Licensee shall be solely responsible for the removal and reinstalling and/or replacing the sections of Air Operations Area (AOA) fence for the use of the Event entrances. Licensee

agrees to submit a drawing of proposed fence to be removed and to perform the work only with prior approval by the Authority. Licensee shall furnish appropriate personnel and equipment necessary to clean up and reinstall fence and any areas affected thereby, and shall restore the same to the condition that prevailed immediately prior to set up for the Event.

Should Licensee not meet the clean-up obligations, reinstall the fence properly, damage property or fail in any maintenance and repair obligations for this Event, Authority may, but is not required to, accomplish the needed repairs by Airport staff or by a contract with a third party, with such repairs being made at Licensee's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the Authority or its agent on behalf of Licensee upon written notice to the Licensee. The fee will be applied to the total cost incurred by the Authority in performing the task. The fee represents the Authority's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead.

7. Parking

The Licensee and its employees shall have no right hereunder to park vehicles at the Airport except during unloading or loading personal property for the Event.

8. Utilities

Licensee shall pay all costs for any utility services provided by a utility supplier or service provider for this Event. The Licensee shall take all reasonable care and diligence to protect the Airport and existing improvements, and shall avoid to the greatest extent possible any damages, unreasonable interference or interruption to Authority's operations. Licensee agrees to inform Authority if proposed changes to Airport property and shall be accomplished in a manner approved by Authority.

9. Representation

Licensee acknowledges that Airport personnel will not engage in activities on behalf of the Licensee. Airport personnel, at all times, remain at the direction of the Authority.

Nothing in this License shall be construed or considered to create the relationship of employer and employee between the parties. Licensee 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 services pursuant to this License shall represent themselves as representatives of an independent contractor or employee of Licensee. Under no circumstances shall any of Licensee's personnel represent themselves as employees of the Authority. No person providing services pursuant of this License shall be an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

10. Inspection by Licensor

The Licensor, through any of its members, agents, or other Airport staff, may enter any premises, including Licensee’s designated area, placed or allowed to be placed on Airport by the Licensee in conjunction with the Event, at any time for assurance of proper performance of this License by Licensee.

11. Reservations

Further, Licensee agrees to be diligent and to do all those things necessary and proper to serve the public fairly and in such manner that will not reflect discredit upon the Authority or cause the Authority loss or damage, and without limiting the foregoing, Licensee covenants and agrees to furnish good, prompt and efficient service adequate to meet all demands for such service at the Airport during the Term, and shall furnish such service on fair, equal and nondiscriminatory basis to all users thereof.

12. Insurance

The Licensee agrees to maintain appropriate liability insurance during the Term hereof, equal to or in excess of the following amounts:

<u>Type of Coverage</u>	<u>Limits Per Occurrence</u>	<u>Aggregate Limits</u>
Commercial General Liability	\$2,000,000	\$5,000,000
Automobile Liability	\$1,000,000	\$2,000,000
Airport Premises Liability	\$2,000,000	

The above policy limits may be satisfied by primary policies of reduced limits with the addition of appropriate umbrella or excess coverage.

In addition, the Licensee shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability.

Licensee agrees that upon notice by the Authority, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage of the events of this Section.

Licensee agrees, prior to the commencement of the License, to provide Authority with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof, and such certificates shall name the City of Wichita and the Authority as additional insureds.

Licensee shall be solely responsible for obtaining insurance policies that provide coverage for losses of Licensee-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of Licensee’s cost for such insurance.

13. Prohibition Against Assignment

Parties acknowledge this License is personal to Licensee, which shall have no authority to assign, sublet, delegate, or any other way alienate this License or its responsibilities or its benefits hereunder.

14. Third Party Rights

This License does not create in the public or in any member thereof third-party beneficiary status hereunder, or authorize anyone not a party to this License to maintain a suit for damages pursuant to the terms or provisions of this License.

15. Damage to Airport Facilities

Licensee shall be responsible for any and all damage to the Airport caused by the negligence or intentional action of Licensee, its agents, employees, contractors, subcontractors or invitees including, but not limited to, damage to Licensee's designated area where any activities are performed by Licensee.

16. Surrender of Possession

Licensee shall yield and deliver to Authority possession of the premises at the expiration of this License in good condition in accordance with its express obligations hereunder.

Licensee, at Licensee's expense, shall remove during the term hereof or at the expiration of such term all equipment and personal property placed by Licensee, subject to Licensee's repairing any damage thereto caused by such removal. In the event Licensee does not remove all of said property within ten (10) days after the termination of this License, the same shall be considered abandoned and Authority may dispose of said property and Licensee shall be liable to Authority for the costs of removal and disposal of said property, and for an additional administrative expense equal to twelve percent (12%) of the costs incurred.

17. Rules and Regulations

Licensee, its agents and employees, shall be subject to any and all applicable rules, regulations, standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Authority, the City of Wichita, Kansas, and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Airport or Licensee's operations conducted hereunder.

Authority shall not be liable to Licensee for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall Licensee be entitled to terminate this License by reason thereof unless the exercise of such authority shall so interfere with Licensee's exercise of the rights hereunder as to constitute a termination of this License by operation of law in accordance with the laws of the State of Kansas.

Licensee shall hold Authority harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration, or Authority's security rules or regulations caused by the Licensee, its agents or employees, except to the extent caused by Authority.

18. Non-discrimination EEO/AAP

The Licensee agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the premises, and its use or occupancy of the premises under this License. The Licensee agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently, existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

19. Security

Licensee shall provide such security on or about the designated area, depicted on Exhibit "A", as shall be required by the Authority. Licensee shall be responsible for the enforcement of such rules and regulations amongst its agents, employees, volunteers, guests, and invitees. Crowd control is the responsibility of the Licensee and any unsupervised activities will not be allowed.

20. Indemnity

To the extent allowed by law, Licensee shall protect, defend and hold Authority and the City of Wichita 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, damage to any property or other liability loss 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 License and/or the Licensee's use or occupancy of the premises or the acts or omissions of Licensee's officers, agents, employees, contractors, subcontractors, or licensees, 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 City of Wichita or Authority's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Authority shall give to Licensee reasonable notice of any such claim or actions. The provisions of this Section shall survive the expiration or early termination of this License.

Authority shall protect, defend and hold Licensee 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, damage to any property

or other liability loss 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 License and/or the Authority's operation of the Airport or the acts or omissions of Authority's officers, agents, employees, contractors, subcontractors, or licensees, 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 Licensee. The Licensee shall give to Authority reasonable notice of any such claim or actions. The provisions of this Section shall survive the expiration or early termination of this License.

21. No Airport Hazard

Licensee expressly agrees to prevent any use of the Premises or staging area from which it operates which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute a hazard.

22. Contract Interpretation

- (a) Invalid Provisions. In the event any covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenant, condition or provision herein contained. The parties agree to modify the terms to validity accomplish the intended result to the extent possible.
- (b) Non-Waiver. The waiver by Authority of any breach of the Licensee of any term, covenant, provision, or condition hereof shall not operate as a waiver of any subsequent breach of the same or a waiver of any breach of any other covenant, term, provision, or condition hereof, nor shall any forbearance by Authority to seek a remedy for any breach by Licensee be a waiver by Authority of its rights and remedies with respect to such or any subsequent breach of the same or with respect to any other breach.
- (c) Entire License. This License represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This License incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this License, and all such conditions, understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this License.
- (d) Applicable Law. This License and the terms and conditions herein contained shall at all times be governed, interpreted and construed in accordance with the laws of the State of Kansas.
- (e) Successors. All covenants, representations, stipulations, and agreements in this License shall extend to and bind the legal representatives, successors, and assigns of the parties hereto.

