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FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. August 27, 2013

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on August 20, 2013

II. CONSENT AGENDAS (ITEMS 1 THROUGH 22)

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. **Board Appointments.**

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 22)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 26, 2013.

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

2. Applications for Licenses:

<u>New License</u>	<u>2013</u>	<u>Address</u>
Tenecia Bush	Lil Momma's	1200 South Airport Road

<u>Special Event</u>	<u>2013</u>	<u>Address</u>
Wichita Wagonmasters	September 28, 2013	600 Block East Douglas

RECOMMENDED ACTION: Approve the licenses.

3. Preliminary Estimates:

- a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Change Order:

- a. Change Order No. 5 for Broadway Bridge at 34th Street South. (District III)

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

5. Property Acquisitions:

- a. Easement across City-Owned Property South of Central and West of the Big Ditch. (District V)
- b. Partial Acquisition of 2746 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)
- c. Partial Acquisition of 1600 West 27th Street North for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

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

6. Minutes of Advisory Boards/Commissions

Wichita Historic Preservation Board, July 8, 2013
Joint Investment Committee, July 11, 2013
Board of Electrical, June 11, 2013
Wichita Public Library, July 16, 2013
Deferred Compensation Board, May 16, 2013

RECOMMENDED ACTION: Receive and file.

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

Property Address

a. 1547 North Burns

Council District

VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on October 8, 2013 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

8. Acquisition by Eminent Domain of Tracts Required for the Amidon, 21st Street North to 29th Street North Improvement Project. (District VI)

RECOMMENDED ACTION: Adopt the resolution and place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

9. 2012-2013 Railroad Crossing Improvement Program. (Districts III, IV, and VI)

RECOMMENDED ACTION: Approve the project, place the ordinance on first reading, and authorize the necessary signatures.

10. E-Citation Program.

RECOMMENDED ACTION: Authorize the necessary signatures to pay InterAct Inc. (Vendor for the E*Justice System) to provide an interface with E*Justice records management system for E-Citation data.

11. Release and Settlement Relating to Pumps and Motors.

RECOMMENDED ACTION: Approve the proposed Release and Settlement Agreement and authorize necessary signatures.

12. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payments totaling \$62,800 as full settlement of all possible claims arising out of the events which are the subject of this claim.

13. Resolution Setting a Public Hearing for Consideration of a Project Plan, Tax Increment Financing for the West Bank Apartments Project. (District VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on October 8, 2013, for consideration of the West Bank Apartments Project Plan and authorize the necessary signatures.

14. Resolution Setting a Public Hearing for the Adoption of a Redevelopment Project Plan, Tax Increment Financing for the Exchange Place Project. (District VI)

RECOMMENDED ACTION: Adopt the resolution setting a public hearing on October 1, 2013, for consideration of adoption of the Exchange Place Project Plan, place on first reading the Ordinance amending the Center City South district plan and authorize the necessary signatures.

15. Contract for Providing Pre-Employment Physical Examinations and Substance Abuse Screens.

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

16. Project Access Contract.

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

17. SAFER Grant Program.

RECOMMENDED ACTION: Authorize submission for the 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant for seven firefighter positions with the necessary signatures.

18. Second Reading Ordinances: (First Read August 20, 2013)

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.

19. *DED2013-00025 - Dedication of Access Controls located on the south side of Lincoln, west of Hydraulic.
(District I)

RECOMMENDED ACTION: Accept the Dedication.

20. *ZON2012-15 - City zone change request from LI Limited Industrial to GO General Office, generally located north of 13th Street and east of Webb Road. (District II)

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

21. *ZON2013-00016 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property located at the southeast corner of Garland Avenue and 14th Street North, 1430 North Garland Avenue. (District VI)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

22. *WAA Report of Board of Bids and Contracts dated August 26, 2013.

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

Wichita, Kansas
August 26, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated August 19, 2013 were read and on motion approved.

Bids were opened August 23, 2013, pursuant to advertisements published on:

135th, Kellogg to Onewood (135th, north of Kellogg) 87N-0566-01/472-84915 (707022/635813)

Defer two weeks

Split Rail Street from the south line of Rockhill Street to the southwest corner of Lot 10, Block 3; Split Rail Circle for an approximate length of 77' serving Lots 7-9, Block 2; Steeplechase Circle from the west edge of Wooddale to a point approximately 180' west to serve Krug South Addition (south of 21st Street North, west of 143rd Street East) (472-85059/766295/490313) Does not affect existing traffic. (District II)

Cornejo & Sons, LLC - \$212,897.85

Lateral 62, Cowskin Interceptor Sewer to serve Bay Country Addition (west of 119th Street West, south of Central) (468-84890/744354/480046) Traffic to be maintained during construction using flagpersons and barricades. (District V)

McCullough Excavation - \$89,250.00

Water Distribution System to serve Bay Country Addition (west of 119th Street West, south of Central) (448-90598/735492/470165) Traffic to be maintained during construction using flagpersons and barricades. (District V)

McCullough Excavation - \$54,900.00

Lindberg from the north line of 13th Street to and including the cul-de-sac to serve Waterfront 6th Addition (north of 13th Street North, west of Greenwich) (472-84626/766292/490310) Does not affect existing traffic. Stonegate Lane from the east edge of North Lindberg Street to the west edge of North Veranda Street to serve Waterfront 8th Addition (north of 13th Street North, west of Greenwich) (472-85097/766293/490311) Does not affect existing traffic. (District II)

Phillips Southern Electric - \$124,336.00 Group 1
\$75,419.00 Group 2
\$199,755.00 Total Bid

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

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

**PUBLIC WORKS & UTILITIES DEPARTMENT/STORMWATER DIVISION:
Flood Control Right of Way Fencing.**

American Fence Company Inc. \$74,971.14

POLICE DEPARTMENT/INVESTIGATIONS DIVISION: High Definition Laser Scanning System.

Laser Specialists Inc. - \$210,904.00

PUBLIC WORKS & UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Polymer Use In Wastewater Solids Dewater.

Polydyne Inc.* - \$565,621.16

*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 of Bids recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager
 DATE: August 26, 2013

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**August 23, 2013**

Paving – 135 th , Kellogg to Onewood (135 th , north of Kellogg) – Public Works & Utilities Dept./Engineering Div. (Defer to September 9, 2013) (Pending KDOT Approval)	
Paving – Split Rail (south of 21 st Street North, west of 143 rd Street East) – Public Works & Utilities Department/Engineering Division Cornejo & Sons, LLC	\$212,897.85
Lateral 62, Cowskin Interceptor Sewer to serve Bay Country Addition – Public Works & Utilities Department/Engineering Division McCullough Excavation	\$89,250.00
Water Distribution System to serve Bay Country Addition – Public Works & Utilities Dept./Engineering Division McCullough Excavation	\$54,900.00
Lighting – Public Works & Utilities Department/Engineering Division Phillips Southern Electric	
Group 1 – Lindberg Phase 2 Waterfront 6th Addition	\$124,336.00
Group 2 – Stonegate Phase 2 Waterfront 8th Addition	75,419.00
Aggregate Bid Total	<u>\$199,755.00</u>

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**August 26, 2013**

Wichita - Valley Center Flood Control Right-of-Way Fencing – Public Works & Utilities Dept./Stormwater Div. American Fence Company, Inc.	\$74,971.14
High Definition Laser Scanning System – Police Department/Investigation Division Laser Specialists, Inc.	\$210,904.00
Polymer for Use in Wastewater Solids Dewatering Facility – Public Works & Utilities Department/Sewage Treatment Division Polydyne, Inc.	(Per Pound) \$0.1580

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

Melinda A. Walker
 for Melinda A. Walker
 Purchasing Manager

WATER BID TABULATION SUMMARY

BOARD OF BIDS - August 23, 2013

RQ#340732

FB#340157		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Water Distribution System		\$96,985.00	\$76,945.00	\$63,935.00	\$57,191.25
Bay Country Addition	BID BOND				
448-90598	ADDENDA	0			
(735492)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Water Distribution System		\$96,985.00	\$54,900.00	\$60,042.25	\$64,976.25
Bay Country Addition	BID BOND				
448-90598	ADDENDA	0			
(735492)					
		Engineer's Construction Estimate	B-2 Excavating	Stannard Construction d/b/a WB Carter	Forshee Plumbing
Water Distribution System		\$96,985.00	\$69,412.50	\$76,054.00	\$63,880.00
Bay Country Addition	BID BOND		X	X	
448-90598	ADDENDA	0			
(735492)					
		Engineer's Construction Estimate	Alans Excavating		
Water Distribution System		\$96,985.00	\$70,275.00		
Bay Country Addition	BID BOND				
448-90598	ADDENDA	0			
(735492)					

CHECKED BY: KP
 REVIEWED BY: PS

PAVING BID TABULATION SUMMARY

BOARD OF BIDS - August 23, 2013

RQ#340701

FB#340146		Engineer's Construction Estimate	Phillips Southern Electric	Atlas Electric	Cornejo & Sons, LLC
Lindberg - PHASE 2 Waterfront 6th Addition 472-84626 (766292)	Group 1	\$178,800.00	\$124,986.00	\$123,890.00	
Stonegate - PHASE 2 Waterfront 8th Addition 472-85097 (766293)	Group 2	\$112,800.00	\$75,419.00	\$76,410.00	
	BID BOND			X	
	ADDENDA	1		X	
BID TOTAL		\$291,600.00	199,755.00	200,300.00	
		Engineer's Construction Estimate	Dondlinger & Sons	Kansas Paving Company	Lafarge North America
Lindberg - PHASE 2 Waterfront 6th Addition 472-84626 (766292)	Group 1	\$178,800.00			
Stonegate - PHASE 2 Waterfront 8th Addition 472-85097 (766293)	Group 2	\$112,800.00			
	BID BOND				
	ADDENDA	1			
BID TOTAL		\$291,600.00			
		Engineer's Construction Estimate			
Lindberg - PHASE 2 Waterfront 6th Addition 472-84626 (766292)	Group 1	\$178,800.00			
Stonegate - PHASE 2 Waterfront 8th Addition 472-85097 (766293)	Group 2	\$112,800.00			
	BID BOND				
	ADDENDA	1			
BID TOTAL		\$291,600.00			
		Engineer's Construction Estimate			
Lindberg - PHASE 2 Waterfront 6th Addition 472-84626 (766292)	Group 1	\$178,800.00			
Stonegate - PHASE 2 Waterfront 8th Addition 472-85097 (766293)	Group 2	\$112,800.00			
	BID BOND				
	ADDENDA	1			
BID TOTAL		\$291,600.00			

CHECKED BY: KO
 REVIEWED BY: PH



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: FB340153 Flood Control Right-of-Way Fencing

Close Date/Time: 8/23/2013 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Aggregate Cost
Department: Public Works & Utilities

[Return to the Bid List](#)

Responses: 5

Vendors	Complete	Bid Total	City Comments
<u>AMERICAN FENCE COMPANY INC</u>	Complete	\$74,971.14	Award 8/27/2013 Public Works & Utilities Department/Stormwater Division
<u>REDDI INDUSTRIES INC</u>	Complete	\$81,882.65	
<u>KANSAS FENCE COMPANY INC</u>	Complete	\$81,980.95	
<u>WICHITA FENCE COMPANY INC</u>	Complete	\$117,544.62	
<u>COLLINS & HERMANN, INC</u>	Complete	\$306,570.00	

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ep.wichita.gov

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: FB340154 **High Definition Laser Scanning System**

Close Date/Time: 8/23/2013 10:00 AM CST

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Responses: 1

Department: Police Department

Vendors	Complete	Bid Total	City Comments
LASER SPECIALISTS INC	Complete	\$210,904.00	Award 08/27/2013 Police Department/Investigations Division Top of the Page





Bid Results

Registration Solicitations Document Inquiry Login Help

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

Vendor Group Line
Solicitation: FB340159 Polymer Use In Wastewater Solids Dewater

Close Date/Time: 8/23/2013 10:00 AM CST

Solicitation Type: Formal Bid
Award Method: Aggregate Cost
Department: Water Sewage Treatment Division

[Return to the Bid List](#)

Responses: 1

Vendors	Complete	Bid Total	City Comments
<u>POLYDYNE INC</u>	Complete	\$565,621.16	Award 08/27/2013 Public Works & Utilities Department/Sewage Treatment Division

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Bid Results

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

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

Vendor Group Line
Solicitation: FB340159 **Polymer Use In Wastewater Solids Dewater** **Close Date/Time: 8/23/2013 10:00 AM CST**

Solicitation Type: Formal Bid

[Return to the Bid List](#)

Award Method: Aggregate Cost

Department: Water Sewage Treatment Division

Responses: 1

Go to: 001

Line 001 Polydyne LW-852 Minimum Shipment Amount: _____ Polymer usage 397.764528 (NDTD) X 9,000 +/- (EST. NDTD) = 3,579,880.76 LBS.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
POLYDYNE INC	3579880.76	Pound	\$0.1580	\$565,621.16	Complete	

[Top of the Page](#)



THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 27, 2013**

The cost of **PRELIMINARY ESTIMATE** for Lateral 171, Sanitary Sewer No. 22 to serve unplatted tracts north of 33rd Street, east of Amidon (District VI) (468-84840/744339/480-031) – Total Estimated Cost \$28,500.

To the City Council
Wichita, Kansas

Date of CC 08/27/13
(OCA/PROJ) 744339/468-84840
(PPN) 480-031

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

PRELIMINARY ESTIMATE of the cost of Lateral 171, Sanitary Sewer No. 22, to serve unplatted tracts north of 33rd Street, east of Amidon. (District VI)

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

Total Estimated Cost \$28,500

CITY OF WICHITA
STATE OF KANSAS) SS

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



Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2013.

City Clerk

The cost of Lateral 171, Sanitary Sewer No. 22, to serve unplatted tracts north of 33rd Street, east of Amidon. (District VI) (468-84840/744339/480-031) – Total Estimated Cost \$28,500

Page _____

Exhibit _____

**City of Wichita
City Council Meeting
August 27, 2013**

TO: Mayor and City Council

SUBJECT: Change Order No. 5 for Broadway Bridge at 34th Street South (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: Reconstruction of the Broadway Bridge at 34th Street South began in March 2013, following final budget approval by the City Council on February 26, 2013. The following change orders have been processed to-date:

No.	Date Processed	Amount	Provided
1	March 19, 2013	\$4,956	Alignment of an existing waterline which was in conflict with proposed sheet pile used for abutment wall.
2	March 26, 2013	\$2,161	Changed proposed storm sewer line to a pipe size that could be supported by the inlet beam within the structure.
3	May 14, 2013	\$9,450	Repair of bridge delamination to allow proper tightening of support bolts on temporary bridge. Contract time extended by one week.
4	July 25, 2013	\$2,100	Additional square footage of bridge delamination repair required after final surface preparation completed with Change Order No. 3.

Analysis: Unexpected, unstable loose material found at the base of an existing retaining wall will not support the weight of the proposed retaining wall. A review by geotechnical engineers recommends removal and re-compaction of the existing soil to obtain the bearing capacity necessary to support the new wall. The estimated quantity of soil to be treated is based on anticipated excavation limits and approximate depth of loose material. Final excavation limits will be measured upon completion followed by appropriate quantity and cost adjustments. Change Order No. 5 has been prepared to authorize the additional work and extend the contract time by six days.

Financial Considerations: The estimated cost of the additional work is \$18,941. The original contract amount was \$11,907,079. The addition of this change order, plus previous change orders, brings the total contract amount to \$11,944,687. The total of all change orders to-date represents 0.31% of the original contract total. Funding is available within the existing approved budget, which is funded by General Obligation bonds and federal grants.

Legal Considerations: The Law Department has reviewed and approved the change order as to form. The change order amount is within the 25% of contract cost limit set by City Council policy.

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

Attachments: Change Order No. 5.



To: United Contractors Inc. & Subsidiaries

Project: Broadway Bridge Replacement at 34th Street South

Change Order No.: 5

Project No.: 87N-0519-01 / 472-84965

Purchase Order No.:

OCA No.: 715727 / 636266

CHARGE TO OCA No.: 715727

PPN: 249143 / 772074

Please perform the following extra work at a cost not to exceed \$18,940.95

Additional Work: Excavation and re-compaction

Reason for Additional Work: Unexpected, unstable loose material found at the base of Wall A will not support the weight of the proposed retaining wall in its current state. A review by geotechnical engineers recommends removal and re-compaction of the existing soil to obtain the required bearing capacity necessary to support the wall. The quantity is an estimate based on anticipated excavation limits and approximate depth of loose material. Staff and contractor will measure excavation limits for a final adjustment to quantities and budget charges. Contract time will extend six additional days to complete this work.

<u>Line #</u>	<u>KDOT #</u>	<u>Item (Non-Part)</u>	<u>Negotiated/ Bid</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Extension</u>
148	4	Excavation & compaction	Negot'd	2,577 cy	7.35	18,940.95

CIP Budget Amount: \$17,953,578.00 (715727)	Original Contract Amt.: \$11,907,078.85
\$ 300,000.00 (636266)	
Consultant: MKEC	Current CO Amt.: \$18,940.95
Total Exp. & Encum. To Date: \$14,735,284.68	Amt. of Previous CO's: \$18,666.90
CO Amount: \$18,940.95	Total of All CO's: \$37,607.85
Unencum. Bal. After CO: \$3,199,352.37	% of Orig. Contract / 25% Max.: 0.31%
	Adjusted Contract Amt.: \$11,944,686.70

Recommended By: SD

Approved:

Greg Baalman, P.E. Date
Construction Engineer

Gary Janzen, P.E. Date
City Engineer

Approved:

Approved:

Contractor Date

Alan King Date
Director of Public Works & Utilities

Approved as to Form:

By Order of the City Council:

Gary Rebenstorf Date
Director of Law

Carl Brewer Date
Mayor

Attest: _____
City Clerk

CITY OF WICHITA
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Easement Across City-Owned Property South of Central and West of the Big Ditch (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the easement.

Background: Kansas Gas and Electric (KG&E), doing business as Westar Energy, is rebuilding a 68kV transmission line that runs from Hoover to Tyler. Part of the line crosses a City-owned parcel located west of the Big Ditch and south of Central. KG&E has an existing ten foot easement. To accomplish the reconstruction, KG&E requires an additional ten feet of easement (5,924 square feet) and a 20 foot wide temporary easement (11,892 square feet).

Analysis: Westar offered \$.50 per square foot for the easement. The County has the City parcel valued at \$1 per square foot although it is tax exempt. Similar land in proximity to the City parcel has County values of \$.01 per square foot and have sold for \$.025 per square foot. Based on this spread of values, a negotiated price of \$.75 per square foot was agreed to for the permanent easement and \$.375 per square foot for the temporary easement. This equates to \$4,443 for the permanent easement and \$4,459.50 for the temporary easement.

Financial Considerations: The City shall receive \$8,902.50 for the easements.

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

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

Attachments: Tract maps, aerials, and easements

COPY

WR# A84442

NW/4 S22-T27S-R1W
The City of Wichita, Kansas

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto **KANSAS GAS AND ELECTRIC COMPANY, a corporation**, (Grantee), its successors, assigns, and lessees, the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, and other equipment appurtenant thereto for the transmission and distribution of electric energy and communications in, along, under, across, and over certain lands owned by Grantor situated in Sedgwick County, State of KANSAS, and described as follows:

A strip of land across **a tract in the Northwest Quarter (NW/4) of Section 22, Township 27 South, Range 1 West** of the 6th P.M., Sedgwick County, Kansas, more particularly described on Exhibit "A," attached hereto and made a part hereof by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's lines which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way, after demonstrating need and obtaining permission from Grantor, which shall not be reasonably withheld, whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs and brush shall be burned or removed by the Grantee unless otherwise agreed to by

Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements or buildings shall be constructed on the said right of way without the prior written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this ___ day of _____, 20__.

**The City of Wichita, Kansas, a
municipal corporation:**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

STATE OF)
) SS: MUNICIPAL ACKNOWLEDGMENT
COUNTY OF)

Personally appeared before me a notary public in and for the County and State aforesaid Carl Brewer, Mayor of The City of Wichita, Kansas, a Municipal Corporation and Karen Sublett, City Clerk of The City of Wichita, Kansas, a Municipal Corporation to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this ____ day of _____, 2013.

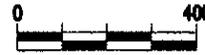
Notary Public

My commission expires:

LEGEND

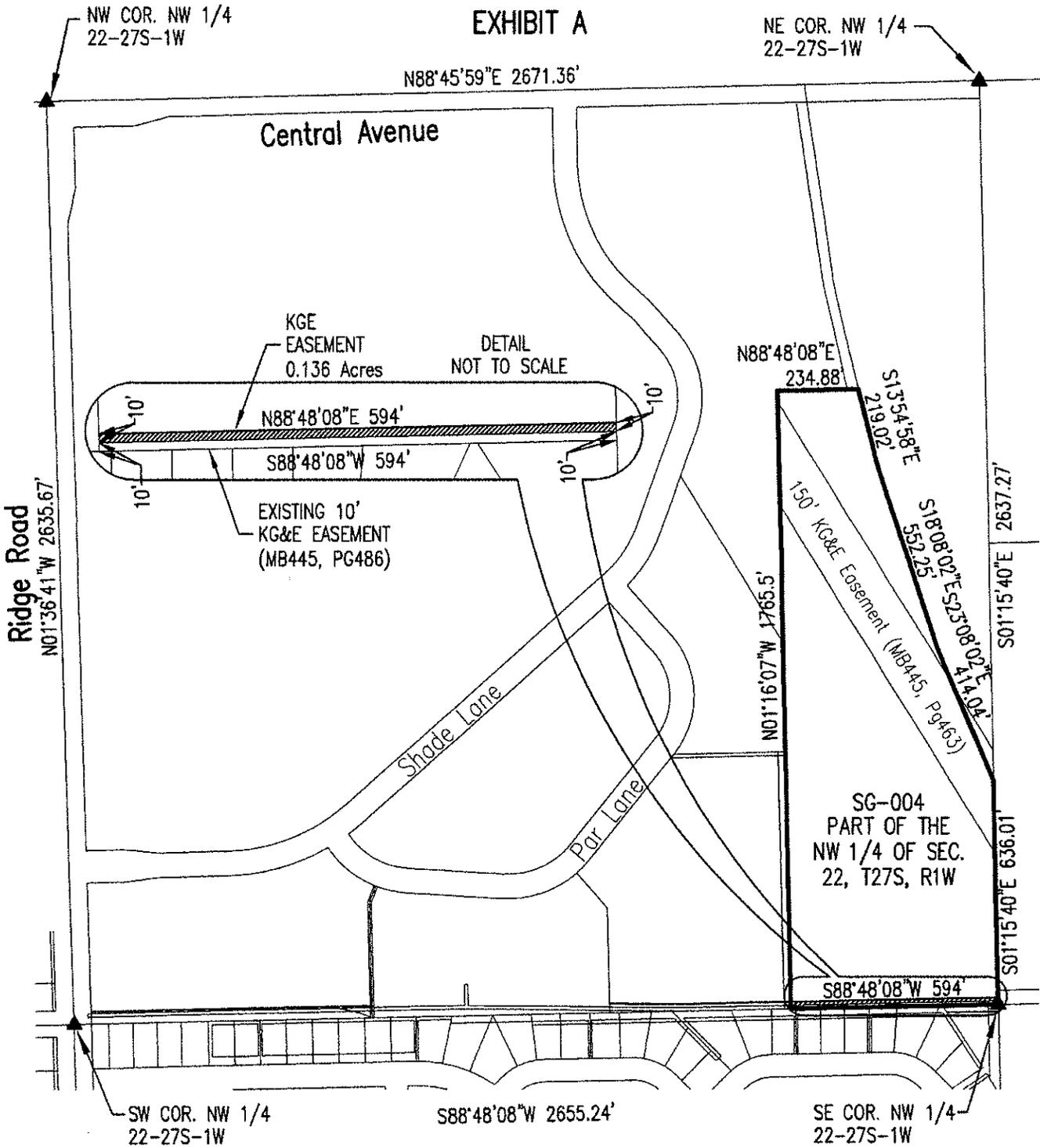
 = SECTION LINE
 = PROPERTY LINE
 = EASEMENT LINE

 = EASEMENT CL
 = SECTION CORNER



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.

