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**FINAL**  
CITY COUNCIL  
CITY OF WICHITA  
KANSAS

City Council Meeting  
06:00 p.m. September 22, 2015

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of regular meeting on September 15, 2015

---

**II. CONSENT AGENDA ITEMS 1 THROUGH 19**

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.)*

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS AND COMMENTS**

1. IX. Board Appointments.

RECOMMENDED ACTION: Approve the appointments.

Adjournment

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

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 19)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated
  - a. Report of Board of Bids dated September 21, 2015.

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

2. Applications for Licenses:

<u>Special Event</u>	<u>2015</u>	<u>Address</u>
Wichita Wagonmasters	September 26, 2015	600 Block of East Douglas

RECOMMENDED ACTION: Approve the licenses.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2015</u>	<u>(Consumption on Premises)</u>
Andres E Tovar	Tacos Y Mas**	552 South Oliver
Roberto Beltran	Alejandro's Fast Mexican Food**	1212 South Rock Road
Eduardo C Sebastian	La Chinita Mexican Restaurant**	321 N Mead
German Granados	Usuluteco Restaurant**	1714 E Northern

<u>Renewal</u>	<u>2015</u>	<u>(Consumption off Premises)</u>
Terry Williams	Quik Trip #326R***	750 South Broadway
Cam-Van Doan	D&L Enterprise, LLC***	5562 South Seneca

- \* Tavern (less than 50% of gross revenues from sale of food)
- \*\*General/Restaurant (need 50% or more gross revenue from sale of food)
- \*\*\*Retailer (Grocery stores, convenience stores, etc.)

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

4. Preliminary Estimates:
  - a. Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses:
- a. Community Events- Susan G. Komen Wichita. (Districts I, IV, and VI)
  - b. Community Events - Carnegie Library Centennial Concert. (District I)
  - c. Community Events - Oktoberfest and Run for the Poor 5K. (District II)
  - d. Community Events - Kansas Fallen Firefighter's Memorial. (District III)

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

6. Agreements/Contracts:
- a. Security 1st Title, LLC, Hold Harmless Agreement. (District V)

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

7. Design Services Agreements:
- a. Supplemental Design Agreement No. 1 for Siena Lakes Addition. (District V)
  - b. Supplemental Design Agreement No 1. and Funding for Improvements to the intersection of 45th Street North and Hillside. (District I)

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

8. Change Orders:
- a. Change Order Limit Adjustment for 17th Street sanitary Sewer Improvements (Wichita State University Innovation Campus). (District I)

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

9. Joint Funding Agreement with USGS for Equus Beds Aquifer.

RECOMMENDED ACTION: Approve the Joint Funding Agreement and authorize the necessary signatures.

10. Funding for Improvements to the Intersection of Central and Norman. (District V)

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

11. Settlement of Inverse Eminent Domain Action.

RECOMMENDED ACTION: 1) Approve the budget; 2) approve the Settlement and Purchase Agreement; and 3) authorize the necessary signatures.

12. Report on Claims for August 2015.

RECOMMENDED ACTION: Receive and file.

13. Revised Petition and Amending Resolution for Water Distribution Improvements to Serve Rolling Hills Country Club Estates Addition and Rolling Hills Country Club Estates 3rd Addition. (District V)

RECOMMENDED ACTION: Approve the revised petition, adopt the amending resolution, and authorize the necessary signatures.

14. Second Reading Ordinances: (First Read September 15, 2015)  
a. Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

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

15. \*SUB2014-00043 --Plat of Lange 3rd Addition Located South of MacArthur Road, on the East Side of West Street. (District IV)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and place the Ordinance on first reading.

## **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.

16. \*2015-2016 Work Plan/Financial Plan Agreement - U.S. Department of Agriculture, Animal and Plant Health Inspection Service - Wildlife Services Wichita Dwight D Eisenhower National Airport and Colonel James Jabara Airport.

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

17. \*Federal Aviation Administration - Lease No. DTFACN-16-L-00014 2204 South Tyler Road Wichita Dwight D. Eisenhower National Airport.

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

18. \* Federal Aviation Administration Lease No. DRFACN-12-LO-00014, Supplemental Agreement No. 2- 1801 Airport Road - Wichita Dwight D. Eisenhower National Airport.

RECOMMENDED ACTION: Approve the Supplemental Agreement and authorize the necessary signatures.

19. \*WAA Report of Board of Bids and Contracts dated September 21, 2015.

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

Wichita, Kansas  
September 21, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> 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, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 14, 2015, were read and on motion approved.

Bids were opened September 18, 2015, pursuant to advertisements published on:

**21<sup>st</sup> Street Bridge at Derby Refinery (21<sup>st</sup>, west of I-135) 87N-0612-01/472-85120 (715732/636309)**

Defer two weeks pending KDOT Approval

**Water Treatment Plant Disinfection System Improvements (north of Douglas, east of Meridian) (448-90661/635828/754074) Does not affect existing traffic. (District VI)**

Utility Contractors Inc. - \$179,900.00 Group 1  
  \$2,500.00 Group 2  
  \$182,400.00 Bid Total

**Lateral 133, Sanitary Sewer #23 to serve 1040 S. Vassar (north of Harry, east of Hillside) (468-85022/744388/480080) Traffic to be maintained using flag persons and barricades. (District III)**

Dutton Construction and Plumbing LLC - \$12,837.00

**2015 Sanitary Sewer Reconstruction Phase 4 (north of Kellogg, west of Meridian) (468-85033/620743/665005) Traffic to be maintained using flag persons and barricades. (District IV)**

Dutton Construction and Plumbing LLC - \$39,485.00

**Lateral 170, War Industries Sewer to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) (468-84736/744386/480078) Does not affect existing traffic. Lateral 171, War Industries Sewer to serve Stoney Pointe Addition (east of Greenwich, south of 29th Street North) (468-84737/744387/480079) Does not affect existing traffic. (District II)**

Mies Construction\* -\$ 51,154.00 Group 1- Engineer's Estimate  
  \$17,320.00 Group 2  
  \$68,474.00 Bid Total

\*Group 1 negotiated for Engineer's Estimate

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

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

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION:  
Century II Convention Center Carpet Replace.**

Continental Flooring Company - \$306,888.00 Group 1 Base Bid  
\$1.50 Group 1 Option 1 –square feet

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Slip-In  
Pump and Tank Units.**

Defer one week

**PUBLIC WORKS AND UTILITIES DEPARTMENT/SEWER MAINTENANCE, SEWAGE  
TREATMENT, STORM WATER, WATER DISTRIBUTION DIVISION: Uniforms-Water Utilities  
Divisions.**

Industrial Uniform Co LLC\* -\$96,748.10

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

**VARIOUS DEPARTMENTS, BOARDS AND AGENCIES: Concrete Requirements.**

Concrete Materials Company LLC\* - \$195,350.00 Group 1  
\$24,650.00 Group 2

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

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

## FORMAL BID REPORT

TO: Robert Layton, City Manager

DATE: September 21, 2015

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER****September 18, 2015**21<sup>st</sup> Street Bridge at Derby Refinery (21<sup>st</sup>, west of I-135) – Public Works & Utilities Department/Engineering Division  
(Defer to October 5, 2015) (Pending KDOT Approval)

Disinfection System Improvements (north of Douglas, east of Meridian) – Public Works &amp; Utilities Department/Engineering Division

<b>Utility Contractors, Inc.</b>	<b>Group 1 – Disinfection System Improvements</b>	<b>\$179,900.00</b>
	<b>Group 2 – Tie-In Remobilization</b>	<b><u>2,500.00</u></b>
	<b>Aggregate Bid Total</b>	<b><u>\$182,400.00</u></b>

Lateral 133, SS #23 (north of Harry, east of Hillside) – Public Works &amp; Utilities Department/Engineering Div.

<b>Dutton Construction and Plumbing, LLC</b>	<b>\$12,837.00</b>
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2015 Sanitary Sewer Reconstruction Phase 4 (north of Kellogg, west of Meridian) – Public Works &amp; Utilities Department/Engineering Division

<b>Dutton Construction and Plumbing, LLC</b>	<b>\$39,485.00</b>
--	--------------------

Sanitary Sewer to serve Stoney Pointe Addition – Public Works &amp; Utilities Department/Engineering Division

<b>Mies Construction</b>	<b>Group 1 – Lateral 170, WIS (Negotiated to Engineer's Estimate)</b>	<b>\$51,154.00</b>
	<b>Group 2 – Lateral 171, WIS</b>	<b><u>17,320.00</u></b>
	<b>Aggregate Bid Total</b>	<b><u>\$68,474.00</u></b>

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER****September 18, 2015**

Century II Convention Center Carpet Replacement – Public Works &amp; Utilities Department/Fleet &amp; Facilities Div.

<b>Continental Flooring Company</b>	<b>Base Bid</b>	<b>\$306,888.00</b>
	<b>Option 1 (Add) (Per Square Foot)</b>	<b>\$1.50</b>

Slip-In Pump &amp; Tank Units – Public Works &amp; Utilities Department/Fleet &amp; Facilities Division

(Defer to September 28, 2015)

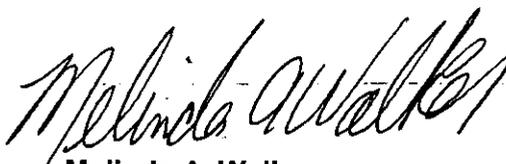
Uniforms – Public Works &amp; Utilities Department/Sewer Maintenance, Sewage Treatment, Storm Water and Water Distribution Divisions

<b>Industrial Uniform Company, LLC</b>	<b>(See Exhibit B for Itemized Pricing in the Formal Bid Report)</b>	<b>\$96,748.10</b>
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Concrete Requirements – Various Departments, Boards and Agencies (See Exhibit C for Itemized Pricing in the Formal Bid Report)

<b>Concrete Materials Company, LLC</b>	<b>Group 1</b>	<b>\$195,350.00</b>
	<b>Group 2</b>	<b>\$24,650.00</b>

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



Melinda A. Walker  
Purchasing Manager

**PAVING BID TABULATION SUMMARY**

BOARD OF BIDS - September 18, 2015

**RQ540942**

FB540155		Engineer's Construction Estimate	Dondlinger & Sons	King Construction Co. Inc.	Wildcat Construction Co. Inc.
21st Street Bridge at Derby Refinery			\$1,548,354.00	\$1,374,350.40	\$1,819,499.20
(21st, west of I-135)	BID BOND		X	X	X
	ADDENDA	4	X	X	X
87N-0612-01/472-85120 (715732/636309)					
		Engineer's Construction Estimate		Kansas Paving Company	Lafarge North America
21st Street Bridge at Derby Refinery					
(21st, west of I-135)	BID BOND				
	ADDENDA	4			
87N-0612-01/472-85120 (715732/636309)					
		Engineer's Construction Estimate			
21st Street Bridge at Derby Refinery					
(21st, west of I-135)	BID BOND				
	ADDENDA	4			
87N-0612-01/472-85120 (715732/636309)					
		Engineer's Construction Estimate			
21st Street Bridge at Derby Refinery					
(21st, west of I-135)	BID BOND				
	ADDENDA	4			
87N-0612-01/472-85120 (715732/636309)					
DEFER 2 WEEKS PENDING KDOT APPROVAL					

CHECKED BY: kp  
 REVIEWED BY: sn

### WATER BID TABULATION SUMMARY

BOARD OF BIDS - September 18, 2015

RQ541025

FB540165		Engineer's Construction Estimate	Dondlinger & Sons	Utility Contractors Inc.	Mies Construction
Disinfection System Improvements	Group 1	\$490,000.00	\$214,976.00	\$179,900.00	
Tie-In Remobilization	Group 2	\$10,000.00	\$1,000.00	\$2,500.00	
(north of Douglas, east of Meridian)	BID BOND				
448-90661	ADDENDA	2			
(635828)					
<b>BID TOTAL</b>		<b>\$500,000.00</b>	<b>215,976.00</b>	<b>182,400.00</b>	
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Disinfection System Improvements	Group 1	\$490,000.00			
Tie-In Remobilization	Group 2	\$10,000.00			
(north of Douglas, east of Meridian)	BID BOND				
448-90661	ADDENDA	2			
(635828)		500,000.00			
	Group 1	Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Disinfection System Improvements	Group 2	\$490,000.00			
Tie-In Remobilization		\$10,000.00			
(north of Douglas, east of Meridian)	BID BOND				
448-90661	ADDENDA	2			
(635828)		500,000.00			
	Group 1	Engineer's Construction Estimate			
Disinfection System Improvements	Group 2	\$490,000.00			
Tie-In Remobilization	Group 2	\$10,000.00			
(north of Douglas, east of Meridian)	BID BOND				
448-90661	ADDENDA	2			
(635828)		500,000.00			