- (f) Governmental Rights and Powers. Nothing in this License shall be construed or interpreted as limiting, relinquishing or waiving any rights of ownership enjoyed by the Authority in the Airport except as specifically provided in this License; or impairing, exercising or defining governmental rights and the police powers of the Authority.
- (g) Relation to Other Licensees. This License is separate and distinct from, and shall be construed separately from any other agreement between Authority and any other Licensees at the Airport. The fact that such other agreement contains provisions, which differ from those contained in this License, shall have no bearing on the construction of this License.
- (h) Authority to Execute. The individuals executing this License on behalf of Licensee personally warrant that they have the full authority to execute this License on behalf of the Licensee for whom they are acting herein.
- (i) Headings. The sections and paragraph headings are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision of this License.
- (j) Consent. Whenever the consent or approval of either party is required under this License, such consent or approval shall not be unreasonably withheld or delayed.

IN WITNESS WHEREOF, the parties hereto have executed this License 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

ATTEST:

PLATFORM PROMOTIONS, LLC AND
PLAN IT GREEN, INC.

By _____

By _____

Title _____

Title _____

Chuck Byrd
"LICENSEE"

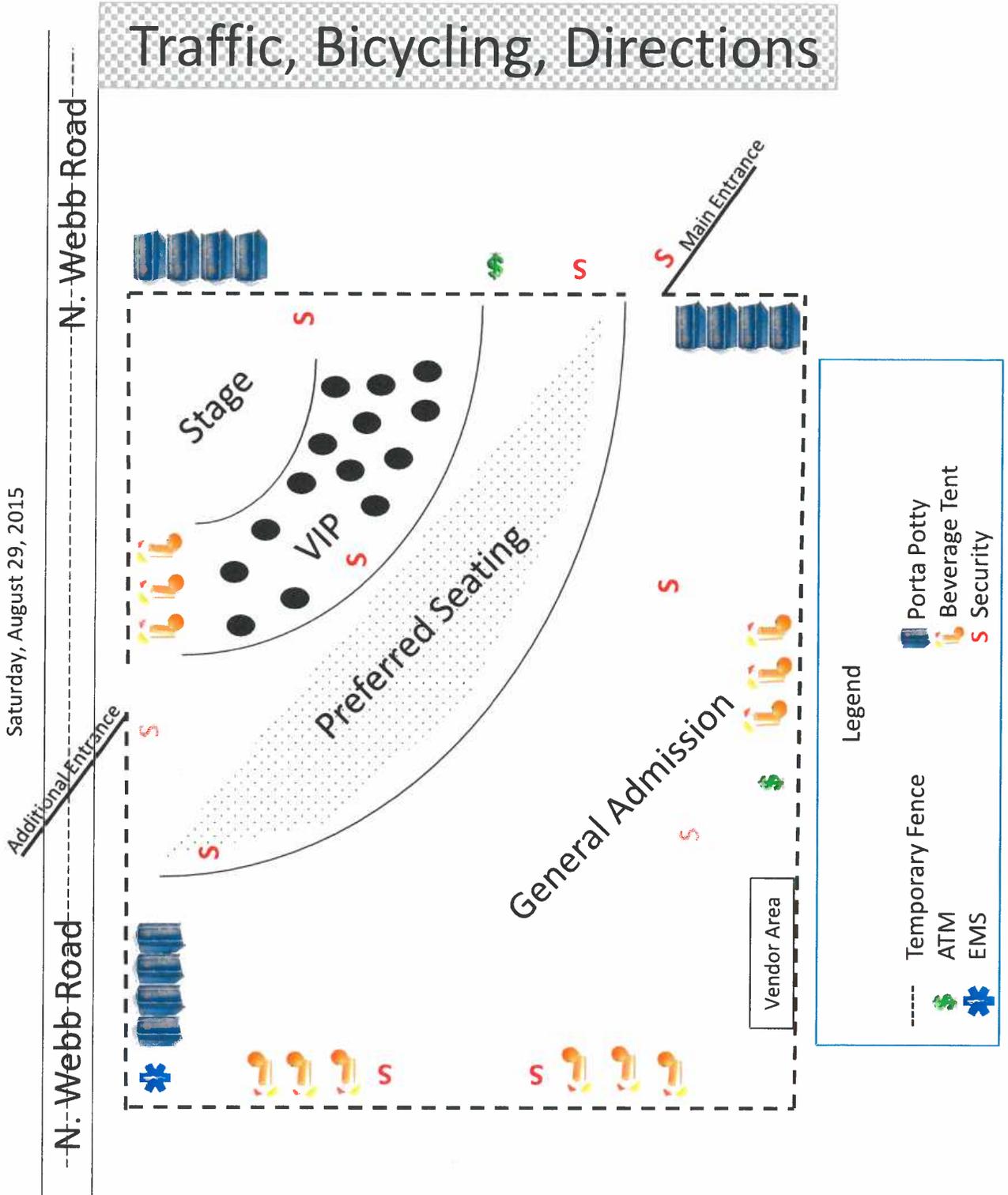
APPROVED AS TO FORM: _____ Date: _____

Jennifer Magana,
City Attorney and Director of Law

Platform Promotions, LLC
Plan It Green, Inc

Grub & Groove Festival
Jabara Airfield – Wichita Kansas
Saturday, August 29, 2015

Traffic, Bicycling, Directions





**WICHITA AIRPORT
AUTHORITY**

SPECIAL EVENTS REQUEST FORM

Requests must be submitted a MINIMUM of 48-Hours Prior to Event

Event Name: Grub & Groove Festival Date Request Submitted: 05/06/2015
(Name to be listed on Public Calendars)

Requestor's Name: Chuck Byrd Email: ccbyrd2613@att.net

Mailing Address: Platform Promotions, LLC, 930 North Chestnut TRFY

City: Kansas City State MO Zip Code: 64120

Phone Number(s): (816) 935-8376

Coordinator's Name: (Same as Above) Email: _____ *(If name is different)*

Mailing Address: _____

City: _____ State _____ Zip Code: _____

Phone Number(s): _____

Organization Name: Platform Promotions, LLC & Plan It Green, Inc.

Organization Representative to be present at and responsible for event: Chuck Byrd

Phone Number(s): (816) 935-8376

Event Location: Wichita Dwight D. Eisenhower National Airport (ICT)

Colonel James Jabara Airport (AAO)

Location Requested: Airfield

(Describe requested location. If possible, attach a map)

Date(s) of Event: Saturday, August 29, 2015

Time(s) of Event: 3:00 P.M. gates open. - 5:00 Showtime. - 11:00 p.m. Event Concludes.

Date(s) for set-up: Friday, August 28, 2015

Date(s) for tear-down and clean-up: 8/29 - 8/30, 2015

Nature of Event: Food & Music Festival featuring major recording artists and local food vendors

List event activities: Dining and Dancing

Public: Yes No If so, estimate number in attendance: 5,000

Food and Beverage: Yes No

Alcohol: Yes No

Filming: Yes No No

If so, where: _____

Type of Security: Wichita Police - on and off duty (Describe type of security or list name of company)

Insurance: Nationwide (Attach a copy)

Additional Comments: Thank you for your consideration of this request.

Name: ChuckByrd CHUCK BYRD
(PRINT)

Name: Chuck Byrd
(SIGNATURE)

Name: _____

License Fee: \$ 600

Approved by: _____ Date: _____

City of Wichita
City Council Meeting
June 23, 2015

TO: Wichita Airport Authority

SUBJECT: Wichita Airport Hotel, LLC Leasehold Mortgage
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Wichita Airport Hotel, LLC Leasehold Mortgage.

Background: The Wichita Airport Authority (WAA) entered into a lease of real estate at Wichita Dwight D. Eisenhower National Airport to Wichita Airport Hotel, LLC (WAH) on July 15, 2014, for construction and operation of a limited-service hotel on Airport property on Harry Street across from Honeywell. WAH will soon begin construction of the hotel, title to which will vest in the WAA. WAH desires to mortgage its leasehold rights to CrossFirst Bank, N.A. as security for project financing.

Analysis: Federal grant assurances and federal regulations generally restrict transfer to third parties of any interest in real estate included in the Airport Layout Plan, and require tenant business entities to be engaged in or operate in support of aeronautical activities. However, this type of mortgage leasehold interest is anticipated and expressly permitted by Federal Aviation Administration regulations. This financing opportunity is specifically approved as a standard provision in WAA lease documents.