EXHIBIT A




Savoy Company, P.A.
 Land Surveyors
 433 S. Hydraulic, Wichita, KS 67211-1911

**HOOVER - TYLER
69.51 REBUILD**



PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

COUNTY	OWNER	TRACT. NO.	PROJ. NO. 12-240
SEDGWICK	City of Wichita	SG-004	DATE: May 17, 2013

TEMPORARY CONSTRUCTION EASEMENT

For and in consideration of the sum of One Dollar (\$1.00), and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant to **WESTAR ENERGY, INC.**, hereinafter referred to as Grantee, a temporary construction easement for the construction of a 69kV Transmission Line known as Hoover to Tyler, over the following described property located in Sedgwick County, Kansas, to wit:

A strip of land across the Northwest Quarter (NW/4) of Section 22, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, more particularly described on Exhibit "A," attached hereto and made a part hereof by reference;

Said Temporary Construction Easement shall be for the period from _____ to December 31, 2014, and shall cease and terminate thereafter.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor by the construction of said 69kV Transmission Line; said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs, successors, or assigns, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the successors and assigns of the undersigned.

WITNESS the hand of the Grantor this ____ day of _____, 20 ____.

**The City of Wichita, Kansas, a
municipal corporation:**

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

COPY

STATE OF)
) SS: **MUNICIPAL ACKNOWLEDGMENT**
COUNTY OF)

Personally appeared before me a notary public in and for the County and State aforesaid Carl Brewer, Mayor of The City of Wichita, Kansas, a Municipal Corporation and Karen Sublett, City Clerk of The City of Wichita, Kansas, a Municipal Corporation to me personally known to be the same person(s) who executed the foregoing instrument of writing and said person(s) duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this ____ day of _____, 2013.

Notary Public

My commission expires:

LEGEND

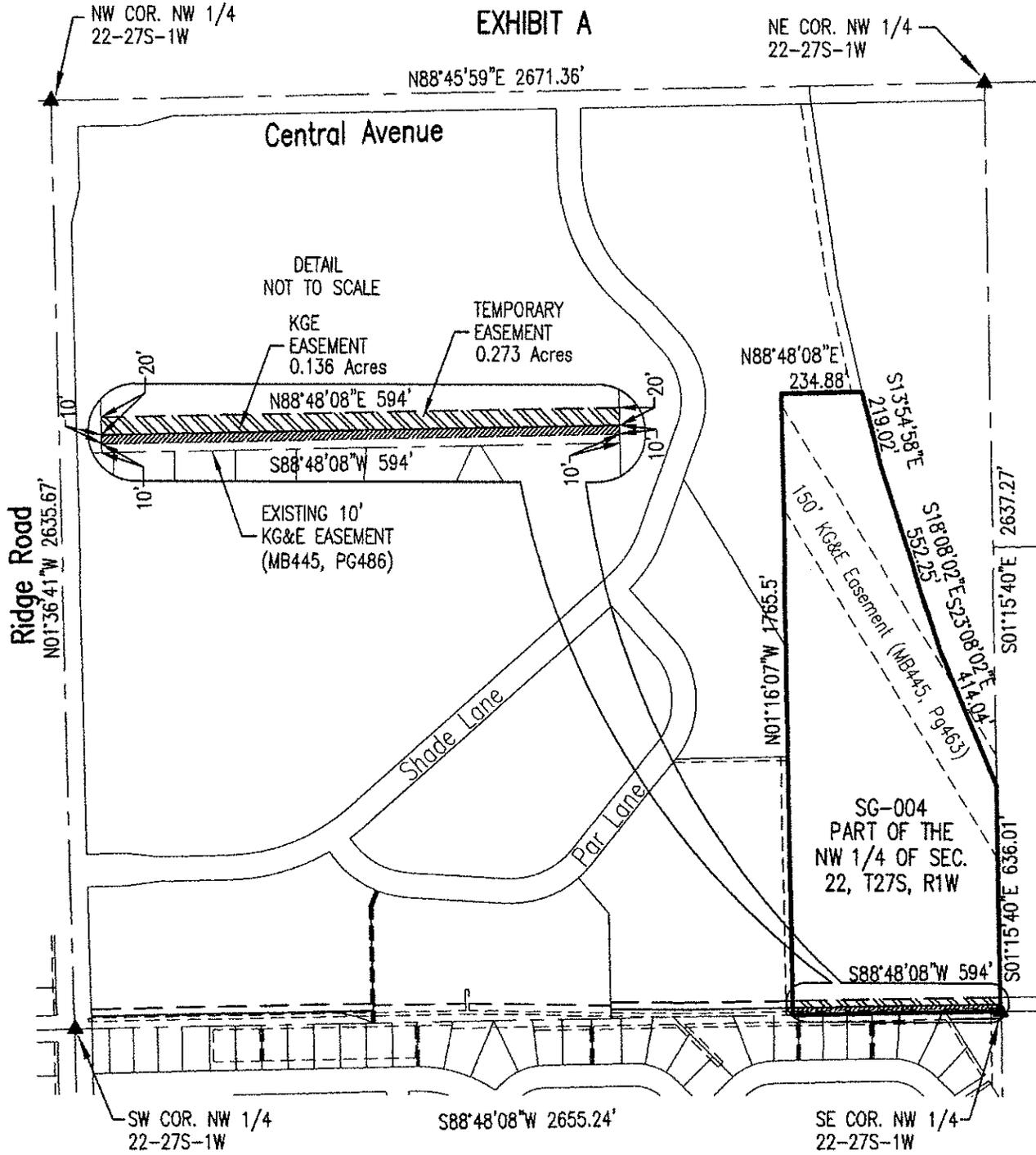
- = SECTION LINE
- = PROPERTY LINE
- - - = EASEMENT LINE

- = EASEMENT CL
- ▲ = SECTION CORNER



NOTE: This sketch does NOT constitute a Boundary survey but is intended for Right-of-Way purposes only. Distances and bearings are based on Kansas South Zone State Plane Coordinates.

EXHIBIT A



Savoy Company, P.A.
Land Surveyors
 433 S. Hydraulic, Wichita, KS 67211-1911
 PH (316) 265-0005 - FAX (316) 265-0275 - www.savoyco.com

HOOVER - TYLER 69.51 REBUILD			
COUNTY	OWNER	TRACT. NO.	PROJ. NO. 12-240
SEDGWICK	City of Wichita	SG-004	DATE: May 30, 2013

Westar Energy

Vendor # _____

Temporary Easement Settlement



12-246

Owner City of Wichita

Multiple owner 100 % Agent Eric T. Adcock

Project # 023314 Line # 69.51 Tract # SG-004 Phone No 316-299-7552

Qtr NW/4, Section 22 Twp 27 S, Rng 1 E, Sedgwick County, KS

or Lot _____ Block _____ Subdivision _____ City _____

The Owner has agreed to the sum of \$ 4,459.46 from WESTAR ENERGY in full settlement and consideration for a fully executed Temporary Construction/Access Easement on and across the premises described generally as above.

IRS Form W-9 attached

Owner's Signature _____ Phone No _____

Special Requests:

1. _____
2. _____
3. _____
4. _____

CHECK TO: _____ Check Needed _____

Name: _____

Address: _____

City, State, Zip: _____

Amount	BA	CC	Account	Loc	WA	Project	WR	UC

REMIT _____

SOA Approval Signature
 Print Name _____
 Date _____

SOA Approval Signature
 Print Name _____
 Date _____

RIGHT OF WAY SETTLEMENT



Owner City of Wichita

¹²⁻²⁴⁰ Multiple owner 100 % Agent Eric T. Adcock

Project # 023314 Line # 69.51 Tract # SG-004 Phone No 316-299-7552

Qtr NW, Section 22, Twp 27 S, Rng 1 E W, Sedgwick County, KS

Or Lot _____, Block _____, Subdivision _____, City _____

The Owner has agreed to the sum of \$ 4,443.00 from WESTAR ENERGY in full settlement and consideration for a fully executed Grant of Right of Way for construction of an electric line on and across the premises described generally as above.

IRS Form W-9 attached

Owner's Signature _____ Phone Number _____

Special Requests:

1. _____
2. _____
3. _____
4. _____

CHECK TO: _____ Check Needed _____

Name: _____

Address: _____

City, State, Zip: _____

Amount	BA	CC	Account	Loc	WA	Project	WR	UC

REMIT _____

SOA Approval Signature
 Print Name _____
 Date _____

SOA Approval Signature
 Print Name _____
 Date _____

CITY OF WICHITA
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2746 North Amidon for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 2746 North Amidon consists of 335 square feet for road right-of-way and 240 square feet for a temporary easement. The right-of-way taking is a five foot-wide strip of land adjacent to Amidon. The improvements are not affected by the proposed project. The taking will require the removal of a tree and replacement of landscaping.

Analysis: The proposed acquisition was valued at \$420 (\$1.25 per square foot) for the right-of-way and \$100 for the temporary easement. This amount was offered to the owner. The owner accepted the offer pending valuation of the cost to cure the landscaping; this amount was determined to be \$3,480. The owner accepted \$4,000 for the easements and the landscaping.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$4,500 is requested. This includes \$4,000 for the acquisition and \$500 for title work, closing costs and other administrative fees.

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

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

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

PROJECT: Amidon Avenue DATE: 08/10/13

COUNTY: Sedgwick TRACT NO.: 0011

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED AND TEMPORARY
EASEMENT**

THIS AGREEMENT Made and entered into this 8th day of August, 2013, by and between

Shahrokh Bakhtiari

1522 Coolidge, Wichita, KS 67204

(Name and Address)

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

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

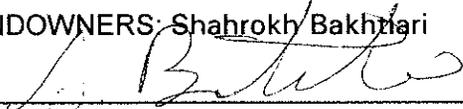
The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
<u>335</u> (Sq. Ft.)	\$	<u>420.00</u>
Damages including but not limited to:		
<u>landscaping</u>	\$	<u>3,480.00</u>
Temporary Easement for construction:		
<u>240</u> (Sq. Ft.)	\$	<u>100.00</u>
Permanent Drainage Easement for construction:		
<u>N/A</u> (Sq. Ft.)	\$	<u>N/A</u>
Improvement & Buildings acquired with right of way:		
<u>N/A</u>		
TOTAL:		\$ <u>4,000.00</u>

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

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

LANDOWNERS: Shahrokh Bakhtiari

By: 
 Shahrokh Bakhtiari

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
 Carl Brewer, Mayor

By: _____
 Karen Sublett, City Clerk

MEMORANDA

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

Shahrokh Bakhtiari

If mortgage or other liens, show names of holders:

None

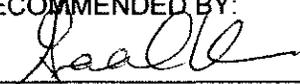
REMARKS:

PIN/APN 00114174
Security Title File Number 2068369

APPROVED TO FORM:

Gary E. Rebenstorff, Director of Law

RECOMMENDED BY:


Gerald Cain, Project Manager

RIGHT OF WAY EXHIBIT

BAKHTIARI SHAHROKH
 1522 COOLIDGE
 WICHITA KS 67203-2935

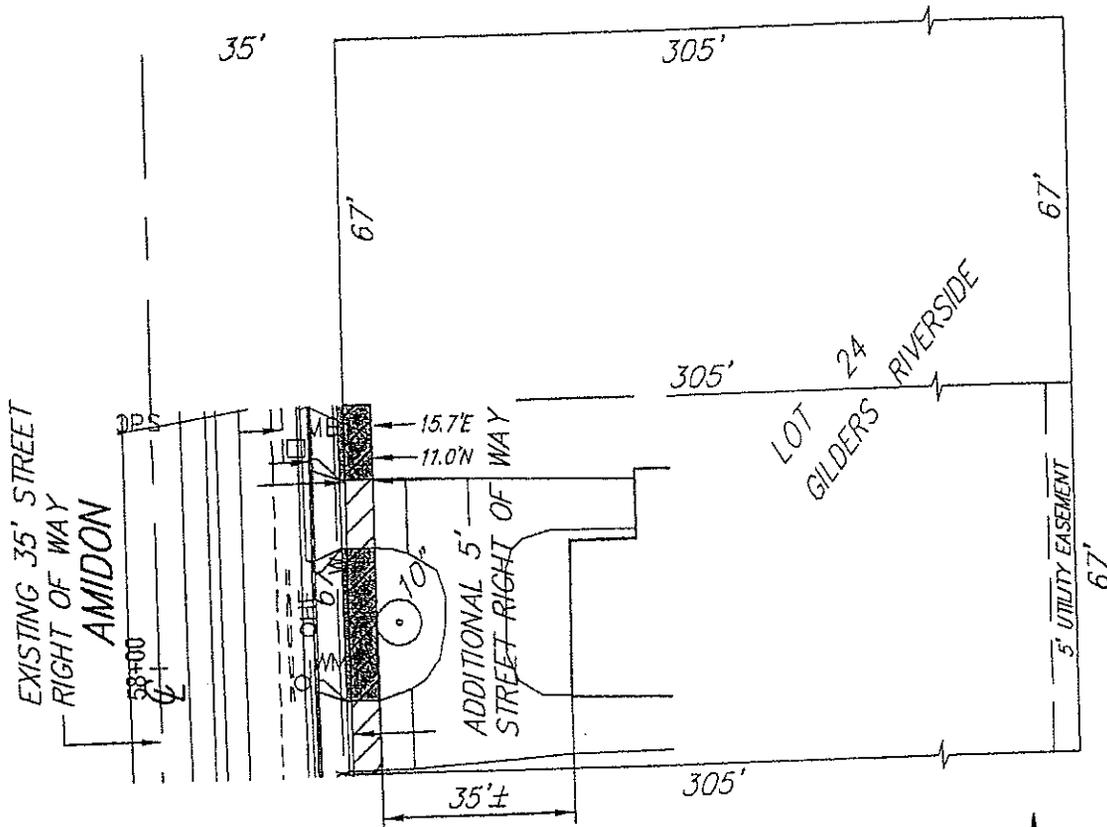
A 14120

Right Of Way Area: 335 Sq. Ft.±
 0.01 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.
 Engineering, Surveying, Land Planning

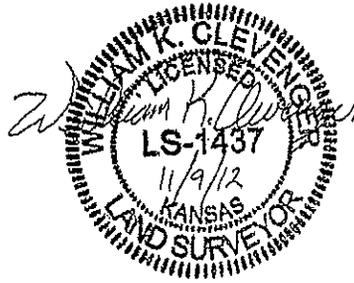
924 North Main
 Wichita, Kansas 67203
 www.rbkansas.com

(316) 264-8008
 (316) 264-4621 fax
 E-mail: info@rbkansas.com

3647T

A 14120 - Right of Way

The west 5.00 feet of Lot 24, Gilders Riverside, Sedgwick County, Kansas, EXCEPT the north 67 feet.



TEMPORARY CONSTRUCTION EASEMENT EXHIBIT

BAKHTIARI SHAHROKH
1522 COOLIDGE
WICHITA KS 67203-2935

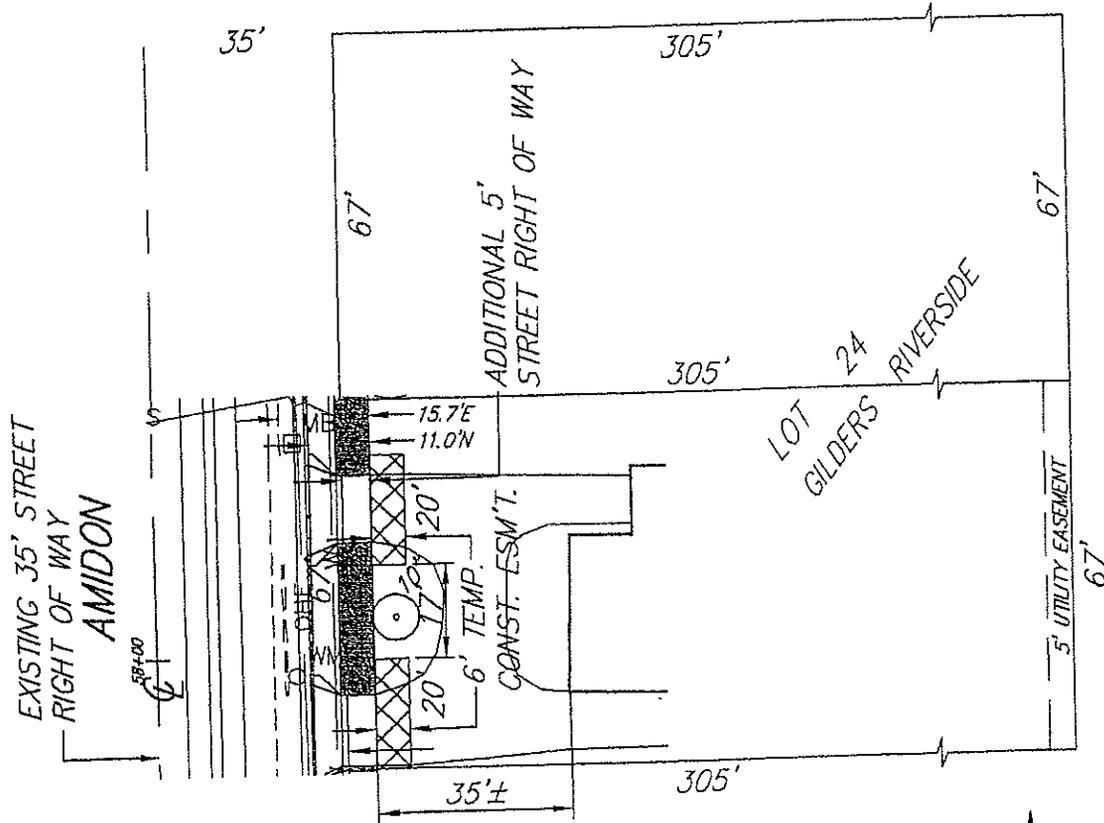
A 14120

Easement Area: 240 Sq. Ft.±
0.006 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED TEMPORARY CONSTRUCTION EASEMENT

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.

Engineering, Surveying, Land Planning

924 North Main
Wichita, Kansas 67203
www.rbkansas.com

(316) 264-8008
(316) 264-4621 fax
E-mail: info@rbkansas.com

3647T

A 14120 -- Temporary Construction Easement

The north 20.00 feet of the south 57.00 feet of the west 6.00 feet AND the south 20.00 feet of the west 6.00 feet of Lot 24, Gilders Riverside, Sedgwick County, Kansas.





A 14120

2746 N Amidon



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 Powered by GeoSmart



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

CITY OF WICHITA
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 1600 West 27th Street North for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project will require a partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed. The proposed partial acquisition of 1600 West 27th Street North consists of 1,633 square feet for road right-of-way. The right-of-way taking is a 10 foot-wide strip of land adjacent to Amidon. The improvements are not affected by the proposed project. The business sign is in the acquisition area and will need to be relocated.

Analysis: The proposed acquisition was valued at \$735 (\$.45 per square foot) for the right-of-way. This amount was offered to the owner. The owner rejected the offer wanting more value for the land on Amidon. The owner agreed to accept \$1,633 (\$1 per square foot) based on comparable values. Bids were obtained to relocate the sign at a cost of \$3,700.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$5,833 is requested. This includes \$1,633 for the acquisition, \$3,700 to relocate the sign and \$500 for title work, closing costs and other administrative fees.

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

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

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

PROJECT: Amidon Avenue DATE: June 25, 2013

COUNTY: Sedgwick TRACT NO.: 0014

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT Made and entered into this _____ day of _____, 2013, by and between

The Pleasant Valley United Methodist Church, Inc.

1600 W 27th Street N, Wichita, KS 67204
(Name and Address)

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

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

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Real property to be acquired as right of way:		
<u>1,633</u> (Sq. Ft.)	\$	<u>1,633.00</u>
Damages:		
<u>Including but not limited to moving of sign</u>	\$	<u>3,700.00</u>
Temporary Easement for construction:		
_____ (Sq. Ft.)	\$	<u>N/A</u>
Permanent Drainage Easement for construction:		
<u>N/A</u> (Sq. Ft.)	\$	<u>N/A</u>
Improvement & Buildings acquired with right of way:		
<u>N/A</u>		
TOTAL:		\$ <u>5,333.00</u>

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

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

LANDOWNERS: The Pleasant Valley United Methodist Church, Inc.

