Table of Contents

Agenda 4

IV-1. Public Hearing on the Establishment of the Kellogg and Ridge Community Improvement District. (District IV)

- Agenda Report No. IV-1 11
- Ordinance No. 50-072 13

IV-2. Four Mile Creek Water Quality Reclamation Facility Improvements – Phase II. (District II)

- Agenda Report No. IV-2 19
- Budget Sheet 21
- FMC Agreement 22
- Resolution No. 15-266 56
- New Amending NOI 59
- resolution with signature 60

IV-3. Substantial Amendment to the 2015-2016 Second Program Year Action Plan.

- Agenda Report No. IV-3 63
- Substantial Amendment Spreadsheet 66
- Substantial Amendment Summary 71

IV-4. Cadillac Lake, LLC Development Agreement and Future Park Site. (District V)

- Agenda Report No. IV- 4 81
- Executed Agreement 83
- Resolution No 15-276 124
- Permit Application 126

V-1. CUP2015-00015 and ZON2015-00029 – Creation of the Estancia Commercial Community Unit Plan DP-337 and Zone Change From the Limited Commercial and SF-5 Single-Family Residential (Originally SF-20 Single-Family Residential) Districts to the SF-5 Single-Family, Limited Commercial and General Commercial Zoning Districts. (District V)

- Agenda Report No. V-1 145
- Ordinance No. 50-074 148
- DAB Report ZON2015-29 and CUP2015-15 150
- Estancia Commercial CUP DP-337 for City Council hearing 151
- Estancia Commercial CUP DP-337 for City Council hearing 152
- ZON2015-00029 Protest Map 153
- ZON2015-00029 and CUP2015-00015 7-23-15 MAPC MIN EXCERPT 154

V-2. ZON2015-00027 - City Zone Change from Planned Unit Development to General Office on Property Located East of Hillside Avenue, North of Douglas Avenue, East of Rutan Avenue on the South Side of Victor Place. (District I)

- Agenda Report No. V-2 160
- Ordinance No. 50-075 164

ZON2015-00027 DAB I MEMO 166
ZON2015-00027 Protest Map. 167
ZON2015-00027 7-23-15 MAPC MIN EXCERPT. 168
II-1. Report of Board of Bids and Contracts dated August 31, 2015.
Agenda Report No. II-1 178
II-3. Preliminary Estimates.
Agenda Report No. II-3 187
II-4a. Community Events - Carnegie Library Centennial Concerts at Heritage Square. (District I)
Agenda Report No. II-4a 193
II-4b. Community Events - Midian Shriners Car Show and Swap Meet. (District VI)
Agenda Report No. II-4b 194
II-4c. Community Events - Walk to End Alzheimer's. (Districts I, IV and VI)
Agenda Report No. II-4c 195
II-4d. Community Events - Kidzcope Good Grief 5K. (District II)
Agenda Report No. II-4d 196
II-4e. Community Events - Race for Freedom. (District VI)
Agenda Report No. II-4e 197
II-4f. Community Events - Earn Your Stripes 5K. (District II)
Agenda Report No. II-4f. 198
II-4g. Community Events - Air Capital Quarter Marathon and 5K. (District V)
Agenda Report No. II-4g 199
II-5a. North Industrial Corridor Site Source Areas – Pilot Tests and Investigations – Professional Services Contract. (Districts I and VI)
Agenda Report No. II-5a 200
Supporting Document. 203
II-5b. Supplemental Agreement No. 1 for Kellogg and I-235 Interchange. (District IV)
Agenda Report No. II-5b 227
Supporting Document. 228
II-7. Contract for Applicant Tracking Services.
Agenda Report No. II-7 232
Contract. 233
II-8. Emergency Stormwater Main Repairs. (District VI)
Agenda Report No. II-8 238
Memo 239
II-9. Notice of Intent to Use Debt Financing - Runway Repairs - Colonel James Jabara Airport.
Agenda Report No. II-9 240
Resolution No. 15-267 241
II-10. Ordinance for Intelligent Transportation System.
Agenda Report No. II-10 243

Ordinance No. 50-077 244
II-11. Second Reading Ordinances.
II-11. Second Reading Ordinances 248
II-12 *SUB2015-00017 -- Plat of Cadillac Lake Addition Located on the Southeast Corner of Maize Road and 29th Street North. (District V)
Agenda Report No. II-12 249
Cadillac Lake ADD -Support Docs -SUB2015 17 252
Ordinance No. 50-076 261
Resolution Nos.15-268 to 15-275 262
II-13. *Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 25, Terminal Design Amendments - Wichita Dwight D. Eisenhower National Airport.
Agenda Report No. II-13 284
ACT 3 SA No. 25 286
II-14. *Runway Repairs - Colonel James Jabara Airport.
Agenda Report No. II-14 302
II-15. *U.S. General Services Administration - Lease Amendments - Wichita Dwight D. Eisenhower National Airport.
Agenda Report No. II-15 303
GSA Lease 032 304
GSA Lease 36 combined 306
II-16. *WAA Report of Bids and Contracts dated August 31, 2015.
Agenda Report No. II-16 309

REVISED
ADDITION OF WAA BOARD OF BIDS, ITEM II-16

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. September 1, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on August 25, 2015

AWARDS AND PROCLAMATIONS

-- Proclamations:

Real Health Awareness Month
Homeless Shelter Awareness Month
Attendance Awareness Month

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city clerk prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

II. CONSENT AGENDA ITEMS 1 THROUGH 16

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 BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Public Hearing on the Establishment of the Kellogg and Ridge Community Improvement District. (District IV)

   RECOMMENDED ACTION: Close the public hearing and place on first reading the ordinance establishing a community improvement district for the Kellogg and Ridge CID.

2. Four Mile Creek Water Quality Reclamation Facility Improvements – Phase II. (District II)

   RECOMMENDED ACTION: Approve the revised budget, adopt the amending resolution, approve the supplemental agreement, authorize the necessary signatures, and authorize the signing of encroachment and utility agreements as required.

3. Substantial Amendment to the 2015-2016 Second Program Year Action Plan.

   RECOMMENDED ACTION: Open a 30-day public comment period for the substantial amendment to the 2015-2016 Second Program Year Action Plan.

4. Cadillac Lake, LLC Development Agreement and Future Park Site. (District V)

   RECOMMENDED ACTION: Approve the Development Agreement, initiate the Project, approve the Bonding Resolution and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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.

V. NON-CONSENT PLANNING AGENDA

1. CUP2015-00015 and ZON2015-00029 – Creation of the Estancia Commercial Community Unit Plan DP-337 and Zone Change From the Limited Commercial and SF-5 Single-Family Residential (Originally SF-20 Single-Family Residential) Districts to the SF-5 Single-Family, Limited Commercial and General Commercial Zoning Districts. (District V)

   RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the requested zone change and CUP DP-337 subject to platting within one year of approval, withhold publication of the ordinance enacting the zone change until the plat is recorded (simple majority of four votes); 2) Deny the application by making alternate findings (two-thirds majority of five votes); or 3) Return the application to the MAPC for further consideration (simple majority of four votes).

2. ZON2015-00027 - City Zone Change from Planned Unit Development to General Office on Property Located East of Hillside Avenue, North of Douglas Avenue, East of Rutan Avenue on the South Side of Victor Place. (District I)

   RECOMMENDED ACTION: 1) Concur with the findings of the MAPC to deny the zoning and adopt the findings of the MAPC (requires 4 votes), or 2) Approve the zoning based on the findings contained in the MAPC staff report and override the MAPC's recommendation and protests (requires six votes to override the protests) and withhold the publication of the ordinance subject to completing the provisions of the protective overlay, or 3) Return the zoning request to the MAPC for reconsideration (requires four votes).

HOUSING AGENDA

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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.

VII. NON-CONSENT AIRPORT AGENDA

None

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 16)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 31, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2015	(Consumption off Premises)
Rachael B Vegas	Target Store T-1944***	10800 East 21st North
Rachael B Vegas	Target Store T-1945***	2727 Maize Road

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

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

3. Preliminary Estimates:
   a. List of Preliminary Estimates.

   RECOMMENDED ACTION: Receive and file.

4. Consideration of Street Closures/Uses.
   a. Community Events - Carnegie Library Centennial Concerts at Heritage Square. (District I)
   b. Community Events - Midian Shriners Car Show and Swap Meet. (District VI)
   c. Community Events - Walk to End Alzheimer's. (Districts I, IV and VI)
   d. Community Events - Kidzcope Good Grief 5K. (District II)
   e. Community Events - Race for Freedom. (District VI)
   f. Community Events - Earn Your Stripes 5K. (District II)
   g. Community Events - Air Capital Quarter Marathon and 5K. (District V)

   RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

5. Agreements/Contracts:
   a. North Industrial Corridor Site Source Areas – Pilot Tests and Investigations – Professional Services Contract. (Districts I and VI)
   b. Supplemental Agreement No. 1 for Kellogg and I-235 Interchange. (District IV)

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

6. Minutes of Advisory Boards/Commissions

   Board of Electrical Appeals, July 14, 2015
   Transit Advisory Board, July 17, 2015

   RECOMMENDED ACTION: Receive and file.

7. Contract for Applicant Tracking Services.

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

8. Emergency Stormwater Main Repairs. (District VI)

   RECOMMENDED ACTION: Ratify the City Manager's emergency approval of the repairs, approve the budget adjustment, and authorize the necessary signatures.

9. Notice of Intent to Use Debt Financing - Runway Repairs - Colonel James Jabara Airport.

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

10. Ordinance for Intelligent Transportation System.

    RECOMMENDED ACTION: Place the ordinance on first reading and authorize the necessary signatures.

11. Second Reading Ordinances: (First Read August 25, 2015)

    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.

12. *SUB2015-00017 -- Plat of Cadillac Lake Addition Located on the Southeast Corner of Maize Road and 29th Street North. (District V)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

13. *Air Capital Terminal 3 (ACT 3) - Supplemental Agreement No. 25, Terminal Design Amendments - Wichita Dwight D. Eisenhower National Airport.

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

14. *Runway Repairs - Colonel James Jabara Airport.

    RECOMMENDED ACTION: Approve the project budget.

15. *U.S. General Services Administration - Lease Amendments - Wichita Dwight D. Eisenhower National Airport.

    RECOMMENDED ACTION: Approve the lease amendments and authorize the Director of Airports to sign all necessary documents.

16. *WAA Report of Bids and Contracts dated August 31, 2015.

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

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Public Hearing on the Establishment of the Kellogg and Ridge Community Improvement District (District IV)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Close the public hearing and place the ordinance on first reading.

Background: On June 9, 2015, the City Council accepted a petition from Natman Real Estate International, LLC requesting the creation of a Community Improvement District (CID) for the redevelopment of property near the northwest corner of the intersection of Kellogg and Ridge Road, to be called the Kellogg and Ridge CID. At the time the Council accepted the petition, the City Council adopted a resolution stating its intent to consider the establishment of the proposed CID and setting a public hearing for July 7, 2015.

The CID statute requires that the resolution setting the public hearing be published twice in the local paper. Publication of the resolution setting the July 7 public hearing only occurred once. On August 11, 2015, the City Council adopted a new resolution setting September 1, 2015 as a date for the public hearing and directing staff to publish the resolution twice.

Analysis: The CID will allow for the demolition of the vacant hotel and restaurant. The owner, along with a hotel developer, will remove the existing structures and construct a new hotel on the property. Additional retail will be developed along the frontage. The estimated total cost of the project is $16,800,000, a portion of which will be paid by CID. The petition also lists infrastructure, site improvements, parking and landscaping for CID reimbursement. The maximum eligible amount for reimbursement by CID identified in the petition is $8,847,000 based on 125% of the projected tax revenue. The proposed amount of Community Improvement District sales tax for the district is two percent (2%) which will be distributed on a pay-as-you-go basis for up to 22 years.

The property has a current value of $1,200,000 and generates $32,847.53 per year in real estate taxes. The new hotel is anticipated to have a value of $6,000,000, which would generate $176,047.50 per year in taxes.

A table identifying the project sources and uses is provided below: The project includes $1,000,000 in land acquisition that is not eligible under the City policy.

Sources		Uses	
CID Revenue	8,847,000	Demolition	250,000
Developer Equity	3,086,000	Site Improvements	750,000
Financing	4,867,000	Hotel Construction	6,000,000
		Retail Construction	6,000,000
		Contingency	2,800,000
		Land Acquisition	1,000,000
	$16,800,000		**$16,800,000**

Public Purpose Statement: The public purpose of the project is to provide new economic activity in the City through removal of dilapidated and blighted property and development of a new hotel and retail on the west side of Wichita, near the Wichita Dwight D. Eisenhower National Airport.

Upon adoption of the Ordinance, the City will have created the improvement district and authorized the imposition of a two percent (2%) sales tax to pay for eligible costs as identified in the development agreement. The CID sales tax will start to be collected July 1, 2018, following the delivery of a certified copy of the Ordinance to the Kansas Department of Revenue.

Financial Considerations: The developer has requested pay-as-you-go financing; therefore the City will not issue debt for this project. Proceeds will be held by the City and disbursed pursuant to the development agreement. The City will withhold five percent (5%) of the CID revenues distributed by the State as an administrative service fee, after giving credit for the application fee, and disburse the balance of the CID proceeds to the developer until the maximum amount identified in the petition ($8,847,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

Legal Considerations: Copies of the resolution setting the public hearing were mailed to all owners and occupants of property in the district and published twice in the City's official newspaper according to state law. The ordinance has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council close the public hearing and place on first reading the ordinance establishing a community improvement district for the Kellogg and Ridge CID.

Attachments: Ordinance establishing the Kellogg and Ridge CID.

PUBLISHED IN THE WICHITA EAGLE ON SEPTEMBER 11, 2015

Ordinance No. 50-072

AN ORDINANCE OF THE CITY OF WICHITA ESTABLISHING THE KELLOGG AND RIDGE COMMUNITY IMPROVEMENT DISTRICT; AUTHORIZING THE MAKING OF CERTAIN PROJECT IMPROVEMENTS RELATING THERETO; APPROVING THE ESTIMATED COSTS OF SUCH PROJECT IMPROVEMENTS; LEVYING A 2.00% CID SALES TAX AND PROVIDING FOR THE METHOD OF FINANCING THE SAME.

WHEREAS, the provisions of K.S.A. 12-6a26, as amended, (the "CID Act") set forth the procedure for the establishment of a Community Improvement District ("CID"); and

WHEREAS, a petition (the "Petition") was filed with the City Clerk of the City proposing the creation of a community improvement district pursuant to the Act (the "Kellogg and Ridge CID"), the completion of a project relating thereto as more particularly described on **Exhibit A** attached hereto (the "CID Project"), and the imposition of a CID Sales Tax in order to pay the costs of the CID Project; and

WHEREAS, the Petition was signed by the owners of all of the land area within the proposed Kellogg and Ridge CID; and

WHEREAS, the CID Act provides that prior to creating any CID, the Governing Body shall, by resolution, direct and order a public hearing on the advisability of creation of such CID and the construction and expenditure of costs of community improvement district projects relating thereto, and give notice of the hearing by publication once each week for two consecutive weeks in the official City newspaper, the second publication to be at least seven days prior to the hearing, and by the mailing of notice to the owners of property within the proposed CID; and

WHEREAS, the Governing Body of the City adopted Resolution No. R-15-242 (the "Resolution") on August 11, 2015, directing that a public hearing on the proposed Kellogg and Ridge CID be held September 1, 2015, and requiring that the City Clerk provide for notice of such public hearing as set forth in the Act; and

WHEREAS; the Resolution was published once each week for two consecutive weeks in the newspaper and notice of the hearing was given to all property owners within the proposed CID as required by the CID Act; and

WHEREAS, the CID Act further authorizes the City, in order to pay the costs of such projects, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a CID in any increment of .10% or .25% not to exceed 2.0% and to reimburse the costs of community improvement district projects from community improvement district sales tax; and

WHEREAS, on September 1, 2015, the Governing Body of the City conducted a public hearing on the proposed "Kellogg and Ridge CID", the proposed community improvement district projects related thereto, the method of financing the same and the imposition of a community improvement district sales tax; and

WHEREAS, the Governing Body of the City hereby finds and determines it to be advisable to create the Kellogg and Ridge CID and set forth the boundaries thereof, authorize CID Project relating thereto, approve the maximum costs of such community improvement district projects, approve the method of financing the same and impose the community improvement district sales tax, all in accordance with the provisions of the CID Act;

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

Section 1. **Creation of the Kellogg and Ridge CID District**. The Governing Body hereby finds and determines that the Petition is sufficient and that all notices required to be given under the CID Act were given in accordance with the CID Act. The Governing Body hereby finds and determines it is advisable to create the Kellogg and Ridge CID within the City and approve the boundaries thereof, and, as such, hereby creates Kellogg and Ridge CID and approves the boundaries thereof. A legal description of the property within the Kellogg and Ridge CID is set forth in **Exhibit B** attached hereto and incorporated by reference. A map generally outlining the boundaries of the Kellogg and Ridge CID is attached hereto as **Exhibit C** and incorporated herein by reference.

Section 2. **Authorization of CID Project.** The Governing Body hereby finds and determines that it is advisable to authorize the CID Project described on the attached **Exhibit A**, incorporated herein by reference, (the "CID Project") within the Kellogg and Ridge CID and as such authorizes the CID Project. Land acquisition and capital costs incurred earlier than one year prior to City Council action initiating the establishment of the Kellogg and Ridge CID are not eligible expenses per the City of Wichita CID Policy and Development Agreement adopted in relation to the CID Project.

Section 3. Maximum Cost. The maximum cost of the CID Project to be funded by the Kellogg and Ridge CID, exclusive of administrative fees and costs to be paid to the State of Kansas and to the City plus the cost of interest on borrowed money, is $8,847,000.

Section 4. Method of Financing. The CID Project will be financed on a pay-as-you-go basis from revenues received from the imposition of a community improvement district sales tax in the amount of two percent (2%) (the "CID Sales Tax") on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the provisions of the Kansas retailers' sales tax act within the Kellogg and Ridge CID. There will be no special assessments levied pursuant to the CID Act within the boundaries of the Kellogg and Ridge CID. There will be no bonds issued pursuant to the CID Act.

Section 5. **Imposition of the Community Improvement District Sales Tax.** In order to provide for the payment of costs of the CID Project on a pay-as-you-go basis, the Governing Body hereby imposes the CID Sales Tax within the Kellogg and Ridge CID in an amount of two percent (2%) on the selling of tangible personal property at retail or rendering or furnishing services taxable pursuant to the Kansas retailers' sales tax act within the Kellogg and Ridge CID, with such CID Sales Tax to commence on July 1, 2018. Such notice shall include submittal by the City of a certified copy of the ordinance to the KDOR following publication of the ordinance. Such CID Sales Tax shall remain in effect for the maximum period provided for in the CID Act, or such period as may be required for payment from CID Sales Tax revenues of the maximum amount of costs approved for CID Project in Section 3, above, whichever is the lesser period.

Section 6. Collection of the Sales Tax. The collection of the CID Sales Tax shall be made in the manner presented in the CID Act.

Section 7. **Segregation of the Sales Tax Revenues.** All revenues derived from the collection of the CID Sales Tax shall be deposited into a special fund of the City to be designated as the Kellogg and Ridge CID Sales Tax Revenue Fund. Such revenues shall be used to pay the costs of the CID Project on a pay-as-you-go basis and related expenses, including administrative fees and reimbursement to be paid to the State of Kansas and to the City.

Section 8. Effective Date. This Ordinance shall take effect from and after its passage by the Governing Body, and its publication once in the official newspaper of the City.

ADOPTED at Wichita, Kansas, this 8th day of September, 2015.

ATTEST:

_____ _____

Karen Sublett, City Clerk Jeff Longwell, Mayor

Approved as to Form:

_____

Jennifer Magaña, City Attorney and Director of Law

EXHIBIT A

CID PROJECT

General Nature: That the general nature of the proposed community improvement district ("CID") project, the Kellogg and Ridge CID (**"Project"**), is to finance the construction, maintenance, and procurement of certain improvements, costs, and services within the district, including, but not limited to: demolition of existing structures, infrastructure related items, streets, sidewalks, parking lots and facilities, buildings, facilities, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the district, marketing, advertisement and economic development, cleaning and maintenance, special assessments for certain improvements, and the City's and the developer's financing costs (if any) as well as the City's and the developer's administrative and operating costs in establishing and maintaining the District and any other items permitted to be financed within the district under the Act, but limited by the City of Wichita CID Policy and Community Improvement District Development Agreement for Kellogg and Ridge.

EXHIBIT B

LEGAL DESCRIPTION

Lot 8 Block B Ridge Plaza 8 Addition to Wichita, Sedgwick County, Kansas

EXHIBIT C

W TAFT ST
7515
7525
S HOLLAND LN
600
620
S EISENHOWER AIRPORT PKY
S EISENHOWER AIRPORT PKY
W KELLOGG DR
W KELLOGG DR

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Four Mile Creek Water Quality Reclamation Facility Improvements – Phase II (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the supplemental agreement and revised budget, and adopt the amending resolution.

Background: The Four Mile Creek (FMC) Water Quality Reclamation Facility (WQRF) and supporting collection system were acquired from Sedgwick County in April of 2001. The plant is designed to treat up to 3.0 million gallons a day (MGD) of wastewater, with current inflow approaching that number. The FMC Phase I concept design initiated by the City Council on June 3, 2014, and completed December 31, 2014, determined that the plant's maximum design capacity for flow could be exceeded before the year 2020, based on projected growth rates.

Analysis: The capacity concerns are substantiated by the construction occurring today within the Four Mile Creek drainage basin. This includes a new Southeast High School opening in fall of 2016 with 1,800 students plus faculty and staff, a new LifeChurch TV at the intersection of 127th East and Central, and Portofino Apartments, a new 278 -unit complex at the intersection of 127th East and Central.

Recommended improvements to the plant include a phased approach that will meet projected flow requirements by 2019 and set the plant up for sequential expansions to account for additional growth into the future. These improvements will increase the total average capacity to 6.0 MGD and provide upgraded facilities and treatment processes to meet current standards.

Staff recommends that final design be completed in the next year and construction started in 2016 to ensure that future flow demands and environmental requirements are met.

Financial Consideration: The concept design fee was $239,000. The cost of the additional services in the supplemental agreement is $4,785,840, which brings the total design fee to $5,024,840. The new fee will provide for final design and construction oversight services.

The Adopted 2015-2024 Capital Improvement Program allots $21,000,000 towards this project: $3,150,000 in 2015; $8,925,000 in 2016; and $8,925,000 in 2017. On June 4, 2014, $1,500,000 of the $21,000,000 was approved by the City Council for concept design development, leaving an uninitiated budget of $19,500,000. Staff recommends initiating an additional $4,000,000 at this time for final design and staff oversight, bringing the current budget to $5,500,000.

The costs for this project are included in the Public Works & Utilities Cost of Service Analysis, which considers future rate increases. The project will be funded by future revenue bonds or sewer utility cash reserves. If bonds are issued, there will be an additional 8% added for bond reserves and financing costs.

Legal Considerations: The amending resolution and supplemental agreement have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the revised budget, adopt the amending resolution, approve the supplemental agreement, authorize the necessary signatures, and authorize the signing of encroachment and utility agreements as required.

Attachments: Amending resolution, amending notice of intent and supplemental agreement.

Project Request

◉ CIP ◯ Non-CIP CIP YEAR: 2015 CIP #: 15

☐ NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 18 Public Works & Utilities DIVISION: Sewer Maintenance RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #:

FUND: 533 Sewer Construction

COUNCIL DISTRICT: 02 Council District 2 DATE COUNCIL APPROVED: REQUEST DATE:

PROJECT # : 654008 PROJECT TITLE: Four Mile Creek Plant Improvements S-37

PROJECT DETAIL # : 010000 PROJECT DETAIL DESCRIPTION: Four Mile Creek sanitary sewer improvements

OCA # : 624119 OCA TITLE: S-037 Four Mile Plant Improvements

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

PROJECT MANAGER: Rebecca Lewis PHONE #: 303-8702

◯ NEW BUDGET ◉ REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9725 revenue Bonds	$1,500,000.00	$4,000,000.00	$5,500,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$1,500,000.00	$4,000,000.00	$5,500,000.00

Expense Object Level 3			
2999 Contractuals	$1,500,000.00	$4,000,000.00	$5,500,000.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
	$0.00	$0.00	$0.00
Total Expense:	$1,500,000.00	$4,000,000.00	$5,500,000.00

NOTES:

Print Form

SIGNATURES REQUIRED

DIVISION HEAD: DATE: 08/25/15

DEPARTMENT HEAD: DATE: 8/25/15

BUDGET OFFICER: DATE:

CITY MANAGER: DATE:

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED June 3, 2014

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

CH2M HILL Engineers, Inc.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated June 3, 2014) between the two parties covering engineering services to be provided by the ENGINEER for Four Mile Creek Expansion Design Phase I.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to perform and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended in the Supplemental Scope of Services (Attachment 1 – Scope of Services).

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

The total of all payments for this Supplemental Agreement No. 1 shall not exceed $4,785,839.90, per the attached compensation and labor rate table amended in the Supplemental Compensation (Attachment 2 – Compensation).

C. COMPLETION
The time period for the performance of ENGINEER's services for this Supplemental Agreement No. 1 is hereby amended in the Supplemental Project Schedule (Attachment 3 – Project Schedule).

D. PROVISIONS OF THE ORIGINAL CONTRACT
The parties hereunto mutually agree that all provisions and requirements of the original Contract, not specifically modified by this Supplemental Agreement No. 1, are hereby ratified and confirmed.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement No. 1 as of this ,2015.

BY ACTION OF THE CITY COUNCIL

Jeff Longwell, City Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer L. Magana, City Attorney
and Director of Law

CH2M HILL Engineers, Inc.

Karen Heffern Business Vice President
(Name and Title)

ATTEST:

CH2M HILL ENGINEERS, INC. CORPORATE SEAL DELAWARE

Supplemental Agreement No.1, Attachment 1 – Scope of Services for Four Mile Creek Expansion Design Phase II

CH2M HILL Engineers, Inc. (ENGINEER) appreciates the opportunity to offer the City of Wichita (CITY) services to design the treatment upgrades and expansion of the Four Mile Creek Water Reclamation Facility (Plant 4) to expand the facilities overall treatment capacity from 3 million gallons per day (MGD) to 6 MGD. This Attachment 1 – Scope of Work describes the services to be rendered by ENGINEER for the new facilities and treatment components at Plant 4 as outlined in the Four Mile Creek Expansion Design Phase I Final Report dated January 16, 2015 and shown below:

- New influent pumping using existing pump station for wet weather holding
- New fine screening and expanding existing grit removal
- Parallel existing biological treatment system with two additional clarifiers
- New ultraviolet disinfection system eliminating need for chlorination
- New outfall line and reaeration cascade
- Design to accommodate future tertiary treatment
- New rotary drum thickener and upgrade aerobic digestion system
- Implement the existing centrifuge for solids dewatering from the Aquifer, Storage and Recovery (ASR) project
- Update electrical and control systems to accommodate treatment expansion

Design Phase Work Approach

The project design work will be carried out using a phased design delivery approach to provide a logical and progressive completion of the design work. The design tasks, as described below, will be carried out sequentially. Each task will include a specific list of work products and deliverables, which are identified in the individual sections. Design review workshops will be conducted with the CITY's personnel, key individuals from the ENGINEER's project team and others as needed; the design review workshops will be conducted at critical design milestones as identified in the following section.

Task 1.0: Project Management

The purpose of this task is to establish and maintain effective communication and project scope, schedule, and budget control throughout the duration of the design of the project.

Subtask 1.1: Project Management Plan

The purpose of this task is to prepare the detailed project management plan that will be used during the execution of this project work. Specific elements of the plan will include:

- Project Instructions: Define CITY and ENGINEER project organization, communication, project cost control procedures, document control, health and safety considerations, change management and other project management requirements.
- CAD/CAE Standards: Define CAD/CAE software standards, graphic standards, file naming conventions and standards, revision/iteration control and other graphic standards.
- Quality Management Plan: ENGINEER will use its standard continuous quality control process. The QMP will define the quality control process as customized for this project.
- Project Health and Safety Plan: ENGINEER will develop a health and safety plan to apply to all employees working on this project. It will address safety in the office and during site visits and include specific requirements by the CITY.

Subtask 1.2: Project Oversight, Reporting and Invoicing

The purpose of this task is to identify the schedule and plan for providing project management oversight, reporting and invoicing during the execution of this project work. Specific elements will include:

- Plan, coordinate and oversee design team activities.
- Participate in monthly coordination meetings with CITY Engineer or designated CITY Project Manager.
- Prepare monthly progress reports and invoices for submittal to CITY Engineer or designated CITY Project Manager.
- Subconsultant agreement and administration. Two subconsultant agreements are anticipated to be executed and administered for survey and geotechnical work.

Task 2: Project Definition Phase

The primary purpose of the project definition phase is to allow the project design team to become familiar with the project design criteria as established in the Four Mile Creek Expansion Design Phase 1 Final Report dated January 16, 2015. Additional subtasks will include a project kick-off meeting, project planning, and review of CITY objectives, standards and preferences.

Subtask 2.1: Define CITY Objectives, Standards and Preferences

The purpose of this task is to define the CITY's objectives and success factors for the project and to document the CITY's institutional standards as they pertain to this work. ENGINEER will conduct a half-day kick-off workshop with key CITY's personnel and other stakeholders to obtain the pertinent information. Project objectives and standards in the following areas will be considered:

- Project objectives: Discussion of the overall purpose for this project so that all participants have the same understanding. The CITY will define for the project team what will make this a successful project from their perspective.
- Communications procedures: Joint definition of the verbal and written communications practices and procedures.

- CITY design criteria standards and preferences: Identify any CITY standards for design criteria or standard products. Discuss CITY preferred equipment types, suppliers and vendors.
- Graphic standards: Standard drawing size/border, standard symbols/legends, CAD software standards (including software versions), requirements for electronic deliverables, standards/preferences for P&IDs, process flow stream IDs etc.
- Procurement policies: Bidding/procurement requirements, sole source restrictions, existing master agreement for the purchase of materials, and equipment.
- Labor standards and policies: Design provisions for staff/visitors with accessibility limitations, existing noise restrictions, existing labor union restrictions, site security requirements, parking requirements etc.
- Equipment and materials: Preferences on indoor versus outdoor locations for equipment, HVAC preferences (natural gas vs. electric heat, A/C requirements, etc.), preferred equipment types and suppliers, local control/local disconnect preferences (lockable MCCs versus local disconnect switches), preferences regarding the use of adjustable frequency drives etc.

Subtask 2.2: Define External Constraints and Standards

The purpose of this task is to define the external standards and criteria that influence the project design work. The standards and criteria in the following areas will be considered:

- Regulatory Agencies: Define the regulatory agencies with jurisdiction for this project and specific contact people. List known permits required for construction and operation.
- Civil: Identify local stormwater control agency, document restrictions as they pertain to the proposed project, define permitting requirements; identify local public work standards as they pertain to roads, stormwater, sewer etc.; local restriction regarding dust control, demolition, construction traffic/noise, excess earthwork disposal, existing floodplain restrictions, etc.
- Structural/Architectural/Mechanical: Identify local permitting agency, obtain current local design codes and standards that are in effect, define permitting requirements.
- Electrical/I&C: Define redundancy requirements, identify primary contact at local utility.

Subtask 2.3: Define Process Functional Requirements

The purpose of this task is to confirm the treatment process required based on the Four Mile Creek Expansion Design Phase 1 Final Report dated January 16, 2015.

Issues and criteria to be defined and considered in the selection of treatment processes will include:

- Regulatory requirements for effluent quality and biosolids
- Design flow rates
- Raw water characteristics

- Initial and build-out plant capacity
- Effluent and biosolids reuse or disposal options
- Treatment requirements
- Other process related issues
- General process control strategy

Unit treatment processes and ancillary systems will be selected based on the above information. Review concepts, selection and draft work products with and seek approval from quality control reviewer.

Subtask 2.4: Develop Existing Facility CAD Models

The purpose of this task is to develop CAD models of the existing facility from available record drawings. Models may include:

- Treatment Process and Piping
- Architectural/Structural
- Mechanical Systems
- Electrical Systems

Task 3: Schematic Design Phase

The purpose of this task is to use the data and guidelines developed in the Project Definition Phase to develop a single design concept. The end products from this task will include sketches and preliminary drawings which will provide sufficient information for CITY and agency review and design team coordination and review. ENGINEER will conduct a one-day interactive workshop in Wichita with the CITY's personnel prior to the conclusion of this task. Specific work activities and deliverables from this task are as identified below.

Subtask 3.1: Civil and Site Development

Schematic design work for civil will include the following activities.

- Confirm adequacy of topographical and boundary mapping. Evaluate legal, ownership, permitting and zoning constraints. Identify environmentally sensitive areas such as wetlands, flood plains, known hazardous waste areas, etc.

- Develop a plant site layout including activities such as: (1) determine structure size, location, and orientation; (2) layout roadways/truck access corridors and define maneuvering requirements (design vehicle); (3) size and locate parking lots for employees and visitors to the facility; (4) determine emergency vehicle access requirements. (4) evaluate flood plain impacts and constraints; (5) locate storm water management facilities. (6) locate utility and piping corridors (horizontal and vertical).

- Coordinate with surveyors; define surveyors' scope of work; coordinate with geotechnical engineer on boring locations; record boring locations on site drawings.

- Set preliminary finished floor levels for new structures. Establish preliminary finished grades; overall major surfaces, road profiles, etc. Iterate preliminary surfaces and structures to optimize earthwork if necessary.

- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.2: Architectural

Schematic design work for architectural will include the following activities:

- Perform a code review of existing facilities that require retrofit/rehabilitation to identify areas where the existing facilities do not meet current codes. Develop a plan to bring existing facilities into code compliance where necessary.
- Establish preliminary room sizes. Identify the adjacencies and functional requirements of each space. Establish architectural theme for exterior of building. Select interior and exterior construction materials for each building. Select roof type, slope, and roof support system for each building.
- Assign code classification to each building. Meet with local code official to review code classifications.
- Compile list of chemicals and amounts to be used. Coordinate with other disciplines (mechanical and electrical) to resolve code compliance issues specific to these disciplines (e.g., National Electrical Code and National Fire Protection Association 820 issues).
- Prepare preliminary building layouts (hand sketches including plans, sections, and elevations).
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.3: Structural

Schematic design work for structural will include the following activities.

- Coordinate with architectural discipline on the selection of building concepts. Consult with lead process engineer on building/structure layouts.
- Develop building foundation and structure concepts based on schematic building layouts.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.4: Geotechnical

Schematic design work for geotechnical will include the following:

- Determine site specific geotechnical conditions for each facility and structure. Develop specific foundation requirements.
- Verify constructability (shoring and bracing requirements, dewatering issues).
- Using existing geotechnical data and results of investigations, prepare foundation and corrosion control recommendations.

- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.5: Process

Schematic design work for process will include the following:

- Determine size/capacity of unit treatment processes and ancillary systems.
- Prepare process flow diagrams (PFDs).
- Prepare preliminary solids balance.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.6: Mechanical

Schematic design work for mechanical will include the following:

- Select and size major process equipment including pumps. Prepare sizing calculations and obtain review. Establish level of redundancy required for process equipment.
- Prepare equipment list with sizing for major equipment. Coordinate with the CITY on preferences of equipment manufacturer and processes.
- Prepare preliminary layouts for equipment arrangements.
- Prepare preliminary hydraulic profile.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.7: HVAC/Plumbing

Schematic design work for HVAC and plumbing will include the following.

- Select type of ventilation system to be used in process buildings (inlet air tempered with both inlet and outlet fans, simple exhaust fan system).
- Select type of heating system to be used (hot water boiler, hot air furnace, space heaters). Identify fuel (gas, oil, or other fuel) for heating buildings and identify local fuel storage requirements.
- Select type of air conditioning system to be used in personnel spaces (variable air volume system, zoned constant air volume system).
- Coordinate with the architectural discipline to establish design R-values for exterior walls.
- Coordinate with local fire marshal and Architect to determine requirements for sprinklers and fire protection.
- Determine overall potable water requirements for the project. Confirm adequate quantity and pressure can be obtained from the local potable water supply utility.

- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.8: Instrumentation and Control Systems (I&CS)

Schematic design work for the instrumentation and control will include the following activities.

- Coordinate with the process engineer(s) to prepare a process flow drawing (PFD) for each treatment process. Information to be included on each PFD includes at a minimum: Process configuration, flow streams, valve and gate locations (manual and powered), chemical additions points/types, process equipment location/type including packaged control panels and adjustable-speed drives, flow meters and other process control devices.
- Develop equipment/instrument tag numbering, naming, and abbreviation conventions.
- Work with Process Engineer to prepare written operational description of each major process.
- Develop overall control philosophy including local control approach, control system, level of automation, supervisory control.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.9: Electrical

Schematic design work for electrical will include the following.

- Prepare preliminary overall one-line diagram for proposed facilities.
- Prepare preliminary load calculations.
- Size electrical rooms.
- Determine number of electrical feeds to be provided to facility. Coordinate with local power utility to determine locations of power feeds, voltage, billing details (peak usage rates), requirements for reduced voltage starters, substation requirements
- Determine redundancy requirements for power supplies and power distribution.
- Establish preferred voltages for power distribution and utilization equipment.
- Coordinate with other disciplines (architectural, mechanical) to resolve code compliance issues specific to these disciplines. Develop preliminary schedule of hazardous and corrosive locations.
- Review concepts and draft work products with and seek approval from quality control reviewer.

Subtask 3.10: Schematic Design Workshop

ENGINEER will conduct a one-day workshop with the CITY's personnel to review the work products (documents and preliminary drawings) from subtasks 2.1 through 2.9 as defined above. The workshop will be held in ENGINEER's Wichita office or at a CITY office location.

Final minutes from the workshop, and the work products as defined above will be assembled in the Schematic design report and submitted to the CITY.

Task 4: Design Development Phase

The purpose of this task is to utilize the conceptual decisions of the project that were made in the previous phase and to complete and finalize the preliminary calculations of the previous phase, develop the project design to achieve a true "design freeze" at the conclusion of this phase. Structures, equipment, major plant piping, process, site plan are finalized during this phase to allow final detailing of the same in the next phase of design. Drawings and other materials that may be required exhibits for environmental permit applications will be available at the conclusion of this phase. The majority of the quality control review and approval will occur prior to the finalization of the work products from design development phase. Specific activities, and work products from this phase are described in the following subtasks:

Subtask 4.1: Design Management

- Update workplan.
- Conduct initial constructability review.
- Conduct initial operability review.
- Update construction cost estimate.

Subtask 4.2: Civil and Site Development

- Freeze civil design concept. Structures, road, and major site element horizontal locations are finalized. Structure floor/control levels, and finished grades are finalized.
- Define demolition requirements and limits. Define contractor staging, storage, access, and off-site access corridors.
- Prepare preliminary site grading drawings.
- Download survey data to create site-drawing files for final design.
- Set final building and structure elevations.
- Develop preliminary yard piping (18-inches and larger) and plant drain layouts. Identify corridors for smaller piping and other utilities. Pipes 4-inches and smaller in diameter will be field routed.
- Show storm water control concepts (swales, curb, and gutter) on the design development drawings.
- Finalize traffic flow, parking, and lay out road access to all buildings and structures. Coordinate handicap requirements with architectural discipline and local site plan regulations.
- Prepare first draft of technical specifications.

- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.3: Architectural

- Develop 3-D electronic models or building floor plans and elevations for buildings.
- Coordinate with I&C and electrical disciplines to size and locate electrical and control rooms.
- Coordinate with the mechanical discipline to select the type of HVAC equipment, locate HVAC equipment rooms, determine space requirements and routing for ductwork if required, and establish design R-values for exterior walls.
- Coordinate with structural engineer to define the structural design concepts for the facilities.
- Establish applicable codes for buildings/structures with local code officials and fire marshal. Complete building and fire code analysis. Meet with local code official to review floor plans.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.4: Structural

- Coordinate with geotechnical engineer to establish foundation design criteria for proposed facilities. Review geotechnical report and discuss foundation design approach with geotechnical engineer and senior structural reviewer
- Document structural design concept for each building (room by room) and structure. Finalize materials of construction (cast-in-place versus precast concrete, roof structures, etc.).
- Preliminary framing plan for buildings and other structures.
- Prepare 3-D electronic models or preliminary floor plan for major structures.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.5: Process

- Final major equipment sizing calculations.
- Coordinate with I&C on completion of P&IDs.
- Coordinate with I&C on development of process control narratives.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.6: Mechanical

- Calculate the hydraulic profile for major gravity process pipelines and hydraulic structures. Establish maximum and minimum water surface elevations for process tanks.
- Prepare 3-D electronic models or building and structure layouts (plans and major section(s)).
- Assemble catalog cuts for major process equipment. Complete equipment data sheets or equipment list on major equipment items.
- Coordinate with I&C in the finalization of P&IDs
- Final ancillary equipment sizing and line sizing calculations.
- Final equipment selection (type, size, weight, arrangement).
- Select piping materials.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.7: HVAC/Plumbing

- Prepare sizing calculations for HVAC equipment based on energy code requirements and selected building construction materials. Prepare HVAC equipment data sheets and cut sheets.
- Create ventilation concept drawing (louver locations, fan locations, type of equipment, air flows).
- Identify routing or right-of-way for major duct runs. Locate major air handling equipment. Confirm size of mechanical equipment rooms.
- Prepare HVAC system block diagrams. Define HVAC system control philosophy.
- Coordinate with civil engineer for potable water and fire water supply and distribution, as well as plant drain system.
- Prepare first draft of technical specifications including performance specifications for HVAC and plumbing design by the contractor.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.8: Instrumentation and Control

- Finalize hand annotated internal reference P&IDs for internal coordination use.
- Prepare preliminary I/O count. Size and locate I/O locations for distributed control systems (DCS). Coordinate I/O rack room sizing with electrical and architectural disciplines.

- Summarize I&C system design philosophy for each major process in a process control narrative. Include a description of the field elements to be used for each application and preliminary set points for major I&C elements. Update/finalize control system block diagram. Finalize typical control diagrams/loop diagrams for each type of control scheme to be used.
- Coordinate with HVAC engineer regarding control system requirements.
- Define control interfaces for package systems with local controls, including adjustable frequency drives.
- Prepare first draft of technical specifications.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.9: Electrical

- Determine number of motor control centers (MCCs) to be provided and location of MCCs, and equipment to be powered out of each MCC. Prepare preliminary one-line diagrams for proposed facilities. Coordinate with lead process engineers to size equipment motors.
- Prepare detailed electrical load calculations.
- Size electrical rooms and prepare a preliminary layout of the major electrical equipment located in each electrical room. Determine equipment requiring uninterruptable power supplies (UPS) and locations of UPS equipment. Coordinate with I&C discipline to determine space requirements and locations for control equipment. Locate major I/O termination panels, TJB's, and control panels.
- Define/document requirements and concepts for special systems: Telephone (including incoming service location, scope of supply, etc.), Data highway (control system), Data highway (LAN, office automation) and Fire alarm system.
- Submit load calculations and one-lines to electric utility for review. Identify rights-of-way and routing methods for electrical conduit and tray. Lay out duct bank system (major runs/manholes). Locate incoming power service and primary power transformers. Coordinate with civil yard piping. Locate manholes and hand holes.
- Provide a new self-contained generator and integral fuel storage system for backup power for the new facilities, systems and components.
- Prepare preliminary site lighting layout.
- Define hazardous locations (NFPA 820) and document. Define corrosive locations and document.
- Prepare first draft of technical specifications including performance specifications for interior lighting design by the contractor.
- Review design development and draft work products with and seek approval from quality control reviewer.

Subtask 4.10: Design Development Workshop

ENGINEER will conduct a one day design workshop to review the work products with the CITY's personnel and other key project staff. The workshop will be held in ENGINEER's Wichita office or a CITY office location. The review drawings provided to the CITY will be extractions from 3-D models with limited annotation. Final workshop minutes, documenting the key decisions, and the work products produced through subtasks 3.1 through 3.9 above will be submitted to the CITY.

Task 5.0: Construction Document Preparation

The purpose of this task is to develop the final construction drawings, specifications, and schedules for competitive bidding. Key activities during this phase will include:

Subtask 5.1: Design Management

- Update workplan.
- Conduct final constructability review.
- Conduct final operability review.
- Purge project files of irrelevant and extraneous material. File relevant information.

Subtask 5.2: Contract Document Completion

- Finalize specification front-end documents, including General Conditions, General Requirements, bidding documents, bonds, and Instruction to Bidders. CITY input is required at this point to determine construction contract requirements and insurance requirements.
- Coordinate with CITY on advertising and bidding process.
- Prepare final construction drawings.
- Prepare final technical specifications.
- Prepare final calculations.
- Complete final checking and coordination review.

Subtask 5.3: Draft and Final Review Workshop

ENGINEER will conduct two one day workshops to conduct a draft and final review of the work products with the CITY's personnel and other key project staff. The CITY will prepare one set of collated comments for each workshop and submit them to ENGINEER. The workshop will be held in ENGINEER's Wichita office or a CITY office location. Draft and final workshop minutes, documenting the key decisions and responses to the CITY's comments will be submitted to the CITY.

Subtask 5.4.: Incorporation of Final Review Comments

ENGINEER will modify the contract documents to reflect the agreed upon final review comments from the CITY, applicable regulatory agencies and ENGINEER's quality control review team. The final documents will then be submitted to the CITY.

Design Phase Work Approach Assumptions

The following project assumptions are specific to the Design Phase Work Approach for this project. CITY may elect to request additional services from ENGINEER during the course of the project. The scope, schedule and fee for each additional service will be negotiated and approved by the CITY prior to ENGINEER beginning the associated work.

- ENGINEER's design delivery process will be employed including on-line CITY reviews. With the exception of the final review, the project team will not stop work during formal reviews of submittals.
- The design will be based on the federal, state, and local codes and standards in effect on the effective date of the authorization to proceed. Any changes in these codes may necessitate a change in scope.
- The design documents will be prepared for a single construction contract. The design documents will include add/deduct alternates for treatment processes as identified in the Four Mile Creek Expansion Design Phase I Final Report dated January 16, 2015. The design documents will not include pre-purchasing of equipment.
- Landscaping will be limited to seeding or sodding.
- Evaluation, upgrade or modifications of existing building or structures are not anticipated. The exception is for the upgrade of electrical motor control centers and the installation of the centrifuging dewatering system.
- Addition of enhanced control system technologies, such as security systems, cable TV systems, CCTV, asset management software, etc. are not included.
- Opinions of Cost, Financial Considerations, and Schedules: In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, ENGINEER makes no warranty that the CITY's actual Project costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.
- Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface

evaluations, changed or unanticipated underground conditions may occur that could affect total Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

- Client Furnished Data: CITY will provide to ENGINEER all data in CITY's possession relating to ENGINEER's services on the Project. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by CITY.
- Access to Facilities and Property: CITY will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CITY will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CITY's facilities as may be required in connection with ENGINEER's services.
- Asbestos or Hazardous Substances:
    - If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the Project to permit testing and evaluation.
    - If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.
    - If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.
    - CITY recognizes that ENGINEER assumes no risk and/or liability for a waste or hazardous waste site originated by other than ENGINEER.

Services During Construction (SDC) Work Approach

ENGINEER will provide Services during Construction (SDC) as defined below. These SDC are intended to assist the CITY to administer the contract for construction, monitor the performance of the construction Contractor, verify that the Contractor's work is in substantial compliance with the contract documents, and assist the CITY in responding to events that occur during the construction. These SDC are based upon the understanding that the CITY will contract directly with the Contractor and will be actively involved in the construction process to make decisions, provide approvals, and perform other actions necessary for the completion of the construction. These SDC are also based upon the CITY executing a contract for construction with the Contractor that is consistent with ENGINEER's Agreement and with these SDC, and which provides the requisite authority for ENGINEER to fulfill its SDC responsibilities.

ENGINEER's SDC are based upon the schedule or duration of construction anticipated at the time that these services are agreed. Deviations from the anticipated schedule or duration of construction will materially affect the scope of these SDC and ENGINEER's compensation for the SDC, and will require an adjustment to ENGINEER's compensation.

ENGINEER will not be responsible for the means, methods, techniques, sequences or procedures of the Contractor, nor shall ENGINEER be responsible for the Contractor's failure to perform in accordance with the contract documents.

Task 1.0: Project Management

The purpose of this task is to establish and maintain effective communication and project scope, schedule, and budget control throughout the duration of the construction of the project.

Subtask 1.1: Project Management Plan

The purpose of this task is to prepare the detailed project management plan that will used during the execution of this project work. Specific elements of the plan will include:

- Project Instructions: Define CITY and ENGINEER project organization, communication, project cost control procedures, document control, health and safety considerations, change management and other project management requirements.
- Quality Management Plan: ENGINEER will use its standard continuous quality control process. The QMP will define the quality control process as customized for this project.
- Project Health and Safety Plan: ENGINEER will develop a site specific health and safety plan to apply to all employees working on the construction phase of this project. It will address the construction site safety for ENGINEER's personnel and include specific requirements by the CITY.

Subtask 1.2: Project Oversight, Reporting and Invoicing

The purpose of this task is to identify the schedule and plan for providing project management oversight, reporting and invoicing during the construction phase of the project. Specific elements will include:

- Plan, coordinate and oversee construction and design team activities.

- Participate in construction coordination meetings with Contractor, CITY Engineer or designated CITY Project Manager.
- Prepare monthly progress reports and invoices for submittal to CITY Engineer or designated CITY Project Manager.

Task 2.0: Preconstruction Services (Bidding)

ENGINEER will provide services to assist the CITY in selection of a single Contractor for the construction of the project. These services will consist of the following.

Subtask 2.1: Pre-qualifying Bidders

ENGINEER will assist the CITY in developing a list of potential bidders or in pre-qualifying bidders. The list will be based upon the scope and schedule of the construction, surveys and questionnaires of the local construction community, statements of qualification and supporting documentation provided by potential bidders, and general investigation of the past performance of potential bidders. ENGINEER will provide the results of its investigation and its recommendations along with the proposed list of potential or pre-qualified bidders. The CITY will make the final decision on the list of pre-qualified bidders.

Subtask 2.2: Administration of Project Advertisement

ENGINEER will assist the CITY in preparing and placing advertisements and notices announcing or soliciting bids for the construction of the project. ENGINEER will agree with the CITY on the number and range of distribution of the advertisements and notices. The CITY will pay directly for all advertisements and notices.

Subtask 2.3: Preparation and Delivery of Bid Documents

ENGINEER will assist the CITY in assembling the Bid Documents and delivering the bid documents to prospective bidders. ENGINEER will maintain a list of prospective bidders receiving the Bid Documents.

Subtask 2.4: Bid Period Information Requests

ENGINEER will develop and implement procedures for receiving and answering bidders' questions and requests for additional information. The procedures shall include a log of significant bidders' questions and requests and the response thereto. ENGINEER will provide technical interpretation of the contract bid documents and will prepare proposed responses to bidders' questions and requests, which may be in the form of addenda.

Subtask 2.5: Pre-Bid Conference

ENGINEER will assist the CITY in arranging and conducting one pre-bid conference. ENGINEER will assist the CITY in developing the agenda and content of the pre-bid conference. ENGINEER will take minutes or make other provision for documenting the results of the pre-bid conference. ENGINEER will also record questions and requests for additional information, and shall coordinate with the CITY for issuing responses and additional information.

Subtask 2.6: Addenda

ENGINEER will assist the CITY in issuing Addenda to the Bid Documents and shall distribute Addenda to the bidders. All Addenda shall be approved by the CITY. The CITY shall pay for the expenses of all Addenda.

Subtask 2.7: Bid Opening

ENGINEER will assist the CITY in opening of bids. ENGINEER will review bids and evaluate them for responsiveness and bid amount. ENGINEER will also verify through reasonable investigation the financial and performance history documentation submitted by the low bidder and second low bidder. ENGINEER will prepare a report of its review and evaluation and include recommendations for award of the contract for construction, or other action as may be appropriate. The CITY shall make the final decision on the award of the contract for construction and the acceptance or rejection of all bids. ENGINEER will provide technical (but not legal) advice in bid protest situations.

Subtask 2.8: Recommendation of Contract Award

ENGINEER will assist the CITY in preparing the notice of award; assembly, delivery and execution of the contract for construction; and preparation of the notice to proceed. The CITY will sign the notice of award and the notice to proceed. ENGINEER will also provide reasonable assistance with negotiations with the selected bidder prior to execution of the contract for construction.

Task 3.0: Services During Construction

ENGINEER will provide services to assist in coordinating the site activities, administering the contract for construction, monitoring the contractor's performance, responding to design and technical submittals, and closing out the contract for construction.

Subtask 3.1: Document Management System and Procedures

ENGINEER will establish a system and set of procedures for managing, tracking and storing relevant documents between the Contractor, ENGINEER and CITY produced during the Bid/Award, Construction and Closeout phases of the project. ENGINEER will utilize an appropriate computer based document management system selected by ENGINEER. Should the CITY require a specific system, the CITY will advise ENGINEER in advance and will compensate ENGINEER for any additional costs incurred. ENGINEER will, in coordination with the CITY, maintain hard copy records, suitably organized, of relevant documentation.

ENGINEER will implement procedures for the logging and tracking of relevant correspondence and documents. ENGINEER will assist the CITY in monitoring outstanding decisions, approvals or responses required from the CITY.

Subtask 3.2: Site Coordination

- Pre-Construction Conference: ENGINEER shall coordinate and attend one pre-construction conference with the Contractor to review the project communication, coordination and other procedures and discuss the Contractor's general workplan and requirements for the project. ENGINEER will take minutes or otherwise record the results of this conference.

- Mobilize On-Site Team: ENGINEER will mobilize a team on site for the duration of the construction to provide site coordination, contract administration and monitoring the performance of the Contractor. The on-site team will mobilize in field offices to be provided by the Contractor or CITY in accordance with the terms of the contract for construction.
- Communications: ENGINEER will implement and maintain regular communications with the Contractor during the construction. ENGINEER will receive and log communications from the Contractor and will coordinate the communications between the CITY and Contractor. ENGINEER will not communicate directly with the Contractor's subcontractors.
- Project Site Meetings: ENGINEER will conduct periodic meetings with the Contractor and will prepare the minutes of these meetings.
- Field Instructions and Orders: ENGINEER will issue field instructions, orders or similar documents during construction as provided in the contract for construction.

Subtask 3.3: Construction Contract Administration

- Permits, Bonds and Insurance: ENGINEER will verify that the required permits, bonds and insurance have been obtained and submitted by the Contractor.
- Payments to Contractor:
  - ENGINEER will receive and review the Contractor's requests for payment. ENGINEER will determine whether the amount requested reflects the progress of the Contractor's work and is in accordance with the contract for construction. ENGINEER will provide recommendations to the CITY as to the acceptability of the requests. ENGINEER will advise the CITY as to the status of the total amounts requested, paid, and remaining to be paid under the terms of the contract for construction.
  - Recommendations by ENGINEER to the CITY for payment will be based upon ENGINEER's knowledge, information and belief from its observations of the work on site and selected sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the Contractor has completed the work in exact accordance with the contract for construction; that ENGINEER has made an examination to ascertain how or for what purpose the Contractor has used the moneys paid; that title to any of the work, materials or equipment has passed to the CITY free and clear of liens, claims, security interests, or encumbrances.
- Correspondence and Communications: ENGINEER will coordinate written communications among the Contractor, ENGINEER and CITY during the construction. ENGINEER will prepare written communications to the Contractor and provide recommendations to the CITY for written communications between the CITY and Contractor.

Subtask 3.4: Changes

- Minor Variations in the Work: ENGINEER may authorize minor variations in the work which do not involve an adjustment in the Contractor's contract price nor time for construction and are not inconsistent with the intent of the contract documents.

- Coordinate Issuance of Changes:
  - ENGINEER will assist the CITY with the issuance of changes to the contract for construction. Design and engineering services to prepare drawings, specifications and other information for the change shall be considered as Additional Services, and shall entitle ENGINEER to additional compensation for the design services.
  - ENGINEER will receive and review the Contractor's response to the request for change and will obtain such further information as is necessary to evaluate the basis for the Contractor's proposal. ENGINEER will assist the CITY with negotiations of the proposal and, upon approval by the CITY, prepare final change order documents for execution by the CITY and Contractor.
- Review of Contractor's Requested Changes:
  - ENGINEER will review Contractor -requested changes to the contract for construction. ENGINEER will make recommendations to the CITY regarding the acceptability of the Contractor's request and, upon approval of the CITY, assist the CITY in negotiations of the requested change. Upon agreement and approval, ENGINEER will prepare final change order documents.
  - Design and engineering services of ENGINEER to review Contractor initiated changes and to prepare drawings and specifications for issuance to the Contractor shall be considered as Additional Services, entitling ENGINEER to additional compensation.
- Change Order Reports: ENGINEER will provide periodic reports to the CITY about the status of Change Orders. The report will include issued Change Orders, pending change orders, and change order amounts.

Subtask 3.5: Interpretations of Contract Documents

ENGINEER will provide written responses to the Contractor's request for interpretation or clarification of the contract documents.

Subtask 3.6: As Built Drawings and Record Documents

ENGINEER will coordinate the Contractor's submittal of as-built drawings, specifications and other as-built or record documents and will transmit these to the CITY. ENGINEER will meet with the Contractor as necessary to discuss the preparation and submittal of as-built or record drawings.

Subtask 3.7: Claims and Disputes

ENGINEER will receive, log, and notify the CITY about letters and notices from the Contractor concerning claims or disputes between the Contractor and CITY pertaining to the acceptability of the work or the interpretation of the requirements of the contract for construction. ENGINEER will review such letters and notices and will discuss them with the Contractor as necessary to understand each such claim or dispute. ENGINEER will advise the CITY regarding the Contractor's compliance with the contract requirements for such claims and disputes. ENGINEER will assist the CITY in discussions with the Contractor to resolve claims and disputes.

ENGINEER will not issue decisions on Contractor claims or disputes. ENGINEER will not, except as part of Additional Services, undertake comprehensive and detailed investigation or analysis of Contractor's claims and disputes, nor participate in judicial or alternative dispute resolution procedures for the claims or disputes.

Subtask 3.8: Project Controls

- Contractor's Schedule Submittal:
  - ENGINEER will review the Contractor's construction schedule and verify that it is consistent with the requirements of the contract for construction. ENGINEER will advise the Contractor of areas where the schedule is not in compliance with the contract for construction. ENGINEER will provide comments to the CITY to assist the CITY in approving, accepting or taking other action on the contractor's schedule, in accordance with the contract for construction.
  - ENGINEER's review and comments shall not be considered as a guarantee or confirmation that the Contractor will complete the work in accordance with the contract for construction.
- Contractor's Schedule Updates: ENGINEER will review the Contractor's periodic schedule updates or other schedule submissions. ENGINEER will advise the Contractor if the updates or other submissions are not in accordance with the contract for construction. ENGINEER will provide comments to the CITY regarding the updates or other submissions.
- Effect of Change Orders: ENGINEER will review information submitted by the Contractor regarding the effect of proposed or issued Change Orders upon the construction schedule, duration and completion date. ENGINEER will advise the CITY as to the potential impact of proposed or issued Change Orders. ENGINEER will assist the CITY in discussions with the Contractor concerning the potential impact of proposed or issued Change Orders.
- Periodic Reports: ENGINEER will provide periodic reports to the CITY as to the status of the construction schedule, date of completion, contract price, retainage, pending changes to the contract price or completion date and other issues material to the cost and time for completion of the construction.

Subtask 3.9: Field Inspection

- Field Office: ENGINEER will staff a field office, provided by Contractor or CITY, on the project site for purposes of providing inspectors to observe the work of the Contractor.
- Independent Testing, Inspection and Survey Services: The CITY will employ, or cause the Contractor to employ, independent firms for the material testing, specialty inspection, survey, or other services related to verifying the quality of the Contractor's work. ENGINEER will assist in coordinating CITY provided testing, inspection and survey services. ENGINEER will review the reports and other information prepared by the independent firms that are provided to the CITY. ENGINEER will assist in coordinating their schedules and the transmittal of their reports, findings or other information to the Contractor and/or the CITY. ENGINEER shall not be responsible for the accuracy or completeness of the work and reports of the independent testing, inspection and survey firms.

- Review of Work:
  - ENGINEER will conduct daily on-site observations of the Contractor's work for the purposes of determining if the work generally conforms to the contract for construction and that the integrity of the design concept as reflected in the contract for construction has been implemented and preserved by the Contractor. ENGINEER will supervise a team of field inspection staff, who will prepare written reports, diaries or other records of their observations.
  - ENGINEER's inspection staff will arrange for monthly photographs of the work in progress by the Contractor, which will be made available to the CITY.
  - ENGINEER's observation of the work is not an exhaustive observation or inspection of all work performed by the Contractor. ENGINEER does not guarantee the performance of the Contractor. ENGINEER's observations shall not relieve the Contractor from responsibility for performing the work in accordance with the contract for construction, and ENGINEER shall not assume liability in any respect for the construction of the project. ENGINEER shall, with the assistance of the CITY, obtain written plans from the Contractor for quality control of its work, and will monitor the Contractor's compliance with its plan.
- Deficient and Non-conforming Work: Should ENGINEER discover or believe that work by the Contractor is not in accordance with the contract for construction, or is otherwise defective, or not conforming to requirements of the contract or applicable rules and regulations, ENGINEER will bring this to the attention of the Contractor and the CITY. ENGINEER will thereupon monitor the Contractor's corrective actions and shall advise the CITY as to the acceptability of the corrective actions.
- Design Team Visits: ENGINEER will coordinate monthly visits to the site by the design team members to review progress and quality of the work. The visits shall observe the general quality of the work at the time of the visit and review specific items of work that are brought to the attention of the design team members by the Contractor or the CITY.
- Factory and Off-Site Tests and Inspections: ENGINEER will coordinate tests and inspections of work, materials and equipment for the project at off-site facilities and suppliers, as specified in the contract for construction.
- Performance and Witness Testing: ENGINEER will attend and witness field and factory performance tests as specified in the contract for construction and ENGINEER contract scope.
- Regulatory and Third Party Testing and Inspections: ENGINEER will monitor the Contractor's coordination of inspection and testing by regulatory and third party agencies that have jurisdiction over the project.
- Subsurface and Physical Conditions:
  - Whenever the Contractor notifies ENGINEER or CITY of subsurface or physical conditions at the site which the contract for construction provides should be so notified, ENGINEER will advise the CITY and inspect the conditions at the site. ENGINEER will

advise the CITY as to the appropriate action(s), and will assist the CITY in responding to the Contractor.

- Engineering and technical services that are required to investigate the subsurface or physical conditions shall be considered an Additional Service.

- Substantial and Final Completion: ENGINEER will assist the CITY with inspections at substantial and final completion, in accordance with the contract for construction. ENGINEER will prepare up to two (2) separate punch lists of items requiring completion or correction. ENGINEER shall make recommendations to the CITY regarding acceptance of the work based upon the results of the final inspection.

- Specialty Inspections: ENGINEER and CITY will agree as part of ENGINEER's scope of work any specialty inspections or testing services that the CITY requires from ENGINEER for the work. ENGINEER shall perform the agreed specialty inspections and testing in accordance with the contract for construction.

Subtask 3.10: Shop Drawings, Samples and Submittals

- Submittal Schedule: ENGINEER will obtain from the Contractor a proposed shop drawing and submittal schedule, which shall identify shop drawings, samples and submittals required by the contract for construction, along with the anticipated dates for submission.