CHECKED BY: LP  
REVIEWED BY: Sm

**SANITARY SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - September 18, 2015

RQ541047

FB540171		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 133, SS #23		\$18,460.00	\$17,730.00	\$27,539.00	\$25,111.30
(north of Harry, east of Hillside)	BID BOND				
468-85022	ADDENDA	1			
(744388)					
		Engineer's Construction Estimate	McCullough Excavation	Dutton Construction and Plumbing LLC	Utilities Plus
Lateral 133, SS #23		\$18,460.00	\$24,852.00	\$12,837.00	
(north of Harry, east of Hillside)	BID BOND			X	
468-85022	ADDENDA	1			
(744388)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 133, SS #23		\$18,460.00			
(north of Harry, east of Hillside)	BID BOND				
468-85022	ADDENDA	1			
(744388)					
		Engineer's Construction Estimate			
Lateral 133, SS #23		\$18,460.00			
(north of Harry, east of Hillside)	BID BOND				
468-85022	ADDENDA	1			
(744388)					

CHECKED BY: Kp  
 REVIEWED BY: sm

**SANITARY SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - September 18, 2015

RQ541048

<b>FB540172</b>		Engineer's Construction Estimate	Dondlinger & Sons	Dutton Construction and Plumbing LLC	Mies Construction
<b>2015 Sanitary Sewer Reconstruction Phase 4</b>		\$52,565.00	\$53,822.00	\$39,485.00	
(north of Kellogg, west of Meridian)	BID BOND			X	
468-85033	ADDENDA	0			
(620743)					
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
<b>2015 Sanitary Sewer Reconstruction Phase 4</b>		\$52,565.00			
(north of Kellogg, west of Meridian)	BID BOND				
468-85033	ADDENDA	0			
(620743)					
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
<b>2015 Sanitary Sewer Reconstruction Phase 4</b>		\$52,565.00			
(north of Kellogg, west of Meridian)	BID BOND				
468-85033	ADDENDA	0			
(620743)					
		Engineer's Construction Estimate			
<b>2015 Sanitary Sewer Reconstruction Phase 4</b>		\$52,565.00			
(north of Kellogg, west of Meridian)	BID BOND				
468-85033	ADDENDA	0			
(620743)					

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 REVIEWED BY: Sm

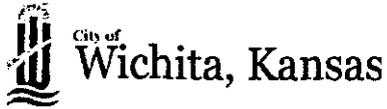
**SANITARY SEWER BID TABULATION SUMMARY**

BOARD OF BIDS - September 18, 2015

RQ541049

FB540173		Engineer's Construction Estimate	Dondlinger & Sons	Duling Construction	Mies Construction
Lateral 170, WIS 468-84736 (744386)	Group 1	\$51,154.00	\$85,825.00	\$94,382.00	\$53,867.00
Lateral 171, WIS 468-84737 (744387)	Group 2	\$21,562.00	\$23,070.00	\$30,680.00	\$17,320.00
Stoney Pointe Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,716.00</b>	<b>\$108,895.00</b>	<b>\$125,062.00</b>	<b>\$71,187.00</b>
		Engineer's Construction Estimate	McCullough Excavation	Nowak Construction	Utilities Plus
Lateral 170, WIS 468-84736 (744386)	Group 1	\$51,154.00	\$69,827.00		
Lateral 171, WIS 468-84737 (744387)	Group 2	\$21,562.00	\$16,893.00		
Stoney Pointe Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,716.00</b>	<b>86,720.00</b>		
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Lateral 170, WIS 468-84736 (744386)	Group 1	\$51,154.00			
Lateral 171, WIS 468-84737 (744387)	Group 2	\$21,562.00			
Stoney Pointe Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,716.00</b>			
		Engineer's Construction Estimate			
Lateral 170, WIS 468-84736 (744386)	Group 1	\$51,154.00			
Lateral 171, WIS 468-84737 (744387)	Group 2	\$21,562.00			
Stoney Pointe Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$72,716.00</b>			
Group 1 negotiated for Engineer's Estimate \$51,154.00. Contract awarded for \$68,474.00					

CHECKED BY: HP  
 REVIEWED BY: SM



**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:** Century II Convention Ctr Carpet Replace  
FB540166

**Close Date/Time:** 9/18/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Group

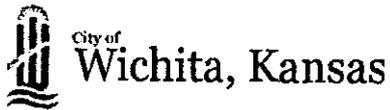
**Department:** Public Works Fleet & Facilities

**Responses:** 3

Vendors	Complete	Bid Total	City Comments
CONTINENTAL FLOORING COMPANY	Complete	\$306,889.50	Award 9/22/2015 Base Bid w/Option 1 Public Works & Utilities Department/Fleet & Facilities Division
CAP CARPET INC	Complete	\$383,759.29	
STAR LUMBER & SUPPLY CO INC	Complete	\$394,285.24	

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This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor Group Line**

**Solicitation:** Century II Convention Ctr Carpet Replace  
FB540166

**Close Date/Time:** 9/18/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

[Return to the Bid List](#)

**Award Method:** Group

**Department:** Public Works Fleet & Facilities

**Responses:** 3

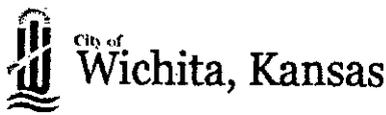
**Go to:**

**Group 1**

Vendors	Complete	Group Total Net Bid
CONTINENTAL FLOORING COMPANY	Complete	\$306,888.00
CAP CARPET INC	Complete	\$383,759.02
STAR LUMBER & SUPPLY CO INC	Complete	\$394,285.04
<b>Group 1: Option 1</b>		
STAR LUMBER & SUPPLY CO INC	Complete	\$0.20
CAP CARPET INC	Complete	\$0.27
CONTINENTAL FLOORING COMPANY	Complete	\$1.50

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

**Vendor Group Line**  
**Solicitation:** Century II Convention Ctr Carpet Replace      **Close Date/Time:** 9/18/2015 10:00 AM CST  
 FB540166  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Public Works Fleet & Facilities      **Responses:** 3  
**Go to:**

**Line 001 |** BASE BID: Labor, Material, and Equipment for Century II Convention Center Carpet Replacement as per Specifications and Drawings.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONTINENTAL FLOORING COMPANY	1	Lump Sum	\$296,888.0000	\$296,888.00	Complete	
CAP CARPET INC	1	Lump Sum	\$373,759.0200	\$373,759.02	Complete	
STAR LUMBER & SUPPLY CO INC	1	Lump Sum	\$384,285.0400	\$384,285.04	Complete	

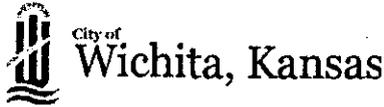
**Line 002 |** BASE BID: Allowance No. 1: Floor Prep Insert \$10,000.00 for Work Beyond the Normal Expected per the Specifications.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONTINENTAL FLOORING COMPANY	1	Lump Sum	\$10,000.0000	\$10,000.00	Complete	
STAR LUMBER & SUPPLY CO INC	1	Lump Sum	\$10,000.0000	\$10,000.00	Complete	
CAP CARPET INC	1	Lump Sum	\$10,000.0000	\$10,000.00	Complete	

**Line 003 |** OPTION 1: Unit Price No. 1: Floor Prep Cost per Square Ft.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
STAR LUMBER & SUPPLY CO INC	1	Square Feet	\$0.2000	\$0.20	Complete	
CAP CARPET INC	1	Square Feet	\$0.2700	\$0.27	Complete	
CONTINENTAL FLOORING COMPANY	1	Square Feet	\$1.5000	\$1.50	Complete	

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

**Vendor Group Line**

**Solicitation:** FB540168

**Slip-In Pump and Tank Units**

**Close Date/Time:** 9/18/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

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**Award Method:** Group

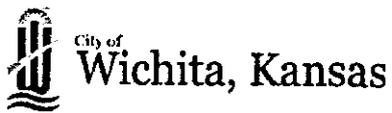
**Department:** Public Works Fleet & Facilities

**Responses:** 3

Vendors	Complete	Bid Total	City Comments
CET FIRE PUMPS MFG.	Complete	\$105,611.00	Defer to 9/28/15 Public Works & Utilities Dept./Fleet & Facilities Division
ED M FELD EQUIPMENT CO INC	Partial	\$66,295.00	
EMERGENCY FIRE EQUIPMENT INC	Partial	\$69,117.00	

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

**Vendor Group Line**

**Solicitation:** FB540169    **Uniforms-Water Utilities Divisions**    **Close Date/Time:** 9/18/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

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**Award Method:** Aggregate Cost

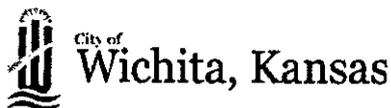
**Department:** Water Sewer Maintenance Division

**Responses:** 1

Vendors	Complete	Bid Total	City Comments
INDUSTRIAL UNIFORM CO LLC	Complete	\$96,748.10	Award 09/22/15 PW&U Dept/Sewer Maintenance, Sewage Treatment, Storm Water, Water Distribution Div

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

**Vendor Group Line**  
**Solicitation:** FB540169      **Uniforms-Water Utilities Divisions**      **Close Date/Time:** 9/18/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Aggregate Cost  
**Department:** Water Sewer Maintenance Division      **Responses:** 1  
**Go to:**

**Line 001** | Insulated Brown Duck Overall with emblems S-XL Reg & M-XL Short Dickies #TB839BD or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$58.5500	\$1,756.50	Complete	Current Program uses the KEY 276. S-2X Short, Reg, Tall - \$74.85

**Line 002** | Insulated Brown Duck Overall with emblems XXL-3XL Reg & Short 4XL-5XL Reg M-XXL Tall Dickies #TB839BD or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	50	Each	\$64.3000	\$3,215.00	Complete	Current Program uses the KEY 276. 3XL-4XL Short, Reg, 3XL Tall - \$82.25. 5XL Short, Reg \$89.65

**Line 003** | Unlined Denim Overall Waist 30-44 Dickies #83-494ZNB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$29.0500	\$145.25	Complete	83-494ZNB was discontinued. Current program item is 83-294NB.

**Line 004** | Unlined Denim Overall Waist 46-50 Dickies #83-494ZNB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$31.8500	\$159.25	Complete	83-494ZNB was discontinued. Current program item is 83-294NB.

**Line 005** | Unlined Denim Overall Waist 52-56 Dickies #83-494ZNB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$34.5500	\$172.75	Complete	83-494ZNB was discontinued. Current program item is 83-294NB.

**Line 006** | Thermal Lined Full Zip Hooded Sweatshirt Navy with emblems S-XL Reg or Tall Berne #SZ101 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$31.6000	\$158.00	Complete	

**Line 007** | Thermal Lined Full Zip Hooded Sweatshirt Navy with emblems 2XL-4XL Reg or Tall Berne #SZ101 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$34.7000	\$173.50	Complete	

**Line 008** | Thermal Lined Full Zip Hooded Sweatshirt Navy with emblems 5XL-6XL Reg or Tall Berne #SZ101 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$37.7500	\$188.75	Complete	

**Line 009** | Hooded Zippered Sweatshirt (80/20 Fleece) Navy with embroidery S-XL Union Line #10190 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$29.6500	\$296.50	Complete	

**Line 010** | Hooded Zippered Sweatshirt (80/20 Fleece) Navy with embroidery 2XL-3XL Union Line #10190 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$34.1000	\$341.00	Complete	

**Line 011** | Hooded Zippered Sweatshirt (80/20 Fleece) Navy with embroidery 4XL-5XL Union Line #10190 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$37.0500	\$185.25	Complete	

**Line 012** | Hooded Pullover Sweatshirt (50/50 Fleece) Navy with embroidery S-XL Gildan #G185 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$16.8000	\$168.00	Complete	

**Line 013** | Hooded Pullover Sweatshirt (50/50 Fleece) Navy with embroidery 2XL-3XL Gildan #G185 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$19.2000	\$192.00	Complete	2X - \$19.20 3X - \$21.55

**Line 014** | Hi-Vis Crewneck Sweatshirt Class 2 Orange with screen printing M-XL ML Kishigo #JS101 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$50.6500	\$1,013.00	Complete	JS101 is discontinued. Current program item is Tingley S78029

**Line 015** | Hi-Vis Crewneck Sweatshirt Class 2 Orange with screen printing 2XL-5XL ML Kishigo #JS101 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$54.0000	\$1,620.00	Complete	JS101 is discontinued. Current program item is Tingley S78029

**Line 016** | Hi-Vis Hooded Full-Zip Sweatshirt Class 3 Orange with screen printing M-XL ML Kishigo #JS103 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$49.2500	\$985.00	Complete	

**Line 017** | Hi-Vis Hooded Full-Zip Sweatshirt Class 3 Orange with screen printing 2XL-5XL ML Kishigo #JS103 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$52.1500	\$1,564.50	Complete	