By: *Darlene Reeves*

By: *[Signature]*

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

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

The Pleasant Valley United Methodist Church, Inc.
If mortgage or other liens, show names of holders:
None found

REMARKS:

PIN/APN 00114073
Security Title File Number 2068376

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

[Signature]
Gerald Cain, Project Manager

RIGHT OF WAY EXHIBIT

PLEASANT VALLEY UNITED METH CHURCH INC
 1600 W 27TH ST N
 WICHITA KS 67204-5000

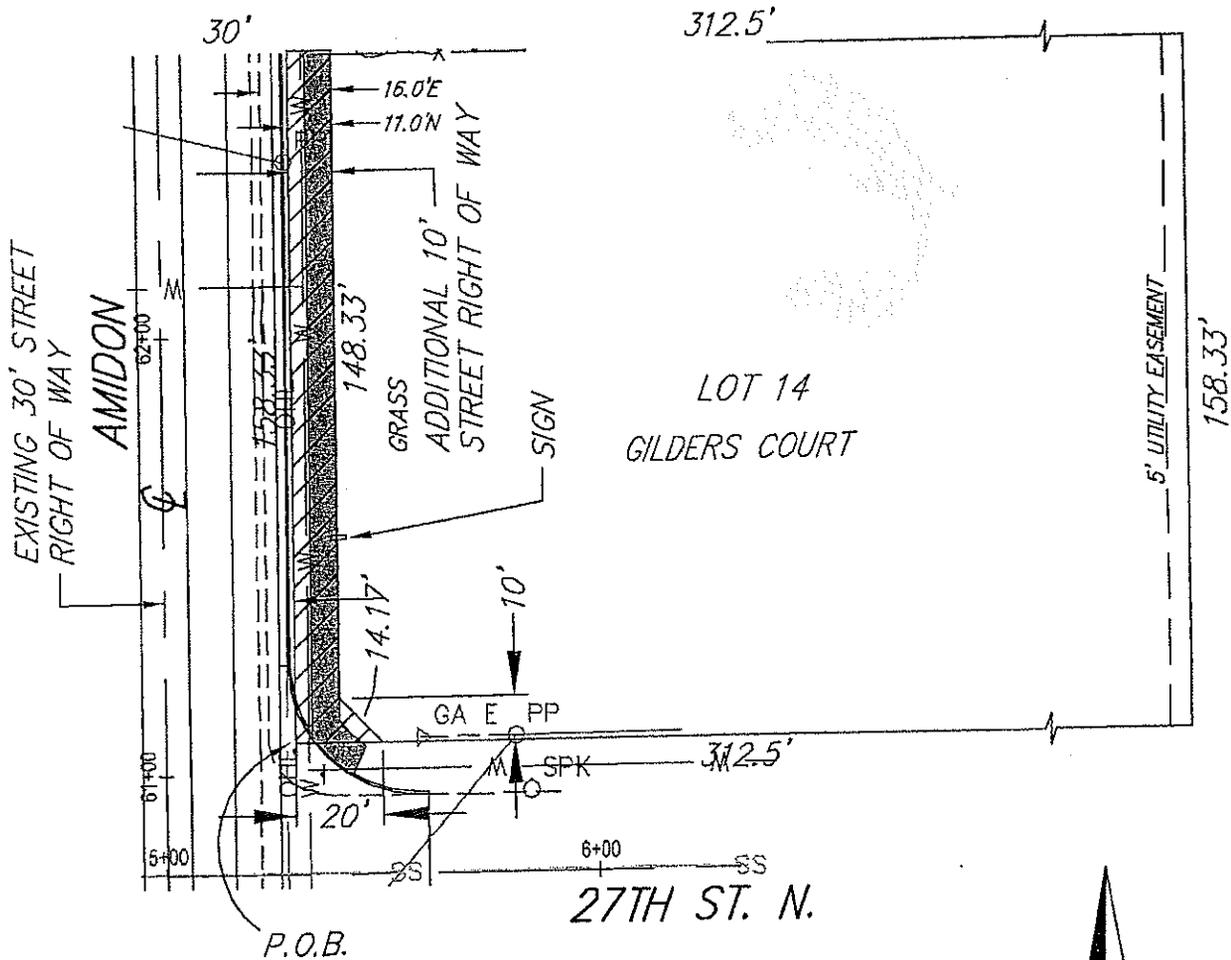
A 14032

Right Of Way Area: 1,633 Sq. Ft.±
 0.04 Acres±

-  = BRICK
-  = PROPOSED SIDEWALK
-  = PROPOSED STREET RIGHT OF WAY

(DISTANCE)E = EXISTING CURB TO NEW PROPERTY LINE

(DISTANCE)N = NEW CURB TO NEW PROPERTY LINE



Ruggles & Bohm, P.A.
 Engineering, Surveying, Land Planning
 924 North Main (316) 264-8008
 Wichita, Kansas 67203 (316) 264-4621 fax
 www.rbkansas.com E-mail: info@rbkansas.com

3647T



A 14032

1600 W 27th St N



Printed: 11/15/2012 9:45:22 AM
 Powered By GeoSmart



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

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council Members
SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
(District VI)
INITIATED BY: Metropolitan Area Building and Construction Department
AGENDA: Consent

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

Background: On August 5, 2013, the Board of Building Code Standards and Appeals conducted hearings on the property listed below. The buildings on this property are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Building Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on this property.

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

Property Address

a. 1547 North Burns

Council District

VI

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

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

Recommendations/Actions: It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on October 8, 2013 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letter to Council, summary, and resolution.

TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

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

(a) Description of Structure: A one and one-half story frame dwelling about 30 x 26 feet in size. Vacant for 9 months, this structure has cracking and shifting basement walls; rotted and missing hardboard and wood shingle siding; badly worn, composition roof, with missing shingles; badly deteriorated front porch; badly deteriorated wood carport; and the 12x18 foot accessory garage and 15x7 foot shed are deteriorated.

(b) Street Address: 1547 N BURNS

**(c) Owners:
CHRISTIAN LEE KETCHAM
7313 E 30TH CIR N
WICHITA KS 67226**

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record: None

**(g) Mortgage Holder(s):
MELLON MORTGAGE COMPANY
3100 TRAVIS ST
HOUSTON TX 77006**

(h) Interested Parties: None

DATE: August 6, 2013

CDM SUMMARY

COUNCIL DISTRICT # VI

ADDRESS: 1547 N BURNS

LEGAL DESCRIPTION: LOTS 9 AND 11, COX'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one and one-half story frame dwelling about 30 x 26 feet in size. Vacant for 9 months, this structure has cracking and shifting basement walls; rotted and missing hardboard and wood shingle siding; badly worn, composition roof, with missing shingles; badly deteriorated front porch; badly deteriorated wood carport; and the 12x18 foot accessory garage and 15x7 foot shed are deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

of Metropolitan Area Building and Construction Department
Enforcing Officer

Date

Director

_____ **PUBLISHED IN THE WICHITA EAGLE ON** _____
RESOLUTION NO. _____

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 9 AND 11, COX'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1547 N BURNS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **27th day of August, 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th of October, 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 9 AND 11, COX'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1547 N BURNS**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 30 x 26 feet in size. Vacant for 9 months, this structure has cracking and shifting basement walls; rotted and missing hardboard and wood shingle siding; badly worn, composition roof, with missing shingles; badly deteriorated front porch; badly deteriorated wood carport; and the 12x18 foot accessory garage and 15x7 foot shed are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **27th day of August, 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

**PUBLISHED IN THE WICHITA EAGLE ON AUGUST 30, 2013
RESOLUTION NO. 13-159**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 9 AND 11, COX'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1547 N BURNS** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **27th day of August, 2013**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **8th of October, 2013**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 9 AND 11, COX'S ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1547 N BURNS**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one and one-half story frame dwelling about 30 x 26 feet in size. Vacant for 9 months, this structure has cracking and shifting basement walls; rotted and missing hardboard and wood shingle siding; badly worn, composition roof, with missing shingles; badly deteriorated front porch; badly deteriorated wood carport; and the 12x18 foot accessory garage and 15x7 foot shed are deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **27th day of August, 2013**.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

CITY OF WICHITA
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Acquisition by Eminent Domain of Tracts Required for the Amidon, 21st Street North to 29th Street North Improvement Project (District VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Adopt and place on first reading the ordinance providing for the acquisition by eminent domain of certain real properties.

Background: On March 20, 2012, the City Council approved the design concept to improve Amidon Street between 21st Street North and 29th Street North. The project requires the partial acquisition of 30 properties together with the full taking of two additional properties. The tracts within the project corridor consist of commercial and residential. The proposed road improvement project includes widening Amidon to provide a continuous center turn lane, and the intersections at 21st Street, 25th Street and 29th Street will be reconstructed.

Analysis: The project impacts 32 parcels. To date, 21 tracts have been acquired or are under contract. Due to the timing of the project, it is necessary to initiate eminent domain at this time. Staff will continue to negotiate with the owners and continue to work to clear title issues. As agreements are reached or title is cleared, tracts will be deleted from the eminent domain action.

Financial Considerations: The cost of these acquisitions will be paid for with General Obligation Bonds.

Legal Considerations: The City is authorized by law to commence eminent domain proceedings to acquire these properties.

Recommendation/Action: It is recommended that the City Council place on first reading the ordinance providing for the acquisition by eminent domain of certain real property; and directing the City Attorney to file the appropriate proceedings in the District Court to accomplish such acquisitions.

Attachments: Tract list, condemnation resolution and condemnation ordinance.

Amidon Avenue - 21st Street North to 29th Street North
Acquisition Status

<u>Tract</u>	<u>Property Address</u>	<u>Owner</u>	<u>Take Size</u>	<u>Type</u>	<u>Acquired</u>
1	1981 W 21st St	John Gow et al	32 SF ROW	Gas Station	
2	2201 N Amidon	Elizabeth McLean	1751 SF ROW & 350 SF TE	Retail	
3	2535 N Amidon	Beth-Eden Baptist Church	1425 SF ROW	Church Parking Lot	
4	1601 W 25th St	City of Wichita	200 SF ROW	Lift Station Site	NA
5	2603 W 25th St	Jimmie & Esther Taylor	1098 SF ROW & 560 SF ROW	SF Residential	Pending
6	2600 N Amidon	Enviro Remediation Inc	300 SF ROW & 224 SF TE	Service Station (no pumps)	
7	2625 N Amidon	David & Donna Ray	338 SF ROW & 240 SF TE	SF Residential	Closed
8	2700 N Amidon	Jaswal LLC	650 SF ROW/240 SF TE	Gas Station	
9	2706 & 2712 N Amidon	P & J Properties LC	45 SF ROW from strip & 670 SF ROW & 320 SF	Retail	
10	2742 N Amidon	Dwight & Margie Dieffenbach	670 SF ROW & 950 SF TE	SF Residential	Closed
11	2746 N Amidon	Shahrokh Bakhtiari	335 SF ROW & 240 SF TE	265-0224 SF Residential	
12	2750 N Amidon	Alberta Simon	335 SF ROW & 80 SF TE	SF Residential	Closed
13	1721 W 27th St	Juan Rodriguez/Fannie May	670 SF ROW & 940 SF TE	SF Residential	
14	1600 W 27th St	Pleasant Valley United Methodis	1633 SF ROW	Church land	Pending
15	2812 & 2816 N Amidon	Johnson Trust	1583 SF ROW & 150 SF Tes	SF Residentials	Closed
16	2815 N Amidon	Hiep Nguyen	500 SF ROW & 480 SF TE	SF Residential	Closed
17	2856 N Amidon	Luke Campbell	700 SF ROW & 100 SF TE	SF Residential	Closed
18	2825 N Amidon	Vernon & Peggy Koerner	500 SF ROW & 330 SF TE	SF Residential	
19	2860 N Amidon	Angel Banuelos	700 SF ROW & 100 SF TE	SF Residential	Closed
20	2835 N Amidon	Jack Powell	500 SF ROW & 700 SF TE	SF Residential	Closed
21	2902 N Amidon	Mitchell Smith	717 SF ROW & 100 SF TE	SF Residential	
22	2905 N Amidon	Petra Dominguez	500 SF ROW & 235 SF TE	SF Residential	Pending
23	2904 N Amidon	Eugene Gilden	1050 SF ROW & 100 SF TE	SF Residential	Closed
24	2915 N Amidon	James Thurman	500 SF ROW & 200 SF TE	SF Residential	Closed
25	2920 N Amidon	Jorge & Mary Linares	750 SF ROW & 100 SF TE	SF Residential	Closed
26	2924 N Amidon	Idelfonso Anaya	833 SF ROW & 150 SF TE	SF Residential	Closed
27	2925 N Amidon	Taunya Looney	500 SF ROW & 160 SF TE	831-0095 SF Residential	Closed
28	2928 N Amidon	Roger Moen Trust	1123 SF ROW & 1123 SF TE	260-4453 SF Residential	Closed
29	2932 N Amidon	Dale Peterson	460 SF ROW	SF Residential	Closed
30	1732 W 29th St	Doug & Mary Dust Trust	Full Take	209-7698 SF Residential	Closed
31	3010 N Amidon	Lucy Miller/Phillip Miller	Full Take	SF Residential	
32	2166 N Amidon	Charles & Connie Woodard Trus	384 SF SE and 960 sf TCE	Retail	Pending

PUBLISHED IN THE WICHITA EAGLE ON SEPTEMBER 13,
2013

ORDINANCE NO. 49-566

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 AMIDON AVENUE FROM 21ST STREET NORTH TO 29TH STREET NORTH 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 AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for the development of infrastructure associated with the improvement of Amidon Avenue from 21st Street North to 29th Street North in the City of Wichita, Sedgwick County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the description of the lands and title therein necessary for the purpose of such action is as follows:

Clear and complete title for the uses and purposes herein set forth in and to the following-described tracts, to-wit:

That part of Government Lot 2, Section 7, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, described as beginning at a point 50.00 feet south and 70.00 feet east of the northwest corner of said Government Lot 2; thence east parallel with the north line of said Government Lot 2, 8.00 feet; thence southwesterly, 11.14 feet to a point 58.00 feet south and 70.00 east of said northwest corner; thence North parallel with the west line of said Government Lot 2, 8.00 feet to the place of beginning. (Tract 1) and

That part of the SW1/4 of Sec. 6, T27S, R1E of the 6th P.M., Sedgwick County, Kansas, described as beginning 40.00 feet west and 50.00 feet north of the southeast corner of said SW1/4; thence West, parallel with the south line of said SW1/4, 40.00 feet; thence northeasterly 41.64 feet to a point 30.00 feet north and 10.00 feet west of the place of beginning; thence North, parallel with the east line of said SW1/4, 100.07 feet to a point 130.00 feet north and 10.00 feet west of the place of beginning; thence East, parallel

with said south line, 10.00 feet; thence South, parallel with said east line, 130.00 feet to the place of beginning. (Tract 2) and

That part of Lots 12 and 13, Block 4, Riverlawn Heights, an Addition to Wichita, Sedgwick County, Kansas, described as beginning at the northeast corner of said Lot 12; thence South along the east lines of said Lots 12 and 13, 225.00 feet to the southeast corner of said Lot 13; thence West along the south line of said Lot 13 to a point 5.00 feet west of said east line; thence North, parallel with said east line, 195.00 feet to a point 30.00 feet south and 5.00 feet west of the place of beginning; thence northwesterly, 36.69 feet to a point on the north line of said Lot 12, said point being 25.00 feet west of the place of beginning; thence East along said north line, 25.00 feet to the place of beginning. (Tract 3) and

That part of Lot 32, Gilders Riverside, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 32; thence North along the west line of said Lot 32, 20.00 feet; thence southeasterly, 36.64 feet to a point on the south line of said Lot 32, said point being 30.00 feet east of the place of beginning; thence West along said south line, 30.00 feet to the place of beginning. (Tract 6) and

That part of Lot 27, Gilders Riverside, Sedgwick County, Kansas, described as beginning at the southwest corner of said Lot 27; thence North along the west line of said Lot 27, 125.00 feet to the north line of the south 125.00 feet of said Lot 27; thence East along said north line, 5.00 feet; thence South, parallel with said west line, 115.00 feet to a point 10.00 feet north and 5.00 feet east of the place of beginning, thence southeasterly 11.20 feet to a point on the south line of said Lot 27, said point being 10.00 feet east of the place of beginning; thence West along said south line, 10.00 feet to the place of beginning. (Tract 8) and

The west 5.00 feet of Lot 27, Gilders Riverside, Sedgwick County, Kansas, EXCEPT the south 125.00 feet thereof. (Tract 9) and

The west 5.00 feet of Lot 26, Gilders Riverside, Sedgwick County, Kansas. (Tract 9) and

The west 5.00 feet of Lot 24, Gilders Riverside, Sedgwick County, Kansas, EXCEPT the north 67 feet. (Tract 11) and

The west 5.00 feet of the W1/2 of Lot 23, Gilders Riverside, Sedgwick County, Kansas. (Tract 13) and

The east 5.00 feet of Lot 72, Van Acres, Sedgwick County, Kansas. (Tract 18) and

The west 10.00 feet of Lot 11, EXCEPT the north 105.00 feet, TOGETHER WITH the west 10.00 feet of Lot 12, EXCEPT the south 140.00 feet, Gilders Court, Sedgwick County, Kansas. (Tract 21) and

That part of Tract 8, Russell Tracts, Sedgwick County, Kansas, described as follows: Beginning at a point 30.00 feet east and 175.683 feet north of the Southwest corner of said Tract 8; thence East, parallel with the south line of said Tract 8, a distance of 132.188 feet; thence North, parallel with the west line of said Tract 8, a distance of 73.217 feet; thence West, parallel with said south line, a distance of 132.188 feet to a

point 30.00 feet East of said West line; thence South, parallel with said west line, 73.217 feet to the point of beginning. (Tract 31)

Temporary construction easements for driveway, drainage and road construction in and to the following-described tracts, to-wit:

The north 50.00 feet of the south 180.00 feet of the west 7.00 feet of the east 57.00 feet of the SW1/4 of Sec. 6, T27S, R1E of the 6th P.M., Sedgwick County, Kansas. (Tract 2) and

The south 32.00 feet of the north 35.00 feet of the west 7.00 feet of Lot 32, Gilders Riverside, Sedgwick County, Kansas. (Tract 6) and

The south 30.00 feet of the north 35.00 feet of the south 125.00 feet of the east 8.00 feet of the west 13.00 feet of Lot 27, Gilders Riverside, Sedgwick County, Kansas. (Tract 8) and

The north 40.00 feet of the south 56.00 feet of the east 8.00 feet of the west 13.00 feet of Lot 26, Gilders Riverside, Sedgwick County, Kansas. (Tract 9) and

The north 20.00 feet of the south 57.00 feet of the west 6.00 feet AND the south 20.00 feet of the west 6.00 feet of Lot 24, Gilders Riverside, Sedgwick County, Kansas. (Tract 11) and

The south 94.00 feet of the east 10.00 feet of the west 15.00 feet of the W1/2 of Lot 23, Gilders Riverside, Sedgwick County, Kansas. (Tract 13) and

The north 33.00 feet of the west 10.00 feet of the east 15.00 feet of Lot 72, Van Acres, Sedgwick County, Kansas. (Tract 18) and

The south 20.00 feet of the north 125.00 feet of the east 5.00 feet of the west 15.00 feet of Lot 11, Gilders Court, Sedgwick County, Kansas. (Tract 21) and

SECTION 3. That the City Attorney is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Sedgwick County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained shall be paid from General Obligation Bonds to be issued for the costs of such improvements; PROVIDED, however, should the City of Wichita acquire said property (and said City hereby reserves its right to abandon the condemnation as to any of all tracts) that General Funds are available for said purpose as provided by law.

SECTION 5. That the costs of said acquisition shall be charged to the City of Wichita.

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 10th day of, September 2013.

CITY OF WICHITA

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

PUBLISHED IN THE WICHITA EAGLE ON AUGUST 30, 2013
RESOLUTION NO.13-160

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH THE PLANNED IMPROVEMENT OF AMIDON AVENUE BETWEEN 21ST STREET NORTH AND 29TH STREET NORTH IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements for public right-of-way of Amidon Avenue from 21st Street North to 29th Street North in the City of Wichita; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

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

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with improvement of Amidon Avenue from 21st Street North to 29th Street North.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

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

PASSED by the governing body of the City of Wichita, Kansas, this 27th day of August 2013.

CITY OF WICHITA:

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council
SUBJECT: 2012-2013 Railroad Crossing Improvement Program (Districts III, IV, and VI)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the project and place the ordinance on first reading.

Background: The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding for an ongoing partnership between the City and local railroad companies to improve railroad crossings throughout the City. Through this program, the City contributes toward the purchase of new crossing material and street replacement, and the railroad pays for other required materials and all labor expenses.

Analysis: The proposed locations are:

Kansas and Oklahoma Railroad (K&O):
Lincoln, east of Santa Fe

Wichita Terminal Association (WTA):
21st, west of Mosley

Possible additional locations are:

Kansas and Oklahoma Railroad (K&O):
Southwest Blvd, north of May

Union Pacific Railroad (UP):
Mead Corridor, between Lincoln and Pawnee

Other locations that require attention in order to maintain safe driving conditions may also be repaired, depending on available funding.

Replacing the crossing material at these locations will enhance crossing safety and ride quality. Construction is expected to start in fall 2013. Requests for temporary street closures will be submitted to the City Council as necessary.

Financial Considerations: The current CIP includes \$150,000 in both 2012 and 2013, making the City's total contribution \$300,000. The funding source is General Obligation bonds.

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

Recommendation/Actions: It is recommended that the City Council approve the project, place the ordinance on first reading, and authorize the necessary signatures.

Attachments: Map, budget sheet, and ordinance.

ORDINANCE NO. 49-567

AN ORDINANCE DECLARING SOUTHWEST BLVD, MAPLE, CENTRAL, LINCOLN, SANTA FE, ST. FRANCIS, EMPORIA, TOPEKA, BROADWAY, MARKET AND MAIN STREETS AT THE KANSAS AND OKLAHOMA RAILROAD TRACKS; 16TH STREET NORTH, 17TH STREET NORTH, AND 21ST STREET NORTH, AT THE BURLINGTON NORTHERN SANTA FE RAILROAD TRACKS; 21ST STREET NORTH, AT THE WICHITA TERMINAL ASSOCIATION RAILROAD TRACKS; AND 18TH STREET NORTH, 19TH STREET NORTH, 37TH STREET NORTH, LINCOLN, BAYLEY, ZIMMERLY, BOSTON, HARRY, OSIE, FUNSTON, SKINNER, MT. VERNON, CLARK, AND KINKAID STREETS, AT THE UNION PACIFIC RAILROAD TRACKS (RAILROAD CROSSING IMPROVEMENT PROGRAM) (472-85115), TO BE A MAIN TRAFFICWAYS WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAYS; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 12-685 provides that the governing body of any city shall have the power to designate and establish by ordinance any existing or proposed street, boulevard, avenue, or part thereof to be a main trafficway, the main function of which is the movement of through traffic between areas of concentrated activity within the city, and

WHEREAS, K.S.A. 12-687 provides that the governing body of any city shall have the power to improve or reimprove or cause to be improved or reimproved, any main trafficway or trafficway connection designated and established under the provisions of K.S.A. 12-685 et seq., and

WHEREAS, K.S.A. 12-689 provides that all costs of improvements or reimprovements authorized under the provisions of K.S.A. 12-687, including acquisition of right-of-way, engineering costs, and all other costs properly attributable to such projects, shall be paid by the city at large from the general improvement fund, general revenue fund, internal improvement fund, or any other fund or funds available for such purpose or by the issuance of general improvement bonds.

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

SECTION 1. That Southwest Blvd, Maple, Central, Lincoln, Santa Fe, St. Francis, Emporia, Topeka, Broadway, Market and Main Streets, at the Kansas and Oklahoma Railroad Tracks; 16th Street North, 17th Street North, and 21st Street North, at the Burlington Northern Santa Fe Railroad Tracks; 21st Street North, at the Wichita Terminal Association Railroad Tracks; and 18th Street North, 19th Street North, 37th Street North, Lincoln, Bayley, Zimmerly, Boston, Harry, Osie, Funston, Skinner, Mt. Vernon, Clark, and Kinkaid Streets, at the Union Pacific Railroad Tracks. (Railroad Crossing Improvement Program) (472-85115), in the City of Wichita, Kansas are hereby designated and established as main trafficways, the primary function of which is the movement of through traffic between areas of concentrated activity within the City, said designation made under the authority of K.S.A. 12-685.

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to Southwest Blvd, Maple, Central, Lincoln, Santa Fe, St. Francis, Emporia, Topeka, Broadway, Market and Main Streets, at the Kansas and Oklahoma Railroad Tracks; 16th Street North, 17th Street North, and 21st Street North, at the Burlington Northern Santa Fe Railroad Tracks; 21st Street North, at the Wichita Terminal Association Railroad Tracks; and 18th Street North, 19th Street North, 37th Street North, Lincoln, Bayley, Zimmerly, Boston, Harry, Osie, Funston, Skinner, Mt. Vernon, Clark, and Kinkaid Streets, at the Union Pacific Railroad Tracks. (Railroad Crossing Improvement Program) (472-85115), as main trafficways in the following particulars:

The construction of railroad crossings as necessary for major traffic facilities.

SECTION 3. The cost of the above described improvements is estimated to be **Three Hundred Thousand Dollars (\$300,000)** exclusive of the cost of interest on borrowed money.

Said City cost, when ascertained, shall be borne by the city of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.