- Review of Shop Drawings, Samples and Submittals:

  - ENGINEER will coordinate with the design team for the reviews of the Contractor's shop drawings, samples, and other submittals. ENGINEER will log and track shop drawings, samples and submittals.

  - ENGINEER and design team's review of shop drawings, samples and submittals shall be for general conformance with the design concept and general compliance with the requirements of the contract for construction. Such review shall not relieve the Contractor from its responsibility for performance in accordance with the contract for construction, nor is such review a guarantee that the work covered by the shop drawings, samples and submittals is free of errors, inconsistencies or omissions.

- Scope of Review: ENGINEER's scope shall be based upon the scope of work in the contract for construction and shall include for a maximum of two submissions by the Contractor for each shop drawing, sample or submission. Should there be additional reviews required of ENGINEER and design team, ENGINEER shall be entitled to additional compensation.

Subtask 3.11: Contractor Clarifications and Requests for Information (RFI/CCIR)

- Requests for Information:

  - ENGINEER will review the Contractor's requests for information or clarification of the contract for construction. ENGINEER will coordinate such review with the design team and with the CITY as appropriate. ENGINEER will coordinate and issue responses to the requests.

  - ENGINEER will log and track the Contractor's requests.

- Proposed Substitutions: ENGINEER will assist the CITY in reviewing and responding to the Contractor's requests for substitution of materials and equipment. ENGINEER will review such requests and will advise the CITY as to the acceptability of such substitutions.

Subtask 3.12: Safety

- ENGINEER will manage the health, safety and environmental activities of its staff and the staff of its subcontractors to achieve compliance with applicable health and safety laws and regulations.
- ENGINEER will coordinate its health, safety and environmental program with the responsibilities for health, safety and environmental compliance specified in the contract for construction. ENGINEER will coordinate with responsible parties to correct conditions that do not meet applicable federal, state and local occupational safety and health laws and regulations, when such conditions expose ENGINEER staff, or staff of ENGINEER subcontractors, to unsafe conditions.
- ENGINEER will notify affected personnel of site conditions posing an imminent danger to them which ENGINEER observes.
- ENGINEER is not responsible for health or safety precautions of construction workers. ENGINEER is not responsible for the Contractor's compliance with the health and safety requirements in the contract for construction, or with federal, state, and local occupational safety and health laws and regulations.

Subtask 3.13: Construction Close-Out

ENGINEER will assist the CITY in closing out the contract for construction and commencement of the CITY's use of the completed work. ENGINEER's services shall include the following.

- Substantial Completion: ENGINEER will assist the CITY in issuing documents for substantial completion and acceptance of the work. ENGINEER will advise the CITY on payment, and partial release of retention.
- Final Completion: ENGINEER will assist the CITY in issuing documents for final completion and acceptance of the work. ENGINEER will advise the CITY on final payment, release of retention, and release of insurance and bonds.
- Occupancy and Start-Up Permits: ENGINEER will assist the CITY with securing occupancy and start-up permits. Should the contract for construction require the Contractor to secure such permits, ENGINEER will monitor the Contractor's efforts and will advise the CITY of the Contractor's progress. Should the CITY be required to secure such permits, ENGINEER will assist the CITY by coordinating final inspections, submitting documents to the governmental agencies and coordinating inspections by the agencies.
- Vendor Operation and Maintenance Manuals, Training: ENGINEER will coordinate with the Contractor for the submission of required manuals provided by equipment suppliers for operation and maintenance and for training of the CITY's staff by the Contractor.
- Warranties, Guarantees, Lien Releases: ENGINEER will coordinate with the Contractor for the submission of required warranties, guarantees, lien releases and other similar

documents as required by the contract for construction. ENGINEER will advise the CITY as to the acceptability and compliance of these documents with the contract for construction.

- Close-out File and Records: ENGINEER will provide to the CITY an organized set of project documents and records.
- Operations and Maintenance Manual: ENGINEER will develop an Operations and Maintenance (O&M) manual describing the operation of the Project facilities and systems. This manual will explain the various primary modes of operation that may be used, including both normal operation and initial emergency operation procedures. The manual will explain the purpose and basic concept of the various processes that are incorporated into the overall plant. Where appropriate, reference will be made to the manufacturer's detailed O&M submittals. It will include instructions for process operations and test or laboratory procedures that may be required to monitor the performance of the facilities. The manual will be suitable for use as an operational tool and to facilitate operator training. The manual will be produced in a computerized format using commercially available software. The O&M manual will be revised at the end of one-year of operations based on actual operating and maintenance experience and input from the CITY's staff.
- As-Built Drawings: ENGINEER will revise the original design drawings to reflect available record information provided by the Contractor and equipment suppliers. One reproducible set and three hard copies will be submitted to the CITY.

Task 4.0: Facility Automation

ENGINEER will provide control system software services for the project including planning, programming, testing, and startup for the plant control system PLC and HMI system components to provide the functions described in the process control narratives developed during the design phase. ENGINEER would not provide the PLC hardware, control panels, or wiring and installation of hardware which would be provided by the Contractor in their construction bid. Requirements for the installation would be developed in the design phase of the project and included in the construction bid documents.

Subtask 4.1: Software Planning

ENGINEER will lead workshops at the project site with CITY staff to review the existing process control approaches that are to be replicated by the system upgrade. This information will be used as the basis for developing process narratives and detailed loop descriptions documenting the automated monitoring and control functions. The duration of these workshops shall be as needed to fully document the existing programming.

ENGINEER will lead one half-day workshop at the project site with CITY staff to review and finalize the process narratives and detailed loop descriptions.

Subtask 4.2: Software Programming

Software will be developed using ENGINEER's software development licenses. Near programming completion, the CITY will be required to purchase any required upgrades to their software. Any additional software desired, such as reporting software, not currently owned by the CITY would be required to be purchased by the CITY.

Software programming is to be completed remotely from the site. Secure access to the CITY's existing SCADA network will be required to complete the programming.

- PLC Programming:
  - Investigate undocumented PLC code with CITY staff to determine functions that will need to be duplicated.
  - Program existing PLCs to consolidate functions agreed upon during the software planning.
- HMI Programming:
  - Create new process graphics, control pop-ups, trends and alarming for the existing systems. Modify the existing Wonderware Intouch application as required by the PLC and network modifications.
  - Lead one half-day telephone workshop with the CITY for review of draft HMI graphics. The CITY's comments will be incorporated prior to the factory software demonstration test.
- Historian Programming: Configure new Historian server. Log existing tags to the new Historian server as necessary.

Subtask 4.3: Software Testing

Execute offsite testing to confirm that the PLC, and HMI programs are ready for site acceptance testing.

Lead a Factory Software Acceptance Test (FSAT) workshop to demonstrate that the PLC and HMI programs are ready for site acceptance testing. The test will be conducted by ENGINEER programmers for demonstration to CITY staff that the software functions operate as defined in the final software loop descriptions.

Execute Site Acceptance Testing (SAT) to confirm that the new automated monitoring and control functions operate as defined in the loop descriptions.

Subtask 4.4: Software Documentation

Provide a software operation manual to instruct operators how to use the control system graphics for system operation. Includes screen shots of the new and revised HMI graphics, written operating instructions, PDF copy of the final control narratives, PDF copy of the final loop descriptions, and PDF copy of the final test documentation.

Task 5.0: Startup and Commissioning

ENGINEER will provide services to assist in coordinating with the startup and commissioning of the constructed treatment systems.

Subtask 5.1: Operation and Maintenance Training

ENGINEER will provide supplemental instruction to the CITY's staff in the operation, maintenance and testing of the equipment provided under this Project. This instruction shall

cover both the basic operational concept and actual operation of the systems and components under both normal and abnormal operations that are likely to occur. The instruction will also include training of the staff for equipment maintenance. ENGINEER will also coordinate the services of qualified representatives from equipment manufacturers.

Subtask 5.2: Start-Up Support

ENGINEER will furnish assistance to the CITY in plant startup and initial plant operation to the extent to be mutually agreed upon by both parties. This assistance includes:

- Preparing a Plan of Operation to identify specific actions and related completion dates for startup and operation of the new facilities.
- Assisting the CITY in recruiting, selecting and hiring of operations and maintenance staff.
- Drafting a set of job descriptions for each of the various O&M positions.
- Assisting during the initial startup of the facilities by assisting the operating personnel assigned by the CITY.

Task 6.0: Warranty Period Services

ENGINEERENGINEER will provide the following warranty performance review services budgeted for approximately 30 hours of labor per month during the one-year warranty period to assist the CITY in coordinating corrections of deficient equipment or construction:

- Participate in an end-of-warranty period inspection one month prior to completion of the warranty period and provide a letter identifying deficiencies found and recommended actions.
- Make periodic visits to the site during the warranty period to monitor contract deficiencies in workmanship, materials or equipment and prepare correspondence informing the Contractor of such deficiencies.
- Provide periodic onsite observation during correction of the deficiencies.

Services During Construction (SDC) Work Approach Assumptions

The following project assumptions are specific to the Services During Construction (SDC) Work Approach for this project. CITY may elect to request additional services from ENGINEER during the course of the project. The scope, schedule and fee for each additional service will be negotiated and approved by the CITY prior to ENGINEER beginning the associated work.

- The design documents will be prepared for a single construction contract. The design documents will include add/deduct alternates for treatment processes as identified in the Four Mile Creek Expansion Design Phase I Final Report dated January 16, 2015. The design documents will not include pre-purchasing of equipment.

- Reproduction, distribution and mailing costs for the bidding of the contract for construction will be paid by the CITY. Alternatively, the CITY may instruct ENGINEER to charge prospective bidders for copies of the documents.
- The contract for construction will be bid only once.
- Only the two lowest bids and supporting documentation will be evaluated.
- The construction period will last 24 months.
- The Contractor will provide a field office structure, furniture and computer equipment for ENGINEER staff. Monthly utility, telephone and cleaning charges will be paid by the Contractor.
- CITY's Insurance:
  - The CITY will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.
  - The CITY will provide for a waiver of subrogation as to all CITY-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.
  - The CITY will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all Project work including the value of all onsite CITY-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or CITY), and their respective officers, employees, agents, affiliates, and subcontractors. The CITY will provide ENGINEER a copy of such policy.
- Access to Facilities and Property: CITY will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. CITY will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of CITY's facilities as may be required in connection with ENGINEER's services.
- Record Drawings: Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the Project was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.
- Contractor Indemnification and Claims:
  - CITY shall require construction contractor(s) to name CITY and ENGINEER as additional insureds on the contractor's general liability insurance policy. CITY agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

    "Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising

out of, in connection with, or resulting from the engineering services performed. CITY will be the only beneficiary of any undertaking by ENGINEER."

Supplemental Agreement No.1, Attachment 2 – Compensation

CH2M HILL Engineers, Inc. (ENGINEER) appreciates the opportunity to offer the City of Wichita (CITY) services to design the treatment upgrades and expansion of the Four Mile Creek Water Reclamation Facility (Plant 4) to expand the facilities overall treatment capacity from 3 million gallons per day (MGD) to 6 MGD. This Attachment 2 - Compensation outlines the fee associated with completing the scope of work as identified in Attachment 1 - Scope of Services.

This is a hourly billing rates contract with a not-to-exceed limit as defined in this attachment. ENGINEER cannot exceed the contract limit without prior written authorization. As such, ENGINEER's compensation will be based upon the total hours worked on the Project by each employee, multiplied by the hourly billing rate for that employee or employee's job classification.

Hourly labor billing rate charges include salary rates, fringe benefits, general and administrative overhead, and profit. General and administrative overhead includes indirect expenses and costs not identifiable as directly allocable to individual projects. Direct expenses are charges, other than those included in time-related charges, incurred directly for the Project. Direct expenses and subconsultant services will be reimbursed at ENGINEER's cost.

This is a task-based budget, so labor and expenses will be invoiced on a per-task basis. ENGINEER reserves the right to reallocate subtask funding within the total amount to deliver the scope of work and deliverables, without exceeding the agreed upon contract limit.

Design Phase Compensation

TASK	DESCRIPTION		COST
1	Project Management		
2	Project Definition		
3	Schematic Design		
4	Design Development		
5	Construction Document Preparation		
	Draft Construction Documents (99%)		
	Final Construction Documents		
		TOTAL $	**2,359,324.00**

Services During Construction Compensation*

TASK	DESCRIPTION		COST
1	Project Management		
2	Preconstruction Services (Bidding)		
3	Services During Construction		
4	Facility Automation		
5	Startup and Commissioning		
6	Warranty Period Services		
		TOTAL $	**2,426,515.90**

*Compensation for services during construction will be recognized after Final Construction Documents are issued.

Total Compensation: $ 4,785,839.90

Hourly Rate Schedule Based on Labor Per Diem Code

Labor

Per Diem Codes	2015 Hourly Rates*	2016 Hourly Rates*	2017 Hourly Rates*	2018 Hourly Rates*	2019 Hourly Rates*	Typical Labor Billing Titles**
01	301.50	310.50	320.00	329.50	339.50	Senior Program Manager; Senior Technology Fellow
02	281.75	290.25	298.75	307.75	317.00	Program Manager, Technology Fellow
03	257.25	265.00	273.00	281.00	289.50	Client Service Manager, Senior Project Manager, Principal Technologist
04	225.75	232.50	239.50	246.75	254.25	Project Manager/Sr. Technologist
05	200.25	206.25	212.50	219.00	225.50	Associate Project Manager, Engineer Specialist, Construction Manager 3
06	174.50	179.75	185.25	190.75	196.50	Project Engineer, Construction Manager 2
07	150.75	155.25	159.75	164.50	169.50	Associate Engineer, Construction Manager 1
08	126.00	129.75	133.50	137.50	141.75	Staff Engineer 2
09	106.75	110.00	113.25	116.75	120.25	Staff Engineer 1
10	106.75	110.00	113.25	116.75	120.25	Staff Engineer 0
11	164.00	169.00	174.00	179.25	184.50	Engineering/CAD Tech 5
12	137.25	141.25	145.50	150.00	154.50	Engineering/CAD Tech 4
13	118.75	122.25	126.00	129.75	133.50	Engineering/CAD Tech 3
14	99.75	102.75	105.75	109.00	112.25	Engineering/CAD Tech 2
15, 16	94.00	96.75	99.75	102.75	105.75	Engineering/CAD Tech 1
19	99.75	102.75	105.75	109.00	112.25	Office/Clerical/Accounting
19	62.50	64.50	66.50	68.25	70.50	Site Clerical; Site Project Accounting Assistant;

** Hourly labor rates are subject to annual escalations*

***Hourly labor billing rates based on each individual's assigned per diem code; typical labor billing titles are provided for information only and are not a complete listing of available titles*

Expenses

Travel & Living Expenses	Actual costs
Auto Mileage	IRS rate
Subcontractors	Actual costs
Other Direct Expenses	Actual costs

Supplemental Agreement No.1, Attachment 3 – Project Schedule

CH2M HILL Engineers, Inc. (ENGINEER) appreciates the opportunity to offer the City of Wichita (CITY) services to design the treatment upgrades and expansion of the Four Mile Creek Water Reclamation Facility (Plant 4) to expand the facilities overall treatment capacity from 3 million gallons per day (MGD) to 6 MGD. This Attachment 3 – Project Schedule outlines the project schedule associated with completing the scope of work as identified in Attachment 1 – Scope of Services.

This Attachment 3 includes a summary of projected schedule milestones.

Design Phase Schedule

TASK	DESCRIPTION	MILESTONE COMPLETION
	Anticipated Notice to Proceed	August 15, 2015
1	Project Management	Continuous throughout project
2	Project Definition	September 25, 2015
3	Schematic Design	January 15, 2016
4	Design Development	April 15, 2016
5	Construction Document Preparation	August 15, 2016
	Draft Construction Documents (99%)	September 15, 2016
	Final Construction Documents	November 15, 2016
	Design Phase Completion	**November 15, 2016**

Services During Construction Schedule

TASK	DESCRIPTION	TASK SCHEDULE
1	Project Management	Continuous throughout project
2	Preconstruction Services (Bidding)	Nov. 15, 2016 to Feb. 15, 2017
3	Services During Construction	March 15, 2017 to March 15, 2019
4	Facility Automation	May 15, 2018 to March 15, 2019
5	Startup and Commissioning	March 15, 2019 to July 15, 2019
6	Warranty Period Services	March 15, 2019 to March 15, 2020
	Services During Construction Completion	**March 15, 2020**

132019

Gilmore & Bell, P.C.
03/04/2014

RESOLUTION NO. 15-266

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-152 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 14-152 of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Four Mile Creek Plant Improvements – Phase 2 (S-37)

(the "Project") at an estimated cost, including related design and engineering expenses of $1,500,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,620,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

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

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

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

> **Section 1**. **Project Authorization**. It is hereby determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:
>
> Four Mile Creek Reclamation Facility Improvements (S-37)
>
> (the "Amended Project") at an estimated cost, including related design and engineering expenses of **$5,500,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.
>
> **Section 2**. **Project Financing**. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $5,940,000 (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law &
City Attorney

132019

(Published in ***The Wichita Eagle***, on September 4, 2015.)

NOTICE

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the "Governing Body") of the City of Wichita, Kansas (the "City"), adopted Resolution No. 15-266, on September 1, 2015 (the "Resolution"). The Resolution amended Resolution No.14-152 (the "Prior Resolution") which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the "Project"), which is owned and operated by the City (the "Utility"), and authorized the issuance of revenue bonds in amount not to exceed $1,620,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The Resolution modified the scope of the Project to complete final design, bidding, and inspection services required for the improvements and it therefore necessary to amend the Prior Resolution, to complete the work on

Four Mile Creek Reclamation Facility Improvements (S-37)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of $5,500,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed $5,940,000 under the authority of K.S.A. 10-1201 *et seq*., as amended and supplemented by Charter Ordinance No. 211 of the City (the "Bonds") in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on September 1, 2015.

/s/ JEFF LONGWELL, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

Gilmore & Bell, P.C.
03/04/2014

RESOLUTION NO. __-__

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-152 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

WHEREAS, the Governing Body has heretofore by Resolution No. 14-152 of the City (the "Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Four Mile Creek Plant Improvements – Phase 2 (S-37)

(the "Project") at an estimated cost, including related design and engineering expenses of $1,500,000; and

WHEREAS, the Prior Resolution also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $1,620,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds") to be payable from the revenues of the Utility; and

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

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

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

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

Four Mile Creek Reclamation Facility Improvements (S-37)

(the "Amended Project") at an estimated cost, including related design and engineering expenses of **$21,000,000**. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

Section 2. Project Financing. In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed $22,680,000 (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on _____, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
for Jennifer Magana, Director of Law &
City Attorney

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Substantial Amendment to the 2015-2016 Second Program Year Action Plan

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Open a 30-day public comment period for the substantial amendment to the 2015-2016 Second Program Year Action Plan.

Background: Wichita is recognized as an "entitlement" city by the U.S. Department of Housing and Urban Development (HUD). This is based on a federal formula which looks at total population, the number of persons below the poverty level, the number of overcrowded housing units, the age of housing and the population growth lag. The City is an "entitlement" area and therefore receives Community Development Block Grant, HOME Investment Partnerships and Emergency Solutions Grant funding. The City is required to develop a five-year consolidated plan, and to submit one-year action plans for each of the five years.

The current (2015-2016) annual action plan was prepared based on the annual allocation of CDBG funds. -Due to the receipt of program income and unexpended funds recaptured from prior year activities, there are additional funds available to program.

Analysis: Over the last several years, the City has received program income due to the repayment of loans and disposition of properties initially funded with CDBG funds. Additionally, remaining or unexpended funds that have previously been allocated for eligible projects have been recaptured for new programming.

Housing and Community Services Department staff polled the Metropolitan Area Building and Construction, Park and Recreation, Planning and Public Works Departments, soliciting project ideas. The proposed amendment will fund the infrastructure projects Housing staff determined to be eligible, which will add $1,390,000 for park projects, bike path extensions, and sidewalks and streets.

Housing and Community Services Department (HCSD) staff also identified the following HCSD program enhancements which will also be included in the substantial amendment.

- Increase the 2% Home Improvement Loan program by $30,000. This will provide sufficient funding to buy down interest rates for home improvement loans to be provided to qualifying, income-eligible owner-occupant homeowners through local financial institutions. A minimum of 10 homebuyers will be served, depending on loan amounts and prevailing interest rates.

- Increase the dangerous building demolition funding for HOME-funded projects by $50,000. This will provide additional funding for a minimum of five housing re-development projects that

involve the demolition of existing, blighted structures and associated asbestos abatement activities.

- Increase down-payment assistance funding by $100,000. This will provide assistance to approximately five homebuyers, under current HOMEownership 80 loan standards.

- Increase funding for code compliance activities by $100,000. The funding will be used to add a new position to provide liaison services to low income homeowners who do not have the funds to correct code violation citations. The staff person will connect such homeowners with community resources, as well as solicit resources to meet this need. This activity will help address a strategy identified in the City's Analysis of Impediments to Fair Housing Choice: "The City will continue to dedicate resources for home repairs for persons who are low-income, and to encourage continued enforcement of building codes for multi-family housing to ensure a continued supply of safe housing is available for all incomes." It also supports recently released HUD regulations on Affirmatively Furthering Fair Housing.

- Increase funding for Program Administration by $31,794, which increases the total to the 20% cap. This will allow for payment of the indirect costs at the new rate.

In addition to the increased infrastructure projects and program activities, the proposed substantial amendment also recommends reducing the balance available in three revolving loan programs which were initially funded with CDBG, and for which there has been low demand. Following is a summary of proposed balance reductions which will make additional funds available for CDBG-eligible uses for new or expanded programs in the future.

- Transfer $150,000 from the Historic Revolving Loan program to be available for CDBG-eligible activities. The transfer will leave a balance of $131,000 for the Historic Loan program.

- Transfer $91,183 from Direct Revolving Loan activities for other CDBG-eligible uses and eliminate the Direct Revolving Loan program because essentially the same program is offered as part of the 2% Home Improvement Loan Program.

- Transfer $218,878 from the Rental Rehab Revolving Loan activities for other CDBG-eligible uses and continue the program with $100,000 in remaining funds.

The substantial amendment will also include language to incorporate recently released regulations and guidance, and clarify program processes. Each activity described above will also require narrative entries to describe the activity and anticipated outcomes. Below are other narrative revisions which are planned.

- Revise language in the Consultation Process and Emergency Solutions Grant (ESG) standards.
- Revise the narrative related to Affirmatively Furthering Fair Housing for consistency with new rules and guidance.
- Revise the narrative to better describe contract monitoring and risk assessment process for consistency with new rules and guidance.
- Revise the narrative to include plans to issue a Request for Proposals (RFP) for educational activities on fair housing during community development month.
- Revise the narrative to include plans to issue a Request for Proposals (RFP) for Prevention Services funded in ESG. The current contractor was identified as sole source provider however there is a need to confirm if other providers are now available.

Financial Consideration: There is no impact to the General Fund as a result of this action.

Legal Consideration: The Law Department has approved the substantial amendment as to form.

Recommendation/Actions: It is recommended that the City Council open a 30-day public comment period for the substantial amendment to the 2015-2016 Second Program Year Action Plan.

Attachments:
Allocation spreadsheet
Summary of the Substantial amendment to the Consolidated Plan 2015 Action Plan

2015-2016 COUNCIL ALLOCATION , Proposed Amendment 9-1-15

COMMUNITY DEVELOPMENT BLOCK GRANT Capital Projects/Demolition	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 COUNCIL ALLOCATION	2015-16 AMENDMENT PROPOSED
Public Works & Utilities	**$75,000 ***	**$75,000 ***	**$0 ***	**$0**	**$850,000 ***
-Street or Sidewalk Repair	$75,000 *	$75,000 *	$0	$0	
-Green Street Bikeway					$400,000 *
-Pedestrian crossing 9th & McLean					$150,000 *
-Market and Topeka Bike Path					$300,000 *
Metropolitan Area Building & Construction Department	$100,000	$90,000	$0	$0	$0
-Demolition and Clearance of Dangerous and Unsafe Buildings					
Total - Capital Projects	**$175,000**	**$165,000**	**$0**	**$0**	**$850,000** *

*This amount from prior year unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Housing Activities	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 COUNCIL ALLOCATION	2015-16 AMENDMENT PROPOSED
Neighborhood Clean-ups	$50,000	$19,420	$0	$0	$0
Home Improvement Program Services					
- Staff and Administration: Responsible for the application process, eligibility determination, inspections, preparation of specifications, document preparation, accounts payable functions, internal cost estimates, and lead-based paint clearance inspections for all CDBG-funded Home Repair Program activities, as well as site inspections for HOME-funded and ESG-funded housing activities. Administers existing revolving loan programs, including the Historic Revolving Loan Program, the Historic Deferred Loan Program, the Home Improvement Loan Program, and the Rental Rehabilitation Program. including the servicing functions related to over 5,000 loans in the existing loan portfolio.	$369,091	$369,091	$389,000	$389,000	$389,000
- Home Repair	$546,222	$758,984	$753,000	$740,251 *	$740,251 *
- Demolition activities related to HOME					$50,000 **
- Down Payment Assistance					$100,000 **
- Home Improvement Loan Program					$30,000 **
- Code Compliance Activities					$100,000 **
- Rental Housing Loan Program	$0	$0	$0	$0	$0
Total - Housing Projects	**$965,313**	**$1,147,495**	**$1,142,000**	**$1,129,251 ***	**$1,409,251** ***

* This amount includes $44,661 unallocated from prior year funds

**This amount from prior year funds

***This amount includes $324,661 from prior year funds

COMMUNITY DEVELOPMENT BLOCK GRANT Neighborhood Stabilization	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 COUNCIL ALLOCATION	2015-16 AMENDMENT PROPOSED
Funds Available for Reallocation	$0	$0	**$532,020** *	$0	$0
- DI Glen Dey Park Improvements			$50,000		
- DI Sidewalk Replacements			$35,000		$75,000 *
- DIII Friendship Park Improvements			$80,000		
- WHA Ash Park Improvements			$0		$250,000 *
- Fairmount Park Improvements			$0		$100,000 *
- DIV Street Paving			$367,020		$115,000 *
Total - Neighborhood Initiatives	**$0**	**$0**	**$532,020** *	**$0**	**$540,000** *

*This amount from prior year unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Public Services - CAP is $1,163,310	2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 COUNCIL ALLOCATION		2015-16 COUNCIL ALLOCATION		2015-16 AMENDMENT PROPOSED	
City Manager's Office Total Allocation	**$331,757**		**$428,626**		**$385,000**		**$385,000**		**$385,000**	
- Office of Community Engagement										
Amount from Annual Allocation	$331,757		$428,626		$0					
Amount from Prior Year Unallocated	$0		$0		$0					
Neighborhood Services Supervisor	$0		$0		$0					
Atwater	$0		$110,591		$0					
Colvin	$0		$122,898		$0					
Evergreen	$0		$83,531		$0					
Stanley	$0		$111,606		$0					
Housing and Community Services	**$118,593**		**$78,593**		**$68,500**		**$68,500**		**$68,500**	
- Housing First Project Coordinator	$68,593		$78,593		$68,500		$68,500		$68,500	
- Job Training	$50,000		$0		$0		$0		$0	
Women's Services	**$275,000**		**$275,000**		**$250,000**		**$250,000**		**$250,000**	
- Catholic Charities, Inc. - Harbor House	$110,000		$105,036		$96,745		$96,936		$96,936	
- StepStone, Inc. Counseling and Support Groups	$26,000		$26,000		$23,433		$23,000		$23,000	
- YWCA of Wichita - Women's Crisis Center/Safehouse	$139,000		$143,964		$129,822		$130,064		$130,064	
Youth Crime Prevention and Enrichment	**$125,000**		**$125,000**		**$125,000**		**$125,000**		**$125,000**	
-YMCA - Middle School After School	$104,000		$101,907		$103,090		$125,000		$125,000	
- BBBS Leaders, Achievers, and Winners (LAW) Camp	$0		$0		$0		$0		$0	
- Boys & Girls Clubs	$0		$0		$0		$0		$0	
- Hope Street	$0		$0		$0		$0		$0	
- Rainbows United	$21,000		$23,093		$21,910		$0		$0	
- Urban League	$0		$0		$0		$0		$0	
- Wichita Dream Center	$0		$0		$0		$0		$0	
Training and Employment	**$139,095**	**	**$188,177**		**$275,000**		**$225,000**		**$225,000**	
Amount from Annual Allocation	$139,095		$146,650		$225,000		$225,000		$225,000	
Amount from Prior Year Unallocated	$0		$41,527	*	$50,000	*	$0		$0	
- The Way to Work Youth Employment	$0		$146,650		$225,000		$225,000		$225,000	
- TBD	$0		$0		$25,000		$0		$0	
- YMCA - Job Prep	$0		$41,527	*	$25,000		$0		$0	
Total - Public Services	**$989,445**	**	**$1,095,396**	**	**$1,103,500**		**$1,053,500**		**$1,053,500**	

* From prior year unallocated funds

** This total includes unallocated funds

COMMUNITY DEVELOPMENT BLOCK GRANT Program Administration - CAP is 20% of annual allocation	2012-13 COUNCIL ALLOCATION		2013-14 COUNCIL ALLOCATION		2014-15 COUNCIL ALLOCATION		2015-16 COUNCIL ALLOCATION		2015-16 AMENDMENT PROPOSED	
Housing and Community Services	**$414,993**		**$464,511**		**$458,609**		**$494,780**		**$526,574**	
- CDBG Indirect Costs	$54,993		$59,511		$84,124		$89,780		$121,574	*
- CDBG Program Management Total Allocation	$355,000		$400,000		$369,485		$400,000		$400,000	
- Fair Housing Initiatives	$5,000		$5,000		$5,000		$5,000		$5,000	
Planning Department	**$25,000**		**$25,000**		**$25,000**		**$0**		**$0**	
- Mandated Consolidated Plan Activities										
Total - Planning and Admin.	**$439,993**		**$489,511**		**$483,609**		**$494,780**		**$526,574**	
UNALLOCATED TOTAL	**$0**		**$116,527**		**$582,020**		**$44,661**		**$1,746,455**	
ANNUAL ALLOCATION - CDBG	**$2,569,751**		**$2,780,875**		**$2,679,109**		**$2,632,870**		**$2,632,870**	
GRAND TOTAL - CDBG	**$2,569,751**		**$2,897,402**		**$3,261,129**		**$2,677,531**		**$4,379,325**	

* This amount includes $31,794 from unallocated from prior year funds

HOME INVESTMENT PARTNERSHIPS PROGRAM HOME Activities	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 COUNCIL ALLOCATION	2015-16 AMENDMENT PROPOSED
HOME Investment Partnerships Administration	$107,518	$104,740	$108,523	$98,709	$98,709
HOME Indirect Costs	$15,010	$18,050	$15,362	$12,075	$12,075
HOME Operating Funds for CHDO's	$50,000	$50,000	$50,000	$50,000	$50,000
Operating Funds-Power CDC					
Operating Funds-MHRS					
HOMEownership 80 Program	$429,286	$383,014	$319,972	$288,224	$288,224
Boarded-up House Program	$100,000	$100,000	$125,000	$125,000	$125,000
Housing Development Loan Program	$235,000	$147,637	$250,000	$250,000	$250,000
Deferred Loan Program	$0	$157,506	$70,000	$0	$0
Total HOME Projects	**$936,814**	**$960,947**	**$938,857**	**$824,008**	**$824,008**

HOME INVESTMENT PARTNERSHIPS PROGRAM CHDO Set Aside Projects	2012-13 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 COUNCIL ALLOCATION	2015-16 AMENDMENT PROPOSED
CHDO Set Aside - Total Allocation	**$288,461**	**$266,959**	**$300,000**	**$283,836**	**$283,836**
Amount from Annual Allocation	$288,461	$266,959	$300,000	$283,836	$283,836
Amount from Prior Year Unallocated	$0	$0	$0	$0	$0
Mennonite Housing Rehab Services (MHRS) - Single Family Home Development	$149,270	$175,000	$186,900	$190,000	$190,000
Power CDC - Single Family Home Development	$130,730	$91,959	$0	$93,836	$93,836
Universal Design	$8,461	$0	$0	$0	$0
Unallocated CHDO Set Aside Funding	$0	$0	$113,100	$0	$0
Total CHDO Set Aside Projects	**$288,461**	**$266,959**	**$300,000**	**$283,836**	**$283,836**
Subtotal - HOME & CHDO Set Aside Projects					

*This amount includes $39,049.22 re-allocated from prior year unspent CHDO funds

ANNUAL ALLOCATION - HOME	**$1,225,275**	**$1,227,906**	**$1,238,857**	**$1,107,844**	**$1,107,844**
GRAND TOTAL - HOME	**$1,225,275**	**$1,227,906**	**$1,238,857**	**$1,107,844**	**$1,107,844**

EMERGENCY SOLUTIONS GRANT	2012-2013 COUNCIL ALLOCATION	2013-14 COUNCIL ALLOCATION	2014-15 COUNCIL ALLOCATION	2015-16 COUNCIL ALLOCATION	2015-16 AMENDMENT PROPOSED
Emergency Solutions Grant - Final Allocation	**$223,388**	**$187,471**	**$225,915**	**$238,807**	**$238,807**
Homeless Assistance Maximum Allocation (60%)	**$133,159**	**$112,483**	**$135,549**	**$135,549**	**$135,549**
Emergency Shelter	**$133,159**	**$112,100**	**$135,166**	**$135,166**	**$135,166**
Catholic Charities - Harbor House	$15,000	$12,600	$17,891	$17,891	$17,891
Catholic Charities - St. Anthony Family Shelter	$25,000	$21,000	$21,000	$25,000	$25,000
Inter-Faith Ministries - Inter-Faith Inn	$21,500	$18,100	$18,100	$17,195	$17,195
The Salvation Army - Homeless Services	$25,000	$21,000	$21,000	$12,305	$12,305
United Methodist Open Door - Homeless Resource Center	$35,000	$29,400	$29,400	$35,000	$35,000
YWCA Women's Crisis Center	$11,659	$10,000	$21,051	$21,051	$21,051
Renovation	$0	$0	$0	$0	$0
Operation	$0	$0	$0	$0	$0
Homelessness Prevention	**$28,535**	**$15,232**	**$18,124**	**$21,105**	**$21,105**
Housing Relocation and Stabilization Services	$0	$0	$0	$0	$0
Tenant-Based Rental Assistance	$0	$0	$0	$0	$0
Housing Relocation and Stabilization Services					
City of Wichita - Housing and Community Services	$41,440	$45,696	$54,370	$63,315	$63,315
Homeless Management Information System (HMIS)	**$3,500**	**$383**	**$1,311**	**$1,311**	**$1,311**
Administration - Maximum Allocation (7.5% of total Award)	**$16,754**	**$14,060**	**$16,944**	**$17,910**	**$17,910**
- Housing & Community Services Department - ESG Administration	$11,169	$9,373	$11,296	$11,939	$11,939
- City Indirect Cost	$5,585	$4,687	$5,648	$5,971	$5,971
TOTAL EMERGENCY SOLUTIONS GRANT	**$223,388**	**$187,471**	**$225,915**	**$238,807**	**$238,807**
GRAND TOTAL	**$223,388**	**$187,471**	**$225,915**	**$238,807**	**$238,807**

2013-2014 CONSOLIDATED PLAN ALLOCATION COUNCIL REVISED RECOMMENDATIONS 8-20-13

ESG PROJECTS

	EMERGENCY SHELTER GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-13 RECOMMENDATION*	2013-14 COUNCIL APPROVAL 5-14-13	2013-14 COUNCIL ALLOCATION
	Emergency Shelter Grant - Final Allocation	**$125,133 ***	**$124,982**	**$0**	**$0**	**$0**
RFP	**Essential Services - Maximum Allocation (30%)**	**$37,540**	**$32,286**	**$0**	**$0**	**$0**
	- Catholic Charities - Anthony Family Shelter	$6,238	$6,277	$0	$0	$0
	- Inter-Faith Ministries - Inter-Faith Inn	$0	$869	$0	$0	$0
	- Inter-Faith Ministries - Safe Haven	$1,046	$0	$0	$0	$0
	- Salvation Army - Emergency Lodge	$0	$0	$0	$0	$0
	- United Methodist Open Door	$30,256	$25,140	$0	$0	$0
RFP	**Maintenance and Operations**	**$81,463**	**$66,591**	**$0**	**$0**	**$0**
	- Catholic Charities - Anthony Family Shelter	$23,530	$18,457	$0	$0	$0
	- Catholic Charities - Harbor House	$10,678	$8,870	$0	$0	$0
	- Inter-Faith Ministries - Inter-Faith Inn	$23,410	$19,451	$0	$0	$0
	- Inter-Faith Ministries - Safe Haven	$0	$0	$0	$0	$0
	- Salvation Army - Emergency Lodge	$19,552	$16,246	$0	$0	$0
	- YWCA - Women's Crisis Center	$4,293	$3,567	$0	$0	$0
RFP	**Homeless Prevention - Maximum Allocation (30%)**	$0	**$20,000**	**$0**	**$0**	**$0**
	- Center of Hope - Rent Assistance	$0	$20,000	$0	$0	$0
	Administration - Maximum Allocation (5%)	**$6,130**	**$6,105**	**$0**	**$0**	**$0**
	- Housing & Community Services Department - ESG Administration	$6,130	$4,730	$0	$0	$0
	- City Indirect Cost	$0	$1,375	$0	$0	$0
	TOTAL EMERGENCY SHELTER GRANT	**$125,133 ***	**$124,982**	**$0**	**$0**	**$0**
	*Includes $29 unspent prior year funds					

PO #	EMERGENCY SOLUTIONS GRANT	2010-2011 COUNCIL ALLOCATION	2011-2012 COUNCIL ALLOCATION	2012-2013 COUNCIL ALLOCATION	2013-14 REVISED RECOMMENDATION	2013-14 COUNCIL ALLOCATION
	Emergency Solutions Grant - Final Allocation	**$0**	**$70,331**	**$223,388**	**$187,471**	**$187,471**
	Homeless Assistance Maximum Allocation (60%)	**$0**	**$20,126**	**$133,159**	**$112,483**	**$112,483**
RFP	**Emergency Shelter**				**TBD**	**$112,100**
PO340709	Catholic Charities - Harbor House	$0	$15,125	$15,000	$0	$12,600
PO340710	Catholic Charities - St. Anthony Family Shelter	$0	$0	$25,000	$0	$21,000
PO340711	Inter-Faith Ministries - Inter-Faith Inn	$0	$0	$21,500	$0	$18,100
	The Salvation Army - Homeless Services	$0	$0	$25,000	$0	$21,000
PO340713	United Methodist Open Door - Homeless Resource Center	$0	$0	$35,000	$0	$29,400
PO340712	YWCA Women's Crisis Center	$0	$5,001	$11,659	$0	$10,000
	Homeless Prevention & Rapid Re-Housing		**$41,029**	**$69,975**	**$60,928**	**$60,928**
	Homelessness Prevention	$0	$24,629	$43,535	TBD	TBD
PO340728	Center of Hope - Rent Assistance	$0	$24,629	$43,535		
	Rapid Re-Housing	$0	$16,400	$26,440	TBD	TBD
	City of Wichita - Housing and Community Services	$0	$16,400	$26,440		
	Homeless Management Information System (HMIS)	$0	**$635**	**$3,500**	**TBD**	**$383**
	United Way of the Plains	$0	$635	$3,500		$383
	Administration - Maximum Allocation (7.5% of total Award)	$0	**$8,541**	**$16,754**	**$14,060**	**$14,060**
	- Housing & Community Services Department - ESG Administration		$5,026	$11,169	$9,373	$9,373
	- City Indirect Cost		$3,515	$5,585	$4,687	$4,687
	TOTAL EMERGENCY SOLUTIONS GRANT	**$0**	**$70,331**	**$223,388**	**$187,471**	**$187,471**
	GRAND TOTAL	**$125,133**	**$195,313**	**$223,388**	**$187,471**	**$187,471**

Executive Summary

1. Introduction

The 2015-16 Annual Action Plan is the second year of the City of Wichita 2014-2018 Consolidated Plan, which provides a basis and strategy for the use of federal funds allocated to the City of Wichita by the U.S. Department of Housing and Urban Development. Programs and activities identified in this Plan are intended to primarily benefit low and moderate income residents of the City of Wichita and neighborhoods with high concentrations of low and moderate income residents, which will ultimately benefit the city as a whole. This plan is the product of citizen participation, public hearings, and consultations with other agencies, groups and organizations involved in the development of affordable housing, creation of job opportunities for low and moderate income residents, and/or provision of services to children, elderly persons, persons with disabilities, and homeless persons. A complete draft of this Plan was made available for public review and comment during the period of March 4, 2015, through April 3, 2015, and approved for submission to HUD following a public hearing on this matter during the regular meeting of the City Council on May 5, 2015, at 9:00 a.m. at Wichita City Hall, 455 N. Main Street. The approved plan included the use of $2,632,870 from the 2015-16 annual allocation of Community Development Block Grant (CDBG) funds, and $44,661 from prior year funds for a total spending plan utilizing $2,677,531 in CDBG funds.

Due to the receipt of program income and unexpended funds recaptured from prior year activities, there are additional CDBG funds which may now be programed.

The purpose of this Substantial Amendment to the 2015-16 Second Program Year Action Plan is to program an additional $1,701,794 recaptured and/or unallocated funds, to revise certain language in the 2015-16 Plan to incorporate updated federal regulations and to clarify program process related to the planned use of federal funds.

2. Summarize the objectives and outcomes identified in the Plan

The theme of the City's 2014-2018 Consolidated Plan is "Creating Communities of Choice." Following that theme, activities identified in the plan prioritize housing needs in the core of the city by developing and/or maintaining strong infrastructure to enhance the living and working environment, as well as providing activities to support the needs of the people who live and/or work in these areas. The City will continue supporting services for the homeless, with a strong emphasis on permanent housing solutions, as well as activities to develop the capacity of low-to-moderate income families through job training, employment, and asset-building initiatives.

The Substantial Amendment to the 2015-16 Plan will not change the objectives and outcomes previously identified, but will provide additional funding to enhance the outcomes for planned activities and to allow for new activities that will support the goals identified in the approved Plan.

3. Evaluation of past performance

The City of Wichita has a history of successful administration of federal programs for housing, as well as community planning and development. That system is firmly in place and will continue for future administration of Consolidated Plan funds. It includes professional administration by City staff and partnerships and contracts with community agencies. Results of the City's administration of programs funded with Consolidated Plan resources are reported using the Consolidated Annual Performance and Evaluation Report (CAPER) format and can be found on the City's website.

4. Summary of Citizen Participation Process and consultation process

For the City of Wichita, citizen participation is a vital component of the consolidated planning process. To encourage Wichita citizens to be involved in establishing priorities regarding planning and funding public programs and activities, the Housing and Community Services Department has developed a Citizen Participation Plan which uses various media formats to engage the public in identifying needs and priorities. All citizens are encouraged to participate in the development and review of the Consolidated Plans and Annual Plans, including substantial amendments, and the Consolidated Annual Performance and Evaluation Reports (CAPER). Notice of public hearings and comment periods will be published in the designated official newspaper or newspapers of general circulation, and advertised on the City-7 cable television channel.

This summary of the Substantial Amendment will be made available for public review and comment from September 2 through October 2, 2015. Hard copies of the summary will be available at the following sites:

City Hall

- City Council Office

Housing and Community Services Department

Wichita Public Library

- Central Library
- Lionel Alford
- Ford Rockwell
- Westlink

Neighborhood Resource Centers

- Atwater
- Evergreen
- Colvin

A public hearing will be held at 9:00 a.m. on Tuesday, October 6, 2015, during the regular City Council meeting on the first floor of City Hall, 455 N. Main, Wichita, Kansas.

Oral comments may be made at that meeting.
Written comments may be submitted to:

City of Wichita
Housing and Community Services Department
332 N. Riverview
Wichita, KS 67203

Comments may be submitted via electronic mail to: llank@wichita.gov

Expected Resources: 2015-2016

Program	Uses of Funds	Expected Amount Available Year 2			
		Annual Allocation:	Program Income:	Prior Year Resources:	Total:
CDBG	Public Services Housing Public Improvements Admin and Planning	$2,632,870	0	~~$44,661~~ **$1,746,455**	~~$2,677,531~~ **$4,379,325**
HOME	Acquisition Homebuyer assistance Homeowner rehab New construction for ownership Administration	$1,107,844	0	0	$1,107,844
ESG	Administration Overnight shelter Prevention Rapid Re-housing HMIS	$238,807	0	0	$238,807

This substantial amendment will revise the numbers illustrated in bold text, above.

Annual Goals and Objectives: 2015-2016

Goals Summary Information

NOTE: Items displayed in bold text are included as part of this Substantial Amendment

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Home Repair	2015	2016	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Safe Affordable Housing	CDBG: $1,129,251	250 households
2	**Home Repair – Special Financing**	**2015**	**2016**	**Affordable Housing**			**$30,000**	**10 Families**
3	New Housing Development (single/multi-family)	2015	2016	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		HOME: $533,836	10 houses
4	**Demolition activities related to new development**	**2015**	**2016**	**Affordable Housing**	**Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area**		**CDBG: $50,000**	**4 units**
5	Homebuyer Assistance	2015	2016	Affordable Housing	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		HOME: $288,224 **CDBG: $100,000**	~~14~~ **19** Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
6	Housing First	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	CDBG: $68,500 ESG: $10,000	64 chronically homeless individuals
7	Homeless Assistance (Shelters)	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: $135,166	500 Persons Assisted in Overnight Shelter; 1500 Persons Assisted in Day Shelter
8	Women's Services	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		CDBG: $250,000	400 Persons Assisted
9	**Code Enforcement/ Code compliance activities**	**2015**	**2016**	**Housing**	**Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area**	**Safe Affordable housing**	**CDBG $100,000**	**100 units**

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Boarded Up House Program	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		HOME: $125,000	2 Houses
11	Office of Community Engagement	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non Housing Community Development	CDBG: $385,000	15,000 persons
12	Training and Employment	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		CDBG: $225,000	Jobs placements: 100 Jobs
13	Youth Enrichment and Crime Prevention	2015	2016	Non-Housing Community Development	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area		CDBG: $125,000	4,000 persons
14	Program Administration	2015	2016	Program Administration	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Non Housing Community Development	CDBG: ~~$494,780~~ **$526,574** HOME: $110,784 ESG: $17,910	Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
15	Rapid Re-Housing	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: $63,315	30 Households
16	Homeless Prevention	2015	2016	Homeless	Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area	Homelessness	ESG: $21,105	20 Households
17	**Neighborhood Stabilization Activities***	**2015**	**2016**	**Non-Housing Community Development**	**Wichita Neighborhood Revitalization Area; Redevelopment Initiative Area; Local Investment Area**	**Non Housing Community Development**	**$1,390,000***	**10,000 persons**

Items displayed in bold text are included as part of the 2015-16 Substantial Amendment.

Neighborhood Stabilization Activities include the following list of preliminary projects:

- **Street Paving project previously identified, additional funds to improve drainage - $115,000**
- **Fairmount Park Improvement Project - $100,000**
- **Green Street Bikeway Construction - $400,000**
- **Pedestrian crossing construction at 9th & McLean - $150,000**
- **Bike path construction, south of Kellogg on Market and Topeka streets - $300,000**
- **Wichita Housing Authority Ash Park Improvements - $250,000**
- **Sidewalk construction, previously identified project, lengthen project area - $75,000**

The 2015-16 Second Program Year Action Plan did not specify the following Revolving Loan activities as a part of the action plan. These activities were implemented in prior years with CDBG funds and have continued to operate as revolving loan activities during the current program year, but at a reduced level. This substantial amendment will reduce the balance available in those three programs, for which there has been reduced demand.

- **Historic Revolving Loan Program will be reduced to $131,000, which converts $150,000 to program income that can be designated for other CDBG-eligible activities.**
- **Direct Revolving Loan Program will be reduced to $0 and replaced with the Home Improvement Loan Program. This converts $91,183 to program income that can be designated for other CDBG-eligible activities.**
- **Rental Rehab Revolving Loan Program will be reduced to $100,000. This converts $218,878 to program income that can be designated for other CDBG-eligible activities.**

Additional items to be included in the Substantial Amendment pertain to narrative sections where revisions have been identified. Following is summary of the proposed revisions:

- **Revise language in the Consultation Process and Emergency Solutions Grant (ESG) standards to better clarify current processes.**
- **Revise the narrative related to Affirmatively Furthering Fair Housing for consistency with new rules and guidance.**
- **Revise the narrative to better describe contract monitoring and risk assessment process for consistency with new rules and guidance.**
- **Revise the narrative to allow for plans to issue a Request for Proposals (RFP) for educational activities on fair housing during community development month.**
- **Revise the narrative to allow for plans to issue a Request for Proposals (RFP) for Prevention Services funded in ESG, if determined necessary based on revised procurement standards.**

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Cadillac Lake, LLC Development Agreement and Future Park Site (District V)

INITIATED BY: Department of Park & Recreation
Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the Development Agreement, initiate the Project, adopt the Bonding Resolution and authorize the necessary signatures.

Background: Cadillac Lake, LLC (Developer) is planning to develop the former 72-acre Pracht Farm into a commercial development at the southeast corner of Maize Road and 29th Street North. The development will be a mix of retail offices, hotel and restaurants on 31 acres. The southeasterly 41-acre portion of the farm will be retained as either open stormwater ponds or wetlands. This area is proposed to be enhanced under a Development Agreement with the City of Wichita (City). To the south of Pracht Farm is an existing stormwater detention basin and wetland preserve, which was constructed in 2009 and is owned by the City. Both areas, known locally as "Pracht Wetland" and "Cadillac Lake" have long been recognized to have some wetland properties and provide some flood reduction benefits to properties along the Westlink Tributary.

The Developer is interested in granting the 41 acres of Pracht Farm wetland areas to the City at no cost, to be combined with the City's "Cadillac Lake" parcel to form an urban wetland park. The Developer has been working with the Park and Recreation Department (Park) and the Public Works & Utilities Department to acquire the necessary § 404 U.S. Army Corp of Engineers Permit (404), prepare a Development Agreement and assure access to the future park site. The proposed urban wetland park will provide park users the opportunity to learn the importance of wetland systems and the benefits they provide from an environmental and ecological perspective. Initial designs include features such as a small parking area, visitor trailhead, a system of interconnected pathways, boardwalks and wildlife viewing stations with interpretive signage and graphics.

This project is viewed favorably by several environmental groups and stakeholders, including the Watershed Restoration and Protection Strategy for the Cowskin Creek Watershed (WRAPS); Wichita Audubon Society; Kansas Wildlife Federation; the Nature Conservancy of Kansas; Playa Lakes Joint Venture; the Kansas Chapter of the Wildlife Society; as well as the current and former directors of the Great Plains Nature Center, who have substantial knowledge and history of this site.

Analysis: A Development Agreement has been prepared which outlines the responsibilities of the Developer and the City. Both have prepared the 404 permit request, which has been submitted to the Corps of Engineers, has been reviewed by the public and is awaiting Corps approval. The Cadillac Lake plat is under consideration for final approval and identifies Reserve "A" as open space/wetlands/city park land. Dedication, access and related documents are also being prepared.

The Development Agreement states that the Developer will be responsible for:

- Donating wetlands (Parcel "2") and trailhead (Parcel "3") areas to the City.
- Preparing a petition for the creation of an Improvement District (submitted).

- Submitting the 404 permit which will include the wetlands mitigation plan (submitted).
- Preparing plans for the wetlands preserve/stormwater detention facility on Parcel "2."
- Conveying groundwater permits No. 41207 (20 AF) and No. 41208 (700 AF) to the City.
- Contributing financially to the cost of the drainage improvements.

The City will be responsible for:

- Assuming responsibility for wetlands preserve monitoring and maintenance activities per the 404.
- Constructing the drainage improvements on Parcel "2."
- Accepting groundwater permits No. 41207 (20 AF) and No. 41208 (700 AF) and sharing equally in the cost of operation, maintenance and eventual replacement of the common well.
- Requiring the removal and relocation of excess dirt to the Developer's property.
- Maintaining, along with the Developer, the lakes at or near their current static pool water level.
- Contributing financially to cost of the drainage improvements.
- Developing park improvements.
- Working with the Developer to prepare plans for the trail entrance and parking on Parcel "3."

Financial Considerations: Drainage improvements are budgeted at $806,400. This budget may not be exceeded without the mutual consent of both the City and the Developer.

Based on the ratio of public vs. private benefit, the Developer agrees to pay up to 76% of the budgeted drainage project costs ($612,864) through petitioned special assessments, which have been submitted with the Cadillac Lake plat. The City agrees to pay an amount not to exceed 24% of the budgeted project cost which is $193,536. The Stormwater Utility will provide up to $180,744 from 2015 Hot Spot Utility Funds. Park will provide up to $12,792 from 2016 Capital Improvement Program (CIP) funds for Pracht Wetlands.

The 2015-2024 CIP includes $1 million in funding to develop the two sites into an urban wetland park between 2016 and 2018. The 2016 funds, totaling $250,000, will be initiated for the Park portion of the drainage project, design, regulatory improvements and construction. The funding source will be General Obligation Bonds.

Park will bear the responsibility of ongoing monitoring of wetland conditions and establishment of appropriate vegetation as required by the joint 404 permit. The approximate cost for these professional services is estimated to cost $5,000 annually.

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

Recommendations/Actions: It is recommended that the City Council approve the Development Agreement, initiate the Project, adopt the Bonding Resolution and authorize the necessary signatures.

Attachment: Development Agreement and Bonding Resolution.

DEVELOPMENT AGREEMENT
REGARDING DEVELOPMENT OF PROPERTY AT THE
SE CORNER OF 29th AND MAIZE ROAD

THIS AGREEMENT, is made and entered into this_____ day of _____, 2015, by and between the CITY OF WICHITA, KANSAS, a corporate body politic and political subdivision of the State of Kansas (the "City"), and CADILLAC LAKE, LLC (the "Developer") a Kansas limited liability company.

Recitals

A. A City of Wichita commissioned drainage study assessing long term drainage issues within the Cadillac Lake drainage basin determined that the City needed additional detention capacity to handle stormwater and specifically to alleviate the significant potential of flooding in the Chadsworth Addition and other subdivisions downstream.

B. The City of Wichita's Parks, Recreation and Open Space (PROS) Plan defines the need for additional park facilities over the next ten to twenty years and identifies the Cadillac Lake area as a "Proposed Park Target Area".

C. A stormwater detention basin was constructed on land in the Cadillac Lake drainage basin in 2009 and a wetland preserve was established on adjacent City-owned land.

D. The City of Wichita Public Works and Parks Departments have determined that these improvements should be expanded and enhanced to address the needs identified in the Cadillac Lake drainage study and PROS Plan.

E. In addition to the PROS Plan, The Pracht Wetland Task Force published a report in September 1993 calling for a wetland preserve in the Cadillac Lake basin to "to provide a variety of traditional wetland functions, with emphasis on public enjoyment and environmental education". The preserve was not created due to a lack of funding.

F. This Agreement provides for the development of real property located in the Cadillac Lake drainage basin at the southeast corner of the intersection of 29th and Maize Road in Wichita, Kansas (the "Project"). The Project includes both public and private components that address the aforementioned needs. The centerpiece of the public component includes lakes and a wetland preserve available to the general public for environmental education and outdoor recreation ("Park") and stormwater detention facilities ("Detention Facilities") that will provide additional detention capacity for the City of Wichita. The location of the Park and Detention Facilities is more fully described in Exhibit 1. The private component will include retail buildings, hotel buildings, entertainment, and restaurant establishments in locations within the Project as more fully described in Exhibit 1. The private component provides the land and a majority of the funding necessary for the public component.

G. In order to address the City's recreational and detention needs, the Project will provide additional detention capacity, preserve and enhance existing wetlands, and create new wetlands in accordance with a wetlands mitigation plan to be prepared at the Developer's cost for submittal to the Kansas City District of the Corps of Engineers for approval.

H. The financial assistance provided by the Developer will enhance the economic feasibility of the City's park and drainage project.

I. In order to promote economic development and to stimulate economic growth within the City, the City and the Developer intend to make or cause to be made public improvements within an Improvement District (the "Drainage Improvements") in accordance with this Agreement.

J. Development of the Project area will serve a public purpose by providing needed public improvements, increasing property and sales taxes, creating jobs within the City and providing services to a rapidly growing area of the City.

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

Article I
Definitions

1.1. Definitions. For purposes of this Agreement, each of the following items, when used with an initial capital letter, shall have the following meaning:

"§404 Permit" means a permit issued under Section 404 of the Clean Water Act.

"Agreement" means this Development Agreement.

"City" means the City of Wichita, a corporate body politic.

"City Council" means the City Council of the City of Wichita.

"City Representative" means the City Manager of the City or his designee.

"Clean Water Act" means 33 U.S.C. §§1251 to 1387, as modified from time to time.

"Developer" means Cadillac Lake, LLC, a Kansas limited liability company, and its permitted assignees.

"Improvement District" (as defined under K.S.A. §12-6a-01(f)) means the area described in the attached Petition, composed of Parcels 1, 2 and 3 which are depicted on Exhibit 1 and legally described on Exhibits 2, 3 and 4.

"Parcel 1" means the land depicted as Parcel 1 on Exhibit 1 and legally described on Exhibit 2.

"Parcel 2" means the land depicted as Parcel 2 on Exhibit 1 and legally described on Exhibit 3.

"Parcel 3" means the land depicted as Parcel 3 on Exhibit 1 and legally described on Exhibit 4.

"Parties" means the City and the Developer. "Party" means any one of the Parties. "Project" means the development of real property located in the Cadillac Lake drainage basin at the southeast corner of the intersection of 29th and Maize Road, Wichita, Kansas, as set forth in the Recitals.

1.2. Other Definitions. In addition to the terms defined in Section 1.1, other terms will have the definitions provided elsewhere in this Agreement.

1.3 Exhibits. The exhibits identified in this Agreement and attached to it, or otherwise identified by the signing or initialing of the Parties, are incorporated by reference and made a part of this Agreement as though they were fully set forth in the text of this Agreement.

Article II
Project Description, Funding and Control

2.1 Project Description.

(a) Cadillac Lake, LLC owns: Parcel 1 and will develop it for commercial uses in accord with plans and specifications to be prepared at a later date; Parcel 2 and Parcel 3.

(b) The Developer has prepared and submitted to the City a petition for the creation of an Improvement District ("Petition") a copy of which is attached hereto as Exhibit 5.

(c) As part of the Project, the Developer has submitted a § 404 Permit application to the U.S. Army Corps of Engineers, a copy of which is attached hereto as Exhibit 6.

(d) As part of the Project, subject to Parties' approval, plans will be prepared for a wetlands preserve and stormwater detention facility on Parcel 2 and a trail entrance & parking on Parcel 3 in general conformance with Preliminary Park and Detention Facilities Plan attached hereto as Exhibit 7.

(e) As part of the § 404 Permit application, a wetlands mitigation plan, including provisions for monitoring and maintenance of the wetlands preserve to be constructed

pursuant to this Agreement, will be submitted to the Corps of Engineers. Until confirmation from the Corps of Engineers that required mitigation has been completed in accordance with the §404 Permit, and thereafter upon such confirmation, the City shall assume responsibility for wetlands preserve monitoring and maintenance activities as may be required pursuant to the terms of the §404 Permit. In the event the City fails to so comply, the Developer may, but shall not be obligated to, upon thirty (30) days prior written notice to the City, and the City's failure to comply within such thirty (30) day period (or longer time as reasonably necessary so long as the City commences compliance within such thirty (30) day period and thereafter diligently pursue the same to completion), take any and all actions necessary to cause the Project to be in compliance with the terms and conditions of the §404 Permit and/or any directives of the Corps of Engineers concerning same, and the City shall reimburse the Developer for all costs expended in such actions within thirty (30) days.

(f) Upon final approval of the zoning, plat and the § 404 Permit that are necessary to develop Parcel 1, the Developer will donate Parcels 2 and 3 together with the water rights described below in Section 2.1(i) to the City. The City, following completion of the procedures necessary to initiate special assessment financing for the Drainage Improvements on Parcel 2, will then construct the Drainage Improvements on Parcel 2 in accord with the plans and specifications to be established and set forth in the Park and Detention Facilities plans and drainage petition and in compliance with the Corps of Engineers' § 404 Permit.

(g) The City will require, as part of the public portion of the Project, the removal and relocation of excess dirt, such relocation to be from the public portion of the Project to portions of the Developers' property within the Project (with the quantities of dirt, compaction ratios of the relocated dirt, and areas for relocation to be designated by the Developer on plans and specifications to be provided to the City). The City shall make no representations or warranties of any kind as to the accuracy of the compaction ratio or the suitability of the relocated dirt for building, and the Developer agrees to indemnify and hold the City harmless from and against any such claims relating to the dirt removal/relocation as referenced herein.

(h) It is the intent of the Parties that the existing lakes, depicted on Exhibit 1 (the "Lakes) be maintained at or near their current static pool water level of approximately 1,347 feet ("Water Level") to support a healthy environment for fish and other wildlife and for the wetlands to be maintained under the §404 Permit.

(i) Groundwater permits No 41207, 41207and 41461, issued by the State of Kansas Division of Water Resources ("DWR") and owned by the Developer (collectively the "Permits") authorize diversion of water for both groundwater and surface water rights. Permit No. 41461 for 14 AF of groundwater will be retained by the Developer. The Developer will have to change the use of this water right for irrigation. Ownership of Permit No. 41207 for 20 AF of groundwater and Permit No. 41208 for 700 AF of surface water will be conveyed to the City after the Developer receives its irrigation permit. Water

use by both parties from the common well for Permit Nos. 41207 and 41461will be by separate water meters. Both parties agree to share equally the cost of well operation, maintenance and eventual replacement. Developer will grant to the City an easement of ingress and egress to the well site for repairs, maintenance and replacement to the well..

2.2 Project Funding.

(a) The construction budget for the Drainage Improvements is $806,400, as is set forth in the Petition. The cost of the Drainage Improvements will not exceed $806,400 without the mutual consent of the Parties.

(b) Financing for the cost of the Drainage Improvements will be through special assessments as described in the Petition and as authorized under K.S.A. 12-6201, et sq., with an amount not to exceed 24% of the total cost of the Drainage Improvements to be payable by the city-at-large, and the balance to be assessed against Parcel 1.

(c) In consideration of Developer's agreement to participate in the funding of the detention facilities, and for the donation of Parcels 2 and 3 to the City, the City agrees to construct the Drainage Improvements consistent with the Petition attached hereto as Exhibit 5 and by this reference incorporated herein.

(d) Pursuant to City development policy, Developer shall furnish a standby letter of credit to secure the payment of the special assessments described in the Petition.

(e) Design and construction costs for the Park improvements are anticipated to be separately funded with the proceeds of General Obligation Bonds, currently initiated in an amount of $250,000, and any available grant funding, and costs beyond the $250,000 will be contingent on future City Council action to initiate additional bonding authority under the CIP, and (as to grant funding) success in obtaining grant funding for the Park improvements.

Article III
Authority

3.1 City's Warranties. The City represents and warrants as follows to the best of its knowledge and belief:

(a) That, subject to necessary approvals by its governing body, it has taken, or intends to take, such action(s) as may be required and necessary to process the approvals, ordinances and issuances necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties and obligations on its part to be kept and performed as provided by the terms and provisions hereof.

(b) That the City has full constitutional and lawful right, power and authority, under currently applicable law, to execute and deliver and perform the terms and

obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

(c) The City represents and warrants, to the best of its knowledge and belief, that it and this agreement are in full and complete compliance with the Kansas Cash Basis Law and the Kansas Budget Law.