**Line 018** | Safety Jacket with Fleece Lining - Class 3 Orange/Black with emblems S-XL Tri-Mountain #8830 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$60.7500	\$1,215.00	Complete	

**Line 019** | Safety Jacket with Fleece Lining - Class 3 Orange/Black with emblems 2XL-3XL Tri-Mountain #8830 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$66.7000	\$1,334.00	Complete	

**Line 020** | Safety Jacket with Fleece Lining - Class 3 Orange/Black with emblems 4XL-6XL Tri-Mountain #8830 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$75.6000	\$756.00	Complete	

**Line 021** | Safety Jacket with Fleece Lining - Class 3 Orange/Black with emblems L-3XL Tall Tri-Mountain #8830 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$72.6000	\$1,452.00	Complete	

**Line 022** | Safety Jacket with Fleece Lining - Class 3 Orange/Black with emblems 4XL-6XL Tall Tri-Mountain #8830 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost	
INDUSTRIAL UNIFORM CO LLC	10	Each	\$81.5000	\$815.00	Complete

**Line 023** | ANSI Class 3 Waterproof Parka Safety Orange with emblems S-XL Corner Stone #CSJ24 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$60.0000	\$1,800.00	Complete	

**Line 024** | ANSI Class 3 Waterproof Parka Safety Orange with emblems 2XL Corner Stone #CSJ24 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$61.5000	\$1,845.00	Complete	

**Line 025** | ANSI Class 3 Waterproof Parka Safety Orange with emblems 3XL Corner Stone #CSJ24 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$64.4500	\$1,289.00	Complete	

**Line 026** | ANSI Class 3 Waterproof Parka Safety Orange with emblems 4XL Corner Stone #CSJ24 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$65.9500	\$659.50	Complete	

**Line 027** | Long Rain Coat 50" Class 3 Orange M-2XL ERP #S163 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	50	Each	\$46.9500	\$2,347.50	Complete	

**Line 028** | Long Rain Coat 50" Class 3 Orange 3XL-5XL ERP #S163 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$52.2000	\$3,132.00	Complete	

**Line 029** | Rain Jacket Class 3 Orange M/L ERP #S373 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$59.4000	\$1,782.00	Complete	S373 is no longer in the program by department request. See bid item 103 for replacement. Pricing shown is for bid item 103.

**Line 030** | Rain Jacket Class 3 Orange XL/XXL ERP #S373 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	50	Each	\$59.4000	\$2,970.00	Complete	S373 is no longer in the program by department request. See bid item 104 for replacement. Pricing shown is for bid item 104.

Line 031 | Rain Jacket Class 3 Orange 3XL/4XL ERP #S373 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$60.2500	\$1,807.50	Complete	S373 is no longer in the program by department request. See bid item 105 for replacement. Pricing shown is for bid item 105.

Line 032 | Rain Jacket Class 3 Orange 5XL/6XL ERP #S373 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$60.2500	\$602.50	Complete	S373 is no longer in the program by department request. See bid item 106 for replacement. Pricing shown is for bid item 106.

Line 033 | Rain Pant Class E Orange M-2XL ERP #S373PT or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	75	Each	\$59.4000	\$4,455.00	Complete	S373PT is no longer in the program by department request. See bid item 103 for replacement. Pricing shown is for bid item 103.

Line 034 | Rain Pant Class E Orange 3-5XL ERP #S373PT or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	75	Each	\$60.2500	\$4,518.75	Complete	S373PT is no longer in the program by department request. See bid item 105 for replacement. Pricing shown is for bid item 105.

Line 035 | Men's Relaxed Fit Carpenter Denim Short \*\*\*Limited Group of Employees\*\*\* Waist 30-44 Dickies #3993SNB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$17.6000	\$264.00	Complete	

Line 036 | Men's Relaxed Fit Carpenter Denim Short \*\*\*Limited Group of Employees\*\*\* Waist 46-50 Dickies #3993SNB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments

INDUSTRIAL UNIFORM CO LLC 5 Each \$19.3000 \$96.50 Complete

**Line 037** | Men's Plain Front Short-Navy \*\*\*Limited Group of Employees\*\*\* Waist 28-42 Red Kap #PT26NV or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$13.6000	\$204.00	Complete	

**Line 038** | Men's Plain Front Short-Navy \*\*\*Limited Group of Employees\*\*\* Waist 44-50 Red Kap #PT26NV or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$16.1500	\$80.75	Complete	

**Line 039** | Women's Plain Front Short-Navy \*\*\*Limited Group of Employees\*\*\* Size 4-20 Red Kap #PT27NV or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$15.0500	\$150.50	Complete	

**Line 040** | Women's Plain Front Short-Navy \*\*\*Limited Group of Employees\*\*\* Size 22 Red Kap #PT27NV or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$17.9000	\$89.50	Complete	

**Line 041** | Women's Relaxed Fit Cotton Cargo Short-Khaki \*\*\*Limited Group of Employees\*\*\* Sizes 4-20 Dickies #FR327 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$22.2500	\$333.75	Complete	

**Line 042** | Ladies Relaxed Fit Jean Specify Inseam Sizes 4-18 Red Kap #PD61PW or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$18.0000	\$180.00	Complete	

**Line 043** | Ladies Relaxed Fit Jean Specify Inseam Sizes 20-22 Red Kap #PD61PW or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$21.2500	\$106.25	Complete	PD61PW is discontinued. Current program item is PD63PW.

**Line 044** | Ladies Carpenter Jean Petite, Regular, or Tall Sizes 4-18 Dickies #FD235RNB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
	10	Each	\$24.6000	\$246.00	Complete	

INDUSTRIAL UNIFORM  
CO LLC

**Line 045** | Ladies Carpenter Jean Petite, Regular, or Tall Sizes 20-24 Dickies #FD235RNB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$27.0000	\$135.00	Complete	

**Line 046** | Regular Fit Jeans-Rigid Specify Standard Inseams Wasit 28-42 Dickies #939NB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	120	Each	\$16.4000	\$1,968.00	Complete	Dickies Item Number should be 9393NB.

**Line 047** | Regular Fit Jeans-Rigid Specify Standard Inseams Wasit 44-50 Dickies #939NB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	120	Each	\$17.9500	\$2,154.00	Complete	Dickies Item Number should be 9393NB.

**Line 048** | Regular Fit Jeans-Rigid Specify Standard Inseams Wasit 52-60 Dickies #939NB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$19.6500	\$196.50	Complete	Dickies Item Number should be 9393NB. It is only offered up to waist size 56.

**Line 049** | Prewashed Regular Fit Jeans Specify Standard Inseams Waists 30-42 Key #4874.43 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	120	Each	\$15.9500	\$1,914.00	Complete	

**Line 050** | Prewashed Regular Fit Jeans Specify Standard Inseams Waists 44-48 Key #4874.43 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	80	Each	\$17.5000	\$1,400.00	Complete	

**Line 051** | Prewashed Regular Fit Jeans Specify Standard Inseams Waists 50-56 Key #4874.43 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	25	Each	\$17.5000	\$437.50	Complete	Key only offers up to waist size 50 on this item.

**Line 052** | Carpenter Jean Specify Standard Inseams Waists 30-44 Dickies #1993SNB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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INDUSTRIAL UNIFORM CO LLC 150 Each \$23.1500 \$3,472.50 Complete

**Line 053** | Carpenter Jean Specify Standard Inseams Waists 46-50 Dickies #1993SNB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$25.3000	\$379.50	Complete	

**Line 054** | Carpenter Jean Specify Standard Inseams Waists 52-60 Dickies #1993SNB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$27.7000	\$415.50	Complete	

**Line 055** | Alteration: hemming lengths of pants or jeans

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	25	Each	\$8.5000	\$212.50	Complete	

**Line 056** | Short Sleeve Denim Shirt With embroidery Sizes XS-XL Port & Co #SP11 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	40	Each	\$15.5500	\$622.00	Complete	

**Line 057** | Short Sleeve Denim Shirt With embroidery Sizes 2XL-5XL Port & Co #SP11 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	40	Each	\$19.8500	\$794.00	Complete	

**Line 058** | Long Sleeve Denim Shirt With embroidery Sizes XS-XL Port & Co #SP10 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	40	Each	\$15.5500	\$622.00	Complete	

**Line 059** | Long Sleeve Denim Shirt With embroidery Sizes 2XL-5XL Port & Co #SP10 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	40	Each	\$19.8500	\$794.00	Complete	

**Line 060** | Light Blue Cotton Long Sleeve Work Shirt With embroidery Sizes S-XL Red Kap #SC30LB or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$17.3000	\$259.50	Complete	

**Line 061** | Light Blue Cotton Long Sleeve Work Shirt With embroidery Sizes 2XL-5XL Red Kap #SC30LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$20.6000	\$206.00	Complete	

**Line 062** | Light Blue Cotton Long Sleeve Work Shirt With embroidery Sizes M-5XL Tall Red Kap #SC30LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$20.6000	\$206.00	Complete	

**Line 063** | Light Blue Cotton Short Sleeve Work Shirt With embroidery Sizes S-XL Red Kap #SC40LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$15.7000	\$235.50	Complete	

**Line 064** | Light Blue Cotton Short Sleeve Work Shirt With embroidery Sizes 2XL-4XL Red Kap #SC40LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$18.6500	\$93.25	Complete	

**Line 065** | Light Blue Cotton Short Sleeve Work Shirt With embroidery Size 5XL Red Kap #SC40LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$18.6500	\$93.25	Complete	RedKap only offers up to size 4XL on this item number.

**Line 066** | Light Blue Cotton Short Sleeve Work Shirt With embroidery Size L-4XL Tall Red Kap #SC40LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$18.6500	\$93.25	Complete	

**Line 067** | Short Sleeve Jersey Knit Shirt LT Blue or LT Steel with embroidery Sizes S-XL Hanes #0504 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	75	Each	\$9.5500	\$716.25	Complete	Current program item is Jerzees 436MP.

**Line 068** | Short Sleeve Jersey Knit Shirt LT Blue or LT Steel with embroidery Sizes 2XL-3XL Hanes #0504 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$12.5000	\$62.50	Complete	Current program item is Jerzees 436MP.

**Line 069** | Short Sleeve Pique Knit Shirt LT Blue with embroidery Sizes S-XL Red Kap #SK82LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$16.2000	\$324.00	Complete	

**Line 070** | Short Sleeve Pique Knit Shirt LT Blue with embroidery Sizes 2XL-5XL Red Kap #SK82LB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$19.3000	\$386.00	Complete	

**Line 071** | Short Sleeve Pique Knit Shirt Cool Gray with embroidery Sizes XS-XL Port Authority #K500P or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$14.1000	\$141.00	Complete	

**Line 072** | Short Sleeve Pique Knit Shirt Cool Gray with embroidery Sizes 2XL-3XL Port Authority #K500P or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$18.5000	\$185.00	Complete	

**Line 073** | Short Sleeve Pique Knit Shirt Cool Gray with embroidery Sizes 4XL-5XL Port Authority #K500P or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$22.9500	\$114.75	Complete	

**Line 074** | Short Sleeve Pique Knit Shlrt Cool Gray with embroidery Sizes 6XL Port Authority #K500P or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$24.4500	\$122.25	Complete	

**Line 075** | 100% Cotton Orange Reflective T-shirt Screen Printed Short Sleeve with Pocket Sizes S-XL Bayside #3771 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$23.2500	\$1,395.00	Complete	

**Line 076** | 100% Cotton Orange Reflective T-shirt Screen Printed Short Sleeve with Pocket Sizes 2XL Bayside #3771 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$25.2500	\$1,515.00	Complete	

**Line 077** | 100% Cotton Orange Reflective T-shirt Screen Printed Short Sleeve with Pocket Sizes 3XL Bayside #3771 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
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INDUSTRIAL UNIFORM CO LLC 30 Each \$26.8000 \$804.00 Complete

**Line 078** | 100% Cotton Orange Reflective T-shirt Screen Printed Short Sleeve with Pocket Sizes 4XL Bayside #3771 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$28.7000	\$287.00	Complete	

**Line 079** | 100% Cotton Orange Reflective T-shirt Screen Printed Short Sleeve with Pocket Sizes 5XL Bayside #3771 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$28.7000	\$287.00	Complete	Bayside only offers this item up to 4XL.