SECTION 4. The above described main trafficway improvements shall be made in accordance with the Plans and Specifications prepared under the direction of the City Engineer of the City of Wichita and approved by the governing body of the City of Wichita, Kansas. Said plans and specifications are to be placed on file in the office of the City Engineer.

SECTION 5. Be it further ordained that the improvements described herein are hereby authorized under the provisions of K.S.A. 12-685 et seq.

SECTION 6. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 10th day of September, 2013.

CARL BREWER, MAYOR

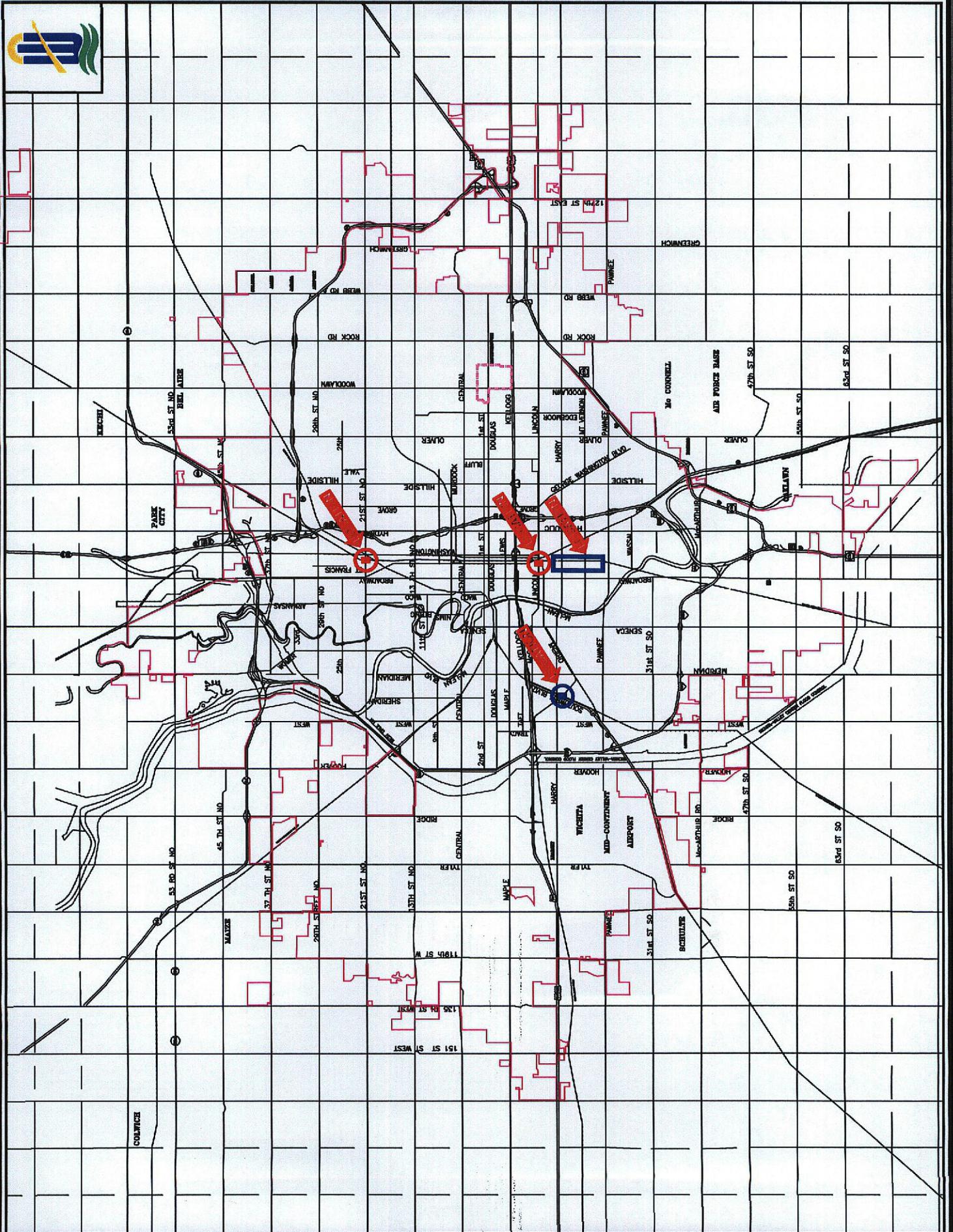
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW



Project Request

CIP Non-CIP CIP YEAR: 2012-2013 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 49-

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving ENGINEERING REFERENCE #: 472-85115

COUNCIL DISTRICT: 3, 4, and 6 DATE COUNCIL APPROVED: Aug 27, 2013 REQUEST DATE: _____

PROJECT #: 211515 PROJECT TITLE: Railroad Crossing Improvement Program 2012-2013

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Railroad Crossing Improvement Program 2012-2013

OCA #: 707050 OCA TITLE: Railroad Crossing Improvement Program 2012-2013

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Mike Armour PHONE #: 268-4598

NEW BUDGET REVISED BUDGET

REVENUE

EXPENSE

Object Level 3	Budget	Object Level 3	Budget
<u>9720 G.O. Bonds</u>	<u>\$300,000.00</u>	<u>2999 Contractuals</u>	<u>\$300,000.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>
_____	<u>\$0.00</u>	_____	<u>\$0.00</u>

REVENUE TOTAL: \$300,000.00

EXPENSE TOTAL: \$300,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: _____ *[Signature]*

DATE: 08/07/13

DEPARTMENT HEAD: _____ *[Signature]*

DATE: 8/7/13

BUDGET OFFICER: _____

DATE: _____

CITY MANAGER: _____

DATE: _____

City of Wichita
City Council Meeting
 August 27, 2013

TO: Mayor and City Council

SUBJECT: E-Citation Program

INITIATED BY: Wichita Police Department, Information Technology and Municipal Court

AGENDA: Consent Agenda

Recommendation: Authorize the necessary signatures to pay InterAct Inc. (Vendor for the E*Justice system) to provide an interface with E*Justice records management system for e-Citations data.

Background: This project was approved by the City Council on May 1, 2012. The Wichita Police Department and Wichita Municipal Court are working toward the implementation of automated citations. A City-wide Environmental Scan conducted by Wichita State University identified e-Citations as a cost-saving, innovative technology. The e-Citation Program would enhance the Department’s Comprehensive Traffic Safety Plan. The plan contains four significant elements; Education, Environment, Technology and Equipment. Electronic citations reduce the time officers spend on traffic stops, increase the safety of the officer and the motorists and create efficiencies that would make officers available for additional calls.

Electronic citations also improve efficiency in Municipal Court by eliminating data entry errors. The e-Citation program will enable the Wichita Municipal Court to adjudicate traffic violations and provide customer service to citizens in a more efficient manner.

Analysis: Changes to the existing interface are necessary to integrate e-Citations data into the E*Justice public safety system and automate processes. This interface was planned, however, the software provider for the E*Justice system, InterAct, Inc., was not referenced as the vendor for the interface in the original documents provided to the Council in May 2012. *This was an oversight by the committee when developing the original RFP.* This is a required interface to provide an efficient end-to-end process and eliminate manual data entry.

Financial Considerations: This interface is budgeted at \$80,000 and was included in the \$504,300 project budget. The startup funding for the project will be split between the Police Department, Municipal Court and IT/IS. The three departments have collaborated and agreed on the following arrangement.

Police	2011 JAG Grant Funds	\$150,000
Municipal Court	Technology Project Fund	\$177,150
IT/IS	Software Replacement Fund	<u>\$177,150</u>
		\$504,300

A return on investment analysis indicates a payback in less than two years with breakeven occurring in 2013-14. Increased annual efficiencies provide significant return with the elimination of existing software maintenance and one court clerk position. Additionally, the City will realize benefit from eliminating the Municipal Court estimate of one percent of tickets that would otherwise be dismissed due to errors. The cumulative benefits begin in 2012-14 and increase substantially in each subsequent year.

Legal Considerations: In accordance with City Code Section 2.64.020(g) regarding High Technology Items, the purchasing manager is authorized to negotiate purchases of high technology items subject to ratification and approval by the governing body. The agreement with InterAct, Inc. has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize the necessary signatures to pay InterAct Inc. (Vendor for the E*Justice system) to provide an interface with E*Justice records management system for e-Citations data.

Attachments: InterAct Work Order Citation Interface Enhancement.pdf



Work Order for EJustice Enterprise

CLIENT	City of Wichita, KS
WORK ORDER	Brazos Citation Import Enhancement
WORK ORDER NUMBER	13WIT105
DATE	April 26, 2013

REQUEST BY CLIENT:

The City of Wichita, KS (Customer) desires to engage COLOSSUS, INCORPORATED d/b/a InterAct Public Safety Systems ("InterAct") to enhance the EJustice Enterprise System to import citations created in the Brazos Citation system.

STATEMENT OF WORK:

A detailed statement of work from the customer is quoted below, listing the customer's specific requests in the following areas:

1. List Building:

InterAct will provide the Customer with a quick way to identify the citations that have been imported into EJustice via the Citation XML import.

The list will exclude citations that already have a court case associated with it if the case status is not 'VD'.

Further the user will have the ability to manually add/delete citations from the list.

2. Case Generating:

Once the list is created the user will have the ability to generate the cases in mass. When the cases are being generated the following will occur:

1. The case type will be taken into account when generating a case number. For instance, traffic citations need to have a traffic case number, not a parking case number.
2. If an NTA was issued by the officer, the court date needs to be populated in the Court Appearances screen with the appearance code of 'ARR'.
3. If there are no NTAs, the due date will be populated in the Court Appearances screen. The appearance code will be based on the case type. Please see below.

Case Type	Appearance Code
DU	FTP
TR	FTP
HC	HLT
PK	LAT

3. Assessments



Making Connections for Life.

The rules on the assessments are different for each case type. We will not assess anything for DUI cases or any case that has been issued an NTA no matter the case type. Traffic cases will need to have the TMS fee distribution pattern applied. Parking needs to have PKS and handicap parking needs HCS fee distribution pattern. Also, there needs to be a way to assess these fees in mass rather than case by case.

4. Official Address

When a new address is created during the citation import the Official box is not being populated. For all new addresses that are added via this process the field will be set to 'Y' and all other address must have equal 'N'.

If the address already exists the citation import process will set the officer box to 'Y' and all other addresses will be set to 'N'.

5. Citations With Multiple Violations

Citations that have multiple violations currently create multiple citations when imported from XML (a suffix of 01, 02, 03 will be added to the citation number as a separate one is created for each violation)*.

* Please note - there is no set limit on the number of violations that could be on a citation.

6. Duplicate Citation Handling

InterAct will modify the XML import for citations to reject and flag citations if that citation number already exists.

7. Parking

Parking citations that don't have a name attached should be handled by querying the license plate number plus the issuing state. If the license plate number and issuing state have a historical citation associated with them in EJustice, and there's a person associated with that citation, then that person should be associated with the new parking citation when it's imported.

Also, if a vehicle is found based off of the license plate number and issuing state AND the vehicle make matches, then this vehicle needs to be associated with the new citation. If the license plate and issue state matches but the vehicle make does not match, create a new vehicle with the tag info and associate it to the new citation.

8. Name Matching

Middle Names – InterAct will modify the citations name matching to include the middle initial when comparing names, not the full middle name.

Further the citation import will reject citations based on a missing middle name, if it would match otherwise.

Requesting name matching to work as indicated in the attached diagram at the end of this Work Order.

(Note: the above Statement of Work is taken from the EJustice XML File Import Requested Enhancements from Wichita modified 4/5/13)

ASSUMPTIONS:

City of Wichita
Brazos Citation Import Enhancement

2

Proprietary Data

Interact Public Safety Systems



- ❖ Access to Brazos Citation record XML formatting.
- ❖ Access to City of Wichita EJustice Enterprise database for testing
- ❖ InterAct will provide all software changes other than the Citation list building screen, case generation and assessments within ninety (90) days of the Work Order being signed.
- ❖ InterAct will provide the Citation list building screen, case generation and assessments within 180 days of the Work Order being signed.

PRICE/PAYMENT:

The price for this Work Order is \$80,000.

Payment terms are Net 30 days after receipt of invoice. Work will be invoiced in the following manner

- 50% of the cost will be invoiced upon acceptance of this Work Order.
- 50% of the cost will be invoiced upon delivery.

TERM:

This Price quotation is valid for 60 (sixty) days following the date of this Work Order. This Work Order is governed by the terms and conditions of the Agreement signed August 18, 2010, and assigned to InterAct, successor in interest of EJustice Solutions, LLC, on October 24, 2011 ("Agreement"). Should there be any conflict between this Work Order and this Work Order shall govern.

AGREED AND ACCEPTED:

	COLOSSUS, INCORPORATED	City of Wichita, KS
	d/b/a InterAct Public Safety Systems	
Signature	<u>Cindy Williams</u>	<u>Mike Mays</u>
Name	<u>CINDY WILLIAMS</u>	<u>Mike Mays</u>
Title	<u>General Counsel</u>	<u>CIO</u>
Date	<u>May 2, 2013</u>	<u>5/1/13</u>

City of Wichita
City Council Meeting
August 27, 2012

TO: Mayor and City Council Members
SUBJECT: Release and Settlement Relating to Pumps and Motors
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Approve the proposed Release and Settlement Agreement with Dondlinger & Sons Construction Co., and authorize necessary signatures.

Background: This matter arose from the failure of submersible motors and pumps in the ASR G-1 Construction. This failure resulted in the need to replace all of those pump and motor units and to acquire additional replacement motors and pumps.

Analysis: Dondlinger & Sons Construction Co. has agreed to replace the 30 original motors and pumps at its own cost and to furnish 15 additional units for use as subsequent replacements, in exchange for a release of further claims relating to the pumps and motors, cooperation by City crews in the installation of the replacements, possession of the old pumps and motors and the opportunity to use a City well site to develop test data on the original pumps and motors. The Release and Settlement Agreement will facilitate the return of the well field to full function and will resolve the issues between the City and Dondlinger & Sons relating to the existing pumps and motors.

Financial Considerations: The City will have only minor operating costs incurred in assisting with the wiring splices for the new motors, which will be paid from funds available in the existing operations budget of the utility. All the other costs of installing the current replacement units and obtaining the 15 additional units for the City to use as subsequent replacements will be borne by the contractor.

Legal Considerations: The Law Department has approved the Release and Settlement Agreement as to form.

Recommendations/Actions: It is recommended that the City Council approve the proposed Release and Settlement Agreement and authorize necessary signatures.

Attachment: Release and Settlement Agreement

RELEASE AND SETTLEMENT AGREEMENT

This Release and Settlement Agreement is entered into this ____ day of August, by and between the City of Wichita, Kansas, hereinafter referred to as the “City”; and Dondlinger & Sons Construction Co., Inc., a Kansas corporation, hereinafter referred to as “Dondlinger.”

WITNESSETH:

WHEREAS, Dondlinger and City entered into a contract effective as of August 24, 2010 (the “Contract”), under which 30 submersible Indar motors were installed as part of the Wichita Equus Beds Well Field ASR G1 Well Field Facilities construction package; and

WHEREAS, problems developed with the Indar motors, leading to a significant number of failures and or damage to installed motors, and the City invoked provisions of Article 13 of the Contract and requested Dondlinger to replace the Indar motors; and,

WHEREAS, Dondlinger has successfully replaced ten of the Indar motors and is prepared to replace the remaining twenty installed Indar motors and to provide the City with fifteen additional pumps and motors, conditioned upon the City’s agreement to certain terms, including a release of Dondlinger from any further claims relating to the Indar motors or any of the replacement pumps and motors; and,

WHEREAS, the City is amenable to the terms and conditions proposed by Dondlinger to resolve the issues between the parties with respect to the pumps and motors.

NOW, THEREFORE, the parties agree:

1. Dondlinger, in full and complete satisfaction of all claims of any kind or character associated in any manner with the aforestated pumps and motors, agrees to:
 - a. Grant the City title to the ten 3600 RPM pumps and motors already installed, and to install for the City and at Dondlinger’s expense twenty additional 3600 RPM pump and motor sets which have already been ordered, with cooperation

and assistance by the City to complete the power cable splicing for the 3600 RPM replacement units;

- b. Purchase and deliver to the City for the City's stock inventory eight Tesla 3600 RPM 75 HP motors and eight Hydroflo 3600 RPM 75 HP pumps, as well as seven Tesla 3600 RPM 100 HP motors and seven Hydroflo 3600 RPM 100 HP pumps;
- c. Assign to the City the manufacturers' warranties on the 3600 RPM pumps and motors; and,
- d. Release and discharge the City from any claims related to the Indar motors or the replacement 3600 RPM pumps and motors, presently known or unknown, whether said claims arise in contract or in tort

2. In consideration of the forgoing, the City agrees to release and discharge Dondlinger from any claims related to the Indar motors or the replacement 3600 RPM pumps and motors, presently known or unknown, whether said claims arise in contract or in tort, and further agrees:

- a. To cooperate with Dondlinger to remove the Indar units and complete the power cable splice associated with the installation of the 3600 RPM replacement pumps and motors;
- b. To grant Dondlinger title to and possession of the Indar motors, and associated pumps; and,
- c. To allow Dondlinger to install Indar motors for testing purposes at one or more mutually agreed to acceptable well sites for a reasonable period not to exceed one year, so long as the Indar pumps and motors so installed are continuing to function adequately for water supply purposes. The testing procedures must be coordinated and controlled so as not to interfere with normal well field operations including production and recharge activities.

3. This Release and Settlement Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective agents, heirs, personal representatives, successors and assigns.

4. The parties hereto further agree that this Release and Settlement Agreement herein contains the complete understanding and agreement by and between the parties hereto with respect to the matters covered, and that this Release and Settlement Agreement may be executed in counterparts by facsimile or e-mail, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

THE UNDERSIGNED HAVE READ THE FOREGONG RELEASE AND SETTLEMENT AGREEMENT AND HEREBY ACKNOWLEDGE, APPROVE, AND ENTER INTO SAME ON THE DATE INDICATED NEXT TO THEIR RESPECTIVE SIGNATURES BELOW AFTER EITHER CONSULTING WITH THEIR OWN RESPECTIVE COUNSEL OR HAVING THE OPPORTUNITY TO CONSULT WITH THEIR OWN RESPECTIVE COUNSEL.

THE CITY OF WICHITA, KANSAS

Date: _____

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved As To Form:

Gary E. Rebenstorf, City Attorney

DONDLINGER & SONS CONSTRUCTION

Date: _____

By: _____

_____ (Name)

_____ (Title)

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Payment for Settlement of Claim

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Authorize payment of \$60,000 plus \$2,800 in mediation costs as a full settlement for all claims arising out of an automobile/bus accident occurring on December 10, 2012.

Background: This claim arises from an accident involving a Wichita Transit bus occurring on December 10, 2010. Claimant, a passenger on a City bus, alleges that she sustained physical injuries requiring medical treatment when the bus stopped suddenly striking a vehicle which had stopped in front of the bus. She asserts claims for medical expenses and pain and suffering.

Analysis: The claimant has agreed to accept a lump sum payment of \$60,000 plus mediation costs of \$2,800 as full settlement of all her claims against the City of Wichita and its employee. Because of the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is to be obtained from the Transit budget. Finance is authorized to make any budget adjustments necessary for payment of the settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$60,000 to the Claimant and her appropriate medical lien holders, and \$2,800 directly to the mediator.

Recommendations/Actions: It is recommended that the City Council authorize payments totaling \$62,800 as full settlement of all possible claims arising out of the events which are the subject of this claim.

Attachments: None

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Resolution Setting a Public Hearing for Consideration of a Project Plan (Tax Increment Financing) for the West Bank Apartments Project (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendations: Adopt the resolution setting a public hearing on October 8, 2013 for consideration of a tax increment financing (TIF) project plan for the West Bank Apartments Project.

Background: On November 23, 2004, the City Council adopted an ordinance expanding the boundaries of the East Bank Redevelopment District to include the West Bank of the Arkansas River, to allow the use of TIF to pay a portion of the costs for redevelopment projects located within the expanded District. In order to use TIF, the City Council must adopt a TIF project plan, which provides detailed information on the proposed project and how TIF will be used, and demonstrates how the projected increase in property tax revenue will amortize the costs financed with TIF bonds.

On May 17, 2011, the City Council approved the Downtown Incentives Policy which established procedures and requirements for the use of public incentives for downtown development projects, including the use of a public-private committee appointed by the City Manager to evaluate such incentive requests. Utilizing this evaluation process, the City Council selected River Vista LLC as the preferred developer for the West Bank Apartments Project on August 6, 2013. The proposed project calls for the use of a variety of public incentives, including tax increment financing.

Analysis: A development group comprised of George Laham, David Burk, David Wells and Bill Warren has formed River Vista LLC (the “Developer”) for the purpose of developing and owning the West Bank Apartments Project, to be called “River Vista.” The estimated overall project cost is \$24,700,000. The Developer is seeking the use of tax increment financing in the amount not-to-exceed \$2,500,000 for the construction of site, infrastructure and parking improvements.

In accordance with state law, a TIF Project Plan has been prepared in consultation with the Wichita-Sedgwick County Metropolitan Area Planning Commission, which has made a finding that the project is consistent with the Comprehensive Plan for development of the area. In order to adopt a TIF Project Plan, the City Council must first set a public hearing no less than 30 and no more than 70 days from adoption of the resolution setting the hearing. The date of October 8, 2013, at the regular City Council meeting is proposed for the public hearing on the West Bank Apartments Project Plan.

If adopted by the City Council, the attached resolution setting the October 8, 2013 public hearing will be sent to the owners and occupants of all property located within the proposed West Bank Apartments Project Area, by certified mail. The resolution includes a map that shows the boundaries of the redevelopment district and project area, which is bordered by Douglas, McLean, Second, and the Arkansas River. The resolution will also be published in the *Wichita Eagle* and copies will be provided to the Board of County Commissioners and Board of Education and their appropriate staff.

After closing the public hearing on October 8, 2013 the City Council may adopt the TIF Project Plan by ordinance, by two-thirds majority vote. Once adopted, the City will be authorized to use tax increment financing to finance eligible project costs.

Financial Considerations: The TIF-funded improvements are proposed to be financed by City general obligation bonds which will be repaid from TIF revenue. All costs of reproducing, mailing and publishing the resolution will be paid from the City's Economic Development Fund and will be reimbursed from the Project Downtown application fee.

Legal Considerations: The adoption of a TIF project plan requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. The action needed to set the public hearing is adoption of the attached resolution. The resolution has been prepared by Bond Counsel and reviewed by the Department of Law and approved as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing on October 8, 2013, for consideration of the West Bank Apartments Project Plan and authorize the necessary signatures.