3.2 Developer Warranties. The Developer warrants and represents to the City as follows:

(a) It is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Kansas.

(b) It has the requisite power to execute this Agreement and the other documents contemplated herein and to consummate the transactions contemplated hereby.

Article IV
General Provisions

4.1 Governing Law. This Agreement and the legal relations between the Parties shall be governed by, construed and interpreted under the laws of the State of Kansas, and exclusive venue for all disputes and litigation shall be in Sedgwick County, Kansas only.

4.2 Approvals.

(a) Whenever a matter requires the approval of City or the City Representative under this Agreement, or by the Developer, that approval is not to be unreasonably withheld, conditioned or delayed.

(b) Subject to any limitation, requirements or duties imposed by law, the City will cooperate in good faith with the Developer to obtain all appropriate Governmental approvals for the public component of the Project, including but not limited to all permits or licenses, and to implement expedited processes for all government approvals necessary to the development process including but not limited to zoning approvals, site plan approval and building permit issuance.

4.3 Other Documentation. The City Representative will, to the extent permitted by law, provide to Developer any other information or documentation reasonably requested by Developer to assist Developer in the performance of its duties and obligations under this Agreement.

4.4 Effective Date. This Agreement is effective upon the enactment of the City Council Resolution authorizing the Improvement District, or the execution of this Agreement by the Parties, whichever last occurs.

4.5 No Waiver. No failure of a Party to exercise any power given such Party hereunder or to insist upon strict compliance of another Party with its obligations hereunder, and no custom or practice of the Parties at variance with the terms hereof, shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.

4.6 Amendments. No amendment to this Agreement shall be binding on any of the Parties unless such amendment is in writing, is duly authorized, and is duly executed by all of the Parties to this Agreement.

4.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument.

4.8 Headings. The headings of the sections and subsections of this Agreement are inserted for convenience only and do not constitute a part of this Agreement.

4.9 Notices. All notices required or permitted under this Agreement shall be in writing and shall be deemed effective: (i) upon delivery, if delivered in person; (ii) one (1) day after delivery to FEDEX or other similar overnight courier service, marked for next day delivery, addressed as set forth below; or (iii) three (3) days after deposit in United States Mail if sent by certified mail, return receipt requested, addressed as set forth below. The notice addresses of the parties are as follows:

(a) If to the City:

Robert Layton, City Manager
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202

and

Shawn Henning, Director of Finance
City Hall, 12th Floor
455 North Main Street
Wichita, Kansas 67202

and

Sharon Dickgrafe, Interim City Attorney
City Hall, 13th Floor
455 North Main Street
Wichita, Kansas 67202

(b) If to Developer:

Jerry D. Jones
Cadillac Lake, LLC
727 N. Waco, Suite 400
Wichita, Kansas 67203

and

Stuart Kowalski
Cadillac Lake, LLC
727 N. Waco, Suite 400
Wichita, Kansas 67203

4.10 Severability. If any clause or provision of this Agreement is or becomes invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body or entity, then the remaining parts of this Agreement shall not be affected by such invalidity or unenforceability, and the remainder of this Agreement shall be enforced to the greatest extent permitted by law.

4.11 Documents. If this Agreement is terminated for any reason, all drawings, plans, specifications and other documents prepared for the Project pursuant to this Agreement shall unconditionally become or remain the property of the party which paid for said documents.

4.12 Binding Effect. Subject to the limitations of Section 4.15, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

4.13 Cash Basis and Budget Laws. It is the intent of the Parties that the provisions of this Agreement are not intended to violate the Kansas Cash Basis Law (K.S.A. 10-1101, et seq.) (the "Cash Basis Law") or the Kansas Budget Law (K.SA. 79-2925) (the "Budget Law"). Therefore, notwithstanding anything to the contrary herein contained, the City's obligations under this Agreement are to be construed in a manner that assures that the City is at all times not in violation of the Cash Basis Law or the Budget Law.

4.14 Other Agreements. The Parties also covenant to execute such additional documents as may be reasonably necessary to provide for the coordinated construction of the Project and the related improvements.

4.15 Assignment. The rights, duties and obligations of this Agreement shall not be assignable by the City. The Developer may assign the rights, duties and obligations of this Agreement with the consent of the City which consent shall not be unreasonably withheld, conditioned or delayed. If the Developer assigns its rights, duties and obligations of this Agreement, and the assignee agrees to assume these rights, duties and obligations, then the Developer shall be released from the Agreement. Any transfer of an ownership interest in the Developer by merger, consolidation, sale of stock or liquidation shall not constitute an assignment for purposes of this Agreement.

4.16 Default. A default shall occur under this Agreement in the event that any party fails to materially comply with the terms and conditions of this Agreement, and such failure continues for thirty (30) days after written notice thereof; provided, however, that in the event a good faith effort is being made to remedy a non-compliance, such non-compliance cannot reasonably be cured in a thirty (30) day period and the defaulting party is diligently pursuing the remedy thereof, a reasonable additional period shall be allowed to cure such non-compliance. In the event a cure is not diligently pursued or accomplished within a reasonable time, the aggrieved party may institute proceedings or take other such action as necessary or desirable to cure and remedy the breach or default, including all remedies at law or in equity including, specific performance.

4.17 Time is of the Essence. Time is of the essence of this Agreement

4.18 Right of Rescission.

(a) The Developer may rescind this Agreement if:

(1) In Developer's sole discretion, for failure to receive an acceptable Corps of Engineers § 404 Permit;

(2) the City defaults under this Agreement; or

(3) if in the Developer's sole discretion, the Project becomes economically infeasible for reasons including, but not limited to, additional unanticipated regulatory requirements or the onset of litigation that includes parties other than those exclusively subject to this Agreement.

(4) the Petition is not approved for any reason.

(5) the City is unable for any reason to issue and market bonds or notes to finance the cost of the Drainage Improvements.

(b) The City may rescind this Agreement if:

(1) In City's sole discretion, for failure to receive an acceptable Corps of Engineers § 404 Permit;

(2) the Developer defaults under this Agreement.

(3) if conditions are imposed as part of the § 404 Permit which materially impact the overall economic cost of the Project for the City or which materially and adversely impacts the amount of detention capacity the Project will provide, as determined by the City in its sole and absolute discretion;

(4) the Petition is not approved for any reason.

(5) the City is unable for any reason to issue and market bonds or notes to finance the cost of the Drainage Improvements.

4.19 Force Majeure. Neither the City nor the Developer, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations under this Agreement in the event of any delay caused by damage, destruction by fire or other casualty, strike, shortage of material, adverse weather condition such as, by way of illustration and not limitation, severe rain storms or below freezing temperatures of abnormal degree or quantity for an abnormal duration, tornadoes or cyclones, failure of the City to secure all necessary governmental approvals and other events or conditions beyond the reasonable control of the party affected which, in fact, interferes with the ability of such party to discharge its respective obligations hereunder.

4.20 Brokerage Commission. Each party represents to the others that they have not discussed this Agreement or the subject matter thereof with any real estate broker, agent or salesperson so as to create any legal right in any such broker, agent or salesperson to claim a real estate commission or similar fee with respect to the transaction contemplated by this Agreement.

4.21 Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no representations, inducements, promises or agreements, oral or otherwise, between the Parties not embodied herein, shall be of any force or effect.

4.22 No Construction Against Draftsman. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any provision of this Amendment or that such provisions have been drafted on behalf of said Party.

IN WITNESS WHEREOF, the Parties have caused their duly authorized officers to execute this Agreement and to affix their respective corporate seals as of the date first above written.

DEVELOPER:

CADILLAC LAKE, LLC

Jerry D. Jones, Vice President

CITY:

The City of Wichita, Kansas, a municipal corporation:

Jeff Longwell, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

for Jennifer Magana, City Attorney and Director of Law

EXHIBITS

EXHIBIT 1: Graphic Depiction of Project

EXHIBIT 2: Legal Description of Parcel 1 –Cadillac Lake Parcel

EXHIBIT 3: Legal Description of Parcel 2 – Park and Detention Basin Parcel

EXHIBIT 4; Legal Description of Parcel 3 – Park Access and Parking

EXHIBIT 5: Improvement District Petition

EXHIBIT 6: 404 Permit Application

EXHIBIT 7: Preliminary Park and Detention Facilities Plan

EXHIBIT 1

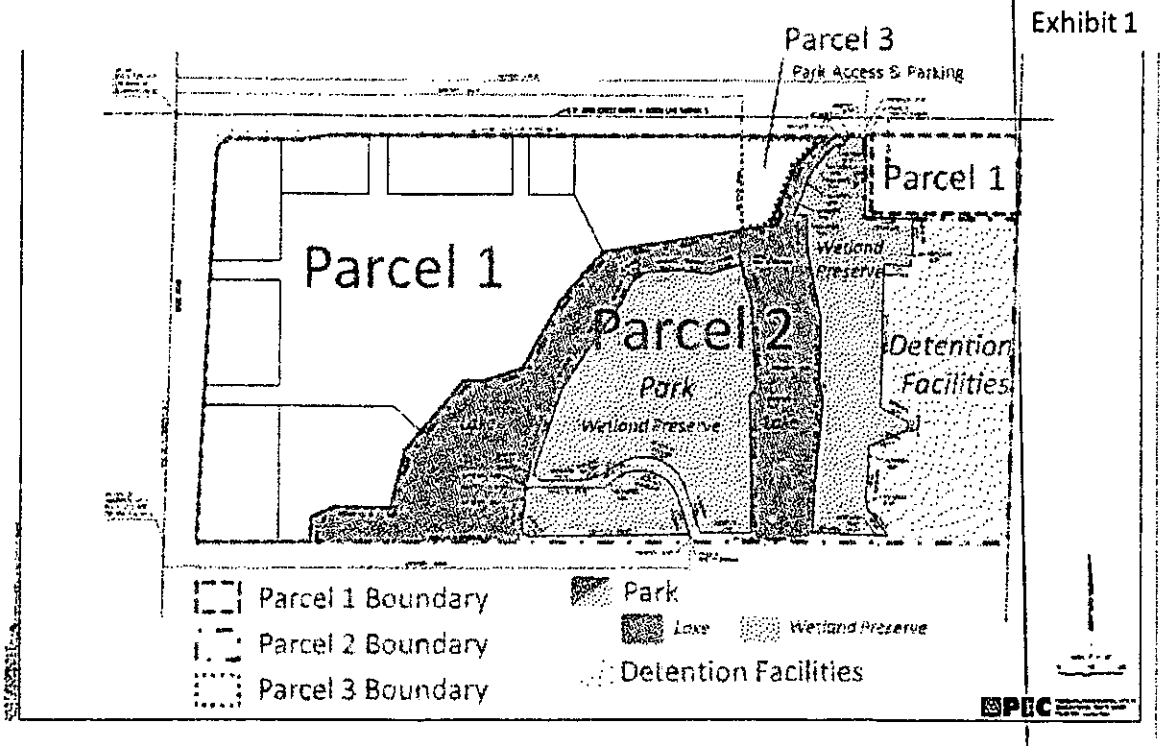


Exhibit 1
Parcel 3
Park Access & Parking
Parcel 1
Parcel 1
Wetland Preserve
Parcel 2
Park
Wetland Preserve
Detention Facilities
Parcel 1 Boundary
Parcel 2 Boundary
Parcel 3 Boundary
Park
Lake
Wetland Preserve
Detention Facilities
PEC

EXHIBIT 2

Legal Description of Parcel 1

Government Lots 3 and 4 in the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, **EXCEPT**:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing N89°43'05"W, along the North line of said Northwest Quarter, a distance of 482.68 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the **POINT OF BEGINNING**; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter, a distance of 130.00 feet; Thence Bearing S44°06'36"W, a distance of 130.00 feet; Thence Bearing S23°58'40"W, a distance of 197.00 feet; Thence Bearing S81°34'23"W, a distance of 523.89 feet; Thence Bearing S41°30'08"W, a distance of 200.00 feet; Thence Bearing S28°42'50"W, a distance of 238.00 feet; Thence Bearing S71°43'05"W, a distance of 120.00 feet; Thence Bearing N89°43'05"W, a distance of 66.00 feet; Thence Bearing S41°50'33"W, a distance of 285.00 feet; Thence Bearing S13°05'15"W, a distance of 181.00 feet; Thence Bearing N89°43'05"W, a distance of 170.00 feet; Thence Bearing S67°24'00"W, a distance of 87.74 feet; Thence Bearing S00°16'55"W, a distance of 76.00 feet to a point on the South line of the North half of said Northwest Quarter; Thence Bearing S89°51'03"E, along the South line of said North half, a distance of 2,178.86 feet to the Southeast corner of the North half of said Northwest Quarter; Thence Bearing N01°24'42"E, along the East line of said Northwest Quarter, a distance of 999.44 feet; Thence Bearing N89°43'05"W, a distance of 476.63 feet; Thence Bearing N00°16'55"E, a distance of 247.00 feet to the **POINT OF BEGINNING**;

and:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing N89°43'05"W, along the North line of said Northwest Quarter, a distance of 612.68 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the **POINT OF BEGINNING**; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter, a distance of 228.60 feet; Thence Bearing S00°16'55"W, a distance of 283.27 feet; Thence Bearing N81°34'23"E, a distance of 60.10 feet; Thence Bearing N23°58'40"E, a distance of 197.00 feet; Thence Bearing N44°06'36"E, a distance of 130.00 feet to the **POINT OF BEGINNING**.

EXHIBIT 3

Legal Description of Parcel 2

A tract of land lying within the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing N89°43'05"W, along the North line of said Northwest Quarter, a distance of 482.68 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the **POINT OF BEGINNING**; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter, a distance of 130.00 feet; Thence Bearing S44°06'36"W, a distance of 130.00 feet; Thence Bearing S23°58'40"W, a distance of 197.00 feet; Thence Bearing S81°34'23"W, a distance of 523.89 feet; Thence Bearing S41°30'08"W, a distance of 200.00 feet; Thence Bearing S28°42'50"W, a distance of 238.00 feet; Thence Bearing S71°43'05"W, a distance of 120.00 feet; Thence Bearing N89°43'05"W, a distance of 66.00 feet; Thence Bearing S41°50'33"W, a distance of 285.00 feet; Thence Bearing S13°05'15"W, a distance of 181.00 feet; Thence Bearing N89°43'05"W, a distance of 170.00 feet; Thence Bearing S67°24'00"W, a distance of 87.74 feet; Thence Bearing S00°16'55"W, a distance of 76.00 feet to a point on the South line of the North half of said Northwest Quarter; Thence Bearing S89°51'03"E, along the South line of said North half, a distance of 2,178.86 feet to the Southeast corner of the North half of said Northwest Quarter; Thence Bearing N01°24'42"E, along the East line of said Northwest Quarter, a distance of 999.44 feet; Thence Bearing N89°43'05"W, a distance of 476.63 feet; Thence Bearing N00°16'55"E, a distance of 247.00 feet to the **POINT OF BEGINNING.**

(said tract of land containing 38.708 acres, more or less)

EXHIBIT 4

Legal Description of Parcel 3

A tract of land lying within the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., being more particularly described as follows:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing N89°43'05"W, along the North line of said Northwest Quarter, a distance of 612.68 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the **POINT OF BEGINNING**; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter, a distance of 228.60 feet; Thence Bearing S00°16'55"W, a distance of 283.27 feet; Thence Bearing N81°34'23"E, a distance of 60.10 feet; Thence Bearing N23°58'40"E, a distance of 197.00 feet; Thence Bearing N44°06'36"E, a distance of 130.00 feet to the **POINT OF BEGINNING**.

(said tract of land containing 0.811 acres, more or less)

EXHIBIT 5

PETITION

Drainage Improvements near the SE corner of Maize Rd & 29th St.

TO: The Mayor and City Council (the "Governing Body")

City of Wichita, Kansas

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

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

Drainage improvements including but not limited to detention ponds, weirs, storm sewer, and BMPs on property that will be dedicated to the City of Wichita subject to the Development Agreement executed between the City of Wichita and Cadillac Lake, LLC dated _____.

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

(b) The estimated or probable cost of the proposed Improvements is: **EIGHT HUNDRED SIX THOUSAND FOUR HUNDRED DOLLARS ($806,400),** exclusive of interest on financing and administrative and financing costs and costs associated with permits from Federal and State agencies. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions hereof.

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

See ***Exhibit A*** attached hereto

(d) The proposed method of assessment is: **on a fractional basis as described below.**

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

(e) The proposed apportionment of the cost of the Improvements, between the Improvement District and the City at large, is: 76% to be assessed against the Improvement District and 24% to be paid by the City-at-large.

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

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

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

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

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

Signature	Dated	Property Owned Within Proposed Improvement District

****

THIS PETITION was filed in my office on _____.

_____

Deputy City Clerk

[EXHIBIT A]

IMPROVEMENT DISTRICT DESCRIPTION

Government Lots 3 and 4 in the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas, **EXCEPT**:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing N89°43'05"W, along the North line of said Northwest Quarter, a distance of 482.68 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the **POINT OF BEGINNING**; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter, a distance of 130.00 feet; Thence Bearing S44°06'36"W, a distance of 130.00 feet; Thence Bearing S23°58'40"W, a distance of 197.00 feet; Thence Bearing S81°34'23"W, a distance of 523.89 feet; Thence Bearing S41°30'08"W, a distance of 200.00 feet; Thence Bearing S28°42'50"W, a distance of 238.00 feet; Thence Bearing S71°43'05"W, a distance of 120.00 feet; Thence Bearing N89°43'05"W, a distance of 66.00 feet; Thence Bearing S41°50'33"W, a distance of 285.00 feet; Thence Bearing S13°05'15"W, a distance of 181.00 feet; Thence Bearing N89°43'05"W, a distance of 170.00 feet; Thence Bearing S67°24'00"W, a distance of 87.74 feet; Thence Bearing S00°16'55"W, a distance of 76.00 feet to a point on the South line of the North half of said Northwest Quarter; Thence Bearing S89°51'03"E, along the South line of said North half, a distance of 2,178.86 feet to the Southeast corner of the North half of said Northwest Quarter; Thence Bearing N01°24'42"E, along the East line of said Northwest Quarter, a distance of 999.44 feet; Thence Bearing N89°43'05"W, a distance of 476.63 feet; Thence Bearing N00°16'55"E, a distance of 247.00 feet to the **POINT OF BEGINNING;**

and:

COMMENCING at the Northeast corner of the Northwest Quarter of Section 5, Township 27 South, Range 1 West of the 6th P.M.; Thence Bearing N89°43'05"W, along the North line of said Northwest Quarter, a distance of 612.68 feet; Thence Bearing S00°16'55"W, a distance of 60.00 feet to the **POINT OF BEGINNING**; Thence Bearing N89°43'05"W, parallel with and 60.00 feet South of the North line of said Northwest Quarter, a distance of 228.60 feet; Thence Bearing S00°16'55"W, a distance of 283.27 feet; Thence Bearing N81°34'23"E, a distance of 60.10 feet; Thence Bearing N23°58'40"E, a distance of 197.00 feet; Thence Bearing N44°06'36"E, a distance of 130.00 feet to the **POINT OF BEGINNING**.

EXHIBIT 6

404 Permit Application

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT WITH SUPPORTING DOCUMENTATION

FOR

CADILLAC LAKE 2015: PARK, FLOOD CONTROL AND DEVELOPMENT

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

APRIL 2015

TABLE OF CONTENTS

ENG FORM 4345

PRELIMINARY JURISTICTIONAL DETERMINATION

1. PROPOSED PROJECT
   - 1.1 Project Purpose
   - 1.2 Project Need
   - 1.3 Project Description
2. PROJECT ALTERNATIVES
   - 2.1 No Action Alternative
   - 2.2 Offsite Location Alternatives
   - 2.3 Onsite Location Alternatives
   - 2.4 Summary of Analysis
3. PROJECT IMPACTS
   - 3.1 Reason for Discharge
   - 3.2 Type of Fill Material
   - 3.3 Surface Areas Filled
   - 3.4 Federally Threatened or Endangered Species
   - 3.5 Historic Properties and Cultural Resources
4. PROPOSED MITIGATION PLAN
   - 4.1 Mitigation Approach
   - 4.2 Mitigation Goals and Objectives
   - 4.3 Baseline Information – Proposed Impact Site
   - 4.4 Performance Standards
   - 4.5 Planting Plan
   - 4.6 Maintenance and Monitoring Requirements
   - 4.7 Adaptive Management Plan

EXHIBITS

1. Project Vicinity Map
   Project Boundaries and Legal Description
   Addresses of Adjoining Property Owners
2. Wetland Delineation Map
3. Effective FEMA Flood Insurance Rate Map (May 2012)
   Preliminary FEMA Flood Insurance Rate Map (January 2015)
4. Alternative 1
   Alternative 2
   Alternative 3
5. Mitigation Plan
   Fill and Excavation Plan
6. Proposed Urban Wetlands Park

APPENDICES

- Appendix 1 GIS Wetland Identification and Delineation
- Appendix 2 Allied Laboratories Geotechnical Report
- Appendix 3 Other Agency Comments

LIST OF REFERENCES

U.S. ARMY CORPS OF ENGINEERS

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT

33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved - OMB No. 0710-0003 Expires: 30-SEPTEMBER-2015

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME	8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)
First - Jerry Middle - Last - Jones	First - Philip Middle - Last - Frazier
Company - Cadillac Lake, LLC	Company - Professional Engineering Consultants, P.A.
E-mail Address - jjones@slawsoncompanies.com	E-mail Address - phil.frazier@pec1.com
6. APPLICANT'S ADDRESS:	**9. AGENT'S ADDRESS:**
Address- 727 N. Waco, Suite 400	Address- 303. S. Topeka
City - Wichita State - KS Zip - 67203 Country - USA	City - Wichita State - KS Zip - 67202 Country - USA
7. APPLICANT'S PHONE NOs. w/AREA CODE	**10. AGENTS PHONE NOs. w/AREA CODE**
a. Residence b. Business 316.263.3201 c. Fax	a. Residence b. Business 316.262.2691 c. Fax

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Philip Frazier to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

SIGNATURE OF APPLICANT 4/27/15 DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions)

Cadillac Lake 2015: Park, Flood Control and Development

13. NAME OF WATERBODY, IF KNOWN (if applicable)	14. PROJECT STREET ADDRESS (if applicable)
Cadillac Lake	Address
15. LOCATION OF PROJECT Latitude: •N 37.73530 Longitude: •W 97.45838	City - State- Zip-

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)

State Tax Parcel ID Municipality Wichita, Kansas

Section - 5 Township - 27 South Range - 1 West

17. DIRECTIONS TO THE SITE

SE Quadrant of the intersection of 29th Street North and Maize Road in Sedgwick County.

18. Nature of Activity (Description of project, include all features)

Reduce flooding risk by excavating storage below grade connecting to an existing detention storage facility; placement of fill for commercial development; construct new wetlands; create an urban wetland park. See Section 1.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The basic purpose of the project is the utilization of a 72.08 acre tract of land for commercial development; storm water detention; and an urban wetland park. See Section 1.1.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

Commercial development of an area sufficient to offset the value of donating land to the City of Wichita and participating in the costs of enhancing wetlands and excavating detention storage.

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
27,000 cy compacted fill;6610 cy excavation		

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres Total area of impact = 5.29 acres.

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

Avoidance, minimization, and compensation issues are addressed in Section 2. "Project Alternatives."

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (If more than can be entered here, please attach a supplemental list).

a. Address- See EXHIBIT 1.

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT — DATE 4/27/15 — SIGNATURE OF AGENT — DATE 4·28·15

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

BACKGROUND INFORMATION

A. **REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD):** April 13, 2015

B. **NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:**

GSI Engineering, L.L.C.
c/o Gregg Armstrong
4503 East 47th Street South
Wichita, KS 67210

C. **DISTRICT OFFICE, FILE NAME, AND NUMBER:** CENWK-OD, Slawson Companies, NWK-2014-00242

D. **PROJECT LOCATION(S) AND BACKGROUND INFORMATION:**
(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)
State: Kansas County: Sedgwick City:
Center coordinates of site (lat/long in degree decimal format): Lat., Long.
Universal Transverse Mercator: NAD 83/UTM Zone *Choose Zone*
Authority: ☑ Section 404 ☐ Section 10
Name of nearest waterbody:
Identify (estimate) amount of waters in the review area: **See Table 1 on page 3**
Non-wetland waters: linear feet: (ft) and/or # acres.
Cowardin Class:
Stream Flow:
Wetlands: acres.
Cowardin Class:
Name of any water bodies on the site that have been identified as Section 10 waters:
Tidal: N/A
Non-Tidal: *Waterbody*

E. **REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):**

☑ Office (Desk) Determination. Date: April 13, 2015

☐ Field Determination. Date(s): *Date*

The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

1. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative

appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. §331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

This preliminary JD finds that there *"may be"* waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply)

- ☑ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: *Click here to enter text.*
- ☑ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - ☐ Office concurs with data sheets/delineation report.
  - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps: *Click here to enter text.*
- ☐ Corps navigable waters' study: *Click here to enter text.*
- ☐ U.S. Geological Survey Hydrologic Atlas: *Click here to enter text.*
  - ☐ USGS NHD data.
  - ☐ USGS 8 and 12 digit HUC maps.
- ☑ U.S. Geological Survey map(s). Cite scale & quad name: 1:24,000, WICHITA WEST
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation: *Click here to enter text.*
- ☑ National wetlands inventory map(s). Cite name: WICHITA WEST
- ☐ State/Local wetland inventory map(s): *Click here to enter text.*
- ☑ FEMA/FIRM maps: *Click here to enter text.*
- ☐ 100-year Floodplain Elevation is:
  (National Geodectic Vertical Datum of 1929)
- ☑ Photographs: ☑ Aerial (Name & Date): NAIP 1956, 1996, 2002, 2003, 2004, 2005, 2006, 2008, 2010, 2012, 2013, & 2014.
  - ☐ or ☑ Other (Name & Date): See 42 photos in Photo Log dated 7-29-2014
- ☐ Previous determination(s). File no. and date of response letter: *Click here to enter text.*
- ☑ Other information (please specify): "Preliminary Wetland Identification and Delineation" report prepared by GSI Engineering, L.L.C., received on September 23, 2014 and January 29 & February 9, 2015 letters from GSI (w/enclosures) amending the wetland delineation. **NOTE:** This PJD amends the original PJD dated October 17, 2014, resulting in a correction to the footprint/acreage of aquatic resource NWK-2014-00242-6, reducing the size of that resource from 4.16 acres to 3.98 acres.

IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.

04-13-2015	4/13/15
Signature and date of Regulatory Project Manager (REQUIRED)	Signature and date of person requesting preliminary JD (REQUIRED, unless obtaining the signature is impracticable)

Table 1:

Site Number	Latitude	Longitude	Cowardin Class	Estimated Amount of Aquatic Resource in Review Area	Class of Aquatic Resource
2014-00242-1	37.73478	-97.45900	PAB	6.86 acres	NRPWW
2014-00242-2	37.73681	-97.45593	PAB	0.46 acres	NRPWW
2014-00242-3	37.73533	-97.45659	PAB	0.54 acres	NRPWW
2014-00242-4	37.73514	-97.45610	PAB	2.43 acres	NRPWW
2014-00242-5	37.73550	-97.45527	PUB	5.20 acres	NRPWW
2014-00242-6	37.73454	-97.46071	PUB	3.98 acres	NRPWW
2014-00242-7	37.73519	-97.45806	PEM	0.62 acres	NRPWW
2014-00242-8	37.73398	-97.45793	PUB	2.0 acres	NRPWW
2014-00242-9	37.73651	-97.45704	PUB	0.13 acres	NRPWW
2014-00242-10	37.73491	-97.45700	PUB	4.16 acres	NRPWW

1. PROPOSED PROJECT

The southeast quadrant of the intersection of 29th Street N. and Maize Road in Sedgwick County includes a 72.08 acre parcel of undeveloped land ("Project Area") owned by Cadillac Lake, LLC ("Owner"). The area is bounded generally by 29th Street N.; ¼ mile south of 29th Street N.; Maize Road; ½ mile east of Maize Road (see EXHIBIT 1). The south boundary of the property is adjacent to an area referred to as the Cadillac Lake Drainage Improvement District ("Improvement District") in previous studies prepared by Burns and McDonnell Engineering Company, Inc., March 2008. The "Improvement District" includes a below grade detention storage and pump station facility; a wetland reserve; and commercial development. The area to the east of the "Project Area" is a residential development.

Northwest Wichita has experienced a high degree of residential and commercial development over the past few decades. Many residential developments are in close proximity to the "Project Area." Commercial developments have been established along the major arterials in northwest Wichita, including Maize Road and 29th Street N. One of Wichita's largest and most popular commercial developments, NewMarket Square, is just south of the "Project Area" along Maize Road.

GSI Engineering, LLC completed a wetland identification and delineation of the "Project Area" in June, 2014. Areas jurisdictional to the USACE's regulatory authority within the "Project Area" were mapped (see EXHIBIT 2).

In addition to wetlands, the "Project Area" has been identified by FEMA as a Special Flood Hazard Area (SFHA). The current Sedgwick County Flood Insurance Rate Map (FIRM Panel 330 of 700; May 2, 2012) depicts "Cadillac Lake" as a Zone A floodplain. Approximate flood boundaries have been defined; but not base flood elevations. Although not yet adopted by the community, an updated FEMA FIRM has been made available to the public which depicts more precise floodplain boundaries, and also defines the base (1% chance) flood elevation for Cadillac Lake to be 1351 (rounded to the nearest foot)(see EXHIBIT 3).

The proposed project generally consists of the following:

- Mitigate flood risks by excavating a detention basin of sufficient storage volume to lower the base flood profile.
- Preserve and enhance the quality of existing wetlands.
- Construct new wetlands.
- Create an urban wetland park to be owned by the City of Wichita and open to public access.
- Commercial development of areas adjacent to Maize Road and 29th Street N.

1.1 Project Purpose

Basic Purpose: The basic purpose of the project is the utilization of a 72.08 acre parcel of land for commercial development; storm water detention; and an urban wetland park.

Overall Purpose: The proposed commercial development would provide the means (land and funding) for the City of Wichita to expand an existing storm water detention storage basin and wetland reserve area (within the "Improvement District") onto 38.70 (of 72.08) acres of the "Project Area". Expansion of the storm water detention basin would reduce flooding risk and also satisfy the community's drainage regulations for the commercial development. Expansion of the wetland reserve will enable the City of Wichita to address the need for new park land to protect natural resources and expand recreational opportunities.

1.2 Project Need

The proposed project serves three basic purposes for the community at large:

- Creation of an Urban Wetland Park comprised of existing, enhanced and constructed wetlands.
- Drainage improvements to mitigate flooding risks by excavating and expanding an existing detention basin onto the "Project Area".
- Commercial development of land adjacent to two major arterial streets.

1.2.1 Urban Wetland Park

The need for additional park land in Wichita is identified in the City's Parks, Recreation and Open Space (PROS) Plan published November, 2008. Projects identified in the PROS Plan are beyond the immediate funding capacity of the City. The PROS Plan defines criteria to assist in the capital improvement plan decision making process. By applying these criteria, the Public Works Department and Park Board can make decisions prioritizing which projects should move forward first in alignment with the community values and visions set forth in the Plan. The following addresses how the Proposed Project meets PROS Plan criteria. After each criteria is a statement (in bold) explaining how the Project meets the criteria:

- *Meets PROS Plan needs: Projects should be prioritized based on their ability to meet park, recreational and open space needs as identified in the Community Resources and Needs Assessment (i.e., their ability to fill existing geographic gaps or satisfy relevant facility or program needs).*

  The project site falls within one of the priority areas for new park facilities and satisfies Policy PRT-1E: "Strive to provide a natural area park or Wichita Wild site within 2 miles of each Wichitan."

- *Expands recreational opportunities: Priority should also be determined based on the projects' ability to expand the capacity of the City's recreation opportunities (i.e., their ability to accommodate new activities in high demand or those that have the potential to serve many participants).*

  The project will include paths and trails for fitness and nature watching in passive use public park land.

- *Protects natural or cultural resources: Priority should be determined based on the ability of the proposed project to protect natural or cultural resources for future generations or to improve environmental quality, including accommodations for active transportation.*

  The proposed project includes donation of a substantial area to the City of Wichita, which will be combined with other areas owned by the City to create an urban wetland park open to public access. Pathways will be constructed for pedestrians. The environmental quality will be preserved and in some cases improved by replacing land uses from farming (current) to passive recreation (proposed).

- *Improves existing recreation resources: Priority should be determined based on the ability of the proposed project to connect, maintain, or enhance existing City recreation resources.*

The project, when combined with an adjacent City owned wetland preserve that currently has very limited access and visibility, will create a 90 plus acre wetland reserve and open space with direct arterial street access and interpretive area. Existing shared use paths along the periphery of the project will be connected and extended into and through the project.

- *Enhances partnerships or volunteerism: Projects should be prioritized on their capacity to create new partnerships or strengthen existing partnerships (i.e., their ability to forge cost sharing, joint development, or programmatic collaborations), or for the project's capacity to involve volunteers in planning, construction, or programming.*

  The project will be a partnership of the City and the current land owner and will create opportunities for other user groups to be involved in the planning and programming of the park.

- *Strengthens the community: Lastly, proposed projects should be prioritized based on their ability to strengthen community identity. For example, projects that would serve a diverse cross section of the community, projects that would renovate downtown or neighborhoods, or projects that have a positive economic impact or attract tourism should be ranked high in priority.*

  The project will preserve Cadillac Lake which is a community landmark and be an attraction offering an urban wetland park combined with a new town center that will serve as an active gathering spot for the community and a destination for visitors.

1.2.2 Detention Storage Basin and Flood Mitigation

As noted, "Cadillac Lake" has been mapped as a Special Flood Hazard Area on applicable FEMA Flood Insurance Rate Maps. Under existing (i.e. "pre project") conditions, during a major flood such as the 1% chance (or "base" flood) event, the water level in Cadillac Lake would rise to elevation 1351 and inundate nearly all the "Project Area" as well as a substantial portion of the "Improvement District". Much of the excess storm water is ultimately directed to a detention basin in the "Improvement District" located north of Chartwell Street in the Chadsworth Residential Subdivision.

The existing detention basin (bottom) covers approximately 10.1 acres, and was excavated to average depths ranging from 10' to 12' below the natural grade. The detention basin is designed to be kept essentially dry between heavy rains to provide sufficient detention storage volume to reduce runoff rates and peak water heights to acceptable levels. Because the bottom of the detention basin is below the natural ground elevation, stormwater collected in the basin must be pumped downstream to completely de-water the basin, a process that takes several days after heavy rains.

Cadillac Lake is a volume sensitive basin. It is included in the City of Wichita's "Map of Floodplain Compensatory Storage Basins." City of Wichita regulations require developments within such basins to submit a drainage plan and supporting calculations to demonstrate the total volume of storage below the base flood elevation "post project" is at least as great as the "pre project" volume. The purpose is to assure upstream and downstream flooding conditions will not be adversely affected by the proposed development.

It is proposed to expand and enlarge the existing detention storage basin located in the "Improvement District" to the north, onto the "Project Area." Approximately 9.0 acres (bottom) will be excavated to average depths ranging from 4' to 10' below the natural grade in the eastern portion of the "Project Area." The expanded detention basin will be connected to the existing storage facility. Runoff collected in the proposed enlarged basin will continue to be de-watered by the pump station north of Chartwell Street. The additional volume of detention storage to be excavated within the "Project Area" will lower the base flood elevation east of Maize Road by about 0.1'.

1.2.3 Water Quality Enhancement

A majority of the "Project Area" is farmed under existing conditions, including some of the lower quality wetlands. Farming practices routinely disturb soil, allowing silt to be transported and deposited into low lying areas (including wetlands) during and after rains. In addition, chemical treatment of the top soils (fertilizers, etc.) are often applied, and may not be desirable from an environmental perspective. The proposed project essentially eliminates farming as a land use. All drainage systems will conform to current City of Wichita standards and will be in compliance with the National Pollutant Discharge Elimination System defined in the City of Wichita Storm Water regulations.

The project area lies within the Cadillac Lake-Cowskin watershed (Hydrologic Unit Code (HUC) 110300130103) of the Lower Arkansas River Basin. The Cowskin Creek Watershed is one of two targeted water quality improvement watersheds addressed in the Lower Arkansas Basin Watershed Restoration and Protection Strategy (WRAPS) Nine Element Plan (*Lower Arkansas RiverCity WRAPS*, City of Wichita, June, 2013). The proposed project will contribute to achievement of total suspended solids and nutrient total load reduction goals stated in the approved Nine Element Plan through incorporation of permanent revegetation, bioretention and extension of existing dry detention volume.

1.3 Project Description

Major components of the project include:

- Donation of approximately 38.70 acres to the City of Wichita. The donated land will be used to create an urban wetland park, joining wetlands within land currently owned by the City ("Improvement District") to those currently located on private property ("Owner").
- The urban wetland park will be identifiable and marked with signs.
- Constructed additional wetlands within the donated land to offset losses of wetlands outside the boundaries of the donated property. Wetlands currently farmed will be enhanced by inclusion in the park.
- Provide public access to the urban wetland park by constructing an interconnected pathway system. A main path will traverse the east and south perimeters of the park, and provide public access via trailheads. More natural paths will be interspersed throughout the park.
- Excavation of a below grade detention basin in the eastern portion of the "Project Area." The detention basin will expand the existing below grade detention basin on City owned land. Storm water will be discharged by pump(s) north of the Chadsworth Residential Subdivision.

- The remaining area (33.38 acres) will be used for commercial development. Anticipated types of businesses and other land uses for the areas adjacent to Maize Road and 29th Street N. are noted:
    - Retail.
    - Open space.
    - Parking.
    - Office.
    - Hotel.
    - Restaurant.
    - Pedestrian paths and bicycle paths.

Refer to EXHIBITS 5 and 6 for more information.

2. PROJECT ALTERNATIVES

This section describes alternatives considered for the proposed project along with the siting and operational rational for the chosen alternative. Various alternatives were considered, each screened to assess environmental impacts and the practicability of achieving the project purpose. Screening criteria included:

- Environmental impacts to wetlands.
- Achievement of the Project Purpose, which has three interrelated components:
    - Urban wetland park.
    - Storm water detention storage basin.
    - Commercial development to provide the means (land and funding) for the City of Wichita to expand an existing storm water detention basin and to combine wetlands in the "Project Area" with wetlands in the "Improvement District" to create a single urban wetland park, owned and controlled by the City of Wichita.
- Practicability based upon technical, logistical and cost feasibilities.

2.1 No Action Alternative

Description: The No Action Alternative considers no expansion of the "Improvement District" wetland reserve onto the "Project Area." No expansion of the "Improvement District" detention storage basin onto the "Project Area" is assumed. Predominate land use within the "Project Area" would continue to be farmed.

Evaluation: Factors assessed for the No Action Alternative are noted:

- The wetlands included in the "Improvement District" would continue to be isolated from the general public.
- No reduction to flooding risks would be realized.
- Predominate land use (agricultural) of the "Project Area" would continue, thereby limiting the land's greater environmental potential as a high quality wetland complex.
- It is likely that, at some point in time, development of portions of the "Project Area" would occur. The development would likely follow the "highest and best" land uses dictated by market forces without consideration of public benefit.

The No Action Alternative was eliminated from further evaluation because:

- The project purpose is not met.
- It is not practicable based on costs; there would be no gift of land or financial participation in construction wetlands and detention storage.

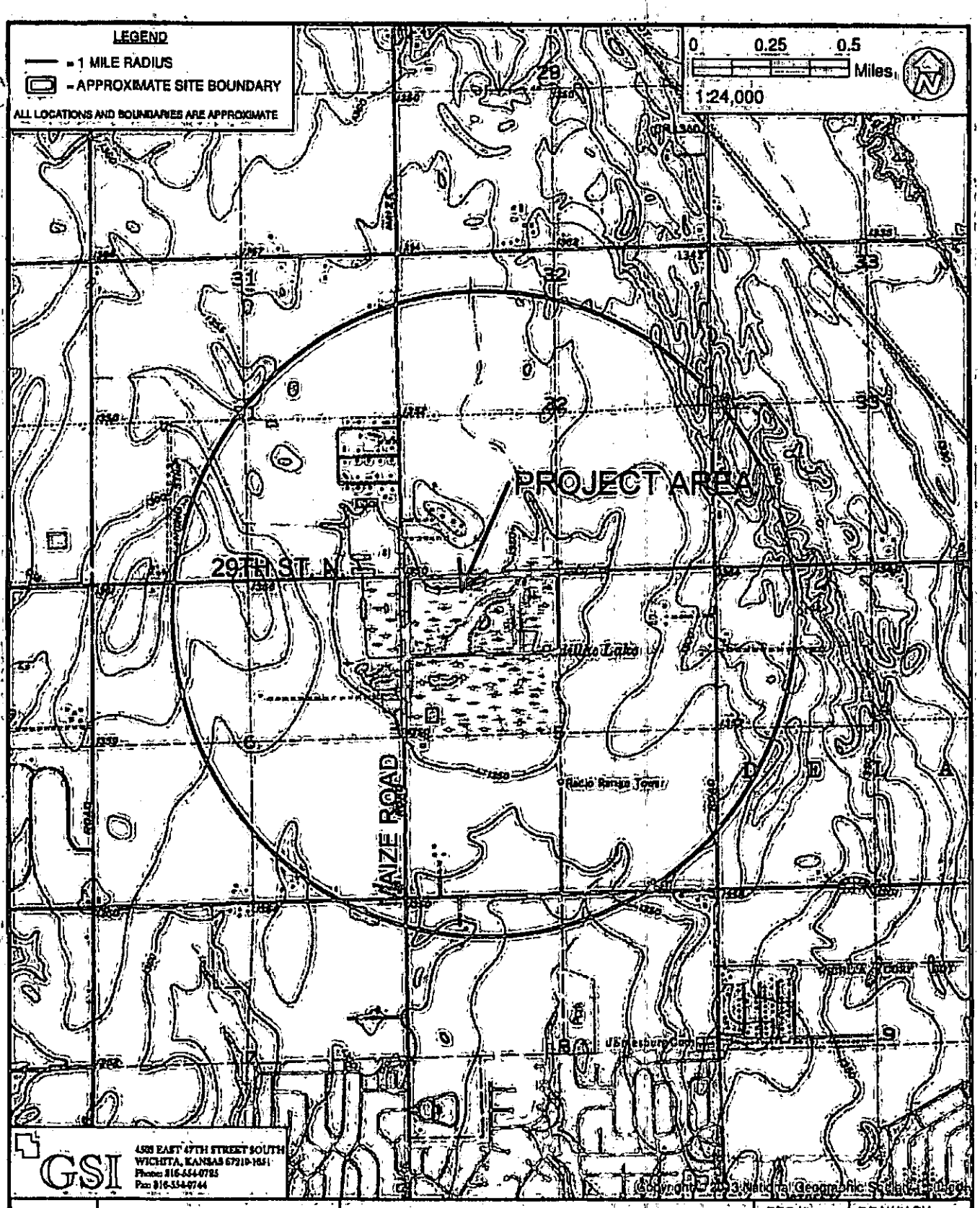


FIGURE 1	AREA LOCATION & TOPOGRAPHIC MAP	SOUTHEAST CORNER OF 29TH AND MAIZE WICHITA, KS	PROJ#: 147243	DRAWN BY: KPS
			DATE: 08/24/2014	PROJ.MANGR: G. ARMSTRONG

EXHIBIT 1

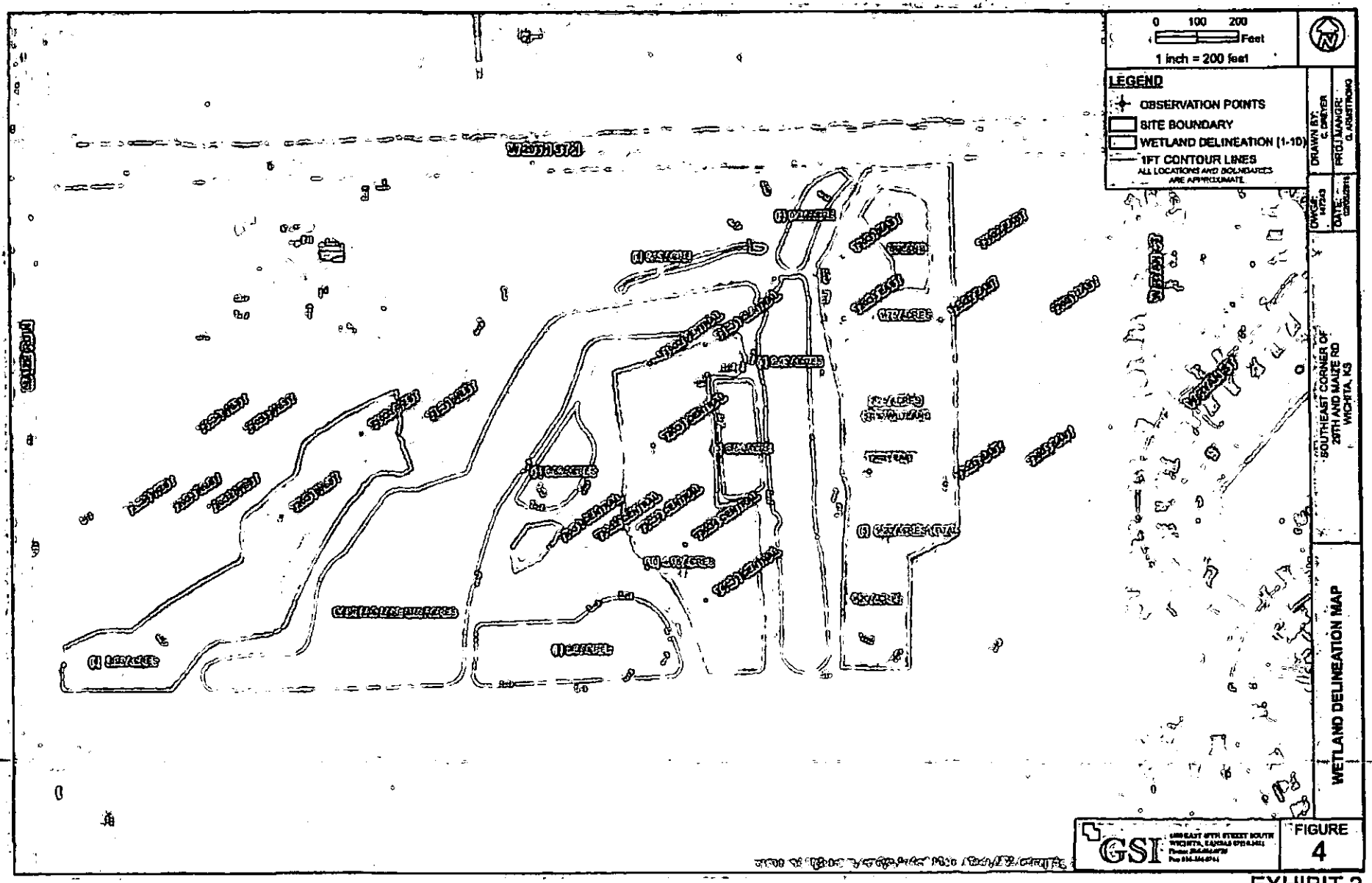
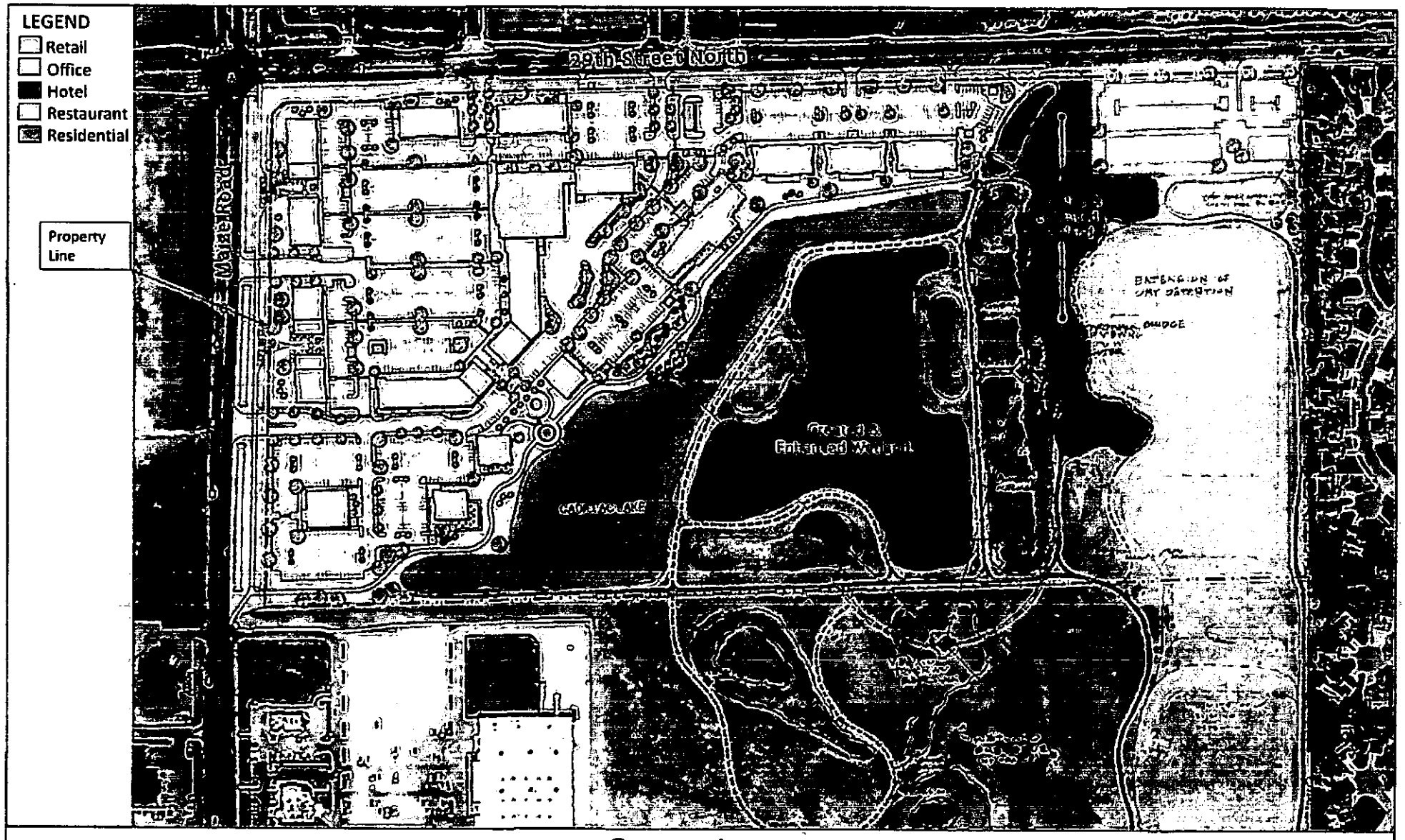

0 100 200
Feet
1 inch = 200 feet
LEGEND
OBSERVATION POINTS
SITE BOUNDARY
WETLAND DELINEATION (1-10)
1FT CONTOUR LINES
ALL LOCATIONS AND BOUNDARIES ARE APPROXIMATE
DRAWN BY: C. DREYER
PROJ. MANGR: G. ARMSTRONG
SOUTHEAST CORNER OF 29TH AND MAIZE RD WICHITA, KS
WETLAND DELINEATION MAP
GSI
FIGURE 4

EXHIBIT 2



CADILLAC LAKE
WICHITA, KANSAS
ALTERNATIVE 3

EXHIBIT 4

Proposed Prachts Wetlands Park

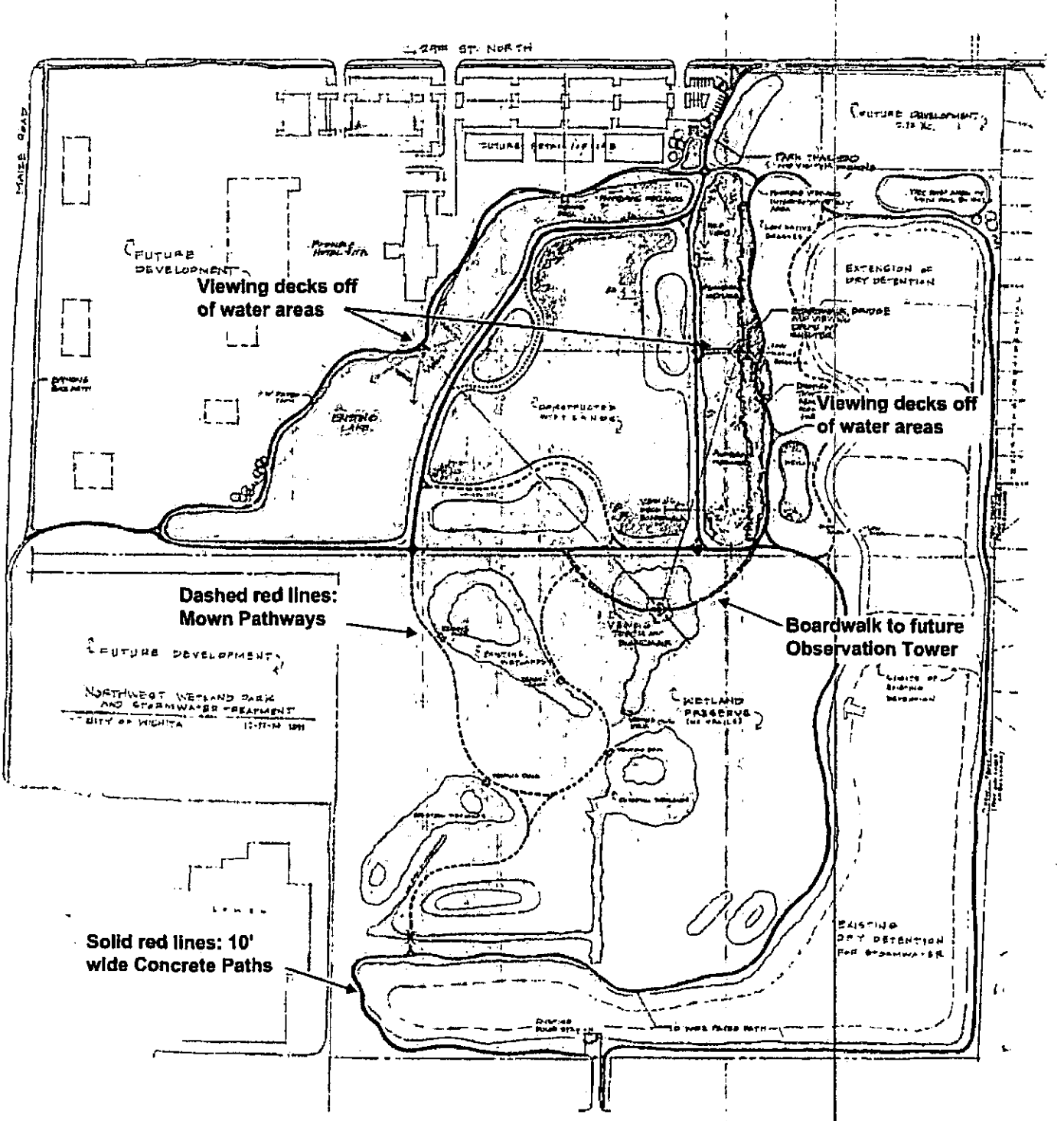
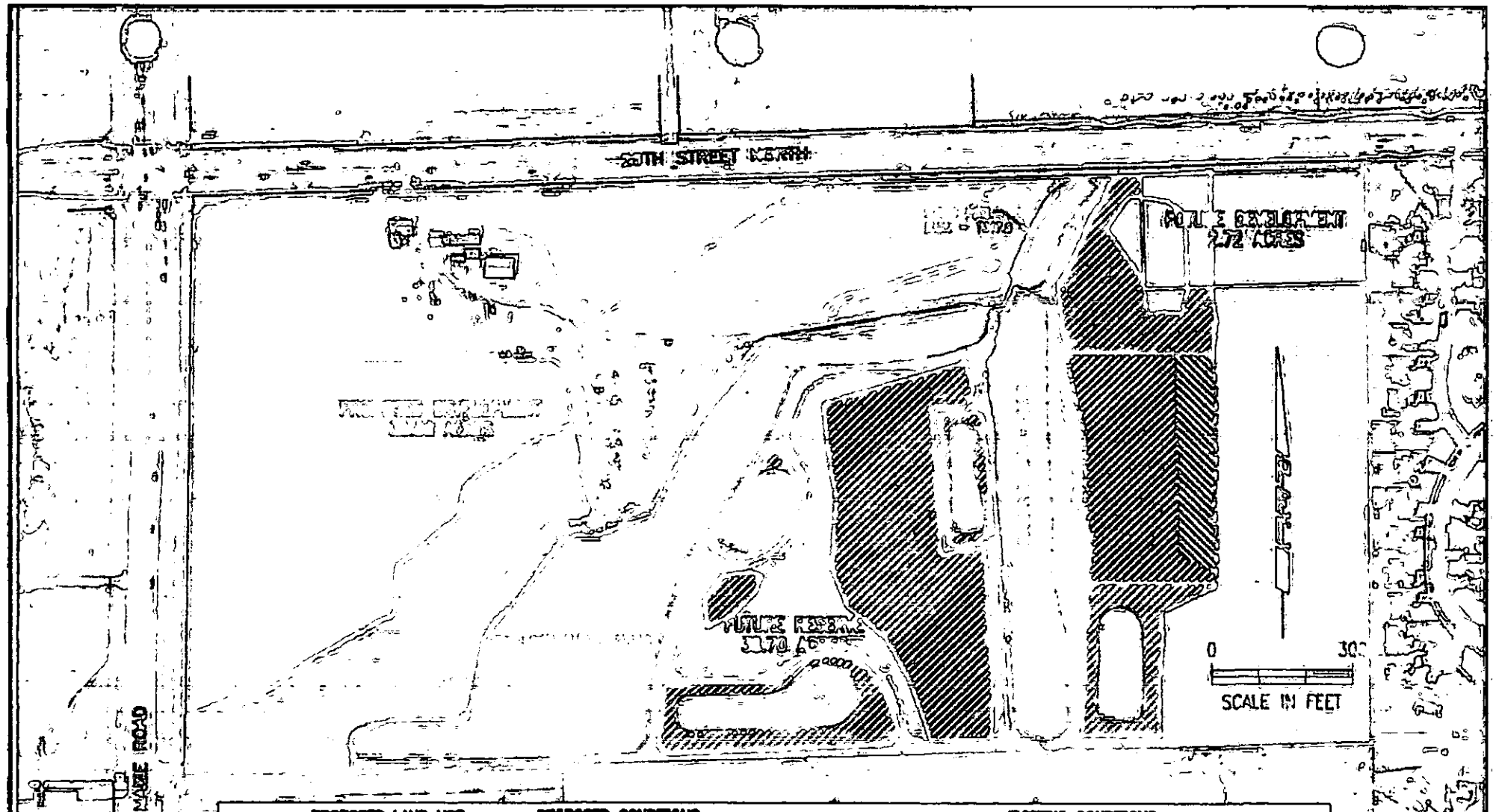


EXHIBIT 6



PROPOSED LAND USE	
PROPOSED DEVELOPMENT	30.00 ACRES
FUTURE DEVELOPMENT	2.72 ACRES
FUTURE RESERVE	33.70 ACRES
TOTAL	72.03 ACRES

PROPOSED CONDITIONS	
UPLANDS TO REMAIN (EXCLUDES MOSAIC)	40.70 ACRES
WETLANDS PRESERVATION	2.19 ACRES
WETLANDS TO BE REMOVED	4.71 ACRES
WETLANDS TO BE ENHANCED	7.01 ACRES
WETLANDS TO BE CREATED	3.40 ACRES
OPEN WATER	0.75 ACRES
MOSAIC	
UPLANDS TO REMAIN	0.80 ACRES
WETLANDS TO BE REMOVED	0.88 ACRES
MOSAIC	
UPLANDS TO BE CONVERTED TO WETLANDS	0.83 ACRES
WETLANDS TO BE ENHANCED	1.07 ACRES
TOTAL	72.03 ACRES

EXISTING CONDITIONS	
UPLANDS (EXCLUDES MOSAIC)	44.52 ACRES
WETLANDS	14.53 ACRES
OPEN WATER	0.78 ACRES
MOSAIC	
UPLANDS	1.12 ACRES
WETLANDS	2.58 ACRES
TOTAL	72.03 ACRES

EXHIBIT 5 - WETLANDS MITIGATION

PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

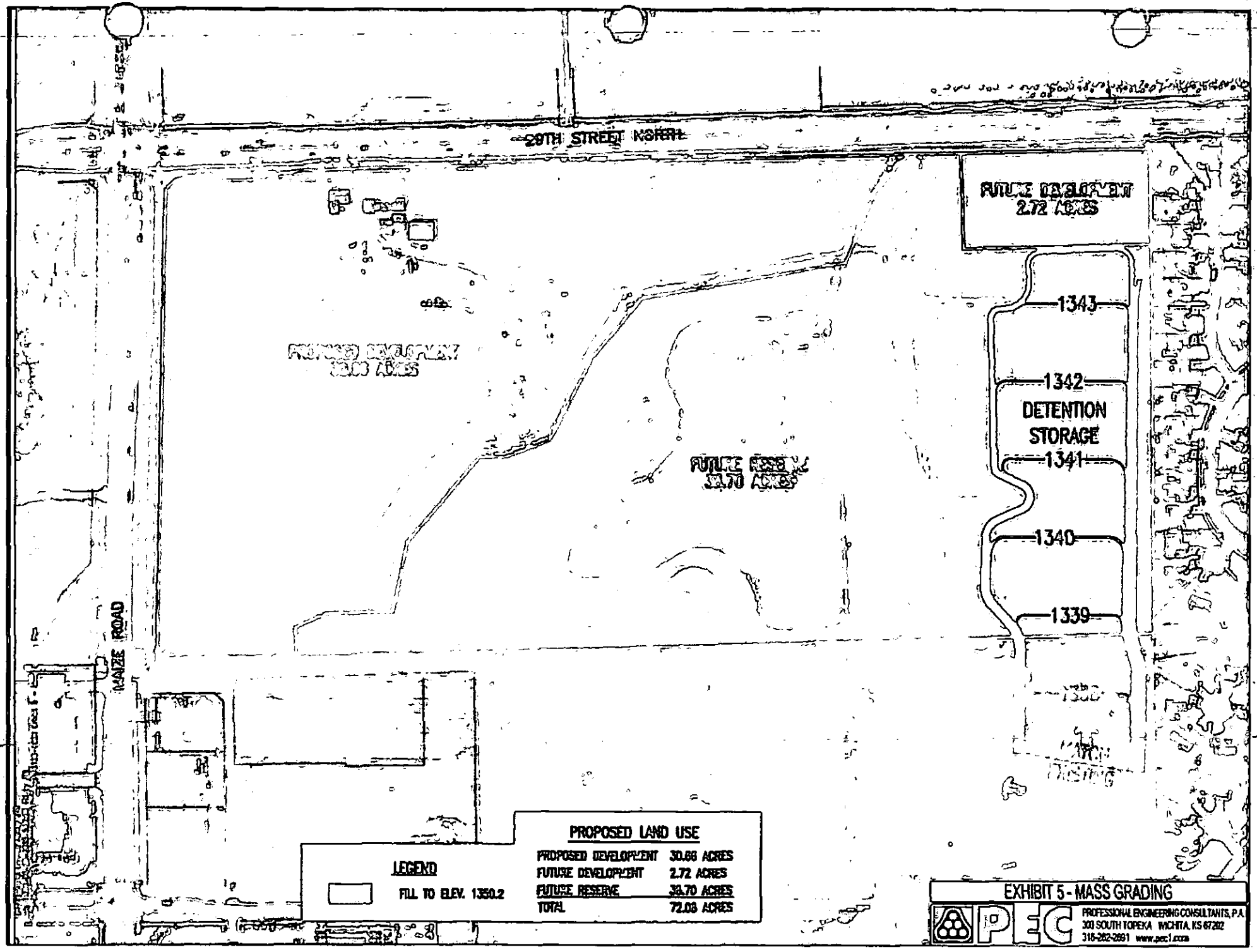
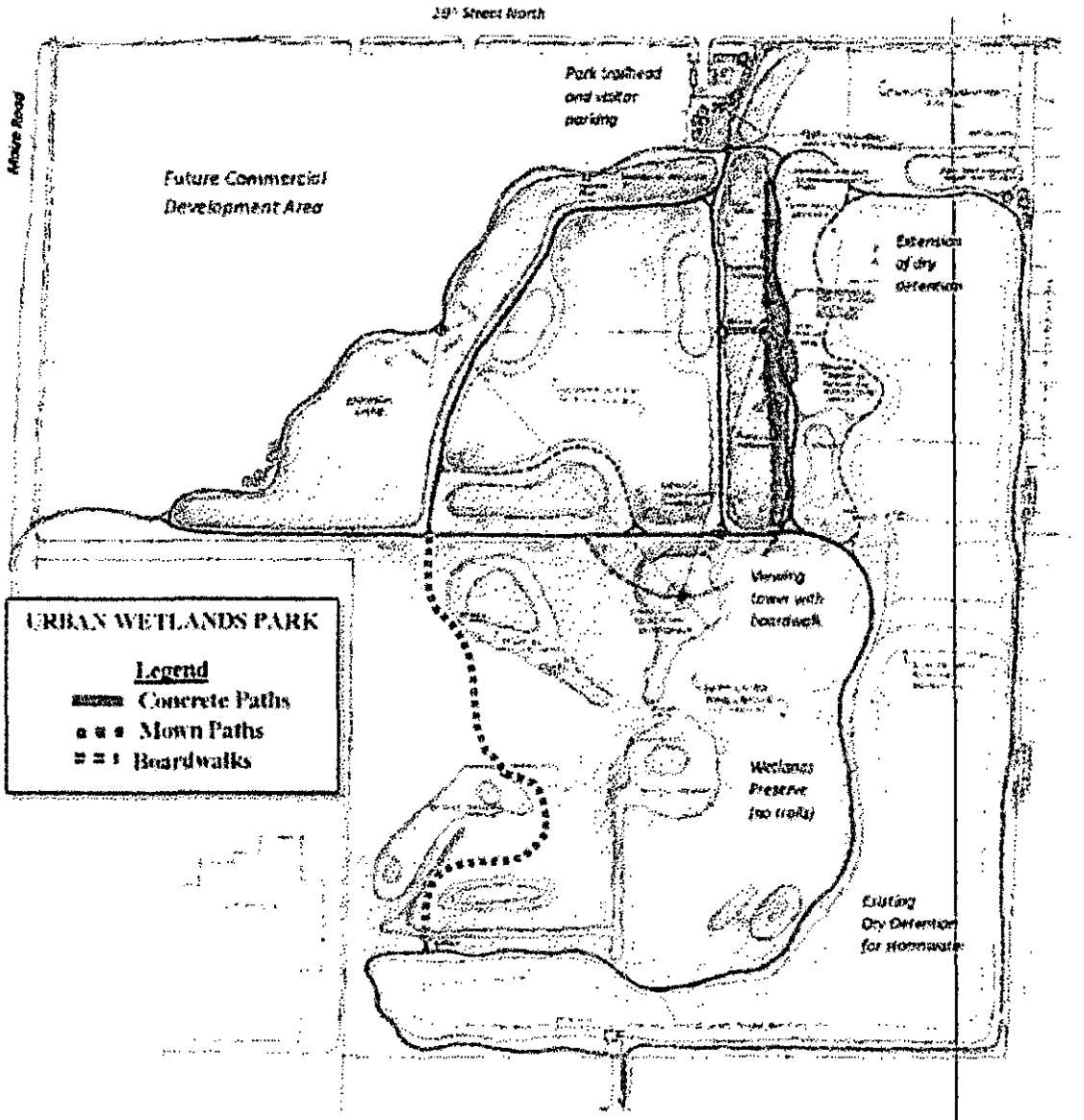

29TH STREET NORTH
MAIZE ROAD
FUTURE DEVELOPMENT
2.72 ACRES
PROPOSED DEVELOPMENT
30.66 ACRES
FUTURE RESERVE
39.70 ACRES
1343
1342
DETENTION
STORAGE
1341
1340
1339
1338
LEGEND
FILL TO ELEV. 1350.2
PROPOSED LAND USE
PROPOSED DEVELOPMENT 30.66 ACRES
FUTURE DEVELOPMENT 2.72 ACRES
FUTURE RESERVE 39.70 ACRES
TOTAL 72.08 ACRES
EXHIBIT 5 - MASS GRADING
PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
300 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

EXHIBIT 7

Preliminary Park and Detention Facilities Plan



RESOLUTION NO. 15-276

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

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

WHEREAS, the City Council (the "Governing Body") of the City has heretofore, pursuant to K.S.A. 13-1346, created the Wichita Board of Park Commissioners (the "Board"); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1024c, as amended by Charter Ordinance No. 156 of the City (the "Act") to issue general obligation bonds of the City without an election for the purpose of paying for the construction, purchase or improvement of any public improvement, including the land necessary therefore, and for the purpose of rebuilding, adding to or extending the same as the necessities of the City may require and for the purpose of paying for certain personal property therefore; and

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

Labor, material, equipment and expenditures necessary for the design, development, regulatory requirements, construction and improvements for the future urban wetland park site consisting of Cadillac Lake and the southeasterly acreage of the former Pracht Farm (collectively, the "Project") for the use of the Board and/or City, and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be designed, acquired and/or constructed at an estimated cost of $250,000 in accordance with specifications prepared or approved by the City of Wichita.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell., Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magana, Director of Law

APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT WITH SUPPORTING DOCUMENTATION

FOR

CADILLAC LAKE 2015: PARK, FLOOD CONTROL AND DEVELOPMENT

CITY OF WICHITA

SEDGWICK COUNTY, KANSAS

APRIL 2015

TABLE OF CONTENTS

ENG FORM 4345

PRELIMINARY JURISTICTIONAL DETERMINATION

1. PROPOSED PROJECT

- 1.1 Project Purpose
- 1.2 Project Need
- 1.3 Project Description

2. PROJECT ALTERNATIVES

- 2.1 No Action Alternative
- 2.2 Offsite Location Alternatives
- 2.3 Onsite Location Alternatives
- 2.4 Summary of Analysis

3. PROJECT IMPACTS

- 3.1 Reason for Discharge
- 3.2 Type of Fill Material
- 3.3 Surface Areas Filled
- 3.4 Federally Threatened or Endangered Species
- 3.5 Historic Properties and Cultural Resources

4. PROPOSED MITIGATION PLAN

- 4.1 Mitigation Approach
- 4.2 Mitigation Goals and Objectives
- 4.3 Baseline Information – Proposed Impact Site
- 4.4 Performance Standards
- 4.5 Planting Plan
- 4.6 Maintenance and Monitoring Requirements
- 4.7 Adaptive Management Plan

EXHIBITS

1. Project Vicinity Map
   Project Boundaries and Legal Description
   Addresses of Adjoining Property Owners
2. Wetland Delineation Map
3. Effective FEMA Flood Insurance Rate Map (May 2012)
   Preliminary FEMA Flood Insurance Rate Map (January 2015)
4. Alternative 1
   Alternative 2
   Alternative 3
5. Mitigation Plan
   Fill and Excavation Plan
6. Proposed Urban Wetlands Park

APPENDICES

- Appendix 1 GIS Wetland Identification and Delineation
- Appendix 2 Allied Laboratories Geotechnical Report
- Appendix 3 Other Agency Comments

LIST OF REFERENCES

U.S. ARMY CORPS OF ENGINEERS
APPLICATION FOR DEPARTMENT OF THE ARMY PERMIT
33 CFR 325. The proponent agency is CECW-CO-R.