Financial Considerations: This leasehold mortgage is revenue and expenditure neutral to the WAA. Any exercise of this mortgage would require CrossFirst, N.A. to undertake the scheduled lease payments owed by WAH.

Legal Considerations: This leasehold mortgage has been reviewed and approved by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the Wichita Airport Hotel, LLC Leasehold Mortgage to CrossFirst Bank, N.A.

Attachments: Wichita Airport Hotel, LLC/CrossFirst Bank, N.A. consent to Leasehold Mortgage and Security Agreement.



Sedgwick County
Register of Deeds - Bill Meek
Doc.#/Fim-Pg: 29524584

Receipt #: 1932466
Pages Recorded: 14

Recording Fee: \$116.00
Mort Reg Tax: \$19,000.00
Mortgage Amount: \$9,500,000.00
Authorized By:

Cashier: cponder

Date Recorded: 05/07/2015 04:33:17 PM

Prepared by and after recording return to:
George C. Bruce
Martin, Pringle, Oliver, Wallace & Bauer, LLP
100 N Broadway St., Suite 500
Wichita, KS 67202

LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS LEASEHOLD MORTGAGE AND SECURITY AGREEMENT, dated as of the 7th day of May 2015 by and between Wichita Airport Hotel, LLC, a Kansas limited liability company whose address is 6633 W. Kellogg, Wichita, KS 67209 (the "Mortgagor"), and CrossFirst Bank, a Kansas banking association, whose address is 9451 E. 13th Street, Wichita, Kansas 67206, ATTN: Commercial Loan Department (the "Mortgagee").

WHEREAS, Mortgagor and the Wichita Airport Authority is a quasi- a municipal corporation duly organized and existing under the laws of the State of Kansas ("WAA") have entered into a Use and Lease Agreement dated as of July 15, 2014 (the "Lease") relating to certain real property in Wichita, Sedgwick County, Kansas more specifically described in Exhibit A hereto attached and incorporated herein by reference upon which Mortgagor acquired a leasehold interest under the Lease and intends to construct, and equip a 125 guest room hotel (the "Improvements"); and

WHEREAS, the Lease obligates the Mortgagor to make monthly payments of Land Rentals and Concession Fees to the WAA in amounts sufficient to make payments on the ground lease upon which the Improvements are to were made; and

WHEREAS, Mortgagor has, or in connection herewith will, obtain a loan from Mortgagee pursuant to the terms of a certain Construction Loan Agreement and Promissory Note of even date herewith by and between Mortgagor and Mortgagee (the "Loan Agreement" and "Promissory Note" respectively) evidencing a loan in the principal amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00), pursuant to which Mortgagor will construct and equip the Improvements, under the provisions of the Lease which shall remain in full force and effect during the basic term until June 30, 2044, with two options to extend the Lease through June 30, 2064.

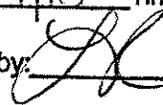
WHEREAS, the WAA has consented to the execution and delivery of this Leasehold Mortgage; and

WHEREAS, the Mortgagor desires to secure the performance of its obligations under the Loan Agreement, Promissory Note (the Loan Agreement, Promissory Note and this Leasehold

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Date: 5/7/15 Time: 4:33:17 PM

Certified by: 

Prepared by and after recording return to:
George C. Bruce
Martin, Pringle, Oliver, Wallace & Bauer, LLP
100 N Broadway St., Suite 500
Wichita, KS 67202

LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

THIS LEASEHOLD MORTGAGE AND SECURITY AGREEMENT, dated as of the 7th day of May 2015 by and between Wichita Airport Hotel, LLC, a Kansas limited liability company whose address is 6633 W. Kellogg, Wichita, KS 67209 (the "Mortgagor"), and CrossFirst Bank, a Kansas banking association, whose address is 9451 E. 13th Street, Wichita, Kansas 67206, ATTN: Commercial Loan Department (the "Mortgagee").

WHEREAS, Mortgagor and the Wichita Airport Authority is a quasi- a municipal corporation duly organized and existing under the laws of the State of Kansas ("WAA") have entered into a Use and Lease Agreement dated as of July 15, 2014 (the "Lease") relating to certain real property in Wichita, Sedgwick County, Kansas more specifically described in Exhibit A hereto attached and incorporated herein by reference upon which Mortgagor acquired a leasehold interest under the Lease and intends to construct, and equip a 125 guest room hotel (the "Improvements"); and

WHEREAS, the Lease obligates the Mortgagor to make monthly payments of Land Rentals and Concession Fees to the WAA in amounts sufficient to make payments on the ground lease upon which the Improvements are to were made; and

WHEREAS, Mortgagor has, or in connection herewith will, obtain a loan from Mortgagee pursuant to the terms of a certain Construction Loan Agreement and Promissory Note of even date herewith by and between Mortgagor and Mortgagee (the "Loan Agreement" and "Promissory Note" respectively) evidencing a loan in the principal amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000.00), pursuant to which Mortgagor will construct and equip the Improvements, under the provisions of the Lease which shall remain in full force and effect during the basic term until June 30, 2044, with two options to extend the Lease through June 30, 2064.

WHEREAS, the WAA has consented to the execution and delivery of this Leasehold Mortgage; and

WHEREAS, the Mortgagor desires to secure the performance of its obligations under the Loan Agreement, Promissory Note (the Loan Agreement, Promissory Note and this Leasehold

Mortgage, collectively referred to herein as the "Security Documents", each representing a "Secured Obligation");

I. WITNESSETH:

That the Mortgagor, for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by the Mortgagee, the receipt of which is hereby acknowledged, by these presents does hereby irrevocably GRANT, BARGAIN, SELL, CONVEY, WARRANT, MORTGAGE and ASSIGN to the Mortgagee and unto its respective successors and assigns forever that certain leasehold estate, which said leasehold estate embraces and encumbers certain real property and equipment situated, lying and being in Wichita, Sedgwick County, Kansas, and is more particularly described as follows, to-wit:

The leasehold estate created by that certain Use and Lease Agreement, dated as of July 15, 2014, by and between the WAA, as Issuer, and Mortgagor, as Tenant, for a basic term of approximately thirty (30) years, commencing on the date of the initial delivery of the Lease, and terminating on June 30, 2044, with options to extend the term through June 30, 2064, unless earlier terminated or extended for additional terms pursuant to the terms of the Lease, which Lease, or a memorandum thereof, is to be recorded in the office of the Register of Deeds of Sedgwick County, Kansas at and covering the real property legally described on Exhibit A attached hereto and incorporated herein by this referenced (the "Land");

and together with and including all rights, title and interest of Mortgagor therein, including without limitation, all right, title and interest which Mortgagor now has or may hereafter acquire in and to the Land and the Improvements, together with all singular tenements, hereditaments, rights-of-way, easements, privileges, licenses, franchises, servitudes and appurtenances thereunto belonging, or in anywise appertaining (all as part of the premises hereby conveyed and hereinafter, together with the Land and the Improvements, collectively referred to as the "Property"), which shall be deemed to include but not be limited to all improvements, fixtures, and equipment now or hereafter annexed thereto; HOWEVER excluding: (i) all water rights (including appropriation rights for use of water, and all rights to request further appropriations for he Land); (ii) Mineral rights (including oil, gas and other minerals in and under the soil) and other rights delineated in Article 12 of the Lease in or hereafter relating to or used in connection with the Property; and further SUBJECT TO the Permitted Encumbrances as described in Exhibit B attached hereto;

TO HAVE AND TO HOLD THE SAME, with all appurtenances thereto, unto the Mortgagee, and unto its successor or successors and assigns forever.