Attachment(s): Resolution Considering the Adoption of the West Bank Apartments Project Plan

RESOLUTION NO. 13-161

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS STATING THAT THE CITY IS CONSIDERING A REDEVELOPMENT PROJECT PLAN WITHIN THE BOUNDARIES OF THE EAST BANK REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 *ET SEQ.*

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act") and Ordinance No. 42-966, passed December 12, 1995, and published December 15, 1995, the City of Wichita (the "City") established a redevelopment district pursuant to the Act, known as the East Bank Redevelopment District (the "District"); and

WHEREAS, by Ordinance No. 45-339, passed June 25, 2002, and published June 29, 2002, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

WHEREAS, Ordinance No. 46-407, passed November 23, 2004, and published November 29, 2004, the City added certain property and increased the boundaries of the District pursuant to K.S.A. 12-1771(f) and made a substantial change to the District Plan for the District; and

WHEREAS, the District Plan for the District provided that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City pursuant to K.S.A. 12-1771; and

WHEREAS, pursuant to Ordinance No. 49-557, passed August 13, 2013, and published August 16, 2013, a non-substantial amendment to Ordinance No. 46-407 and the District Plan was made by attaching a map of the proposed project areas; and

WHEREAS, by Ordinance No. 45-983, passed January 3, 2004, and published February 6, 2004, the City adopted a redevelopment project plan for the WaterWalk Redevelopment Project Area within the District; and

WHEREAS, the City has prepared an additional redevelopment project plan for the West Bank Apartments Project Area (the "Project Plan"), is negotiating a redevelopment agreement with respect thereto and is considering adoption of the Project Plan; and

WHEREAS, on August 22, 2013, the Wichita Sedgwick County Metropolitan Area Planning Commission reviewed the proposed Project Plan and has adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, the City desires to call and conduct a public hearing under the provisions of the Act to consider approval of the Project Plan.

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

Section 1. Project Plan. The City of Wichita, Kansas (the "City") is considering the approval of the West Bank Apartments Project Area Redevelopment Plan (the "Project Plan") for the redevelopment of

the West Bank Apartments Project Area (the “Project Area”) within the East Bank Redevelopment District (the “District”). The proposed Project Plan includes the information required by the Act. The boundaries of the of the District and the proposed Project Area are set forth on *Exhibit A* attached hereto and are described as set forth in Exhibit “B” attached hereto, the provisions of which are incorporated herein by reference. Notice is hereby given pursuant to the Act that the Project Plan provides that the City may issue full faith and credit tax increment bonds to finance, in whole or in part, the costs to finance projects described in the proposed Project Plan.

Section 2. Plan Delivery; Public Records. The City Clerk is directed to deliver a copy of the Project Plan to the Board of County Commissioners of Sedgwick County, Kansas and to the Board of Education of Unified School District No. 259. A copy of the Project Plan and a map of the Project Area to be redeveloped are public records and will be on file and available for public inspection during regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas.

Section 3. Public Hearing; Approval. Notice is hereby given that the City Council of the City will conduct a public hearing to consider the approval of the Project Plan on October 8, 2013 at 9:00 a.m., or as soon thereafter as the matter can be heard, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas. At the public hearing, the City Council will receive public comment on Project Plan, and may, after the conclusion of such public hearing, consider the passage of an ordinance that makes findings necessary pursuant to the Act for approval of the Project Plan.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

(a) a copy of this Resolution shall be mailed by United States certified mail, return receipt requested, within 10 days of this date to: (i) the Board of County Commissioners of Sedgwick County, Kansas; (ii) the Board of Education of U.S.D. No. 259; and (iii) each owner and occupant of land within the proposed Project Area.

(b) a copy of this resolution, specifically including *Exhibits A and B* attached hereto, shall be published once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

Section 5. Further Authority. The Mayor, City Manager, City Clerk and the other officers and representatives of the City, including the City’s bond counsel, are hereby authorized and directed to take such other action as may be necessary, appropriate or desirable to accomplish the purposes of this resolution.

Section 6. Effective Date This Resolution shall be in full force and effect from and after its adoption by the City Council.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the City Council of the City of Wichita, Kansas, on August 27, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Exhibit B
Legal Description of the West Bank Apartments
Redevelopment Project Area

All property located in Wichita, Sedgwick County, Kansas within the boundaries beginning at the intersection of the centerline of Douglas Avenue and the west right of way line of McLean Boulevard; thence north to the north right of way line of Second Street North; thence east to the west bank of the Arkansas River; thence south to the centerline of Douglas Avenue; thence west to the point of beginning; and including all street rights of way within such described area

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Resolution Setting a Public Hearing for the Adoption of a Redevelopment Project Plan (Tax Increment Financing) for the Exchange Place Project (District VI)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendations: Adopt the resolution setting a public hearing for consideration of tax increment financing for the Exchange Place Project and adopt an ordinance amending the district plan for the Center City South Redevelopment District.

Background: On May 8, 2007, the City Council adopted an ordinance establishing a redevelopment district in the area between English Street, First Street North, Broadway Avenue and Main Street, for the purpose of allowing the use of tax increment financing (TIF) to pay a portion of the costs of constructing redevelopment projects in that area. On July 24, 2007, the City Council adopted the Exchange Place Project Plan. The TIF Project Plan has been amended several times without readopting the Project Plan, to reflect various changes. In December 2012, the most recent amendment was approved to include replacement of the original Developer by a new developer brought into the project in order to secure the HUD loan.

The Developer has recently received lending approval from HUD. However, increases in market interest rates since December have reduced the amount of funds the Developer can borrow and therefor created a funding gap. Staff has worked with the developer and his consultants and vendors to close the financing gap. Changes to the project and financing have made the existing project plan no longer financially and practically feasible and it is necessary to adopt a new project plan.

In order for the project to move forward, the City Council must adopt a redevelopment project plan, which provides detailed information on the proposed project and how TIF will be used, and demonstrates how the projected increase in property tax revenue will amortize the costs financed with TIF.

Analysis: The original Exchange Place Project Plan first approved by the City Council called for construction of a multi-level parking structure and conversion of a vacant high-rise building into a condominium complex consisting of 91 residential condo units, residential parking spaces and ground floor retail space. The current proposal is to construct 230 apartments in two vacant buildings and a new addition, and to build a 273-car automated parking structure.

The project as originally approved is no longer financially or practically feasible. The changes to the Project Plan that create a feasible project are enough to be considered a “substantial change” under the TIF statute. In order to approve a substantial change to a TIF Project Plan, the City Council must first set a public hearing no less than 30 and no more than 70 days from adoption of the resolution setting the hearing. The next available date for a public hearing is October 1, 2013.

If adopted by the City Council, the attached resolution setting the October 1, 2013 public hearing will be sent to the owners and occupants of all property located within the proposed Exchange Place Project Area, by certified mail. The resolution includes a map that shows the boundaries of the redevelopment district and project area. The resolution will also be published in the *Wichita Eagle* and copies will be provided to the Board of County Commissioners and Board of Education and appropriate staff.

After closing the public hearing on October 1, 2013, the City Council may adopt the TIF Project Plan by ordinance, by two-thirds majority vote. Once adopted on second reading, the City will be authorized to use tax increment financing to finance eligible project costs.

Financial Considerations: All costs of reproducing, mailing and publishing the resolution will be paid from the City's Economic Development Fund and will be reimbursed from the TIF proceeds.

Legal Considerations: The adoption of a TIF project plan requires a public hearing to be held by the City Council, following the giving of proper notice, prior to adopting an ordinance that approves the project plan. The action needed to set the public hearing is by adoption of the attached resolution. The resolution has been prepared by Bond Counsel and reviewed by the Law Department and approved as to form.

Recommendation/Action: It is recommended that the City Council adopt the resolution setting a public hearing on October 1, 2013, for consideration of adoption of the Exchange Place Project Plan, place on first reading the Ordinance amending the Center City South district plan and authorize the necessary signatures.

Attachment(s): Resolution Considering the Adoption of the Exchange Place Project Plan
Ordinance Amending the Center City South District Plan

RESOLUTION NO. 13-162**A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS STATING THAT THE CITY IS CONSIDERING A REDEVELOPMENT PROJECT PLAN WITHIN THE BOUNDARIES OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT PURSUANT TO K.S.A. 12-1770 *ET SEQ.***

WHEREAS, pursuant to K.S.A. 12-1770 *et seq.*, as amended (the "Act") and Ordinance No. 47-475, passed May 8, 2007, and published May 11, 2007, the City of Wichita (the "City") established a redevelopment district pursuant to the Act, known as the Center City South Redevelopment District (the "District"); and

WHEREAS, by Ordinance No. 48-124, passed December 9, 2008, and published December 12, 2008, the City added certain property and increased the boundaries District pursuant to K.S.A. 12-1771(f) and made a substantial change to the District Plan for the District; and

WHEREAS, the City has heretofore, in 2007, approved a redevelopment project plan for the Exchange Place Project Area within the District, which plan has been amended on two occasions; and

WHEREAS, the City due to economic conditions and the inability of the designated project developers to obtain financing, the redevelopment project plan has not been commenced, thus not completed and needs to be abandoned; and

WHEREAS, the City has prepared a new redevelopment project plan for the Exchange Place Project Area (the "Project Plan"), is negotiating a new redevelopment agreement with respect thereto and is considering adoption of the Project Plan; and

WHEREAS, on August 22, 2013, the Wichita Sedgwick County Metropolitan Area Planning Commission reviewed the proposed Project Plan and has adopted a resolution finding that the Project Plan is consistent with the comprehensive plan for the development of the City; and

WHEREAS, the City desires to call and conduct a public hearing under the provisions of the Act to consider approval of the Project Plan.

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

Section 1. Project Plan. The City of Wichita, Kansas (the "City") is considering the approval of the Exchange Place Project Redevelopment Plan (the "Project Plan") for the redevelopment of the Exchange Place Project Area (the "Project Area") within the Center City South Redevelopment District (the "District"). The proposed Project Plan includes the information required by the Act. The boundaries of the of the District and the proposed Project Area are set forth on *Exhibit A* attached hereto and are described as set forth in Exhibit "B" attached hereto, the provisions of which are incorporated herein by reference. Notice is hereby given pursuant to the Act that the Project Plan provides that the City may issue full faith and credit tax increment bonds to finance, in whole or in part, the costs to finance projects described in the proposed Project Plan.

Section 2. Plan Delivery; Public Records. The City Clerk is directed to deliver a copy of the Project Plan to the Board of County Commissioners of Sedgwick County, Kansas and to the Board of Education of Unified School District No. 259. A copy of the Project Plan and a map of the Project Area to be redeveloped are public records and will be on file and available for public inspection during regular office hours in the office of the City Clerk, City Hall, 13th Floor, 455 N. Main, Wichita, Kansas.

Section 3. Public Hearing; Approval. Notice is hereby given that the City Council of the City will conduct a public hearing to consider the approval of the Project Plan on October 1, 2013 at 9:00 a.m., or as soon thereafter as the matter can be heard, in the City Council Chambers, City Hall, 455 N. Main, Wichita, Kansas. At the public hearing, the City Council will receive public comment on Project Plan, and may, after the conclusion of such public hearing, consider the passage of an ordinance that makes findings necessary pursuant to the Act for approval of the Project Plan.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

(a) a copy of this Resolution shall be mailed by United States certified mail, return receipt requested, within 10 days of this date to: (i) the Board of County Commissioners of Sedgwick County, Kansas; (ii) the Board of Education of U.S.D. No. 259; and (iii) each owner and occupant of land within the proposed Project Area.

(b) a copy of this resolution, specifically including *Exhibit A* attached hereto, shall be published once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

Section 5. Further Authority. The Mayor, City Manager, City Clerk and the other officers and representatives of the City, including the City's bond counsel, are hereby authorized and directed to take such other action as may be necessary, appropriate or desirable to accomplish the purposes of this resolution.

Section 6. Effective Date This Resolution shall be in full force and effect from and after its adoption by the City Council.

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ADOPTED by the City Council of the City of Wichita, Kansas, on August 27, 2013.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

EXHIBIT "A"

Center City South Redevelopment District

City of Wichita, Kansas

EXHIBIT A

-  Exchange Place Project Area
-  Center City South Redevelopment District
-  Property Parcels inside Redevelopment District
-  Property Parcels outside Redevelopment District

Software: ArcGIS 9.3
 Hardware:
 Printer: Xerox 7200DN
 Map Data Source:
 Property Parcels
 provided by
 Sedgwick County GIS
 Road Centerlines
 provided by
 City of Wichita

Wednesday, August 19, 2009 4:36:01 PM
 X:\giswork\Project\NRA\CCRed_Dist8_09.mxd
 It is understood that while the City of
 Wichita, Center Geographical Information
 Systems Department have no indication and reason
 to believe that any inaccuracies or omissions
 incorporated in this map, the State Center GIS per

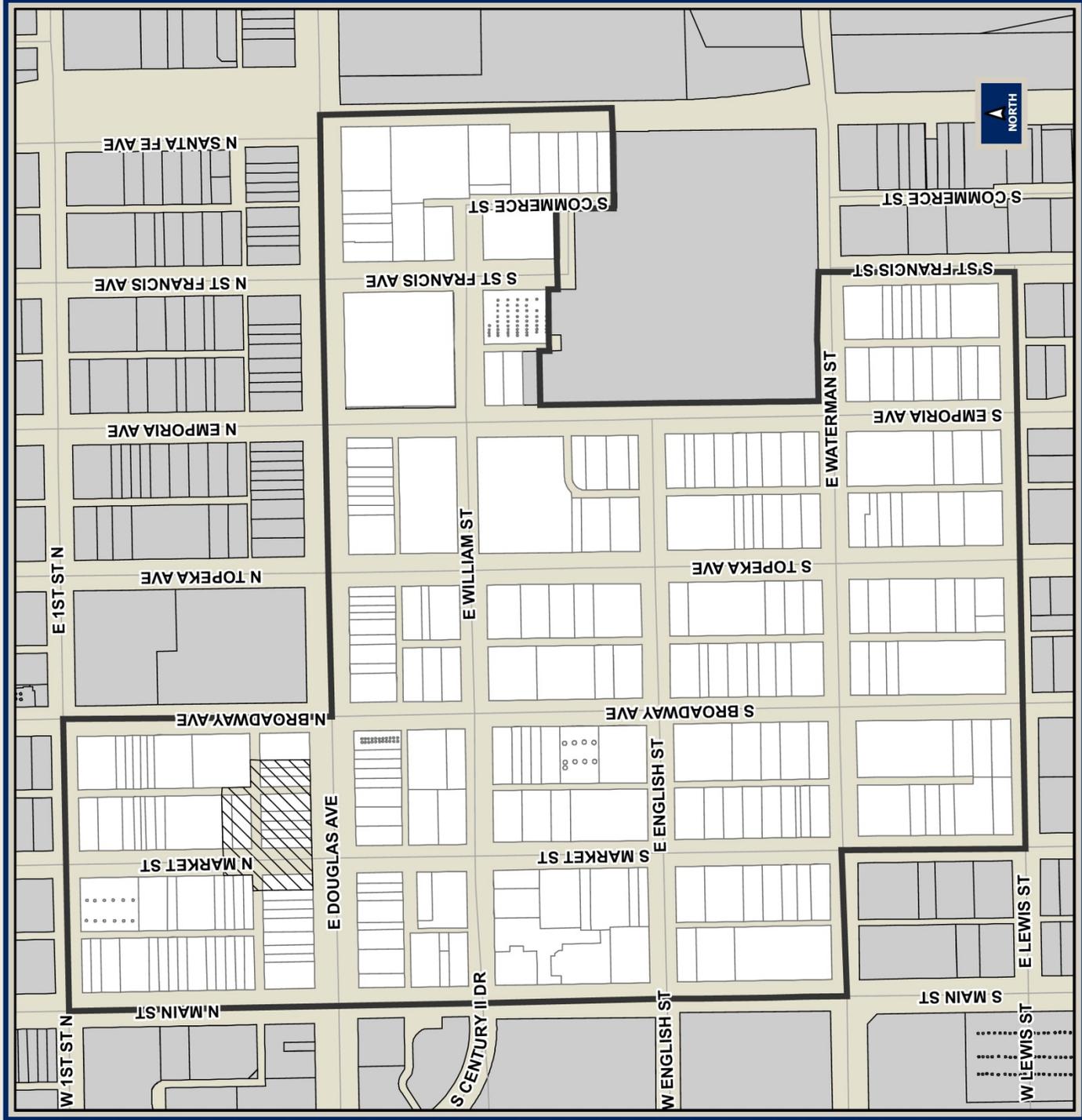


EXHIBIT B

Legal Description of the Exchange Place Project Area

Lots 14, 16, 18 and the south .20 ft of lot 20 on Market Street in Griffenstein's Original Town Addition, the east 20 ½ ft of lot 106 and all of lots 108, 110, 112, 114, 116, 118, 120, 122, 124 and 126 on Douglas Avenue in Griffenstein's Original Town Addition, Wichita, Sedgwick County, Kansas.

(Published in *The Wichita Eagle* on September 6, 2013)

ORDINANCE NO. 49-570

AN ORDINANCE AMENDING ORDINANCE NO. 48-124 OF THE CITY OF WICHITA, KANSAS RELATING TO A NON-SUBSTANTIAL CHANGE TO THE DISTRICT PLAN FOR THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT.

WHEREAS, by Ordinance No. 47-475, passed May 8, 2007, and published May 11, 2007, the City of Wichita (the “City”) established a redevelopment district pursuant to K.S.A. 12-1770 et seq., as amended, known as the Center City South Redevelopment District (the “District”), and

WHEREAS, by Ordinance No. 48-124, passed December 9, 2008, and published December 12, 2008, the City added certain property and increased the boundaries District pursuant to K.S.A. 12-1771(f) and made a substantial change to the District Plan for the District; and

WHEREAS, the District Plan for the District provided that redevelopment of the District would be in several project areas within the District as set forth in separate redevelopment plans to be approved by the governing body of the City pursuant to K.S.A. 12-1771; and

WHEREAS, a map generally describing the redevelopment project areas was omitted from the District Plan, which was *Exhibit C* to Ordinance No. 48-124; and

WHEREAS, *Exhibit C* to Ordinance No. 48-124 needs to be amended to include *Schedule 1* thereto which shall be a map generally describing the redevelopment project areas; and

WHEREAS, such insertion does not constitute an addition to the area of the District or a substantial change to the District Plan as to require public notice and hearing described in K.S.A. 12-1771(e).

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

Section 1. Amendment. *Exhibit C* to Ordinance No. 48-124 is hereby amended by the insertion of *Schedule 1* thereto in the form attached hereto and incorporated herein by reference.

Section 2. Ratification. The rest and remainder of Ordinance No. 48-124 is hereby ratified and confirmed.

Section 3. Effective Date. This Ordinance shall take effect and be in full force after its adoption by the City and publication once in the official newspaper of the City.

PASSED by the City Council of the City of Wichita, Kansas, on September 3, 2013.

Carl Brewer, Mayor

(Seal)

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. 49-[___] (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on September 3, 2013, that the record of the final vote on its passage is found on page ___ of journal ___; that it was published in the official newspaper of the City on September 6; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: September __, 2013.

Karen Sublett, City Clerk

EXHIBIT C

REVISED DISTRICT PLAN FOR THE REDEVELOPMENT OF THE CENTER CITY SOUTH REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING

August 27, 2013

SECTION 1: PURPOSE

A district plan is required for inclusion in the establishment or expansion of a redevelopment district under K.S.A. 12-1771(a). The district plan is a preliminary plan that identifies proposed redevelopment project areas within the district, and describes in a general manner the buildings and facilities to be constructed, reconstructed or improved.

SECTION 2: DESCRIPTION OF TAX INCREMENT FINANCING

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax revenue. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes are paid to the City to fund one or more redevelopment projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined by the increase in assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value, tax increment revenue is generated. Certain improvements within the district may be funded by the City and repaid over a specified period of time with this incremental revenue. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions just as they were prior to redevelopment.

SECTION 3: BUILDINGS AND FACILITIES

The proposed redevelopment district is within the city limits of Wichita, Kansas. The district is generally bounded on the east by the Central Rail Corridor, Emporia Avenue and St. Francis Street, on the south by Lewis and Waterman Streets, on the west by Market and Main Streets, and on the north by Douglas Avenue and 1st Street North. Property owned by Sedgwick County and used for the Intrust Bank Arena is excluded from the redevelopment district.

The area included in the proposed district qualifies as a conservation area under state law governing the use of tax increment financing. A majority of the buildings in the area are more than 50 years old, many of which were built before 1930. Except for the Douglas Avenue corridor, most of the proposed redevelopment district is less densely developed than the northern part of Downtown Wichita, with more low-rise office, retail and warehouse structures and open parking lots. Over the years, many of the higher-density buildings in the area have been removed, leading to a pattern of under-utilization of property. Many of the surviving older buildings are showing signs of delapidation and need of rehabilitation.

SECTION 4: REDEVELOPMENT

The proposed district is located in an important redevelopment area within the City of Wichita, surrounding the site of the new Sedgwick County Arena, which is located between Emporia Avenue and the railroad tracks, between William and Waterman Streets. The redevelopment of this area has been the

object of a major land-use and redevelopment planning project, called the Arena Neighborhood Redevelopment Plan. The Plan identifies and recommends a variety of land uses and infrastructure improvements to influence and guide the redevelopment of the area that is expected as a result of the construction of the arena. The establishment of the proposed redevelopment district will provide an appropriate source of funding to assist the City in providing infrastructure improvements and partnering with private developers in bringing new developments to the area.

The Arena Neighborhood Redevelopment Plan has conceptually divided the redevelopment district into four major redevelopment project areas, each with a distinct redevelopment goal. The *Douglas Avenue Corridor District* project area is located generally in the northern portion of the redevelopment district along Douglas Avenue and for which the redevelopment goal is to be a high intensity business corridor, primarily office and support commercial uses with upper level residential opportunities. The goal of the *English/William Street District* project area which is located generally in the center portion of the redevelopment district along English Street and William Street is to be a walkable urban mixed-use district of primarily commercial and office uses as well as public and residential uses. The *Broadway Neighborhood District* project area which is located generally in the southern portion of the redevelopment district and includes the area from Waterman to Kellogg and from Main to Emporia. Its goal is to redevelop as an urban residential environment with support commercial opportunities serving residents and Kellogg users. The *Commerce Street Arts District* project area which is located generally in the eastern portion of the redevelopment district and is to be a unique experiential arts area with live / work studio opportunities.

It is anticipated that there will be a number of individual redevelopment projects undertaken within the proposed redevelopment district, which will qualify for assistance from tax increment financing. Several are currently in various stages of preparation at this time. Projects will include mixed-use developments, residential, office, retail, entertainment, hotels and other uses. They will include demolition and new construction as well as rehabilitation of existing buildings.

SECTION 5: USE OF TAX INCREMENT FINANCING

Tax increment financing may generally be used for property acquisition, site preparation, utilities, drainage, street improvements, streetscape amenities, public outdoor spaces, landscaping and parking facilities in the redevelopment district; provided, however, that within the expansion area being added *by this Ordinance No. 48-124* to the original Center City South Redevelopment District, which was established on May 8, 2007, by Ordinance No. 47-475, it is the expressed intent of the City of Wichita to limit the use of tax increment financing within the expansion area of the Center City South Redevelopment District to finance the costs of constructing, reconstructing and improving the following street segments, intersections, streetscape improvements, landscaping, lighting and signage projects, including the costs of design, engineering, surveying and inspection:

Market Street, Lewis Street to Douglas Avenue
Topeka Avenue, Lewis Street to Douglas Avenue
Emporia Avenue, Lewis Street to Douglas Avenue
St. Francis Avenue, William Street to Douglas Avenue
St. Francis Avenue, Lewis Street to Waterman Street
William Street, Main Street to Commerce Street
English Street, Main Street to Emporia Avenue
Lewis Street, Market Street to St. Francis Avenue
Wayfinding Improvements including Streetscape Design Manual

In addition to limiting the use of tax increment financing to the above specified improvement projects, the

City will stipulate in the project plans for any redevelopment project located within the expansion area that an amount equal to seventy percent (70%) of the tax increment realized from taxpayers in the expansion area shall be allocated by the County Treasurer to the City to finance authorized project costs and the remainder shall be allocated and paid to taxing districts in the same manner as other ad valorem taxes. The limits described in this section shall not apply to redevelopment projects located in the original Center City South Redevelopment District.