Form Approved - OMB No. 0710-0003 Expires: 30-SEPTEMBER-2015

Public reporting for this collection of information is estimated to average 11 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of the collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters, Executive Services and Communications Directorate, Information Management Division and to the Office of Management and Budget, Paperwork Reduction Project (0710-0003). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to either of those addresses. Completed applications must be submitted to the District Engineer having jurisdiction over the location of the proposed activity.

PRIVACY ACT STATEMENT

Authorities: Rivers and Harbors Act, Section 10, 33 USC 403; Clean Water Act, Section 404, 33 USC 1344; Marine Protection, Research, and Sanctuaries Act, Section 103, 33 USC 1413; Regulatory Programs of the Corps of Engineers; Final Rule 33 CFR 320-332. Principal Purpose: Information provided on this form will be used in evaluating the application for a permit. Routine Uses: This information may be shared with the Department of Justice and other federal, state, and local government agencies, and the public and may be made available as part of a public notice as required by Federal law. Submission of requested information is voluntary, however, if information is not provided the permit application cannot be evaluated nor can a permit be issued. One set of original drawings or good reproducible copies which show the location and character of the proposed activity must be attached to this application (see sample drawings and/or instructions) and be submitted to the District Engineer having jurisdiction over the location of the proposed activity. An application that is not completed in full will be returned.

(ITEMS 1 THRU 4 TO BE FILLED BY THE CORPS)

1. APPLICATION NO.	2. FIELD OFFICE CODE	3. DATE RECEIVED	4. DATE APPLICATION COMPLETE

(ITEMS BELOW TO BE FILLED BY APPLICANT)

5. APPLICANT'S NAME
First - Jerry Middle - Last - Jones
Company - Cadillac Lake, LLC
E-mail Address - jjones@slawsoncompanies.com

8. AUTHORIZED AGENT'S NAME AND TITLE (agent is not required)
First - Philip Middle - Last - Frazier
Company - Professional Engineering Consultants, P.A.
E-mail Address - phil.frazier@pec1.com

6. APPLICANT'S ADDRESS:
Address- 727 N. Waco, Suite 400
City - Wichita State - KS Zip - 67203 Country - USA

9. AGENT'S ADDRESS:
Address- 303. S. Topeka
City - Wichita State - KS Zip - 67202 Country - USA

7. APPLICANT'S PHONE NOs. w/AREA CODE
a. Residence b. Business 316.263.3201 c. Fax

10. AGENTS PHONE NOs. w/AREA CODE
a. Residence b. Business 316.262.2691 c. Fax

STATEMENT OF AUTHORIZATION

11. I hereby authorize, Philip Frazier to act in my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this permit application.

SIGNATURE OF APPLICANT 4/27/15 DATE

NAME, LOCATION, AND DESCRIPTION OF PROJECT OR ACTIVITY

12. PROJECT NAME OR TITLE (see instructions)
Cadillac Lake 2015: Park, Flood Control and Development

13. NAME OF WATERBODY, IF KNOWN (if applicable)
Cadillac Lake

14. PROJECT STREET ADDRESS (if applicable)
Address
City - State- Zip-

15. LOCATION OF PROJECT
Latitude: °N 37.73530 Longitude: °W 97.45838

16. OTHER LOCATION DESCRIPTIONS, IF KNOWN (see instructions)
State Tax Parcel ID Municipality Wichita, Kansas
Section - 5 Township - 27 South Range - 1 West

17. DIRECTIONS TO THE SITE

SE Quadrant of the intersection of 29th Street North and Maize Road in Sedgwick County.

18. Nature of Activity (Description of project, include all features)

Reduce flooding risk by excavating storage below grade connecting to an existing detention storage facility; placement of fill for commercial development; construct new wetlands; create an urban wetland park. See Section 1.

19. Project Purpose (Describe the reason or purpose of the project, see instructions)

The basic purpose of the project is the utilization of a 72.08 acre tract of land for commercial development; storm water detention; and an urban wetland park. See Section 1.1.

USE BLOCKS 20-23 IF DREDGED AND/OR FILL MATERIAL IS TO BE DISCHARGED

20. Reason(s) for Discharge

Commercial development of an area sufficient to offset the value of donating land to the City of Wichita and participating in the costs of enhancing wetlands and excavating detention storage.

21. Type(s) of Material Being Discharged and the Amount of Each Type in Cubic Yards:

Type Amount in Cubic Yards	Type Amount in Cubic Yards	Type Amount in Cubic Yards
27,000 cy compacted fill;6610 cy excavation		

22. Surface Area in Acres of Wetlands or Other Waters Filled (see instructions)

Acres Total area of impact = 5.29 acres.

or

Linear Feet

23. Description of Avoidance, Minimization, and Compensation (see instructions)

Avoidance, minimization, and compensation issues are addressed in Section 2. "Project Alternatives."

24. Is Any Portion of the Work Already Complete? ☐ Yes ☒ No IF YES, DESCRIBE THE COMPLETED WORK

25. Addresses of Adjoining Property Owners, Lessees, Etc., Whose Property Adjoins the Waterbody (if more than can be entered here, please attach a supplemental list).

a. Address- See EXHIBIT 1.

City - State - Zip -

b. Address-

City - State - Zip -

c. Address-

City - State - Zip -

d. Address-

City - State - Zip -

e. Address-

City - State - Zip -

26. List of Other Certificates or Approvals/Denials received from other Federal, State, or Local Agencies for Work Described in This Application.

AGENCY	TYPE APPROVAL*	IDENTIFICATION NUMBER	DATE APPLIED	DATE APPROVED	DATE DENIED

* Would include but is not restricted to zoning, building, and flood plain permits

27. Application is hereby made for permit or permits to authorize the work described in this application. I certify that this information in this application is complete and accurate. I further certify that I possess the authority to undertake the work described herein or am acting as the duly authorized agent of the applicant.

SIGNATURE OF APPLICANT 4/27/15 DATE SIGNATURE OF AGENT 4·28·15 DATE

The Application must be signed by the person who desires to undertake the proposed activity (applicant) or it may be signed by a duly authorized agent if the statement in block 11 has been filled out and signed.

18 U.S.C. Section 1001 provides that: Whoever, in any manner within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals, or covers up any trick, scheme, or disguises a material fact or makes any false, fictitious or fraudulent statements or representations or makes or uses any false writing or document knowing same to contain any false, fictitious or fraudulent statements or entry, shall be fined not more than $10,000 or imprisoned not more than five years or both.

BACKGROUND INFORMATION

A. REPORT COMPLETION DATE FOR PRELIMINARY JURISDICTIONAL DETERMINATION (JD): April 13, 2015

B. NAME AND ADDRESS OF PERSON REQUESTING PRELIMINARY JD:

GSI Engineering, L.L.C.
c/o Gregg Armstrong
4503 East 47th Street South
Wichita, KS 67210

C. DISTRICT OFFICE, FILE NAME, AND NUMBER: CENWK-OD, Slawson Companies, NWK-2014-00242

D. PROJECT LOCATION(S) AND BACKGROUND INFORMATION:
(USE THE ATTACHED TABLE TO DOCUMENT MULTIPLE WATERBODIES AT DIFFERENT SITES)

State: Kansas County: Sedgwick City:
Center coordinates of site (lat/long in degree decimal format): Lat., Long.
Universal Transverse Mercator: NAD 83/UTM Zone *Choose Zone*

Authority: ☑ Section 404 ☐ Section 10

Name of nearest waterbody:
Identify (estimate) amount of waters in the review area: **See Table 1 on page 3**
Non-wetland waters: linear feet: (ft) and/or # acres.
Cowardin Class:
Stream Flow:
Wetlands: acres.
Cowardin Class:
Name of any water bodies on the site that have been identified as Section 10 waters:
Tidal: N/A
Non-Tidal: *Waterbody*

E. REVIEW PERFORMED FOR SITE EVALUATION (CHECK ALL THAT APPLY):

☑ Office (Desk) Determination. Date: April 13, 2015

☐ Field Determination. Date(s): *Date*

The Corps of Engineers believes that there may be jurisdictional waters of the United States on the subject site, and the permit applicant or other affected party who requested this preliminary JD is hereby advised of his or her option to request and obtain an approved jurisdictional determination (JD) for that site. Nevertheless, the permit applicant or other person who requested this preliminary JD has declined to exercise the option to obtain an approved JD in this instance and at this time.

1. In any circumstance where a permit applicant obtains an individual permit, or a Nationwide General Permit (NWP) or other general permit verification requiring "pre-construction notification" (PCN), or requests verification for a non-reporting NWP or other general permit, and the permit applicant has not requested an approved JD for the activity, the permit applicant is hereby made aware of the following: (1) the permit applicant has elected to seek a permit authorization based on a preliminary JD, which does not make an official determination of jurisdictional waters; (2) that the applicant has the option to request an approved JD before accepting the terms and conditions of the permit authorization, and that basing a permit authorization on an approved JD could possibly result in less compensatory mitigation being required or different special conditions; (3) that the applicant has the right to request an individual permit rather than accepting the terms and conditions of the NWP or other general permit authorization; (4) that the applicant can accept a permit authorization and thereby agree to comply with all the terms and conditions of that permit, including whatever mitigation requirements the Corps has determined to be necessary; (5) that undertaking any activity in reliance upon the subject permit authorization without requesting an approved JD constitutes the applicant's acceptance of the use of the preliminary JD, but that either form of JD will be processed as soon as is practicable; (6) accepting a permit authorization (e.g., signing a proffered individual permit) or undertaking any activity in reliance on any form of Corps permit authorization based on a preliminary JD constitutes agreement that all wetlands and other water bodies on the site affected in any way by that activity are jurisdictional waters of the United States, and precludes any challenge to such jurisdiction in any administrative or judicial compliance or enforcement action, or in any administrative

appeal or in any Federal court; and (7) whether the applicant elects to use either an approved JD or a preliminary JD, that JD will be processed as soon as is practicable. Further, an approved JD, a proffered individual permit (and all terms and conditions contained therein), or individual permit denial can be administratively appealed pursuant to 33 C.F.R. Part 331, and that in any administrative appeal, jurisdictional issues can be raised (see 33 C.F.R. §331.5(a)(2)). If, during that administrative appeal, it becomes necessary to make an official determination whether CWA jurisdiction exists over a site, or to provide an official delineation of jurisdictional waters on the site, the Corps will provide an approved JD to accomplish that result, as soon as is practicable.

This preliminary JD finds that there *"may be"* waters of the United States on the subject project site, and identifies all aquatic features on the site that could be affected by the proposed activity, based on the following information:

SUPPORTING DATA. Data reviewed for preliminary JD (check all that apply)

- ☑ Maps, plans, plots or plat submitted by or on behalf of the applicant/consultant: *Click here to enter text.*
- ☑ Data sheets prepared/submitted by or on behalf of the applicant/consultant.
  - ☐ Office concurs with data sheets/delineation report.
  - ☐ Office does not concur with data sheets/delineation report.
- ☐ Data sheets prepared by the Corps: *Click here to enter text.*
- ☐ Corps navigable waters' study: *Click here to enter text.*
- ☐ U.S. Geological Survey Hydrologic Atlas: *Click here to enter text.*
  - ☐ USGS NHD data.
  - ☐ USGS 8 and 12 digit HUC maps.
- ☑ U.S. Geological Survey map(s). Cite scale & quad name: 1:24,000, WICHITA WEST
- ☐ USDA Natural Resources Conservation Service Soil Survey. Citation: *Click here to enter text.*
- ☑ National wetlands inventory map(s). Cite name: WICHITA WEST
- ☐ State/Local wetland inventory map(s): *Click here to enter text.*
- ☑ FEMA/FIRM maps: *Click here to enter text.*
- ☐ 100-year Floodplain Elevation is:
  (National Geodectic Vertical Datum of 1929)
- ☑ Photographs: ☑ Aerial (Name & Date): NAIP 1956, 1996, 2002, 2003, 2004, 2005, 2006, 2008, 2010, 2012, 2013, & 2014.
- ☐ or ☑ Other (Name & Date): See 42 photos in Photo Log dated 7-29-2014
- ☐ Previous determination(s). File no. and date of response letter: *Click here to enter text.*
- ☑ Other information (please specify): "Preliminary Wetland Identification and Delineation" report prepared by GSI Engineering, L.L.C., received on September 23, 2014 and January 29 & February 9, 2015 letters from GSI (w/enclosures) amending the wetland delineation. **NOTE:** This PJD amends the original PJD dated October 17, 2014, resulting in a correction to the footprint/acreage of aquatic resource NWK-2014-00242-6, reducing the size of that resource from 4.16 acres to 3.98 acres.

<u>IMPORTANT NOTE: The information recorded on this form has not necessarily been verified by the Corps and should not be relied upon for later jurisdictional determinations.</u>

04-13-2015

Signature and date of Regulatory Project Manager (REQUIRED)

4/13/15

Signature and date of person requesting preliminary JD (REQUIRED, unless obtaining the signature is impracticable)

Table 1:

Site Number	Latitude	Longitude	Cowardin Class	Estimated Amount of Aquatic Resource in Review Area	Class of Aquatic Resource
2014-00242-1	37.73478	-97.45900	PAB	6.86 acres	NRPWW
2014-00242-2	37.73681	-97.45593	PAB	0.46 acres	NRPWW
2014-00242-3	37.73533	-97.45659	PAB	0.54 acres	NRPWW
2014-00242-4	37.73514	-97.45610	PAB	2.43 acres	NRPWW
2014-00242-5	37.73550	-97.45527	PUB	5.20 acres	NRPWW
2014-00242-6	37.73454	-97.46071	PUB	3.98 acres	NRPWW
2014-00242-7	37.73519	-97.45806	PEM	0.62 acres	NRPWW
2014-00242-8	37.73398	-97.45793	PUB	2.0 acres	NRPWW
2014-00242-9	37.73651	-97.45704	PUB	0.13 acres	NRPWW
2014-00242-10	37.73491	-97.45700	PUB	4.16 acres	NRPWW

1. PROPOSED PROJECT

The southeast quadrant of the intersection of 29th Street N. and Maize Road in Sedgwick County includes a 72.08 acre parcel of undeveloped land ("Project Area") owned by Cadillac Lake, LLC ("Owner"). The area is bounded generally by 29th Street N.; ¼ mile south of 29th Street N.; Maize Road; ½ mile east of Maize Road (see EXHIBIT 1). The south boundary of the property is adjacent to an area referred to as the Cadillac Lake Drainage Improvement District ("Improvement District") in previous studies prepared by Burns and McDonnell Engineering Company, Inc., March 2008. The "Improvement District" includes a below grade detention storage and pump station facility; a wetland reserve; and commercial development. The area to the east of the "Project Area" is a residential development.

Northwest Wichita has experienced a high degree of residential and commercial development over the past few decades. Many residential developments are in close proximity to the "Project Area." Commercial developments have been established along the major arterials in northwest Wichita, including Maize Road and 29th Street N. One of Wichita's largest and most popular commercial developments, NewMarket Square, is just south of the "Project Area" along Maize Road.

GSI Engineering, LLC completed a wetland identification and delineation of the "Project Area" in June, 2014. Areas jurisdictional to the USACE's regulatory authority within the "Project Area" were mapped (see EXHIBIT 2).

In addition to wetlands, the "Project Area" has been identified by FEMA as a Special Flood Hazard Area (SFHA). The current Sedgwick County Flood Insurance Rate Map (FIRM Panel 330 of 700; May 2, 2012) depicts "Cadillac Lake" as a Zone A floodplain. Approximate flood boundaries have been defined; but not base flood elevations. Although not yet adopted by the community, an updated FEMA FIRM has been made available to the public which depicts more precise floodplain boundaries, and also defines the base (1% chance) flood elevation for Cadillac Lake to be 1351 (rounded to the nearest foot)(see EXHIBIT 3).

The proposed project generally consists of the following:

- Mitigate flood risks by excavating a detention basin of sufficient storage volume to lower the base flood profile.
- Preserve and enhance the quality of existing wetlands.
- Construct new wetlands.
- Create an urban wetland park to be owned by the City of Wichita and open to public access.
- Commercial development of areas adjacent to Maize Road and 29th Street N.

1.1 Project Purpose

Basic Purpose: The basic purpose of the project is the utilization of a 72.08 acre parcel of land for commercial development; storm water detention; and an urban wetland park.

Overall Purpose: The proposed commercial development would provide the means (land and funding) for the City of Wichita to expand an existing storm water detention storage basin and wetland reserve area (within the "Improvement District") onto 38.70 (of 72.08) acres of the "Project Area". Expansion of the storm water detention basin would reduce flooding risk and also satisfy the community's drainage regulations for the commercial development. Expansion of the wetland reserve will enable the City of Wichita to address the need for new park land to protect natural resources and expand recreational opportunities.

1.2 Project Need

The proposed project serves three basic purposes for the community at large:

- Creation of an Urban Wetland Park comprised of existing, enhanced and constructed wetlands.
- Drainage improvements to mitigate flooding risks by excavating and expanding an existing detention basin onto the "Project Area".
- Commercial development of land adjacent to two major arterial streets.

1.2.1 Urban Wetland Park

The need for additional park land in Wichita is identified in the City's Parks, Recreation and Open Space (PROS) Plan published November, 2008. Projects identified in the PROS Plan are beyond the immediate funding capacity of the City. The PROS Plan defines criteria to assist in the capital improvement plan decision making process. By applying these criteria, the Public Works Department and Park Board can make decisions prioritizing which projects should move forward first in alignment with the community values and visions set forth in the Plan. The following addresses how the Proposed Project meets PROS Plan criteria. After each criteria is a statement (in bold) explaining how the Project meets the criteria:

- *Meets PROS Plan needs: Projects should be prioritized based on their ability to meet park, recreational and open space needs as identified in the Community Resources and Needs Assessment (i.e., their ability to fill existing geographic gaps or satisfy relevant facility or program needs).*

  The project site falls within one of the priority areas for new park facilities and satisfies Policy PRT-1E: "Strive to provide a natural area park or Wichita Wild site within 2 miles of each Wichitan."

- *Expands recreational opportunities: Priority should also be determined based on the projects' ability to expand the capacity of the City's recreation opportunities (i.e., their ability to accommodate new activities in high demand or those that have the potential to serve many participants).*

  The project will include paths and trails for fitness and nature watching in passive use public park land.

- *Protects natural or cultural resources: Priority should be determined based on the ability of the proposed project to protect natural or cultural resources for future generations or to improve environmental quality, including accommodations for active transportation.*

  The proposed project includes donation of a substantial area to the City of Wichita, which will be combined with other areas owned by the City to create an urban wetland park open to public access. Pathways will be constructed for pedestrians. The environmental quality will be preserved and in some cases improved by replacing land uses from farming (current) to passive recreation (proposed).

- *Improves existing recreation resources: Priority should be determined based on the ability of the proposed project to connect, maintain, or enhance existing City recreation resources.*

The project, when combined with an adjacent City owned wetland preserve that currently has very limited access and visibility, will create a 90 plus acre wetland reserve and open space with direct arterial street access and interpretive area. Existing shared use paths along the periphery of the project will be connected and extended into and through the project.

- *Enhances partnerships or volunteerism: Projects should be prioritized on their capacity to create new partnerships or strengthen existing partnerships (i.e., their ability to forge cost sharing, joint development, or programmatic collaborations), or for the project's capacity to involve volunteers in planning, construction, or programming.*

  The project will be a partnership of the City and the current land owner and will create opportunities for other user groups to be involved in the planning and programming of the park.

- *Strengthens the community: Lastly, proposed projects should be prioritized based on their ability to strengthen community identity. For example, projects that would serve a diverse cross section of the community, projects that would renovate downtown or neighborhoods, or projects that have a positive economic impact or attract tourism should be ranked high in priority.*

  The project will preserve Cadillac Lake which is a community landmark and be an attraction offering an urban wetland park combined with a new town center that will serve as an active gathering spot for the community and a destination for visitors.

1.2.2 Detention Storage Basin and Flood Mitigation

As noted, "Cadillac Lake" has been mapped as a Special Flood Hazard Area on applicable FEMA Flood Insurance Rate Maps. Under existing (i.e. "pre project") conditions, during a major flood such as the 1% chance (or "base" flood) event, the water level in Cadillac Lake would rise to elevation 1351 and inundate nearly all the "Project Area" as well as a substantial portion of the "Improvement District". Much of the excess storm water is ultimately directed to a detention basin in the "Improvement District" located north of Chartwell Street in the Chadsworth Residential Subdivision.

The existing detention basin (bottom) covers approximately 10.1 acres, and was excavated to average depths ranging from 10' to 12' below the natural grade. The detention basin is designed to be kept essentially dry between heavy rains to provide sufficient detention storage volume to reduce runoff rates and peak water heights to acceptable levels. Because the bottom of the detention basin is below the natural ground elevation, stormwater collected in the basin must be pumped downstream to completely de-water the basin, a process that takes several days after heavy rains.

Cadillac Lake is a volume sensitive basin. It is included in the City of Wichita's "Map of Floodplain Compensatory Storage Basins." City of Wichita regulations require developments within such basins to submit a drainage plan and supporting calculations to demonstrate the total volume of storage below the base flood elevation "post project" is at least as great as the "pre project" volume. The purpose is to assure upstream and downstream flooding conditions will not be adversely affected by the proposed development.

It is proposed to expand and enlarge the existing detention storage basin located in the "Improvement District" to the north, onto the "Project Area." Approximately 9.0 acres (bottom) will be excavated to average depths ranging from 4' to 10' below the natural grade in the eastern portion of the "Project Area." The expanded detention basin will be connected to the existing storage facility. Runoff collected in the proposed enlarged basin will continue to be de-watered by the pump station north of Chartwell Street. The additional volume of detention storage to be excavated within the "Project Area" will lower the base flood elevation east of Maize Road by about 0.1'.

1.2.3 Water Quality Enhancement

A majority of the "Project Area" is farmed under existing conditions, including some of the lower quality wetlands. Farming practices routinely disturb soil, allowing silt to be transported and deposited into low lying areas (including wetlands) during and after rains. In addition, chemical treatment of the top soils (fertilizers, etc.) are often applied, and may not be desirable from an environmental perspective. The proposed project essentially eliminates farming as a land use. All drainage systems will conform to current City of Wichita standards and will be in compliance with the National Pollutant Discharge Elimination System defined in the City of Wichita Storm Water regulations.

The project area lies within the Cadillac Lake-Cowskin watershed (Hydrologic Unit Code (HUC) 110300130103) of the Lower Arkansas River Basin. The Cowskin Creek Watershed is one of two targeted water quality improvement watersheds addressed in the Lower Arkansas Basin Watershed Restoration and Protection Strategy (WRAPS) Nine Element Plan (*Lower Arkansas RiverCity WRAPS* , City of Wichita, June, 2013). The proposed project will contribute to achievement of total suspended solids and nutrient total load reduction goals stated in the approved Nine Element Plan through incorporation of permanent revegetation, bioretention and extension of existing dry detention volume.

1.3 Project Description

Major components of the project include:

- Donation of approximately 38.70 acres to the City of Wichita. The donated land will be used to create an urban wetland park, joining wetlands within land currently owned by the City ("Improvement District") to those currently located on private property ("Owner").
- The urban wetland park will be identifiable and marked with signs.
- Constructed additional wetlands within the donated land to offset losses of wetlands outside the boundaries of the donated property. Wetlands currently farmed will be enhanced by inclusion in the park.
- Provide public access to the urban wetland park by constructing an interconnected pathway system. A main path will traverse the east and south perimeters of the park, and provide public access via trailheads. More natural paths will be interspersed throughout the park.
- Excavation of a below grade detention basin in the eastern portion of the "Project Area." The detention basin will expand the existing below grade detention basin on City owned land. Storm water will be discharged by pump(s) north of the Chadsworth Residential Subdivision.

- The remaining area (33.38 acres) will be used for commercial development. Anticipated types of businesses and other land uses for the areas adjacent to Maize Road and 29th Street N. are noted:

    - Retail.
    - Open space.
    - Parking.
    - Office.
    - Hotel.
    - Restaurant.
    - Pedestrian paths and bicycle paths.

Refer to EXHIBITS 5 and 6 for more information.

2. PROJECT ALTERNATIVES

This section describes alternatives considered for the proposed project along with the siting and operational rational for the chosen alternative. Various alternatives were considered, each screened to assess environmental impacts and the practicability of achieving the project purpose. Screening criteria included:

- Environmental impacts to wetlands.
- Achievement of the Project Purpose, which has three interrelated components:

    - Urban wetland park.
    - Storm water detention storage basin.
    - Commercial development to provide the means (land and funding) for the City of Wichita to expand an existing storm water detention basin and to combine wetlands in the "Project Area" with wetlands in the "Improvement District" to create a single urban wetland park, owned and controlled by the City of Wichita.

- Practicability based upon technical, logistical and cost feasibilities.

2.1 No Action Alternative

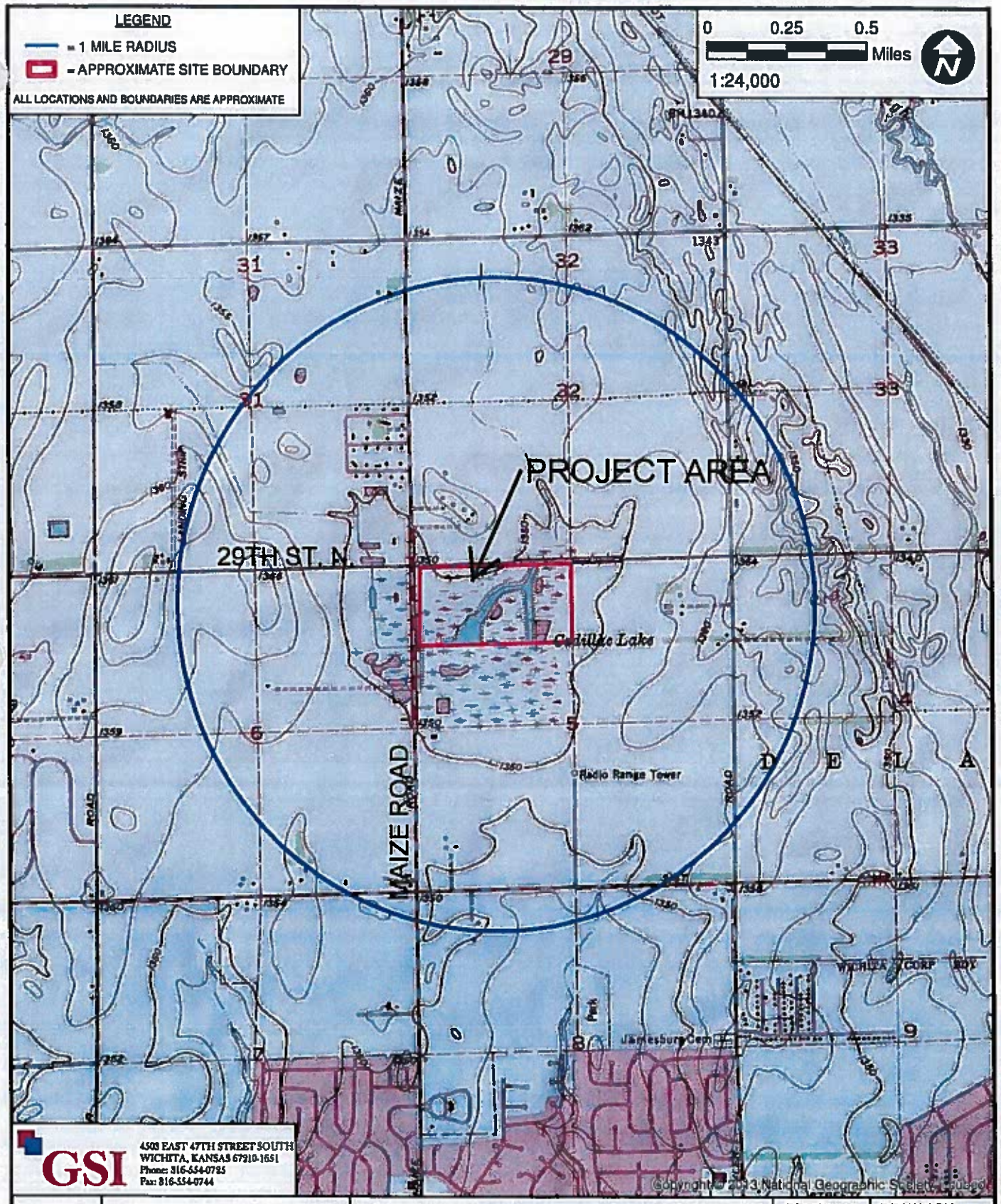
Description: The No Action Alternative considers no expansion of the "Improvement District" wetland reserve onto the "Project Area." No expansion of the "Improvement District" detention storage basin onto the "Project Area" is assumed. Predominate land use within the "Project Area" would continue to be farmed.

Evaluation: Factors assessed for the No Action Alternative are noted:

- The wetlands included in the "Improvement District" would continue to be isolated from the general public.
- No reduction to flooding risks would be realized.
- Predominate land use (agricultural) of the "Project Area" would continue, thereby limiting the land's greater environmental potential as a high quality wetland complex.
- It is likely that, at some point in time, development of portions of the "Project Area" would occur. The development would likely follow the "highest and best" land uses dictated by market forces without consideration of public benefit.

The No Action Alternative was eliminated from further evaluation because:

- The project purpose is not met.
- It is not practicable based on costs; there would be no gift of land or financial participation in construction wetlands and detention storage.



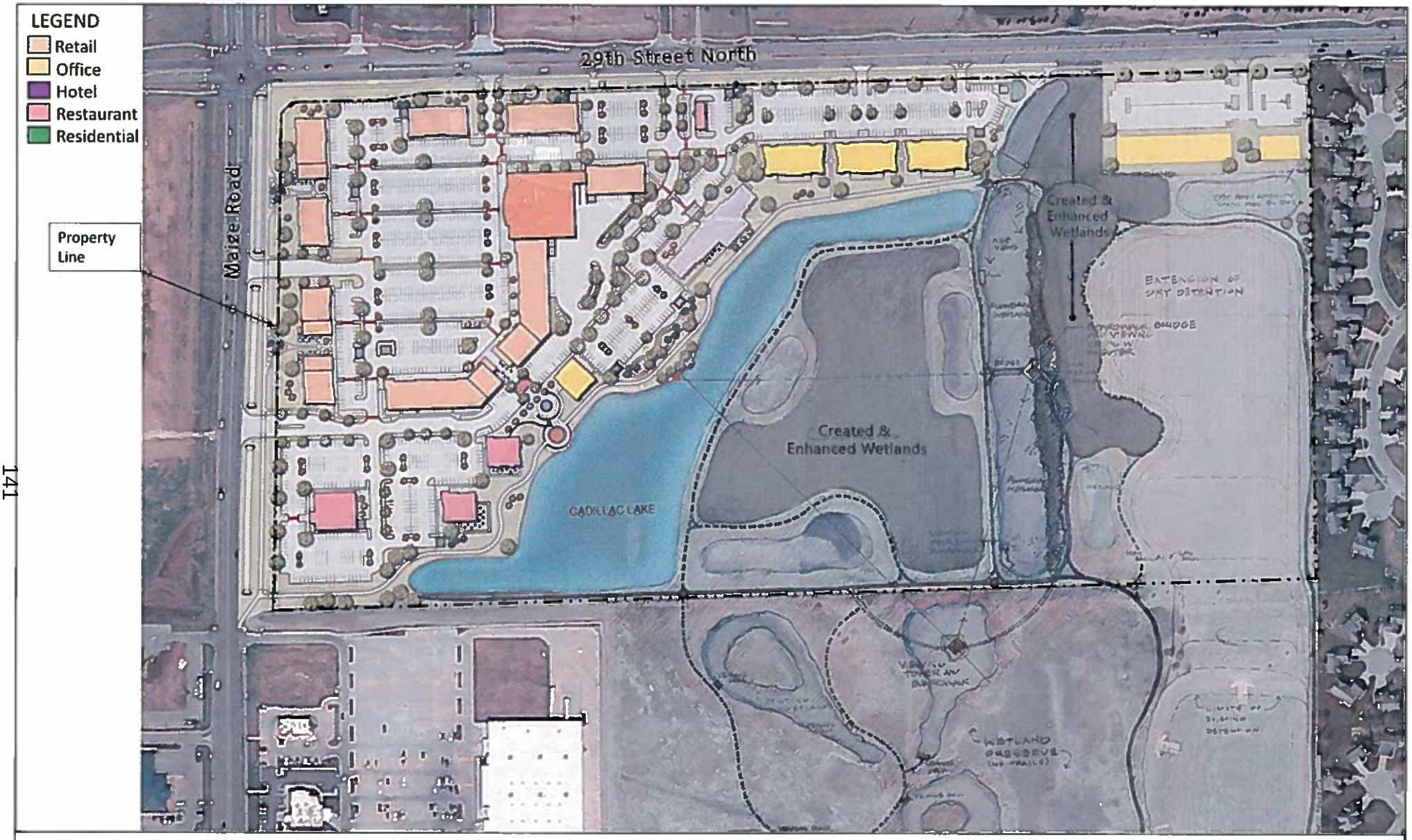
GSI
4503 EAST 47TH STREET SOUTH
WICHITA, KANSAS 67210-1651
Phone: 316-554-0725
Fax: 316-554-0744

FIGURE 1	AREA LOCATION & TOPOGRAPHIC MAP	SOUTHEAST CORNER OF 29TH AND MAIZE WICHITA, KS	PROJ#: 147243	DRAWN BY: KPS
			DATE: 06/24/2014	PROJ.MANGR: G. ARMSTRONG

EXHIBIT 1

0 100 200
Feet
1 inch = 200 feet
N
LEGEND
OBSERVATION POINTS
SITE BOUNDARY
WETLAND DELINEATION (1-10)
1FT CONTOUR LINES
ALL LOCATIONS AND BOUNDARIES ARE APPROXIMATE
DRAWN BY: C. DREYER
PROJ MANGR: G. ARMSTRONG
DWG#: 147243
DATE: 02/06/2019
SOUTHEAST CORNER OF 29TH AND MAIZE RD WICHITA, KS
WETLAND DELINEATION MAP
FIGURE 4
GSI
WEST 29TH STREET
MAIZE ROAD
WESTLAKE ST
UPLAND
WETLAND
(1) 0.08 ACRES
(1) 0.13 ACRES
(1) 2.43 ACRES
(1) 0.08 ACRES
(1) 0.02 ACRES
(1) 4.10 ACRES
(1) 0.27 ACRES TOTAL
(1) 3.80 ACRES
(1) 5.8 ACRES
(1) 0.08 ACRES

EXHIBIT 2



CADILLAC LAKE
WICHITA, KANSAS
ALTERNATIVE 3

EXHIBIT 4

SCALE:

Proposed Prachts Wetlands Park

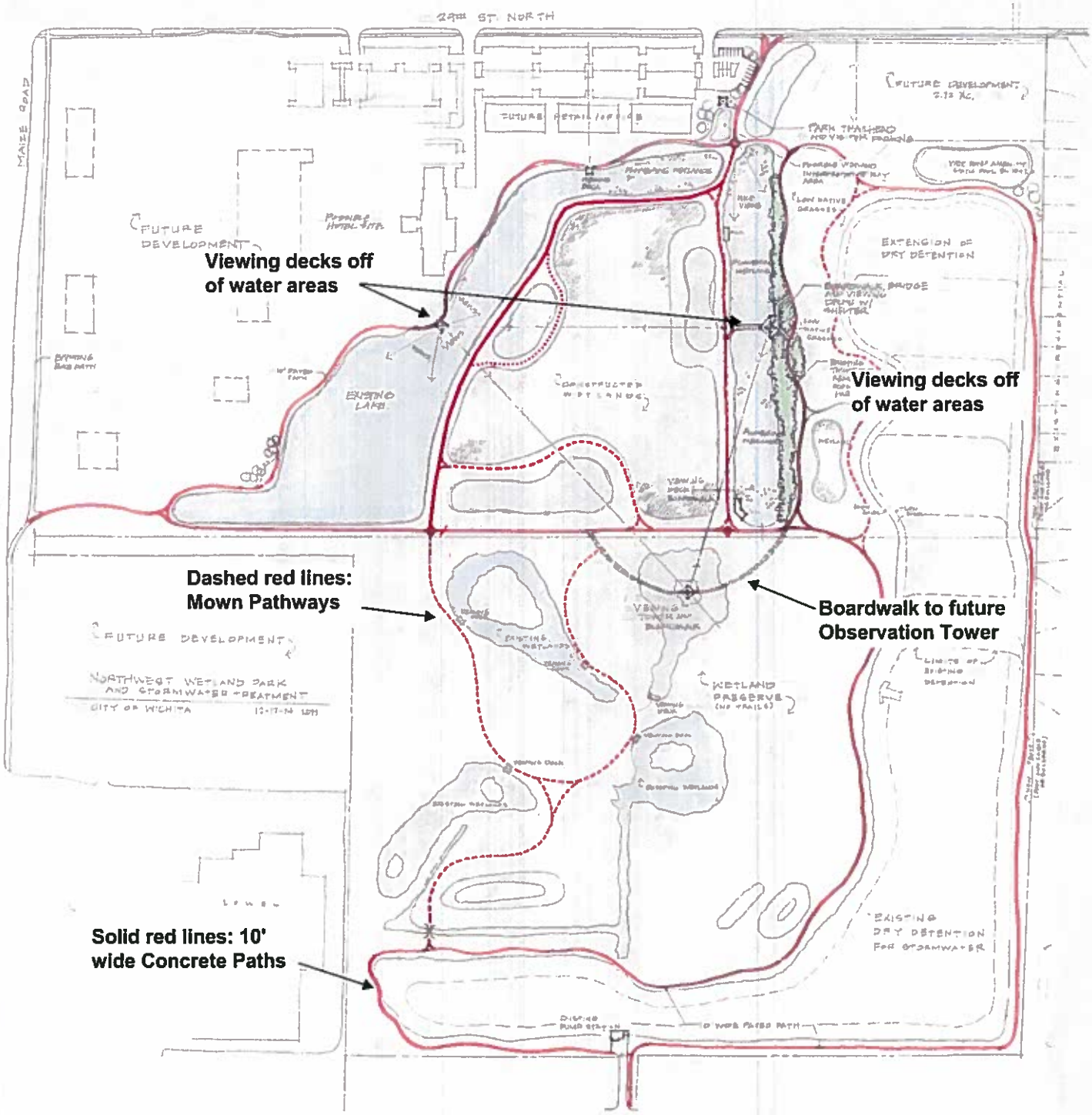
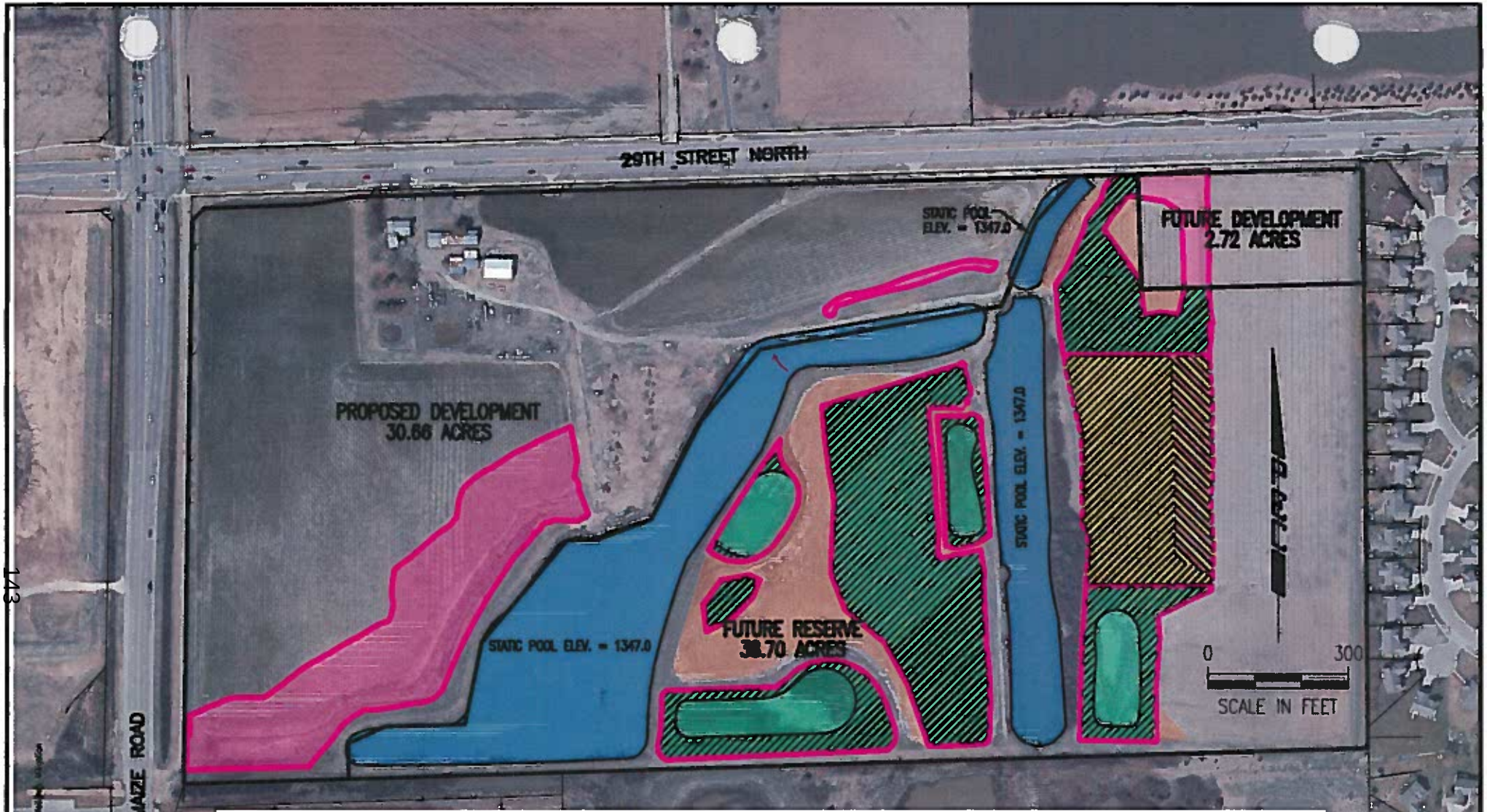


EXHIBIT 6



PROPOSED LAND USE

PROPOSED DEVELOPMENT	30.66 ACRES
FUTURE DEVELOPMENT	2.72 ACRES
FUTURE RESERVE	38.70 ACRES
TOTAL	72.08 ACRES

PROPOSED CONDITIONS

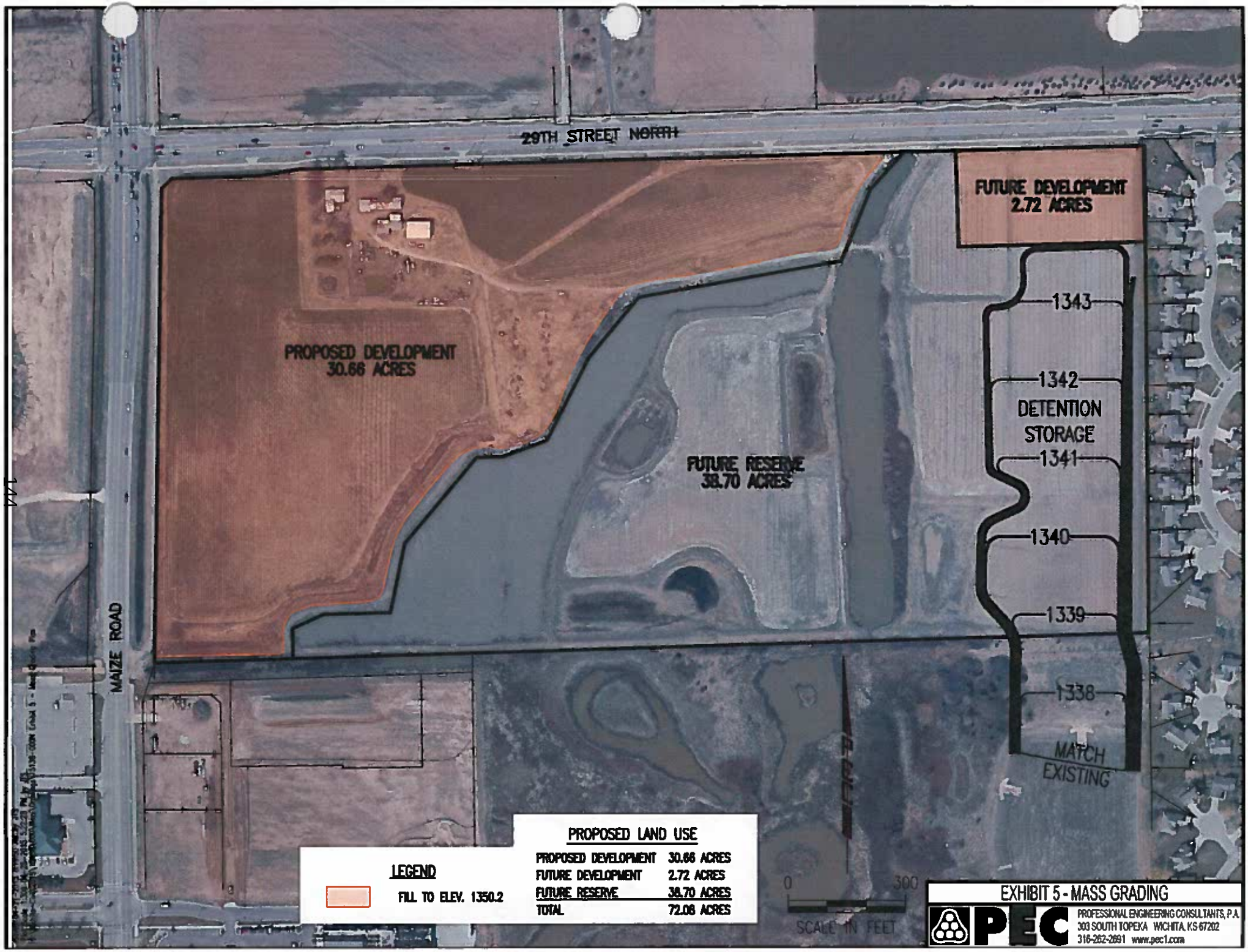
UPLANDS TO REMAIN (EXCLUDES MOSAIC)	40.76 ACRES
WETLANDS PRESERVATION	2.18 ACRES
WETLANDS TO BE REMOVED	4.71 ACRES
WETLANDS TO BE ENHANCED	7.91 ACRES
WETLANDS TO BE CREATED	3.40 ACRES
OPEN WATER	9.75 ACRES
MOSAIC	
UPLANDS TO REMAIN	0.29 ACRES
WETLANDS TO BE REMOVED	0.58 ACRES
MOSAIC	
UPLANDS TO BE CONVERTED TO WETLANDS	0.83 ACRES
WETLANDS TO BE ENHANCED	1.67 ACRES
TOTAL	72.08 ACRES

EXISTING CONDITIONS

UPLANDS (EXCLUDES MOSAIC)	44.58 ACRES
WETLANDS	14.38 ACRES
OPEN WATER	9.75 ACRES
MOSAIC	
UPLANDS	1.12 ACRES
WETLANDS	2.25 ACRES
TOTAL	72.08 ACRES

EXHIBIT 5 - WETLANDS MITIGATION

PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com


29TH STREET NORTH
MAIZE ROAD
PROPOSED DEVELOPMENT
30.66 ACRES
FUTURE RESERVE
38.70 ACRES
FUTURE DEVELOPMENT
2.72 ACRES
1343
1342
DETENTION
STORAGE
1341
1340
1339
1338
MATCH
EXISTING
LEGEND
FILL TO ELEV. 1350.2
PROPOSED LAND USE
PROPOSED DEVELOPMENT 30.66 ACRES
FUTURE DEVELOPMENT 2.72 ACRES
FUTURE RESERVE 38.70 ACRES
TOTAL 72.08 ACRES
0
300
SCALE IN FEET
EXHIBIT 5 - MASS GRADING
PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA WICHITA, KS 67202
316-262-2691 www.pec1.com

Agenda Item No. V-1

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: CUP2015-00015 and ZON2015-00029 – Creation of the Estancia Commercial Community Unit Plan DP-337 and Zone Change From the Limited Commercial and SF-5 Single-Family Residential (Originally SF-20 Single-Family Residential) Districts to the SF-5 Single-Family, Limited Commercial and General Commercial Zoning Districts (District V)

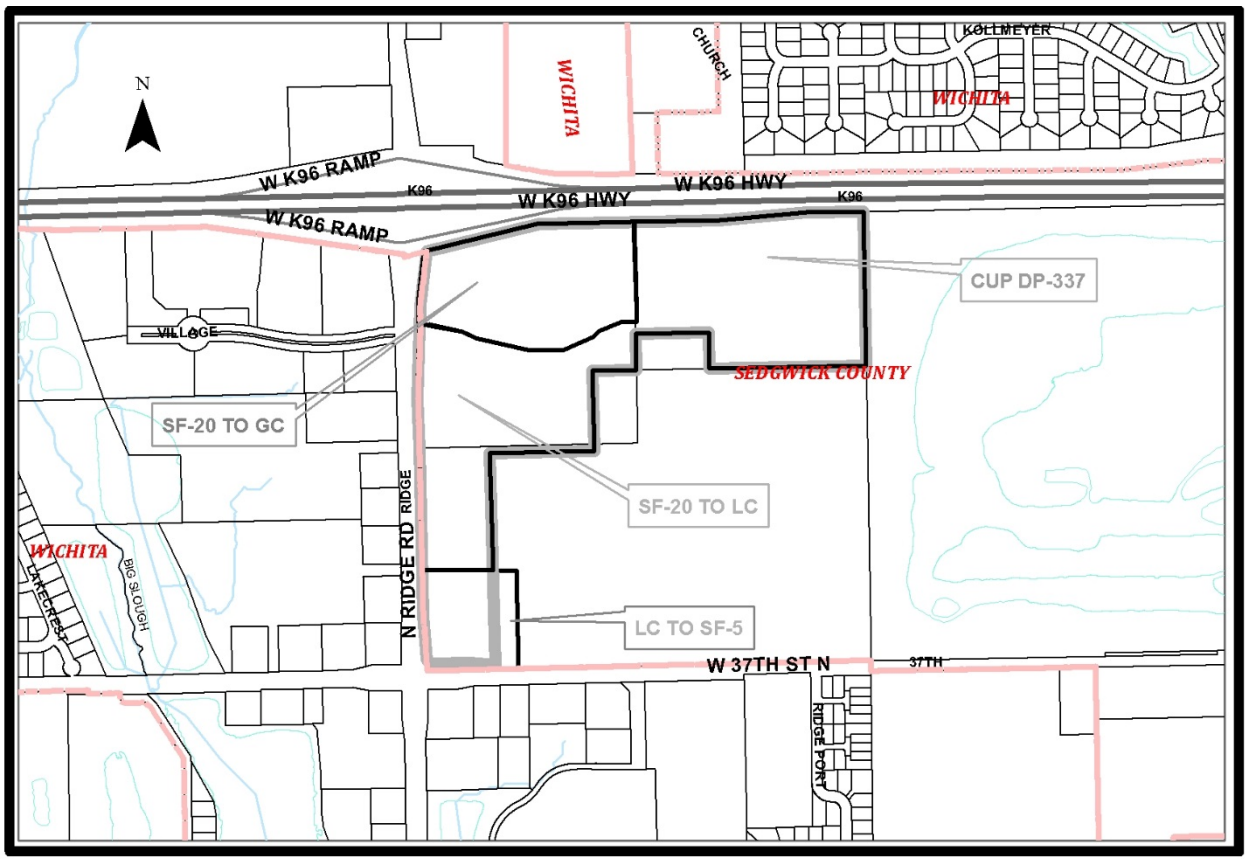
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendations: The Metropolitan Area Planning Commission recommended approval (11-0) subject to the recommended development standards and platting within one year.

MAPD Staff Recommendations: Planning staff recommended approval subject to the recommended development standards and platting within one year.

DAB Recommendations: The District Advisory Board recommended approval subject to the recommended development standards and platting within one year (9-0).



BACKGROUND: The applicant is requesting Limited Commercial (LC), General Commercial (GC) and SF-5 Single-Family Residential (SF-5) zoning subject to the development standards contained in the proposed Estancia Commercial Community Unit Plan (CUP) DP-337. The subject site is currently zoned LC and SF-20 Single-Family Residential (SF-20), and is located in Sedgwick County. A request for annexation by the City of Wichita has been submitted and is expected to be completed prior to consideration by the governing body. (The annexation ordinance was published on July 24, 2015.) The application area is 69.11 acres shaped like an upside-down "L" that abuts the east side of North Ridge Road north of West 37th Street North, and the land abutting the south side of Highway K-96, one-half mile east of North Ridge Road. It is proposed that all uses in the LC and GC district be permitted except for a list of specifically excepted uses, such as: manufactured home, correctional placement residence, night club, animal kennel, sexually oriented business, rock crushing and vehicle and equipment sales outdoor. The complete list of excepted uses can be found in the proposed CUP, General Provision 3.

A total of 14 CUP parcels are proposed. Parcels 1-10 abut the eastern side of North Ridge Road, south of the proposed eastward extension of West Village Circle. Parcels 12 and 13 abut the south side of Highway K-96, north of the proposed extension of West Village Circle. Parcel 14 is surrounded by Parcels 12 and 13 and contain an existing "wireless communications facility." Parcel 11 is located east of Parcels 8, 9 and 10 and south of Parcel 12, and does not have frontage along North Ridge Road or Highway K-96. Parcel 11 has frontage on the proposed extension of West Village Circle and proposed Summitlawn Avenue. Reserve C is located east of Parcels 1-7 and 11, and is also located south of Parcels 11 and 12. All of Reserve C is proposed to be zoned SF-5, including the southern 540 feet of Reserve C that is currently zoned LC. Located to the east of the southern portion of Reserve C is a 132-foot by 540-foot rectangle that is currently zoned LC but is proposed to be down-zoned to SF-5, and is not to be included in the final boundary of the proposed CUP. Reserves A and B are islands located within the proposed eastward extension of West Village Circle. Proposed uses for all reserves, Parcels 1-11 and Parcel 13 are LC uses except for those uses specifically excepted by the CUP, as described in General Provision 3A. Proposed uses for Parcels 12 and 14 are GC uses except for those uses specifically excepted by the CUP, as described in General Provision 3B.

The proposed CUP also requires:

1) Architectural consistency between parcels.
2) Landscaping per City ordinance.
3) Lighting per City code with all parcels sharing similar or consistent parking lot lighting elements. Maximum height of light poles is 27 feet except when located within 100 feet of residential zoning, which shall be15 feet.
4) Rooftop mechanical equipment, trash receptacles, outdoor work areas and loading docks are to be screened from ground level view.
5) Setbacks of 15 feet are shown along North Ridge Road for Parcels 1-7. The setback for Parcel 7's North Ridge Road should be 35 feet to allow for adequate line of sight for traffic exiting Palmetto Street.
6) Parking is to be per code.
7) Signs are to be per code, except as specified differently by the CUP. Initially the applicant proposed (General Provision 12B) to permit flashing, moving, portable, banner or pennant signage along Highway K-96 and at the northeast corner of North Ridge Road and West 37th Street North. However, after discussion with staff the request has been withdrawn. Small tenant monument signs are limited to150 square feet and a maximum height of 14 feet. Three large development signs are proposed along Ridge Road and two along K-96. Large development signs have a maximum height of 35 feet and a maximum sign area of 300 square feet. Three off-site signs are proposed, two along K-96 and one at the intersection of North Ridge Road and West 37th Street.
8) Access controls shall be determined at the time of platting. Cross-lot circulation agreements are required at the time of platting to assure internal traffic between parcels.