II. FURTHER WITNESSETH:

That subject to the limitations of the Lease, the Mortgagor does hereby grant to the Mortgagee and unto its respective successors and assigns, a security interest in:

(a) All facilities, fixtures, fitting, apparatus, appliances, equipment and installations, now or hereafter located in, upon or under or based at the Land together, in each case, with all replacements and renewals of any thereof required to be made hereby;

(b) All rentals, revenues, payments, repayments, income, profits, charges and moneys derived by the Mortgagor from the use, lease, sublease, sale or other disposition of

the Property and the items referred to in the foregoing paragraph (a) and the proceeds from any insurance or condemnation award pertaining thereto (the "Property Income");

(c) All right, title and interest of Mortgagor in and to all land, streets, roads, and public places, opened or proposed, and all easements, gores of land, sewer rights, water rights and rights-of-way, public or private, tenements, hereditaments, rights and appurtenances, now or hereafter used in connection with, belonging or appertaining to, the Property;

(d) All rights of the Mortgagor to plans and specifications, designs, drawings and other matters for the Property;

(e) All rights of the Mortgagor under any contracts executed by the Mortgagor as owner with any provider of goods or services for or in connection with any services performed or to be performed in connection with, the Property;

(f) All right, title, and interest of Mortgagor in, to and under the Lease, including, without limitation, all of Mortgagor's right, title and interest in, to and under the Lease which grants certain term extension rights to Mortgagor;

(g) All furniture, supplies, other personal property of every kind and nature whatsoever, now or hereafter located thereon or therein and which are owned by Mortgagor; and

(h) All proceeds (including claims or demands thereto) of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance (including unearned premiums) and condemnation awards (including interest thereon).

Provided that the property described in Part II is hereinafter sometimes referred to as the "Collateral" and the Collateral and the property described in Part I above is hereinafter sometimes referred to as the "Mortgaged Property";

FOR THE PURPOSE OF SECURING:

A. Payment of all moneys, now or in the future, required to be paid by the Security Documents in the manner and on the terms provided therein.

B. Performance of each and every obligation (present or future), agreement, covenant, representation and warranty contained in any Security Document.

C. Performance of each agreement of the Mortgagor contained herein.

D. Reimbursement of Mortgagee for any and all sums expended or advanced by Mortgagee pursuant to any term or provision of or constituting additional indebtedness under or secured by this Mortgage or any of the Security Documents, with interest thereon as provided herein or therein.

All of the terms, conditions, covenants, agreements and provisions of the Security Documents are incorporated herein by reference.

AND, TO FURTHER SECURE its payments and performance under the Security Documents, the Mortgagor has covenanted and agreed and does hereby covenant and agree, herein and in the Security Documents, as follows:

Section 1. Definitions. That all words and phrases defined in Article I of the Lease shall have the same meaning in this Leasehold Mortgage, except where the context indicates otherwise.

Section 2. Maintenance. To keep the Property in good operating condition and repair (reasonable wear and tear excepted); not to remove or demolish any building on the Land, except as permitted pursuant to Section 19 hereinbelow; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon, and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer or permit any act upon the Property in violation of law; and to do all other acts which from the character or use of the Property may be reasonably necessary, the specific enumerations herein not excluding the general; provided, however, all of such covenants shall be deemed to be complied with if the Mortgagor is in compliance with the Lease.

Section 3. Insurance. To keep all buildings and improvements now or hereafter erected upon the Land and all personal property thereon insured against fire and other hazards of such type or types and in such amount or amounts and in such forms of insurance as are required by Mortgagee under the terms of the Loan Agreement and by the Lease.

Section 4. Indemnification. The Mortgagor shall indemnify and save the Mortgagee harmless from and against all claims by or on behalf of any person, firm or corporation arising from the conduct or management of, or from any work or thing done in, on or about, the Property during the term of this Leasehold Mortgage, and against and from all claims arising during the term of this Leasehold Mortgage from (a) any condition of the Mortgaged Property, (b) any breach or default on the part of the Mortgagor in the performance of any of its obligations under this Leasehold Mortgage, (c) any contract entered into in connection with the acquisition and construction of the Mortgaged Property, (d) any act of negligence, of the Mortgagor or of any of its agents, contractors, servants, employees or licensees, and (e) any act of negligence of any assignee or sublessee of the Mortgagor, or of any agents, contractors, servants, employees or licensees of any assignee or sublessee of the Mortgagor. The Mortgagor shall indemnify and save the Mortgagee harmless from and against all costs and expenses (except those which have arisen from the misconduct or negligence of the Mortgagee, or any of its agents, contractors, employees or licensees) incurred in or in connection with any action or proceeding brought thereon, and upon notice from any such party, the Mortgagor shall defend them or any of them in any such action or proceeding.

In case any action shall be brought against any party in respect of which indemnity may be sought hereunder, against the Mortgagor, the indemnified party shall promptly notify the Mortgagor in writing and the Mortgagor shall have the obligation of assuming the defense thereof, including the employment of counsel and the payment of all expenses. Any one or more of the indemnified parties shall have the right to employ separate counsel in any such action and participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such indemnified party or indemnified parties unless (i) Mortgagor shall not have employed counsel reasonably satisfactory to the indemnified party to have charge of the defense of the actual proceeding, or (ii) an indemnified party shall have reasonably concluded that there may be defenses available to it which are different

from or additional to those available to the Mortgagor (in which case the Mortgagor shall not have the right to direct the defense of the actual proceeding on behalf of the indemnified party), then the Mortgagor shall bear all legal or other expenses incurred by the indemnified party in connection with defense of such action. The Mortgagor shall be liable for any settlement of any such action effected with its written consent by any of the indemnified parties.

Section 5. Payment of Taxes, Etc. To promptly pay and discharge, when due, or cause to be paid, all taxes and assessments, all reasonable costs, fees and expenses of this Leasehold Mortgage, including, without limiting the generality of the foregoing, the fees of Mortgagee for issuance of any instrument in satisfaction hereof, and all lawful charges, costs and expenses in the event of reinstatement of or following default under this Leasehold Mortgage or the obligations secured hereby.

Should the Mortgagor fail to make any payment or to do any act as herein provided, then Mortgagee, upon written notice to the Mortgagor, at its option but without obligation to take any action or make any payment and without demand upon the Mortgagor and without releasing the Mortgagor from any obligation hereof, may make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof (without incurring any liability therefor to the Mortgagor), Mortgagee being authorized to enter upon the Property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Mortgagee; pay, purchase, contest or compromise any encumbrance, charge or lien which in the judgment of Mortgagee appears to be prior or superior hereto or on a parity herewith; and, in exercising any such powers, pay necessary expenses, employ counsel and pay its reasonable fees, insofar as permitted by law.

Section 6. Advances. To pay immediately and without demand all sums expended by Mortgagee pursuant to the provisions hereof, together with interest from the date of expenditure at the rate set forth in the Promissory Note. Any amounts so paid by the Mortgagee shall become a part of the debt secured by this Leasehold Mortgage and a lien on the Property or immediately due and payable at the option of the Mortgagee.

Section 7. Time of the Essence. That time is of the essence of this Leasehold Mortgage, and that by accepting payment of any sum secured hereby after its due date, the Mortgagee does not waive its right either to require prompt payment when due of all other sums so secured or to declare a default under the terms hereof for failure so to pay.

Section 8. Warranty as to Title. That the Mortgagor represents and warrants that (i) it is the sole owner of the lessee's interest in the Lease and upon compliance with recording and filing requirements, a valid first lien on all leasehold property, fixtures and interests therein then included in the Mortgaged Property and a valid, perfected, first and prior security interest in all personal property, fixtures and interests therein then included in the Collateral shall be obtained, subject only to Permitted Encumbrances, and (ii) at its expense it will warrant and defend to the Mortgagee such title to the Mortgaged Property and the lien and interest of the Mortgagee therein and thereon against all claims and demands whatsoever and will, except as otherwise herein expressly provided, maintain the priority of the lien of, and the security interest granted by, this Leasehold Mortgage upon the Mortgaged Property until the Mortgagor shall be entitled to defeasance as provided herein and therein.