SECTION 6: PROJECT PLANS

Per statute, the above-mentioned redevelopment projects will be presented to the Governing Body in segments through the adoption of separate Redevelopment Plans. Each Plan will identify specific project areas located within the established redevelopment district and will include detailed descriptions of the projects as well as a financial feasibility study that shows the economic benefits out-weigh the costs. Project Plans must be reviewed by the Metropolitan Planning Commission and submitted to a public hearing following proper notification of property owners and occupants, before they can be adopted by a two-thirds majority vote of the Governing Body. Only then can tax increment income be spent on redevelopment projects. *A map generally describing the various project areas is attached hereto as Schedule 1.*

Center City South Redevelopment District

City of Wichita, Kansas

- Center City South Redevelopment District
- Property Parcels inside Redevelopment District
- Property Parcels outside Redevelopment District

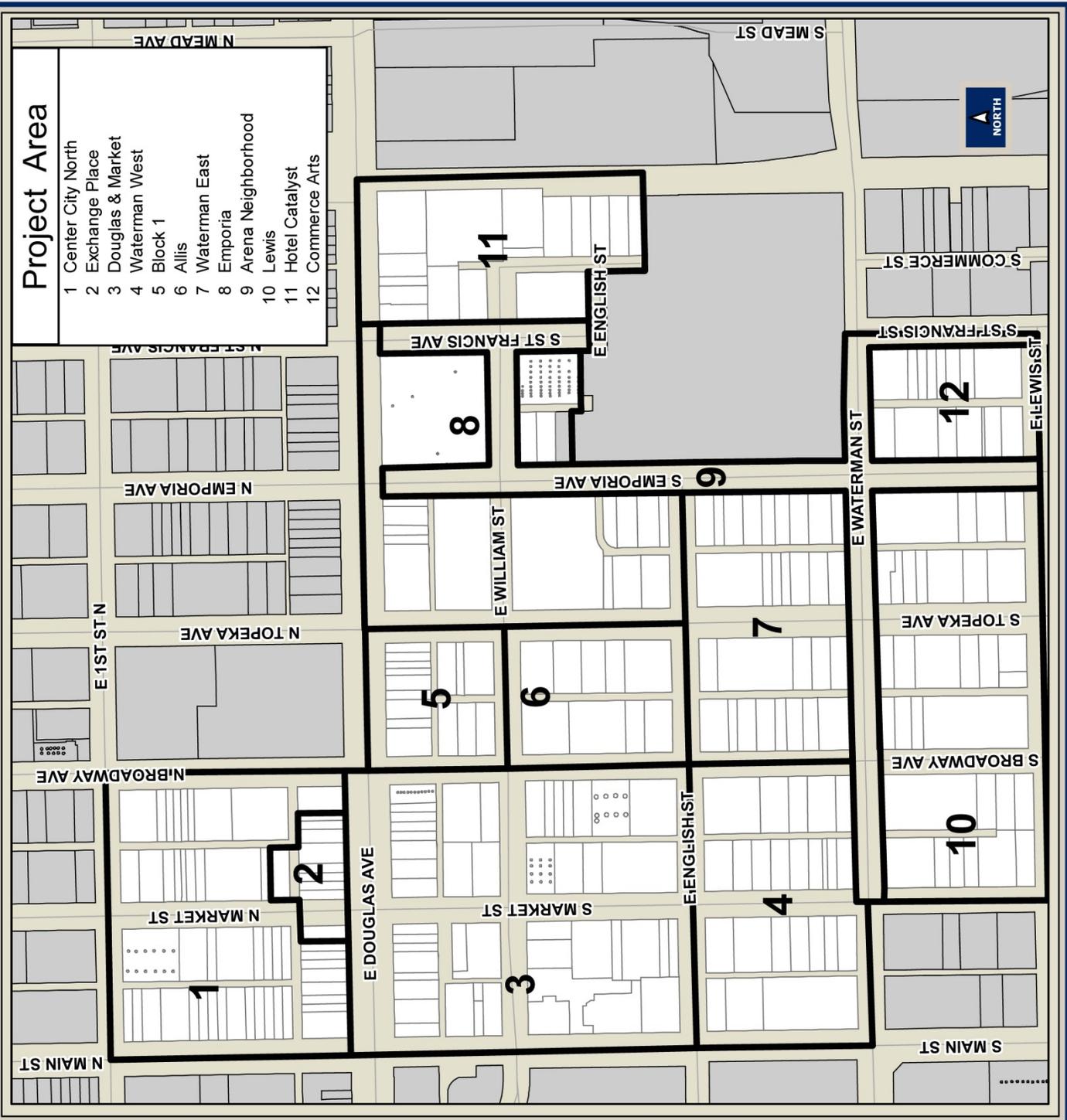
Software: ArcGIS 10.x
 Map Data Source: Property Parcels provided by Sedgwick County GIS, Road Centerlines provided by City of Wichita
 8/21/2013 9:05:35 AM
 X:\giswork\Projwork\EconDev\CCSouth\ProjectAreas.mxd

The City of Wichita makes no warranty or representation, either expressed or implied, with respect to the accuracy of the digital and printed data provided. This data is distributed on an "as is" basis. The City of Wichita is not responsible for any errors or omissions in the data, and the City of Wichita, its agents, employees or representatives, be liable for any direct, indirect, special, incidental or consequential damages resulting from the use of this data. This disclaimer of warranty is exclusive and in lieu of any other warranties, oral or written, expressed or implied. The City of Wichita is authorized to make any modification, extension or addition to this disclaimer.



Project Area

- 1 Center City North
- 2 Exchange Place
- 3 Douglas & Market
- 4 Waterman West
- 5 Block 1
- 6 Allis
- 7 Waterman East
- 8 Emporia
- 9 Arena Neighborhood
- 10 Lewis
- 11 Hotel Catalyst
- 12 Commerce Arts



City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: Contract for Providing Pre-Employment Physical Examinations and Substance Abuse Screens

INITIATED BY: Human Resources Department

AGENDA: Consent

Recommendation: Approve the Contract.

Background: The City of Wichita uses the services of a private contractor for pre-employment physical examinations and substance abuse screenings. The current contract with Via Christi Occupational and Immediate Care expires on August 31, 2013. Via Christi has provided services to the City for the past five years to the satisfaction of staff.

On June 13, 2013, a Request for Proposals was issued to 27 vendors. Via Christi Occupational and Immediate Care was the only proposal received by the City. The proposal has been reviewed and recommended for approval.

Analysis: The physical exams and substance abuse testing is conducted on all new hires as well as promotional and transfer appointments.

Financial Considerations: The costs in the new contract are the same as in the current contract with Via Christi, with the exception of the breath alcohol testing which has decreased from \$35 to \$25 per test. Based on previous years experience we anticipate an annual expenditure of approximately \$105,729.

Legal Considerations: The Law Department has reviewed and approved the contract as to form. The contract will be for one year with annual renewable options for four (4) years.

Recommendations/Actions: It is recommended that the City Council approve this contract and authorize the necessary signatures.

Attachment: Contract

CONTRACT

For

PRE-EMPLOYMENT PHYSICAL EXAMINATIONS AND SUBSTANCE ABUSE SCREENS

BLANKET PURCHASE ORDER - BP340081

THIS CONTRACT entered into this 20th day of August, 2013, by and between the **CITY OF WICHITA, KANSAS**, a municipal corporation, hereinafter called "**CITY**", and **VIA CHRISTI REHABILITATION CENTER, INC. dba VIA CHRISTI OCCUPATIONAL & IMMEDIATE CARE**, (Performance Vendor Code Number (809303-002) 501 North Maize Road, Wichita, KS 67212, Telephone Number (316) 721-5000 hereinafter called "**CONTRACTOR**".

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for **Pre-Placement Physical Examinations and Substance Abuse Screens** (Formal Proposal – FP3400035); and

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

NOW, THEREFORE, the parties hereto agree as follows:

1. **Scope of Services.** **CONTRACTOR** shall provide to the **CITY** all those commodities and/or services specified in its response to Formal Proposal Number – FP340035 due July 12, 2013, which is incorporated herein by this reference the same as if it were fully set forth. The proposal package, including all specifications, plans and addenda, provided by the City of Wichita as part of the proposal letting process for Formal Proposal – FP340035, shall be considered a part of this contract and is incorporated by reference herein.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** as per attached fee **Schedule - Exhibit B** for Pre-Employment Physical Examinations and Substance Abuse Screens (Formal Proposal – FP340035) for the Human Resources Department of the City of Wichita as per the proposal, specifications, addenda of July 12, 2013 and the **CONTRACTOR'S** proposal dated July 12, 2013 and as approved by the City Council on August 20, 2013.

3. **Term.** The term of this contract shall be for a one-year period from **September 1, 2013 through August 31, 2014** with an option to renew for an additional (4) four - (1) one year annual renewal options, under the same terms and conditions by mutual agreement of both parties. This contract is subject to cancellation by the **CITY**, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to **CONTRACTOR**.

4. **Indemnification and Insurance.**

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

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

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

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

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

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

3.	<u>Workers' Compensation</u>	<u>Statutory</u>
	Employers Liability	\$100,000 Each Accident \$500,000 Aggregate \$100,000 Occupational Disease

The Insurance Certificate must contain the following:

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

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

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

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

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

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

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

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

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

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

ATTEST:

CITY OF WICHITA, KANSAS

Janis Edwards
Deputy City Clerk

Carl Brewer
Mayor

APPROVED AS TO FORM:

**VIA CHRISTI REHABILITATION
CENTER, INC. dba VIA CHRISTI
OCCUPATIONAL & IMMEDIATE
CARE**

Gary E. Rebenstorf
Director of Law

(Signature)

(Print Name)

(Title)

EXHIBIT A

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, Contractor 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, Contractor 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 Contractor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The Contractor, 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 contractor, 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 Contractor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, 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 Contractor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
 3. The Contractor, 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 Contractor, 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 Contractor, 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 Contractor, 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, subcontractor 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, Contractors 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 Contractors, 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, Contractor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

EXHIBIT B

PROPOSED PRICING OF CURRENT SERVICES

DRUG TESTS

SAMSHA (NON-DOT) 7 PANEL UDS	30.00
SAMSHA (DOT) 5 PANEL UDS	45.00
(Includes \$35.00 UDS + \$10.00 MRO)	
INITIAL TEST + CONFIRMATION	No Extra Charge for Confirmation
CONFIRMATION TEST BY MRO	0.00
BREATH ALCOHOL	25.00
BLOOD ALCOHOL	25.00

PHYSICALS

CIVILIAN I

PHYSICAL WITH SUMMARY PAGE	40.00
WHISPER TEST	0.00
CHEM 12 W/CRA	9.00
CBC	8.00
U/A	4.00
OPTIONAL AUDIOGRAM (\$25.00)	0.00
MRO SERVICES	<u>0.00</u>

TOTAL \$61.00

CIVILIAN II

PHYSICAL WITH SUMMARY PAGE	40.00
WHISPER TEST	0.00
CHEM 12 W/CRA	9.00
CBC	8.00
U/A	4.00
LUMBOSACRAL 2 VIEW X-RAY	60.00
FCE	100.00
OPTIONAL AUDIOGRAM (\$25.00)	0.00
TREE TRIMMER - 70% BODY WEIGHT	
MRO SERVICES	<u>0.00</u>

TOTAL 221.00

POLICE

PHYSICAL WITH SUMMARY PAGE	40.00
SPIROMETRY (FVE, FEVI, & RATIO)	47.00
CHEM 12 W/CRA	9.00

CBC	8.00
U/A	4.00
LUMBOSACRAL 2 VIEW X-RAY	60.00
AUDIOGRAM	25.00
FCE	100.00
TREADMILL STRESS TEST	150.00
MRO SERVICES	<u>0.00</u>

TOTAL 442.00

FIREFIGHTER

PHYSICAL WITH SUMMARY PAGE	40.00
SPIROMETRY (FVE, FEVI & RATIO)	46.00
OSHA FORM	10.00
CHEM 12 W/CRA	9.00
CBC	8.00
U/A	4.00
CHEST 2 VIEW X-RAY	60.00
LUMBOSACRAL 2 VIEW X-RAY	60.00
AUDIOGRAM	25.00
FCE	100.00
TREADMILL STRESS TEST	150.00
MRO SERVICES	<u>0.00</u>

TOTAL 512.00

ASBESTOS

3 PART PHYSICAL WITH SUMM PAGE	40.00
OSHA FORM	10.00
SPIROMETRY (FVE, FEVI & RATIO)	46.00
CHEM 12 W/CRA & FE	9.00
CBC	8.00
CHEST 2 VIEW X-RAY	60.00
MRO SERVICES	<u>0.00</u>

TOTAL 173.00

**City of Wichita
City Council Meeting
August 27, 2013**

TO: Mayor and City Council

SUBJECT: Project Access Contract

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Project Access contract and authorize the necessary signatures.

Background: Project Access is a community-based and physician-led program to expand access to medical services for low-income, uninsured local residents. This is accomplished through public and private sector partnerships that coordinate donated medical services by linking physicians, social service and public agencies, hospitals, clinics, and area pharmacies, and by providing funds to purchase medications prescribed by participating doctors.

The City of Wichita has provided financial support for Project Access since 1999 through contracts with the Central Plains Regional Health Care Foundation, Inc. (CPRHCF). The funding source is the Community Services Block Grant (CSBG). Since Project Access is the only local program which provides this combination of services, the City has received authorization from the Kansas Housing Resource Corporation to contract with CPRHCF as a sole source vendor for these services.

From September 1999 through June 30, 2013, \$3.45 million in CSBG funds have been provided to the Project Access program. Program staff report that they have coordinated medical/dental care and services for 11,576 individuals as well as provided access to prescriptions and medical supplies, as summarized below:

- 323,871 prescriptions worth over \$8 million (includes purchased and donated items);
- donated physician and dental services worth over \$38.2 million; and
- donated hospital services worth over \$109.8 million.

Analysis: The City and CPRHCF entered into the current contract on September 1, 2010 with two one-year renewal options. Both renewal options have been exercised.

From September 1, 2010 through June 30, 2013, 3,160 individuals have received donated medical/dental care and services coordinated by Project Access staff who report:

- 49,193 prescriptions were purchased for over \$595,000 in CSBG and other Project Access program funds;
- pharmaceutical companies have donated over \$900,000 in prescription medicines in partnership with the Project Access program;
- coordination of donated physician and dental services worth over \$9 million; and
- coordination of donated hospital services worth over \$34 million.

The above data reflects the participation of 771 physicians, 39 dentists, eight hospitals and 85 pharmacies in the Project Access program.

The current contract will expire on August 31, 2013, and there are no additional renewal options. According to County Health Rankings and Roadmaps 2013 data analyzed by Project Access staff, there are over 85,000 persons who are uninsured in Sedgwick County. To help meet this need, the Kansas Housing Resources Corporation has approved the CSBG budget allocation to support Project Access and staff is recommending that City Council approve the contract. If approved, the contract period will be September 1, 2013 through August 31, 2014.

Financial Considerations: An allocation of \$225,000 was submitted with the City's 2013 Community Services Block Grant budget to the Kansas Housing Resources Corporation (KHRC) on February 12, 2013. KHRC approved the budget on March 13, 2013. No City general operating funds are obligated by this contract.

Legal Considerations: The Law Department has approved the contract document as to form. **Legal approval includes revisions in Section 11 (pages 7 and 8) and Section 29 (page 12). These changes are in bold font.**

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

Attachments: Contract document

COMMUNITY SERVICES BLOCK GRANT

CONTRACT

THIS CONTRACT entered into this 1st day of September 2013 by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Central Plains Regional Health Care Foundation, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, the CITY desires to enter into a contract with the DELEGATE AGENCY for the provision of certain services necessary to implement a Community Services Block Grant (CSBG) program in Wichita and Sedgwick County; and

WHEREAS, the cooperation of the CITY and the DELEGATE AGENCY is essential for successful implementation of the Project Access component;

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

SECTION 1. SCOPE OF SERVICES. The DELEGATE AGENCY, assuming responsibility for the implementation of actual operation of a certain project herein specified, shall perform services in a satisfactory and proper manner as determined by the CITY and as outlined per Exhibit B.

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by the DELEGATE AGENCY commencing September 1, 2013 and ending August 31, 2014. The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract.

SECTION 3. CONTRACT COMPLIANCE. The DELEGATE AGENCY agrees to perform contract services in accordance with the provisions of this contract, the Community Services Block Grant Program as defined in Title VI, Subtitle B of the Omnibus Budget Reconciliation Act and in revisions thereto (hereinafter referred to as the ACT), the Federal and State rules and regulations issued pursuant to the ACT, the Federal, State, and local laws and ordinances, the goals, objectives and requirements of the local Community Action Plan (hereinafter referred to as the PLAN) and all such general and special assurances included therein, and all correspondence and directives from the Kansas Housing Resources Corporation, the state level agency administering the CSBG Program and hereinafter referred to as KHRC, and the City's Wichita Sedgwick County Community Action Partnership (hereinafter referred to as WSCCAP) Manager.

SECTION 4. ESTABLISHMENT AND MAINTENANCE OF RECORDS. The DELEGATE AGENCY shall establish and maintain records as prescribed by the KHRC and/or the CITY, with respect to all matters covered by this contract. At a minimum, the DELEGATE AGENCY shall comply with the record retention and custodial requirements set forth in this Section.

A. Record Retention Policy.

The DELEGATE AGENCY shall retain all records pertinent to this contract, including but not limited to: financial, statistical, property, and participant records and supporting documents, for a period of three (3) years, subject to the qualifications set forth in Paragraph B.

B. Retention Periods.

1. The retention period will begin on the date of submission by the DELEGATE AGENCY of the annual or final expenditure report, whichever applies to the particular grant, except that the DELEGATE AGENCY shall retain records for nonexpendable property for a period of three (3) years after final disposition of the property.
2. The DELEGATE AGENCY must request in writing prior approval from the CITY for the destruction of any records relating to this contract.
3. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three year period, the records must be retained until completion of the action and resolution of issues which arise from it, or until the end of the regular three year period, whichever is later.

SECTION 5. ALLOWABLE COSTS. Funds generated under this contract may only be expended for purposes permitted under the provisions of the Federal and State Rules and Regulations pertaining to the ACT. Adjustments in the authorized expenditure budget included as Exhibit C may be requested by the DELEGATE AGENCY and will be considered and, if approved by the Manager of WSCCAP, transacted in accordance with this contract's SECTION 22. Modification of Contract procedures herein provided. All such requests should be approved in writing with appropriate signatures obtained prior to the DELEGATE AGENCY incurring any unbudgeted expenditures or obligating unbudgeted funds for such expenditures. The City reserves the right to deny reimbursement for unbudgeted expenditures or obligations for which prior written approval has not been obtained.

SECTION 6. DOCUMENTATION OF COSTS. All contract costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges.

SECTION 7. REPORTS AND INFORMATION. The DELEGATE AGENCY, at such times and in such forms as the KHRC and/or the CITY may require, shall furnish to the KHRC and/or the CITY such statements, records, reports, data, and information as the KHRC and/or the CITY may request pertaining to matters covered by this contract. All reports, information, data, and other related materials, prepared or assembled by the DELEGATE AGENCY under this contract, are subject to the requirements of confidentiality set forth in K.S.A. 45-201 et seq.

Federal Financial Accountability and Transparency Act (FFATA)

I. Reporting Subawards and Executive Compensation.

1. Reporting of first-tier subawards.
 1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub. L. 111-5](#)) for a subaward to an entity (see definitions in paragraph e. of this award term).
 2. Where and when to report.
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsr.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

Community Services Block Grant, Project Access

3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
 1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](http://www.fsr.gov), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
 - i. As part of your registration profile at <http://www.ccr.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
 3. Reporting of Total Compensation of Subrecipient Executives.
 1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](http://www.fsr.gov), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission

total compensation filings at <http://www.sec.gov/answers/excomp.htm>.

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions. For purposes of this award term:
 1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
 2. Executive means officers, managing partners, or any other employees in management positions.
 3. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 4. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the

- fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

SECTION 8. AUDITS AND INSPECTIONS. The DELEGATE AGENCY shall as required by the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States make available for examination, to the KHRC, CITY, State of Kansas, and/or Comptroller General of the United States or their designated and authorized representative(s), all its records and data for the purpose of making audits, examinations, excerpts, and transcriptions.

SECTION 9. PROCUREMENT STANDARDS. The standards to be used for the procurement of supplies, equipment, and other materials and services with this contract's funds are those described in the Office of Management and Budget (OMB) Circular A-102, Grants Management Common Rules or in OMB Circular A-110, Subpart C, as applicable. These standards must be applied in accordance with procedures set forth in the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements," as provided in Exhibit A attached hereto. Further, the DELEGATE AGENCY shall avoid conflicts of interest, real or apparent, by observing the following requirements.

Purchase of American-Made Equipment and Products. In accordance with the sense of Congress relative to purchase of American-Made Equipment and Products, to the greatest extent practicable, all equipment and products purchased with funds made available under this contract should be American-made.

A. Code of Conduct.

The DELEGATE AGENCY shall maintain a written code or written standards of conduct that will govern the performance of its officers, employees, or agents in contracting with or otherwise procuring supplies, equipment, construction, or services with funds provided pursuant to this contract. These standards shall provide that no officer, employee, or agent shall:

- 1. Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under sub-recipient contracts; or
- 2. Participate in the selection, award, or administration of a procurement supported by contract funds subject to this section, where to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for award:
 - a) the officer, employee, or agent;
 - b) any member of his or her immediate family;

- c) his or her partner; or
- d) a person or organization that employs, or is about to employ, any of the above.

SECTION 10. DISCRIMINATION.

- A. **Discrimination Prohibited.** No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. [Reference Title VI of the Civil Rights Act of 1964 (Public Law 88-352)]. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.
- B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

SECTION 11. TRAFFICKING IN PERSONS. (U.S. Department of Health & Human Services (HHS))

- 1. Provisions applicable to a recipient that is a private entity.
 - 1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
 - 2. **HHS** as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - 1. Associated with performance under this award; or
 - 2. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by **HHS** at 2 CFR part 376.
- 2. Provision applicable to a recipient other than a private entity. **HHS** as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - 1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
 - 2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB

Guidelines to Agencies on Governmentwide Debarment and Suspension
(Nonprocurement),” as implemented by **HHS** at 2 CFR part 376

3. Provisions applicable to any recipient.
 1. You must inform **HHS** immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
 2. **HHS** right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to **HHS** under this award.
 3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
 1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
 2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
 3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 1. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 2. A for-profit organization.
 4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

SECTION 12. COMPLIANCE WITH LOCAL LAWS. All parties shall comply with all applicable laws, ordinances, codes, and regulations of the State of Kansas and local governments.

SECTION 13. ASSIGNABILITY. The DELEGATE AGENCY shall not assign any interest in this contract without prior written consent of the CITY.