As noted above, the site is located at the southeast corner of Highway K-96, a divided four-lane freeway, and North Ridge Road, a four-lane arterial. Land located to the north of the subject property, across Highway K-96 is zoned SF-20 or SF-5 and is farmland or single-family residential. Land located to the

east and south of the application area is zoned SF-20. A large-lot single-family residence nearly surrounded by a berm and a private lake is located to the east. South of Parcel 13 is a SF-20 zoned 2.012-acre tract that contains a single-family residence, addressed as 4104 North Ridge Road that is not included in the subject application and is not included in the proposed plat noted below in the case history section. Currently a private drive provides access from North Ridge Road to the residence and to the wireless communication facility. If the subject application is approved, access to the residence would switch from a private drive to West Village Circle. Other land located south and east of the application area is currently undeveloped and is currently zoned SF-20; however, it is owned by the current applicant and is proposed to be annexed. Upon annexation the adjoining property will become zoned SF-5. Land located to the south of West 37th Street is zoned LC and GO General Office (GO) subject to CUP DP-239, and developed with a convenience store, strip office center, church and assisted living. Land to the west is zoned LC subject to three different CUP's, and is vacant or is developed with a bank or medical offices.

Analysis: On July 23, 2015, the Metropolitan Area Planning Commission ("MAPC") reviewed the application. At least one person spoke wanting an assurance that a masonry wall would be built along the east line of Parcel 13. The MAPC voted (11-0) to approve the application subject to staff recommendations:

A. Approve the zone change as requested and the creation of the Estancia Community Unit Plan DP-337, subject to platting within one year.
B. The masonry screening wall normally required between residential and non-residential uses may be exchanged for berms and landscaping in Reserve C, and along the 902.34 feet of the south line of Parcel 13 located east of the exception area. The eastern property line of Parcel 13 (888.70 feet) will have a masonry wall as will the eastern 208.71 feet, and the northern 417.42 feet of the exception area abutting Parcel 13.
C. The applicant shall submit four copies of the approved CUP to the Metropolitan Area Planning Department within 60 days after approval of the application by the governing body, or the request shall be considered denied and closed.

At the District Advisory Board (DAB) V meeting held on August 10, 2015, the DAB voted (9-0) to approve the request per staff recommendations. No one other than the applicant's agent spoke at the meeting.

A protest constituting 15.7 percent has been filed. The application may be approved as recommended by MAPC with a simple majority vote (four votes).

Financial Considerations: Approval of the request will not create any atypical financial considerations to the City.

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

Recommendation/Actions: It is recommended that the City Council: 1) adopt the findings of the MAPC, approve the requested zone change and CUP DP-337 subject to platting within one year of approval, withhold publication of the ordinance enacting the zone change until the plat is recorded (simple majority of four votes); 2) deny the application by making alternate findings (two-thirds majority of five votes); or 3) return the application to the MAPC for further consideration (simple majority of four votes).

Attachments: CUP drawing, MAPC minutes, DAB minutes, Ordinance, Protest Map.

OCA 150004

ORDINANCE NO. 50-074

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

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

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

Case No. ZON2015-00029 (assoc. with CUP2015-00015)

Zone change request from SF-5 Single-Family Residential and LC Limited Commercial to SF-5 Single-Family Residential, LC Limited Commercial and GC General Commercial subject to the development standards contained in the Estancia Commercial Community Unit Plan DP-337 on property described as

A tract of land lying in a portion of the Southwest Quarter of Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; said tract of land being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter; thence along the west line of said Southwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N01°35'09"W, 99.52 feet; thence N88°24'51"E, 71.72 feet to a point on the east right of way of Ridge Road dedicated on Film 1735, Page 2074, said point also being the POINT OF BEGINNING; thence along said east right of way for the next five courses, N04°15'57"W, 250.76 feet; thence parallel with and 60 feet east of said west line, N01°35'09"W, 1251.00 feet; thence N01°59'11"E, 401.23 feet; thence N01°35'12"W, 147.74 feet; thence N06°44'51"E, 300.30 feet to a point on the south right of way line of K-96 Highway; thence along said south right of way line for the next five courses, N76°07'51"E, 666.00 feet; thence N88°44'57"E, 542.24 feet; thence N88°42'31"E, 506.95 feet; thence N84°51'10"E, 501.10 feet to a point on the north line of said Southwest Quarter; thence along said north line, N88°55'10"E, 314.60 feet to the northeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter, S01°20'41"E, 888.70 feet; thence S88°55'10"W, 902.34 feet to a point on the east line of exception tract described on Film 1696, Page 457; thence along the boundary of said exception tract for the next three courses, N01°27'56"W, 208.71 feet; thence S88°55'10"W, 417.42 feet; thence S01°27'56"E, 208.71 feet; thence S88°55'10"W, 249.73 feet to a point 1070 feet east of said west line of said Southwest Quarter; thence parallel with and 1070 feet east of the said west line, S01°35'09"E, 465.00 feet; thence S88°55'10"W, 602.02 feet to a point 468 feet east of said west line; thence parallel with and 468 feet east of said west line, S01°35'09"E, 1218.97 feet to a point 60 feet north of the south line of said Southwest Quarter; thence parallel with and 60 feet north of said south line, S88°46'20"W, 42.82 feet; thence N82°41'49"W, 101.12 feet to a point 75 feet north of said south line; thence parallel with and 75 feet north of said south line, S88°46'20"W, 227.39 feet; thence N47°44'48"W, 36.28 feet to the POINT OF BEGINNING.

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 8th day of September 2015.

_____
Jeff Longwell - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

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

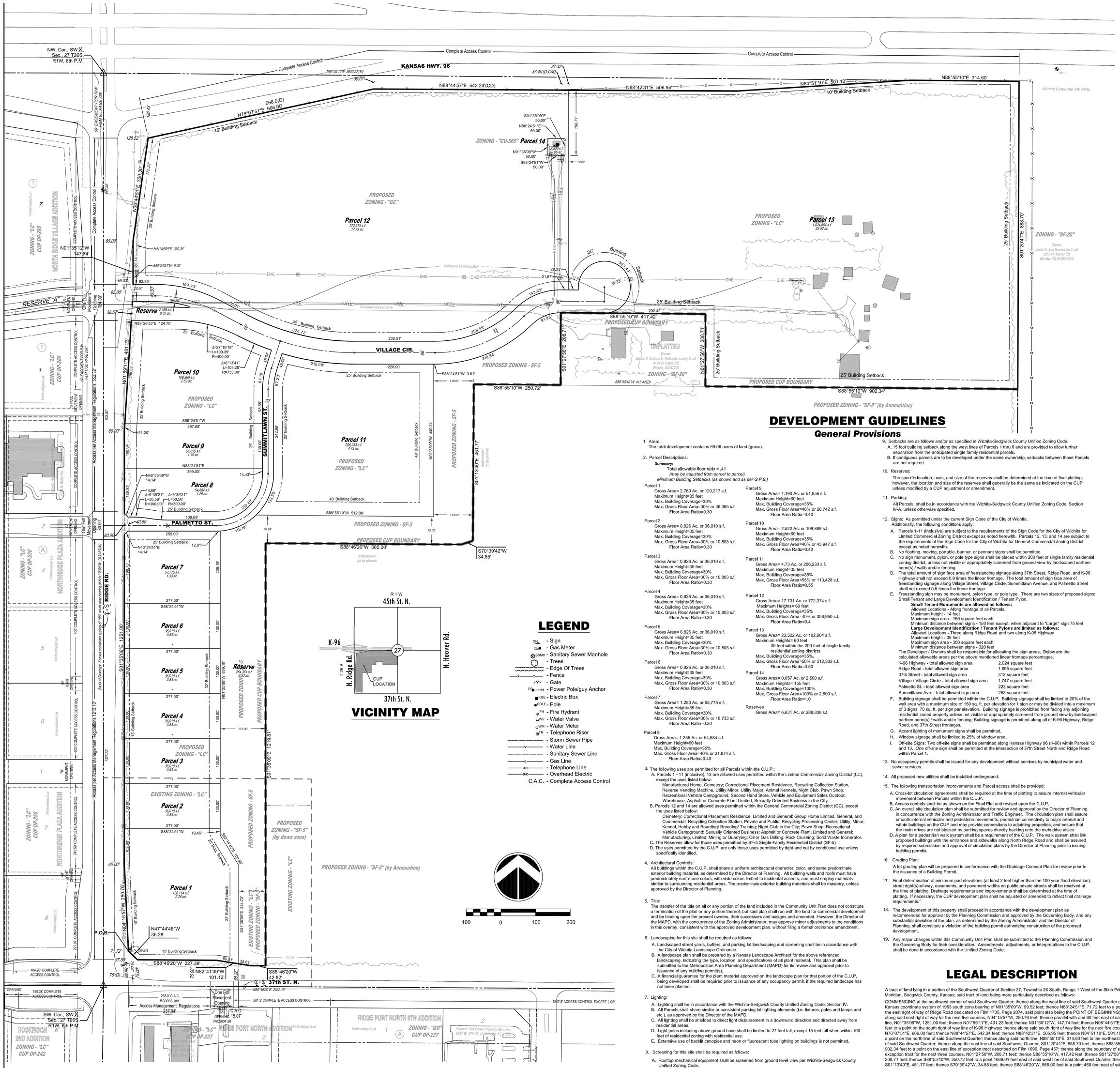
INTEROFFICE MEMORANDUM

TO: MAPC
FROM: Case Bell, Community Liaison
SUBJECT: **ZON2015-00029 and CUP2015-00015**
DATE: August 10, 2015

Bill Longnecker, Metropolitan Area Planning Department, presented a request for Limited Commercial (LC), General Commercial (GC) and SF-5 Single-Family Residential (SF-5) zoning subject to the development standards contained in the proposed Valencia Commercial Community Unit Plan (CUP) DP-337. The subject site is currently zoned LC and SF-20 Single-Family Residential (SF-20), and is located in Sedgwick County. A request for annexation by the City of Wichita has been submitted and is expected to be completed prior to consideration by the governing body. The application area is 69.11 acres shaped like an upside-down "L" that abuts the east side of North Ridge Road north of West 37th Street North, and the land abutting the south side of Highway K-96, one-half mile east of North Ridge Road. It is proposed that all uses in the LC and GC district be permitted except for a list of specifically excepted uses, such as: manufactured home, correctional placement residence, night club, animal kennel, sexually oriented business, rock crushing and vehicle and equipment sales outdoor.

Questions:
DAB? Regarding the setbacks, do the setbacks meet normal requirements? **Brian Lindeback (Agent):** With a CUP you can go less than the normal zoning code. The important thing is line of sight for traffic. The plat still has to be reviewed and approved and the setbacks will be examined at that time. **Brian Lindeback** also noted that the new comprehensive plan should address setbacks on arterial streets. One of the ideas regarding this is to bring the businesses closer to Ridge Road as they work on the residential area behind the development.
DAB? What are the protests regarding the development? **A:** They didn't give specific reasons, it appears they are just opposed to commercial zoning in the area in general.

The DAB V members voted 9-0 to recommend approval of the request subject to the five listed development standards.



DEVELOPMENT GUIDELINES

General Provisions

1. Area:
   The total development contains 69.06 acres of land (gross).

2. Parcel Descriptions:
   Summary:
   Total allowable floor ratio = .41
   (may be adjusted from parcel to parcel)
   Minimum Building Setbacks (as shown and as per G.P.9.)

   Parcel 1
   Gross Area= 2.760 Ac. or 120,217 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=30%
   Max. Gross Floor Area=30% or 36,065 s.f.
   Floor Area Ratio=0.30

   Parcel 2
   Gross Area= 0.826 Ac. or 36,010 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=30%
   Max. Gross Floor Area=30% or 10,803 s.f.
   Floor Area Ratio=0.30

   Parcel 3
   Gross Area= 0.826 Ac. or 36,010 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=30%
   Max. Gross Floor Area=30% or 10,803 s.f.
   Floor Area Ratio=0.30

   Parcel 4
   Gross Area= 0.826 Ac. or 36,010 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=30%
   Max. Gross Floor Area=30% or 10,803 s.f.
   Floor Area Ratio=0.30

   Parcel 5
   Gross Area= 0.826 Ac. or 36,010 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=30%
   Max. Gross Floor Area=30% or 10,803 s.f.
   Floor Area Ratio=0.30

   Parcel 6
   Gross Area= 0.826 Ac. or 36,010 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=30%
   Max. Gross Floor Area=30% or 10,803 s.f.
   Floor Area Ratio=0.30

   Parcel 7
   Gross Area= 1.280 Ac. or 55,775 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=30%
   Max. Gross Floor Area=30% or 16,733 s.f.
   Floor Area Ratio=0.30

   Parcel 8
   Gross Area= 1.255 Ac. or 54,684 s.f.
   Maximum Height=60 feet
   Max. Building Coverage=35%
   Max. Gross Floor Area=40% or 21,874 s.f.
   Floor Area Ratio=0.40

   Parcel 9
   Gross Area= 1.190 Ac. or 51,856 s.f.
   Maximum Height=60 feet
   Max. Building Coverage=35%
   Max. Gross Floor Area=40% or 20,742 s.f.
   Floor Area Ratio=0.40

   Parcel 10
   Gross Area= 2.522 Ac. or 109,868 s.f.
   Maximum Height=60 feet
   Max. Building Coverage=35%
   Max. Gross Floor Area=40% or 43,947 s.f.
   Floor Area Ratio=0.40

   Parcel 11
   Gross Area= 4.73 Ac. or 206,233 s.f.
   Maximum Height=35 feet
   Max. Building Coverage=35%
   Max. Gross Floor Area=55% or 113,428 s.f.
   Floor Area Ratio=0.55

   Parcel 12
   Gross Area= 17.731 Ac. or 772,374 s.f.
   Maximum Height= 60 feet
   Max. Building Coverage=35%
   Max. Gross Floor Area=40% or 308,950 s.f.
   Floor Area Ratio=0.4

   Parcel 13
   Gross Area= 23.522 Ac. or 102,604 s.f.
   Maximum Height= 60 feet
   35 feet within the 200 feet of single family residential zoning districts
   Max. Building Coverage=35%.
   Max. Gross Floor Area=50% or 512,303 s.f.
   Floor Area Ratio=0.50

   Parcel 14
   Gross Area= 0.057 Ac. or 2,500 s.f.
   Maximum Heights= 155 feet
   Max. Building Coverage=100%.
   Max. Gross Floor Area=100% or 2,500 s.f.
   Floor Area Ratio=1.0

   Reserves
   Gross Area= 6.631 Ac. or 288,838 s.f.

3. The following uses are permitted for all Parcels within the C.U.P.:
   A. Parcels 1 - 11 (inclusive), 13 are allowed uses permitted within the Limited Commercial Zoning District (LC), except the uses listed below:
      Manufactured Home, Cemetery; Correctional Placement Residence, Recycling Collection Station, Reverse Vending Machine, Utility Minor, Utility Major, Animal Kennels, Night Club, Pawn Shop, Recreational Vehicle Campground, Second Hand Store, Vehicle and Equipment Sales Outdoor, Warehouse, Asphalt or Concrete Plant Limited, Sexually Oriented Business in the City.
   B. Parcels 12 and 14 are allowed uses permitted within the General Commercial Zoning District (GC), except the uses listed below:
      Cemetery; Correctional Placement Residence, Limited and General; Group Home Limited, General, and Commercial; Recycling Collection Station, Private and Public; Recycling Processing Center; Utility, Minor; Kennel, Hobby and Boarding/ Breeding/ Training; Night Club in the City; Pawn Shop; Recreational Vehicle Campground; Sexually Oriented Business; Asphalt or Concrete Plant, Limited and General; Manufacturing, Limited; Mining or Quarrying; Oil or Gas Drilling; Rock Crushing; Solid Waste Incinerator.
   C. The Reserves allow for those uses permitted by SF-5 Single-Family Residential District (SF-5).
   D. The uses permitted by the C.U.P. are only those uses permitted by right and not by conditional use unless specifically identified.

4. Architectural Controls:
   All buildings within the C.U.P. shall share a uniform architectural character, color, and same predominate exterior building material, as determined by the Director of Planning. All building walls and roofs must have predominately earth-tone colors, with vivid colors limited to incidental accents, and must employ materials similar to surrounding residential areas. The predominate exterior building materials shall be masonry, unless approved by the Director of Planning.

5. Title:
   The transfer of the title on all or any portion of the land included in the Community Unit Plan does not constitute a termination of the plan or any portion thereof; but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns and amended. However, the Director of the MAPD, with the concurrence of the Zoning Administrator, may approve minor adjustments to the conditions in this overlay, consistent with the approved development plan, without filing a formal ordinance amendment.

6. Landscaping for this site shall be required as follows:
   A. Landscaped street yards, buffers, and parking lot landscaping and screening shall be in accordance with the City of Wichita Landscape Ordinance.
   B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. This plan shall be submitted to the Metropolitan Area Planning Department (MAPD) for its review and approval prior to issuance of any building permit(s).
   C. A financial guarantee for the plant material approved on the landscape plan for that portion of the C.U.P. being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.

7. Lighting:
   A. Lighting shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV.
   B. All Parcels shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps and etc.), as approved by the Director of the MAPD.
   C. All lighting shall be shielded to direct light disbursement in a downward direction and directed away from residential areas.
   D. Light poles including above ground base shall be limited to 27 feet tall, except 15 feet tall when within 100 feet of residential zoning with residential use.
   E. Extensive use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.

8. Screening for this site shall be required as follows:
   A. Rooftop mechanical equipment shall be screened from ground level view per Wichita-Sedgwick County Unified Zoning Code.
   B. Trash receptacles, loading docks, outdoor storage, and loading areas shall be appropriately screened to reasonably hide them from ground view with fencing and/or landscaping.
   C. A.) Masonry walls may be substituted along the easterly boundaries of Parcels 1, 2, 3, 4, 5, 6, 7, 8, 11 and south boundaries of Parcels 11 and 13, where abutting residential platted lots, if the following conditions are met:
      1.) A four (4) to nine (9) foot tall earthen berm is installed within an adjoining Reserve abutting the residential zoned property.
      2.) A mix of deciduous and evergreens shall be planted upon the berm with a natural appearance.
      3.) A landscape plan shall be provided by the developer of the residential / commercial property and shall be submitted to the Metropolitan Area Planning Department (MAPD) for its review and approval prior to issuance of any commercial building permit(s).
      B.) Optionally, a masonry wall or opaque fence may be placed upon such earthen berm(s) to further screen the residential zoned properties.
      C.) A masonry wall or opaque fence shall be required to screen the residential zoned property south of Village Circle along the north and east boundaries of of the unincorporated SF-20 zoned residence (417 feet along the north and 208 along the east). Said masonry wall or opaque fence is only required if said unincorporated properties primary use is residential.
   D. Unless otherwise noted Screening shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV and Section III-C.2.b.
   E. Outdoor display and storage shall be subject to all conditions of Section III-B.14.e for all Parcels.

9. Setbacks are as follows and/or as specified in Wichita-Sedgwick County Unified Zoning Code.
   A. 15 foot building setback along the west lines of Parcels 1 thru 6 and are provided to allow further separation from the anticipated single family residential parcels.
   B. If contiguous parcels are to be developed under the same ownership, setbacks between those Parcels are not required.

10. Reserves:
    The specific location, uses, and size of the reserves shall be determined at the time of final platting; however, the location and size of the reserves shall generally be the same as indicated on the CUP unless modified by a CUP adjustment or amendment.

11. Parking:
    All Parcels, shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV-A, unless otherwise specified.

12. Signs: As permitted under the current Sign Code of the City of Wichita.
    Additionally, the following conditions apply:
    A. Parcels 1-11 (inclusive) are subject to the requirements of the Sign Code for the City of Wichita for Limited Commercial Zoning District except as noted herewith. Parcels 12, 13, and 14 are subject to the requirements of the Sign Code for the City of Wichita for General Commercial Zoning District except as noted herewith.
    B. No flashing, moving, portable, banner, or pennant signs shall be permitted.
    C. No sign monument, pylon, or pole type signs shall be placed within 200 feet of single family residential zoning district, unless not visible or appropriately screened from ground view by landscaped earthen berm(s) / walls and/or fencing.
    D. The total amount of sign face area of freestanding signage along 37th Street, Ridge Road, and K-96 Highway shall not exceed 0.8 times the linear frontage. The total amount of sign face area of freestanding signage along Village Street, Village Circle, Summitlawn Avenue, and Palmetto Street shall not exceed 0.5 times the linear frontage
    E. Freestanding sign may be monument, pylon type, or pole type. There are two sizes of proposed signs:
       Small Tenant and Large Development Identification / Tenant Pylon.
       Small Tenant Monuments are allowed as follows:
       Allowed Locations - Along frontage of all Parcels.
       Maximum height - 14 feet
       Maximum sign area - 150 square feet each
       Minimum distance between signs - 150 feet except, when adjacent to "Large" sign 75 feet
       Large Development Identification / Tenant Pylons are limited as follows:
       Allowed Locations - Three along Ridge Road and two along K-96 Highway
       Maximum height - 35 feet
       Maximum sign area - 300 square feet each
       Minimum distance between signs - 320 feet
       The Developer / Owners shall be responsible for allocating the sign areas. Below are the calculated allowable areas per the above mentioned linear frontage percentages.

K-96 Highway - total allowed sign area	2,024 square feet
Ridge Road - total allowed sign area	1,895 square feet
37th Street - total allowed sign area	312 square feet
Village / Village Circle - total allowed sign area	1,747 square feet
Palmetto St. - total allowed sign area	222 square feet
Summitlawn Ave. - total allowed sign area	253 square feet

    F. Building signage shall be permitted within the C.U.P. Building signage shall be limited to 20% of the wall area with a maximum size of 150 sq. ft. per elevation for 1 sign or may be divided into a maximum of 3 signs, 70 sq. ft. per sign per elevation. Building signage is prohibited from facing any adjoining residential zoned property unless not visible or appropriately screened from ground view by landscaped earthen berm(s) / walls and/or fencing; Building signage is permitted along all of K-96 Highway, Ridge Road, and 37th Street frontages.
    G. Accent lighting of monument signs shall be permitted.
    H. Window signage shall be limited to 25% of window area.
    I. Off-site Signs: Two off-site signs shall be permitted along Kansas Highway 96 (K-96) within Parcels 12 and 13. One off-site sign shall be permitted at the intersection of 37th Street North and Ridge Road within Parcel 1.

13. No occupancy permits shall be issued for any development without services by municipal water and sewer services.

14. All proposed new utilities shall be installed underground.

15. The following transportation improvements and Parcel access shall be provided:
    A. Cross-lot circulation agreements shall be required at the time of platting to assure internal vehicular movement between Parcels within the C.U.P.
    B. Access controls shall be as shown on the Final Plat and revised upon the C.U.P.
    C. An overall site circulation plan shall be submitted for review and approval by the Director of Planning, in concurrence with the Zoning Administrator and Traffic Engineer. The circulation plan shall assure smooth internal vehicular and pedestrian movements, pedestrian connectivity to major arterial and within buildings on the CUP and may provide connections to adjoining properties, and ensure that the main drives are not blocked by parking spaces directly backing onto the main drive aisles.
    D. A plan for a pedestrian walk system shall be a requirement of the C.U.P. The walk system shall link proposed buildings with the entrances and sidewalks along North Ridge Road and shall be assured by required submission and approval of circulation plans by the Director of Planning prior to issuing building permits.

16. Grading Plan:
    A lot grading plan will be prepared in conformance with the Drainage Concept Plan for review prior to the issuance of a Building Permit.

17. Final determination of minimum pad elevations (at least 2 feet higher than the 100 year flood elevation), street right(s)-of-way, easements, and pavement widths on public private streets shall be resolved at the time of platting. Drainage requirements and Improvements shall be determined at the time of platting. If necessary, the CUP development plan shall be adjusted or amended to reflect final drainage requirements."

18. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

19. Any major changes within this Community Unit Plan shall be submitted to the Planning Commission and the Governing Body for their consideration. Amendments, adjustments, or interpretations to the C.U.P. shall be done in accordance with the Unified Zoning Code.

LEGAL DESCRIPTION

A tract of land lying in a portion of the Southwest Quarter of Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; said tract of land being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter; thence along the west line of said Southwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N01°35'09"W, 99.52 feet; thence N88°24'51"E, 71.72 feet to a point on the east right of way of Ridge Road dedicated on Film 1735, Page 2074, said point also being the POINT OF BEGINNING; thence along said east right of way for the next five courses, N04°15'57"W, 250.76 feet; thence parallel with and 60 feet east of said west line, N01°35'09"W, 1251.00 feet; thence N01°59'11"E, 401.23 feet; thence N01°35'12"W, 147.74 feet; thence N06°44'51"E, 300.30 feet to a point on the south right of way line of K-96 Highway; thence along said south right of way line for the next five courses, N76°07'51"E, 666.00 feet; thence N88°44'57"E, 542.24 feet; thence N88°42'31"E, 506.85 feet; thence N84°51'10"E, 501.10 feet to a point on the north line of said Southwest Quarter; thence along said north line, N88°55'10"E, 314.60 feet to the northeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter, S01°20'41"E, 888.70 feet; thence S88°55'10"W, 902.34 feet to a point on the east line of exception tract described on Film 1696, Page 457; thence along the boundary of said exception tract for the next three courses, N01°27'56"W, 208.71 feet; thence S88°55'10"W, 417.42 feet; thence S01°27'56"E, 208.71 feet; thence S88°55'10"W, 250.72 feet to a point 1069.01 feet east of said west line of said Southwest Quarter; thence S01°13'40"E, 451.77 feet; thence S70°39'42"W, 34.85 feet; thence S88°46'20"W, 565.00 feet to a point 468 feet east of said west line; thence parallel with and 468 feet east of said west line, S01°35'09"E, 1219.81 feet to a point 60 feet north of the south line of said Southwest Quarter; thence parallel with and 60 feet north of said south line, S88°46'20"W, 42.82 feet; thence N82°41'49"W, 101.12 feet to a point 75 feet north of said south line; thence parallel with and 75 feet north of said south line, S88°46'20"W, 227.39 feet; thence N47°44'48"W, 36.28 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 3,008,211 square feet or 69.06 acres of land, more or less.

COMMUNITY UNIT PLAN DP-337

ESTANCIA COMMERCIAL

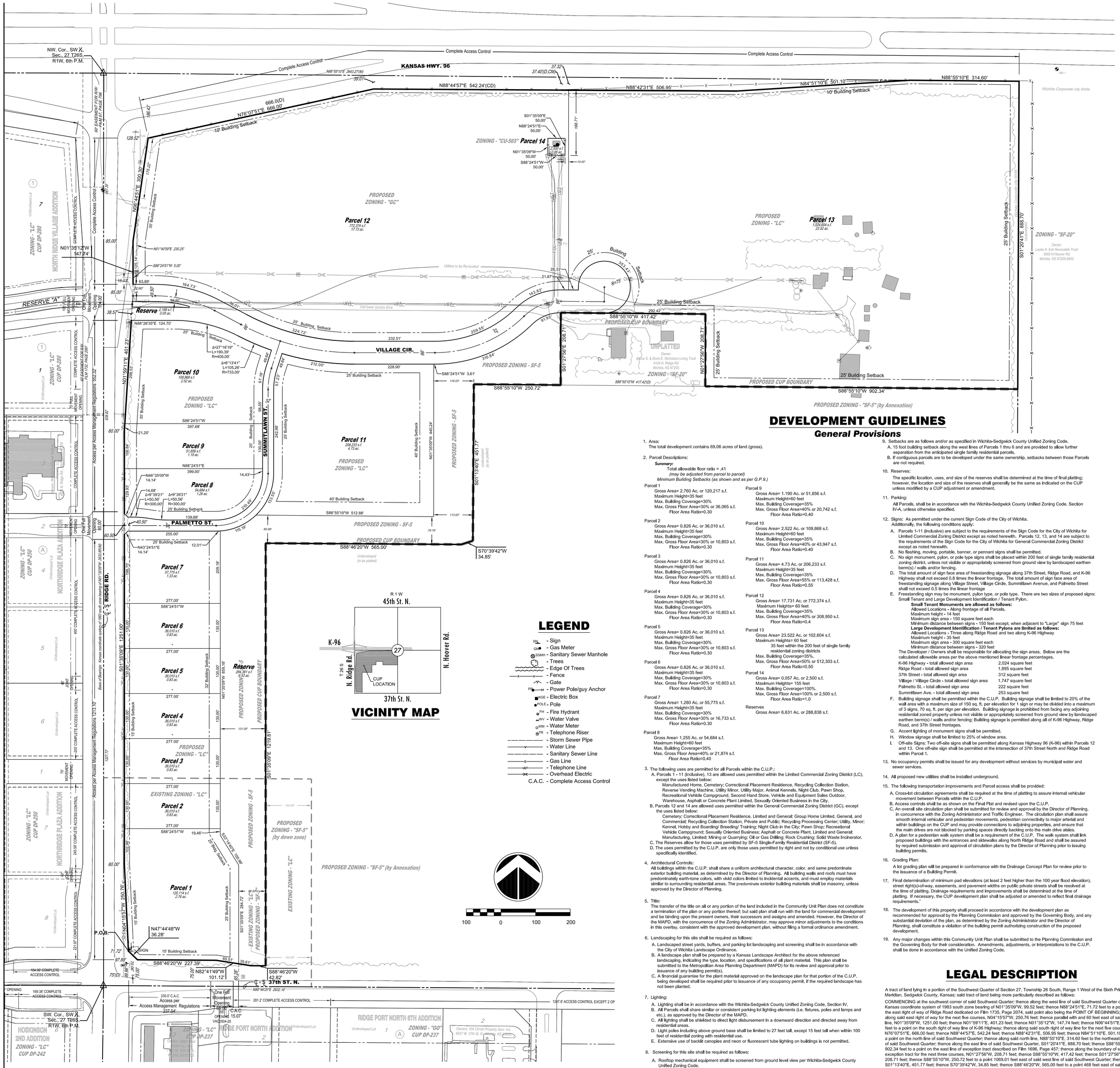
CUP2015-00015
ZON2015-00029

OWNER / DEVELOPER: Tier 1, LLC Attn: Marv Schellenberg 7926 W. 21st, Wichita, KS 67205 (316) 721-2153

MKEC
Wichita, KS • 316.684.9600

Submitted: June 15, 2015

J:\Projects\2014\0191\MXD_Premier - Nicholson Property\05-Civil\CAD\Plat\144\CUP.dwg 06/15/2015 03:25:05 PM CST
Estancia Commercial (CUP 2015-00015)



VICINITY MAP

LEGEND

- SN - Sign
- GM - Gas Meter
- SSMH - Sanitary Sewer Manhole
- Trees
- Edge Of Trees
- Fence
- Gate
- PP - Power Pole/guy Anchor
- KGE - Electric Box
- POLE - Pole
- FH - Fire Hydrant
- WV - Water Valve
- WM - Water Meter
- TR - Telephone Riser
- Storm Sewer Pipe
- Water Line
- Sanitary Sewer Line
- Gas Line
- Telephone Line
- Overhead Electric
- C.A.C. - Complete Access Control

100 0 100 200

DEVELOPMENT GUIDELINES

General Provisions

1. Area:
The total development contains 69.06 acres of land (gross).

2. Parcel Descriptions:
Summary:
Total allowable floor ratio = .41
(may be adjusted from parcel to parcel)
Minimum Building Setbacks (as shown and as per G.P.9.)

Parcel 1
Gross Area= 2.760 Ac. or 120,217 s.f.
Maximum Height=35 feet
Max. Building Coverage=30%
Max. Gross Floor Area=30% or 36,065 s.f.
Floor Area Ratio=0.30

Parcel 2
Gross Area= 0.826 Ac. or 36,010 s.f.
Maximum Height=35 feet
Max. Building Coverage=30%
Max. Gross Floor Area=30% or 10,803 s.f.
Floor Area Ratio=0.30

Parcel 3
Gross Area= 0.826 Ac. or 36,010 s.f.
Maximum Height=35 feet
Max. Building Coverage=30%
Max. Gross Floor Area=30% or 10,803 s.f.
Floor Area Ratio=0.30

Parcel 4
Gross Area= 0.826 Ac. or 36,010 s.f.
Maximum Height=35 feet
Max. Building Coverage=30%
Max. Gross Floor Area=30% or 10,803 s.f.
Floor Area Ratio=0.30

Parcel 5
Gross Area= 0.826 Ac. or 36,010 s.f.
Maximum Height=35 feet
Max. Building Coverage=30%
Max. Gross Floor Area=30% or 10,803 s.f.
Floor Area Ratio=0.30

Parcel 6
Gross Area= 0.826 Ac. or 36,010 s.f.
Maximum Height=35 feet
Max. Building Coverage=30%
Max. Gross Floor Area=30% or 10,803 s.f.
Floor Area Ratio=0.30

Parcel 7
Gross Area= 1.280 Ac. or 55,775 s.f.
Maximum Height=35 feet
Max. Building Coverage=30%
Max. Gross Floor Area=30% or 16,733 s.f.
Floor Area Ratio=0.30

Parcel 8
Gross Area= 1.255 Ac. or 54,684 s.f.
Maximum Height=60 feet
Max. Building Coverage=35%
Max. Gross Floor Area=40% or 21,874 s.f.
Floor Area Ratio=0.40

Parcel 9
Gross Area= 1.190 Ac. or 51,856 s.f.
Maximum Height=60 feet
Max. Building Coverage=35%
Max. Gross Floor Area=40% or 20,742 s.f.
Floor Area Ratio=0.40

Parcel 10
Gross Area= 2.522 Ac. or 109,868 s.f.
Maximum Height=60 feet
Max. Building Coverage=35%
Max. Gross Floor Area=40% or 43,947 s.f.
Floor Area Ratio=0.40

Parcel 11
Gross Area= 4.73 Ac. or 206,233 s.f.
Maximum Height=35 feet
Max. Building Coverage=35%
Max. Gross Floor Area=55% or 113,428 s.f.
Floor Area Ratio=0.55

Parcel 12
Gross Area= 17.731 Ac. or 772,374 s.f.
Maximum Height= 60 feet
Max. Building Coverage=35%
Max. Gross Floor Area=40% or 308,950 s.f.
Floor Area Ratio=0.4

Parcel 13
Gross Area= 23.522 Ac. or 102,604 s.f.
Maximum Height= 60 feet
35 feet within the 200 feet of single family residential zoning districts
Max. Building Coverage=35%.
Max. Gross Floor Area=50% or 512,303 s.f.
Floor Area Ratio=0.50

Parcel 14
Gross Area= 0.057 Ac. or 2,500 s.f.
Maximum Height= 155 feet
Max. Building Coverage=100%.
Max. Gross Floor Area=100% or 2,500 s.f.
Floor Area Ratio=1.0

Reserves
Gross Area= 6.631 Ac. or 288,838 s.f.

3. The following uses are permitted for all Parcels within the C.U.P.:
A. Parcels 1 - 11 (inclusive), 13 are allowed uses permitted within the Limited Commercial Zoning District (LC), except the uses listed below:
Manufactured Home, Cemetery; Correctional Placement Residence, Recycling Collection Station, Reverse Vending Machine, Utility Minor, Utility Major, Animal Kennels, Night Club, Pawn Shop, Recreational Vehicle Campground, Second Hand Store, Vehicle and Equipment Sales Outdoor, Warehouse, Asphalt or Concrete Plant Limited, Sexually Oriented Business in the City.
B. Parcels 12 and 14 are allowed uses permitted within the General Commercial Zoning District (GC), except the uses listed below:
Cemetery; Correctional Placement Residence, Limited and General; Group Home Limited, General, and Commercial; Recycling Collection Station, Private and Public; Recycling Processing Center; Utility, Minor; Kennel, Hobby and Boarding/ Breeding/ Training; Night Club in the City; Pawn Shop; Recreational Vehicle Campground; Sexually Oriented Business; Asphalt or Concrete Plant, Limited and General; Manufacturing, Limited; Mining or Quarrying; Oil or Gas Drilling; Rock Crushing; Solid Waste Incinerator.
C. The Reserves allow for those uses permitted by SF-5 Single-Family Residential District (SF-5).
D. The uses permitted by the C.U.P. are only those uses permitted by right and not by conditional use unless specifically identified.

4. Architectural Controls:
All buildings within the C.U.P. shall share a uniform architectural character, color, and same predominate exterior building material, as determined by the Director of Planning. All building walls and roofs must have predominately earth-tone colors, with vivid colors limited to incidental accents, and must employ materials similar to surrounding residential areas. The predominate exterior building materials shall be masonry, unless approved by the Director of Planning.

5. Title:
The transfer of the title on all or any portion of the land included in the Community Unit Plan does not constitute a termination of the plan or any portion thereof; but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns and amended. However, the Director of the MAPD, with the concurrence of the Zoning Administrator, may approve minor adjustments to the conditions in this overlay, consistent with the approved development plan, without filing a formal ordinance amendment.

6. Landscaping for this site shall be required as follows:
A. Landscaped street yards, buffers, and parking lot landscaping and screening shall be in accordance with the City of Wichita Landscape Ordinance.
B. A landscape plan shall be prepared by a Kansas Landscape Architect for the above referenced landscaping, indicating the type, location, and specifications of all plant material. This plan shall be submitted to the Metropolitan Area Planning Department (MAPD) for its review and approval prior to issuance of any building permit(s).
C. A financial guarantee for the plant material approved on the landscape plan for that portion of the C.U.P. being developed shall be required prior to issuance of any occupancy permit, if the required landscape has not been planted.

7. Lighting:
A. Lighting shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV.
B. All Parcels shall share similar or consistent parking lot lighting elements (i.e. fixtures, poles and lamps and etc.), as approved by the Director of the MAPD.
C. All lighting shall be shielded to direct light disbursement in a downward direction and directed away from residential areas.
D. Light poles including above ground base shall be limited to 27 feet tall, except 15 feet tall when within 100 feet of residential zoning with residential use.
E. Extensive use of backlit canopies and neon or fluorescent tube lighting on buildings is not permitted.

8. Screening for this site shall be required as follows:
A. Rooftop mechanical equipment shall be screened from ground level view per Wichita-Sedgwick County Unified Zoning Code.
B. Trash receptacles, loading docks, outdoor storage, and loading areas shall be appropriately screened to reasonably hide them from ground view with fencing and/or landscaping.
C. A.) Masonry walls may be substituted along the easterly boundaries of Parcels 1, 2, 3, 4, 5, 6, 7, 8, 11 and south boundaries of Parcels 11 and 13, where abutting residential platted lots, if the following conditions are met:
1.) A four (4) to nine (9) foot tall earthen berm is installed within an adjoining Reserve abutting the residential zoned property.
2.) A mix of deciduous and evergreens shall be planted upon the berm with a natural appearance.
3.) A landscape plan shall be provided by the developer of the residential / commercial property and shall be submitted to the Metropolitan Area Planning Department (MAPD) for its review and approval prior to issuance of any commercial building permit(s).
B.) Optionally, a masonry wall or opaque fence may be placed upon such earthen berm(s) to further screen the residential zoned properties.
C.) A masonry wall or opaque fence shall be required to screen the residential zoned property south of Village Circle along the north and east boundaries of of the unincorporated SF-20 zoned residence (417 feet along the north and 208 along the east). Said masonry wall or opaque fence is only required if said unincorporated properties primary use is residential.
D. Unless otherwise noted Screening shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV and Section III-C.2.b.
E. Outdoor display and storage shall be subject to all conditions of Section III-B.14.e for all Parcels.

9. Setbacks are as follows and/or as specified in Wichita-Sedgwick County Unified Zoning Code.
A. 15 foot building setback along the west lines of Parcels 1 thru 6 and are provided to allow further separation from the anticipated single family residential parcels.
B. If contiguous parcels are to be developed under the same ownership, setbacks between those Parcels are not required.

10. Reserves:
The specific location, uses, and size of the reserves shall be determined at the time of final platting; however, the location and size of the reserves shall generally be the same as indicated on the CUP unless modified by a CUP adjustment or amendment.

11. Parking:
All Parcels, shall be in accordance with the Wichita-Sedgwick County Unified Zoning Code, Section IV-A, unless otherwise specified.

12. Signs: As permitted under the current Sign Code of the City of Wichita.
Additionally, the following conditions apply:
A. Parcels 1-11 (inclusive) are subject to the requirements of the Sign Code for the City of Wichita for Limited Commercial Zoning District except as noted herewith. Parcels 12, 13, and 14 are subject to the requirements of the Sign Code for the City of Wichita for General Commercial Zoning District except as noted herewith.
B. No flashing, moving, portable, banner, or pennant signs shall be permitted.
C. No sign monument, pylon, or pole type signs shall be placed within 200 feet of single family residential zoning district, unless not visible or appropriately screened from ground view by landscaped earthen berm(s) / walls and/or fencing.
D. The total amount of sign face area of freestanding signage along 37th Street, Ridge Road, and K-96 Highway shall not exceed 0.8 times the linear frontage. The total amount of sign face area of freestanding signage along Village Street, Village Circle, Summitlawn Avenue, and Palmetto Street shall not exceed 0.5 times the linear frontage
E. Freestanding sign may be monument, pylon type, or pole type. There are two sizes of proposed signs:
Small Tenant and Large Development Identification / Tenant Pylon.
Small Tenant Monuments are allowed as follows:
Allowed Locations - Along frontage of all Parcels.
Maximum height - 14 feet
Maximum sign area - 150 square feet each
Minimum distance between signs - 150 feet except, when adjacent to "Large" sign 75 feet
Large Development Identification / Tenant Pylons are limited as follows:
Allowed Locations - Three along Ridge Road and two along K-96 Highway
Maximum height - 35 feet
Maximum sign area - 300 square feet each
Minimum distance between signs - 320 feet
The Developer / Owners shall be responsible for allocating the sign areas. Below are the calculated allowable areas per the above mentioned linear frontage percentages.

K-96 Highway - total allowed sign area	2,024 square feet
Ridge Road - total allowed sign area	1,895 square feet
37th Street - total allowed sign area	312 square feet
Village / Village Circle - total allowed sign area	1,747 square feet
Palmetto St. - total allowed sign area	222 square feet
Summitlawn Ave. - total allowed sign area	253 square feet

F. Building signage shall be permitted within the C.U.P. Building signage shall be limited to 20% of the wall area with a maximum size of 150 sq. ft. per elevation for 1 sign or may be divided into a maximum of 3 signs, 70 sq. ft. per sign per elevation. Building signage is prohibited from facing any adjoining residential zoned property unless not visible or appropriately screened from ground view by landscaped earthen berm(s) / walls and/or fencing; Building signage is permitted along all of K-96 Highway, Ridge Road, and 37th Street frontages.
G. Accent lighting of monument signs shall be permitted.
H. Window signage shall be limited to 25% of window area.
I. Off-site Signs: Two off-site signs shall be permitted along Kansas Highway 96 (K-96) within Parcels 12 and 13. One off-site sign shall be permitted at the intersection of 37th Street North and Ridge Road within Parcel 1.

13. No occupancy permits shall be issued for any development without services by municipal water and sewer services.

14. All proposed new utilities shall be installed underground.

15. The following transportation improvements and Parcel access shall be provided:
A. Cross-lot circulation agreements shall be required at the time of platting to assure internal vehicular movement between Parcels within the C.U.P.
B. Access controls shall be as shown on the Final Plat and revised upon the C.U.P.
C. An overall site circulation plan shall be submitted for review and approval by the Director of Planning, in concurrence with the Zoning Administrator and Traffic Engineer. The circulation plan shall assure smooth internal vehicular and pedestrian movements, pedestrian connectivity to major arterial and within buildings on the CUP and may provide connections to adjoining properties, and ensure that the main drives are not blocked by parking spaces directly backing onto the main drive aisles.
D. A plan for a pedestrian walk system shall be a requirement of the C.U.P. The walk system shall link proposed buildings with the entrances and sidewalks along North Ridge Road and shall be assured by required submission and approval of circulation plans by the Director of Planning prior to issuing building permits.

16. Grading Plan:
A lot grading plan will be prepared in conformance with the Drainage Concept Plan for review prior to the issuance of a Building Permit.

17. Final determination of minimum pad elevations (at least 2 feet higher than the 100 year flood elevation), street right(s)-of-way, easements, and pavement widths on public private streets shall be resolved at the time of platting. Drainage requirements and improvements shall be determined at the time of platting. If necessary, the CUP development plan shall be adjusted or amended to reflect final drainage requirements."

18. The development of this property shall proceed in accordance with the development plan as recommended for approval by the Planning Commission and approved by the Governing Body, and any substantial deviation of the plan, as determined by the Zoning Administrator and the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development.

19. Any major changes within this Community Unit Plan shall be submitted to the Planning Commission and the Governing Body for their consideration. Amendments, adjustments, or interpretations to the C.U.P. shall be done in accordance with the Unified Zoning Code.

LEGAL DESCRIPTION

A tract of land lying in a portion of the Southwest Quarter of Section 27, Township 26 South, Range 1 West of the Sixth Principal Meridian, Sedgwick County, Kansas; said tract of land being more particularly described as follows:

COMMENCING at the southwest corner of said Southwest Quarter; thence along the west line of said Southwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N01°35'09"W, 99.52 feet; thence N88°24'51"E, 71.72 feet to a point on the east right of way of Ridge Road dedicated on Film 1735, Page 2074, said point also being the POINT OF BEGINNING; thence along said east right of way for the next five courses, N04°15'57"W, 250.76 feet; thence parallel with and 60 feet east of said west line, N01°35'09"W, 1251.00 feet; thence N01°59'11"E, 401.23 feet; thence N01°35'12"W, 147.74 feet; thence N06°44'51"E, 300.30 feet to a point on the south right of way line of K-96 Highway; thence along said south right of way line for the next five courses, N76°07'51"E, 666.00 feet; thence N88°44'57"E, 542.24 feet; thence N88°42'31"E, 506.85 feet; thence N84°51'10"E, 501.10 feet to a point on the north line of said Southwest Quarter; thence along said north line, N88°55'10"E, 314.60 feet to the northeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter, S01°20'41"E, 888.70 feet; thence S88°55'10"W, 902.34 feet to a point on the east line of exception tract described on Film 1696, Page 457; thence along the boundary of said exception tract for the next three courses, N01°27'56"W, 208.71 feet; thence S88°55'10"W, 417.42 feet; thence S01°27'56"E, 208.71 feet; thence S88°55'10"W, 250.72 feet to a point 1069.01 feet east of said west line of said Southwest Quarter; thence S01°13'40"E, 451.77 feet; thence S70°39'42"W, 34.85 feet; thence S88°46'20"W, 565.00 feet to a point 468 feet east of said west line; thence parallel with and 468 feet east of said west line, S01°35'09"E, 1219.81 feet to a point 60 feet north of the south line of said Southwest Quarter; thence parallel with and 60 feet north of said south line, S88°46'20"W, 42.82 feet; thence N82°41'49"W, 101.12 feet to a point 75 feet north of said south line; thence parallel with and 75 feet north of said south line, S88°46'20"W, 227.39 feet; thence N47°44'48"W, 36.28 feet to the POINT OF BEGINNING.

Said tract CONTAINS: 3,008,211 square feet or 69.06 acres of land, more or less.

COMMUNITY UNIT PLAN DP-337

ESTANCIA COMMERCIAL

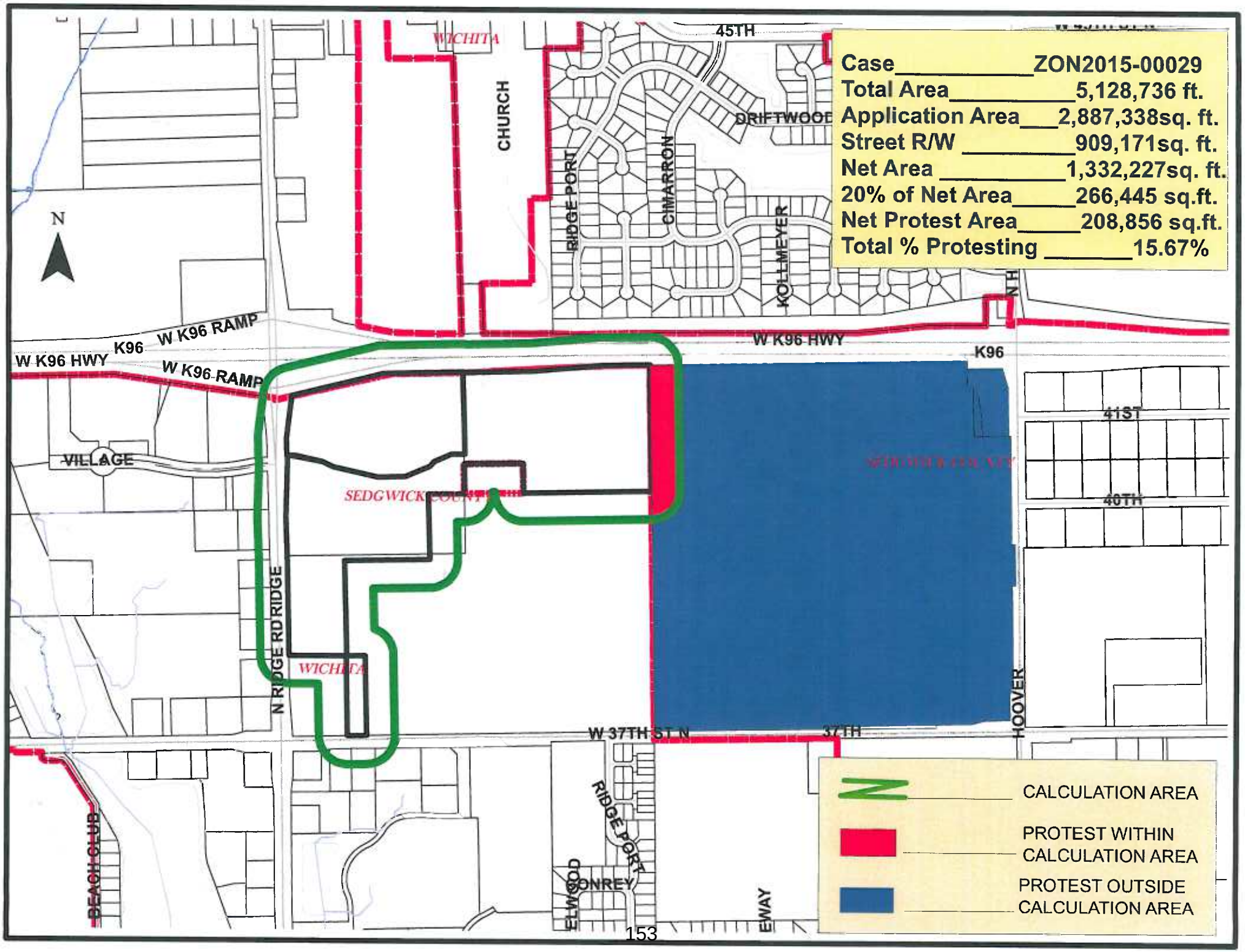
CUP2015-00015
ZON2015-00029

OWNER / DEVELOPER: Tier 1, LLC Attn: Marv Schellenberg 7926 W. 21st, Wichita, KS 67205 (316) 721-2153

MKEC
Wichita, KS • 316.684.9600

Submitted: June 15, 2015

J:\Projects\2014\0191\MXD_Premier - Nicholson Property\05-Civil\CAD\Plat\140\CUP.dwg 06/15/2015 03:25:05 PM CST
Estancia Commercial (CUP 2015-00015)


Case ZON2015-00029
Total Area 5,128,736 ft.
Application Area 2,887,338sq. ft.
Street R/W 909,171sq. ft.
Net Area 1,332,227sq. ft.
20% of Net Area 266,445 sq.ft.
Net Protest Area 208,856 sq.ft.
Total % Protesting 15.67%
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA
N
WICHITA
CHURCH
45TH
DRIFTWOOD
RIDGE PORT
CIMARRON
KOLLMEYER
W K96 RAMP
K96
W K96 HWY
W K96 HWY
K96
W K96 RAMP
VILLAGE
SEDGWICK COUNTY
SEDGWICK COUNTY
41ST
40TH
N RIDGE RD
RIDGE
WICHITA
HOOVER
W 37TH ST N
37TH
RIDGE PORT
BEACH CLUB
ELWOOD
CONREY
EWAY

EXCERPT MINUTES OF THE JULY 23, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

FOSTER announced that he needed to recuse himself from the item.

Case No.: ZON2015-00029 and CUP2015-00015 - Tier 1, LLC (Marv Schellenberg) and MKEC Engineering, Inc. (Brian Lindebak) request Creation of a new CUP Community Unit Plan to allow for organized development and a rezone from SF-20 Single-family Residential and LC Limited Commercial to LC Limited Commercial, GC General Commercial and SF-5 Single-family Residential on property described as:

COMMENCING at the southwest corner of said Southwest Quarter; thence along the west line of said Southwest Quarter on a Kansas coordinate system of 1983 south zone bearing of N01°35'09"W, 99.52 feet; thence N88°24'51"E, 71.72 feet to a point on the east right of way of Ridge Road dedicated on Film 1735, Page 2074, said point also being the POINT OF BEGINNING; thence along said east right of way for the next five courses, N04°15'57"W, 250.76 feet; thence parallel with and 60 feet east of said west line, N01°35'09"W, 1251.00 feet; thence N01°59'11"E, 401.23 feet; thence N01°35'12"W, 147.74 feet; thence N06°44'51"E, 300.30 feet to a point on the south right of way line of K-96 Highway; thence along said south right of way line for the next five courses, N76°07'51"E, 666.00 feet; thence N88°44'57"E, 542.24 feet; thence N88°42'31"E, 506.95 feet; thence N84°51'10"E, 501.10 feet to a point on the north line of said Southwest Quarter; thence along said north line, N88°55'10"E, 314.60 feet to the northeast corner of said Southwest Quarter; thence along the east line of said Southwest Quarter, S01°20'41"E, 888.70 feet; thence S88°55'10"W, 902.34 feet to a point on the east line of exception tract described on Film 1696, Page 457; thence along the boundary of said exception tract for the next three courses, N01°27'56"W, 208.71 feet; thence S88°55'10"W, 417.42 feet; thence S01°27'56"E, 208.71 feet; thence S88°55'10"W, 249.73 feet to a point 1070 feet east of said west line of said Southwest Quarter; thence parallel with and 1070 feet east of the said west line, S01°35'09"E, 465.00 feet; thence S88°55'10"W, 602.02 feet to a point 468 feet east of said west line; thence parallel with and 468 feet east of said west line, S01°35'09"E, 1218.97 feet to a point 60 feet north of the south line of said Southwest Quarter; thence parallel with and 60 feet north of said south line, S88°46'20"W, 42.82 feet; thence N82°41'49"W, 101.12 feet to a point 75 feet north of said south line; thence parallel with and 75 feet north of said south line, S88°46'20"W, 227.39 feet; thence N47°44'48"W, 36.28 feet to the POINT OF BEGINNING.

BACKGROUND: The applicant is requesting Limited Commercial (LC), General Commercial (GC) and SF-5 Single-Family Residential (SF-5) zoning subject to the development standards contained in the proposed Valencia Commercial Community Unit Plan (CUP) DP-337. The subject site is currently zoned LC and SF-20 Single-Family Residential (SF-20), and is located in Sedgwick County. A request for annexation by the City of Wichita has been submitted and is expected to be completed prior to consideration by the governing body. The application area is 69.11 acres shaped like an upside-down "L" that abuts the east side of North Ridge Road north of West 37th Street North, and the land abutting the south side of Highway K-96, one-half mile east of North Ridge Road. It is proposed that all uses in the LC and GC district be permitted except for a list of specifically excepted uses, such as: manufactured home, correctional placement residence, night club, animal kennel, sexually oriented business, rock crushing and vehicle and equipment sales outdoor. The complete list of excepted uses can be found in the proposed CUP, General Provision 3.

A total of 13 CUP parcels are proposed. Parcels 1-10 abut the eastern side of North Ridge Road, south of the proposed eastward extension of West Village Circle. Parcels 12 and 13 abut the south side of Highway K-96, north of the proposed extension of West Village Circle. Parcel 14 is surrounded by Parcels 12 and 13 and contain an existing "wireless communications facility." Parcel 11 is located east of Parcels 8, 9 and 10 and south of Parcel 12, and does not have frontage along North Ridge Road or

Highway K-96. Parcel 11 has frontage on the proposed extension of West Village Circle and proposed Summitlawn Avenue. Reserve C is located east Parcels 1-7 and 11, and is also located south of Parcels 11 and 12. All of Reserve C is proposed to be zoned SF-5, including the southern 540 feet of Reserve C is currently zoned LC. Located to the east of the southern portion of Reserve C is a 132-foot by 540-foot rectangle that is currently zoned LC but is proposed to be down-zoned to SF-5, and is not to be included in the final boundary of the proposed CUP. Reserves A and B are islands located within the proposed eastward extension of West Village Circle. Proposed uses for all reserves, Parcels 1-11 and Parcel 13 are LC uses except for those uses specifically excepted by the CUP, as described in General Provision 3A. Proposed uses for Parcels 12 and 14 are GC uses except for those uses specifically excepted by the CUP, as described in General Provision 3B.

The proposed CUP also requires:

1) Architectural consistency between parcels.
2) Landscaping per City ordinance.
3) Lighting per City code with all parcels sharing similar or consistent parking lot lighting elements. Maximum height of light poles is 27 feet except when located within 100 feet of residential zoning, which shall be15 feet.
4) Rooftop mechanical equipment, trash receptacles, outdoor work areas and loading docks are to be screened from ground level view.
5) Setbacks of 15 feet are shown along North Ridge Road for Parcels 1-7. The setback for Parcel 7's North Ridge Road should be 35 feet to allow for adequate line of sight for traffic exiting Palmetto Street.
6) Parking is to be per code.
7) Signs are to be per code, except as specified differently by the CUP. Initially the applicant proposed (General Provision 12B) to permit flashing, moving, portable, banner or pennant signage along Highway K-96 and at the northeast corner of North Ridge Road and West 37th Street North. However, after discussion with staff the request has been withdrawn. Small tenant monument signs are limited to150 square and a maximum height of 14 feet. Three large development signs are proposed along Ridge Road and two along K-96. Large development signs have a maximum height of 35 feet and a maximum sign area of 300 square feet. Three off-site signs are proposed, two along K-96 and one at the intersection of North Ridge Road and West 37th Street.
8) Access controls shall be determined at the time of platting. Cross-lot circulation agreements are required at the time of platting to assure internal traffic between parcels.

As noted above, the site is located at the southeast corner of Highway K-96, a divided four-lane freeway, and North Ridge Road, a four-lane arterial. Land located to the north of the subject property, across Highway K-96 is zoned SF-20 or SF-5 and is farmland or single-family residential. Land located to the east and south of the application area is zoned SF-20. A large-lot single-family residence nearly surrounded by a berm and a private lake is located to the east. South of Parcel 13 is a SF-20 zoned 2.012-acre tract that contains a single-family residence, addressed as 4104 North Ridge Road that is not included in the subject application and is not included in the proposed plat noted below in the case history section. Currently a private drive provides access from North Ridge Road to the residence and to the wireless communication facility. If the subject application is approved, access to the residence would switch from a private drive to West Village Circle. Other land located south and east of the application area is currently undeveloped and is currently zoned SF-20; however, it is owned by the current applicant and is proposed to be annexed. Upon annexation the adjoining property will become zoned SF-5. Land located to the south of West 37th Street is zoned LC and GO General Office (GO) subject to CUP DP-239, and developed with a convenience store, strip office center, church and assisted living. Land to the west is zoned LC subject to three different CUP's, and is vacant or is developed with a bank or medical offices.

CASE HISTORY: A preliminary plat, The Valencia Addition (SUB2015-00022), has been submitted for consideration by the Subdivision Committee on July 16, 2015. The proposed preliminary plat includes the property that is the subject of this application in addition to the remainder of the quarter-section except for the 2.012-acre SF-20 zoned residence noted above. With exception of the 2.012-acre tract, a request for annexation of the entire quarter-section has been requested.

ADJACENT ZONING AND LAND USE:

North: SF-20 and SF-5; farmland or single-family residential
South: SF-20, LC and GO; single-family residence, vacant, convenience store, strip office center, church and assisted living
East: SF-20; single-family residence, vacant
West: LC; vacant, bank, medical offices

PUBLIC SERVICES: Usual municipal services are either available or can be extended to serve the site. At the time the property is platted specific utility and transportation needs will be identified, and guarantees for the provision of needed services can guaranteed. The CUP drawing depicts 75-feet of half-street right-of-way at the northeast corner of the intersection of North Ridge Road and West 37th Street North. Sixty feet of half-street right-or-way is shown farther east on West 37th Street North. Sixty feet of half-street right-of-way is shown on the east side of North Ridge Road widening to 85 feet at the intersection with K-96.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "regional commercial" uses. The regional commercial category encompasses major destination area containing concentrations of commercial, office and personal service uses that have predominately regional market areas and high volumes of retail traffic.

RECOMMENDATION: Based upon the information available at the time the staff report was prepared it is recommended that the request be approved subject to the following development standards:

1) Approve the zone change and the Community Unit Plan DP-337 subject to the development standards contained therein, subject to platting within one year.
2) At the time of platting the applicant shall guarantee the installation of all required improvements, including but not limited to, stormwater, sanitary sewer, water, access controls and traffic circulation.
3) If the plat requires modification of CUP DP-337, CUP DP-337 shall be considered to be adjusted without further review so long as four copies of the revised CUP that are consistent with the approved plat are submitted to planning staff.
4) Proof shall be provided to planning staff that notice of the development standards contained in CUP DP-37 has been filed on the application area with the register of deeds.
5) The applicant shall submit four copies of the approved CUP to planning staff within 60 days after approval by the governing body, or the request shall be considered null and void.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site is located at the southeast corner of Highway K-96, a divided four-lane freeway, and North Ridge Road, a four-lane arterial. Land located to the north of the subject property, across Highway K-96 is zoned SF-20 or SF-5 and is farmland or single-family residential. Land located to the east and south of the application area is zoned SF-20. A large-lot single-family residence nearly surrounded by a berm and a private lake is located to the east. South of Parcel 13 is a SF-20 zoned 2.012-acre tract that contains a single-

family residence, addressed as 4104 North Ridge Road that is not included in the subject application and is not included in the proposed plat noted below in the case history section. Currently a private drive provides access from North Ridge Road to the residence and to the wireless communication facility. If the subject application is approved, access to the residence would switch from a private drive to West Village Circle. Other land located south and east of the application area is currently undeveloped and is currently zoned SF-20; however, it is owned by the current applicant and is proposed to be annexed. Upon annexation the adjoining property will become zoned SF-5. Land located to the south of West 37th Street is zoned LC and GO General Office (GO) subject to CUP DP-239, and developed with a convenience store, strip office center, church and assisted living. Land to the west is zoned LC subject to three different CUP's, and is vacant or is developed with a bank or medical offices.

2. The suitability of the subject property for the uses to which it has been restricted: The majority of the property is currently zoned SF-20 that primarily permits single-family residential and a few civic and institutional uses, such as, church, school or park, by right. A small portion (approximately 5 acres) located in the southwestern corner of the application area is zoned LC, which permits a wide range of residential, office and commercial uses, by right. Given the site's location at the intersection of a Highway K-96 and North Ridge Road the property's SF-20 zoning is not suitable. Other property similarly situated is zoned LC.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The development standards associated with the CUP and the zoning code will minimize detrimental impacts of the proposed zone change. Code requirements include solid screening, landscape buffers, maximum building heights below base zoning standards and maximum gross floor area limitations. Platting will address street access, stormwater and the extension of utilities.

4. Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant: Approval of the request will add to the community's inventory of commercially zoned land and provide additional shopping and personal service offerings for the larger neighborhood. Denial would presumably represent a loss of economic opportunity to the applicant.

5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide map depicts the site as appropriate for "regional commercial" uses. The regional commercial category encompasses major destination area containing concentrations of commercial, office and personal service uses that have predominately regional market areas and high volumes of retail traffic.

6. Impact of the proposed development on community facilities: The development standards contained in the CUP and those required by platting will ensure that required community facilities are in place or are installed.

DALE MILLER, Planning Staff presented the Staff Report.

BRIAN LINDEBAK, MKEC ENGINEERING, INC., 411 NORTH WEBB ROAD, AGENT FOR THE APPLICANT AND OWNER said they are in agreement with staff recommendations but have a minor change to the CUP. He said the reserve was developed for offsite detention as well as screening. He said they would like to delete the wall requirement along the edge that abuts commercial zoning and allow landscaping and a berm. He referred to the revised CUP.

GREG FERRIS, AGENT said he was present to represent the property owner to the east of the proposed rezoning. He said his client does not have any strong objections; however, they do have several concerns that they wanted to express at this meeting. He mentioned a solid, masonry screening wall along the east side of the development where it abuts his client's property; they wanted to make sure that was included

in the CUP. He said with regard to the height limit of 65 feet, most LC zoning does not allow structures that high so they would like that to be considered. He said the applicant has plenty of room to build on. He said they also feel this property is being overbuilt, but that is not the discussion today, that discussion will occur during the platting process.

B. JOHNSON asked about the elevation of K-96.

FERRIS said the elevation is probably 20-30 feet above grade. He said there is a 20-25 foot berm that screens K-96.

LINDEBAK indicated the applicant planned on building the required masonry wall on the east edge of the property where it abuts Mr. Ferris' client's property. He said the only waiver of the wall requirement they are requesting is within the development itself adjacent to property the applicant owns. He mentioned the berm and said they had reduced the building height from 80 feet, which is allowed by the UZC, down to 65 feet. He commented that the cell tower located in the area is about 165 feet tall.

MCKAY asked the agent to discuss the proposed building height.

LINDEBAK said there is a compatibility setback on the site where commercial abuts residential zoning. He said the site could accommodate any number of uses such as apartments or office buildings. He said his client wants to maximize the potential of the site. He added that the residence to the east is located approximately one quarter of a mile away, which is already a pretty good setback.

MCKAY said the further away the residence is, the more they are going to be able to see a 65-foot tall building as opposed to being located closer. He mentioned line of sight. He asked the agent if the applicant would consider building only to the height of the medical center located across the street on the west side of Ridge Road.

LINDEBAK said he was not prepared to answer that question. He said they have reduced the building height from 80 to 65 feet and there is already a 165 foot tower in the area. He said he would like to defer some of the rebuttal time to the applicant to answer questions.

MCKAY asked what the applicant had planned on the site.

MARVIN SCHELLENBERG, TIER 1, LLC, APPLICANT, 7926 WEST 21ST STREET said at this point they do not have anything set but they feel it is a good location for an office building. He said when you have a large investment like this you don't want to limit how tall the office building can be. He said they want to keep their options open.

MILLER clarified that typically CUP's have a height limit of 35 feet, but the LC district has an 80 foot height restriction. He said usually compatibility setbacks are not applied to CUP's because those development standards are approved by the Planning Commission and the governing bodies. He said the Planning Commission will have to establish a setback from the east property line or say the building height can be 60 feet, subject to the existing compatibility setback standards.

MCKAY asked didn't the agent say there was a 200 foot setback in his presentation.

LINDEBAK said he did not say 200 feet in his presentation.

MILLER said the existing CUP on parcel 13 proposes that within 200 feet, the building height would be 35 feet and past that it would be 60 feet.

LINDEBAK said they are trying to be a good neighbor.

MOTION: To approve subject to staff recommendation as presented.

WARREN moved, **RAMSEY** seconded the motion, and it carried (10-0-2).
FOSTER and **NEUGENT** – Abstained.

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: ZON2015-00027 – City Zone Change from Planned Unit Development to General Office on Property Located East of Hillside Avenue, North of Douglas Avenue, East of Rutan Avenue on the South Side of Victor Place. (District I)

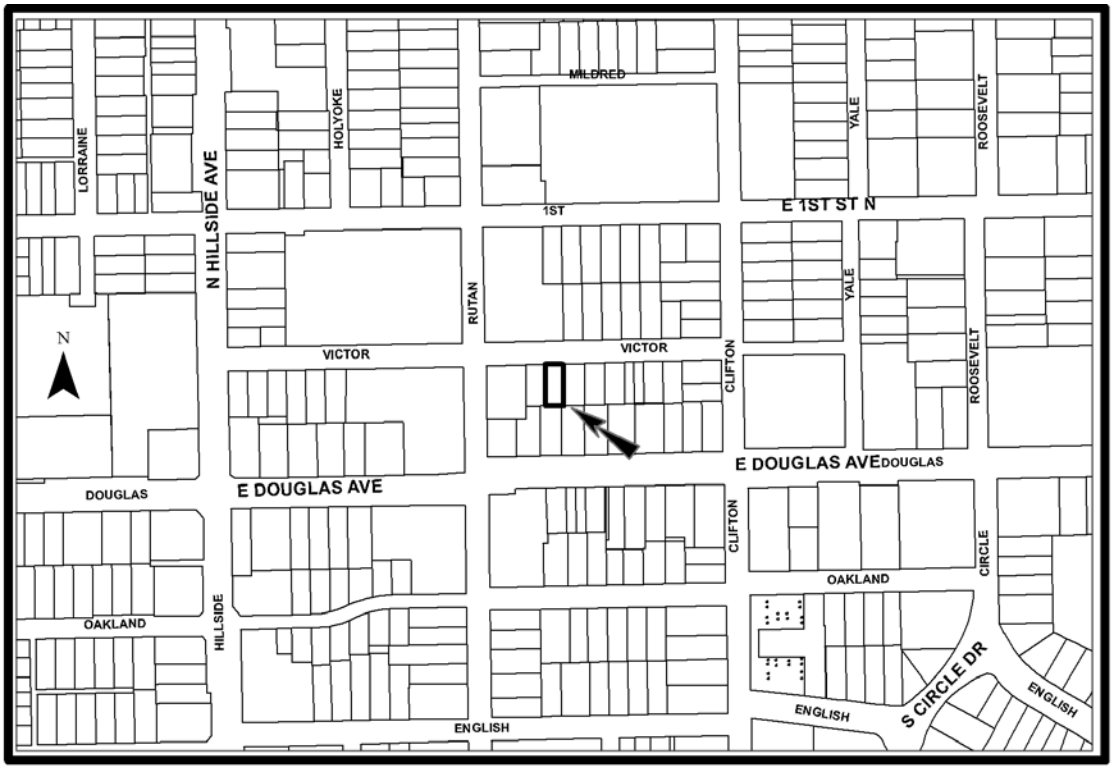
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-Consent)

MAPC Recommendation: The MAPC recommended denial of the request (10-2).

DAB Recommendation: District Advisory Board I recommended approval of the request (6-0).

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



Background: The applicant is requesting a zone change from Planned Unit Development (PUD) to General Office (GO) on the platted 46-foot (x) 106.75-foot (0.11-acres) subject site located east of Rutan Avenue on the south side of Victor Place. The subject site is located on Parcel 3, which is one of four parcels making up the 6.1-acre Parkstone Planned Unit Development, PUD-26. The 0.55-acre Parcel 3 is for surface parking only and the site is the east-most portion of the parking lot. A zone change from PUD-26 to GO would remove the subject site from PUD-26 and its development standards. A zone change would also impact the current parking layout of Parcel 3.

The applicant owns the abutting south GO zoned property, located along Douglas Avenue and if the zoning is approved the applicant will purchase the subject site. The applicant's abutting property along Douglas Avenue is developed with a parking lot and a brick, three-story single-family residence, built in 1910. There is a retention wall separating the subject site from the applicant's south, abutting property. Because of the retention wall there is no access from the applicant's property to the subject site. Access to the subject site is from the west abutting remainder of Parcel 3 from Rutan Avenue. There is no access from the Victor Place right-of-way onto site. There is a minor street permit that allows a fountain and landscaping in this portion of the Victor Place right-of-way.

The applicant has proposed using the site for parking as well as possibly building a garage, an apartment or a house on the site. If a garage was built on the site it would be an accessory structure to the applicant's south abutting residence, and could not be sold separately from the applicant's south abutting residence. If a garage was built it could not be rented out to another entity as storage, unless a Conditional Use is approved; Unified Zoning Code (UZC), Sec.III-B.12.c.3 and Sec. III-D.6.y.

PUD-26 consists of four parcels intended to be developed as a mixed use urban village development that is to include commercial, office and a range of housing uses. The housing consists of three-story row-housing, a high rise apartment tower and apartment flats located above the commercial uses located at the street level. The development also has surface parking. Currently PUD-26 is developed with two, three-story, stone and wood frame row houses and a paved parking lot, which is part of the subject site. Most of PUD-26 is undeveloped land, left over from the demolition of housing and commercial buildings.

PUD-26 restricts the use of Parcel 3 to parking. The proposed GO zoning would allow commercial parking subject to Sec.III-D.6.cc., of the UZC; the overnight parking of commercial vehicles exceeding 26,000 pounds gross vehicle weight rating shall not be permitted. Vehicle storage is not a permitted use in the GO zoning district. The proposed GO zoning would also allow additional residential, public and civic uses and commercial uses (not including retail) by right on the subject site that are not permitted on Parcel 3 of PUD-26; Sec.III-B.12.

The area is part of the western edge of the College Hill neighborhood, which is contained within the right-of-ways of Central Avenue – Kellogg Avenue – Oliver Avenue – Hillside Avenue. The mostly undeveloped PUD-26 zoned properties are the dominant feature of the immediate area and are out of character with the vital College Hill neighborhood. Properties located east of the site are zoned MF-29 Multi-Family Residential (MF-29) and are developed with wood frame, one or two-story mostly single-family residences with a few of them converted into duplex and small apartments (most built 1910-1920). Properties located north of the site, across Victor Avenue, are zoned TF-3 Two-Family Residential (TF-3) and PUD-26. These properties are developed as one or two-story, wood frame single-family residences (most built 1910-1920) and most recently, two small, three-story, stone and wood frame apartments (built 2009). There is also undeveloped PUD-26 zoned land located north of the apartments. Properties located west of the site are developed as PUD-26, Parcel 3 parking lot (the subject site is east-most portion the parking lot) that ends at Rutan Avenue. West of the parking lot, across Rutan Avenue, there is PUD-26 zoned undeveloped land, a vacant brick two-story PUD-26 leasing/information building (built 1960) and B Multi-Family Residential (B) zoned undeveloped land and a maybe a vacant one-story residential building. Properties located south of the site (including the applicant's property) are zoned GO and are developed as two or three-story, brick, stucco or wood frame apartments, offices, a duplex or single-family residences (built 1910-1920). These properties all have Douglas Avenue frontage.

Douglas Avenue in this vicinity was known as the "Uptown" area historically and still maintains a strong mix of LC Limited Commercial (LC) retail/commercial uses including the Uptown Theater, furniture stores, offices, various retail businesses, and restaurants. The Dockum Drug Store building, located on the northeast corner of Douglas and Hillside Avenues, (built 1927) is significant due to the presence of the Carthalite detailing on the façade. The Hillcrest is a premiere apartment tower owned by its residents as a co-op. It is ten stories in height and located one block southwest of the subject site. The Hillcrest (built 1927) has long served as the landmark and focal point for the Uptown retail area and edge of College Hill neighborhood.

Analysis: On July 23, 2015, the Metropolitan Area Planning Commission (MAPC) considered the request, with the following provisions of a protective overlay:

(1) Permitted uses are single-family residential, duplex, multi-family residential, general office, and commercial parking subject to Sec.III-D.6.cc.of the UZC.
(2) The applicant shall provide direct access onto the subject site from the applicant's south abutting property, within a year of approval by the appropriate governing body.
(3) The applicant shall construct a 6-8 foot solid wooden fence along the east property line of the subject site where it abuts residential properties within 90 days of approval by the appropriate governing body.

There were protesters at the MAPC meeting. It was revealed at the MAPC meeting that the subject site was sold at a Sheriff's auction because the previous owner had failed to pay the taxes on the subject site. The protesters' concerns included the fracturing of PUD-26 by losing the subject site and its nine parking spaces. They also expressed concerns that removing the subject site could also reduce the available parking located on the abutting west parking, due to a possible lack of space needed to use the existing west abutting four parking spaces. The MAPC voted 10-2 to deny the request for GO zoning.

On August 3, 2015, District Advisory Board (DAB) I considered the request. There were no protesters at the DAB meeting. DAB I voted 6-0 to approve the request for GO zoning, with the following provisions of a protective overlay:

(4) Permitted uses are single-family residential, duplex, multi-family residential, general office, and commercial parking subject to Sec.III-D.6.cc.of the UZC.
(5) The applicant shall provide direct access onto the subject site from the applicant's south abutting property, within a year of approval by the appropriate governing body.
(6) The applicant shall construct a 6-8 foot solid wooden fence along the east property line of the subject site where it abuts residential properties within 90 days of approval by the appropriate governing body.

Planning staff has received valid protests to the request that total 63.80 per cent of the land area located within 200 feet of the perimeter of the application area and appeals against the request from outside 200 feet. It takes six votes to overturn valid protests that are located within 200 feet of the perimeter of the application area.

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: 1) Concur with the findings of the MAPC to deny the zoning and adopt the findings of the MAPC (requires 4 votes), or 2) Approve the zoning based on the findings contained in the MAPC staff report and override the MAPC's recommendation and protests (requires six votes to override the protests) and withhold the publication of the ordinance subject to completing the provisions of the protective overlay, or 3) Return the zoning request to the MAPC for reconsideration (requires four votes).

Attachments:

- MAPC minutes
- DAB memo
- Protest map
- Ordinance

OCA 150004

ORDINANCE NO. 50-075

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

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

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

Case No. ZON2015-00027

Zone change from PUD Planned Unit Development #26 ("PUD") to GO General Office ("GO"), subject to the provisions of a Protective Overlay ("PO") on an approximately 0.11-acre property described as:

That part of College Park beginning 150 feet East of the Northwest corner; thence East 46 feet; thence South 106 ¾ feet; thence West 46 feet; thence North to the point of beginning, College Hill Addition, Wichita, Sedgwick County, Kansas, generally located east of Hillside Avenue, north of Douglas Avenue, east of Rutan Avenue on the south side of Victor Place.

Provisions of PO #298:

(1) Permitted uses are single-family residential, duplex, multi-family residential, general office, and commercial parking subject to Sec.III-D.6.cc.of the UZC.
(2) The applicant shall provide direct access onto the subject site from the applicant's south abutting property, within a year of approval by the appropriate governing body.
(3) The applicant shall construct a 6-8 foot solid wooden fence along the east property line of the subject site where it abuts residential properties within 90 days of approval by the appropriate governing body.

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

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

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

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

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: City Council

FROM: Janet Johnson, Office of Community Engagement

SUBJECT: ZON2015-00027 Change in zoning from PUD to GO

DATE: August 4, 2015

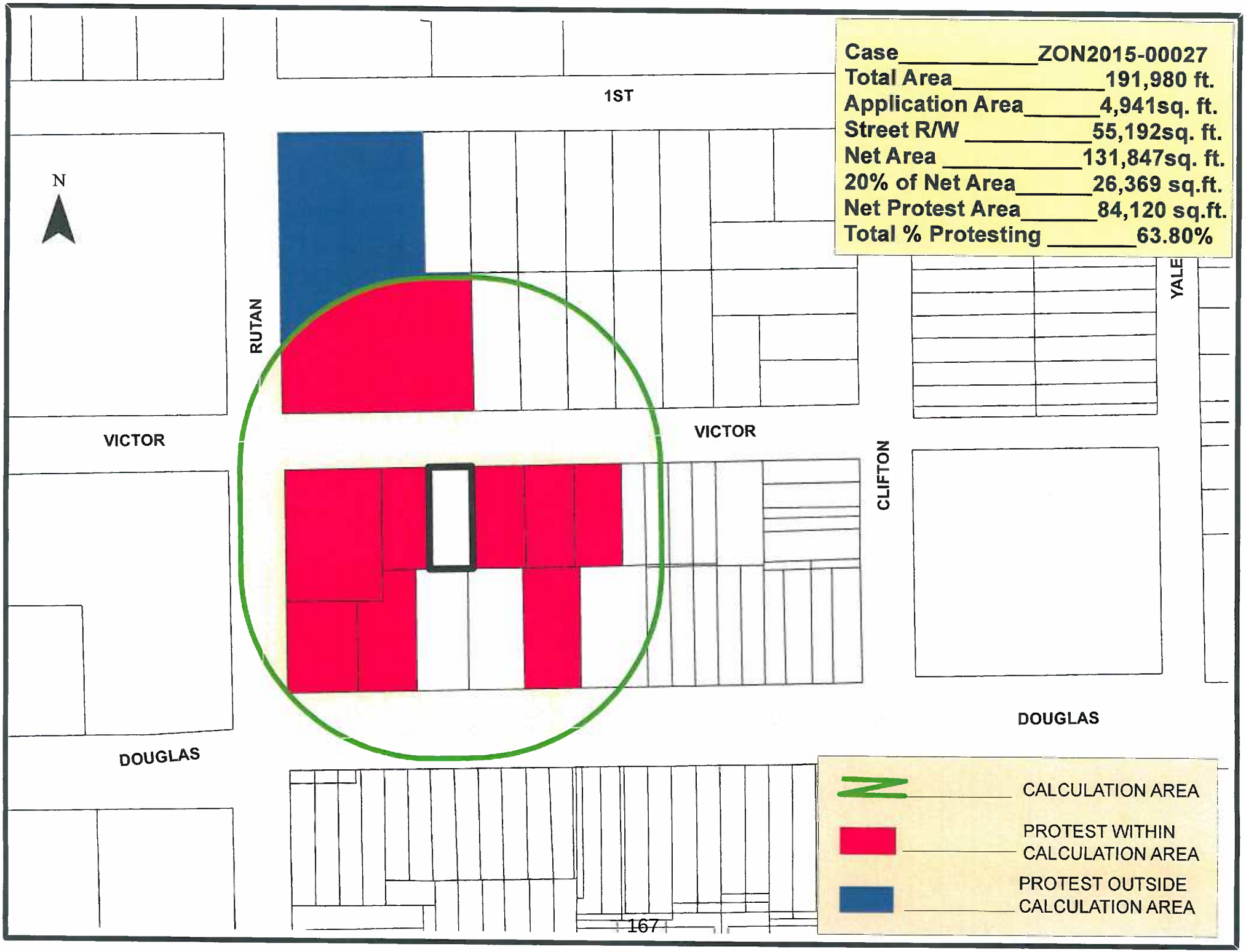
On Monday, August 3, the District I Advisory Board considered a request for a zoning change from Planned Unit Development to General Office.

The applicant explained he wants to build a three car garage, which on this location, would abut to his residence at 3420 E. Douglas. The garage would be a two story structure with an apartment on top. He said the architecture would fit in nicely in the College Hill area.

The applicant explained that he wasn't prepared to make his arguments at the MAPC meeting and investors in Parkstone voiced objections, as well as an adjacent apartment owner who has been using the lot in question as free parking for his tenants.

MAPD staffing had recommended approval of the zoning change, but MAPC denied it

Action Taken: Wynne/Mayes made a motion to recommend that City Council approve the zoning request. Motion carried 6-0.


Case ZON2015-00027
Total Area 191,980 ft.
Application Area 4,941sq. ft.
Street R/W 55,192sq. ft.
Net Area 131,847sq. ft.
20% of Net Area 26,369 sq.ft.
Net Protest Area 84,120 sq.ft.
Total % Protesting 63.80%
N
1ST
RUTAN
VICTOR
VICTOR
CLIFTON
YALE
DOUGLAS
DOUGLAS
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

EXCERPT MINUTES OF THE JULY 23, 2015 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2015-00027 – Larry Breshears (owner) and Logan Pajunen (applicant) request a City zone change request from PUD Planned Unit Development to GO General Office on property described as:

That part of College Park beginning 150 feet East of the Northwest corner; thence East 46 feet; thence South 106 ¾ feet; thence West 46 feet; thence North to the point of beginning, College Hill Addition to Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant is requesting a zone change from PUD Planned Unit Development to GO General Office on the platted 46 foot (x) 106.75 foot (0.11-acres) subject site located east of Rutan Avenue on the south side of Victor Place. The subject site is located on Parcel 3 of the 6.1-acre Parkstone Planned Unit Development, PUD-26, and is currently the eastern portion of a parking lot. A zone change from PUD-26 to GO would remove the subject site from PUD-26 and its development standards. A zone change would also impact the current parking layout of Parcel 3.

The applicant owns the abutting south GO zoned property, located along Douglas Avenue and if the zoning is approved will purchase the subject site. The applicant's abutting property is developed with a parking lot and a brick three-story (per the appraiser's link) single-family residence, built in 1910. There is a retention wall separating the subject site from the applicant's south, abutting property. Because of the retention wall there is no access from the applicant's property to the subject site. Access to the subject site is from Victor Avenue. The applicant had mentioned using the site for parking as well as possibly building a garage on the site. If a garage was built on the site it would be an accessory structure to the applicant's south abutting residence and could not be sold separately from the applicant's south abutting residence. If a garage was built it could not be rented out to another entity as storage, unless a Conditional Use is approved; Unified Zoning Code (UZC), Sec.III-B.12.c.3 & Sec. III-D.6.y.

PUD-26 consists of four parcels for a mixed use urban village development that is to include commercial, office and a range of housing types of brownstones (three-story row housing), a high rise apartment tower and apartment flats on second stories above commercial uses at the street level, with surface parking. Current development consists of two, three story, stone and wood frame row housing and a paved parking lot, which the subject site is part of; the predominate character of PUD-26 is undeveloped land. PUD-26 restricted the use of Parcel 3 to parking, the proposed GO zoning would allow commercial parking subject to Sec.III-D.6.cc., of the UZC; the overnight parking of Commercial Vehicles exceeding 26,000 pounds gross vehicle weight rating shall not be permitted. Vehicle storage is not a permitted use in the GO zoning district. At the time of the writing of this report the applicant had a semi-truck trailer parked or stored on his GO zoned property. The proposed GO zoning would also allow additional residential, public and civic uses and commercial uses (not including retail) by right on the subject site not permitted on Parcel 3 of PUD-26; Sec.III-B.12. An approved amendment to PUD-26 could have allowed similar uses plus retail on the subject site.

The area is part of the western edge of the College Hill neighborhood; Central Avenue – Kellogg Avenue – Oliver Avenue – Hillside Avenue. The mostly undeveloped PUD-26 zoned properties are the dominant feature of the immediate area and are out of character with the vital College

Hill neighborhood. Properties located east of the site are zone MF-29 and are developed with wood frame, one-two story mostly single-family residences with a few of them converted into duplex and small apartments (most built 1910-1920). Properties located north of the site, across Victor Avenue, are zoned TF-3 Two-Family Residential and PUD-26. These properties are developed as one-two story, wood frame single-family residences (most built 1910-1920) and most recently, two, three story, stone and wood frame apartments (built 2009). There is also undeveloped PUD-26 zoned land. Properties located west of the site are developed as PUD-26, Parcel 3 parking lot (the subject site is east portion the parking lot) that ends at Rutan Avenue. West of the parking lot, across Rutan Avenue, there is PUD-26 zoned undeveloped land and the vacant brick two-story PUD-26 leasing/information building (built 1960) and B Multi-Family Residential zoned undeveloped land and a maybe vacant one story residential building. Properties located south of the site (including the applicant's property) are zoned GO and are developed as two-three story, brick, stucco or wood frame apartments, offices, a duplex or single-family residences (built 1910-1920). These properties all have Douglas Avenue frontage.

Douglas Avenue in this vicinity was known as the "Uptown" area historically and still maintains a strong mix of LC Limited Commercial retail/commercial uses including the Uptown Theater, furniture stores, offices, various retail businesses, and restaurants. The Dockum Drug Store building (1927) is significant due to the presence of the Carthalite detailing on the façade. The Hillcrest is a premiere apartment tower owned by its residents as a co-op. It is ten stories in height and located one block southwest of the subject site. The Hillcrest (built 1927) has long served as the landmark and focal point for the Uptown retail area and edge of College Hill neighborhood.

CASE HISTORY: The site is described as that part of College Park beginning 150 feet east of the northwest corner; thence east 46 feet; thence south 106 ¾ feet; thence west 46 feet; thence north to the point of beginning, College Hill Addition. The College Hill Addition was recorded with the Register of Deeds on September 30, 1884.

Zoning case PUD2008-00004 changed the zoning on the subject site (0.11-acres) and the abutting west property (0.13-acres) from MF-29 and B zoning to PUD-26. PUD2008-00004 was the first amendment to PUD-26. The zone change increased PUD-26's Parcel 3 by 0.24-acres and used the subject site and the abutting west property to increase the parking for PUD-26.

PUD-26 was earlier established by zoning case PUD2007-00003. PUD-26, as established by PUD2007-00003, is part of the Douglas & Hillside Redevelopment District (TIF). The subject site is not part of the Douglas & Hillside Redevelopment District (TIF).

ADJACENT ZONING AND LAND USE:

NORTH: TF-3, PUD	Single-family residences, apartments, undeveloped land
SOUTH: GO	Apartments, offices, a duplex, single-family residences
EAST: MF-29	Single-family residences, triplex, quadplex
WEST: PUD, B	Parking lot, undeveloped land, two vacant buildings

PUBLIC SERVICES: The site is served by all normally supplied municipal services. The site has access to Victor Avenue, a local street which intersects with Rutan Avenue, a local street, and a block west to Hillside Avenue. Victor does not go east beyond the site, ending at the subject site by recent design, construction and barriers.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide Map" categorizes this site as ""local commercial". The purpose of the GO zoning district is to accommodate office development and other complementary land uses. The GO zoning district is generally compatible with the "local commercial" or "regional commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area." The requested GO zoning is the appropriate zoning for this site. The current PUD-26 zoning of the site is appropriate.

RECOMMENDATION: If approved the GO zoning request would remove the subject site from PUD-26. Removing the subject site would disrupt the existing parking lot layout of PUD-26's Parcel 3, by reducing parking by the nine parking spaces located on the subject site. Removing the subject site could also reduce the available parking located on the abutting west parking, due to a possible lack of space needed to use the existing west abutting four parking spaces. The lack of development progress on the 6.1-acre PUD-26 since its approval in 2007, may be a reflection of the lack of a market for this type of mixed use development and a still slow economic recovery for Wichita from the previous decade's economic slowdown. Whatever the reasons, the largely undeveloped site is out of character with the vital College Hill neighborhood. The existing parking available to PUD-26 is more than enough for the existing development for the two, three story stone and simulated wood row houses located on approximately 0.66-acres. The rezoning would allow the applicant to expand his property, although access would currently be off of Victor Avenue, rather than Douglas Avenue, where the applicant's residence has access.

Based upon the information available prior to the public hearings, planning staff recommends that the request for GO zoning be **APPROVED**, subject to the following provisions of a protective overlay:

(1) Permitted uses are single-family residential, duplex, multi-family residential, general office, and commercial parking subject to Sec.III-D.6.cc.of the UZC.
(2) The applicant shall provide direct access onto the subject site from the applicant's south abutting property, within a year of approval by the appropriate governing body.
(3) The applicant shall construct a 6-8 foot solid wooden fence along the east property line of the subject site where it abuts residential properties within 90 days of approval by the appropriate governing body.

This recommendation is based on the following findings:

(1)The zoning, uses and character of the neighborhood: The area is part of the western edge of the College Hill neighborhood; Central Avenue – Kellogg Avenue – Oliver Avenue – Hillside Avenue. The mostly undeveloped PUD-26 zoned properties are the dominant feature of the immediate area and are out of character with the vital College Hill neighborhood. Properties located east of the site are zone MF-29 and are developed with wood frame, one-two story mostly single-family residences with a few of them converted into duplex and small apartments (most built 1910-1920). Properties located north of the site, across Victor Avenue, are zoned TF-3 Two-Family Residential and PUD-26. These properties are developed as one-two story, wood frame single-family residences (most built 1910-1920) and most recently, two, three story, stone and wood frame apartments (built 2009). There is also undeveloped PUD-26 zoned land.

Properties located west of the site are developed as PUD-26, Parcel 3 parking lot (the subject site is east portion the parking lot) that ends at Rutan Avenue. West of the parking lot, across Rutan Avenue, there is PUD-26 zoned undeveloped land and the vacant brick two-story PUD-26 leasing/information building (built 1960) and B Multi-Family Residential zoned undeveloped land and a maybe vacant one story residential building. Properties located south of the site (including the applicant's property) are zoned GO and are developed as two-three story, brick, stucco or wood frame apartments, offices, a duplex or single-family residences (built 1910-1920). These properties all have Douglas Avenue frontage.

(2) The suitability of the subject property for the uses to which it has been restricted: The site is zoned PUD, subject to PUD-26. PUD-26 is intended to be a mixed use urban village development including commercial, office and a range of housing types of brownstones (three-story row housing), a high rise apartment tower and apartment flats on second stories above commercial uses at the street level. Surrounding property is zoned similarly as the subject site. As currently zoned, the site could likely be put to economic use.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: If approved the GO zoning request would remove the subject site from PUD-26. Removing the subject site would disrupt the existing parking lot layout of PUD-26's Parcel 3, by reducing parking by the nine parking spaces located on the subject site. Removing the subject site could also reduce the available parking located on the abutting west parking, due to a possible lack of space needed to use the existing west abutting four parking spaces. The lack of development progress on the 6.1-acre PUD-26 since its approval in 2007, may be a reflection of the lack of a market for this type of mixed use development and a still slow economic recovery for Wichita from the previous decade's economic slowdown. Whatever the reasons, the largely undeveloped PUD-26 site is out of character with the vital College Hill neighborhood. The provisions of the proposed protective overlay are intended to minimize any negative impacts on the neighborhood.

(4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The "2030 Wichita Functional Land Use Guide Map" categorizes this site as a ""local commercial". The purpose of the GO zoning district is to accommodate office development and other complementary land uses. The GO zoning district is generally compatible with the "local commercial" or "regional commercial" designation of the "Wichita-Sedgwick County Comprehensive Plan." It is intended for application within the City of Wichita, although it may be appropriate for application in areas of unincorporated Sedgwick County that have been designated as "Wichita 2030 Urban Growth Area." The requested GO zoning is the appropriate zoning for this site. The current PUD-26 zoning of the site is appropriate.

(5) Impact of the proposed development on community facilities: There will be minimal impact on community facilities.

BILL LONGNECKER, Planning Staff presented the Staff Report.

RICHARDSON asked if the site was left in the PUD couldn't the applicant use it for parking? He mentioned that it also looks like the adjoining property owner will have to redo his four parking spaces if he wants to use them in some fashion. He requested clarification that this site was accessed across someone else's property and asked if the landscaping would have to be removed to access the property from Victor.

LONGNECKER said yes this site can be used for parking and also mentioned other permitted uses listed in the Staff Report. He said the applicant has mentioned building a garage on the site. He said this whole area was laid out in two separate phases as noted in the Staff Report. He mentioned a possible "cross lot agreement;" however, he said he had nothing definitive on that and it would be a private agreement and not be part of the PUD. He said the Staff Report requires the applicant to provide direct access from his property onto this site from Douglas. He agreed that it appeared that the abutting property owner would have to reconfigure the parking spaces on his lot. He said he did not believe the applicant would have to remove any landscaping along Victor, but added that could be confirmed by a survey if the Commission would like to make that one of the conditions of approval.

LOGAN PAJUNEN, 3420 EAST DOUGLAS, APPLICANT said he was in negotiations to buy the subject property at 3319 East Victor Court. He said the intended use for the property and the reason for the rezoning request is so that he can build a garage at a future date. He said he would like to have access from Douglas so that he can keep his side yard.

PAJUNEN said he agreed to all the stipulations in the Staff Report and briefly listed them. He mentioned the four parking spaces on the abutting property and asked about the possibility of removing the curb stop blocks as a solution. He said he observes the comings and goings in the neighborhood and the lot currently has one inoperative vehicle parked there. He mentioned that the owner of that lot also has another lot that has 60 spaces and he has never observed it more than one third full so he doesn't believe the owner will be impacted negatively.

FOSTER asked if he needed access to Victor.

PAJUNEN said he would like that to have access from Victor. He said the goal is to access the garage from the north and exit to the south. He said there currently is a common access but he would prefer to have his own private access from the public right-of-way.

LARRY BRESHEARS, 3102 SOUTH MT. CARMEL, PROPERTY OWNER said he purchased the property two years ago. He said he asked the surrounding neighbors about purchasing the property from him and Mr. Pajunen was the only one who responded to his requeset. He said he spoke to the abutting property owner with the four parking stalls and was told his lot was only good for parking, and Mr. Rhodes had all the parking he needed. He said he also delivered a sales request to Legacy Bank. He mentioned that this site was not part of the Tax Increment Financing (TIF) District. He concluded by saying that this rezoning request should not impact the surrounding property owners.

KIM EDGINGTON, 2532 NORTH CARDINAL DRIVE said she was representing Parkstone Development, LLC. She gave a brief background stating that this lot was one of many associated with the Parkstone Development Plan and, unfortunately, slipped through the cracks and went to tax sale. She mentioned access, drainage and circulation and that the parking on this site was to serve the townhomes and proposed apartments and commercial development. She said building plans have been submitted to the City for additional apartments and commercial development along Douglas. She referred to an aerial of the area. She said the lot is needed to provide adequate parking for that development. She said there would be considerable expense to the adjoining neighbor if this request is approved because they would have to reconfigure their lot and possibly make some lighting changes. She said development of this as a garage or office is somewhat out of character with the neighborhood given that there is residential to the north and east. She said removing this piece of property from the PUD also removes the site restrictions put in place through the PUD which were done very intentionally so there would be a buffer to the properties to the east. She said once the development is complete, which she said is taking longer than was originally anticipated; there will be a need for this area for parking. She concluded by saying that the highest and best use for this property has already been established as part of the PUD to provide parking for the larger development now in process.

RICHARDSON clarified that the two properties to the west were privately owned and not part of the PUD. He also clarified that in order for this site to be used for parking for the new development, it will need to be reacquired.

EDGINGTON responded that some of those lots have been turned back over to Legacy Bank. She agreed that the subject property will need to be reacquired.

FOSTER asked about a development timetable.

EDGINGTON said building plans were submitted to the City last June. But bids were higher than hoped for so the developers went back to the drawing board. She said negotiations with an equity partner were finalized this June. She said at this point in time they have acquired the necessary financing and plans are in process for building permit applications. She added that there will be approximately 8,000 square feet of commercial development along Douglas so the parking is essential to serve the needs of that commercial and also residential development.

MILLER STEVENS asked if the financing included acquisition of the properties to the west.

EDGINGTON said financing did not include acquisition of this particular site.

GOOLSBY asked if Parkstone has tried to repurchase the property.

EDGINGTON said this zoning request has stalled that negotiation. She said these are required parking stalls for the overall development so they will have to negotiate that process.

DAILEY asked for clarification of the lots owned by Parkstone Development.

EDGINGTON said Legacy Bank owns the lots.

DAILEY clarified that the subject lot and the lot to the east are currently privately owned. He commented that Parkstone doesn't want anyone to do anything with those lots so Parkstone can have them.

EDGINGTON said the lot was part of an overall comprehensive development plan and unfortunately this is one of the properties that slipped through the cracks and went to a tax sale.

DAILEY commented that that misfortune doesn't mean Parkstone gets to take the property back unless the property owner wants to sell it. He said they may not be willing to sell at all.

EDGINGTON said any property sale would be privately negotiated.

BRIAN RHODES, 3067 SOUTH CLIFTON said he was owner of the property adjacent to the property under consideration for a zoning change. He said he takes great exception to this and added that this is just kind of a big mess. He said he retained ownership of parking behind his building because he was concerned that there might be some unraveling of the PUD. He said there was intent to make an investment and real improvements in the area and the parking lot that was installed is beautiful with asphalt, curbing and lighting. He said he has a cross leasing agreement with Parkstone for parking. He said he thought the current owner probably knew the restrictions when he bought it and bought it for an investment, but this request is going to mess up the entire parking area. He said Victor was a through street before the Parkstone development but not now. He asked how the change of zoning and through street will affect the emergency fire lane that has been established along Victor. He said there have been a lot of tax payer funded improvements and that this was a TIF property through the City of Wichita. He commented that his neighbor (the applicant) has a large lot but does not want to mess up his yard. He mentioned the pods and semi trailer parked on the lot and his neighbor's attempts to improve the property with limited resources. He said the neighbors are trying to support his efforts to make improvements to the old building. He said Mr. Pajunen's suggestion to build a garage on the lot is questionable, in his estimation. He referred to an aerial of the area and asked about the fire lane and access to his property and his neighbor's access to their property.

RICHARDSON clarified that Mr. Rhodes still has access to Victor and asked if he has a cross lot access agreement with the bank which appears to be the only way he can access his property.

RHODES responded he does not have access to Victor but out to Rutan, which is across the bank's property. He added that he does not have a cross lot agreement with the bank.

RICHARDSON agreed that the situation was a mess.

DAILEY asked about the previous access to Douglas and if that was an actual street.

RHODES said no, it was a driveway beside his building. He said the improvements cut that off because a wall was built, with his permission and agreement.

DAILEY clarified that what the applicant wants to do does not change Mr. Rhodes' access.

RHODES responded no. He asked about the applicant's access to Victor. He said the applicant will still need a cross lot access agreement with them to get in and out of his property because Victor stops with the fire lane.

DAILEY asked staff to respond to the situation about Victor.

LONGNECKER said Victor dead ends into a cul-de-sac.

RICHARDSON asked if Victor has been vacated.

LONGNECKER responded no, Victor is still a public right-of-way.

RHODES commented but Victor is not a through street.

LONGNECKER responded no, but it is still a public right-of-way.

DAILEY clarified then the applicant would still have access to Victor which is his right.

RICHARDSON commented that the access point is in the parking lot south of the Victor right-of-way (Mr. Rhodes' property). He mentioned that he got his information from the Google map.

There was considerable discussion about where Victor dead ends, pavement and emergency access.

LONGNECKER commented that according to the Zoning Map and vicinity map, the area is still public right-of-way. He mentioned that he would double check the information.

GOOLSBY clarified that the paving north of the parking island is not the Victor right-of-way. He said the Victor right-of-way from just west of this lot is all grass to the intersection of Rutan.

LONGNECKER suggested getting a survey to verify the applicant's and Mr. Rhodes' access.

RICHARDSON said he did not think that was germane to the zoning change request.

GOOLSBY said the applicant will not have access to Victor; he will have to cross someone else's property.

GREG FERRIS, AGENT said he was present to represent the owner of several pieces of property in the area (he referred to the properties on the aerial map). He said his client actually owned this property but it was given to the City as part of the overall development plan. He said his client is strongly opposed to this zoning request and will be filing a Protest Petition for all of his properties. He mentioned the proposed curb cut and that it may still be part of his client's property which would have to be determined by a survey. He said this request makes no sense and should be rejected. He said adjacent property owners have spoken against it and there is no benefit to the City to rezone this property. He said there are higher and better uses for this property than a garage for one property owner. He said there was an overall planning goal for this property for the benefit of the City.

DAILEY clarified that the City was "given" the property.

FERRIS clarified that the City was given a strip of the property which was given to Parkstone as a part of the PUD.

RICHARDSON asked if the TIF or Parkstone paid for paving the area.

LONGNECKER said according to the information he received from the City Property Management Office, this area is outside of the TIF.

FERRIS commented then Parkstone must have paid for the paving and apologized for any misinformation.

DAILEY commented if Parkstone lost it, it doesn't make any sense.

FERRIS commented that Commissioner Dailey is right; Parkstone screwed up and lost the property. He said the zoning request is still a detriment to his client. He mentioned the Golden Rules and issues like impact on the community/neighbors and public good. He said there are so many questions that are up in the air on this request.

DAILEY said neither Mr. Ferris's client nor the City owns the property but they are trying to tell the current owner not to use it.

FRANK _____, LEGACY BANK, 3711 NORTH RIDGE ROAD said they own the lots to the west of the site and the nine developed units to the north. He said a lot of points have been made as to why the request should be denied. He said building a garage on the site would be a detriment to the property owner to the west because he would have to change his lot at his cost. He also said he believes it will also have a detrimental impact to the nine residential units to the north not knowing what the garage will look like, what's it's use will be and how it will be accessed. He said when Parkstone finishes being developed there will be a need for this lot for parking for the commercial development. He requested that the application be denied.

PAJUNEN said everyone has made some interesting points. He said he would be willing to purchase the property without access to Rutan or Victor and just access through his property to Douglas. He said saying this is going to be used for some future development is the same "broken record" that the neighbors have heard over and over on the Parkstone project for many years. He said he has not seen any active development and Parkstone has let the properties become derelict and abandoned. He said there are tall weeds and non-functioning parking lot lights. He said the property has been left to languish and used by other property owners in the area. He said GO is in character for the area. He said his proposed use is minimally instensive and would be a house type garage in keeping with the character of the neighborhood. He said the owner was very thorough in notifying surrounding property owners as it was in his interest to find a buyer. He said the bank let this property slip through the cracks and lost it at tax auction but he feels it was up to them to repurchase the property when they had the opportunity.

DAILEY clarified that the applicant was building a residential garage, not a commercial garage, where he would store building materials that he has had out in the open in the trailer and pods on his property.

PAJUNEN said the garage would be the same style as his house with an apartment on top of it. He said he would use it for storage of building materials also. He said with the garage he could remove the pavement he has been using for storage and beautify it with landscaping.

B. JOHNSON asked how long the applicant has been remodeling the home and what was the timeline. He also asked about the time frame for building the garage.

PAJUNEN said the home has been in the family for three years and they are currently doing a refinance which he believes will help him speed up the remodeling process. He said he would not feel comfortable projecting a date for the interior, but for the exterior he thought might be completed by the end of August. He said he had no immediate plans to build the garage. He said if he purchases the property, it will be several years down the road before he can build the garage. In addition, he said as a good will gesture to his neighbors, he would be willing to let them use the parking lot.

RICHARDSON said this boils down to a zoning case and whether the Commission wants to allow office zoning in residential in College Hill. He said he does not feel this is an appropriate use and moved to deny the application.

MOTION: To deny the application.

RICHARDSON moved, **MITCHELL** seconded the motion.

WARREN said highest, best use in this case seems to be in the eyes of the beholder. He said there is a PUD some would like to see remain the same, but they don't own the property. He said highest, best use for the property owner is something other than what was designed in the PUD. He said he thinks this change should be allowed.

MCKAY clarified that the property is currently in the PUD and the applicant can use this as parking but he cannot build a garage.

LONGNECKER said the property is part of the PUD and is restricted for parking only. He said GO zoning would allow the applicant to build the garage as part of the principle structure, which is a residence.

MARK ELDER, OFFICE OF URBAN DEVELOPMENT said the project was designed with commercial development along Douglas, so this lot was originally purchased by Parkstone to provide additional parking for the rest of the development. He said he didn't have the numbers on the required parking for the proposed development.

EDGINGTON said the parking requirements for the overall development to include commercial, retail and apartment space required them to acquire additional lots and that is what this lot was intended for.

SUBSTITUTE MOTION: To approve subject to Staff recommendation.

WARREN moved, **DAILEY** seconded the motion, and it failed (2-10).

The **ORIGINAL MOTION** to deny carried (10-2). **WARREN** and **DAILEY** – No

Wichita, Kansas
August 31, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated August 24, 2015, were read and on motion approved.

Bids were opened August 28, 2015, pursuant to advertisements published on:

2015 Sanitary Sewer Reconstruction Phase 10 (north of Lincoln, east of Hydraulic) 46885056 (620751)

No Bids Received

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

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

PARK AND RECREATION DEPARTMENT/RECREATION DIVISION: Buffalo Park Improvements.

Defer two weeks

PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: 77 KVA 62 KW Three Phase Mobile Generator.

Central Power Systems and Services Inc. - $77,418.00 Base Bid
Included- Option 1
Included- Option 2
Included- Option 3
Included- Option 4
$1,250.00 -Option 5- each

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

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

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: August 31, 2015

ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER
August 28, 2015
2015 Sanitary Sewer Reconstruction Phase 10 (north of Lincoln, east of Hydraulic) – Public Works & Utilities Department/Engineering Division **(No Bids Received)**

PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER
August 28, 2015
Buffalo Park Improvements – Park & Recreation Department/Recreation Division
(Defer to September 14, 2015)

77kVA/62 kW Three Phase Mobile Generating System – Public Works & Utilities Dept./Fleet & Facilities Div.

Central Power Systems & Services, Inc.	**Base Bid**	**$77,418.00**
	Option 1	**Included**
	Option 2	**Included**
	Option 3	**Included**
	Option 4	**Included**
	Option 5 (Add) (Per Each)	**$1,250.00**

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

Melinda A Walker

Melinda A. Walker
Purchasing Manager

SANITARY SEWER BID TABULATION SUMMARY

BOARD OF BIDS - August 28, 2015

RQ540948

FB540154		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
2015 Sanitary Sewer Reconstruction Phase 10					
(north of Lincoln, east of Hydraulic)	BID BOND				
468-85056	ADDENDA	1			
(620751)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
2015 Sanitary Sewer Reconstruction Phase 10					
(north of Lincoln, east of Hydraulic)	BID BOND				
468-85056	ADDENDA	1			
(620751)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
2015 Sanitary Sewer Reconstruction Phase 10					
(north of Lincoln, east of Hydraulic)	BID BOND				
468-85056	ADDENDA	1			
(620751)					
		Engineer's Construction Estimate			
2015 Sanitary Sewer Reconstruction Phase 10					
(north of Lincoln, east of Hydraulic)	BID BOND				
468-85056	ADDENDA	1			
(620751)					
NO BIDS					

CHECKED BY: KP

REVIEWED BY: Sm

City of Wichita, Kansas

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: FB540143 **Buffalo Park Improvements** **Close Date/Time:** 8/28/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Parks

Return to the Bid List

Responses: 2

Vendors	Complete	Bid Total	City Comments
SIMPSON CONSTRUCTION SERVICES INC	Complete	$1,748,150.00	Defer to 9/14/2015 Park & Recreation Department/Recreation Division
WALZ HARMAN HUFFMAN CONST., INC.	Complete	$1,863,200.00	
	NO BIDS WITHIN ENGINEERS ESTIMATE		

Top of the Page

City of Wichita, Kansas

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: FB540161

77kVA 62 kW Three Phase Mobile Generator

Close Date/Time: 8/28/2015 10:00 AM CST

Solicitation Type: Formal Bid

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Return to the Bid List

Responses: 6

Vendors	Complete	Bid Total	City Comments
GATEWAY INDUSTRIAL POWER	Complete	$70,951.00	Does not meet specification
CENTRAL POWER SYSTEMS & SERVICES INC	Complete	$78,668.00	Award 9/1/2015 Base Bid w/opt 1,2,3,4,&5 Public Works & Utilities Depart/Fleet & Facilities Div
FOLEY EQUIPMENT CO INC	Complete	$84,314.00	
LIGHTNING POWER EL	Complete	$97,071.00	
D & D EQUIPMENT & SALES INC	In-Complete	$0.00	
TEAM ELECTRIC SUPPLY INC	In-Complete	$0.00	

Top of the Page

City of Wichita, Kansas

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: FB540161

77kVA 62 kW Three Phase Mobile Generator

Close Date/Time: 8/28/2015 10:00 AM CST

Solicitation Type: Formal Bid

Return to the Bid List

Award Method: Aggregate Cost

Department: Public Works Fleet & Facilities

Responses: 6

Go to: 001

Line 001 | BASE BID: New Unused Current Model 72kVA 62 kW Three Phase Mobile Generator System
Manufacturer:_____ Model:_____ Year:_____

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
GATEWAY INDUSTRIAL POWER	2	Each	$33,527.0000	$67,054.00	Complete	Aksa 82Kw Model APDAT82 2016 year. Tier 3 engines. 65 amp alt, 50C radiator not 40, Over sized gen end, 300 amp breaker, 75dba at 23 ft, fuel tank mounted to base of skid so entire unit can be removed for standby if needed. 178 gallon fuel tank. Lifting eyes at each corner of tank. Spring axles are used on trailer with 5,000 lb jack mounted at front and rear stabilizer jacks. Price includes training and filters. A 65Kw generator can be supplied for a deduct of 2,251dollars each. Same options as 82Kw.
CENTRAL POWER SYSTEMS & SERVICES INC	2	Each	$38,709.0000	$77,418.00	Complete	Doosan G70WCU-3A-T4I 2015
FOLEY EQUIPMENT CO INC	2	Each	$41,725.0000	$83,450.00	Complete	Southwest Products QP125 2015
LIGHTNING POWER EL	2	Each	$48,533.0000	$97,066.00	Complete	TRADEWINDS POWER MODEL TP65-60TEFGT
TEAM ELECTRIC SUPPLY INC				No Bid.		
D & D EQUIPMENT & SALES INC				No Bid.		

Line 002 | OPTION 1: Battery Charger

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CENTRAL POWER SYSTEMS & SERVICES INC	1	Each	$0.0000	$0.00	Complete	included in base bid

FOLEY EQUIPMENT CO INC	1	Each	$0.0000	$0.00	Complete	included
LIGHTNING POWER EL	1	Each	$1.0000	$1.00	Complete	
GATEWAY INDUSTRIAL POWER	1	Each	$510.0000	$510.00	Complete	Delivered with generator.
D & D EQUIPMENT & SALES INC				No Bid.		
TEAM ELECTRIC SUPPLY INC				No Bid.		

Line 003 | OPTION 2: Cam Lock Connectors

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
FOLEY EQUIPMENT CO INC	1	Each	$0.0000	$0.00	Complete	included
CENTRAL POWER SYSTEMS & SERVICES INC	1	Each	$0.0000	$0.00	Complete	included in base bid
LIGHTNING POWER EL	1	Each	$1.0000	$1.00	Complete	
GATEWAY INDUSTRIAL POWER	1	Each	$1.0000	$1.00	Complete	Standard equipment
TEAM ELECTRIC SUPPLY INC				No Bid.		
D & D EQUIPMENT & SALES INC				No Bid.		

Line 004 | OPTION 3: Remote Fuel Tank Connections

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CENTRAL POWER SYSTEMS & SERVICES INC	1	Each	$0.0000	$0.00	Complete	included in base bid
FOLEY EQUIPMENT CO INC	1	Each	$0.0000	$0.00	Complete	included
LIGHTNING POWER EL	1	Each	$1.0000	$1.00	Complete	
GATEWAY INDUSTRIAL POWER	1	Each	$1,200.0000	$1,200.00	Complete	Would add seven days to order as work would be done at shop.
D & D EQUIPMENT & SALES INC				No Bid.		
TEAM ELECTRIC SUPPLY INC				No Bid.		

Line 005 | OPTION 4: Cold Start Package

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CENTRAL POWER SYSTEMS & SERVICES INC	1	Each	$0.0000	$0.00	Complete	included in base bid

LIGHTNING POWER EL	1	Each	$1.0000	$1.00	Complete	
FOLEY EQUIPMENT CO INC	1	Each	$850.0000	$850.00	Complete	
GATEWAY INDUSTRIAL POWER	1	Each	$986.0000	$986.00	Complete	Option not needed with Perkins engine. Cold starting characteristics are good w/o cold start option.
TEAM ELECTRIC SUPPLY INC				**No Bid.**		
D & D EQUIPMENT & SALES INC				**No Bid.**		

Line 006 | OPTION 5: Cables - One Set of Properly Sized Cables

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
LIGHTNING POWER EL	1	Each	$1.0000	$1.00	Complete	
FOLEY EQUIPMENT CO INC	1	Each	$14.0000	$14.00	Complete	14 dollars per foot
GATEWAY INDUSTRIAL POWER	1	Each	$1,200.0000	$1,200.00	Complete	four 50ft lengths of 00 cable with cam locks.
CENTRAL POWER SYSTEMS & SERVICES INC	1	Each	$1,250.0000	$1,250.00	Complete	
D & D EQUIPMENT & SALES INC				**No Bid.**		
TEAM ELECTRIC SUPPLY INC				**No Bid.**		

Top of the Page

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

PRELIMINARY ESTIMATES
FOR CITY COUNCIL SEPTEMER 1, 2015

a. Water Distribution System to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (448-90677/735534/470207) Does not affect existing traffic. (District II) - $45,000.00

b. Lateral 443, Four Mile Creek Sewer to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (468-85041/744398/480090) Does not affect existing traffic. (District II) - $84,000.00

c. Yosemite from the southwest line of Lot 8, Block B, Southern Ridge 4th Addition, south to the northeast line of Lark Lane, Southern Ridge 3rd Addition, and on Lark Lane from the northwest line of Lot 10, Block B, Southern Ridge 4th Addition, southeast and south to the south line of the plat and on Lark Court from the west line of Lark Lane, west to and including the cul-se-sac and that sidewalk be constructed on Yosemite and Lark Lane to serve Southern Ridge 3rd and 4th Additions (south of Pawnee, west of Maize) (472-84344/766344/490366) does not affect existing traffic. (District V) - $319,600.00

d. Lateral 12, Main 26 War Industries Sewer to serve Regency Park Addition (south of 29th Street North, west of Greenwich) (468-85030/744399/480091) does not affect existing traffic. (District II) - $19,570.00

e. Stormwater Sewer #694 to serve Regency Park Addition (south of 29th Street North, west of Greenwich) (468-85042/751538/485429) does not affect existing traffic. (District II) - $21,420.00

To be Bid: July 24, 2015

PRELIMINARY ESTIMATE of the cost of:
Water Distribution System to serve Country Hollow Addition
(south of Kellogg, east of 127th Street East)

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

	LUMP SUM BID ITEMS - Group 1 (735534)		
1	Pipe, WL 8"	1,024	lf
2	Fire Hydrant Assembly	1	ea
3	Valve Assembly, Blowoff	2	ea
4	Valve Assembly, 8"	1	ea
5	Valve Assembly, Anchored 8", Special	1	ea
6	Site Clearing	1	LS
7	Site Restoration	1	LS
8	Seeding, Temporary	1	LS
	MEASURED QUANTITY BID ITEMS - Group 1 (735534)		
9	BMP, Construction Entrance	1	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $45,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

470207 (735534) 448-90677
Page _____

EXHIBIT _____

468-85041 (744398) 480090 District II

To be Bid: July 24, 2015

PRELIMINARY ESTIMATE of the cost of:
Lateral 443, Four Mile Creek Sewer to serve Country Hollow Addition
(south of Kellogg, east of 127th Street East)

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

	LUMP SUM BID ITEMS - Group 2 (744398)		
1	Pipe, SS 8"	1,046	lf
2	Air Testing, SS Pipe	1,046	lf
3	MH, Standard SS (4')	5	ea
4	Riser Assembly 4", Vertical	11	ea
5	Fill, Flowable	36	lf
6	Fill, Sand (Flushed & Vibrated)	321	lf
7	Seeding, Temporary	1	LS
8	Site Clearing	1	LS
9	Site Restoration	1	LS

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $84,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

480090 (744398) 468-85041
Page _____

EXHIBIT _____

To be Bid: August 21, 2015

PRELIMINARY ESTIMATE of the cost of:
Yosemite from the southwest line of Lot 8, Block B, Southern Ridge 4th Addition, south to the northeast line of Lark Lane, Southern Ridge 3rd Addition, and on Lark Lane from the northwest line of Lot 10, Block B, Southern Ridge 4th Addition, southeast and south to the south line of the plat and on Lark Court from the west line of Lark Lane, west to and including the cul-de-sac and that sidewalk be constructed on Yosemite and Lark Lane Southern Ridge 3rd and 4th Additions

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

	LUMP SUM BID ITEMS		
1	AC Pavement 5" (3" Bit Base)	4,552	sy
2	Crushed Rock Base 5", Reinforced	5,917	sy
3	Concrete Pavement (VG) 7" (Reinf)	327	sy
4	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	2,615	lf
5	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	189	lf
6	Wheelchair Ramp w/ Detectable Warnings	4	ea
7	Concrete Sidewalk 4"	3,273	sf
8	Inlet Hookup	3	ea
9	Excavation	846	cy
10	Fill, Compacted (95% Density)	139	cy
11	Sleeves, 4" PVC	75	lf
12	Pipe, SWS 15"	371	lf
13	Pipe, SWS 18"	146	lf
14	Rip-Rap, Light Stone	30	sy
15	Inlet, Curb (Type 1A) (L=10' W=3')	1	ea
16	Inlet, Drop, Special	1	ea
17	Inlet Adjusted	2	ea
18	Maintain Existing BMPs	1	LS
19	Grading, Easement	1	LS
20	Signing	1	LS
21	Seeding	1	LS
22	Site Clearing	1	LS
23	Site Restoration	1	LS
	MEASURED QUANTITY BID ITEMS		
24	Inlet Underdrain	63	lf
25	BMP, Back of Curb Protection	2,804	lf
26	BMP, Construction Entrance	1	ea
27	BMP, Curb Inlet Protection	3	ea
28	BMP, Drop Inlet Protection	1	ea
29	BMP, Silt Fence	130	lf

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication

Total Estimated Cost $319,600.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

_____
City Clerk

490366 (766344) 472-84344

Page _____ EXHIBIT ____

468-85030 (744399) 480091 District II

To be Bid: August 21, 2015

PRELIMINARY ESTIMATE of the cost of:
Lateral 12, Main 26, War Industries Sewer to serve Regency Park Addition
(south of 29th Street North, west of Greenwich)

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

	LUMP SUM BID ITEMS			
1	Pipe, SS 8"	232	lf	
2	Air Testing, SS Pipe	232	lf	
3	Pipe Stub, 4"	1	ea	
4	MH, Shallow SS (4')	1	ea	
5	Maintain Existing BMPs	1	LS	
6	Seeding	1	LS	
7	Site Clearing	1	LS	
8	Site Restoration	1	LS	
	Construction Subtotal			
	Design Fee			
	Engineering & Inspection			
	Administration			
	Publication			
	Contingency			
	Total Estimated Cost			$19,570.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

480091 (744399) 468-85030
Page _____

EXHIBIT ____

468-85042 (751538) 485429 District II

To be Bid: August 21, 2015

PRELIMINARY ESTIMATE of the cost of:
Stormwater Sewer #694 to serve Regency Park Addition
(south of 29th Street North, west of Greenwich)

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

	LUMP SUM BID ITEMS		
1	Pipe, SWS 15"	189	lf
2	Inlet, Drop (Double)	1	ea
3	Maintain Existing BMPs	1	LS
4	Grading, Easement	1	LS
5	Seeding	1	LS
6	Site Clearing	1	LS
7	Site Restoration	1	LS
8	Drop Inlet Adjusted, SWS	1	ea
	MEASURED QUANTITY BID ITEMS		
9	BMP, Drop Inlet Protection	2	ea

Construction Subtotal _____

Design Fee
Engineering & Inspection
Administration
Publication
Contingency

Total Estimated Cost $21,420.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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

Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____.
(DATE)

City Clerk

485429 (751538) 468-85042
Page _____

EXHIBIT _____

Agenda Item No. II-4a

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Carnegie Library Centennial Concerts at Heritage Square (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Sid Washburn, Fidelity Bank, is coordinating the Carnegie Library Centennial Concerts at Heritage Square event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Carnegie Library Centennial Concerts at Heritage Square September 2, 9, 16, 23 and 30, 2015
11:00 am – 1:30 pm

- Main Street, William Street to English Street, north bound curb side lane

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4b

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Midian Shriners Car Show and Swap Meet (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Dave Pate, is coordinating the Midian Shriners Car Show and Swap Meet with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Midian Shriners Car Show and Swap Meet September 13, 2015 8:00 am – 5:00 pm

- Topeka Street, Second Street to Douglas Avenue
- First Street, Broadway Street to Topeka Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4c

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Walk to End Alzheimer's (Districts I, IV and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, event promoter Craig Davis, Alzheimer's Association of Central and Western Kansas, is coordinating the Walk to End Alzheimer's event with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Walk to End Alzheimer's September 12, 2015 9:00 am – 12:00 pm

- Lewis/Waterman Street, Main Street to Wichita Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-4d

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Kidzcope Good Grief 5K (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Jerry Jones is coordinating the Kidzcope Good Grief 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Kidzcope Good Grief 5K September 7, 2015 8:30 am – 11:00 am

- North Webb Road, East 13th Street North to Waterfront
- Waterfront, North Webb Road to East 13th Street North

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4e

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Race for Freedom (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Trevor Darmstetter, goracetiming.com, is coordinating the Race for Freedom with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Race for Freedom September 12, 2015 8:00 am – 10:00 am

- Meridian Street, 13th Street North to 17th Street North
- 17th Street North, Saint Paul Street to North Charles Avenue
- North Saint Paul Street, 17th Street North to McLean North
- West 18th Street North, North Saint Paul Street to North Edwards
- North Edwards, West 18th Street North to McLean North
- McLean North, Richmond Street to Saint Paul Street

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4f

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Earn Your Stripes 5K (District II)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter Patrick Todd, Oz Endurance and East Point Church of Christ, is coordinating the Earn Your Stripes 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Earn Your Stripes 5K September 19, 2015 8:30 am – 11:00 am

- 127th Street East, Killenwood Drive to the entrance of the K-96 Bike Path

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

Agenda Item No. II-4g

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Community Events – Air Capital Quarter Marathon and 5K (District V)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Joel Stansloski is coordinating the Air Capital Quarter Marathon and 5K with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Air Capital Quarter Marathon and 5K September 5, 2015 6:30 am – 12:00 pm

- West 13th Street North, North Tyler Road to West Windmill

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Legal Consideration: This action complies with the ordinance on street closures for community events.

Recommendation/Actions: It is recommended that the City Council approve the request subject to: 1) Hiring of off-duty certified law enforcement officers as required; 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments; and 3) Securing Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: North Industrial Corridor Site Source Areas – Pilot Tests and Investigations – Professional Services Contract (Districts I and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the contract for pilot study tests at APEX and VIM source areas within the North Industrial Corridor (NIC) groundwater contamination site, and a Comprehensive Investigation and Corrective Action Study (CI/CAS) work effort at the former Kansas Plating, Inc. source area within the NIC Site; and approve any necessary budget adjustments.

Background: The North Industrial Corridor (NIC) project is a very large and complex groundwater pollution site in north-central Wichita. The NIC Settlement Agreement between the City and the Kanas Department of Health and Environment (KDHE) requires the City to manage the site-wide groundwater cleanup project, as well as identify cleanup remedies for source areas of contamination where no Potentially Responsible Party (PRP) has been identified (orphan sites). Source areas of contamination continue to contribute contaminants to the groundwater that will impact down gradient cleanup efforts. The primary groundwater contaminants of concern in NIC are volatile organic compounds that most often originate from industrial solvents.

Analysis: This contract will address required work for three orphan sites in NIC:

Orphan Site	Address	Work to be performed under the contract
Apex Engineering	1234 North Wellington	Carry out a KDHE required, full scale air sparge and vapor extraction (AS/SVE) pilot test.
VIM Trailer	2811 North Ohio	Carry out a KDHE required, full scale air sparge and vapor extraction (AS/SVE) pilot test.
Kansas Plating, Inc. (KPI)	1110 North Mosely	Conduct a KDHE required CI/CAS and provide the associated reports to KDHE.