Section 9. Recordation; Financing Statements. That the Mortgagor, at its expense (including Mortgage registration tax), shall cause this Leasehold Mortgage, any instruments supplemental hereto or thereto and financing statements, including all necessary amendments, supplements and appropriate continuation statements to be recorded, registered and filed, and to be kept recorded, registered and filed, in such manner and in such places as may be required in order to establish, preserve and protect (a) the lien of this Leasehold Mortgage as a valid, first lien on all real property, fixtures and interests therein included in the Mortgaged Property and a valid, perfected first and prior security interest on all personal property, fixtures and interests therein included in the Mortgaged Property (including in each such case, without limitation, any such properties acquired after the execution hereto), proceeds of the foregoing and (b) the rights of Mortgagee hereunder.

Section 10. After-Acquired Property. That all property of every kind acquired by the Mortgagor after the date hereof, which by the terms hereof is intended to be subject to the lien of this Leasehold Mortgage, shall immediately upon the acquisition thereof by the Mortgagor, and without further mortgage, conveyance or assignment, become subject to the lien of this Leasehold Mortgage as fully as though now owned by the Mortgagor and specifically described herein. Nevertheless, the Mortgagor shall take such actions and execute and deliver such additional instruments as the Mortgagee shall reasonably require to further evidence or confirm the subjection to the lien of this Leasehold Mortgage of any such property.

Section 11. Mechanics' and Other Liens. That the Mortgagor shall not permit any mechanics' or other liens to be filed or to exist against the Mortgaged Property by reason of work, labor, services or materials supplied or claimed to have been supplied to, for or in connection with the Mortgaged Property or to the Mortgagor or to anyone holding the Mortgaged Property or any part thereof through or under the Mortgagor. If any such lien shall at any time be filed, the Mortgagor shall, within 60 days after notice of the filing thereof (subject to the right to contest as set forth herein), cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. Notwithstanding the foregoing, the Mortgagor shall have the right, at its own expense and after prior written notice to the Mortgagee and upon bonding of such lien in a manner satisfactory to the Mortgagee, if requested, by appropriate proceeding duly instituted and diligently prosecuted, to contest in good faith the validity or the amount of any such lien. However, if the Mortgagee shall notify the Mortgagor that, in the opinion of independent counsel, by nonpayment of any such items the lien of this Leasehold Mortgage will be materially affected or the Mortgaged Property or any part thereof will be subject to imminent loss or forfeiture, the Mortgagor shall promptly cause such lien to be discharged of record.

Section 12. No Sale, Conveyance, Etc. The Mortgagor shall not sell, convey, assign, or transfer (which term shall include leasing) or agree to assign or transfer the Mortgaged Property, or any part thereof, without the prior written consent of WAA and the Mortgagee, such consent shall be within Mortgagee's sole discretion, but shall not be unreasonably withheld if within the limits of the Lease. The Mortgagor shall not directly or indirectly create or permit to remain, and will promptly discharge, any mortgage, lien, encumbrance or charge on, pledge of, security interest in or other title retention agreement with respect to the Mortgaged Property or any part thereof or the interest of the Mortgagor or the Mortgagee therein or any net revenues, income or profit or other sums arising from the Mortgaged Property or any part thereof (including, without limitation, any lien, encumbrance or charge arising by operation of law after satisfaction of Lease payments) other than:

- (a) the liens of the Security Documents and the rights granted thereby;

- (b) liens for taxes, assessments and other governmental charges which are not at the time required to be paid pursuant to the Lease;
- (c) liens of mechanics', materialmen, suppliers or vendors or rights thereto to the extent permitted by Section 11 hereof;
- (d) Permitted Encumbrances; and
- (e) Liens subordinate to Permitted Encumbrances with the prior consent of the Mortgagee, which consent shall not be unreasonably withheld.

Except for the Permitted Encumbrances, any mortgage, lien, encumbrance, charge, pledge, security interest or title retention agreement with respect to the Mortgaged Property, or any part thereof, granted or created by the Mortgagor without the prior written consent of the Mortgagee, which consent shall not be unreasonably withheld shall be null and void to the extent permitted by law.

Section 13. Security Agreement and Financing Statement. That this Leasehold Mortgage constitutes a security agreement as to all or any part of the Collateral which is of a nature that a security interest therein can be perfected under the Uniform Commercial Code of the State of Kansas (the "Commercial Code"). This Leasehold Mortgage also constitutes a financing statement with respect to the Collateral under the Commercial Code.

Section 14. No Claim for Performance. That nothing contained herein shall constitute any request by Mortgagee, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Mortgaged Property or any part thereof or be construed to give the Mortgagor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would provide the basis for any claim either against Mortgagee or that any lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior the lien of this Leasehold Mortgage.

Section 15. Obligations Secured. That this Leasehold Mortgage is intended to secure the Secured Obligations of the Mortgagor **UP TO AND INCLUDING A MAXIMUM PRINCIPAL AMOUNT OF NINE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$9,500,000.00)** plus accrued interest thereon, fees, expenses and other amounts which may be advanced by the Mortgagee hereunder and under the Security Documents.

Section 16. Release. That at any time or from time to time, and without notice, and without liability therefor, and without affecting the liability of any person for payment of the indebtedness secured hereby, and without affecting the security hereof for the full amount secured hereby on all Mortgaged Property remaining subject hereto, and without the necessity that any sum representing the value or any portion thereof of the property affected by the action of the Mortgagee be credited on the indebtedness, Mortgagee may consent to the making and recording of any map or plat of the Premises or any part thereof and join in granting any release or easement thereon.

Section 17. Discharge. If the Mortgagor shall pay or cause to be paid all of the Secured Obligations at any time and from time to time to become due thereupon, at the time and in the manner stipulated in all of the documents evidencing said obligations, and shall pay or cause to be paid all other sums payable hereunder and all indebtedness secured hereby, then, in such case the

estate, right, title and interest of the Mortgagee in the Mortgaged Property shall cease, determine and become void, and upon proof being given to the satisfaction of the Mortgagee that the Secured Obligations, together with interest and prepayment premium, if any, thereon have been paid or satisfied, and upon payment of all fees, costs, charges, expenses and liabilities chargeable or incurred or to be incurred by Mortgagee, if any, and of any other sums herein provided, the Mortgagee shall upon receipt of the written request of the Mortgagor cancel, release and discharge this Leasehold Mortgage.

Section 18. Assignment of Rents; Lender in Possession. As part of the consideration for the indebtedness evidenced by the Security Documents, Mortgagor hereby absolutely and unconditionally assigns and transfers to Mortgagee, all of the Property Income, net of leasehold obligations, including those now due, past due, or to become due by virtue of any lease or other agreement for the occupancy or use of all or any part of the Property, now or hereafter existing, regardless of to whom the rents and revenues of the Property are payable. Mortgagor hereby authorizes Mortgagee, or Mortgagee's agents to collect the net Property Income and hereby directs each tenant of the Property to pay such rents to Mortgagee or Mortgagee's agents; provided, however, that prior to written notice given by Mortgagee to Mortgagor of an Event of Default, Mortgagor shall collect and receive the Property Income as trustee for the benefit of Mortgagee and Mortgagor shall apply the rents and revenues so collected to the sums secured by this Leasehold Mortgage in such order as Mortgagee shall select in its sole discretion, or as required by law with the balance, so long as no such breach has occurred, to the account of Mortgagor. This assignment of net rents constitutes an absolute assignment and not an assignment for additional security only. Upon delivery of written notice by Mortgagee to Mortgagor of an Event of Default (as hereinafter defined), and without the necessity of Mortgagee entering upon and taking and maintaining full control of the Property in person, by agent or by a court-appointed receiver, Mortgagee shall immediately be entitled to possession of net Property Income as specified in this Section 18 as the same becomes due and payable, including but not limited to net Property Income then due and unpaid, and all such rents shall immediately upon delivery of such notice be held by Mortgagor as trustee for the benefit of Mortgagee. Mortgagor agrees that commencing upon delivery of such written notice of an Event of Default to Mortgagor, each tenant of the Property shall make such rents payable to and pay such net Property Income to Mortgagee or Mortgagee's agents on Mortgagee's written demand to each tenant therefor, delivered to each tenant personally, by mail or by delivering such demand to each rental unit, without any liability on the part of said tenant to inquire further as to the existence of a default by Mortgagor.