SECTION 14. COPYRIGHTS. If this contract results in a book or other material that may be copyrighted, the author is free to copyright the work, subject to regulations of the KHRC. The CITY and/or the KHRC reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material that can be copyrighted.

SECTION 15. PATENTS. Any discovery or invention arising out of or developed in the course of work aided by this contract shall promptly and fully be reported to the CITY and the KHRC for determination by the CITY and/or the KHRC as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest. All such determinations are subject to regulation of the KHRC.

SECTION 16. SECTARIAN ACTIVITY PROHIBITED. The funds provided under this contract shall not be used for the construction, operation, or maintenance of any facility used, or to be used, for sectarian instruction or as a place for religious worship.

SECTION 17. SMOKING PROHIBITIONS. In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs wither directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

SECTION 18. POLITICAL ACTIVITY PROHIBITED.

- A. None of the funds, materials, property or services provided directly under this contract shall be used for partisan political activity.
- B. The funds provided under this contract shall not be engaged in any way in contravention of 5 USC 15.

SECTION 19. LOBBYING PROHIBITED. None of the funds provided under this contract shall be used for lobbying and/or propaganda purposes designed to support or defeat legislation or appropriations pending before the Congress of the United States of America, the Legislature of the State of Kansas, or the Wichita City Council.

SECTION 20. PAYMENTS.

- A. Compensation and Method of Payment. Compensation and method of payment from the CITY to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the CITY.
- B. Total Payments. Total payments to the DELEGATE AGENCY from the CITY will not exceed \$225,000 as cited in the total of Exhibit C, attached.
- C. Restriction on Disbursements. No contract funds shall be disbursed to a DELEGATE AGENCY or contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.
- D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the KHRC at any time; or if the Community Services Block Grant funds to the City of Wichita under the ACT are suspended or terminated.

SECTION 21. PROGRAM INCOME. It is agreed that program income may be generated from fees charged to applicants for services covered under this contract. Fees paid by persons who are otherwise eligible for

CSBG-covered assistance will be considered program income. All revenues received by the DELEGATE AGENCY as a result of this contract in excess of costs are to be treated as program income pursuant to 45 CFR Part 74.24 and other applicable federal and state statutes, regulations and policies for the administration of grants. When applicants who are eligible for services under CSBG cannot afford the fee, the DELEGATE AGENCY will request said fee from the CITY with their regular reimbursement request. In such cases the application fee will not be paid by the applicant.

Accordingly, these funds may be retained by the DELEGATE AGENCY to underwrite additional contract related services and expenses. The DELEGATE AGENCY agrees to comply with CITY and/or KHRC accounting and record keeping requirements to demonstrate that the revenue received through application fees does not exceed program costs and is needed to offset expenses. The following information, at a minimum, will be required documentation: the actual amount of program costs for the reimbursement period; the amount of revenue from all sources including program income during that period; and confirmation that all revenue is necessary to meet program costs.

If it cannot be demonstrated that fees paid by or billed on behalf of CSBG-eligible applicants, were necessary to cover costs or generated revenue exceeding program costs the WSCCAP will deduct the program income amount from the total program allowable cost in determining the net allowable costs on which the Federal share of costs is based.

SECTION 22. MODIFICATION OF CONTRACT. As a result of additional requirements, the CITY may require modification of this contract. The DELEGATE AGENCY agrees to accept this contract with the understanding that the contract may be modified. In the event the DELEGATE AGENCY is unable to comply with the required contract modification the CITY shall be notified by the DELEGATE AGENCY within 10 days, at which time the CITY may declare this contract canceled and proceed under the contract cancellation provisions herein provided. Further, in the event the DELEGATE AGENCY is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the DELEGATE AGENCY may request modification of the contract. Any request for modification of the contract by the DELEGATE AGENCY must be provided to the CITY in writing and must state the reason(s) and provide justification. Any modifications to this contract shall be in accordance with the following provisions:

- A. To provide necessary flexibility for the most effective execution of this project, subject to B. and C. below, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any contract modification must be approved in writing by both the CITY and the DELEGATE AGENCY.
- B. Any line item changes to the approved budget per Exhibit C must be requested and justified in writing. Line item changes exceeding \$10,000 must be presented to and approved by the City Council.
- C. Prior to any financial or programmatic change that would substantially alter the original intent of the contract, a written amendment shall be approved and signed by all signatories to the original contract and by the City Council.

SECTION 23. CONTRACT CANCELLATION. The City shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by the DELEGATE AGENCY or its subcontractor. In the event of any failure of the DELEGATE AGENCY or its subcontractor to achieve 85% of the scheduled program goals as set forth in Exhibit B, the CITY reserves the right to require replanning or other appropriate action, which may involve reduction or deobligation of funds or cancellation of this contract; however, any of these actions shall not relieve the DELEGATE AGENCY of the requirement to achieve 100% of the performance goals by the termination date of this agreement.

Cancellation shall be effected by the CITY's notice of cancellation to the DELEGATE AGENCY, which shall specify the reasons for cancellation and the date upon which such cancellation becomes effective. Upon receipt of notice of cancellation the DELEGATE AGENCY shall: (1) discontinue further commitments of contract funds; (2) promptly cancel all subcontractors and agreements utilizing funds under this contract; (3) settle with the approval of the CITY all outstanding claims arising from such cancellation; and (4) submit, within a period of time to be specified by the CITY, a cancellation settlement proposal which shall include a final statement of the contract.

SECTION 24. TERMINATION CLAUSE. Upon breach of the contract by the DELEGATE AGENCY, the CITY by giving written notification may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 28 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This contract may also be terminated by mutual agreement of the parties or because the CITY's Community Services Block Grant funding is not appropriated or it is, or is to be, terminated or defunded. If contract termination occurs, as a result of factors other than breach of the contract terms by the DELEGATE AGENCY, the contract cancellation procedure set forth in Sections 21 and 22 of this contract shall take effect.

SECTION 25. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the DELEGATE AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), as amended.

SECTION 26. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. All parties to this contract shall comply with all provisions contained in the Americans with Disabilities Act of 1990, as amended.

SECTION 27. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular product, products, or services purchased or acquired by the DELEGATE AGENCY pursuant to this contract.

SECTION 28. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COSTS PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to applicable Office of Management and Budget (OMB) Circulars, as revised, which may include OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments," and OMB Circular A-87, "Cost Principles for State and Local Governments." In particular, the DELEGATE AGENCY shall assure compliance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," which sets out audit requirements and specifies records must be available for review or audit by appropriate officials.

SECTION 29. PUBLICITY. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

SECTION 30. RENEGOTIATION. This contract may be renegotiated in the event additional or alternate sources of funding become available during the term of the contract.

Community Services Block Grant, Project Access

SECTION 31. APPENDICES. All documents or exhibits referenced herein, all amendments or mutually agreed upon modification(s) made and signed by all parties to this contract, and all exhibits referenced below and attached hereto are hereby incorporated in this contract and made a part thereof as though fully set forth herein.

Exhibit A	Revised Non-Discrimination & Equal Employment Opportunity/Affirmative Action Requirements
Exhibit B	Performance Criteria, Contract Objectives
Exhibit C	Detail of Budget
Exhibit D	Contractual Provisions Attachment
Exhibit E	Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters, and Drug-free Workplace Requirements

**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 hereunder.

- 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.

PERFORMANCE CRITERIA
CONTRACT OBJECTIVES

It is mutually agreed by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Central Plains Regional Health Care Foundation, Inc. (hereinafter referred to as the DELEGATE AGENCY) that it is the intent of this contract to provide physician-authorized medications, medical supplies and durable medical equipment to persons with incomes at or below 125% of federal poverty guidelines. The geographic area to be served under this contract includes all areas within the county limits of Sedgwick County, Kansas.

FIRST, the DELEGATE AGENCY understands and agrees that performance under this contract will be evaluated by the CITY's Wichita Sedgwick County Community Action Partnership (hereinafter referred to as the WSCCAP).

SECOND, the DELEGATE AGENCY shall notify the WSCCAP whenever it is unable to provide the quantity or quality of service required under this contract. Upon such notification, the WSCCAP shall determine whether such inability will require a modification or cancellation of the contract or a reduction in the payments to the DELEGATE AGENCY.

THIRD, it is understood that DELEGATE AGENCY records used in preparation of all reports submitted pursuant to this agreement are subject to review by the CITY and/or its agent to ensure the accuracy and validity of the information reported. The WSCCAP will conduct onsite monitoring visits at least annually.

FOURTH, the DELEGATE AGENCY understands and agrees that the \$225,000 in Community Services Block Grant Program funds shall be the maximum amount provided by the CITY under this contract per Exhibit C. Costs exceeding \$225,000 shall be born in full by the DELEGATE AGENCY except to the extent the DELEGATE AGENCY may defray a portion of such program costs by collecting a \$20 enrollment fee from newly-enrolled patients and a \$10 fee from currently enrolled patients who are renewing their enrollments, subject to waiver, in each case, if the patient has no income.”

CONTRACT PROVISIONS SPECIFIC TO THE PROJECT'S SCOPE OF SERVICES

The CITY and the DELEGATE AGENCY mutually understand and agree to the following provisions under this contract:

1. The DELEGATE AGENCY is solely responsible for the certification of eligible applicants for physician-authorized medications and/or durable medical supplies.
2. The DELEGATE AGENCY will provide at least 1600 physician-authorized medications through local pharmacies and other providers as appropriate; 70 percent (or 1,260) of total patients served will fall within the CSBG program guidelines; and 70 percent (or \$10,080,000) of total leveraged donated medical services will be provided to CSBG-eligible patients.
3. Through a contractual agreement with the Central Plains Health Care Partnership's Project Access, CSBG funds are used to provide only physician-authorized medications, medical supplies and durable medical equipment to persons with incomes at or below 125% of federal poverty guidelines. Project Access coordinates the health care needs of Wichita area low-income individuals with medical service providers willing to provide the care at no or reduced cost. Consequently, low income individuals will be able to obtain the medical care they need. No DELEGATE AGENCY equipment or materials may be purchased.
4. The DELEGATE AGENCY agrees that all payments under this contract shall be in accordance with established budgeting, purchasing, and accounting procedures of the CITY.
5. The DELEGATE AGENCY agrees to make written requests to the CITY for cost-reimbursement during the contract period. This is a cost-reimbursement contract. Disbursement of funds under this contract may be requested only for necessary, reasonable, and allowable costs described therein, and for which the DELEGATE AGENCY has made payment during the period of performance set forth in Section 2. The City agrees to reimburse the DELEGATE AGENCY for such costs, and payment shall be made upon receipt of a request for reimbursement form, CSBG 2013/2014 Cost Control Statement accompanied by a monthly progress report from the DELEGATE AGENCY specifying the services performed and expenses incurred. All requests for reimbursement must be accompanied by an invoice which identifies the address to which payment should be remitted, documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of

checks, time sheets, etc.), the names of clients who received the services, and other supporting documentation. Supporting documentation must be accompanied by an agency payment voucher providing this information and a copy of the signed check with which the payment was made. Requests for Reimbursement must be received by the 10th day of the month following the month during which the expenditure was paid.

6. The DELEGATE AGENCY agrees to claim reimbursement only from the City under this Agreement and not for any portion of its obligations that have been paid by another source of revenue.
7. The DELEGATE AGENCY agrees that CSBG funds shall not be disbursed except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated.
8. The DELEGATE AGENCY agrees that all payments made are subject to its compliance with this Agreement. Any breach of the contract is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
9. The DELEGATE AGENCY agrees that closeout billings must be submitted before August 31, 2014. If not submitted, the unexpended funds shall revert to the City of Wichita.
10. The DELEGATE AGENCY agrees to provide fiscal reports, listing financial expenditure information in the detail required for the City to determine the financial status of the project and the amount of funds expended for applicants served during the reporting time period. The CITY will specify in writing the reporting periods for the fiscal reports and the dates that they are due.
11. The DELEGATE AGENCY agrees to provide such demographic reports as are determined necessary by the CITY and the Kansas Housing Resources Corporation.

BUDGET DETAIL

FUND: 290-SUBFUND 2013-CSBG-01	DEPARTMENT: H&CS	DIVISION: CDD Project Access	ACTIVITY NO.:
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Account Classification	Budget
1195 Delegate Agencies-Payroll	\$ 81,280
3902 Medical Supplies	143,720
<hr style="border-top: 1px dashed black;"/>	
TOTAL	\$225,000

GRAND TOTAL	\$225,000
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CONTRACTUAL PROVISIONS ATTACHMENT

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

"The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of September 2010.

TERMS HEREIN CONTROLLING PROVISIONS:

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

AGREEMENT WITH KANSAS LAW:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

TERMINATION DUE TO LACK OF FUNDING APPROPRIATION:

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

DISCLAIMER OF LIABILITY:

Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

ANTI-DISCRIMINATION CLAUSE:

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of contract and the contract may be canceled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

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

ACCEPTANCE OF CONTRACT:

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

ARBITRATION, DAMAGES, WARRANTIES:

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

REPRESENTATIVE'S AUTHORITY TO CONTRACT:

By signing this document, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this document on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

RESPONSIBILITY FOR TAXES:

The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

INSURANCE:

The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

INFORMATION:

No provisions of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

THE ELEVENTH AMENDMENT:

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

EXHIBIT – E

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS, AND DRUG-FREE WORKPLACE REQUIREMENTS

Lobbying: This certification is required by the Federal Regulations, implementing Section 1352 of the Program Fraud and Civil Remedies Act, Title 31 U.S. Code, for the Department of Education (34 CFR Part 82), Department of Health and Human Services (45 CFR Part 93).

The undersigned contractor certifies that:

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

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

Debarment, Suspension, and Other Responsibility Matters: This certification is required by the Federal Regulations, implementing, Executive Order 12549, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

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

Community Services Block Grant, Project Access

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

Drug-Free Workplace: This certification is required by the Federal Regulations, implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701; for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), and Department of Health and Human Services (45 CFR Part 76).

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).

6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

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

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

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

Community Services Block Grant, Project Access

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

Community Services Block Grant, Project Access

Central Plains Regional Health Care Foundation, Inc.

Contract Number _____.

Thomas Bloxham, M.D., President

Date

CITY OF WICHITA

Carl Brewer, Mayor
City of Wichita

Date

ATTEST:

Karen Sublett, City Clerk

Date

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

Date

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council
SUBJECT: SAFER Grant Program (All Districts)
INITIATED BY: Wichita Fire Department
AGENDA: Consent

Recommendation: Authorize submission for 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant for seven fire department positions.

Background: The Fiscal Year 2013 SAFER grant is issued by the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), and Grant Programs Directorate. The SAFER grant is a competitive grant program comprised of two categories; hiring firefighters and recruitment and retention of volunteer firefighters. The 2013 SAFER grant category of hiring firefighters has three priorities. The first priority is hiring laid-off firefighters, the second priority is retention of firefighters facing imminent layoff or filling positions vacated through attrition due to economic circumstances, and the third priority is hiring new firefighters.

The Fire Department is requesting authorization to submit a federal SAFER grant application for seven fire positions (six firefighters, one safety training chief) vacated through attrition this year due to economic circumstances. The submission deadline is August 31, 2013.

Analysis: The City of Wichita has been particularly impacted by the economic downturn in national and global economies. Assessed valuation has been flat for several years, and General Fund revenue growth has slowed. As a result of these economic challenges, the 2013 Revised Budget, which was approved on August 13, 2013, included several actions to reduce expenditures. One of these actions was the elimination of seven fire department positions in the fall of 2013.

Financial Considerations: The 2013 SAFER grant does not have a grant match requirement. Grant applications approved for 2013 SAFER grant funding will receive full federal funding for salary and benefits during a two year performance period. There is no retention requirement after the two year performance period. Federal funding to maintain the seven positions totals \$972,248 over the two year performance period.

Legal Considerations: The Law Department has approved the 2013 SAFER Grant submission as to form.

Recommendations/Actions: It is recommended that the City Council authorize submission for the 2013 Staffing for Adequate Fire and Emergency Response (SAFER) grant for seven firefighter positions with necessary signatures.

Second Reading Ordinances for August 27, 2013 (first read on August 20, 2013)

- A. ZON2013-00013 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential subject to Protective Overlay No. 277 on property generally located 300 hundred feet east of Knight Street on the north side of West Saint Louis Avenue, south of West Central and east of North West Street, 3514 West Saint Louis Avenue. (District VI)**

ORDINANCE NO. 49-560

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.

- B. SUB2013-00019 -- Plat of Duling Industrial 3rd Addition located south of MacArthur Road, on the east side of West Street. (District IV)**

ORDINANCE NO. 49-561

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.

- C. SUB2013-00020 -- Plat of Lange 2nd Addition located south of MacArthur Road, on the east side of West Street. (District IV)**

ORDINANCE NO. 49-562

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.

D. Reconstruction of Old Lawrence Road Bridge

ORDINANCE NO. 49-563

AN ORDINANCE DECLARING THE OLD LAWRENCE ROAD BRIDGE NORTH OF 1-235 AND K-96 FREEWAY (472-85116) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

E. Improvements to Douglas, Washington to Oliver.

ORDINANCE NO. 49-564

AN ORDINANCE DECLARING DOUGLAS, BETWEEN WASHINGTON AND OLIVER (472-85102) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

F. Acquisition by Eminent Domain of Tracts Required for the East Kellogg Freeway Project.

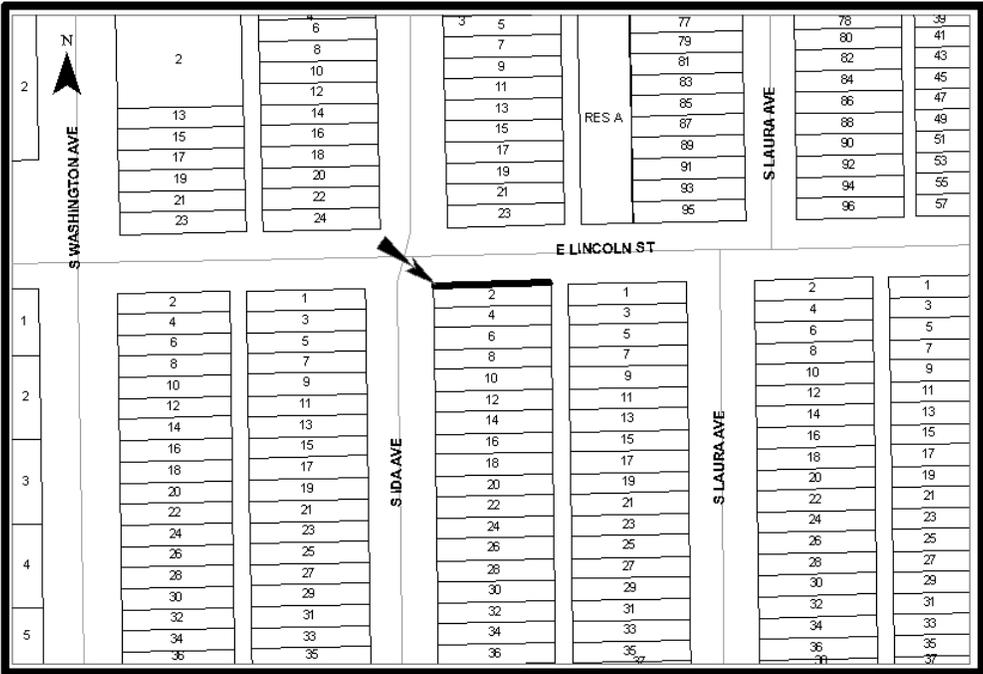
ORDINANCE NO. 49-565

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 THE KELLOGG FREEWAY BETWEEN CYPRESS STREET AND CHATEAU STREET 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 AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council
SUBJECT: DED2013-00025 - Dedication of Access Controls located on the south side of Lincoln, west of Hydraulic. (District I)
INITIATED BY: Metropolitan Area Planning Department
AGENDA ACTION: Planning (Consent)

Staff Recommendation: Accept the Dedication.



Background: The Dedication is associated with Lot Split Case No. LSP2013-00014 (Lincoln Street Addition) and was requested by the City of Wichita’s Traffic Engineer.

Analysis: The Dedication DED2013-00025 is for access controls along Lincoln.

Financial Considerations: There are no financial considerations associated with the Dedication.

Legal Considerations: The Law Department has approved the Dedication as to form and the document will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council accept the Dedication.

Attachment: Partial Dedication of Abutter’s Access Rights.

COPY

PARTIAL DEDICATION OF ABUTTER'S ACCESS RIGHTS

KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the undersigned Theodore W. Maisch, Jr., as trustee of the Theodore W. Maisch, Sr. Irrevocable Marital Trust, Maisch Family Limited Partnership, a Kansas limited partnership, and Theodore W. Maisch Living Trust dated October 4, 1990, being the owner(s) of the following described real estate in Sedgwick County, Kansas, to wit:

PARCEL 'A'

The west 45.50 feet of Lots 2, 4, and 6, on Ida Avenue, Lincoln Street Addition to the City of Wichita, Kansas, Sedgwick County, Kansas, together with the west 45.50 feet of the north 9.00 feet of Lot 8, on Ida Avenue, in said Lincoln Street Addition,

and,

PARCEL 'B'

Lots 2, 4, 6, 8, 10, and 12, on Ida Avenue, Lincoln Street Addition to the City of Wichita, Kansas, Sedgwick County, Kansas except the west 45.50 feet of said Lots 2, 4, and 6, and except the west 45.50 feet of the north 9.00 feet of said Lot 8,

do hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress and egress to said Parcel "A" to or from Lincoln Street over and across the north line of said Parcel "A" to have and to hold the same forever; provided, however, that said Parcel "A" shall have access to or from said Lincoln Street over the west 32.6 feet of the north line of said Parcel "A",

and,

DED2013-25
LSP2013-14

also do hereby transfer and convey to the City of Wichita, all abutter's rights of access, ingress and egress to said Parcel "B" to or from Lincoln Street over and across the north line of said Parcel "B" to have and to hold the same forever; provided, however, that said Parcel "B" shall have access to or from said Lincoln Street over the west 36.0 feet of the east 87.2 feet of the north line of said Parcel "B".

It being understood that this conveyance is a covenant running with the land and prohibits all subsequent owners thereof and all members of the public from entering upon said property from Lincoln Street except at the two points of ingress and egress, as permitted and described immediately above.

Executed this 1st day of August, 2013.

Theodore W. Maisch, Sr. Irrevocable Marital Trust

By: Theodore W. Maisch, Jr.
Theodore W. Maisch, Jr., Trustee

Maisch Family Limited Partnership

By: The Theodore W. Maisch, Sr. Living Trust
(Restated), an inter-vivos trust created on
October 4, 1990, and restated on July 21,
1995, as General Partner

By: Theodore W. Maisch, Jr.
Theodore W. Maisch, Jr., Trustee

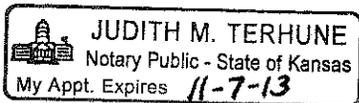
The Theodore W. Maisch, Sr. Living Trust
(Restated), an inter-vivos trust created on
October 4, 1990, and restated on July 21, 1995,

By: Theodore W. Maisch, Jr.
Theodore W. Maisch, Jr., Trustee

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 1st day of August, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Theodore W. Maisch, Jr., as trustee of the Theodore W. Maisch, Sr. Irrevocable Marital Trust, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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



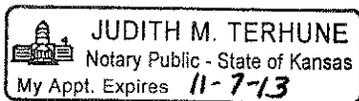
Judith M. Terhune
Notary Public

My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 1st day of August, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Theodore W. Maisch, Jr., Trustee of the Theodore W. Maisch, Sr. Living Trust (Restated), an inter-vivos trust created on October 4, 1990, and restated on July 21, 1995, as General Partner of Maisch Family Limited Partnership, a Kansas limited partnership, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited partnership.