**Line 080** | 100% Cotton Orange Reflective T-shirt Screen Printed Long Sleeve with Pocket Sizes S-XL Bayside #3781 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$26.0500	\$1,563.00	Complete	

**Line 081** | 100% Cotton Orange Reflective T-shirt Screen Printed Long Sleeve with Pocket Sizes 2XL Bayside #3781 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$27.8000	\$1,668.00	Complete	

**Line 082** | 100% Cotton Orange Reflective T-shirt Screen Printed Long Sleeve with Pocket Sizes 3XL Bayside #3781 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$29.8000	\$894.00	Complete	

**Line 083** | 100% Cotton Orange Reflective T-shirt Screen Printed Long Sleeve with Pocket Sizes 4XL Bayside #3781 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$32.5000	\$325.00	Complete	

**Line 084** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Short Sleeve with Pocket Sizes S-XL Corner Stone #CS408 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$17.7000	\$1,062.00	Complete	

**Line 085** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Short Sleeve with Pocket Sizes 2XL Corner Stone #CS408 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$19.2500	\$1,155.00	Complete	

**Line 086** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Short Sleeve with Pocket Sizes 3XL Corner Stone #CS408 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$22.3000	\$669.00	Complete	

**Line 087** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Short Sleeve with Pocket Sizes 4XL Corner Stone #CS408 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$23.8500	\$238.50	Complete	

**Line 088** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Long Sleeve with Pocket Sizes S-XL Corner Stone #CS409 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$20.7500	\$1,245.00	Complete	

**Line 089** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Long Sleeve with Pocket Sizes 2 XL Corner Stone #CS409 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	60	Each	\$22.3000	\$1,338.00	Complete	

**Line 090** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Long Sleeve with Pocket Sizes 3XL Corner Stone #CS409 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	30	Each	\$25.4000	\$762.00	Complete	

**Line 091** | 100% Polyester Orange ANSI Class 3 T Shirt Screen Printed Long Sleeve with Pocket Sizes 4XL Corner Stone #CS409 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$26.9500	\$269.50	Complete	

**Line 092** | 100% Cotton Short Sleeve T-shirt with Pocket Screen Printed on Sport Grey Sizes S-XL Gildan #2300 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	40	Each	\$6.6500	\$266.00	Complete	

**Line 093** | 100% Cotton Short Sleeve T-shirt with Pocket Screen Printed on Sport Grey Sizes 2XL-5XL Gildan #2300 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	40	Each	\$9.9500	\$398.00	Complete	

**Line 094** | Solid Ball Cap with embroidery OSFM in Navy, Black, and Khaki Valucap #VC600 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$3.9000	\$78.00	Complete	

Line 095 | Mesh Ball Cap with embroidery OSFM in Navy and Black Valucap #VC400 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$3.0500	\$61.00	Complete	

Line 096 | Straw Hat OSFM with Navy embroidered band Port Authority #SHRB or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$9.6500	\$193.00	Complete	SHRB is discontinued. Department approved replacement HCF.

Line 097 | Knit Hat with embroidery OSFM in Navy and Black Port & Co #CP90 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$2.9500	\$59.00	Complete	

Line 098 | Unstructured Low Profile Portflex Fitted Cap Embroidered in Navy, Black, and Khaki Sizes S/M and L/XL Port Authority #C861 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$8.1500	\$163.00	Complete	

Line 099 | Structured Cotton Fitted Cap with embroidery Black and Deep Navy Sizes S/M; M/L; and L/XL New Era #NE100 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$8.9000	\$178.00	Complete	NE100 discontinued. Department approved replacement of NE1000.

Line 100 | Bomber Jacket with Embroidery Class 3 Orange Sizes M-XL ML Kishigo JS120 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	15	Each	\$103.5500	\$1,553.25	Complete	

Line 101 | Bomber Jacket with Embroidery Class 3 Orange Sizes 2XL-3XL ML Kishigo JS120 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	25	Each	\$108.3000	\$2,707.50	Complete	

Line 102 | Bomber Jacket with Embroidery Class 3 Orange Sizes 4XL-5XL ML Kishigo JS120 or approved equal MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Complete	Comments
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				Extended Cost	
INDUSTRIAL UNIFORM CO LLC	2	Each	\$108.3000	\$216.60	Complete

**Line 103** | Full Rainsuit Class 3/E Orange Sizes M-L RW 110-111 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	5	Each	\$59.4000	\$297.00	Complete	Pricing for sizes S,M - L,XL

**Line 104** | Full Rainsuit Class 3/E Orange Sizes XL-XXL RW 110-111 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	10	Each	\$59.4000	\$594.00	Complete	Pricing for sizes S,M - L,XL

**Line 105** | Full Rainsuit Class 3/E Orange Sizes 3XL-4XL RW 110-111 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	40	Each	\$60.2500	\$2,410.00	Complete	Pricing for sizes 2XL,3XL - 4XL, 5XL.

**Line 106** | Full Rainsuit Class 3/E Orange Sizes 5XL-6XL RW 110-111 or approved equal  
MANUFACTURER/PRODUCT: \_\_\_\_\_

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	20	Each	\$60.2500	\$1,205.00	Complete	Pricing for sizes 2XL,3XL - 4XL, 5XL.

**Line 107** | Direct embroidery of name on garment

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	200	Each	\$4.3000	\$860.00	Complete	

**Line 108** | Direct embroidery of City logo/text on garment

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	200	Each	\$5.2500	\$1,050.00	Complete	

**Line 109** | Embroider name on emblem and sew on garment

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	200	Each	\$5.7500	\$1,150.00	Complete	

**Line 110** | Embroider City logo/text on emblem and sew on garment

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	200	Each	\$4.3000	\$860.00	Complete	

Line 111 | Screen print name on garment

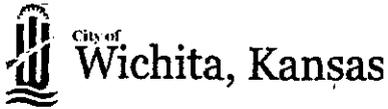
Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	200	Each	\$3.0000	\$600.00	Complete	

Line 112 | Screen print City logo/text on garment

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
INDUSTRIAL UNIFORM CO LLC	200	Each	\$3.7500	\$750.00	Complete	Per department request - screen printed items are no longer personalized with names.

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

**Vendor Group Line**

**Solicitation:** FBS40170

**Concrete Requirements**

**Close Date/Time:** 9/18/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

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**Award Method:** Group

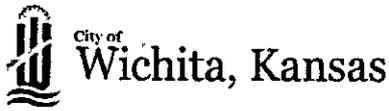
**Department:** Purchasing Department

**Responses:** 3

Vendors	Complete	Bid Total	City Comments
CONCRETE MATERIALS COMPANY LLC	Complete	\$220,000.00	Award 9-22-15 Groups 1 & 2 Various Departments, Boards & Agencies
ANDALE READY MIX CENTRAL INC	Complete	\$227,400.00	
KANSAS READY MIX LLC	Partial	\$198,505.00	

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This page summarizes bids by the totals for each group listed on the solicitation.

**Vendor Group Line**

**Solicitation:** FB540170

**Concrete Requirements**

**Close Date/Time:** 9/18/2015 10:00 AM CST

**Solicitation Type:** Formal Bid

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**Award Method:** Group

**Department:** Purchasing Department

**Responses:** 3

**Go to:**

**Group 1**

Vendors	Complete	Group Total Net Bid
CONCRETE MATERIALS COMPANY LLC	Complete	\$195,350.00
KANSAS READY MIX LLC	Complete	\$198,505.00
ANDALE READY MIX CENTRAL INC	Complete	\$201,650.00

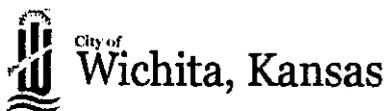
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**Group 2**

Vendors	Complete	Group Total Net Bid
CONCRETE MATERIALS COMPANY LLC	Complete	\$24,650.00
ANDALE READY MIX CENTRAL INC	Complete	\$25,750.00
KANSAS READY MIX LLC	In-Complete	\$0.00

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

**Vendor Group Line**  
**Solicitation:** FB540170      **Concrete Requirements**      **Close Date/Time:** 9/18/2015 10:00 AM CST  
**Solicitation Type:** Formal Bid      **Return to the Bid List**  
**Award Method:** Group  
**Department:** Purchasing Department      **Responses:** 3  
**Go to:**

**Line 001 | 6.6 HE Sack- Picked Up**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$66.5000	\$3,325.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$72.0000	\$3,600.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$73.0000	\$3,650.00	Complete	

**Line 002 | 6.6 HE Sack- Delivered**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$90.0000	\$4,500.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$93.0000	\$4,650.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$93.0000	\$4,650.00	Complete	

**Line 003 | 6.6 Sack- Picked Up**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	2500	Cubic Yard	\$63.7500	\$159,375.00	Complete	
KANSAS READY MIX LLC	2500	Cubic Yard	\$65.0000	\$162,500.00	Complete	
ANDALE READY MIX CENTRAL INC	2500	Cubic Yard	\$66.0000	\$165,000.00	Complete	

**Line 004 | 6.6 Sack- Delivered**

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS READY MIX LLC	100	Cubic Yard	\$87.0000	\$8,700.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$88.5000	\$8,850.00	Complete	

ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete
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Line 005 | 8.0 Sack- Picked Up

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS READY MIX LLC	100	Cubic Yard	\$66.0000	\$6,600.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$67.0000	\$6,700.00	Complete	
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$69.0000	\$6,900.00	Complete	

Line 006 | 8.0 Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS READY MIX LLC	100	Cubic Yard	\$89.0000	\$8,900.00	Complete	
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$89.0000	\$8,900.00	Complete	
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete	

Line 007 | Hi-Early- Additives

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
KANSAS READY MIX LLC	50	Cubic Yard	\$5.1000	\$255.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$6.0000	\$300.00	Complete	

Line 008 | Winter Service (November 1 - March 31)

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
KANSAS READY MIX LLC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	
ANDALE READY MIX CENTRAL INC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	
CONCRETE MATERIALS COMPANY LLC	600	Cubic Yard	\$5.0000	\$3,000.00	Complete	

Line 009 | Super Plastizer

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$6.0000	\$300.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$6.0000	\$300.00	Complete	
KANSAS READY MIX LLC	50		\$6.0000	\$300.00	Complete	

Cubic  
Yard

Line 010 | 6.6 HE Sack- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	100	Cubic Yard	\$90.0000	\$9,000.00	Complete	
ANDALE READY MIX CENTRAL INC	100	Cubic Yard	\$93.0000	\$9,300.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Line 011 | 733 R Type Mix 4000 psi in 72 hours- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$93.0000	\$4,650.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$99.0000	\$4,950.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Line 012 | Airfield Rock 5000 psi in 5 days- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$101.0000	\$5,050.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$105.0000	\$5,250.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Line 013 | Airfield Rock 5000 psi in 48 hours- Delivered

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$108.0000	\$5,400.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$115.0000	\$5,750.00	Complete	
KANSAS READY MIX LLC					No Bid...	

Line 014 | Hi-Early- Additives

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$6.0000	\$300.00	Complete	

No Bid.

KANSAS READY MIX  
LLC

**Line 015** | Winter Service (November 1 - March 31) Vendors may bid on Group 1 or Group 2 or Both Groups. Award will be based on the lowest and best total net bid per Group based on the estimated quantities.

Vendors	QTY	UOM	Price	Extended Cost	Complete	Comments
CONCRETE MATERIALS COMPANY LLC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
ANDALE READY MIX CENTRAL INC	50	Cubic Yard	\$5.0000	\$250.00	Complete	
KANSAS READY MIX LLC					No Bid.	