Mortgagor hereby covenants that Mortgagor has not executed any prior assignment of said net Property Income (other than pursuant to the Lease or a Permitted Encumbrance), that Mortgagor has not performed, and will not perform, any acts or has not executed, and will not execute, any instrument which would prevent Mortgagee from exercising its rights under this Section 18, and that at the time of execution of this Leasehold Mortgage there has been no prepayments of any of the net Property Income for more than one month in advance of the due dates of such rents.

If the net Property Income is not sufficient to meet the reasonable costs, if any, of taking control of and managing the Property and collecting the Property Income, any funds expended by Mortgagee for such purposes shall become indebtedness of Mortgagor to Mortgagee secured by this Leasehold Mortgage. Unless Mortgagee and Mortgagor agree in writing to other terms of payment, such amounts shall be payable upon written notice from Mortgagee to Mortgagor requesting payment thereof and shall bear interest from the date of disbursement at the rate stated in the Promissory Note unless payment of interest at such rate would be contrary to applicable law, in which event such

amounts shall bear interest at the highest rate which may be collected from Mortgagor under applicable law.

Any entering upon and taking and maintaining of control of the Property by Mortgagee if approved by the WAA and any application of rents as provided herein shall not cure or waive any default hereunder or invalidate any other right or remedy of Mortgagee under applicable law or provided herein. This assignment of Property Income shall terminate at such time as this Leasehold Mortgage ceases to secure indebtedness held by Mortgagee.

Section 19. Damage, Destruction or Condemnation. That in the event of any damage to, or destruction, condemnation or other taking of, the Property or any part thereof, the Mortgagor will comply with the applicable provisions of the Lease.

Section 20. Events of Default. That any one or more of the following events shall be an "Event of Default" under this Leasehold Mortgage:

- (a) An Event of Default as defined in any Security Document;
- (b) An Event of Default as defined in the Lease;
- (c) The commencement of foreclosure proceedings on the Land pursuant to any lien or encumbrance upon the Land; and
- (d) Failure by the Mortgagor to observe or perform any term, covenant or agreement on the Mortgagor's part to be observed or performed under this Leasehold Mortgage, other than as required or described in subsections (a), (b) or (c) above, and with respect to any default which may occur and is not an intentional default the continuation of such default for 30 days after written notice thereof shall have been given by registered or certified mail to the Mortgagor by Mortgagee, or for such longer period as such Mortgagee may agree to in writing.

Section 21. Remedies.

(a) General Remedies. That upon any Event of Default, the Mortgagee may exercise any or all or any combination of the remedies conferred upon or reserved to it under the Security Documents, or any instrument collateral thereto, or now or hereafter existing at law or in equity or by statute. Without limitation, the Mortgagee may (a) declare the entire unpaid principal balance of the indebtedness secured hereby immediately due and payable without notice or demand, the same being expressly waived by the Mortgagor; (b) proceed at law or equity to collect all indebtedness secured by this Leasehold Mortgage due hereunder, whether at maturity or by acceleration; (c) enforce and foreclose the security interest and lien of this Leasehold Mortgage as against all or any part of the Mortgaged Property to the extent allowed by the Lease; (d) be entitled to a judgment for the debts hereby secured, and all costs and expenses, including reasonable attorneys' fees, of enforcing the same, (e) following notice, to the extent permitted under the applicable law and the Lease, ex parte, may enter upon and take possession of the Mortgaged Property or any part thereof by summary proceedings, ejection or otherwise, and may remove the Mortgagor and all other persons and any and all property therefrom and may hold, operate and manage the same and receive all net revenues, income or profits accruing with respect thereto or any part thereof; and (f)

exercise any rights, powers and remedies it may have as a secured party under the Commercial Code or other similar laws in effect, including, without limitation, the option of proceeding as to both personal property and fixtures in accordance with the Mortgagee's rights with respect to real property, all being subject to the Lease.

(b) Foreclosure Remedies. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sale all reasonable expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for reasonable attorney costs, appraisers' fees, environmental audits, property inspections, outlays for documentary and expert evidence, stenographers' charges, publication costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring title searches and examinations, title insurance policies, and similar data and assurances with respect to the leasehold title as Mortgagee may deem reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or the value of the Mortgaged Property. All expenditures and reasonable expenses of the nature mentioned in this paragraph and such other expenses and fees as may be incurred in the enforcement of Mortgagor's obligations hereunder, the protection of the Mortgaged Property and the maintenance of the lien of this Mortgage, including any attorney employed by Mortgagee in any litigation or proceeding affecting this Mortgage, the Loan Agreement, or the Lease, including probate and bankruptcy proceedings, or in preparations for the commencement or defense of any proceeding or threatened suit or proceeding shall be immediately due and payable by Mortgagor, with interest thereon at the Default Rate under the Promissory Note and shall be secured by this Mortgage.

Section 22. Mortgagee may sell or assign its interest in the Mortgaged Property or allow the public or private sale of the Mortgaged Property to a third party purchaser, provided the prospective purchaser demonstrates to the WAA in writing its good and sufficient financial worth; adequate experience in the operation and provision of commercial hotel services and expressly assumes in writing and agrees to be bound by and fulfill all of the terms, covenants, obligations and agreements of the Lessee under the Lease.

Section 23. Application of Proceeds. That any moneys (including, without limitation, the proceeds of any sale of the Mortgaged Property, any part thereof or any interest therein subject to restrictions in the Lease) received pursuant to the exercise of any remedies provided in this Leasehold Mortgage or by law shall be applied to the obligations of Mortgagor under the security Documents.

Section 24. Remedies Cumulative. That each right, power and remedy of the Mortgagee provided for in this Leasehold Mortgage or the Lease or now or hereafter existing at law, in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in the Security Documents or now or hereafter existing at law, in equity or by statute or otherwise, and the exercise or beginning of the exercise or partial exercise by the Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Mortgagee of any rights, powers or remedies.

Section 25. Provisions Subject to Applicable Law. That all rights, powers and remedies provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable law and are intended to be limited to the extent necessary so that they will not render the

Security Documents invalid, unenforceable or not entitled to be recorded, registered or filed under any applicable law.

Section 26. No Waiver by Mortgagee. That no failure by the Mortgagee to insist upon the strict performance of any term of this Leasehold Mortgage or to exercise any right, power or remedy consequent upon a breach hereof shall constitute a waiver of any such term or of any such breach. No waiver of any breach shall affect or alter this Leasehold Mortgage, which shall continue in full force and effect with respect to any other then existing or subsequent breach.

Section 27. Discontinuance of Proceedings and Restoration of Status Quo. That in case the Mortgagee shall have proceeded to enforce any right, power or remedy under this Leasehold Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Mortgagee, then and in every case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Mortgagee shall continue as if no such proceeding had been taken.

Section 28. No Liability. The Mortgagee shall not have any liability for any loss, damage, injury, cost or expense resulting from any action or omission to act by it or its representatives which was taken or omitted in good faith pursuant to this Leasehold Mortgage.

Section 29. General Covenant. The Mortgagor will perform, comply with and abide by all of the agreements, conditions and covenants contained and set forth in the Security Documents and in every other document evidencing, securing or otherwise relating to the indebtedness, payments and performances hereby secured.

Section 30. Recorded Instruments. The Mortgagor and the Mortgagee will promptly perform and observe, or cause to be performed and observed, all of their respective terms, covenants and conditions of all instruments of record affecting the Property, the validity or enforceability of which the Mortgagor is contesting therewith and which affects the security of this Leasehold Mortgage or imposes any duty or obligation upon the Mortgagor or any tenant under a lease of the Property. The Mortgagor shall do or cause to be done all things reasonably required to preserve intact and unimpaired and to renew any and all rights-of-way, easements, grants, appurtenances, privileges, licenses, franchises and other interests and rights in favor of or constituting any portion of the Property. The Mortgagor will not, without the prior written consent of the Mortgagee, initiate, join in or consent to any private restrictive covenant or other public or private restriction as to the use of the Property. The Mortgagor shall, however, comply with all lawful restrictive covenants and zoning ordinances and other public or private restrictions affecting the Property.