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



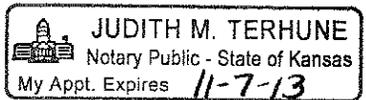
Judith M. Terhune
Notary Public

My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 1st day of August, 2013, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Theodore W. Maisch, Jr., Trustee of the Theodore W. Maisch, Sr. Living Trust (Restated), an inter-vivos trust created on October 4, 1990, and restated on July 21, 1995, who is personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

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



Judith M. Terhune
Notary Public

My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, Director of Law

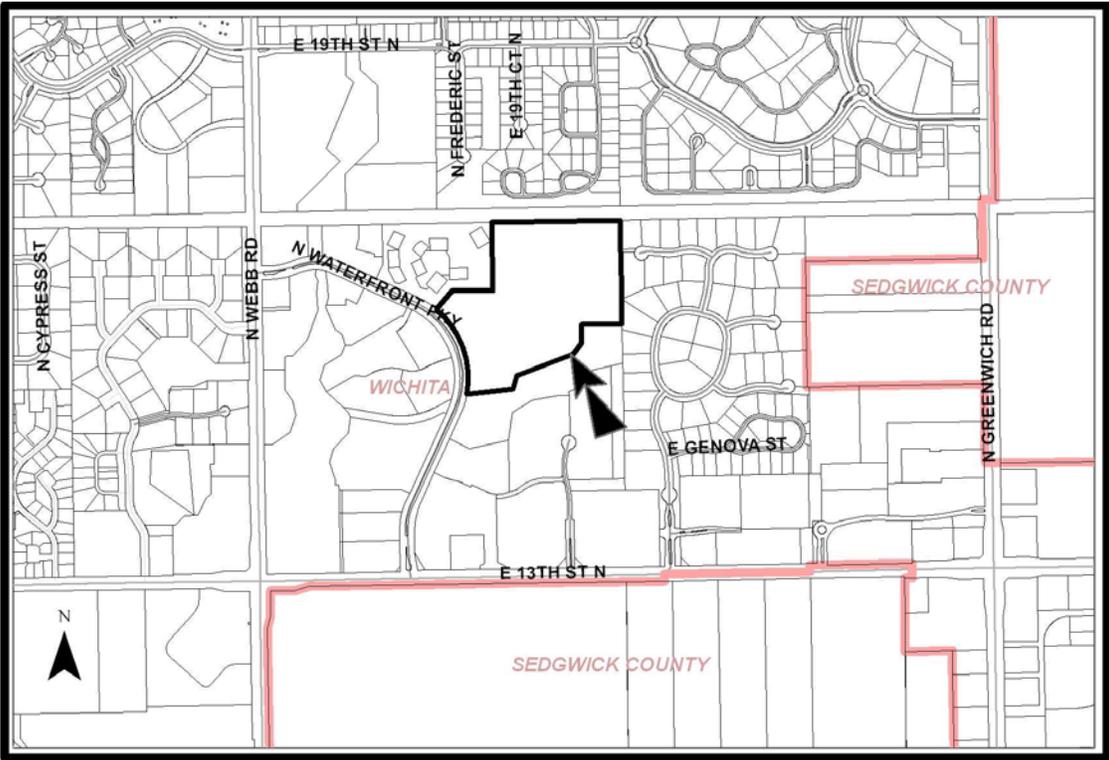
City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council
SUBJECT: ZON2012-15 - City zone change request from LI Limited Industrial to GO General Office generally located north of 13th and east of Webb. (District II)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

DAB Recommendation: DAB II did not hear this request.

MAPC Recommendation: Approve (9-0-1).

MAPD Staff Recommendations: Approve.



Background: The applicants request a zone change from the existing LI Limited Industrial to GO General Office zoning on a 25-acre unplatted and undeveloped property. The existing LI zoning prohibits residential development, the applicant wants the flexibility to do residential development and the other uses permitted in the GO district. This request is a down zoning, therefore permitted uses, signage and other development controls will be more restrictive under the requested zoning than they are presently.

Property north of this site, across an unused rail corridor, is zoned SF-5 Single-family Residential and developed with homes. South and west of the site is LI zoning with office and commercial uses. East of the site are SF-5 zoned lots, most of which are vacant, with a few built homes.

Analysis: On May 17, 2012, the MAPC reviewed the application and voted (9-0-1) to approve the application subject to platting within one year. No citizens' spoke at the MAPC hearing regarding this request and no protests were received during the two-week protest period following the MAPC hearing.

Financial Considerations: There are no financial considerations associated with this request.

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 zone change subject to platting within one year, instruct the Planning Department to forward the ordinance for first reading when the plat is complete (simple majority required).

Attachments: Ordinance and MAPC minutes.

(150004) Published in The Wichita Eagle on September 13, 2013

ORDINANCE NO. 49-568

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

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

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

Case No. ZON2012-00015

Zone change request from LI Limited Industrial to GO General Office, on property described as:

Begin 40 feet N of the SE cor. of the SW/4; th. W 51.54'; th. N 200'; th. W 98.68'; th. N 265'; th. W 924.52'; th. NW 378.22' to the E line of Waterfront Pkwy.; th. NE 554.26' to a curve; th. NWly along the curve 1022.85'; th. NW 308.53'; th. NE 113.12'; th. N 289.69' to the S line of the RR r-o-w; th. E 1713.31' to the E line of the SW/4; th. S to begin, EXC. Waterfront 2nd Add. & EXC. Waterfront 4th Add. & EXC. Waterfront 5th Add. & EXC. Waterfront 6th Add., 9-27-2E.

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

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

ADOPTED this 10th day of September, 2013.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

**EXCERPT MINUTES OF THE MAY 17, 2012 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2012-15 - Waterfront Holding Co., LLC (Owner) and MKEC c/o Brian Lindebak (Agent) request a City zone change request from LI Limited Industrial to GO General Office on property described as:

Part of Section 9, Township 27, Range 2 East of the 6th P.M. beginning 40 feet North of the Southeast corner of the Southwest Quarter, thence West 51.54 feet, thence North 200 feet, thence West 98.68 feet, thence North 265 feet, thence West 924.52 feet, thence Northwest 378.22 feet to the East line of Waterfront Parkway, thence Northeast 554.26 feet to a curve, thence Northwesterly along the curve 1,022.85 feet, thence Northwest 308.53 feet, thence Northeast 113.12 feet, thence North 289.69 feet to the South line of the railroad right of way, thence East 1,713.31 feet to the East line of the Southwest Quarter, thence South to the beginning, except Waterfront 2nd Addition and except Waterfront 4th Addition and except Waterfront 5th Addition and except Waterfront 6th Addition.

BACKGROUND: The applicants request a zone change from the existing LI Limited Industrial (“LI”) to GO General Office (“GO”) zoning on a 25-acre unplatted and undeveloped property. The existing LI zoning prohibits residential development, the applicant wants the flexibility to do residential development and the other uses permitted in the GO district. This request is a downzoning, therefore permitted uses, signage and other development controls will be more restrictive under the requested zoning than they are presently.

Property north of this site, across an unused rail corridor, is zoned SF-5 Single-family Residential (“SF-5”) and developed with homes. South and west of the site is LI zoning with office and commercial uses. East of the site are SF-5 zoned lots, most of which are vacant, with a few built homes.

CASE HISTORY: The site is unplatted and undeveloped.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single-family residences
SOUTH:	LI	Platted reserve, hotel, vacant commercial land
EAST:	SF-5	Vacant, single-family residences
WEST:	LI	Offices

PUBLIC SERVICES: The subject property has frontage along Waterfront Parkway, a paved two-lane local commercial street with a 100-foot right-of-way, including a landscaped center median.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Local Commercial” use. Local Commercial is designated for concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.

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

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** Property north of this site, across an unused rail corridor, is zoned SF-5 and developed with homes. South and west of the site is LI zoning with office and commercial uses. East of the site are SF-5 zoned lots, most of which are vacant, with a few built homes.
2. **The suitability of the subject property for the uses to which it has been restricted:** The site could be developed with a variety of commercial, office and industrial uses under the current LI zoning. However, residential development is not permitted under the current LI zoning.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** Approval of the request would not remove restrictions, but would permit only those uses allowed in the GO zone. GO uses will have limited impacts on surrounding properties when compared to the impacts that LI uses could have on the surrounding properties.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies the site as appropriate for “Local Commercial” use. Local Commercial is designated for concentrations of predominately commercial, office and personal service uses that do not have a significant regional market draw.
5. **Impact of the proposed development on community facilities:** Development of this site will increase traffic on Waterfront Parkway. However, the intensity of traffic demand and size of vehicles would be greater if the property were developed under the existing LI zoning.

JESS MCNEELY, Planning Staff presented the Staff Report.

COMMISSIONER FOSTER recused himself from the item.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, DENNIS seconded the motion, and it carried (9-0-1). FOSTER – abstained.

City of Wichita
City Council Meeting
August 27, 2013

TO: Mayor and City Council

SUBJECT: ZON2013-00016 – Zone change request from SF-5 Single-family Residential to TF-3 Two-family Residential on property located at the southeast corner of Garland Avenue and 14th Street North, 1430 North Garland Avenue (District VI)

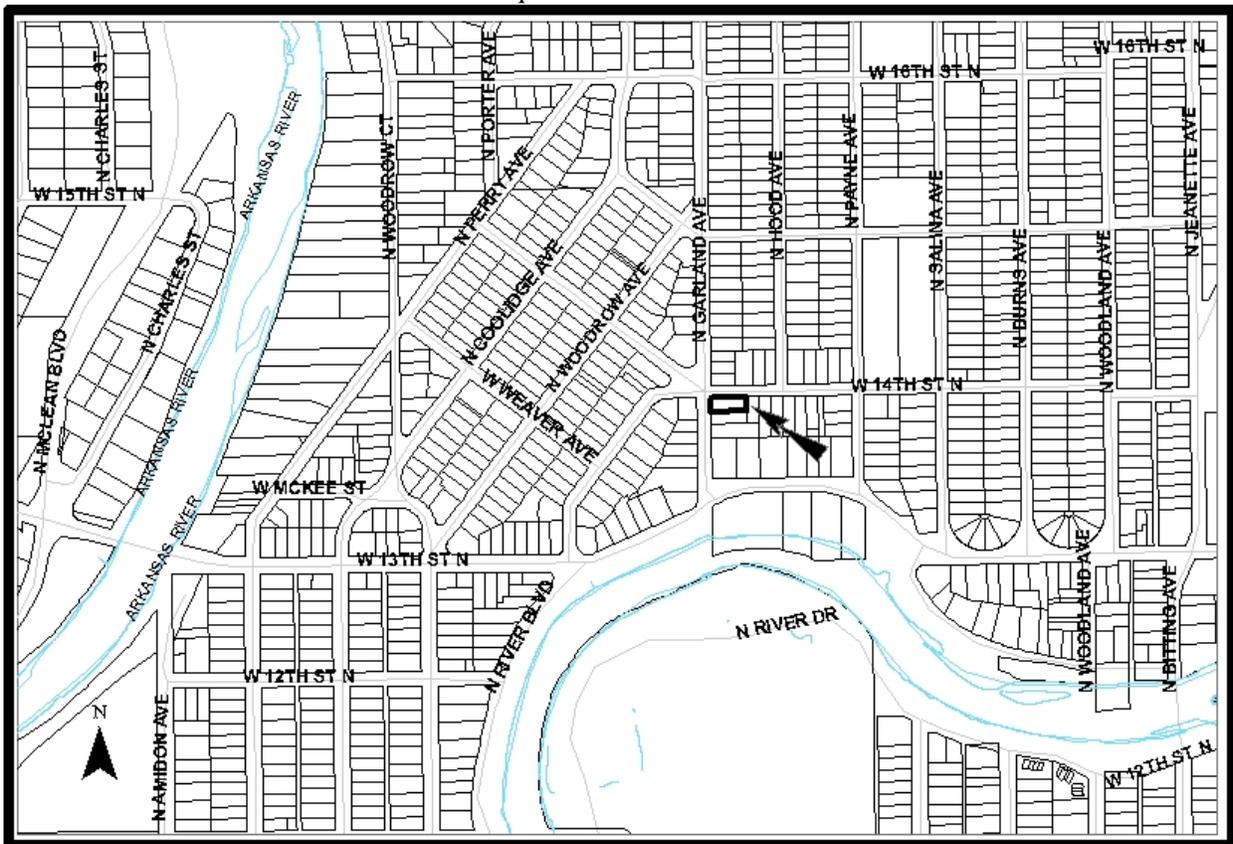
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The MAPC recommended approval of the request (13-0).

DAB Recommendation: District Advisory Board II recommended approval of the request (5-0).

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



Background: The applicant is seeking TF-3 Two-family Residential (TF-3) zoning for a 0.6 acre (9,000 square feet) site located at the southeast corner of West 14th Street North and North Garland Avenue. The SF-5 Single-family Residential (SF-5) zoned site is developed with a residential duplex (1430 North Garland Avenue and 1221 West 14th Street). City building permit records indicate a permit was issued for 1430-32 North Garland on January 7, 1939. *Polk's Wichita City Directory 1941* reports the current addresses of 1430 North Garland and 1221 West 14th Street. A zoning map for 1937 depicts the site as being zoned the A Residence District (A). The A District permitted both single-family residences and two-family residences by-right. In 1950 the City's Zoning Code still allowed both duplex and single-family residences in the A district as a use by-right. At some later point in time, probably during the 1950s or early 60s, the property was part of a mass rezoning that rezoned multiple properties to the AA One-family District (AA), which was the forerunner of today's SF-5 district, and does not permit duplex residences. As currently zoned, the duplex is a legal nonconforming use. The application indicates the applicant is seeking the zone change to satisfy a mortgage company's requirement that the zoning match the property's use.

Properties abutting the application area are zoned SF-5, and are developed with single-family residences. There are a significant number of TF-3 zoned lots located approximately 110 feet south of the subject site. Most of the TF-3 zoned lots located south of the application area have frontage on 13th Street; however, a few lots that front the west side of North Garland Avenue just north of 13th Street are also zoned TF-3. There are also a significant number of lots zoned TF-3 located 325 feet to the east of the application area.

Analysis: District Advisory Board (DAB) VI heard the rezone request on July 17, 2013, and recommended unanimous (5-0) approval. There were not any members of the public present to speak to the request.

At the Metropolitan Area Planning Commission (MAPC) meeting held on July 25, 2013, the MAPC voted (13-0) to recommend approval of the request. There were not any neighboring property owners present to speak to the request, and there have not been any protests filed.

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, approve the zone change request, place the ordinance on first reading and authorize the Mayor to sign the ordinance (simple majority vote required).

Attachments: Ordinance, MAPC minutes and DAB memo.

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

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

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

Case No. ZON2013-00016

Zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-family Residential (TF-3) on approximately .6 acre described as:

The north 60 feet of Lots 1, 3, 5, 7, 9 & 11, 14th Street, Orchard Beach Addition to Wichita, Sedgwick County, Kansas.

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

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

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

**EXCERPT MINUTES OF THE JULY 25, 2013 WICHITA-SEDGWICK COUNTY
METROPOLITAN AREA PLANNING COMMISSION HEARING**

Case No.: ZON2013-00016 – Janelen Stark requests a city zone change from SF-5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

The North 60 feet of lots 1, 3, 5, 7, 9 and 11, 14th Street, Orchard Beach Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is seeking TF-3 Two-family Residential (TF-3) zoning for a 0.6 acre (9,000 square feet) site located at the southeast corner of West 14th Street North and North Garland Avenue. The SF-5 Single-family Residential (SF-5) zoned site is developed with a residential duplex (1430 North Garland Avenue and 1221 West 14th Street). City building permit records indicate a permit was issued for 1430-32 North Garland on January 7, 1939. *Polk's Wichita City Directory 1941* reports the current addresses of 1430 North Garland and 1221 West 14th Street. A zoning map for 1937 depicts the site as being zoned the A Residence District (A). The A District permitted both single-family residences and two-family residences by-right. In 1950 the City's Zoning Code still allowed both duplex and single-family residences in the A district as a use by-right. At some later point in time, probably during the 1950s or early 60s, the property was part of a mass rezoning that rezoned multiple properties to the AA One-family District (AA), which was the forerunner of today's SF-5 district, and does not permit duplex residences. As currently zoned, the duplex is a legal nonconforming use. The application indicates the applicant is seeking the zone change to satisfy a mortgage company's requirement that the zoning match the property's use.

Properties abutting the application area are zoned SF-5, and are developed with single-family residences. There are a significant number of TF-3 zoned lots located approximately 110 feet south of the subject site. Most of the TF-3 zoned lots located south of the application area have frontage on 13th Street; however, a few lots that front the west side of North Garland Avenue just north of 13th Street are also zoned TF-3. There are also a significant number of lots zoned TF-3 located 325 feet to the east of the application area.

CASE HISTORY: The 1937 zoning map indicates the property was zoned the A Residence District that permitted both single-family residential and two-family residential as a use by-right. In the early 1950s the City of Wichita's zoning code was modified to establish a single-family residential district, the AA District that did not allow two-family residential uses. The application area is platted as the north 60 feet of Lots 1, 3, 5, 7, 9 and 11, 14th Street, Orchard Beach Addition.

ADJACENT ZONING AND LAND USE:

North: SF-5; single-family residential
South: SF-5; single-family residential
East: SF-5; single-family residential
West: SF-5; single-family residential

PUBLIC SERVICES: The property is served by all normally supplied utilities and public services. West 14th Street North has 50 feet of right-of-way; North Garland Avenue has 60 feet of right-of-way.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site being appropriate for "urban residential" uses. The "urban residential" category reflects the full range of housing types found in a large urban municipality. The range of housing types includes: single detached homes, semi-detached homes, zero-lot line units, patio homes, duplexes, townhouses,

apartments and multi-family units, condominiums, mobile home parks and special residential accommodations for the elderly.

RECOMMENDATION: Based upon the information available to staff at the time the staff report was prepared, staff recommends approval of the request for TF-3 zoning.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties abutting the application area are zoned SF-5, and are developed with single-family residences. There are a significant number of TF-3 zoned lots located approximately 110 feet south of the subject site. Most of the TF-3 zoned lots located south of the application area have frontage on 13th Street; however, a few lots that front the west side of North Garland Avenue just north of 13th Street are also zoned TF-3. There are also a significant number of lots zoned TF-3 located 325 feet to the east of the application area. The larger neighborhood appears to be an older well maintained collection of properties. Reinvestment and upkeep of nearby residences does not appear to have been hampered by the presence of the subject duplex.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned SF-5 Single-family Residential and that zoning district does not permit the duplex residential structure that was legally developed on the site in 1939. The property could continue to be used as a legal nonconforming duplex use; however, ownership of the property is potentially made more difficult by the existing zoning so long as financial institutions are reluctant to provide financing for nonconforming properties. The property's current SF-5 zoning is not appropriate for the structure that was, in 1939, developed on the site.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Approval of TF-3 zoning for the subject site should not detrimentally impact nearby properties as there are other lots in the extended area that are zoned TF-3. Staff is aware that there are not any TF-3 zoned lots abutting the site, and it could be argued that approval amounts to spot zoning; however, the property has presumably been used as a duplex since 1939, and seems to have not detrimentally impacted nearby properties. The North Riverside neighborhood has numerous instances of TF-3 zoning located next to SF-5 zoning. Staff is not aware of instances where that zoning pattern has caused excessive difficulties. (Spot zoning is defined as: the capricious and unreasonable treatment of a limited area within a particular district; represents a departure from the comprehensive plan; singles out a parcel of land for special treatment or privileges not in harmony with the other classifications in the area and without any apparent circumstances which call for different treatment.)
4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Presumably it would be an economic hardship to the owner of the property if the owner were to be forced to convert the structure to a single-family residence in order to gain financing.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site being appropriate for "urban residential" uses. The "urban residential" category reflects the full range of housing types found in a large urban municipality. The range of housing types includes: single detached homes, semi-detached homes, zero-lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks and special residential accommodations for the elderly.

6. Impact of the proposed development on community facilities: The property has been developed for decades. Public services are present for the proposed use.

DALE MILLER, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

B. JOHNSON moved, **FOSTER** seconded the motion, and it carried (13-0).

7-25-13 MAPC

HAND OUT

ITEM 6



INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Terri Dozal, Neighborhood Assistant, District VI

SUBJECT: ZON2013-00016

City request for a zone change from SF-5 Single-Family Residential to TF-3 Duplex, on property generally located east of the Arkansas River, north of 13th Street North, on the southeast corner of Garland Avenue and 14th Street North.

DATE: July 22, 2013

On Wednesday, July 17, 2013 the District VI Advisory Board (DAB) considered a City request for a zone change from SF-5 Single-Family Residential to TF-3 Duplex, on property generally located east of the Arkansas River, north of 13th Street North, on the southeast corner of Garland Avenue and 14th Street North

The members were provided the MAPD staff report for review prior to the meeting. *Kathy Morgan, Planner* presented the case background, reviewed the staff recommendation and answered questions of members and the public.

A comment was made if this request was just correcting an oversight.

There were no members of the public to speak in favor or opposition of this request.

******Action:** The District VI Advisory Board members made a motion to recommend to City Council **Approval (5-0)** for the zone change based on staff recommendations.

Please review this information when ZON2013-00016 is considered.

mtd

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Wichita, Kansas
August 26, 2013
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated August 19, 2013, were read and on motion approved.

Bids were opened July 19, 2013, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Reconstruction of Terminal Apron Phase 3.

Defer two weeks

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

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

On motion the Board of Bids adjourned.

Martha Strayer, Administrative Assistant,
Department of Public Works

Janis Edwards CMC
Deputy City Clerk

FORMAL BID REPORT

TO: Robert Layton, City Manager

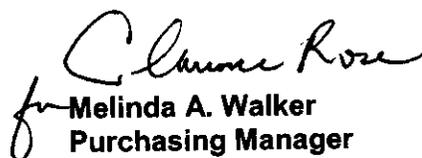
DATE: August 26, 2013

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS

July 19, 2013

Reconstruction of Terminal Apron- Phase 3 at Wichita Mid-Continent Airport – Wichita Airport
Authority/Engineering Division (Defer to September 9, 2013)

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


for Melinda A. Walker
Purchasing Manager



Registration Solicitations Document Inquiry Login Help

Bid Results

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

Vendor Group Line
Solicitation: FB340124 Reconstruction of Terminal Apron Phase 3 **Close Date/Time: 7/19/2013 10:00 AM CST**

Solicitation Type: Formal Bid
Award Method: Aggregate Cost
Department: Airport Engineering

Return to the Bid List
Responses: 2

Vendors	Complete	Bid Total	City Comments
<u>UTILITY CONTRACTORS INC</u>	Complete	\$5,408,797.00	Defer to 9-9-13 Wichita Airport Authority/Engineering Division
<u>DONDLINGER & SONS CONSTRUCTION CO INC</u>	Partial	\$6,126,317.84	

BIDS WITHIN ENGINEERS ESTIMATE

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