AS/SVE systems clean up contaminated soils by injecting air below ground and then extracting the contaminated soil vapors via a vacuum pump system. The AS/SVE pilot tests at APEX and VIM are required by KDHE as further work towards approval of the CAS and issuance of a Corrective Action Decision (CAD) for each site. The CAD for each site will be the official KDHE order that lays out the cleanup requirements and remedies. The CI/CAS for KPI is required to identify the nature and extent of the contamination (CI), and to present possible remediation solutions (CAS) along with cost estimates for the top three proposed approaches. KDHE may issue a CAD based on these reports or require further study.

The selection of these professional services followed the City's Administrative Regulation for competitive procurement by a selection committee comprised of City staff. The initial request for proposal (RFP) was issued in October 2012 and requested proposals on a variety of tasks associated with both the North Industrial Corridor and Gilbert and Mosley sites. The RFP review process by the selection committee resulted in three companies being chosen for interviews: SCS Aquaterra, Environ, and CDM Smith. These companies were then issued clarification proposal requests during the summer of 2014 for the NIC source

area pilot studies and investigation portion of the original RFP. Only SCS Aquaterra and CDM Smith provided clarification proposal submittals. The selection committee for the original RFP reviewed the clarification proposal submittals. Based upon the original proposals, clarifying proposals, and presentations, SCS Aquaterra was selected by the committee, based primarily upon its professional qualifications, knowledge, and competitive pricing.

Financial Considerations: Based upon the specific tasks to be performed under the scope of services, the not-to-exceed total cost is $481,000 for two full scale AS/SVE pilot studies and one CI/CAS work effort. The duration of the AS/SVE pilot studies will be two years once the systems are operational. These costs are typical for the work involved. The NIC Fund includes the NIC Tax Increment Financing allocations. Funding is available in the remediation budget to cover the cost of this contract.

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

Recommendation/Action: It is recommended that the City Council approve the contract with SCS Aquaterra, authorize the necessary signatures, and approve any necessary budget adjustments.

Attachment: Contract.

CONTRACT
for
PROFESSIONAL SERVICES

Source Area Work for the North Industrial Corridor Site Groundwater Contamination Site FP 240081

THIS CONTRACT entered into this.____th day of _____, 2015, by and between the **CITY OF WICHITA, KANSAS,** a municipal corporation, hereinafter called **"CITY", and SCS AQUATERRA,** 11120 K 26th Street North, Suite 1100 Wichita, KS 67226, Telephone Number 316-315-4501 hereinafter called **"CONTRACTOR".**

WITNESSETH:

WHEREAS, the **CITY** has solicited proposals for Source Area Full Scale Pilot Testing to be completed at the APEX Site (consisting of APEX East and APEX West sites), and the former VIM Trailer Site. The proposal also called for a Comprehensive Investigation (CI) and Corrective Action Study (CAS) assessments to be conducted at an unspecified site within the North Industrial Corridor (NIC) Groundwater Contamination Site (Formal Proposal- FP240081 – NIC Source Area Scope); and

WHEREAS, the CITY wishes to analyze and report the results of the pilot testing and source area CI and CAS study, hereafter called the **"PROJECT";** 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 C**ITY.**

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 Scope of Services, provided as **Exhibit B**, in response to Formal Proposal Number- FP240081 – NIC Source Area Scope, which is attached hereto and incorporated herein by this reference, the same as if it were fully set forth. The proposal package, including all specifications, plans, addenda, and clarifications provided by the City of Wichita as part of the proposal vetting process for Formal Proposal- FP240081 shall be considered a part of this contract and is incorporated by reference herein.

The **CONTRACTOR** shall perform the tasks required in the July 25, 2014 clarification letter for the sites identified above. Tasks shall include preparation of Work Plan documents; meetings with City and Kansas Department of Health and Environment (KDHE) officials; conduct of pilot testing and an environmental field investigation as proposed in the KDHE-approved Work Plans; and preparation and submittal of draft and final Pilot Study report documents, and CI and CAS

report documents to the CITY for submittal to KDHE. Work shall commence within 30 days of contract authorization and be completed within the schedule provided in the various Work Plans to be provided to and approved by the KDHE. Work shall be conducted as specified in the Scope of Services (**Exhibit B**).

All work plans and reports will be submitted according to the KDHE approved work plans and will be signed and sealed by a Kansas Licensed Professional Geologist or Professional Engineer. The vendor shall submit one hard copy and two electronic (CD) copies each to the **CITY** and the KDHE.

When requested by the **CITY,** the **CONTRACTOR** will enter into a Supplemental Agreement for additional services related to the Project such as, but not limited to:

a. Consultant or witness for the **CITY** in any litigation, administrative hearing, or other legal proceedings related to the Project.

b. Additional investigative services not covered by the scope of this Agreement.

c. A change in the Scope of Services for the Project.

In the event of a change in the Scope of Services for the Project, caused by an act or omission of **CITY,** or error or change in the information provided by the **CITY,** or change in law, or event of force majeure, or if additional services should be necessary, the **CONTRACTOR** will be given written notice by the **CITY** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional services will be performed nor will additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

2. **Compensation.** **CITY** agrees to pay to **CONTRACTOR** as described in Project Costs per the proposal and Contractor's schedule of fees provided in the September 12, 2014 North Industrial Corridor (NIC) Source Area Scope – Clarifying Proposal RFP No. FP240081 and summarized in **Exhibit B**, both of which are attached hereto and incorporated herein by reference with a not to exceed cost of $481,000 in total for the two full scale pilot tests and the one CI/CAS source area projects identified in the Clarifying Proposal RFP No. FP240081. Each site shall be considered an individual task for this contract. Work conducted for the APEX site will be Task 1. Work conducted for the VIM site will be Task 2. The CI/CAS work conducted on the as yet to be specified orphan site will be Task 3. Task 4 will consist of meetings and quarterly reporting efforts. The not to exceed limits for these four tasks are provided below.

Task 1 – APEX Full Scale Pilot Study – $263,000
Task 2 – VIM Full Scale Pilot Study – $161,000
Task 3 – Orphan Site CI/CAS – $37,000
Task 4 – Meetings with City/KDHE Staff - $20,000

Monthly invoices will be submitted by the **CONTRACTOR to CITY** covering

services performed and expenses incurred during the preceding month. Invoices will be submitted on an individual task basis (APEX, VIM, orphan site, meetings) with actual unit numbers for each task (samples collected, wells measured, field oversight hours, etc.) and the cost per unit. Reports maybe billed based upon the percentage complete. Meetings will be billed at staff hourly rates provided in Exhibit B and include up to three meetings for APEX, VIM, and orphan site CI/CAS tasks, respectively. Upon request, documentation of reimbursable expenses included in the invoice will be provided at the cost to **CONTRACTOR.** Invoices are due 30 days after receipt. In the event a portion of **CONTRACTOR'S** invoice is disputed by **CITY,** the undisputed portion shall be paid by **CITY** by the due date. **CITY** shall advise **CONTRACTOR** in writing of the disputed portion of any invoice.

3. **Term.** The term of this contract shall be for durations identified in the Apex Pilot Study Work Plan, the VIM Pilot Study Work Plan, and the CI/CAS Work Plan to be submitted to and approved by KDHE. This contract is subject to cancellation by the **CITY,** at its discretion at any time 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, 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. Automotive Liability – Comprehensive Form including all owned, hired, and non-owned vehicles with minimum limits for:

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

OR

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

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

Employers Liability $100,000 each accident

The Insurance Certificate must contain the following:

A. Statement that the Contractual Liability includes the Liability of the **CITY** assumed by the **CONTRACTOR** in the contract documents.

B. Cancellation- should any of the above polices be canceled before the expiration date thereof, the issuing company will mail ten (I0) days written notice to certificate holder.

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

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

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

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

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

10. **No Arbitration.** The **CONTRACTOR** and the **CITY** shall not be obligated to resolve any claim or dispute related to the Contract by arbitration. Any reference to arbitration

in bid or proposal documents is deemed void.

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

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

13. In Addition, the **CONTRACTOR** Agrees

a. That the field notes and other pertinent drawings and documents in electronic format (Access, Excel, AutoCAD, etc.) pertaining to the **PROJECT** shall become the property of the **CITY** upon completion or termination of the **CONTRACTOR'S** services in accordance with this Agreement; and there will be no restriction or limitation on their further use by the **CITY.** Provided, however, that **CITY** shall hold **CONTRACTOR** harmless from any and all\ claims, damages or causes of action which arise out of such further use when such further use is not in connection with the **PROJECT.**

b. To attend meetings with the **CITY** and other local, state and federal agencies as necessitated by the **SCOPE OF SERVICES**.

c. To make available during regular office hours, all calculations, sketches and drawings associated with this **PROJECT** such as the **CITY** may wish to examine periodically during performance of this Agreement.

d. To save and hold **CITY** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **CONTRACTOR,** its agents, servants, employees, or subcontractors occurring in the performance of its services under this agreement.

e. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **CONTRACTOR** and, where relevant to method of payment, to make such material available to the **CITY.**

14. The **CITY** Agrees

a. To furnish all available data pertaining to the **PROJECT** now in the **CITY'S** files at no cost to the **CONTRACTOR.** Confidential materials so furnished will be kept confidential by the **CONTRACTOR.** **CONTRACTOR** will have no liability for defects in the Services attributable to **CONTRACTOR'S** reliance upon or use of data, information, reports, analyses, protocols, plans, or other information

furnished by or through the CITY or third parties retained by **CITY,** unless verification of such information is expressly included in the Scope of Services.

b. To pay the **CONTRACTOR** for services in accordance with the requirements of this Contract.

c. To provide the right-of-entry for **CONTRACTOR'S** personnel in performing field surveys and inspections.

d. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **CONTRACTOR** in a timely fashion.

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

ATTEST:

Karen Sublett
City Clerk

CITY OF WICHITA, KANSAS

Jeff Longwell
Mayor

APPROVED AS TO FORM:

Jennifer Magana, City Attorney

SCS Aquaterra

Signature

MONTE R. MARKLEY
Print Name

VICE PRESIDENT
Title (President or Corporate Officer)

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, 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 !964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders !1246, 11375, 1113!; 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 44-100I, 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 I 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, con- tractor 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 I through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four(4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

EXHIBIT B - NIC Source Areas

NORTH INDUSTRIAL CORIDOR SITE SOURCE AREA INVESTIGATIONS

PROJECT APPROACH AND TECHNICAL SCOPE

Background Information

The March 2012 Final Corrective Action Decision for Interim Groundwater Remediation (CAD) of the North Industrial Corridor (NIC) site in Wichita, Kansas required several actions, including source abatement, groundwater extraction and treatment, and hydraulic containment to prevent further migration of contaminated groundwater, along with Individual Site Source Control Activities.

According to the CAD, the NIC Settlement Agreement requires the Kansas Department of Health and Environment (KDHE) to use its best efforts to encourage potential responsible parties (PRPs) who have not been issued a Certificate of Release pursuant to the Settlement Agreement, to participate with the City in its efforts to investigate and remediate contamination within the NIC Site; however, in some cases, no viable PRPs remain for a site. In such cases, the City of Wichita is responsible for conducting the source area investigation and remediation. To date, two such source areas (i.e., APEX Engineering and VIM Trailer) have been referred back to the City of Wichita for response. The scope of this clarifying proposal is to complete full scale air sparging (AS) and soil vapor extraction (SVE) pilot tests at the APEX Engineering and VIM Trailer sites, and a Comprehensive Investigation (CI) and Corrective Action Study (CAS) work at potential source areas that may be identified in the future.

Full Scale AS and SVE Pilot Remediation Systems

The July 25, 2014 request for clarifying proposal detailed the Scope of Work for the full scale AS and SVE pilot test remediation systems. The scope of work for both sites included the following common elements:

1. Preparation of a work plan,
2. Installation of AS and SVE wells,
3. Installation of 10 vapor monitoring points,
4. Installation of twelve groundwater monitor wells (six shallow and six deep),
5. Startup testing of the pilot systems,
6. Operation of the pilot systems for a two-year period,
7. Groundwater monitoring for a two-year period, including collection of pre-startup and startup groundwater samples, and
8. Quarterly reporting on the pilot system operation and evaluation, and recommendations on the progress of the pilot test.

The scope of work for both systems is consistent with the AS/SVE option discussed in the existing CAS for each site.

APEX Engineering

The July 25, 2014 request for clarifying proposal for the APEX Engineering site calls for two pilot test remediation programs: APEX East and APEX West.

For the *APEX East site*, in addition to the common elements listed above, the scope of work includes installation of eleven air sparge wells to 45 feet, five SVE wells to 15 to 18 feet, and installation of piping and AS/SVE equipment.

The 2-inch diameter AS wells and the 4-inch diameter SVE wells will be drilled through cored holes in the concrete slab using a conventional truck-mounted rotary drill rig using hollow stem augers. The SVE and AS wells will be installed via standard installation techniques used on other remediation sites conducted by SCS Aquaterra for KDHE, including the petroleum remediation site immediately south of APEX Engineering (the former Hlad site).

Because the former APEX building is vacant and the concrete floor slab is thick, SCS Aquaterra plans to install the piping connecting the SVE and AS wells either on the floor or on columns, in lieu of trenching through the concrete floor slab. SVE piping will consist of either PVC or polyethelyne (PE) piping and the AS piping will consist of either PE piping or rubber hoses. SCS Aquaterra has included limited trenching in the event the wells located outside of the APEX building require subsurface installation.

The SVE/AS equipment will consist of a skid-mounted system with a Rotron EN505 explosion proof SVE blower; moisture knockout tanks; in-line filter; vacuum relief valve; and two leg manifold with Key variable area direct read flow meters, flow control valves, and sample ports on each leg of the manifold. The air sparge blower will consist of a Becker KDT compressor with intake filter; pressure relief valve; backflow check valve, and six leg manifold with Blue White variable area direct read flow meters, flow control valves, and sample ports on each leg of the manifold. The control panel will include motor starters, HOA switches, alarm lights (motor fault, knockout tank high level, low SVE vacuum, and low air sparge pressure), control relay logic, and lightning and surge protection. The equipment and control system will be designed to meet Class 1 Division 2 requirements for movement of potentially explosive gas. SCS Aquaterra has included in the budget for the monthly electrical utility costs for the operation of the equipment since it is not known if the City of Wichita will pay for the utilities, or if the City will request SCS Aquaterra to pay for the on-going electric usage.

For the *APEX West site*, in addition to the common elements listed above, the scope of work includes installation of two air sparge wells to 45 feet, two SVE wells to 15 to 18 feet, and installation of piping and SVE/AS equipment. The APEX West SVE/AS equipment will be similar to the APEX East equipment skid, except that the air sparge manifold will have only two legs.

SCS Aquaterra recommends pulsing the AS system to accelerate remediation of the groundwater. Due to the limited number of AS wells, SCS Aquaterra will pulse the

groundway by using a timer to start and stop the AS compressor, thereby "pulsing" the water in the AS wells.

During startup and monthly site visits, SCS Aquaterra personnel will collect system performance data including the information outlined in item d. of the July 25, 2014 specific scope of work. Vacuum measurements will be collected monthly at the vapor monitoring points to determine the radius of influence of the remedial system, and the SVE system discharge will be field screened monthly with a photoionization detector. SCS Aquaterra has included costs for laboratory testing of the SVE off-gas on a quarterly basis.

Potential Excavation (APEX)

The July 25, 2014 request for clarifying proposal included a request for unit rates for potential source excavation activities to be conducted in the East APEX area. SCS Aquaterra has discussed the scope of work with two of our standard contractors to obtain unit rates that should apply to the conditions expected to occur inside the APEX building.

SCS anticipates that saw cutting of concrete up to 12 inches thick may be required, before an excavator equipped with a concrete breaker hammer can be used to break up the concrete for removal. Direct loading of transport trucks most likely cannot occur inside of the building. Removal of the concrete and impacted soil from inside of the building to either dump trucks or roll-off boxes will be accomplished with a skid loader, equipped with a 3-yard transfer bucket. Concrete and special waste soil will be loaded onto dump trucks for offsite disposal. Hazardous waste, if encountered, will be loaded into roll-off boxes for offsite transport. Following complete of the excavation, sand backfill will be used backfill the excavation. The sand will be compacted using a remote trench compactor that can be lowered into the excavation with the excavator and controlled by an operator on the surface. The concrete over the excavation will be restored to the thickness removed or a thickness directed by the City's representative.

In addition to SCS Aquaterra's standard rates for labor and equipment, the following unit rates should cover the excavation subcontractor's charges for the scope of work outlined above:

Item	Unit	Rate
Mobilization	Lump Sum	$4000
Project Superintendent	Per hour	$80
Foreman	Per hour	$60
Laborer	Per hour	$40
Saw Cutting concrete up to 12 inches	Per foot	$5
Operator, Excavator, and rock breaker	Per hour	$160
Operator and Skid Loader with transport bucket	Per hour	$140
Dump Truck and Operator	Per hour	$120

Item	Unit	Rate
Operator and Excavator	Per hour	$130
Concrete	Per yard	$130
Concrete placement and finishing	Per square foot	$3
Fill Sand (no transportation)	Per yard	$9
Trench Compactor and operator	Per hour	$85
Special Waste Disposal	Per ton	$60
Hazardous Waste Disposal	Per ton	$235

VIM Trailer

The July 25, 2014 request for clarifying proposal detailed the Scope of Work for the full scale AS and SVE pilot test remediation system at the VIM Trailer site. For the VIM Trailer site, in addition to the common elements listed previously, the scope of work includes installation of four AS wells to 45 feet, two SVE wells to 15 to 18 feet, and installation of piping and AS/SVE equipment.

The 2-inch diameter AS wells and the 4-inch diameter SVE wells will be drilled through cored holes in the concrete pavement or building slab using a conventional truck-mounted rotary drill rig with hollow stem augers. The SVE and AS wells will be installed using standard installation techniques used on other remediation sites conducted by SCS Aquaterra for KDHE.

Because the site is being operated as a solid waste transfer station by Waste Connections (WC), the system and piping installation will have to be compatible with the current site operations. The layout in the VIM Trailer Corrective Action Study (CAS, prepared by CDM, May 2011) has one AS well located inside a building and the other wells located adjacent to the building. SCS Aquaterra anticipates the majority of the wells and piping can be located above ground and out of the way of the site operations through negotiations with WC. We anticipate the remedial trailer will be located either on the north or south side of the building, and SVE and AS piping would be run either along or through the building.

SVE piping will consist of either PVC or polyethelyne (PE) piping and the AS piping will consist of either PE piping or rubber hoses. SCS Aquaterra has included limited trenching for the northern AS well that will most likely be located too far from the building for the piping to be placed above ground.

The SVE/AS equipment will consist of a trailer-mounted system with a Rotron EN757 explosion proof SVE blower; moisture knockout tanks; in-line filter; vacuum relief valve; and two leg manifold with Key variable area direct read flow meters, flow control valves, and sample ports on each leg of the manifold. The air sparge blower will consist of a Becker KDT compressor with intake filter; pressure relief valve; backflow check valve, and four leg manifold with Blue White variable area direct read flow meters, flow control valves, and

sample ports on each leg of the manifold. The control panel will include motor starters, HOA switches, alarm lights (motor fault, knockout tank high level, low SVE vacuum, and low AS pressure), control relay logic, and lightning and surge protection. The equipment and control system will be designed to meet Class 1 Division 2 requirements for movement of potentially explosive gas. SCS Aquaterra has included the anticipated monthly electrical utility costs for the operation of the equipment since it is not known if the City of Wichita will pay the utilities, or if the City will request SCS Aquaterra to pay for the on-going electric usage.

SCS Aquaterra recommends pulsing the AS system to accelerate remediation of the groundwater. Due to the limited number of AS wells, SCS Aquaterra will pulse the groundway by using a timer to start and stop the AS compressor, thereby "pulsing" the water in the AS wells.

During startup and monthly site visits, SCS Aquaterra personnel will collect system performance data including the information outlined in item d. of the July 25, 2014 specific scope of work. Vacuum measurements will be collected monthly at the vapor monitoring points to determine the radius of influence of the remedial system, and the SVE system discharge will be field screened monthly with a photoionization detector. SCS Aquaterra has included costs for laboratory testing of the SVE off-gas on a quarterly basis.

CI/CAS at Future Source Area Sites

The July 25, 2014 request for clarifying proposal detailed the Scope of Work for the performance of a CI and CAS for a future site in accordance with the KDHE Scope of Work policy # BER-RS-20 guidance dated December 29, 2005. The guidance document indicates the objectives of the CI are to:

1. Identify and characterize potential source areas, including identifying chemicals of concern, determining the mechanisms of release, estimating the quantities of release, and determining whether these releases are ongoing or inactive;

2. Delineate and characterize the full lateral and vertical extent of contamination for each of the impacted environmental media at the site;

3. Characterize the environmental setting, including regional and local geology, hydrogeology, and hydrology; particularly as those site physical characteristics may pertain to contaminant transport and fate mechanisms for the site or may affect the evaluation, selection and design of cleanup alternatives for the site;

4. Characterize the physicochemical properties of the contaminants, their mobility and persistence in the environment, and their important fate and transport mechanisms as they relate to the site physical characteristics;

5. Identify human and environmental targets that may be threatened or affected by the site;

6. Perform a quantitative human health and/or ecological risk assessment to determine whether and the extent to which the site requires remediation;

7. Perform bench or pilot treatability tests as necessary to support the development of potential corrective action alternatives; and

8. Develop a preliminary list of remedial action objectives and corresponding potential corrective action alternatives.

The primary objectives of the CAS are described as follows:

1. Evaluate the feasibility, effectiveness, and cost of at least two potential remedial actions based on the findings of the CI, and to compare and contrast those alternatives to each other and the "no action" alternative;

2. Recommend and justify a specific corrective action for the site; and

3. Determine the health and environmental effects of the remedial action.

SCS Aquaterra believes it is crucial to incorporate the existing available data from the GM and NIC sites into CI/CAS work plans; therefore, we will perform a site file review (if file documents are available) prior to developing the field work plan. Our proposed approach and scope of services for performing the CI/CAS are described in the following paragraphs.

CI Work Plan

Prior to developing the CI Work Plan for a site, SCS Aquaterra will review City and State files to determine if there is existing and available soil and groundwater information related to the site that may be used to develop the work plan. *In this manner, SCS Aquaterra can reduce the CI costs by focusing the investigation on areas not previously investigated and by not collecting data that has been previously obtained.* In our experience, one of the main objectives of a work plan is to manage regulatory expectations throughout the life of the project by providing a higher level of detail on investigation goals, rational, and various submittal requirements early in the design process. The CI work plan will be prepared in accordance with the KDHE guidance and contain the following components:

- Work plan objectives (clearly identified).

- A detailed project schedule in Gantt chart format which breaks down the work structure for the project.

- A summary of the CI investigation goals, objectives and activities, and specific components for other anticipated work plans such as surface water/groundwater interactions.

- Appended Supporting Project Plans (Sampling and Analysis Plan, Health and Safety Plan, Quality Assurance Project Plan).

- A summary of the CI data reporting requirements.

CI Implementation

The City specified a well-defined technical approach for the CI data collection activities and data reporting in the July 25, 2014 request for clarifying proposals for potential sites that may be identified as NIC Source Areas in the future. The requested scope clarification is straight-forward and is not re-stated in this clarifying proposal response. SCS Aquaterra has prepared a cost estimate to perform the requested CI activities (included herein) as defined in the July 25, 2014 letter. However, please note the current scope differs from the scope originally proposed in our December 2012 proposal response (Task 13). SCS Aquaterra believes the CI scope requested in the City's clarifying proposal letter of July 25, 2014 provides an excellent platform to comply with the BER-RS-20 guidance policy. The scope of work appears to focus more effort on the characterization of groundwater, and to a lesser extent on the identification of source soil that may represent long-term impacts to the groundwater and may impact the operation of the proposed NIC groundwater remediation system(s). The following paragraphs summarize SCS Aquaterra's alternative approach, if approved by the City and KDHE.

While characterization of the groundwater is important for complying with the BER-RS-20 guidance policy, SCS Aquaterra believes the proposed NIC groundwater remediation pump and treatment system(s) can be used to limit the focus of source remediation at identified sites to the unsaturated soil (soil above the groundwater level). SCS Aquaterra believes that by focusing the investigation on impacts to the unsaturated soil, data will be collected to identify if remediation of the unsaturated zone is warranted, as well as whether remediation, if required, should consist of excavation of impacted soils or remediation of impacted soils through techniques such as soil vapor extraction (SVE). *SCS Aquaterra believes that substantial cost savings can be provided to the City by focusing possible remediation efforts on the soil, and not the groundwater, from the beginning of the work planning process.* The operation of the proposed NIC groundwater pump and treatment system may justify omitting the design, installation, and operation of a source area groundwater remedial system, thereby reducing expenses.

In lieu of standard geoprobe sampling, SCS Aquaterra suggests using an MIP to conduct the initial site characterization of the sites. SCS Aquaterra has used the MIP technology on six sites for KDHE, including three sites in the Wichita area. The MIP tool is pushed into the ground, and the presence of volatile organic compounds (VOCs) is detected and quantified using three different types of gas chromatographs. The MIP gives real time, continuous data with depth of the relative impacts in the soil and groundwater. Normal geoprobe sampling provides relative impact data at 2 to 5-foot intervals using a hand-held field instrument and is subject to a number of potential variables that affect the quality of the data.

In 2008, SCS Aquaterra used the MIP tool to characterize the APCO site (referred to as the Stewart site by KDHE at that time) located in the Gilbert and Mosley Site as part of the underground storage tank remediation effort that SCS Aquaterra performed for KDHE. In the course of characterizing the petroleum impacts to the soil, one of the three gas

chromatographs used with the MIP tool indicated the presence of chlorinated hydrocarbons in the subsurface. Not expecting the presence of chlorinated hydrocarbons on a petroleum site, SCS Aquaterra advised KDHE of the presence of chlorinated hydrocarbons. At that time, KDHE advised SCS Aquaterra the site was also a potential source area for the GM plume.

KDHE is familiar with the MIP tool and currently receptive to its use and the data that can be obtained by its use. *While the tool does not eliminate the need for selective soil sampling and laboratory analysis, it allows for a more comprehensive and rapid characterization of a site, reducing the overall site characterization costs.*

CI Reporting

The KDHE BER-RS-20 guidance policy identifies the required elements of the CI Report. The CI Reports will include the information and data collected during the investigations and describe the work performed to accomplish the objectives as set forth in the work plans and the KDHE BER-RS-20 guidance policy. The CI Report format will be consistent with the scope of work provided in BER-RS-20, and will include appropriate tables, figures, well logs, laboratory analytical data, references, appendices, etc. to effectively portray the data generated during the investigation, to support conclusions drawn in the CI Report, and provide recommendations for additional investigation to fill remaining data gaps.

CAS Implementation and Reporting

Per the KDHE BER-RS-20 guidance policy, the CAS is the process through which detailed assessments of at least two plausible corrective action alternatives and the "no action" alternative are performed. The evaluation must include:

1. A description of the contaminants of concern within each environmental media;
2. An identification of all real and potential human and environmental targets and an evaluation of all direct and indirect exposure pathways;
3. A description of the site-specific corrective action goals;
4. Treatability studies for corrective actions considered innovative or unproven; and
5. A detailed individual and comparative analysis of each of the proposed corrective actions, and the "no action" alternative.

Each alternative and the “no action” alternative will be evaluated to determine if the alternative satisfies the following criteria:

- Overall protection of human health and environment;
- Compliance with Federal and State applicable, or relevant and appropriate requirements (ARARs);
- Long-term effectiveness and permanence;
- Reduction of toxicity, mobility, and volume of contamination through treatment;
- Short-term effectiveness;
- Implementability;

- Cost; and
- Community acceptance.

SCS Aquaterra will prepare CAS Reports for the future sites, meeting the requirements of the BER-RS-20 guidance policy including:

1. A brief summary of the findings of previous environmental investigations;
2. A description of the site-specific corrective action goals;
3. A description of each corrective action alternative evaluated, including the "no action" alternative;
4. A discussion of each corrective action alternative evaluated;
5. A recommendation for corrective action at the site; and
6. Appendices containing background information and literature research used to evaluate each corrective action alternative.

Supplemental - per January 25, 2015 selection committee meeting:
SCS Aquaterra staff will attend up to three meetings per CI/CAS program and submit quarterly reports to the City identifying, at a minimum, activities during the quarter; planned activities for the next quarter; any delays in deliverables or activities; and any issues that have or may impact future activities or deliverables.

NORTH INDUSTRIAL CORRIDOR SITE SOURCE AREA INVESTIGATIONS

TIMELINE AND ESTIMATED FEE

Deliverables, Milestones, and Project Timeline

SCS Aquaterra anticipates the AS/SVE work plans for each of the two identified source area sites and CI Work Plans for future sites can be developed and submitted to KDHE within eight to ten weeks of contract approval and/or receiving Notice-to-Proceed. This timeframe is fairly aggressive, yet allows necessary time for collaboration with the City and TAC on the work scope, as well as appropriate time for the City and TAC to review and comment on draft versions of the work plans. Frequent communication and diligent project management will be crucial to maintain progress. SCS Aquaterra looks forward to exceeding the City's expectations.

The SCS Aquaterra Team can begin implementation of the AS/SVE field activities at the APEX and VIM Trailer sites immediately upon KDHE approval. The quarterly reports will be submitted within six weeks of each quarterly monitoring cycle and the full scale pilot test evaluation reports will be prepared and provided to the City and TAC within eight weeks of completion of the full scale AS/SVE pilot testing. The CI reports will be prepared and provided to the City and TAC within six weeks of completion of field work and receipt of analytical data.

Following KDHE approval of the CI reports, the CAS reports can be developed and submitted to the City and TAC within 12 to 16 weeks. This timeframe is moderately aggressive, and can be expedited if necessary. However, the timeframe for the CAS reports is highly dependent on the results of the CIs, which will dictate the available appropriate remedial alternatives.

In addition, SCS Aquaterra will provide quarterly progress letter reports to the City identifying work performed during the quarter, work planned for the next quarter, any delays in deliverables or activities, and any issues that have or may impact future activities or deliverables.

Estimated Fee

Per the attached tables as modified during contract negotiation.

DETAILED FEE ESTIMATE

Task 1 -APEX East and West Pilot Test Installation, Operation, and Monitoring

ITEM/DESCRIPTION	RATE	SURCHARGE	APEX Full Scale AS/SVE Pilot Study		APEX Full Scale AS/SVE Pilot Study Work Plan Development		Task 11B System Well Install		Task 11B Install Pilot Unit and Piping		Task 11B Pilot Startup and Baseline Testing		Task 11B 2 Year Operation and Maintenance		Task 11B 2 Yr Groundwater/ Vapor Monitoring		Task 11C Pilot Test Evaluation Report	
LABOR			HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$
Administrative II	$60		14	$840		$0		$0		$0		$0		$0	8	$480	6	$360
Technician III	$65		322	$20,930		$0		$0	90	$5,850	16	$1,040	96	$6,240	112	$7,280	8	$520
Professional II	$70		110	$7,700		$0	20	$1,400	90	$6,300		$0		$0		$0		$0
Professional IV	$90		192	$17,280		$0		$0	120	$10,800		$0		$0	32	$2,880	40	$3,600
Survey Crew Leader	$85		8	$680		$0		$0	8	$680		$0		$0		$0		$0
Senior Technical Professional	$150		147	$22,000	17	$2,500	4	$600	20	$3,000	16	$2,400	36	$5,400	24	$3,600	30	$4,500
Principal	$160		19	$3,040		$0	1	$160	3	$480		$0		$0	12	$1,920	3	$480
TOTAL LABOR (HRS/$)			812	$72,470	17	$2,500	25	$2,160	331	$27,110	32	$3,440	132	$11,640	188	$16,160	87	$9,460
COMPANY EXPENSES			UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$
Telephone, Fax, Printing, Copying, Postage (projected labor)	1%		69970	$700		$0	2160	$22	27110	$271	3440	$34	11640	$116	16160	$162	9460	$95
Support Vehicle Mileage	$0.70		995	$697		$0	75	$53	400	$280	40	$28	480	$336		$0		$0
Support Truck (per day, plus mileage)	$40		49	$1,960		$0	3	$120	20	$800	2	$80	24	$960		$0		$0
GPS Surveying System (per day)	$225		1	$225		$0		$0	1	$225		$0		$0		$0		$0
Photoionization Detector (PID) (per day)	$100		26	$2,600		$0		$0		$0	2	$200	24	$2,400		$0		$0
Water Level Indicator (<300 foot) (per day)	$30		26	$780		$0		$0		$0	2	$60	24	$720		$0		$0
Low Flow Sampling Equipment, per day	$250		10	$2,500		$0		$0		$0		$0		$0	10	$2,500		$0
Electro Fusion Machine (per day)	$120		5	$600		$0		$0	5	$600		$0		$0		$0		$0
TOTAL EXPENSES				$10,061		$0		$194		$2,176		$402		$4,532		$2,662		$95
OUTSIDE EXPENSES			UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$
LAB ANALYSIS																		
VOC - SOIL GAS - EPA 8260	$90	1.10	9	$891		$0		$0		$0		$0	9	$891		$0		$0
BTEX/VOC -GWSOIL - 8260	$45	1.10	96	$4,752		$0		$0		$0		$0		$0	96	$4,752		$0
BTEX/VOC -GWSOIL - 8260 (Trip Blanks)	$45	1.10	10	$495		$0		$0		$0		$0		$0	10	$495		$0
BTEX/VOC -GWSOIL - 8260 (Duplicates)	$45	1.10	10	$495		$0		$0		$0		$0		$0	10	$495		$0
SUBCONTRACTORS																		
Geoprobe Mobilization and prep	$75	1.10	1	$83		$0	1	$83		$0		$0		$0		$0		$0
Drill Rig Mobilization and prep	$175	1.10	1	$193		$0	1	$193		$0		$0		$0		$0		$0
Drilling Support Vehicle (1 ton)	$70	1.10	2	$154		$0	2	$154		$0		$0		$0		$0		$0
Geoprobe 5410 - Truck Mounted	$1,200	1.10	3	$3,960		$0	3	$3,960		$0		$0		$0		$0		$0
4.25 inch ID Hollow Stem, 5' sample interval 0-50 ft	$12	1.10	585	$7,722		$0	585	$7,722		$0		$0		$0		$0		$0
6.25 inch ID Hollow Stem, 5' sample interval 0-50 ft	$16	1.10	126	$2,218		$0	126	$2,218		$0		$0		$0		$0		$0
Concrete Coring (cost plus 10 %)	$100	1.10	16	$1,760		$0	16	$1,760		$0		$0		$0		$0		$0
1 inch PVC well completion/ft (includes all materials)	$8	1.10	630	$5,544		$0	630	$5,544		$0		$0		$0		$0		$0
2 inch PVC well completion/ft (includes all materials)	$11	1.10	585	$7,079		$0	585	$7,079		$0		$0		$0		$0		$0
4 inch PVC well completion/ft (includes all materials)	$11	1.10	126	$1,525		$0	126	$1,525		$0		$0		$0		$0		$0
Surface Completion (12 inch flush mount vault)	$275	1.10	7	$2,118		$0	7	$2,118		$0		$0		$0		$0		$0
Surface Completion (8 inch flush mount vault)	$225	1.10	13	$3,218		$0	13	$3,218		$0		$0		$0		$0		$0
Surface Completion (5 inch steel flush)	$150	1.10	22	$3,630		$0	22	$3,630		$0		$0		$0		$0		$0
Decontamination (per day) Direct Push	$50	1.10	630	$34,650		$0	630	$34,650		$0		$0		$0		$0		$0
Decontamination (per ft) Auger Drilling	$3	1.10	1341	$4,425		$0	1341	$4,425		$0		$0		$0		$0		$0
Skid-mounted Remedial System	$29,000	1.10	2	$63,800		$0		$0	2.0	$63,800		$0		$0		$0		$0
Electrical Service, per month	$150	1.10	48	$7,920		$0		$0		$0		$0	48	$7,920		$0		$0
Piping and Hoses	$10,000	1.10	2	$22,000		$0		$0	2	$22,000		$0		$0		$0		$0
Trenching, per foot	$25	1.10	40	$1,100		$0		$0	40	$1,100		$0		$0		$0		$0
TOTAL OUTSIDE EXPENSES				$179,729		$0		$78,276		$86,900		$0		$8,811		$5,742		$0
TOTAL TASK/ACTIVITY				$262,260		$2,500		$80,630		$116,186		$3,842		$24,983		$24,564		$9,555

TOTAL PROJECT **$262,260**

Assumptions

Three days of geoprobe for installation of ten 1-inch vapor points and twelve 1-inch diameter monitor well installations (6 deep to 50 feet and 6 shallow to 25 feet)
Install seven 4-inch SVE wells to 18 feet and thirteen 2" sparge wells to 45 feet
Install east and west system piping above ground in two weeks. Maximum of 40 feet of exterior trenching
Conduct startup and baseline testing of east and west systems over two days
Conduct startup monitoring per RFP
Conduct ten groundwater monitoring events on 12 wells (QC samples to include trip blank and one duplicate)
Collect air samples on the SVE discharge for 8 quarters plus one startup event
Install a skid mounted remedial system with SVE and air sparge flow meters, relay logic control panel. Cost does not include system performance sensors or remote telemetry package. Assume equipment purchase is non-taxable

DETAILED FEE ESTIMATE

Task 2 -VIM Trailer Site

			NIC - TASK 12															
ITEM/DESCRIPTION	**RATE**	**SURCHARGE**	**VIM Full Scale AS/SVE Pilot Study**		**VIM Full Scale AS/SVE Pilot Study Work Plan Development**		**Task 12B System Well Install**		**Task 12B Install Pilot Unit and Piping**		**Task 12B Pilot Startup and Baseline Testing**		**Task 12B 2 Year Operation and Maintenance**		**Task 12B 2 Yr Groundwater/ Vapor Monitoring**		**Task 12C Pilot Test Evaluation Report**	
LABOR			HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$	HRS	$$
Administrative II	$60		12	$720		$0		$0		$0		$0		$0	8	$480	4	$240
Technician III	$65		352	$22,880		$0		$0	90	$5,850	36	$2,340	64	$4,160	156	$10,140	6	$390
Professional II	$70		32	$2,240		$0	32	$2,240		$0		$0		$0		$0		$0
Professional IV	$90		112	$10,080		$0		$0	60	$5,400		$0		$0	32	$2,880	20	$1,800
Survey Crew Leader	$85		8	$680		$0		$0	8	$680		$0		$0		$0		$0
Senior Technical Professional	$150		98	$14,750	23	$3,500	4	$600	8	$1,200	8	$1,200	24	$3,600	16	$2,400	15	$2,250
Principal	$160		12	$1,920		$0	1	$160	1	$160		$0		$0	8	$1,280	2	$320
TOTAL LABOR (HRS/$)			**626**	**$53,270**	**23**	**$3,500**	**37**	**$3,000**	**167**	**$13,290**	**44**	**$3,540**	**88**	**$7,760**	**220**	**$17,180**	**47**	**$5,000**
COMPANY EXPENSES			UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$
Support Vehicle Mileage	$0.70		800	$560		$0	40	$28	200	$140	80	$56	480	$336		$0		$0
Support Truck (per day, plus mileage)	$40		52	$2,080		$0	4	$160	10	$400	14	$560	24	$960		$0		$0
GPS Surveying System (per day)	$225		1	$225		$0		$0	1	$225		$0		$0		$0		$0
Photoionization Detector (PID) (per day)	$100		38	$3,800		$0		$0		$0	14	$1,400	24	$2,400		$0		$0
Water Level Indicator (<300 foot) (per day)	$30		38	$1,140		$0		$0		$0	14	$420	24	$720		$0		$0
Low Flow Sampling Equipment, per day	$250		10	$2,500		$0		$0		$0		$0		$0	10	$2,500		$0
Electro Fusion Machine (per day)	$120		3	$360		$0		$0	3	$360		$0		$0		$0		$0
TOTAL EXPENSES				**$10,665**		**$0**		**$188**		**$1,125**		**$2,436**		**$4,416**		**$2,500**		**$0**
OUTSIDE EXPENSES			UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$
LAB ANALYSIS																		
VOC - SOIL GAS - EPA 8260	$90	1.10	9	$891		$0		$0		$0		$0	9	$891		$0		$0
BTEX/VOC -GWSOIL - 8260	$45	1.10	96	$4,752		$0		$0		$0		$0		$0	96	$4,752		$0
BTEX/VOC -GWSOIL - 8260 (Trip Blanks)	$45	1.10	10	$495		$0		$0		$0		$0		$0	10	$495		$0
BTEX/VOC -GWSOIL - 8260 (Duplicates)	$45	1.10	10	$495		$0		$0		$0		$0		$0	10	$495		$0
SUBCONTRACTORS			UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$	UNITS	$$
Geoprobe Moblizaton and prep	$75	1.10	1	$83		$0	1	$83		$0		$0		$0		$0		$0
Drill Rig Mobilization and prep	$175	1.10	1	$193		$0	1	$193		$0		$0		$0		$0		$0
Drilling Support Vehicle (1 ton)	$70	1.10	2	$154		$0	2	$154		$0		$0		$0		$0		$0
Geoprobe 5410 - Truck Mounted	$1,200	1.10	2	$2,640		$0	2	$2,640		$0		$0		$0		$0		$0
Drilling Footage Rates																		
4.25 inch ID Hollow Stem, 5' sample interval 0-50 ft	$12	1.10	188	$2,482		$0	188	$2,482		$0		$0		$0		$0		$0
6.25 inch ID Hollow Stem, 5' sample interval 0-50 ft	$16	1.10	36	$634		$0	36	$634		$0		$0		$0		$0		$0
Concrete Coring (cost plus 10 %)	$100	1.10	4	$440		$0	4	$440		$0		$0		$0		$0		$0
1 inch PVC well completion/ft (includes all materials)	$8	1.10	630	$5,544		$0	630	$5,544		$0		$0		$0		$0		$0
2 inch PVC well completion/ft (includes all materials)	$11	1.10	188	$2,275		$0	188	$2,275		$0		$0		$0		$0		$0
4 inch PVC well completion/ft (includes all materials)	$11	1.10	36	$436		$0	36	$436		$0		$0		$0		$0		$0
Surface Completion (12 inch flushmount vault)	$275	1.10	2	$605		$0	2	$605		$0		$0		$0		$0		$0
Surface Completion (8 inch flushmount vault)	$225	1.10	4	$990		$0	4	$990		$0		$0		$0		$0		$0
Surface Completion (5 inch steel flush)	$150	1.10	22	$3,630		$0	22	$3,630		$0		$0		$0		$0		$0
Decontamination (per day) Direct Push	$50	1.10	1	$55		$0	1	$55		$0		$0		$0		$0		$0
Decontamination (per ft) Auger Drilling	$3	1.10	224	$739		$0	224	$739		$0		$0		$0		$0		$0
Trailer mounted remedial system	$44,500	1.10	1	$48,950		$0		$0	1	$48,950		$0		$0		$0		$0
Electrical Service, per month	$300	1.10	24	$7,920		$0		$0		$0		$0	24	$7,920		$0		$0
Piping and Hoses	$10,000	1.10	1	$11,000		$0		$0	1	$11,000		$0		$0		$0		$0
Trenching, per foot	$25	1.10	40	$1,100		$0		$0	40	$1,100		$0		$0		$0		$0
TOTAL OUTSIDE EXPENSES				**$96,501**		**$0**		**$20,898**		**$61,050**		**$0**		**$8,811**		**$5,742**		**$0**
TOTAL TASK/ACTIVITY				**$160,436**		**$3,500**		**$24,086**		**$75,465**		**$5,976**		**$20,987**		**$25,422**		**$5,000**

TOTAL PROJECT **$160,436**

Assumptions

Two days for ten 1-inch diameter Vapor Point installations (18 feet deep) and twelve 1-inch diameter groundwater monitor wells (6 shallow (25 feet) and 6 deep (50 feet)
Install two 4-inch SVE wells to 18 feet and four 2" sparge wells to 47 feet
Install system piping above ground in one week, plus a maximum of 40 feet of trenching
Conduct startup and baseline testing of system in one day
Conduct startup monitoring per RFP
Conduct ten groundwater monitoring events on 12 wells (QC samples to include trip blank and one duplicate)
Collect air samples on the SVE discharge for 8 quarters plus one startup event
Install a trailer mounted remedial system with SVE and air sparge flow meters, relay logic control panel. Cost does not include system perfromance sensors or remote telemetry package. Assume trailer purchase is non-taxable
Electric service not to exceed $300 per month
Establishment of electrical service to be paid directly by City of Wichita

Gilbert Mosley RFP No. FP240081
NIC Source Area Scope
City of Wichita

May 21, 2015

		RATE	x	QUANTITY	UNIT	=	COST
Future Source Area NIC Site							
Geologist - Field Oversight		*$75.00*	x	*55*	*hours*	=	*$ 4,125.00*
Project Director		*$165.00*	x	*8*	*hours*	=	*$ 1,320.00*
Probe Surveying		*$750.00*	x	*1*	*hours*	=	*$ 750.00*
CI/CAS Work Plan		*$2,800.00*	x	*1*	*hours*	=	*$ 2,800.00*
CI Report		*$4,100.00*	x	*1*	*hours*	=	*$ 4,100.00*
CAS Report		*$3,500.00*	x	*1*	*hours*	=	*$ 3,500.00*
				Personnel Subtotal:			***$ 16,595.00***
Rig Mobilization		*$1,700.00*	x	*1*	*Lump Sum*	=	*$ 1,700.00*
Shallow GW Samples (15-20 Ft)		*$160.00*	x	*20*	*Each*	=	*$ 3,200.00*
Deep GW Samples (35-45 Ft)		*$220.00*	x	*10*	*Each*	=	*$ 2,200.00*
Shallow Soil Samples (1-10 Ft)		*$130.00*	x	*20*	*Each*	=	*$ 2,600.00*
Deep Soil Samples (35-45 Ft)		*$260.00*	x	*10*	*Each*	=	*$ 2,600.00*
Shallow Well Sampling		*$70.00*	x	*5*	*Each*	=	*$ 350.00*
Deep Well Sampling		*$105.00*	x	*5*	*Each*	=	*$ 525.00*
Passive Air Samples		*$160.00*	x	*5*	*Each*	=	*$ 800.00*
QA/QC Soil Samples		*$49.50*	x	*2*	*Each*	=	*$ 99.00*
QA/QC Water Samples		*$49.50*	x	*3*	*Each*	=	*$ 148.50*
QA/QC Air Samples		*$49.50*	x	*0*	*Each*	=	
Field Equipment		*$100.00*	x	*5*	*Day*	=	*$ 500.00*
Vehicle		*$75.00*	x	*10*	*Day*	=	*$ 750.00*
VOCs - groundwater samples	*8260B*	*$49.50*	x	*45*	*Each*	=	*$ 2,227.50*
VOCs - air sample	*TO15*	*$99.00*	x	*5*	*Each*	=	*$ 495.00*
VOCs - soil	*8260B*	*$49.50*	x	*30*	*Each*	=	*$ 1,485.00*
				Subcontractor Subtotal:			***$ 19,680.00***
		Future Source Area Site Total:					***$ 36,275.00***
		NIC Source Area Total:					***$ 36,275.00***

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 1 for Kellogg and I-235 Interchange (District IV)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On November 20, 2012, a three-party agreement between the City of Wichita, Sedgwick County and the Kansas Department of Transportation (KDOT) was approved by the City Council, which provided for improvements to the Kellogg and I-235 interchange. The City owns and is responsible for relocating existing facilities that are in conflict with the proposed construction.

Analysis: Relocation of the City's waterline facilities is split into two phases, with the first phase being completed prior to construction of the interchange, and the second phase being completed along with construction of the interchange. Completing the second phase of the City's waterline relocation with construction of the interchange improvements will reduce costs and minimize traffic disruptions.

The proposed supplemental agreement with Sedgwick County and KDOT allows the second phase of the waterline work to be let and constructed with the project. The proposed agreement also provides that KDOT will reimburse the City 100% for the cost of relocating a service line that serves the existing pump stations between Maple and Kellogg, and west of I-235. In addition, the agreement states that the City will reimburse KDOT 100% for the cost of relocating the waterlines at Kellogg and West Street.

Financial Considerations: On June 9, 2015, the City Council approved $1,400,000 of future revenue bonds or water utility cash reserve funding for supplemental design fees, right-of-way acquisition, construction, construction engineering and City staff administration oversight costs. A portion of this funding will be reimbursed by KDOT based on actual costs.

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

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

Attachment: Supplemental Agreement No. 1.

PROJECT NO. 235-87 KA-0161-04
NHPP-2351(197)
INTERCHANGE IMPROVEMENTS
CITY OF WICHITA, KANSAS
SEDGWICK COUNTY, KANSAS

SUPPLEMENTAL AGREEMENT No. 1

This Agreement made and entered into effective the date signed by the Secretary or designee, by and among the City of Wichita, Kansas (the "City"), Sedgwick County, Kansas (the "County"), and the Secretary of Transportation of the state of Kansas, (the "Secretary"). Collectively referred to as the "Parties."

RECITALS:

A. The Parties entered into an Agreement dated December 5, 2012, (the "Original Agreement") for reconstruction of the I-235/US-54/US-400/Kellogg Avenue interchange and reconstruction of West Street interchange.

B. The Secretary desires to supplement the Original Agreement to add responsibilities for the Secretary and the City regarding certain waterline relocations that were not contemplated under the Original Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. On page 1-2 of the Original Agreement, Article I, THE SECRETARY AGREES, is revised to add new paragraph 10, to read as follows:

10. To reimburse the City for one-hundred percent (100%) of the total actual costs of the relocation of a 4" water line near the levee, north of US-54/400, south of Maple Street as indicated in Attachment A of Supplemental Agreement No.1.

2. On page 4 of the Original Agreement, Article II, THE CITY AGREES, is revised to add new paragraph 9, to read as follows:

9. To be responsible for one-hundred percent (100%) of the total actual costs of waterline relocations at the intersection of West Street and US-54/400 as indicated in Attachment B of Supplemental Agreement No.1.

THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

The signature page immediately follows this paragraph.

IN WITNESS WHEREOF the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WICHITA, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

APPROVED AS TO FORM:

Jennifer Magana, Director of Law
and City Attorney

ATTEST:

SEDGWICK COUNTY, KANSAS

COUNTY CLERK (Date)

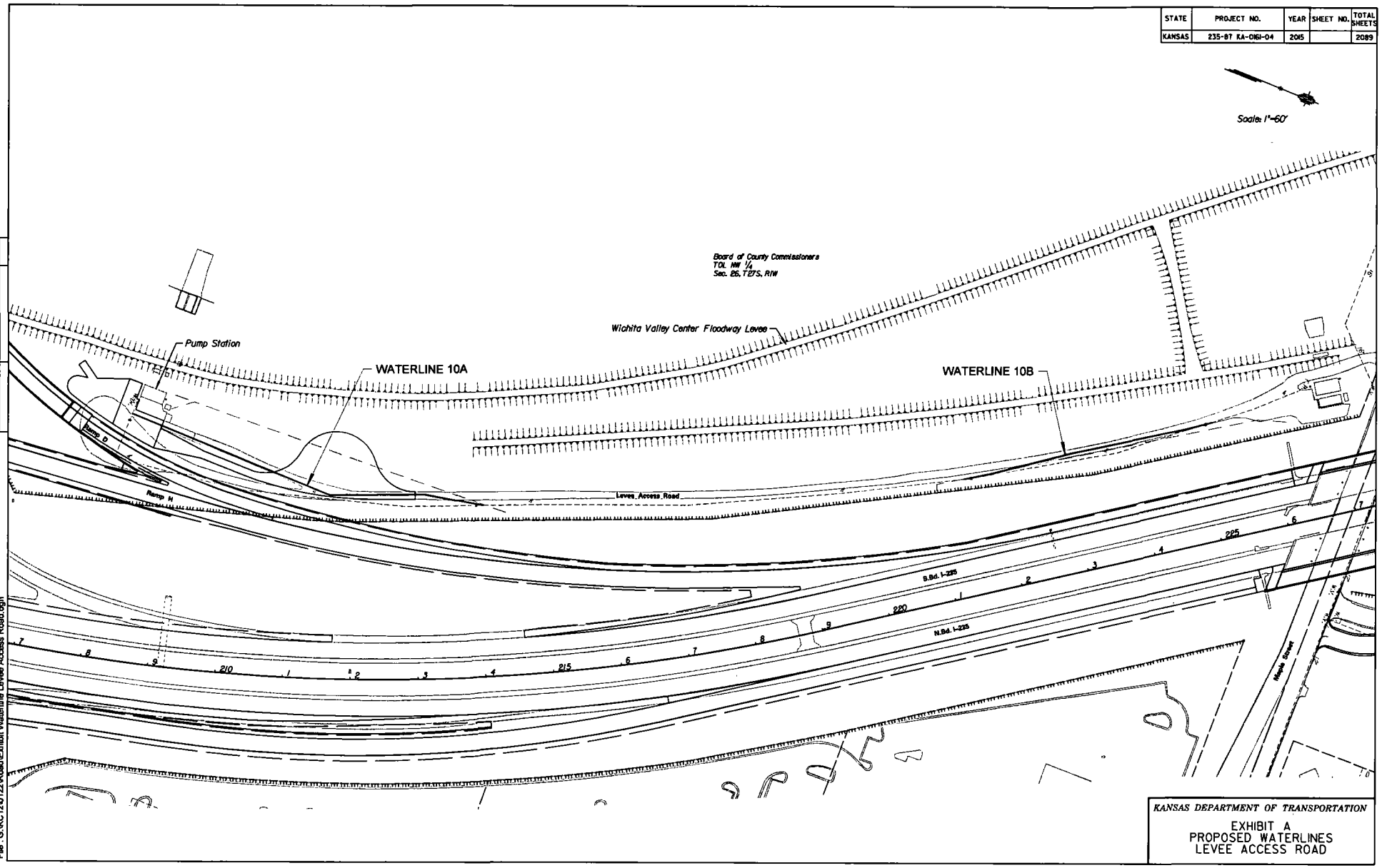
CHAIRPERSON

(SEAL)

Kansas Department of Transportation
Michael S. King, Secretary of Transportation

By: _____
Jerome T. Younger, P.E. (Date)
Deputy Secretary and
State Transportation Engineer

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	235-87 KA-0161-04	2015		2089



REFERENCES NOTED	BY	DATE
REFERENCES CHECKED		

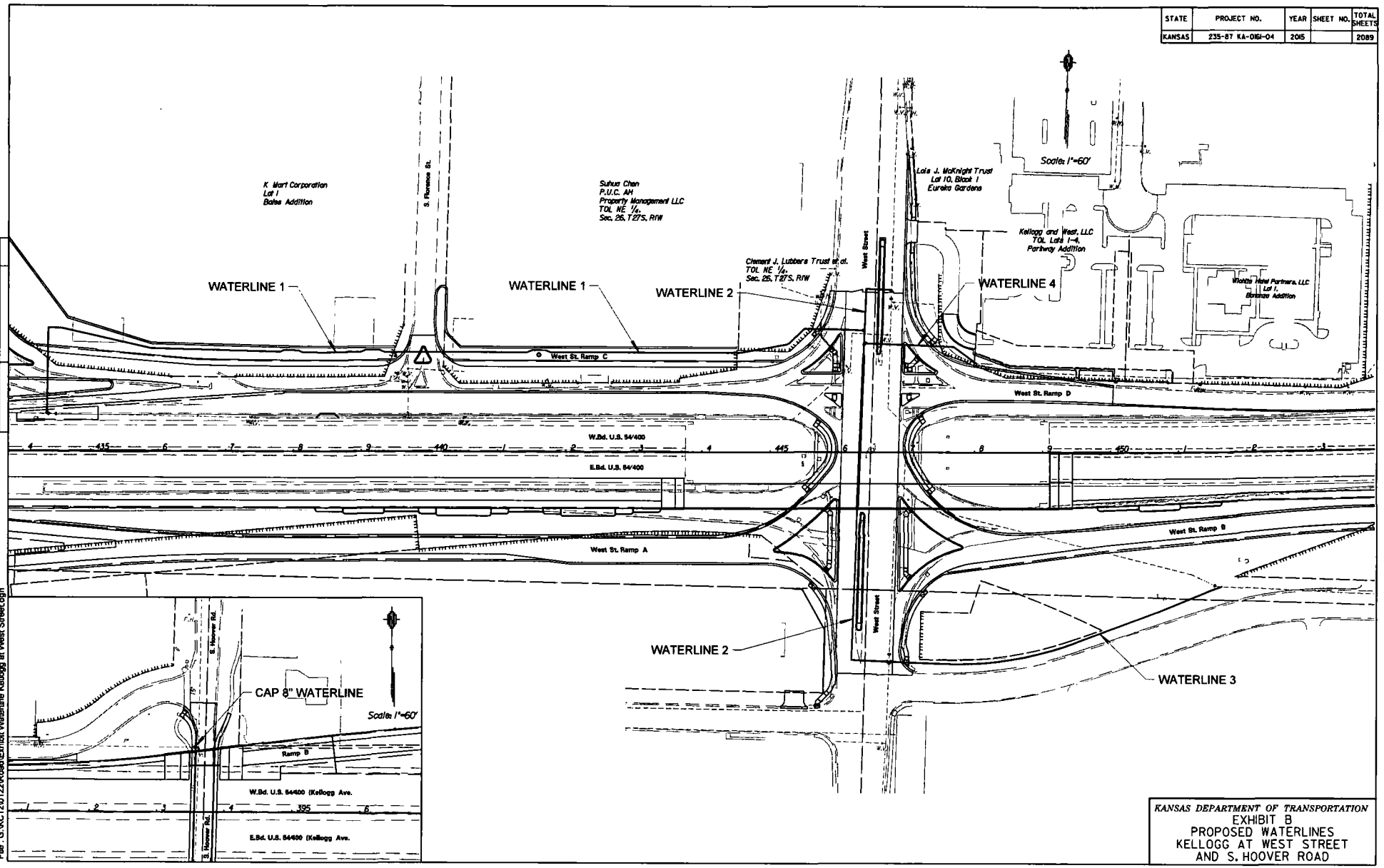
Drawn By : AAMEYER Plotted : 7/27/2015
File : G:\KC12\0122\Road\Exhibit Waterline Levee Access Road.dgn

KANSAS DEPARTMENT OF TRANSPORTATION

EXHIBIT A
PROPOSED WATERLINES
LEVEE ACCESS ROAD

Sh. No.

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	235-87 KA-0161-04	2015		2089



DATE	BY	REFERENCES NOTED / REFERENCES CHECKED

Drawn By : AAMEYER
File : G:\KC12\0122\Road\Exhibit Waterline Kellogg at West Street.dgn
Plotted : 7/27/2015

KANSAS DEPARTMENT OF TRANSPORTATION
EXHIBIT B
PROPOSED WATERLINES
KELLOGG AT WEST STREET
AND S. HOOVER ROAD

Sh. No.

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Contract for Applicant Tracking Services

INITIATED BY: Human Resources Department

AGENDA: Consent Agenda

Recommendation: Approve the two-year contract extension.

Background: In October 2009, the City of Wichita began utilizing the services of NEOGOV, a web-based applicant tracking system. NEOGOV has for the last four years provided the organization with excellent customer service for all the City's hiring needs.

Analysis: The Human Resources Department requested an extension in 2014 of the contract with NEOGOV, the applicant tracking system provider. The request at that time was due to our recent purchase of computer based applicant testing software from NEOGOV's third party vendor, Biddle. The request is for an additional two-year extension pending the selection of a new Human Resources Information System (HRIS) that will include an applicant tracking component. The selection of the new HRIS system is scheduled to be completed by late summer of this year.

The extension will stabilize cost and staff hours by not changing to a new one-year applicant tracking system prior to a permanent solution with the HRIS system.

The contract for NEOGOV is scheduled to expire on August 31, 2015.

Financial Considerations: The current contract was approved in 2009. Funding for the provision of these services is budgeted at $25,000 per year and available within the IT/IS Fund. There is no increase in cost from the original agreement.

Legal Considerations: The Law Department has reviewed and approved the amended contract as to form. The contract will be for two-years with no additional options.

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

Attachment: Amended contract

CONTRACT AMENDMENT

for

APPLICANT TRACKING SYSTEM

BLANKET PURCHASE ORDER NUMBER – BP930077

THIS CONTRACT AMENDMENT is entered into this 1st day of September, 2015 by and between the **City of Wichita, KANSAS**, A Municipal Corporation, hereinafter called "**CITY**", and **GOVERNMENT JOBS.COM INC. DBA NEOGOV**, 222 N. Sepulveda, Suite 2000, El Segundo, CA 90245, hereinafter called "**VENDOR**".

WITNESSETH THAT:

WHEREAS, on the 1st day of September, 2009, the above-named parties entered into a contract for Applicant Tracking System for the Human Resources Department of the City of Wichita as per the proposal, plans, addenda and specifications on March 6, 2009 and as approved by City Council on September 1, 2009, and;

NOW, THEREFORE, the above named parties hereby agree, covenant and contract with each other that the terms of the original contract dated the 1st day of September, 2009, are hereby reaffirmed and re-executed for and on behalf of these parties except for the following amendment, modification and change as approved by City Council on September 1, 2015:

Add the following to the contract:

Extend Contract for an additional two year term at current contract pricing: September 1, 2015 through August 31, 2017

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

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

ATTEST:

Janis Edwards
Deputy City Clerk

THE CITY OF WICHITA

Jeff Longwell
Mayor

APPROVED AS TO FORM:

Jennifer Magana
City Attorney & Director of Law

GOVERNMENT JOBS.COM INC
DBA NEOGOV

Signature *(President or Corporate Officer)*

DAMIR DAVIDOVIC
Print Signature Name

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

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

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Emergency Stormwater Main Repairs (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Ratify and approve the emergency stormwater main repairs and approve the necessary budget adjustment.

Background: A sinkhole has developed as a result of a failed stormwater main located on the north side of 1st Street and the east bank of the Arkansas River. The stormwater main drains significant amounts of rain water runoff from the downtown area into the Arkansas River. A portion of the pipe is gone and the condition of the remaining pipe may jeopardize the ability to drain water from the downtown area in subsequent storm events. Additionally, the sinkhole is a hazard to pedestrians that use the Arkansas River path.

Analysis: Due to the type and depth of the stormwater main and equipment required to excavate and repair the main, the Stormwater Utility Division could not make the repairs. Staff contacted three contractors to assist, and Wildcat Construction was the only contractor with immediate availability to complete the work.

Financial Considerations: Costs for repairs are estimated to be approximately $290,000. Funding is available in the Stormwater Utility Fund. A budget adjustment of $290,000 is required to transfer funding between line items in the fund. Any budget adjustment above $25,000 requires City Council approval.

Legal Considerations: City Ordinance 2.64.020(a), "Emergencies," expressly authorizes the City Manager to approve work to be performed for emergency repair of critical infrastructure facilities by an outside contractor without formal bidding. The City Manager approved proceeding with the project on July 31, 2015.

Recommendations/Actions: It is recommended that City Council ratify the City Manager's emergency approval of the repairs, approve the budget adjustment, and authorize the necessary signatures.

Attachment: Memo to the City Manager.