Top of the Page



**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL SEPTEMBER 22, 2015**

- a. Glenwood Street from the northwest corner of Lot 24, Block 5 to the northwest corner of Lot 15, Block 4; and pavement on Glenwood Court from the east edge of Glenwood Street to a point approximately 800' east serving Lots 25 through 39, Block 5 to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (472-85226/766343/490365) Does not affect existing traffic. (District II) - \$156,000.00
- b. Stormwater Drain #402 to serve Country Hollow Addition (south of Kellogg, east of 127th Street East) (468-85040/751536/485427) Does not affect existing traffic. (District II) - \$95,000.00
- c. 2015 Sanitary Sewer Rehabilitation, Phase E (CIPP) (north of 31st Street South, east of Hillside) (468-85045/620752/665005) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III) - \$650,000.00
- d. Marblefalls from the southeast line of Lot 13, Block A, south to and including the roundabout; and on Mantane from the east line of the roundabout east to the east line of the plat and that sidewalk be constructed on Marblefalls and Mantane to serve Falcon Falls 2nd Addition (north of 45th Street North, west of Hillside) (472-85106/766340/490361) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$333,300.00

**PRELIMINARY ESTIMATE of the cost of:**

Glenwood Street from the northwest corner of Lot 24, Block 5 to the northwest corner of Lot 15, Block 4; and pavement on Glenwood Court from the east edge of Glenwood Street to a point approximately 800' east serving Lots 25 through 39, Block 5 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 (766343)**

1	AC Pavement 5" (3" Bit Base)	1,845	sy
2	AC Pavement 6" (4" Bit Base)	1,090	sy
3	Crushed Rock Base 5", Reinforced	3,661	sy
4	Concrete C & G, Type 4 (6-5/8"), City	212	lf
5	Concrete C & G, Type 2 (3-5/8" RL)	1,655	lf
6	Concrete Sidewalk 4"	1,600	sf
7	Excavation	4,100	cy
8	Fill, Compacted (95% Density)	3,200	cy
9	Signing	1	LS

**MEASURED QUANTITY BID ITEMS - Group 1 (766343)**

10	Inlet Underdrain	40	lf
11	Valve Box Adjusted	1	ea

**Construction Subtotal**

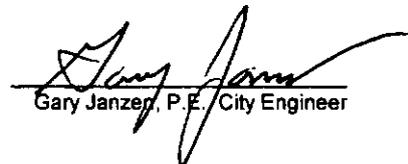
Design Fee  
Engineering & Inspection  
Administration  
Publication  
Contingency

**Total Estimated Cost**

**\$156,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
Gary Janzer, P.E. / City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

\_\_\_\_\_  
City Clerk

490365 (766343) 472-85226

Page \_\_\_\_\_

**EXHIBIT** \_\_\_\_\_

To be Bid:

August 14, 2015

**PRELIMINARY ESTIMATE of the cost of:**  
 Stormwater Drain #402 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 (751536)**

1	Inlet, Curb (Type 1A) (L=10' W=3')	2	ea
2	MH, Shallow SWS (4')	5	ea
3	Fill, Sand (Flushed & Vibrated)	38	lf
4	Pipe, SWS 12"	615	lf
5	Pipe, SWS 18"	42	lf
6	Pipe, SWS 24"	145	lf
7	Rip-Rap, Light Stone	16	sy
8	Inlet Hookup	2	ea
9	Site Clearing	1	LS
10	Site Restoration	1	LS
11	Seeding, Temporary	1	LS

**MEASURED QUANTITY BID ITEMS - Group 2 (751536)**

12	BMP, Construction Entrance	1	ea
13	BMP, Curb Inlet Protection	2	ea
14	BMP, Drop Inlet Protection	5	ea
15	BMP, Back of Curb Protection	1,867	lf

**Construction Subtotal**

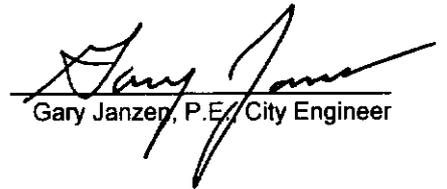
Design Fee  
 Engineering & Inspection  
 Administration  
 Publication  
 Contingency

**Total Estimated Cost**

\$95,000.00

CITY OF WICHITA)  
 STATE OF KANSAS) SS

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

  
 Gary Janzer, P.E. City Engineer

Sworn to and subscribed before me this \_\_\_\_\_  
 (DATE)

\_\_\_\_\_  
 City Clerk

485427 (751536) 468-85040

Page \_\_\_\_\_

EXHIBIT

To be Bid: September 4, 2015

**PRELIMINARY ESTIMATE of the cost of:**  
 2015 Sanitary Sewer Rehabilitation Phase E (CIPP)  
 (north of 31st Street South, east of Hillside)

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

**LUMP SUM BID ITEMS**

1	Pipe, Cured-in-Place, 8" (Site 1)	891	If
2	Pipe, Cured-in-Place, 8" (Site 2)	169	If
3	Pipe, Cured-in-Place, 10" (Site 2)	299	If
4	Pipe, Cured-in-Place, 8" (Site 3)	377	If
5	Pipe, Cured-in-Place, 8" (Site 4)	1,091	If
6	Pipe, Cured-in-Place, 8" (Site 5)	946	If
7	Pipe, Cured-in-Place, 8" (Site 6)	667	If
8	Pipe, Cured-in-Place, 8" (Site 7)	948	If
9	Pipe, Cured-in-Place, 24" (Site 8)	1,116	If
10	Pipe, Cured-in-Place, 8" (Site 9)	225	If
11	Pipe, Cured-in-Place, 10" (Site 9)	272	If
12	Pipe, Cured-in-Place, 8" (Site 10)	203	If
13	Pipe, Cured-in-Place, 8" (Site 11)	160	If
14	Pipe, Cured-in-Place, 24" (Site 12)	621	If
15	Pipe, Cured-in-Place, 24" (Site 13)	606	If
16	Pipe, Cured-in-Place, 18" (Site 14)	1,226	If
17	Pipe, Cured-in-Place, 8" (Site 15)	862	If
18	Pipe, Cured-in-Place, 8" (Site 16)	625	If
19	Pipe, Cured-in-Place, 8" (Site 17)	566	If
20	Pipe, Cured-in-Place, 8" (Site 18)	726	If
21	Pipe, Cured-in-Place, 8" (Site 19)	684	If
22	Pipe, Cured-in-Place, 8" (Site 20)	650	If
23	Pipe, Cured-in-Place, 8" (Site 21)	277	If
24	Site Preparation	1	LS
25	Site Restoration	1	LS

**Construction Subtotal**

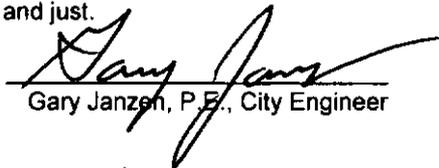
Engineering & Inspection  
 Administration  
 Publication

**Total Estimated Cost**

**\$650,000.00**

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

665005 (620752) 468-85045

Page \_\_\_\_\_

**EXHIBIT**

**PRELIMINARY ESTIMATE of the cost of:**

Marblefalls from the southeast line of Lot 13, Block A, south to and including the roundabout; and on Mantane from the east line of the roundabout east to the east line of the plat and that sidewalk be constructed on Marblefalls and Mantane to serve Falcon Falls 2nd Addition

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)	4,963	sy
2	Crushed Rock Base 5", Reinforced	6,229	sy
3	Concrete Pavement (VG) 7" (Reinf)	178	sy
4	Concrete C & G, Type 2 (3-5/8" RL & 1-1/2")	2,760	lf
5	Concrete Curb, Mono Edge (3-5/8" RL & 1-1/2")	95	lf
6	Wheelchair Ramp w/ Detectable Warnings	6	ea
7	Excavation	1,196	cy
8	Fill, Compacted (95% Density)	212	cy
9	Inlet Adjusted	2	ea
10	Inlet Hookup	4	ea
11	Maintain Existing BMPs	1	LS
12	Grading, Easement	1	LS
13	Pipe, SWS 15"	384	lf
14	Pipe, SWS 18"	12	lf
15	Pipe, SWS 24"	29	lf
16	Pipe, SWS, HERCP (19"x30"){24}	42	lf
17	Rip-Rap, Light Stone	75	sy
18	Inlet, Curb (Type 1A)(L=10' W=3')	2	ea
19	Inlet, Drop, Special	2	ea
20	Pipe Stub, 15"	1	ea
21	Pipe, End Section 15"	1	ea
22	Pipe, End Section 18"	1	ea
23	Pipe, End Section 24"	1	ea
24	Signing	1	LS
25	Seeding	1	LS
26	Sodding	1	LS
27	Site Clearing	1	LS
28	Site Restoration	1	LS

**MEASURED QUANTITY BID ITEMS**

29	Concrete Sidewalk 4"	5,566	sf
30	Inlet Underdrain	84	lf
31	BMP, Back of Curb Protection	2,855	lf
32	BMP, Curb Inlet Protection	4	ea
33	BMP, Drop Inlet Protection	4	ea
34	BMP, Silt Fence	150	lf

**Construction Subtotal**

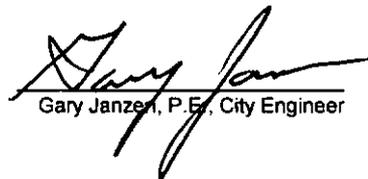
- Design Fee
- Engineering & Inspection
- Administration
- Publication
- Contingency

**Total Estimated Cost**

**\$333,300.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
 Gary Janzer, P.E., City Engineer

Sworn to and subscribed before me this \_\_\_\_\_ (DATE)

\_\_\_\_\_  
City Clerk

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Susan G. Komen Wichita Race for the Cure 2015  
(Districts I, IV and VI)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter Jeremy Mock, Susan G. Komen Kansas Affiliate, is coordinating the Susan G. Komen Wichita Race for the Cure 2015 with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure request has been submitted:

**Susan G. Komen Wichita Race for the Cure 2015**

**September 25, 2015 12:00 pm through September 26, 2015 – 1:00 pm**

- Wichita Street, Dewey Street to Lewis/Waterman Streets
- Water Street, Dewey Street to Waterman Street
- Waterman/Lewis, Wichita Street to Water Street

**September 26, 2015 6:00 am – 1:00 pm**

- Dewey Street, Water Street to Wichita Street
- WaterWalk Place Drive, Water Street to Wichita Street
- Lewis/Waterman Street, Wichita Street to McLean Boulevard
- McLean Boulevard, Maple/Lewis Street to 13<sup>th</sup> Street North
- First Street, McLean Boulevard to Waco Avenue
- Waco Avenue, First Street to Second Street
- Central Avenue, Seneca Street to Waco Avenue
- Douglas Avenue, Waco Avenue to McLean Boulevard

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 22, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Carnegie Library Centennial Concert (District I)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**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 Concert 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 Concert October 2, 2015 4:00 pm – 9:00 pm**

- Main Street, William Street to English 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.

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Oktoberfest and Run for the Poor 5K (District II)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, event promoter Brandon Martin, Blessed Sacrament Parrish, is coordinating the Oktoberfest event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Oktoberfest and Run for the Poor 5K October 3 5:00 am – 12:00 pm**

- Circle Drive, Douglas Avenue to South Bluff Street
- South Bluff Street, East Waterman to East Lewis Street
- East Lewis Street, South Bluff Street to South Pershing Street
- South Pershing Street, East Lewis Street to East English Street
- East English Street, South Pershing Street to South Fountain Street
- South Fountain Street, East English Street to East Waterman Street
- East Waterman Street, South Fountain Street to South Terrace Drive
- South Terrace Drive, East Lewis Street to East English Street
- East Douglas Avenue, North Roosevelt Street to North Bluff 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.

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Community Events – Kansas Fallen Firefighter’s Memorial (District III)  
**INITIATED BY:** Division of Arts & Cultural Services  
**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, event promoter Deputy Fire Chief Elizabeth Snow, Wichita Fire Department, is coordinating the Kansas Fallen Firefighter’s Memorial event with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**Kansas Fallen Firefighter’s Memorial October 4, 2015 11:30 am – 3:30 pm**

- Broadway Avenue, Lincoln Street to Zimmerly 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; and 2) Obtaining barricades to close the streets in accordance with requirements of the Police, Fire and Public Works and Utilities Departments.

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Security 1<sup>st</sup> Title, LLC, Hold Harmless Agreement (District V)  
**INITIATED BY:** Department of Public Works & Utilities  
**AGENDA:** Consent

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**Recommendation:** Approve the Hold Harmless Agreement.

**Background:** Security 1<sup>st</sup> Title, LLC, was provided permits to construct a sign on Lot 30, Block A in the Pier 37 Addition, which is within the City's utility easement.

**Analysis:** The proposed agreement allows Security 1<sup>st</sup> Title, LLC, to construct a sign, over and across a utility easement, located within Lot 30, Block A, in Pier 37 Addition. The agreement further provides that Security 1<sup>st</sup> Title, LLC, waives all rights of action in law arising out of the encroachment into the easement. Additionally, the agreement allows the City to be held harmless from any and all claims resulting from leaking, cave-in or failure of any future sanitary sewer line or any other infrastructure owned by the Utility, and from claims resulting from maintenance, replacement or upgrade of lines, manholes, and other City property in the easement.

**Financial Considerations:** There are no financial considerations associated with the approval of this agreement.

**Legal Considerations:** The Law Department has reviewed and approved the Hold Harmless Agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the Hold Harmless Agreement and authorize the necessary signatures.

**Attachment:** Hold Harmless Agreement.

**HOLD HARMLESS AGREEMENT**

THIS AGREEMENT made this 5<sup>th</sup> day of Aug, 2015, BY AND BETWEEN THE CITY OF WICHITA, KANSAS, hereinafter called "CITY" AND Security Post Title LLC, hereinafter called "OWNER"

WITNESSETH:

WHEREAS, the public has been granted an Easement, herein after described as beginning at the northeast corner of Lot 30, Block A, Pier 37 Addition, an addition to Wichita, Sedgwick County, Kansas, thence going west 20' along the north property line, thence going south 345.26', thence southwesterly to a point 127.54' northwest of the southernmost corner of Lot 30, thence southeast 127.54' along the property line to the southernmost corner of Lot 30, thence north 579.47' to the point of beginning, as shown on Exhibit A (attached).

WHEREAS, the Owner desires to occupy and construct improvements over the previously described section of said Easement, to wit, hereinafter referred to as Tract "A" (see attached Exhibit showing proposed encroachment and location).