Section 31. Mortgagee's Rights To Perform Mortgagor's Covenants. If the Mortgagor shall fail to pay or cause payment to be made in accordance with the terms of the Lease or this Leasehold Mortgage, or to perform or observe any other term, covenant, condition or obligation required to be performed or observed by the Mortgagor under such documents, without limiting any other provision of this Leasehold Mortgage or the Lease, and without waiving or releasing the Mortgagor from any obligation or default hereunder, the Mortgagee (or any receiver of the Property) shall have the right, but not the obligation, to make any such payment, or to perform any other act or take any appropriate action, including, without limitation, entry on the Property and performance of work thereat, as it, in its sole discretion, may reasonably deem necessary to cause such term, covenant, condition or obligation to be promptly performed or observed on behalf of the Mortgagor or to protect the security

of this Leasehold Mortgage. All moneys expended by the Mortgagee in exercising its rights under this Section (including, but not limited to, reasonable legal expenses and disbursement), together with interest at the highest rate allowed by law, from the date of each such expenditure, shall be paid by the Mortgagor to the Mortgagee and shall be secured by this Leasehold Mortgage.

Section 32. Usury. The Mortgagor and the Mortgagee agree that the total interest for the use, forbearance or detention of the principal sums owing from time to time on the Promissory Note and any other sums payable under the Promissory Note or this Leasehold Mortgage shall never exceed the amount then allowed by law for loans secured by mortgages to persons or entities such as the Mortgagor in the amounts, for the purposes and otherwise of the type hereby contemplated, evidenced and secured, and the Mortgagor shall not be bound or obligated to pay any interest or such other sum under the Lease and this Leasehold Mortgage which is in excess of such amount.

Section 33. Binding Effect. That this Leasehold Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. In this Leasehold Mortgage, whenever the context so requires, the masculine gender includes the feminine and neuter, and the singular number includes the plural.

Section 34. Other Instruments. That the Mortgagor shall execute and deliver, in recordable form if requested, such further instruments and do such further acts as may be necessary or desirable or as may be reasonably requested by the Mortgagee to carry out more effectively the purposes of this Leasehold Mortgage and to subject to the lien created hereby any properties, rights and interests covered or intended to be covered hereby.

Section 35. Leasehold Interests. Mortgagor hereby covenants, warrants and agrees to and with Mortgagee that:

(a) In no event shall Mortgagor do or permit to be done, or omit to do or permit the omission of, any act or thing, the doing of or the omission to do, which would impair the lien of this Leasehold Mortgage or the Lease, or would constitute grounds for the termination of the Lease, or would entitle the WAA to declare a forfeiture thereof or a default thereunder, or to re-enter the Property,

(b) Mortgagor will not release, surrender or terminate the Lease without the prior written consent of Mortgagee, which consent shall not be unreasonably withheld, nor without similar consent will Mortgagor modify, amend or change in any manner any of the terms, provisions, covenants or agreements contained in the Lease pertaining to the ground lease of the Land;

(c) Promptly notify Mortgagee in writing of any default by the WAA under the Lease in the performance or observance of any of the terms, covenants or conditions on the part of such landlord to be performed or observed thereunder;

Section 36. Notices. That all notices, certificates, requests or other communications among the Mortgagee and the Mortgagor required to be given hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid, addressed as set forth in the first paragraph hereof. The Mortgagee and the Mortgagor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

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(c) Promptly notify Mortgagee in writing of any default by the WAA under the Lease in the performance or observance of any of the terms, covenants or conditions on the part of such landlord to be performed or observed thereunder;

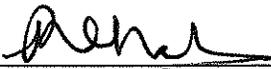
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Section 37. Invalidity. That in the event any provision of this Leasehold Mortgage shall be held invalid or in Part unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 38. Amendment. Except as otherwise provided in this Leasehold Mortgage, the Security Documents may not be effectively amended, changed, modified, altered or terminated except by a written instrument executed by Mortgagor and Mortgagee.

IN WITNESS WHEREOF, the Mortgagor has caused this Leasehold Mortgage to be duly executed as of the date and year first written above.

WICHITA AIRPORT HOTEL, LLC,
a Kansas limited liability company

By: 

Name: Raju Sheth

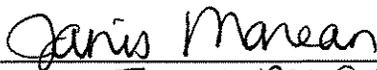
Title: Member / Manager

“MORTGAGOR”

STATE OF KANSAS §

COUNTY OF SEDGWICK §

This instrument was acknowledged before me on this 7th day of May, 2015, by Raju Sheth, Manager of Wichita Airport Hotel, LLC, a Kansas limited liability company, for the uses and purposes set forth above.


Print Name: Janis Marean
Notary Public in and for said County and State

My Appointment Expires: 11-28-18

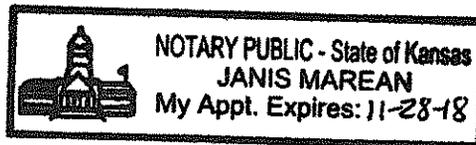


EXHIBIT A

Legal Description

The South 349 feet of Lot 1, Block 1, Mid-Continent Airport 2nd Addition to Wichita

Sedgwick County, Kansas

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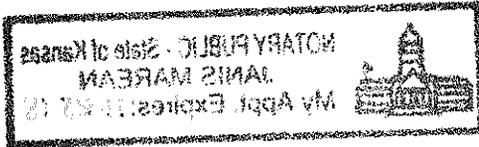


EXHIBIT A

Legal Description

The South 349 feet of Lot 1, Block 1, Mid-Continent Airport 2nd Addition to Wichita

Sedgwick County, Kansas

CONSENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

WHEREAS, a certain Leasehold Mortgage and Security Agreement, dated as of the _____ day of May 2015 (the "Mortgage") was entered into by and between Wichita Airport Hotel, LLC, a Kansas limited liability company whose address is 9017 E Bluestem St, Wichita, KS 67207 (the "Mortgagor"), and CrossFirst Bank, a Kansas banking association, whose address is 9451 E. 13th Street, Wichita, Kansas 67206 (the "Mortgagee"), which Mortgage was recorded in the records of the Register of Deeds of Sedgwick County, Kansas at _____; and;

WHEREAS, said Mortgage covered a certain leasehold interest created by Mortgagor and the Wichita Airport Authority, a quasi-a municipal corporation duly organized and existing under the laws of the State of Kansas ("WAA") under the terms of a Use and Lease Agreement dated as of July 15, 2014 (the "Lease") including certain real property described as: **The South 349 feet of Lot 1, Block 1, Mid-Continent Airport 2nd Addition to Wichita, Sedgwick County, Kansas;** and

WHEREAS, as a pre-condition to making the underlying loan that created the debt, which is secured by the Mortgage, Mortgagee required obtaining the consent of the WAA, to such Mortgage.

NOW, THEREFORE, the undersigned, being the Lessor under the Lease described above, does hereby consent to the terms and conditions of the above described Mortgage and hereby covenants to Mortgagee that WAA shall give notice to Mortgagee when and as given to Mortgagor for any event of default by Mortgagor under the Lease, and Mortgagee, at its option, shall have the right to correct any condition or to cure any default. Nothing in this instrument shall relieve Mortgagor of its obligations under the Lease. This Consent is given as of the date set forth below.

ATTEST:

THE WICHITA AIRPORT
AUTHORITY, WICHITA,
KANSAS

By _____
Karen Sublett, City Clerk

By: _____
Jeff Longwell, President
"WAA"

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: June 2015

Jennifer Magana,
City Attorney and Director of Law

STATE OF KANSAS §

COUNTY OF SEDGWICK §

This instrument was acknowledged before me on this ____ day of June 2015, by Jeff Longwell, President of the Wichita Airport Authority Wichita, Kansas, for the uses and purposes set forth above.

Print Name: _____
Notary Public in and for said County and
State

City of Wichita
City Council Meeting
June 23, 2015

TO: Wichita Airport Authority

SUBJECT: Supplemental Agreement No. 8
AECOM Program Management and Construction Management Services
Air Capital Terminal 3 (ACT 3) Program

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve Supplemental Agreement No. 8.