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Robert Layton, City Manager

THROUGH: Scot Rigby, Assistant City Manager
Alan King, Director of Public Works & Utilities
Don Henry, Assistant Director of Public Works & Utilities

FROM: Ben Nelson, Strategic Services Manager BN

DATE: July 31, 2015

SUBJECT: Emergency Repair of Stormwater Main

A sinkhole has developed in a stormwater main that drains significant amounts of rain water from downtown into the Arkansas River. The main is a 48" by 72" structure that was damaged during rain events from earlier in the summer. It deteriorated again earlier this week and there is concern that the condition of the main may jeopardize the ability to drain water from downtown in subsequent storm events. Additionally, the sinkhole is a hazard to pedestrians who use the Arkansas River path.

Specialized equipment will be needed to make the repairs. The City does not have the equipment so will need to hire a contractor to perform the repairs. Three contractors are being contacted tonight to determine which to proceed with. The goal is to have repairs made prior to forecasted storms next week.

Due to the urgent nature and the unknown extent of the repairs, the cost of the repairs is unknown. Funds are available in the Stormwater Utility Fund.

I request that you declare this a Public Exigency, which is defined under City Code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain City Council acknowledgement of this declaration action.

Robert Layton, City Manager

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Runway Repairs
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

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

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, is requested to approve a capital budget for runway repairs at Colonel James Jabara Airport. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget requested is $425,000 (exclusive of interest on financing and administrative and financing costs) which will be financed with the proceeds of general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

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

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

Attachment: Resolution.

RESOLUTION NO. 15-267

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

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

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

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

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

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

Runway repairs

for use by the Authority at the Colonel James Jabara Airport (the "Project") and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. **Project Authorization**. It is hereby authorized, ordered and directed that the Project be acquired and/or constructed at an estimated cost of $425,000 in accordance with specifications prepared or approved by the Authority.

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

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

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magana, Director of Law

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: Ordinance for Intelligent Transportation System (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Place the ordinance on first reading.

Background: In January 2002, the City Council authorized a Memorandum of Understanding (MOU) for the design and implementation of an Intelligent Transportation System (ITS) to be administered by the City, in partnership with Sedgwick County and the Kansas Department of Transportation (KDOT). The initial Memorandum of Understanding included design and implementation of the following elements:

- Automatic Vehicle Location/Mobile Data Terminals (AVL/MDT) System.
- Advanced Transportation Management System (ATMS).
- Signal Upgrade and Preemption Plan.

Analysis: On January 4, 2005, the City Council approved a project and authorized funding totaling $525,000, including a contract with HTNB Corporation for a signal system upgrade study, as well as associated engineering and administrative costs. The funding sources for the project included $105,000 paid by the City, and contributions of $105,000 from Sedgwick County and $315,000 from KDOT. Resolution 05-020 was also adopted by the City Council on January 4, 2005 to provide for the issuance of general obligation bonds in the amount of $105,000 for the City's share of this project. The expected funding from Sedgwick County and KDOT was later redirected and supplemented funding for other ITS projects under the MOU, reducing the City's contributions for these particular projects. As a result of the redirection of County and KDOT contributions for their share of the signal upgrade study project, this project was not fully funded. In addition, Resolution 05-020 only provided bonding authority for the City's share of the project and did not provide sufficient bonding authority to fund the total project costs.

Financial Considerations: The attached ordinance increases the bonding authority from $105,000 to $525,000 to provide for the issuance of taxable bonds to reimburse and fully fund expenditures of the project. The increased level of funding provided by the City for the signal study project is offset by reduced City contributions of a like amount for other projects covered under the original MOU which were later initiated.

Legal Considerations: The ordinance was prepared by the City's Bond Counsel, Gilmore & Bell, P.C., and has been reviewed and approved as to form by the Law Department.

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

Attachment: Ordinance.

(Published in ***The Wichita Eagle*** on September 11, 2015) 132019

ORDINANCE NO. 50-077

A HOME RULE ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY TO PROVIDE FUNDS TO FINANCE THE INTELLIGENT TRANSPORTATION STUDY - TRAFFIC SIGNAL IMPROVEMENT PROJECT WITHIN THE CITY.

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

WHEREAS, Article 12, § 5 of the Constitution of the State of Kansas (the "Home Rule Amendment") and K.S.A. 12-101 empowers cities to determine their local affairs and government and provides that such power and authority granted thereby to cities shall be liberally construed for the purpose of giving to cities the largest measure of self-government; and

WHEREAS, the City is a city within the meaning of the Home Rule Amendment; and

WHEREAS, the City Council of the City (the "Governing Body") has previously authorized funding and allocated expenditures for the Intelligent Transportation Study Traffic Signal Improvement Project, Project No. 205382, OCA 706916 (the "Project"); and

WHEREAS, the Governing Body hereby finds and determines that it is in the best interests of the City and its citizens to issue taxable general obligation bonds (the "Bonds") to reimburse the City for certain Project expenditures; and

WHEREAS, there is no enactment of the Kansas legislature which authorizes the City to issue the Bonds to provide funds to finance the Project or which prohibits the City from issuing the Bonds to provide funds to finance the Project; and

WHEREAS, the Governing Body hereby further finds and determines that it is necessary and advisable and in the interest of the public health, safety and welfare of the City to authorize by home rule ordinance the issuance of the Bonds to provide funds to reimburse the City for Project expenditures.

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

Section 1. Public Benefit. The Governing Body hereby finds and determines that the Project is in the interest of the public health, safety and welfare of the City and its citizens and it is hereby ordered that the Project, including the financing and reimbursement of previous expenditures there for, be completed.

Section 2. Financing Authorization. The estimated total cost of the Project is $525,000. All or a portion of the City's previous expenditures allocated to the Project, interest on financing and administrative and financing costs shall be financed with the proceeds of Bonds, which are hereby

authorized to be issued for such purposes pursuant to the authority of the Home Rule Amendment and K.S.A. 12-101.

Section 3. **Effective Date**. This Ordinance shall take effect and be of force from and after its passage by the Governing Body and publication in the official City newspaper.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

PASSED by a majority vote of the City Council of the City of Wichita, Kansas, on September 8th,, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Jennifer Magana, City Attorney and Director of Law

(Signature Page to Ordinance)

CERTIFICATE

I, the undersigned, hereby certify that the above and foregoing is a true and correct copy of the original Ordinance No. _____ (the "Ordinance") of the City of Wichita, Kansas (the "City"); that said Ordinance was passed by the City Council on_____, 20__, that the record of the final vote on its passage is found on page ____ of journal ____; that the Ordinance was published in the official newspaper of the City on _____, 20__; and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date.

DATED: _____.

_____
Karen Sublett, City Clerk

(Signature Page to Certificate)

Second Reading Ordinances for September 1, 2015 (first read on August 25, 2015)

A. <u>Amending Ordinance for Two (2) Paving Projects and One (1) Sewer Project.</u> (Districts II and VI)

ORDINANCE NO. 50-069

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 49-878, LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING PAVEMENT ON 29TH STREET NORTH FROM 200 FEET EAST OF THE NORTHWEST CORNER OF STONEY POINTE ADDITION TO THE EAST A DISTANCE OF 515 FEET, TO SERVE STONEY POINTE ADDITION. (PROJECT NO. 490-301/472-84980)

ORDINANCE NO. 50-070

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE NO. 50-009, LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTING PAVEMENT ON 36TH STREET NORTH TO & INCLUDING A TURNAROUND, TO SERVE AGNES, HOUSE OF STEWARTS, JAMES C GREEN ADDITIONS, & UNPLATTED TRACTS, (PROJECT NO. 490-283/472-84992)

ORDINANCE NO. 50-071

AN ORDINANCE AMENDING AND SUPPLEMENTING ORDINANCE 49-993, LEVYING ASSESSMENTS ON LOTS, PIECES AND PARCELS OF LAND IN THE CITY OF WICHITA, KANSAS, FOR THE PURPOSE OF PAYING A PORTION OF THE COST OF CONSTRUCTION OF LATERAL 6, MAIN 20; SOUTHWEST INTERCEPTOR SEWER, South of 21st St. North, East of Hoover (468-84873/480-038).

Agenda Report No. II-12

City of Wichita
City Council Meeting
September 1, 2015

TO: Mayor and City Council

SUBJECT: SUB2015-00017 -- Plat of Cadillac Lake Addition Located on the Southeast Corner of Maize Road and 29th Street North (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)

Background: The site consists of 10 lots on 72.08 acres. A zone change (ZON2015-00013) has been approved from Single-Family Residential (SF-5) to Limited Commercial (LC) for a portion of the site. A portion of the site is subject to the Cadillac Lake Community Unit Plan (CUP2015-00005, DP-336).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for traffic, sewer, water and drainage improvements. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development. The applicant has submitted a Declaration of Cross-Lot Access and Easement to assure internal vehicular movement between the lots.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

Legal Considerations: The Law Department has reviewed and approved the Certificate of Petitions, Drive Approach Closure Certificate, Restrictive Covenant, Notice of CUP, Declaration of Cross-Lot Access and Easement and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Attachments: Certificate of Petitions
Drive Approach Closure Certificate
Restrictive Covenant
Notice of CUP
Declaration of Cross-Lot Access and Easement
Ordinance
Resolutions

COPY

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK)

We, Cadillac Lake, LLC, owner of Cadillac Lake Addition to Wichita, Sedgwick County, Kansas, do hereby certify that petitions for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Storm Water Drain
2. Sanitary Sewer Phase I
3. Sanitary Sewer Phase II
4. Water Phase I
5. Maize Road Turn Lanes
6. 29th Street Turn Lane Phase I
7. 29th Street Turn Lane Phase II
8. 29th Street Turn Lake Phase III

As a result of the above-mentioned petitions for improvements, lots or portions thereof within Cadillac Lake Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

Signed this 21st day of July, 2015.

CADILLAC LAKE, LLC

By: _____
Jerry Jones, Vice President

STATE OF KANSAS)
) SS
SEDGWICK COUNTY)

BE IT REMEMBERED that on this 21st day of July, 2015, before me, a Notary Public, in and for the County and State aforesaid, came Jerry Jones Vice President of Cadillac Lake, LLC, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same.

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

_____
Notary Public

SARAH E. HATTRUP
NOTARY PUBLIC
My Appt. Exp. 12/16/16
STATE OF KANSAS

My Commission Expires: December 16, 2016

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Jerry Jones, Vice President of Cadillac Lake, LLC, owner(s) of that certain real property to be known as Lots 8 and 9, Block 1, Cadillac Lake, an Addition to Wichita, Sedgwick County, Kansas, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on 29th Street North per said platting requirements shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita's specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 27th day of July, 2015

CADILLAC LAKE, LLC

By: _____
Jerry Jones, Vice President

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 27th day of July, 2015, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Jerry Jones, Vice President of Cadillac Lake, LLC, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

(SEAL) SARAH E. HATTRUP NOTARY PUBLIC My Appt. Exp. 12/16/16 STATE OF KANSAS

Sarah E. Hattrup
Notary Public

My Appointment Expires: December 16, 2016

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 7th day of August, 2015, by Cadillac Lake, LLC, the "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

Cadillac Lake, an Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Cadillac Lake an Addition to Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, wetlands, City park and associated amenities, pedestrian trails, drainage, Stormwater detention, landscape, and utilities confined to easements.

2. That at such time as Reserve "A" of Cadillac Lake Addition, is conveyed to the City of Wichita, these restrictions shall automatically terminate and be of no further force and effect.

3. That, if Reserve "A" is not conveyed to the City of Wichita by October 1, 2016, a Property Owner's Association shall be formed and incorporated as a non-profit corporation under Kansas Statutes at the Declarant's sole cost and expense. That Reserve "A", Cadillac Lake Addition, shall be conveyed to the Property Owner's Association upon its incorporation or within 30 days thereafter.

4. That the declaration of covenants and other provisions of the Property Owner's Association being formed shall provide specific pertinent language requiring that the Property Owner's Association shall include the first or any other subsequent phase or phases for the maintenance of any and all common areas contiguous to Reserve "A" Cadillac Lake, under the same scope of responsibility as the initial phase of development.

5. That the Owner hereby grants an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the common areas, as defined, for the purposes of maintaining such common areas. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the reserve in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarant or Lot Owner shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against the above-described real property in – Cadillac Lake, respectively, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

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

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to all lots, as platted in said Cadillac Lake, an Addition to Wichita, Sedgwick County, Kansas.

Executed the date and year first above written.

CADILLAC LAKE, LLC

By: _____
Jerry Jones, Vice President

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 7th day of August, 2015, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Jerry Jones, Vice President of Cadillac Lake, LLC, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

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

By: _____
Notary Public

SARAH E. HATTRUP
NOTARY PUBLIC
My Appt. Exp. 12/16/16
STATE OF KANSAS

(My Commission Expires: 12/16/16)

APPROVED AS TO FORM:

_____
Jennifer Magana, City Attorney and Director of Law

PEC Project No. 35-13735-5526
Restrictive Covenant

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 27th day of July, 2015, by Jerry Jones, Vice President of Cadillac Lake, LLC, hereafter called "Declarant,"

WITNESSETH

WHEREAS, Declarant is the owner of the following-described property:

Cadillac Lake Addition
Lots 1 through 9, Block 1

And

WHEREAS, Declarant is desirous to file notice that a community unit plan approved by the City of Wichita is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved community unit plan Cadillac Lake, DP - 336 has placed restrictions on the use and requirements on the development of the above-described real property. The community unit plan shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lots 1 through 9, Block 1, Cadillac Lake, an Addition to Wichita, Sedgwick County, Kansas.

EXECUTED the day and year first written above.

CADILLAC LAKE, LLC

By: _____
Jerry Jones, Vice President

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 27th day of July, 2015, before me, the undersigned, a Notary Public in and for the State and County aforesaid, came Jerry Jones, Vice President of Cadillac Lake, LLC, to me personally known to be the person who executed the foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last above written.

(SEAL)

SARAH E. HATTRUP
NOTARY PUBLIC
My Appt. Exp. 12/16/16
STATE OF KANSAS

Notary Public

My Appointment Expires: December 16, 2016

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney and Director of Law

DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this 27th day of July, 2015, by the undersigned.

A. The undersigned is the owner of Cadillac Lake, an Addition to Wichita, Sedgwick County, Kansas.

B. The undersigned desires to provide for cross lot access and easements for pedestrian and vehicular traffic over and across said Lots.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants to and for the benefit of each of their respective lots, for the convenience of the owners and employees, customers, and invitees of the owners thereof, mutual non-exclusive easements and rights-of-way for the purpose of ingress and egress of vehicular and pedestrian traffic along and across those portions of the respective Lots to be established as driveways and sidewalks from time to time. Said easements are for the purpose of providing ingress and egress between and for the benefit of each of the Lots, the owners thereof, their employees, customers and invitees. There shall be erected no fence or other barrier which would prevent or obstruct the passage of such vehicular and pedestrian traffic between said Lots; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said Lots. The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Lots, their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

CADILLAC LAKE, LLC

By: _____
Jerry Jones, Vice - President

STATE OF KANSAS)
)SS
SEDGWICK COUNTY)

Personally appeared before me a notary public in and for the County and State aforesaid Jerry Jones, Vice-President of Cadillac Lake, LLC, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated this 27th day of July, 2015.

Notary Public

SARA E. HATTRUP
NOTARY PUBLIC
My Appt. Exp. 12/16/16
STATE OF KANSAS

My Commission Expires December 16, 2016

APPROVED AS TO FORM:

Jennifer Magaña, City Attorney& Director of Law

(OCA150004)

Published in The Wichita Eagle on September 11, 2015

ORDINANCE NO. 50-076

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

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

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

Case No. ZON2015-00013

Zone change request from Single-Family Residential (SF-5) to Limited Commercial (LC) on property described as:

Lots 1 through 9, Block 1, Cadillac Lake, an Addition to Wichita, Sedgwick County, Kansas.

Generally located on the Southeast corner of Maize Road and 29th Street North.

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 8th day of September, 2015.

ATTEST:

_____ _____

Karen Sublett, City Clerk Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

_____

Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-268

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 5, MAIN 6, NORTHWEST INTERCEPTOR SEWER – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (468-85058).

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

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

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a sanitary sewer lateral (Lateral 5, Main 6, Northwest Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Two Hundred Sixteen Thousand Dollars ($216,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lots 1 through 8, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 1, Block 1 shall pay 11.70%
Lot 2, Block 1 shall pay 9.09%
Lot 3, Block 1 shall pay 6.45%
Lot 4, Block 1 shall pay 6.85%
Lot 5, Block 1 shall pay 4.27%
Lot 6, Block 1 shall pay 6.28%
Lot 7, Block 1 shall pay 2.29%
Lot 8, Block 1 shall pay 53.07%
of the Improvement District portion of the total cost

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$56,508.90** assessed among all property Improvement District on a fractional basis as described below:

Lot 1, Block 1 shall pay 11.70%
Lot 2, Block 1 shall pay 9.09%
Lot 3, Block 1 shall pay 6.45%
Lot 4, Block 1 shall pay 6.85%
Lot 5, Block 1 shall pay 4.27%
Lot 6, Block 1 shall pay 6.28%
Lot 7, Block 1 shall pay 2.29%
Lot 8, Block 1 shall pay 53.07%
of the total of such benefit fees.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-269

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (LATERAL 6, MAIN 6, NORTHWEST INTERCEPTOR SEWER – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (468-85059).

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

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

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of a sanitary sewer lateral (Lateral 6, Main 6, Northwest Interceptor Sewer), including necessary sewer mains and appurtenances to serve the Improvement District defined below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Seventy Thousand Dollars ($70,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lots 9 and 10, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 9, Block 1 shall pay 63.43%
Lot 10, Block 1 shall pay 36.57%
of the Improvement District portion of the total cost

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed sewer main improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$16,176.40** assessed among all property Improvement District on a fractional basis as described below:

Lot 9, Block 1 shall pay 63.43%
Lot 10, Block 1 shall pay 36.57%
of the total of such benefit fees.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-270

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (TURNING LANES ON 29TH STREET NORTH – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (472-85234).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of pavement for turning lanes on 29th Street North with drainage to be installed and where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Sixty Thousand Dollars ($160,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lots 4 through 8, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 4, Block 1 shall pay 9.41%
Lot 5, Block 1 shall pay 5.87%
Lot 6, Block 1 shall pay 8.63%
Lot 7, Block 1 shall pay 3.14%
Lot 8, Block 1 shall pay 72.95%
of the Improvement District portion of the cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-271

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (TURNING LANES ON 29TH STREET NORTH – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (472-85235).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of pavement for turning lanes on 29th Street North with drainage to be installed and where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Ten Thousand Dollars ($110,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lot 9, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 9, Block 1 shall pay 100% of the Improvement District portion of the total cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-272

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (TURNING LANES ON 29TH STREET NORTH – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (472-85236).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of pavement for turning lanes on 29th Street North with drainage to be installed and where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **One Hundred Thousand Dollars ($100,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lot 10, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 10, Block 1 shall pay 100% of the Improvement District portion of the total cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-273

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (TURNING LANES ON MAIZE ROAD – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (472-85237).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of pavement for turning lanes on Maize Road with drainage to be installed and where necessary (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Three Hundred Sixty Thousand Dollars ($360,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lots 1 through 4, Block 1
Lot 8, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 1, Block 1 shall pay 13.43%
Lot 2, Block 1 shall pay 10.43%
Lot 3, Block 1 shall pay 7.40%
Lot 4, Block 1 shall pay 7.85%
Lot 8, Block 1 shall pay 60.89%
of the Improvement District portion of the total cost.

In the event that the driveway approaches and curb cuts are not included within the scope of the Improvements and the estimated cost thereof as set forth in subsection (b) above, the costs of such driveway approaches and curb cuts so constructed shall be directly assessed to the property benefitted thereby in addition to the assessments levied for the Improvements. In the event all or part of the lots or parcels in the proposed Improvement District are reconfigured before or after assessments have been levied, the assessments against the replatted area shall be recalculated on a square foot basis.

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-274

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (STORM WATER DRAIN NO. 404 – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (468-85057).

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

Construction of storm water drain improvements (Storm Water Drain No. 404), within Reserve "A" and various earthwork within all areas of the Improvement District described below (the "Improvements").

(b) The estimated or probable cost of the Improvements is **Eight Hundred Fifty Thousand Dollars ($850,000)**, exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lots 1 through 10, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 1, Block 1 shall pay 9.10%
Lot 2, Block 1 shall pay 7.06%
Lot 3, Block 1 shall pay 5.01%
Lot 4, Block 1 shall pay 5.32%
Lot 5, Block 1 shall pay 3.32%
Lot 6, Block 1 shall pay 4.88%
Lot 7, Block 1 shall pay 1.78%
Lot 8, Block 1 shall pay 41.27%
Lot 9, Block 1 shall pay 14.12%
Lot 10, Block 1 shall pay 8.14%
of the Improvement District portion of the cost.

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

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

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

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

132019

(Published in the ***Wichita Eagle***, on September 4, 2015)

RESOLUTION NO. 15-275

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS; MAKING CERTAIN FINDINGS WITH RESPECT THERETO; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENTS IN ACCORDANCE WITH SUCH FINDINGS (WATER DISTRIBUTION SYSTEM IMPROVEMENTS – CADILLAC LAKE/SOUTH OF MAIZE, EAST OF 29TH STREET NORTH) (448-90686).

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

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

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

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

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

Section 1. **Findings of Advisability**. The Governing Body hereby finds and determines that:

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

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

(b) The estimated or probable cost of the Improvements is **Sixty-Four Thousand Dollars ($64,000),** exclusive of interest on financing and administrative and financing costs; said estimated amount to be increased at the pro rata rate of 1 percent per month from and after the date of submission of the Petition to the City. If expenses have been incurred for the Improvements and construction has not

started within two years of the initial design contract, the Improvements will be deemed abandoned and expenses incurred to date will be assessed against property in the Improvement District defined below in accordance with the provisions thereof.

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

CADILLAC LAKE
Lots 1 through 8, Block 1

(d) The method of assessment is: **on a fractional basis as described below**.

Lot 1, Block 1 shall pay 11.70%
Lot 2, Block 1 shall pay 9.09%
Lot 3, Block 1 shall pay 6.45%
Lot 4, Block 1 shall pay 6.85%
Lot 5, Block 1 shall pay 4.27%
Lot 6, Block 1 shall pay 6.28%
Lot 7, Block 1 shall pay 2.29%
Lot 8, Block 1 shall pay 53.07%
of the Improvement District portion of the total cost

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

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

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

(g) The undersigned acknowledge that property within the proposed Improvement District is subject to benefit fees to be imposed as a result of previously constructed water main improvements that benefit the property within the proposed Improvement District. Such benefit fee shall be imposed pursuant to K.S.A. 12-6a19, in the following manner: **$29,385.93** assessed among all property Improvement District on a fractional basis as described below:

Lot 1, Block 1 shall pay 11.70%
Lot 2, Block 1 shall pay 9.09%
Lot 3, Block 1 shall pay 6.45%
Lot 4, Block 1 shall pay 6.85%
Lot 5, Block 1 shall pay 4.27%
Lot 6, Block 1 shall pay 6.28%
Lot 7, Block 1 shall pay 2.29%
Lot 8, Block 1 shall pay 53.07%
of the total of such benefit fees.

Section 2. **Authorization of Improvements**. The Improvements are hereby authorized and ordered to be made in accordance with the findings of the Governing Body as set forth in ***Section 1*** of this Resolution.

Section 3. **Plans and Specifications**. The City Engineer shall prepare plans and specifications for said Improvements and a preliminary estimate of cost therefore, which plans, specifications and estimate shall be presented to the Governing Body for its approval.

Section 4. **Bond Authority; Reimbursement**. The Act provides for the Improvements to be paid by the issuance of general obligation bonds or special obligation bonds of the City (the "Bonds"). The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 5. **Effective Date**. This Resolution shall be effective upon adoption. This Resolution shall be published one time in the official City newspaper, and shall also be filed of record in the office of the Register of Deeds of Sedgwick County, Kansas.

ADOPTED by the City Council of the City of Wichita, Kansas, on September 1, 2015.

(SEAL)

_____
Jeff Longwell, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Jennifer Magaña, City Attorney and Director of Law

Agenda Item No. II-13

City of Wichita
City Council Meeting
September 1, 2015

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3)
Supplemental Agreement No. 25, Terminal Design Amendments
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP). In 2005, HNTB Corporation (HNTB) was selected through the Staff Screening Process as the design team to plan, integrate, and sequence on a campus-wide basis various related elements of the overall terminal area redevelopment program. The intent and practice has been that supplemental agreements would be entered into each time a new project element was added. Utilizing HNTB for these elements ensures consistency and efficiencies between complex and related program components regardless of the funding source.

Analysis: A supplemental agreement has been developed for engineering and architectural services for the following two items:

1. TSA Office Suite – Design, preparation of plans and specifications, bidding assistance, and construction phase services to provide the Transportation Security Administration (TSA) Office Suite in the new terminal building.

2. Extended Terminal Building Construction Completion – HNTB's Supplemental Agreement No. 16, which was executed nearly a year before construction began in 2012, included an anticipated schedule of construction completion and subsequently established a contract completion date of December 31, 2014. Supplemental Agreement No. 24, approved August 9, 2014, projected that contract closeouts would be complete by July 1, 2015. Since the new terminal opened on June 3, 2015, this item is for services to extend the facility inspection, construction administration, and document closeout period to October 1, 2015, which coincides with the termination of the AECOM program and construction management contract that was previously approved by the Wichita Airport Authority (WAA).

Financial Considerations: The total cost of the additional services with HNTB is a not-to-exceed amount of $191,956. The cost of the design and construction services for the TSA offices is $152,581, which will be reimbursed by the federal government as part of the overall project cost. The cost of the ACT 3 closeout services time extension is $39,375. The approved capital budgets for both projects include funds to cover these expenses.

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

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

Attachment: HNTB Supplemental Agreement No. 25.

SUPPLEMENTAL AGREEMENT NO. 25

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE WICHITA AIRPORT AUTHORITY, "OWNER",

AND

HNTB CORPORATION, "CONSULTANT",

WITNESSETH:

WHEREAS, there now exists a Contract, dated July 18, 2006, between the two parties covering professional services to be provided by the CONSULTANT in conjunction with the construction of improvements to Wichita Mid-Continent Airport.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

A. The Scope of Services as defined in the Original Scope of Services and as amended in Supplemental Agreements 1 through 24, is hereby amended to include the services described in Exhibit SA25-A.

II. TIME OF SERVICES

A. CONSULTANT shall commence work on services included in Exhibit SA25-A upon receipt of Authorization to Proceed (ATP) from the OWNER. Completion of services for these items is as defined in Exhibit SA25-B.

III. PAYMENT PROVISIONS

The fee in ARTICLE IV, A3, shall be amended to include the following:

A. Payment to the CONSULTANT for the performance of the professional services required by this Supplemental Agreement shall be made on the basis of the total lump sum amount of $191,156. The total payments to CONSULTANT for

services required by this Supplemental Agreement shall not exceed $191,956. Payments shall be made based on the Fee Schedule in Exhibit SA25-C.

IV. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, are incorporated into this Supplemental Agreement unless modified herein. The parties agree that the original contract terms are similarly incorporated into Supplemental Agreements No. 1-24 and that the terms of the original agreement and all prior supplemental agreements are re-adopted by this agreement.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT executes this Supplemental Agreement as of this _____ day of _____, 2015.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Jeff Longwell, President
"OWNER"

By: _____
Victor White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Director of Law

ATTEST:

HNTB CORPORATION
715 KIRK DRIVE
KANSAS CITY, MO 64105

By: _____

By: _____

Title: Senior Project Manager

Title: Vice President

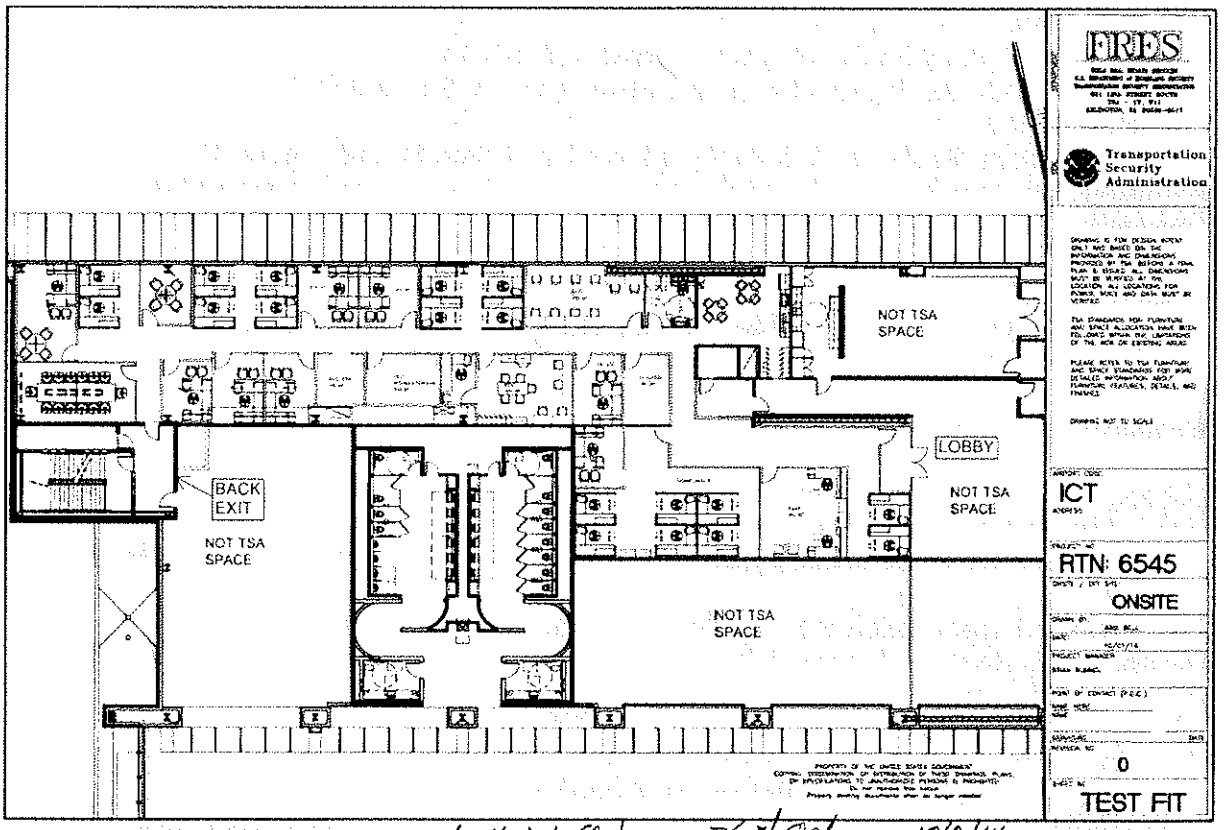
ATTACHMENTS:

Exhibit SA25-A - Scope of Services
Exhibit SA25-B - Time of Services
Exhibit SA25-C - Fee Schedule, with supporting documents

SCOPE OF SERVICES

ASP 54 – TSA Office Suite

ASP 54 is for design and construction phase services to provide the TSA Office Suite as shown in the plan dated 10/2/14 and the Referenced Documents listed below. The scope includes the lobby and back exit areas marked on the plan, and other scope outside these areas as required to support the TSA Office Suite.



Approved Keith Osborn Keith Osborn 10/2/14
P&D ECT

Scope of Services

The services include:

1. Architecture, MEP engineering, fire protection engineering, IT and security design, and code consulting.
2. Confirm design requirements, based on plan shown above and referenced documents.
3. Prepare 30% design documents for review by WAA, TSA and GSA. Digital submission.
4. Prepare 90% construction drawings and specifications for review by WAA, TSA and GSA. Digital and hard copy submission.
5. Prepare 100% construction drawings and specifications.
6. Provide assistance with bid process (scope to be bid as separate project).

7. Provide construction phase services, including up to 16 on-site reviews, including punch list reviews.

Referenced Documents:

1. Lease No. GS-06P-LKS41032, last dated 2/19/15, with the following paragraphs deleted:
   a. 3.16 Energy Independence and Security Act
   b. 3.47 Energy Efficiency and Conservation for New Construction
   c. 3.53 Systems Commissioning
2. TSA Field Office Program of Requirements
3. Test Fit plan dated 10/2/14 (copy included above), with CAD version to be provided to HNTB by TSA.
4. TSA Security Plan by Paul L. Polydores, dated 12/14/2014
5. Section III-C POR for Physical Security Construction and Security Equipment Specifications, dated 8/21/2013
6. Physical Security Scope of Work for the Installation of High Security Locks, Duress Alarms Intrusion Detection System, Hirsch Electronic Access Control, Video Intercom/Door Answering System with Door Lock Release, and CCTV System for the TSA occupied space at: Wichita Mid-Continent Airport, not dated.
7. MegaCenter Alarm Requirements (MAR), last revised 12/16/2014
8. Wichita Mid-Continent Airport – TSA Network SOW (Scope of Work), developed 11/19/2014
9. Security Requirements - Facility Security Level II, REV 4/10/2013

The services do not include:

1. Changes to areas of the existing building other than those described above, unless needed for systems supporting the TSA Office Suite.
2. Back check of the space layout provided by TSA against TSA space standards and furniture layouts.
3. Selection and specification of FF&E (furniture, fixtures and equipment). (Coordination of architectural, electrical and special systems with FF&E, including cabling through systems furniture, is included.)
4. Changes to the structure or exterior envelope of the building.
5. Changes to toilet facilities.
6. Changes to provide MERV 13 filtration at air-handling units.
7. Changes to relocate Mechanical/Plumbing shutoffs out of TSA space beyond those that are determined to be feasible to relocate. (Locations of remaining shutoff will be considered and the finished space will be designed to limit the impact to TSA personnel of routine maintenance.)
8. Paging system design.
9. More than three design meetings at the airport related to this scope.
10. Front end specifications. (To be prepared by Program/ Construction Manager.)
11. Cost estimating.
12. Coordination/management of the construction phase. (To be provided by Program/Construction Manager.)

TIME OF SERVICES

Following receipt of Authorization to Proceed (ATP), services for the following items are to be provided as indicated:

ASP 54 – TSA Office Suite

The anticipated schedule is as follows:

1. 30% design documents	6 weeks after Authorization to Proceed (ATP)
2. Airport/TSA/GSA review	1 week
3. 90% construction documents	8 weeks
4. Airport/TSA/GSA review	3 weeks
5. 100% construction documents	3 weeks
6. Airport/TSA/GSA review	3 weeks
7. Bid and construction phases	To be determined

This Supplemental Agreement is based on all design team services related to the TSA Office Suite, including construction and project closeout phases, being completed within 52 weeks after ATP.

ASP 55 – Extended Terminal Building Construction Completion

The anticipated schedule is as follows:

This Supplemental Agreement is based on design team services for the Terminal Building (Package 12), including all closeout related services, being completed no later than October 1, 2015.

FEE SCHEDULE

1. Payment for the following items shall be made on the basis of a lump sum for each item, for a total lump sum amount of $191,956.

ASP 54	add	$152,581
ASP 55	add	$39,375
Lump sum total		$191,956

Supporting documents for each ASP follow.

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 6/30/2015

TSA Office Suite
Additional Services Request No. 54
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	548	$48.19	$26,410
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.39%		$38,133
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$64,543
4.	**Fixed Fee**	15.00%		$9,681
5.	**Subtotal of Items 3 and 4**			$74,224
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		750	
	Printing and Deliveries		300	
	Other Expenses		0	
	Total Direct Non-salary Expenses			$1,050
7.	**Subtotal of Items 5 and 6**			$75,274
8.	**Subconsultant Costs**			
	GLMV		22,829	
	PEC - MEP		50,540	
	FSC Inc (code/life safety only)		3,938	
				77,307
	Total Proposed Cost			152,581

PEC scope includes mechanical (including related noise control), fire protection, fire alarm, electrical, IT/Communications and security/access control system design.

HNTB

	Architecture Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical/ CAD	Total Hours	Fee Estimate
Rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	9	9	9	9	9	9	9		
Current Rates	122.40	116.12	72.95	65.62	49.10	36.98	26.76		
Design									
Confirm design requirements			8	24			24	56	2,801
Preliminary design			4	20			60	84	3,210
Drawings				20			88	108	3,667
Specifications				12				12	787
Meetings			20	20			16	56	3,200
Coordinate disciplines				24			48	72	2,859
QC			32					32	2,334
Other				8			16	24	953
Total Design								444	19,812
Bid Phase									
General assistance				8			8	16	739
Other								0	0
Total Bid Phase								16	739
Construction Phase									
Submittal reviews				8				8	525
Site reviews				8				8	525
Meetings			8	4				12	846
Project closeout			6	6			8	20	1,045
Other								0	0
Total Construction Phase								48	2,941
General									
Proposal preparation			10					10	729
Project management			30					30	2,188
Other								0	0
Total General								40	2,918
Total Direct Salary Costs		0	118	162	0	0	268	548	26,410
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			144.39%		38,133
Total Labor Cost									64,543
Fixed Fee							15.00%		9,681
Total Fee									74,224
Travel and Subsistence									750
Printing and Deliveries									300
Other Expenses									0
Estimated Expenses									1,050
Total Proposed Cost									75,274
Explanation:									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 54 - TSA Office Suite

03/20/15

GLMV

	Principal	Project Manager	Senior Architect	Architect	Staff	Tech	Clerical	Total Hours	Fee Estimate
Rates	55.31	36.06	29.67	25.72	22.21	18.99	14.50		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	9	9	9	9	9	9	9		
Current Rates	72.17	47.05	38.71	33.56	28.98	24.78	18.92		
Design									
Confirm design requirements		4	4					8	343
Preliminary design								0	0
Drawings (Drs/Frames/Hrdwr)			12		16			28	928
Specifications (24 sections)		24					12	36	1,356
Meetings		2	6					8	326
Other								0	0
Total Design								80	2,954
Bid Phase									
General assistance		2	8				4	14	479
Other								0	0
Total Bid Phase								14	479
Construction Adminstration									
Submittal reviews				16			3	19	594
Site reviews		2		54			6	62	2,020
Meetings				4				4	134
Project closeout (including As-Builts)				10	4		2	16	489
Other								0	0
Total Construction Adminstration								101	3,237
General									
Proposal preparation		1						1	47
Other								0	0
Total General								1	47
Total Direct Salary Costs								196	6,717
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			191.00%		12,830
Total Labor Cost									19,547
Fixed Fee							15.00%		2,932
Total Fee									22,479
Travel and Subsistence									200
Printing and Deliveries									150
Other Expenses									0
Estimated Expenses									350
Total Proposed Cost									22,829
Other									

PEC (ELECTRICAL)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Annual escalation									
Years									
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Design									
Confirm design requirements			8					8	270
Preliminary design			16			12		28	783
Drawings (Power and Lighting)			40			40		80	2,160
Specifications			16					16	541
Meetings			12					12	406
Fire Alarm (performance spec)			8			4		12	351
Data			12			8		20	567
Security/Access Control			30			16		46	1,337
Other								0	0
Total Design								222	6,416
Bid Phase									
General assistance			16			8		24	702
Other								0	0
Total Bid Phase								24	702
Construction Phase									
Submittal reviews			16					16	541
Site reviews			40					40	1,352
Meetings			8					8	270
Project closeout								0	0
Other								0	0
Total Construction Phase								64	2,163
General									
Proposal preparation			2					2	68
Other								0	0
Total General								2	68
Total Direct Salary Costs								2	9,349
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				149.74%		13,999
Total Labor Cost									23,348
Fixed Fee							15.00%		3,502
Total Fee									26,850
									0
Printing and Deliveries									100
Mileage									150
									0
									0
CADD @ $18.00/hr						88			1,584
Estimated Expenses									1,834
Total Proposed Cost									28,684

Explanation: Original electrical fee ($16,670) plus added scope of work: fire alarm design (performance specification including device layout), IT/Communications design, and Security/Access Control System design.

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 54 - TSA Office Suite

06/29/15

PEC (MECHANICAL/PLUMBING) REVISED TO INCLUDE FIRE PROECTION AND MECH SOUND CONTROL

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Annual escalation									
Years									
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Design									
Confirm design requirements	7		7					14	552
Preliminary design	5		11			6		22	718
Drawings			56			44		100	2,782
Specifications			15					15	507
Meetings	2		6					8	293
Other								0	0
Total Design								159	4,851
Bid Phase									
General assistance	2		10			4		16	509
Other								0	0
Total Bid Phase								16	509
Construction Phase									
Submittal reviews			11					11	372
Site reviews			32					32	1,082
Meetings	2		2					4	158
Project closeout	1		1					2	79
Other								0	0
Total Construction Phase								49	1,690
General									
Proposal preparation	3							3	135
Other								0	0
Total General								3	135
Total Direct Salary Costs								3	7,185
Labor and General & Administrative Overhead			Percentage of Direct Salary Costs				149.74%		10,758
Total Labor Cost									17,943
Fixed Fee							15.00%		2,691
Total Fee									20,634
									0
Printing and Deliveries									100
Mileage									150
									0
									0
CADD @ $18.00/hr						54			972
Estimated Expenses									1,222
Total Proposed Cost									21,856

Explanation: Original mechanical and plumbing fee ($17,419) plus added scope of work: fire protection (performance specification) and mechanical sound control calculations and integration.

06/30/15

FSC (Life Safety)

	Principal	Project Manager	Fire Prot. Specialist	CAD Tech			Clerical	Total Hours	Fee Estimate
Rates	73.46	64.55	51.20	31.16	0.00	0.00	26.71		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	9	9	9	9	9	9	9		
Current Rates	95.85	84.22	66.80	40.66	0.00	0.00	34.85		
Design									
Confirm design requirements			4					4	267
Preliminary design								0	0
Drawings			4	10				14	674
Specifications								0	0
Meetings		4						4	337
Other								0	0
Total Design								22	1,278
Bid Phase									
General assistance		2						2	168
Other								0	0
Total Bid Phase								2	168
Construction Administration									
Review submittals								0	0
Site reviews								0	0
Meetings			2					2	134
Project closeout								0	0
Other As-built drawings								0	0
Total Construction Administration								2	134
General									
Proposal preparation		1						1	84
Other								0	0
Total General								1	84
Total Direct Salary Costs								27	1,664
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			100.55%		1,673
Total Labor Cost									3,337
Fixed Fee							15.00%		501
Total Fee									3,838
Travel and Subsistence									
Printing and Deliveries									100
Other Expenses									0
Estimated Expenses									100
Total Proposed Cost									3,938

Qualifications:

Building Code (IBC) to be used for this TSA tenant finish in lieu of NFPA 101.

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
Estimated Cost of Consultant's Services
HNTB Architecture 6/24/2015

Extension of Terminal Building Construction Phase Services
Additional Services Proposal 55 - Extended Terminal Building Construction Completion
HNTB Project 34912

		Hours	Avg Rate	Cost
1.	**Direct Salary Costs**			
	Total Direct Salary Costs	107	$69.80	$7,469
2.	**Labor and General & Administrative Overhead**			
	Percentage of Direct Salary Costs	144.67%		$10,805
3.	**Total Labor Cost - Subtotal of Items 1 and 2**			$18,274
4.	**Fixed Fee**	15.00%		$2,741
5.	**Subtotal of Items 3 and 4**			$21,015
6.	**Direct Non-Salary Expenses**			
	Transportation and Subsistence		270.00	
	Printing and Deliveries		50.00	
	Other Expenses		0.00	
	Total Direct Non-salary Expenses			$320
7.	**Subtotal of Items 5 and 6**			$21,335
8.	**Subconsultant Costs**			
	GLMV Architecture		11,510	
	PEC - MEP		6,530	
				18,040
	Total Proposed Cost			39,375

Delayed Start of Terminal Building Construction
Additional Services Proposal 55 - Extended Terminal Building Construction Completion

	Architecture Principal	Senior Terminal Planner	Project Manager	Senior Project Architect	Project Architect	Architect	Clerical	Total Hours	Fee Estimate
2006 rates	93.81	89.00	55.91	50.29	37.63	28.34	20.51		
Annual escalation	3%	3%	3%	3%	3%	3%	3%		
Years	9	9	9	9	9	9	9		
Current Rates	122.40	116.12	72.95	65.62	49.10	36.98	26.76		
HNTB Architecture Services									
Construction Adminstration									
Meetings, phone calls, correspondence (13 weeks)			26		13			39	2,535
Trips			8					8	584
Project Management									
Proposal and contract changes			8					8	584
Project mgt & admin (13 weeks)	6		39				7	52	3,767
Total Hours and Fee Estimate								107	7,469

Expenses				
Trips to Wichita	1	trips @	220.00	220
Flights to Wichita	0	trips @		0
Meals	1	days @	50.00	50
Hotel	0	days @	120.00	0
Travel and Subsistence				270
Printing				50
Estimated Expenses				320

GLMV

	Principal	Project Manager	Senior Architect	Architect	Staff	Tech	Clerical	Total Hours	Fee Estimate
Rates	55.31	36.06	29.67	25.72	22.21	18.99	14.50		
Annual escalation	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Years	9	9	9	9	9	9	9		
Current Rates	72.17	47.05	38.71	33.56	28.98	24.78	18.92		
Construction Adminstration									
Meetings, phone calls, correspondence (13 weeks)		6			26			32	1,036
Additional site coordination		13		52				65	2,357
Other								0	0
Total Construction Adminstration								97	3,392
General									
Proposal preparation		1						1	47
Other								0	0
Total General								1	47
Total Direct Salary Costs								98	3,440
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			191.00%		6,569
Total Labor Cost									10,009
Fixed Fee							15.00%		1,501
Total Fee									11,510
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									11,510
Other									

Wichita Mid-Continent Airport - Terminal Area Redevelopment Project
HNTB Architecture - Estimate of Hours and Fees
ASP 55 - Extended Terminal Building Construction Completion

06/19/15

PEC (MEP)

	Principal	Project Manager	Project Engineer	Design Engineer	Tech	Drafter	Clerical	Total Hours	Fee Estimate
Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Annual escalation									
Years									
Current Rates	45.00	38.75	33.80	25.20	24.60	20.20	0.00		
Construction Adminstration									
Meetings, phone calls, correspondence (13 weeks)		4	26					30	1,034
Additional site coordination			26					26	879
Other								0	0
Total Construction Adminstration								56	1,913
General									
Proposal preparation		1						1	39
Other								0	0
Total General								1	39
Total Direct Salary Costs								57	1,951
Labor and General & Administrative Overhead				Percentage of Direct Salary Costs			191.00%		3,727
Total Labor Cost									5,678
Fixed Fee							15.00%		852
Total Fee									6,530
Travel and Subsistence									0
Printing and Deliveries									0
Other Expenses									0
Estimated Expenses									0
Total Proposed Cost									6,530
Other									

RECEIVED
AUG 19 2015
W.A.A.

City of Wichita
City Council Meeting
September 1, 2015

TO: Wichita Airport Authority

SUBJECT: Runway Repairs
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the project budget.

Background: In late-November 2013, a Boeing 747 aircraft (the "Dreamlifter") mistakenly landed at Jabara Airport instead of its intended destination at McConnell Air Force Base. The runway pavements at the airport were not designed to handle the weight of an aircraft that large, and as a result, the incident caused significant pavement damage at the south end of the runway where the aircraft stopped and turned around. In addition to addressing the pavement damage caused by the Dreamlifter, during the subsequent engineering analysis and project design, other areas on the runway were found that are showing distress and need to be corrected.

Analysis: This project will replace the pavement damaged by the Dreamlifter, plus replace pavement and perform corrective action in other areas of the runway that require adjustment. Combining the two areas needing repair into a single project limits the times of runway closure and lessens the impact to airport customers to a single construction event.

Financial Considerations: The project budget requested is $425,000. Atlas Air, Inc. (the operator of the Dreamlifter) is expected to cover the expenses related to the Dreamlifter damage, which is estimated to be approximately half of the total project cost. The remainder of the costs will be funded with available funds of the Airport and the issuance of general obligation bonds repaid with Airport revenue. The Adopted 2015-2024 Capital Improvement Program (CIP) includes funding of $160,000 to address airfield pavements at Jabara Airport. The airport-funded portion of the project budget is reliant upon the repurposing of $100,000 of airport development and facility improvement funds in the CIP for Jabara Airport, and the redirection of $110,000 in CIP funds not required by a maintenance building project at Eisenhower National Airport.

Legal Considerations: The airline responsible for the Dreamlifter transport accidental landing has acknowledged responsibility for the runway damage, and has participated in paying for preliminary expenses. The Wichita Airport Authority anticipates full restitution from this party for the loss, after possible adjustment for ordinary wear and tear that both predated and followed the loss event.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the project budget.

Attachments: None.

City of Wichita
City Council Meeting
September 1, 2015

TO: Wichita Airport Authority

SUBJECT: U.S. General Services Administration
Lease Amendments
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the lease amendments.

Background: The U.S. General Services Administration (GSA) handles all leasing matters for the Transportation Security Administration (TSA), which occupies space within the new airline terminal that is used for passenger and baggage screening personnel and equipment, as well as several administrative offices adjacent to the security checkpoint. This space is called "Block A" by the TSA. In addition, the TSA is funding the design and construction of a new suite of statewide and regional offices in the new terminal, which is referred to as "Block B," to replace the existing offices located in the old terminal. The Airport was selected by the GSA and TSA last year to house the statewide offices after the agencies conducted a competitive search for suitable office space elsewhere in Wichita.

Analysis: The lease agreement for the new Block A and Block B spaces (Lease Number GS-06P-LKS41032 – referred to as "Lease No. 2") was approved by the Wichita Airport Authority (WAA) on February 10, 2015 prior to the occupancy dates being known for the opening of the new terminal. The GSA is now desirous of amending the lease agreement to reflect the date of beneficial occupancy for Block A beginning on July 16, 2015 and continuing until July 15, 2025. Since the GSA and TSA have not yet completed the design of the replacement statewide offices in the new terminal, the Block B space lease term will begin upon substantial completion of the new office suite and will continue until July 15, 2025. The existing lease agreement for the current TSA space in the old terminal (Lease Number GS-06P-LKS31036 – referred to as "Lease No. 1") is being modified to account for the functions that are now being conducted in the new Block A space by removing 3,025 square feet of rentable space from the existing statewide office suite and transferring the space to Lease No. 2. There is no adjustment of rent to the Airport with this space transfer between leases. This lease amendment also provides for a termination date tied to substantial completion of the new Block B space.

Financial Considerations: There are no changes to the financial terms of the existing agreements as a result of these lease amendments.

Legal Considerations: The lease amendments have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the WAA approve the lease amendments, and authorize the Director of Airports to sign all necessary documents.

Attachments: Lease Number GS-06P-LKS31036 Lease Amendment No. 1, and Lease Number GS-06P-LKS41032 Lease Amendment No. 2.

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT NO. 02 TO LEASE NO. GS-06P-LKS41032
ADDRESS OF PREMISES Wichita Dwight D. Eisenhower National Airport 2277 Eisenhower Airport Parkway Wichita, Kansas 67209-1958	PDN Number: PS0031348

THIS AMENDMENT is made and entered into between **The Wichita Airport Authority**

whose address is: **2173 South Air Cargo Road**
Wichita, Kansas 67209-1958

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to establish the substantial completion date of Tenant Improvements for the Block A space.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended effective **July 16, 2015** as follows:

1. The LEASE TERM paragraph of the Lease is deleted in its entirety and replaced with the following:

   Block A:
   To Have and To Hold the said Premises with its appurtenances for the term beginning on **July 16, 2015** through **July 15, 2025,** subject to termination and renewal rights as may be hereinafter set forth.

   Block B:
   To Have and To Hold the said Premises with its appurtenances for the term beginning at **substantial completion** through **July 15, 2025**, subject to termination and renewal rights as may be hereinafter set forth. The commencement date of Block B, along with any applicable termination and renewal rights, shall more specifically be set forth in a Lease Amendment upon substantial completion and acceptance of the space by the Government.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.
IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Joseph J. Schurle
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6P1RW
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

2. Paragraph 1.03 A of the Lease is deleted in its entirety and replaced with the following:

   A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

	Annualized						
	Term	**RSF**	**ABOA SF**	**Shell Cost**	**Operating Cost**	**Annual Parking Cost ***	**Total Annual Rent**
Block A	July 16, 2015 – July 15, 2025	2,774	2,412	$75,369.58	$11,456.62	$672.00	$87,498.20
Block B	Substantial Completion – July 15, 2025	7,452	6,480	$129,590.28	$30,776.76	--	$160,367.04
Total		**10,226**	**8,892**	**$204,959.86**	**$42,233.38**	**$672.00**	**$247,865.24**

** 5 free parking spaces (secured). Additional spaces (4) at $14.00 / month / space (secured).*

3. Paragraph 1.05 B of the Lease is deleted in its entirety and replaced with the following:

   B. The Government may terminate this Lease, in whole or in part, at any time effective after July 15, 2018, by providing not less than **90** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

INITIALS: _____ & _____
LESSOR GOV'T

GENERAL SERVICES ADMINISTRATION PUBLIC BUILDINGS SERVICE LEASE AMENDMENT	LEASE AMENDMENT No. 01 TO LEASE NO. GS-06P-LKS31036
ADDRESS OF PREMISES 2173 South Air Cargo Road Wichita, Kansas 67209-1958 Second Level	

THIS AMENDMENT is made and entered into between **The Wichita Airport Authority**

whose address is: **2173 South Air Cargo Road**
Wichita, Kansas 67209-1958

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above Lease to extend the Lease term, establish the free space and remove the parking requirements.

NOW THEREFORE, these parties for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, covenant and agree that the said Lease is amended, effective **July 16, 2015** as follows:

1. The LEASE TERM paragraph of the Lease is deleted in its entirety and replaced with the following:

   To Have and To Hold the said Premises with its appurtenances for the term beginning upon acceptance of the Premises as required by this Lease and continuing for the term beginning

   January 15, 2014 and continuing through **July 15, 2016,** or until substantial completion and occupancy of Block B office and related Space within the Wichita Dwight D. Eisenhower National Airport,

   subject to termination and renewal rights as may be hereinafter set forth.

2. Paragraph 1.01 A of the Lease is deleted in its entirety and replaced with the following:

   A. Office and Related Space: **10,820** rentable square feet (RSF), yielding **8,626** ANSI/BOMA Office Area (ABOA) square feet (SF) of office and related Space located on the 2nd floor, of the Building, as depicted on the floor plan attached hereto as Exhibit A. Of this total square footage, the Lessor agrees to provide **3,026** RSF, yielding **2,412** ABOA SF of free office and related Space.

This Lease Amendment contains 2 pages.

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties subscribed their names as of the below date.

FOR THE LESSOR:

Signature: _____
Name: _____
Title: _____
Entity Name: _____
Date: _____

FOR THE GOVERNMENT:

Signature: _____
Name: Joseph J. Schurle
Title: Lease Contracting Officer
GSA, Public Buildings Service, 6P1RW
Date: _____

WITNESSED FOR THE LESSOR BY:

Signature: _____
Name: _____
Title: _____
Date: _____

3. Paragraph 1.02 A of the Lease is deleted in its entirety and replaced with the following:

   A. Parking: **0** parking spaces, reserved for the exclusive use of the Government, of which **0** shall be structured/inside parking spaces, and **0** shall be surface/outside parking spaces. In addition, the Lessor shall provide such additional parking spaces as required by the applicable code of the local government entity having jurisdiction over the Property.

4. Paragraphs 1.03 A and G of the Lease are deleted in their entirety and replaced with the following:

   A. The Government shall pay the Lessor annual rent, payable in monthly installments in arrears, at the following rates:

Annualized 10,820 RSF / 8,626 ABOA SF 0 Parking Spaces						
Term	RSF	ABOA SF	Shell Rental Rate	Operating Costs	Parking Rate	Total Annual Rent
July 15, 2015 – July 14, 2016	7,794	6,214	$235,952.95	$33,650.21 *	$0.00	$269,603.16
July 15, 2015 – July 14, 2016	3,026	2,412	$0.00	$0.00	$0.00	$0.00 **

* Includes CPI adjustments through January 15, 2015. Future CPI adjustments shall apply.
** All costs associated with the free space shall be provided by the Lessor at no cost to the Government.

   G. Parking shall be provided at a rate of **$0.00** per parking space per month (surface/outside).

5. Paragraphs 1.04 A and B of the Lease are deleted in their entirety and replaced with the following:

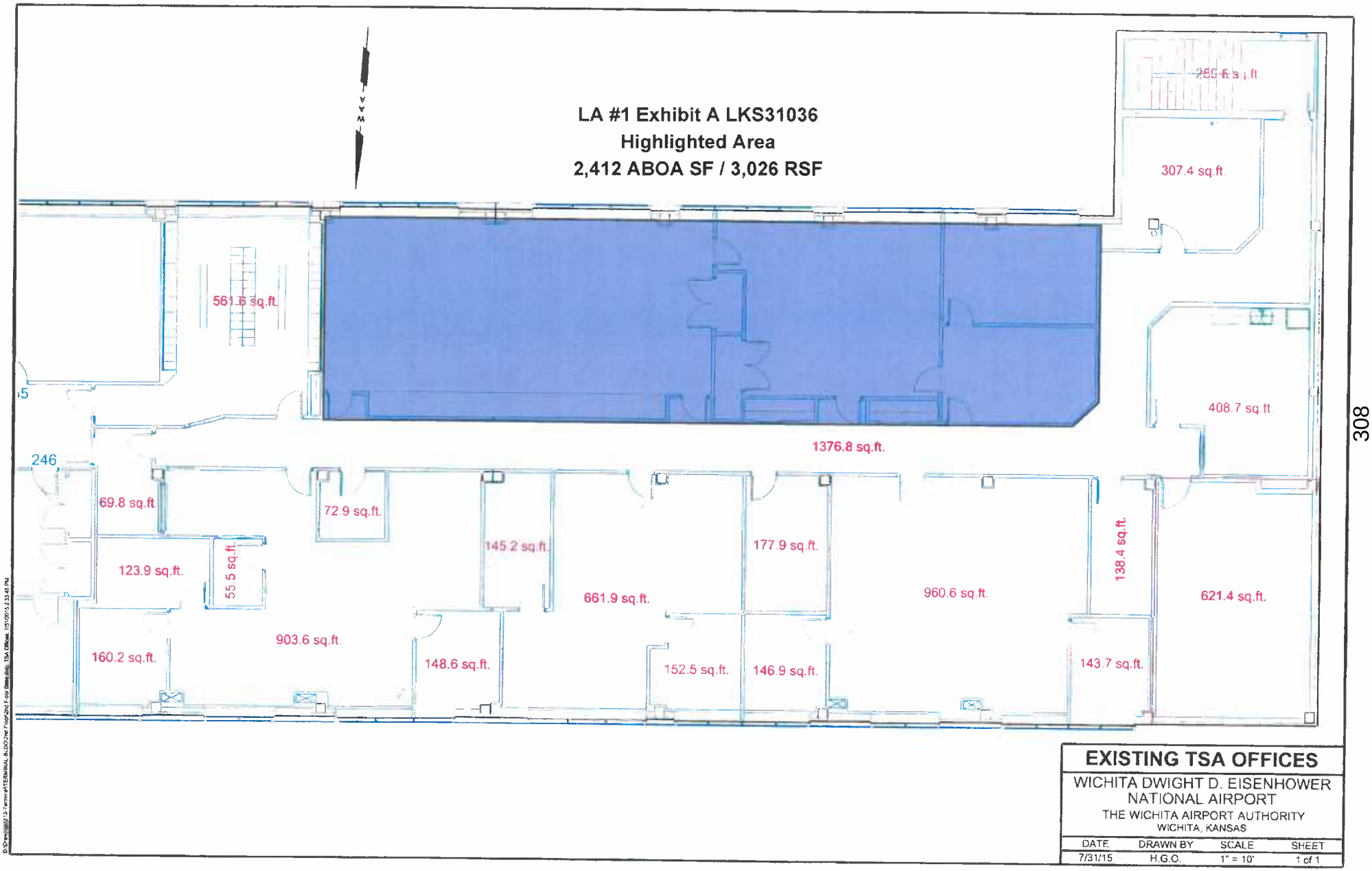
   A. The Government may terminate this Lease in whole or in part, at any time during the term of this lease with **60** days' prior written notice to the Lessor if (i) regularly scheduled commercial air services cease, (ii) the airport opts to replace TSA screeners with private contractors, (iii) the checkpoint supported by the leased Space is closed, or (iv) the Government reduces its presence at the airport due to a reduction in enplanements. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of the termination.

   B. The Government may terminate this Lease, in whole or in part, at any time, by providing not less than **60** days' prior written notice to the Lessor. The effective date of the termination shall be the day following the expiration of the required notice period or the termination date set forth in the notice, whichever is later. No rental shall accrue after the effective date of termination.

6. Paragraph 1.07 of the Lease is deleted in its entirety and replaced with the following:

   The parties agree, for the purpose of applying the paragraph titled "Operating Costs Adjustment," that the Lessor's base rate for operating costs shall be **$33,639.67 per annum**.

INITIALS: _____ & _____
LESSOR GOV'T



EXISTING TSA OFFICES

WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DRAWN BY	SCALE	SHEET
7/31/15	H.G.O.	1" = 10'	1 of 1

Wichita, Kansas
August 31, 2015
10:00 a.m., Monday
Conference Room, 12th Floor

MINUTES - BOARD OF BIDS AND CONTRACTS*

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

Minutes of the regular meeting dated August 24, 2015, were read and on motion approved.

Bids were opened July 10, 2015 and August 14, 2015, pursuant to advertisements published on:

WICHITA AIRPORT AUTHORITY/ENGINEERING DIVISION: Jabara Airport Runway Pavement Repair.

Cornejo and Sons LLC - $305,684.00

WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Airfield Regenerative Air Sweeper.

Defer two weeks

The Purchasing Division recommended that the contracts be awarded/deferred as outlined above.

On motion the Board of Bids recommended that the contracts be awarded/deferred as outlined above.

On motion the Board of Bids adjourned.

Marty Strayer, Administrative Assistant
Department of Public Works

Janis Edwards, CMC
Deputy City Clerk

EXHIBIT A

FORMAL BID REPORT

TO: Robert Layton, City Manager
DATE: August 31, 2015

WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS
August 21, 2015

Colonel James Jabara Airport Runway Pavement Repair – Wichita Airport Authority/Engineering Division
Cornejo & Sons, LLC **$305,684.00**

High Speed Airfield Regenerative Air Sweeper – Wichita Airport Authority/Airfield Maintenance Division
(Defer to September 14, 2015)

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

Melinda A. Walker

Melinda A. Walker
Purchasing Manager

City of Wichita, Kansas

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: FB540142 **Jabara Airport Runway Pavement Repair** **Close Date/Time:** 8/14/2015 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Airport Engineering **Responses:** 1

Vendors	Complete	Bid Total	City Comments
CORNEJO & SONS LLC	Complete	$305,684.00	Award 9-1-15 Wichita Airport Authority/Engineering Division

BIDS ARE WITHIN ENGINEERS ESTIMATE

Engineer's Estimate $347,480.00

Top of the Page

City of Wichita, Kansas

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: FB540105 **Airfield Regenerative Air Sweeper** **Close Date/Time:** 7/10/2015 10:00 AM CST

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

Award Method: Aggregate Cost

Department: Airport Operations **Responses:** 5

Vendors	Complete	Bid Total	City Comments
ELLIOTT EQUIPMENT COMPANY	Complete	$232,645.00	Defer to 09/14/2015 Wichita Airport Authority/Airfield Maintenance
KEY EQUIPMENT & SUPPLY CO	Complete	$237,950.00	
MMP BUSINESS ASSOCIATES INC	Complete	$238,353.00	
VICTOR L PHILLIPS COMPANY	In-Complete	$0.00	
SELLERS EQUIPMENT INC	Partial	$216,211.00	

Top of the Page