NOW THEREFORE, in consideration of the premises and the several mutual and reciprocal promises of the parties, it is agreed as follows:

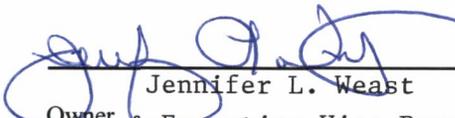
- (1) The City hereby agrees to permit the Owner to occupy and construct a sign, over and across the aforesaid Easement.
- (2) The Owner agrees that it will not begin construction of the improvement on, over and across the said Easement without first obtaining the City's written approval of any and all plans and specifications for such improvement.
- (3) In the event of an emergency or situation in which extensive notice is not feasible, that requires a repair and/or maintenance of any public utility within the Easement, and the same repair and/or maintenance is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the City may remove or damage any structure on the easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement.

In any other event that any public utility within the easement is planned or requires repair and/or maintenance and the same construction or repair is determined by the City to be impossible or impractical due to the presence of the encroachment described as Tract "A", the Owner shall be obligated to either (a) allow the City to remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement; (b) remove the said encroachment and clear the Easement; or (c) pay the costs of tunneling under the

encroachment to permit repair and/or maintenance of the public utility. After being notified by the City of the planned repair, maintenance or construction, the Owner shall have thirty (30) days to notify the City of its option and, if removal of the structure was selected, to complete the removal. If the Owner fails to remove the structure or agree to pay the costs of tunneling under the encroachment within thirty (30) days, the City may remove or damage any structure on the Easement, with the Owner being responsible to pay the costs to replace that portion of the structure within the Easement. The time to select an option or remove the structure may be extended by the City in writing.

- (4) The Owner agrees to protect and indemnify the City and adjacent property owners against any increased cost that may accrue to them due to the necessity of construction of greater distance to avoid connecting beneath any improvements that may be built on, over and across said Easement. In the event the Owner fails to provide such indemnification, the Owner agrees that the City may assess any cost incurred by it against the property of the Owner. Such assessment shall be in the manner described in K.S.A. 12-6a 17, as amended from time to time.
- (5) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said structure within Tract "A" and which injury and/or damage is caused by the presence of the encroachment into Tract "A". The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the utility within the above described Easement.
- (6) This Agreement may be terminated by the City upon failure of the Owner to comply with all of the terms of this Agreement.
- (7) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the within described premises, so long as the structure contemplated by this agreement is in existence.
- (8) This document creates a temporary, non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

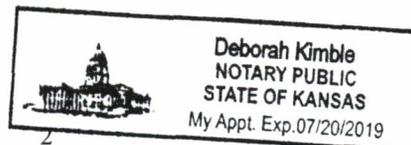
  
\_\_\_\_\_  
Jennifer L. Weast  
Owner & Executive Vice President

STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this 5<sup>th</sup> day of August, 2015, before me, a Notary Public, in and fore said county and state, came Jennifer L. Weast, Exec Vice President, to me personally known to be the same person(s) who executed the within and foregoing instrument and duly acknowledged the execution of the same as the authorized act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

  
\_\_\_\_\_  
Notary Public



My Commission Expires: \_\_\_\_\_

**CITY OF WICHITA, KANSAS**

By \_\_\_\_\_  
Jeff Longwell, Mayor  
City

ATTEST:

\_\_\_\_\_  
City Clerk

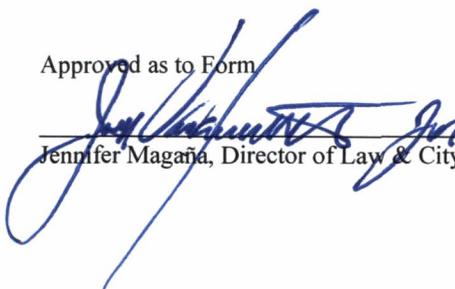
STATE OF KANSAS, SEDGWICK COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, before me, a Notary Public, in and fore said county and state, came, Jeff Longwell, Mayor of the City of Wichita, Kansas, to me personally known to be the same person who executed the within and foregoing instrument, and duly acknowledged the execution of the same, for and on behalf, and as the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, the day and year last written.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

Approved as to Form

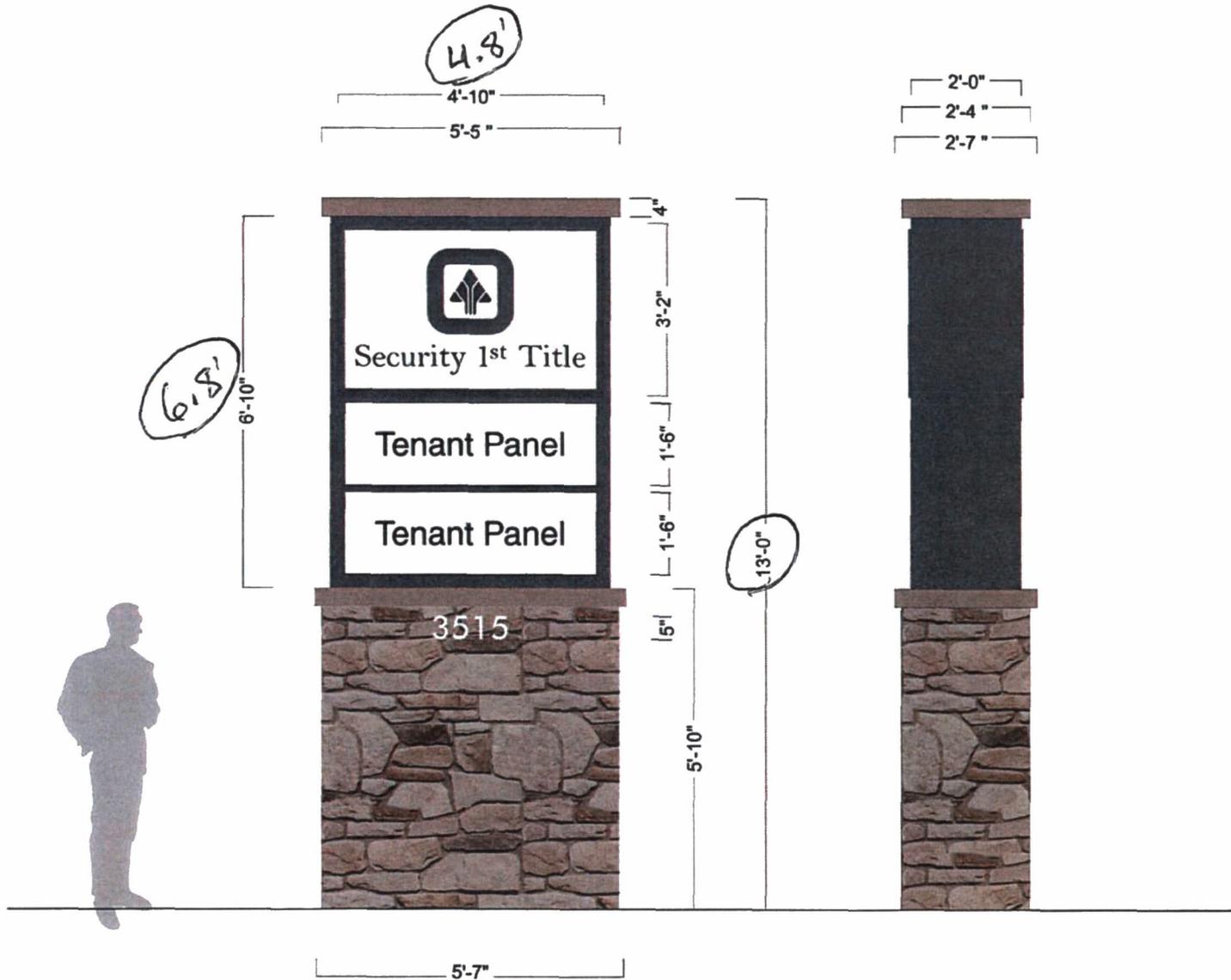
  
\_\_\_\_\_  
Jennifer Magaña, Director of Law & City Attorney



CUSTOMER: Security 1st Title

SIGN TYPE: Monument Sign

OPTION 1-2



DATE: 05.29.15 | SALESPERSON: Brian Kirkland | DRAWN BY: Jason Ridder | CONTACT: 3611 N. Broadway - Wichita, KS 67219 - (P)316.832-1177 - (F)316.838.4774

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City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for Siena Lakes Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve Supplemental Design Agreement No. 1.

**Background:** On September 9, 2014, the City Council approved petitions for paving, water, sanitary sewer, and stormwater sewer improvements to serve a new residential development located south of 37<sup>th</sup> Street North, west of Hoover. On September 16, 2014, the City Council approved an agreement with Ruggles & Bohm to provide design for improvements to Siena Lakes Addition.

**Analysis:** The projects were bid for construction on September 12, 2014, with all bids exceeding the Engineer's Estimate. The developer has reconfigured the plat to allow for a more efficient layout of the infrastructure and smaller lots. The revised petitions reflecting the new improvement district were approved by the City Council on August 4, 2015. The new plat configuration requires a complete redesign of water, sewer, paving and drainage projects. A supplemental agreement has been prepared for the additional services.

**Financial Considerations:** The original design services agreement was \$98,000. The cost of the additional services is \$66,000, which brings the total design fee to \$164,000. Funding is available within the existing \$1,036,000 budget, which is spread across four special assessment projects and was approved by the City Council on August 4, 2015.

**Legal Considerations:** Supplemental Design Agreement No. 1 has been reviewed and approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and authorize the necessary signatures.

**Attachment:** Supplemental Design Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 16, 2014

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

RUGGLES & BOHM, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated March 27, 2015) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to SIENA LAKES ADDITION:

**WATER DISTRIBUTION SYSTEM NO. 90636** serving Lots 4 through 13, Block 3, Lots 5 through 23, Block 4, Siena Lakes Addition (south of 37<sup>th</sup> Street North, west of Hoover) (Project No. 448-90636\_735514).

**LATERAL 542, SOUTHWEST INTERCEPTOR SEWER** serving Lots 1 through 13, Block 3, Lots 5 through 23, Block 4, Siena Lakes Addition (south of 37<sup>th</sup> Street North, west of Hoover) (Project No. 468-84969\_744372).

**STORM WATER SEWER NO. 684** serving Lots 1 through 8 and Lots 10 through 26, Block 1, Lots 1 through 5, Block 2, Lots 1 through 23, Block 3, Lots 1 through 23, Block 4, Siena Lakes Addition (south of 37<sup>th</sup> Street North, west of Hoover) (Project No. 468-84971\_751526).

**SIENA LAKES STREET** from the east line of Lot 5, Block 4 to the south line of 37<sup>th</sup> Street North; **SIENA LAKES COURT** from the west line of Siena Lakes Street through and including cul-de-sac, Siena Lakes Addition (south of 37<sup>th</sup> Street North, west of Hoover) (Project No. 472-85175\_766321).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

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

**Prepare additional design for water, sewer, storm sewer, and paving improvements for Siena Lakes Addition**

**B. PAYMENT PROVISIONS**

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

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

Water (w/ MBF) improvements (448-90636_735514):	\$ 5,000.00
Lat. 542 SWI Sewer (468-84969_744372):	\$12,400.00
SWS #684 (468-84971_751526):	\$31,800.00
Siena St./Ct. (472-85175_766321):	<u>\$16,800.00</u>
<b>TOTAL:</b>	<b>\$66,000.00</b>

**C. COMPLETION**

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

- (a) Field check plans of the project for distribution to utilities by **(COMPLETED)**.
- (b) Office check plans by **September 16, 2015**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **October 14, 2015**).

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

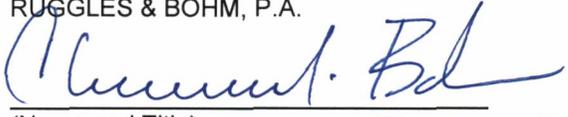
ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and  
Director of Law 14071

RUGGLES & BOHM, P.A.

  
\_\_\_\_\_  
(Name and Title)  
Christopher M. Bohm, Pres.

**City of Wichita  
City Council Meeting  
September 22, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 and Funding for Improvements to the Intersection of 45<sup>th</sup> Street North and Hillside (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve Supplemental Design Agreement No. 1 and revised budget and adopt the amending resolution.

**Background:** On July 15, 2014, the City Council approved an agreement with TranSystems to develop design concepts for the intersection of 45<sup>th</sup> Street North and Hillside. On July 7, 2015, the City Council approved the design concept. Construction is planned to begin in spring 2017 and be completed in fall 2017.

**Analysis:** The original agreement was for design concept only. A supplemental agreement has been prepared to provide final design.

**Financial Considerations:** The original design services agreement was \$55,000. The cost of the additional services is \$136,000, which brings the total design fee to \$191,000.