Background: A contract with AECOM (formerly known as DMJM Aviation) to provide program and construction management services for the Air Capital Terminal 3 (ACT 3) Program and related projects was approved by the Wichita Airport Authority (WAA) on June 7, 2005. The firm's selection was based upon a national competitive qualifications-based search process conducted in accordance with Federal Aviation Administration (FAA) guidelines since the program receives substantial federal grant funds.

Analysis: The purpose of this supplemental agreement is to continue AECOM's Program Management services and the FAA-required Construction Management services for the projects until all construction punch list work is completed. There is substantial construction contract and financial record closeout documentation required by the FAA and the Transportation Security Administration (TSA) because of the federal funding associated with the project.

AECOM's Supplemental Agreement No. 7, which was approved by the WAA in October 2014, stated that AECOM would need to provide personnel and services past the terminal opening date to perform the documentation and contract close-out and punch list services. Therefore, it was anticipated that an additional supplemental agreement extending the contract period would be presented to the WAA once more definitive staffing and construction work schedules are identified for the completion of punch-list items and the closeout process. With extreme due diligence in managing its resources and funding availability, AECOM has been able to provide services past the original contract completion date of May 1, 2015. The close-out process is anticipated to be completed by October 2, 2015, which requires this supplemental agreement to be approved.

Financial Considerations: The not-to-exceed cost for this supplemental agreement is \$497,223. This agreement extension was anticipated and funding is included in the current program budget.

Legal Considerations: The Law Department has reviewed and approved this supplemental agreement as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve Supplemental Agreement No. 8 with AECOM and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 8.

Supplemental Agreement #8

To The

Agreement for Professional Services Dated June 7, 2005

Between

Wichita Airport Authority, Wichita, Kansas

Party of the First Part, Hereinafter Called The

“Owner”

And

AECOM

Party of the Second Part, Hereinafter Called The

“Program Manager”

WITNESSETH:

Whereas, there now exists a Contract dated June 7, 2005, and Supplemental Agreement #1 dated February 9, 2010, Supplemental Agreement #2 dated March 9, 2010, Supplemental Agreement #3 dated July 20, 2010, Supplemental Agreement #4 dated January 25, 2011, Supplemental Agreement #5 dated March 1, 2011, Supplemental Agreement #6 dated October 18, 2011 and Supplemental Agreement #7 dated October 7, 2014, between the two parties covering Program Management services to be provided by the Program Manager at Wichita Dwight D. Eisenhower National Airport; and,

Whereas, the Contract is currently set to expire June 12, 2015, and it is the desire of both parties that the Contract be extended as noted below.

Now, therefore, the parties hereto mutually agree:

The Program Management Contract will be amended with this Supplemental Agreement as follows:

1. **ARTICLE VII – PAYMENT PROVISIONS:** Revise paragraph B as follows:

- B. The Term of the Agreement shall commence on the date of the Notice to Proceed issued to the CONSULTANT, and shall terminate on October 2, 2015, unless extended or terminated in accordance with the provisions hereof.

Payment to the Program Manager for the performance of the above listed services required by this agreement shall be made on the basis of the actual costs and expenses plus a fixed fee amount in accordance with the Contract, based on revised Exhibit B – Cost Estimate for Supplemental Agreement #8. The total compensation of the extension of Program Management Services and Construction Management Services shall be not-to-exceed \$497,223 (\$441,976 for cost plus a fixed fee in the amount of \$55,247).

2. SCOPE OF SERVICES

All provisions and requirements of the existing Contract, including the Scope of Work, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

In Witness Whereof, the Owner and the Program Manager have executed this Supplemental Agreement as of this 16th day of June, 2015.

ATTEST:

WICHITA AIRPORT
AUTHORITY
2173 Air Cargo Road
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Jeff Longwell, President
"OWNER"

By: _____
Victor D. White, Director of Airports

CONSULTANT ATTEST:

Name: AECOM
Address: 303 E. Wacker Drive, Suite 1400
Chicago, IL 60601

By: _____
"CONSULTANT"

Title: _____

APPROVED AS TO FORM:

City Attorney: _____
Jennifer Magana

Date: _____

Attachments:

Exhibit A: Cost Estimate

Terminal Bldg PM/CM - Extended Duration							
				Start 6/19/15	Finish 9/4/15		
1.	Direct Salary Cost						
	<i>Staff Member or Title</i>	<i>Hours</i>	<i>Field/ Home Office</i>	<i>Staff Weeks</i>	<i>Staff Months</i>	<i>Rate/ Hour</i>	<i>Direct Salary Cost</i>
	Program Manager	280	Field			80.27	\$22,476
	Deputy Program Manager	632	Field		10/2/2015	41.12	\$25,988
	Project Controls Manager	112	Field			80.57	\$9,024
	Deputy Project Controls Manager	472	Field			37.61	\$17,752
	Office Engineer	472	Field			34.16	\$16,124
	Administrative Assistant	632	Field		10/2/2015	16.75	\$10,586
	Inspector	112	Field			29.20	\$3,270
	Inspector	112	Field			28.70	\$3,214
		2,824	Field				\$108,433.52
		0	Home				0
		2,824	Total				
						Total Direct Salary Cost	\$108,433.52
2.	Labor and General & Administrative Costs	Field					
		121.50%					
		131,746.73					\$131,747
3.	Total Labor Cost - Subtotal of Items 1 and 2 (Fully Burdened Labor)						\$240,180
4.	Direct Nonsalary Expenses						
4.01	Expenses	\$485 /wk		20.0 wks		\$9,700	
						Total Direct Nonsalary Expenses	\$9,700
5.	Subcontract Cost	<i>Hours</i>		<i>Labor</i>	<i>ODC</i>	<i>Total</i>	
5.01	Civil Technology	1,131.0		\$72.39/hr		\$81,873	
5.02	Schafer Johnson Cox Frey	632		\$129.15/hr		\$81,623	
5.03	Chrysalis	160		\$141.25/hr	\$6,000	\$28,600	
5.05	Mauler Engineering					\$0	
						Total Subcontract Cost	\$192,096
6.	Total Cost Items 3, 4, 5						\$441,976
7.	Fixed Payment	12.50%	of Item 6				\$55,247
	TOTAL						\$497,223

Wichita, Kansas
June 22, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

The Board of Bids and Contracts met with Marty Strayer, Administrative Assistant, Public Works Engineering in the Chair; Amy Belcher, Accountant, Finance, representing the Director of Finance, Elizabeth Goltry, Budget Analyst, Budget Office, Jason Brogden, Buyer, representing Purchasing, and Janis Edwards, Deputy City Clerk.

Minutes of the regular meeting dated June 15, 2015, were read and on motion approved.

Bids were opened June 19, 2015, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Dump Truck with/ Spreader and Snow Plow.

Defer one week

The Purchasing Division recommended that the contracts be deferred outlined above.

On motion the Board of Bids recommended that the contracts be deferred as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: June 22, 2015

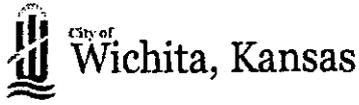
WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

June 19, 2015

37,000 GVWR Cab & Chassis Dump Truck with Spreader & Snow Plow – Wichita Airport Authority/Airfield
Maintenance Division (Defer to June 29, 2015)

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


Melinda A. Walker
Purchasing Manager



BID RESULTS

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

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

Vendor Group Line
Solicitation: FB540106 **Dump Truck w/Spreader & Snow Plow** **Close Date/Time:** 6/19/2015 10:00 AM CST
Solicitation Type: Formal Bid **Return to the Bid List**
Award Method: Aggregate Cost
Department: Airport Operations **Responses:** 2

Vendors	Complete	Bid Total	City Comments
OMAHA TRUCK CENTER	Complete	\$146,110.00	Defer 6/29/2015 Wichita Airport Authority/Airfield Maintenance
ROBERTS TRUCK CENTER LLC	Complete	\$155,865.00	Corrected Total \$147,865

[Top of the Page](#)