The existing budget of \$80,000 was approved by the City Council on July 15, 2014. The Adopted 2015-2024 Capital Improvement Program (CIP) includes \$250,000 allocated towards this project in year 2015. This brings the total revised budget to \$330,000, funded by general obligation at-large bonds, which will pay for final design, right-of-way acquisition, and City staff administration and oversight costs. The project has construction funding in the amount of \$3,422,130, which includes \$842,130 in general obligation funding allocated in the Adopted 2015-2024 Capital Improvement Program (CIP) and \$2,600,000 in federal funding, available in the Transportation Improvement Program (TIP), Amendment No. 4. The project will be returned to the City Council at a later date for approval of construction funding.

**Legal Considerations:** Supplemental Design Agreement No. 1 and the amending resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve Supplemental Design Agreement No. 1 and the revised budget, adopt the amending resolution and authorize the necessary signatures.

**Attachments:** Supplemental Design Agreement No. 1, budget sheet and amending resolution.

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85160

COUNCIL DISTRICT: 01 Council District 1    DATE COUNCIL APPROVED: Sep 22, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211531    PROJECT TITLE: 45th & Hillside Intersection

PROJECT DETAIL #: 01    PROJECT DETAIL DESCRIPTION: 45th & Hillside Intersection

OCA #: 707067    OCA TITLE: 45th & Hillside Intersection

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

PROJECT MANAGER: Shawn Mellies    PHONE #: 268-4632

NEW BUDGET     REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
9720 G.O. Bonds	\$80,000.00	\$250,000.00	\$330,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$80,000.00	\$250,000.00	\$330,000.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
2999 Contractuals	\$80,000.00	\$250,000.00	\$330,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$80,000.00	\$250,000.00	\$330,000.00

NOTES:

**SIGNATURES REQUIRED**

DIVISION HEAD: \_\_\_\_\_ *[Signature]*  
 DEPARTMENT HEAD: \_\_\_\_\_ *[Signature]*  
 BUDGET OFFICER: \_\_\_\_\_  
 CITY MANAGER: \_\_\_\_\_

Print Form

DATE: 08/27/15  
 DATE: 9/8/15  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

SUPPLEMENTAL AGREEMENT NO. 1

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 15, 2014

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

TRANSYSTEMS CORPORATION

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated July 15, 2014) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to **45<sup>th</sup> & HILLSIDE INTERSECTION** (Project No.472-85160\_707067).

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

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

**Prepare additional design improvements for 45<sup>th</sup> & Hillside Intersection  
(see Attached for details)**

**B. PAYMENT PROVISIONS**

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the not to exceed fee of **\$136,000**.

**C. COMPLETION**

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including

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

- (a) Field check plans of the project for distribution to utilities by **December 1, 2015**.
- (b) Office check plans by **February 15, 2016**.
- (c) Completion of all work required by this agreement (including submittal of final approved plans, field notes, and related project documents by **May 15, 2016**).

**D. PROVISIONS OF THE ORIGINAL AGREEMENT**

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

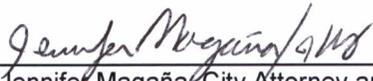
CITY OF WICHITA

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jennifer Magaña, City Attorney and  
Director of Law

TRANSSYSTEMS CORPORATION

  
\_\_\_\_\_  
(Name and Title)  
BRETT A. LETKOWSKI, PE  
SENIOR VICE PRESIDENT

**Supplemental #1 Scope of Services  
45th and Hillside Intersection  
Wichita, KS**

**PROJECT UNDERSTANDING**

The general project improvements as agreed upon by the city of Wichita and TranSystems include full reconstruction of the roadway that includes intersection improvements. These phases shall include finalizing the conceptual design geometrics initially started in Phase 100 and Phase 200, coordination with the Union Pacific Railroad (UPRR), and accommodations for future bicycle lane through the intersection. These phases shall also include storm water design, traffic signalization.

**FINAL DELIVERABLES**

The City will be provided one full size set of final plans, one full size (22" x 36") electronic PDF copy and one half-size set of final plans and the Engineer's Probable Construction Cost. Project Specific Special Provisions will be written and submitted by TranSystems.

**PROJECT TASKS**

The project will be conducted in six phases, which are listed below with a brief description for each phase.

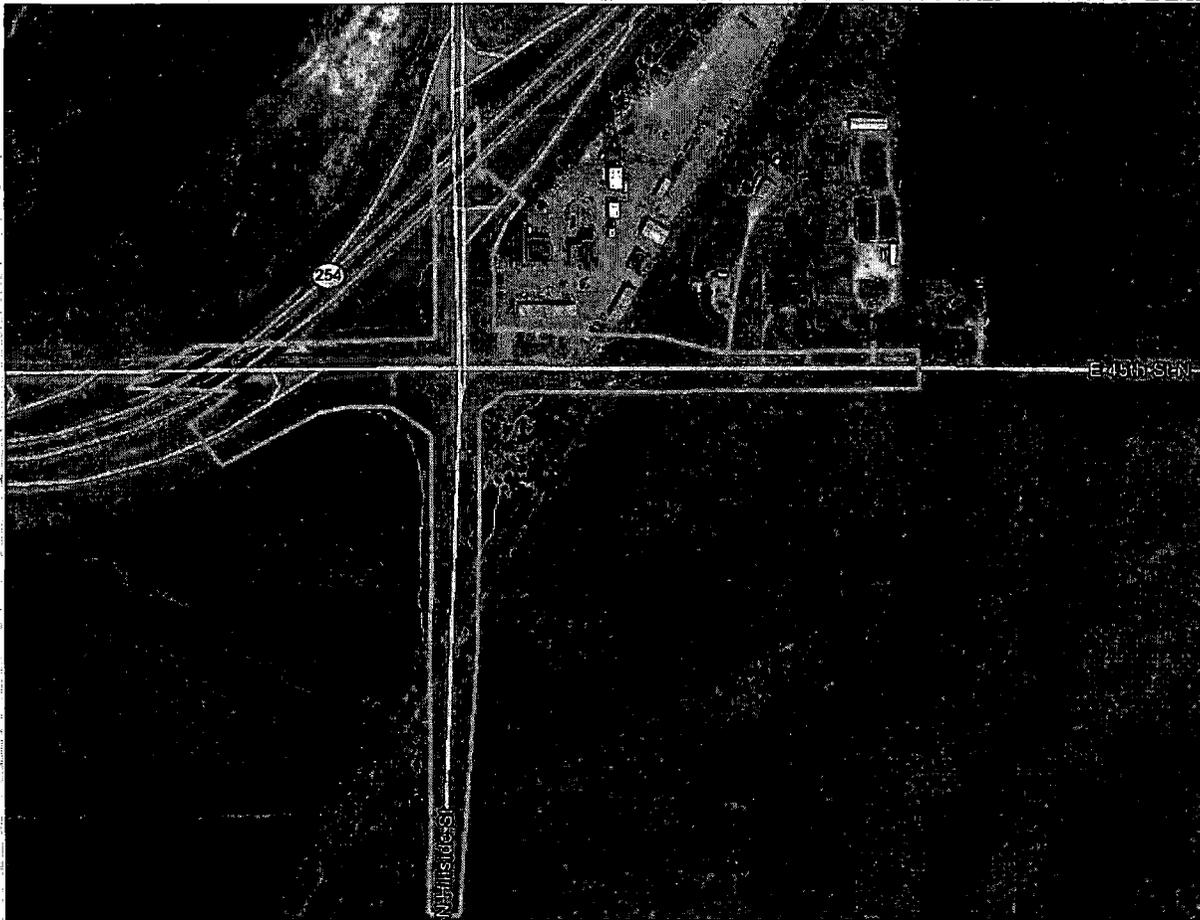
<b>*Phase 100 - Discovery Phase</b>	Previously Completed
<b>*Phase 200 - Field Check Plans</b>	Development and Initial Project Analysis
<b>Phase 300 - Office Check Plans</b>	Further Refinement of Project, and detail development.
<b>Phase 400 - Final Check/PS&amp;E</b>	Final Review/Estimating of plans
<b>Phase 500 - Final Plans</b>	Completion of Plans

**\*Previously completed under original contract.**

**Phase 300      Field Check Plans**

**Task 100      Plans and Estimates**

101. Additional Survey – Additional topographic survey to extend the limits of the survey acquired in the discovery phase will be included. The areas shown in red will be the approximate limits of the additional survey. The approximate original survey limits are shown in green. An anticipated 10 tract maps for 10 different parcels that include up to one temporary and one permanent easement shown per each parcel.



102. TranSystems will develop the design geometry based on the approved Discovery Phase for the project using the base mapping obtained in the Discovery Phase previously completed as well as additional topography picked up as part of the Field Check phase. The TIN model created in the Field Surveys task will be updated with the new survey and be used during this phase to develop the vertical alignment. This data, supplemented by City GIS, available LIDAR data, USGS mapping and existing As-Built Plans, will be used by TranSystems to define the existing drainage basins and size appropriate drainage structures per the city of Wichita/Sedgwick County Stormwater criteria.
103. Field Check plans will be prepared and submitted in accordance with city of Wichita policies and practice, and will be approximately 50% complete. The following sheets are anticipated to be included in this submittal
- Title Sheet
  - Typical Sections/General Notes
  - Plan/Profile Sheets
  - Miscellaneous Details
  - Storm Drainage
  - Traffic Signal
  - Traffic Control/ Construction Sequencing (General discussion and overview)

- Cross Sections of Pavement Surfacing and Grading (maximum nominal spacing of 50 ft., plus additional sections as needed at transition points, critical point, etc. to facilitate design and accuracy of earthwork quantities.)

103. TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format.

**Task 200 Communications**

201. TranSystems will attend one (1) Field Check meeting to review the plans and Field Check comments. This task also includes preparation of meeting minutes.

**Task 300 Utility Coordination**

301. Utility coordination will comply with the City's Utility Location Coordination Subcommittee requirements. TranSystems will submit plans and conflict list to the City's ftp site and send a notification to utilities to notify them to review and verify receipt of the utility plans. TranSystems will post a summary to the City's ftp site on the third Thursday of each month for the project's duration indicating each utility's response, a brief description of location in the project, needs for relocation, estimated timeframe and any additional comments. TranSystems will attend one (1) ULCC meeting during the field check phase.

**Task 400 Public Meeting**

401. TranSystems will assist the City in preparing for and conducting one (1) Public Meeting to present the project to the District Advisory Board. TranSystems will prepare up to three (3) project display boards and attend the meeting to assist the City in presenting the project. The city of Wichita will be responsible for all set up, securing the facilities and publishing notices. TranSystems will be responsible for documenting the response from the public. It is anticipated that the meeting will be conducted in an open-house format, with no formal presentation required.

**PHASE 400 OFFICE CHECK PLANS**

**Task 100 Plans and Estimates**

101. Plans Preparation-Once the Field Check Plans are approved, Office Check plans will incorporate the comments received at the Field Check Meeting and will further develop the plans including the geologic and hydraulic recommendations approved by the City. Office Check plans will be prepared and submitted in accordance with city of Wichita policies and practice. These plans will be approximately 90% complete plans, which will include the following items:

- Title Sheet
- Typical Sections/General Notes
- Roadway Plan and Profile Sheets
- City Standard Details
- Miscellaneous Details
- Standard Details
- Curb and Gutter
- Driveway Entrances
- Erosion Control Plans –typical BMP sheets

- Signing and Pavement Marking
- Storm Sewer Profiles
- Traffic Signal Sheets
- Summary of Quantities
- Traffic Control/Construction Phasing
- Cross Sections (Driveways will be shown in the cross sections)

TranSystems will submit one set of half size plans (11"x17") to the City on bond paper for review and one set of full size plans (22"x36") in electronic PDF format.

102. Special Provisions – Prepare Special Provisions to supplement the city of Wichita standard construction specifications as needed.
103. QA/QC-Perform quality assurance/quality control reviews of the designs and drawings.

**Task 200 R/W, Construction Easements and Drainage Easements**

201. Property Descriptions- TranSystems will write permanent and temporary legal descriptions for the following parcels of land:
  - Write Legal Descriptions for temporary construction easements for an estimated ten (10) parcels of land.
  - Write Legal Descriptions for permanent easements for an estimated ten (10) parcels of land.
  - We are estimating one (1) combined exhibit for permanent and temporary easement purposes per parcel for total survey exhibits of ten (10).

The city of Wichita will be responsible for acquiring all temporary construction easements and permanent easements to accommodate the letting schedule.

**Task 300 Utility Coordination**

Utility coordination will comply with the City's Utility Location Coordination Subcommittee requirements. TranSystems will submit plans and conflict list to the City's ftp site and send a notification to utilities to notify them to review and verify receipt of the utility plans. TranSystems will post a summary to the City's ftp site on the third Thursday of each month for the project's duration indicating each utility's response, a brief description of location in the project, needs for relocation, estimated timeframe and any additional comments. TranSystems will attend one (1) ULCC meeting during the Office Check Phase.

**Task 400 Permitting**

401. Permitting – The city of Wichita will handle environmental clearances (such as historical, noise, etc.) associated with the project. TranSystems will prepare the following permit applications as is standard at the time of this contract, those permit applications include the following:
  - The Kansas Department of Health & Environment Notice of Intent (NOI) - Projects that has a total disturbed area greater than 1 acre require that Notice of Intent be filed with the Kansas Department of Health and Environment for a Construction Storm Water Discharge Permit under the National Pollutant Discharge Elimination System.

TranSystems environmental team will prepare the NOI. The application fee of \$60 and is an annual fee will be paid for directly by the city of Wichita.

- City of Wichita/Sedgwick County Stormwater Permit - For authorization to discharge stormwater runoff from construction activities in accordance with the Kansas Water Pollution Control General Permit under the National Pollutant Discharge Elimination System (NPDES). TranSystems will prepare the permit once the NOI has been "Conditionally Authorized" by KDHE. The contractor will be responsible for submitting the Stormwater Pollution Prevention Plan (SWPPP) to the city of Wichita prior to construction.

## **PHASE 500 FINAL CHECK Plans**

### **Task 100 Plans and Estimates**

101. Plans Preparation-Once the Office Check Plans are approved, Final Check plans will be prepared and submitted in accordance with city of Wichita policies and practice. These plans will be approximately 99% complete plans, which will include all of the items in Office Check.

## **PHASE 500 FINAL PLANS**

### **Task 100 Plans and Estimates**

101. Plans Preparation-Once the Final Check Plans are approved, Final plans will be stamped and submitted in accordance with city of Wichita policies and practice. TranSystems will help staff prepare for presentation of the final plans to the city of Wichita City Council for acceptance. This should complete the plan production portion of the contract.

### **Proposal Conditions**

- City of Wichita supplemented with KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required.
- Geological investigations are not included in this proposal. A separate agreement with the City of Wichita will be negotiated to include these services if required;
- Pavement designs are not included as part of this proposal. Proposed pavement sections will be based on existing pavement sections and City of Wichita recommendations;
- No lighting or aesthetic designs are included as part of this proposal;
- Should public utilities need to be relocated, as a part of this project, i.e. waterline and/or sanitary sewer relocations, the city of Wichita will be responsible for specific relocation work. The design of city owned water lines are not included in this scope and a separate agreement with the city of Wichita will be negotiated if these services are desired.
- Drainage design is assumed to occur within the project limits. Should existing storm sewer lines or other miscellaneous drainage improvements be required outside the project limits TranSystems will enter into a supplemental agreement to complete that work;
- The city of Wichita will acquire all properties and/or easements needed for the project as defined by the legal descriptions and tract maps outlined herein. The City will be responsible for inserting the legal descriptions onto the appropriate acquisition forms prepared by the City.
- Staking of proposed Temporary Construction or Permanent Drainage Easements is not included as part of this proposal;

- According to the FEMA web site, FIRM Map Number 20173C0218E, dated February 2, 2007, there are no floodplains or floodways delineated in the vicinity of this project. Therefore, no floodplain or floodway delineation will be shown on the plans.
- The scope of work does not include waters of the U.S. mitigation (likely not required);
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein. TranSystems will convert the design files to the city's current AutoCAD version at the conclusion of the project.
- The selected contractor may request final reference files from TranSystems and enter into a separate agreement with TranSystems regarding the use of the electronic data.
- Construction Inspection services are available upon request, but are not included in this agreement. A separate agreement with the city of Wichita will be negotiated if these services are desired.

RESOLUTION NO. \_\_\_\_ - \_\_\_\_\_

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-192 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN 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**, 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 has heretofore by Resolution No. 14-192 of the City (the "Prior Resolution"), authorized the following described public improvements:

**Design, right-of-way acquisition, and City staff administration and oversight costs of improvements to the intersection of 45<sup>th</sup> Street North and Hillside as necessary for a major traffic facility (472-85160).**

(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. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read 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 **\$330,000** in accordance with specifications prepared or approved by the City Engineer.

**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 July 15, 2014**, to the extent of Bonds authorized under the original version of **Resolution 14-192**, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Sections 1 and 2* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Jennifer Magaña, City Attorney and Director of Law

**RESOLUTION NO. 15-314**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-192 OF THE CITY OF WICHITA, KANSAS WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN 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**, 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 has heretofore by Resolution No. 14-192** of the City (the “Prior Resolution”), authorized the following described public improvements:

**Design, right-of-way acquisition, and City staff administration and oversight costs of improvements to the intersection of 45<sup>th</sup> Street North and Hillside as necessary for a major traffic facility (472-85160).**

(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. Amendment.** *Section 1* of the Prior Resolution is hereby amended to read 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 **\$330,000** in accordance with specifications prepared or approved by the City Engineer.

**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 July 15, 2014**, to the extent of Bonds authorized under the original version of **Resolution 14-192**, and 60 days before the date of adoption of this Resolution, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Repealer; Ratification.** *Sections 1 and 2* of the Prior Resolution is hereby repealed; and the rest and remainder thereof is hereby ratified and confirmed.

**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 22, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council  
**SUBJECT:** Change Order Limit Adjustment for 17th Street Sanitary Sewer Improvements (Wichita State University Innovation Campus) (District I)  
**INITIATED BY:** Department of Public Works & Utilities  
**AGENDA:** Consent

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**Recommendation:** Approve the change order limit adjustment and adopt the amending resolution.

**Background:** On June 9, 2015, the City Council approved a construction contract with Wildcat Construction and a change order limit of \$50,000 for the project. The following change order has been processed to date:

Number	Date	Provided	Cost
Original	June 9, 2015	Original construction contract	\$1,149,000
No. 1	August 11, 2015	Additional manholes, pavement removal and replacement and concrete encasement due to accurate locate information for the water main not being available at the time of bidding.	\$45,272
		Contract total to date	\$1,194,272

**Analysis:** Accurate record information on the existing waterline was not available at the time of bidding due to the accelerated schedule needed to meet the construction timetable for the Wichita State Innovation Campus project. The conflicts between the sanitary sewer and existing waterline have resulted in a change order total approved to date of \$45,272.

This total represents 91% of the approved change order limit, with only 20% of the contract work completed thus far. Based on remaining work, staff recommends an increase in the change order limit to 8% of the contract amount, or \$92,000.

Without increasing the change order limit, all change orders above the approved total of \$50,000 will require approval by the City Council regardless of cost. The approximate six-week standard process for change order approval will result in significant delay costs, as much as \$3,000 per day.

**Financial Consideration:** Increasing the change order limit has no impact on the previously approved budget of \$1,750,000, which is funded by future revenue bond sales or water utility cash reserves.

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

**Recommendation/Action:** It is recommended that the City Council approve the change order limit adjustment, adopt the amending resolution and authorize the necessary signatures.

**Attachment:** Amending resolution.

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE PUBLIC WORKS PROJECT AS ALLOWED BY CHARTER ORDINANCE 222:

WHEREAS, the construction of major public works projects routinely entail the need to make contract modifications for field conditions, quantity adjustments, and other alterations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional City staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, the reconstruction of a portion of **17th Street Sanitary Sewer Improvements (Wichita State University Innovation Campus)** covered by contract number **(468-85021)** qualifies as such a major public works construction project. Continued, timely prosecution of that work is in the best interest of the traveling public and nearby commercial and residential property owners;

WHEREAS, an increase in the level of change orders allowed without additional Council approval, but at a level considerably below that allowed in Charter Ordinance 222, will allow responsible project management to continue without costly and inconvenient construction delays;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015 that,

1. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time modification to the City's change order policy governing the construction of public works projects. This modification grants City staff authority to approve change orders for the **17th Street Sanitary Sewer Improvements (Wichita State University Innovation Campus)** project up to a cumulative cost not exceeding eight percent (8%) of the original contract price without separate City Council approval.
2. This policy is effective only for project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

ADOPTED AT WICHITA, KANSAS BY THE GOVERNING BODY OF THE CITY OF WICHITA  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

*Juan R. Magaña*  
for \_\_\_\_\_  
JENNIFER MAGAÑA, CITY ATTORNEY AND DIRECTOR OF LAW

RESOLUTION NO. 15-316

A RESOLUTION TO MODIFY THE CHANGE ORDER POLICY GOVERNING THE CONSTRUCTION OF A SINGLE PUBLIC WORKS PROJECT AS ALLOWED BY CHARTER ORDINANCE 222:

WHEREAS, the construction of major public works projects routinely entail the need to make contract modifications for field conditions, quantity adjustments, and other alterations necessary for efficient and effective project completion; and

WHEREAS, the use of public bidding followed by use of professional City staff for project oversight protects against cost overruns that do not inure to the benefit of the public; and

WHEREAS, the reconstruction of a portion of **17th Street Sanitary Sewer Improvements (Wichita State University Innovation Campus)** covered by contract number **(468-85021)** qualifies as such a major public works construction project. Continued, timely prosecution of that work is in the best interest of the traveling public and nearby commercial and residential property owners;

WHEREAS, an increase in the level of change orders allowed without additional Council approval, but at a level considerably below that allowed in Charter Ordinance 222, will allow responsible project management to continue without costly and inconvenient construction delays;

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA ON THIS 22 DAY OF SEPTEMBER 2015 that,

1. The City Council for the City of Wichita, Kansas hereby adopts and approves a one-time modification to the City's change order policy governing the construction of public works projects. This modification grants City staff authority to approve change orders for the **17th Street Sanitary Sewer Improvements (Wichita State University Innovation Campus)** project up to a cumulative cost not exceeding eight percent (8%) of the original contract price without separate City Council approval.
2. This policy is effective only for project change order work that both arises from unforeseen conditions that are discovered after bids are let and that does not expand the scope of work to be performed under the original contract. Work that is not the result of unforeseen conditions or that expands the scope of the contract work is to be separately bid.

ADOPTED AT WICHITA, KANSAS BY THE GOVERNING BODY OF THE CITY OF WICHITA  
ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

\_\_\_\_\_  
JEFF LONGWELL, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JENNIFER MAGAÑA, CITY ATTORNEY AND DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council

**SUBJECT:** Joint Funding Agreement with USGS for Equus Beds Aquifer (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

---

**Recommendation:** Approve the Joint Funding Agreement with the United States Department of Interior, United States Geological Survey (USGS) for continued surface water and groundwater data collection and interpretation related to artificial recharge of the Equus Beds Aquifer for the period of October 1, 2015 to September 30, 2016.

**Background:** This agreement between the City of Wichita and the USGS is a renewal of an existing funding agreement, Continued Surface and Ground Water Data Collection and Interpretation Related to the Artificial Recharge Program (10/1/2008-9/30/2015). Work under the agreement is required by regulations that govern the operation of the Aquifer Storage and Recovery (ASR) Project. Work includes measuring and interpreting the groundwater levels in the Equus Beds wellfield; operating and maintaining stream flow gauges on the Little Arkansas River; and, performing water quality monitoring, sampling and analyses of both the Little Arkansas and the Equus Beds associated with ASR.

The proposed agreement presents a one-year continuation of work jointly pursued by Wichita and the USGS. The scope and annual cost of the proposed work is reduced from that done under the previous agreement and includes only nondiscretionary work. A one-year renewal will allow the City to comply with regulatory requirements while exploring competitive procurement for portions of the work. If the costs for necessary services, such as water sampling and testing, cannot be reduced through competitive procurement, it may be desirable to enter into multi-year funding agreements with USGS.

**Analysis:** The City and USGS have been engaged in a long-term program (in place since 1940) to describe annual water-level changes in the Equus Beds aquifer. Additional cooperative agreements have established that regulatory requirements for ASR are being met and water quality is being protected for both the Equus Beds aquifer and the Little Arkansas River. Cost savings are realized by participating in a joint funding agreement through the USGS Cooperative Water Program (CWP). The USGS will provide 23% of the funds to accomplish the work under this agreement.

Accurate groundwater level data is key for managing the wellfield in terms of both furnishing a water supply and for operating ASR. Stream flow gauges are required to ensure ASR is operating within permit limits. The surface water quality monitoring effort is required to ensure river water taken in meets requirements for treatment and to determine if the downstream water quality is being affected. Water quality monitoring of the Equus Beds is necessary to assure that there is no deterioration of the aquifer associated with water injected into the aquifer by ASR.

**Financial Consideration:** Wichita's participation in the CWP reduces the City's expenses for work necessary to comply with regulatory requirements and to responsibly operate and manage water supply assets. The total value of the agreement is \$1,041,220. The City's cost is \$801,720 with \$239,500 being contributed by the USGS. The renewed contract total cost will be 14% lower than the average annual cost of the 2008-2015 agreement. Funding for this agreement is included in the 2015 adopted budget for Water Production and Pumping.

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

**Recommendations/Actions:** It is recommended that the City Council approve the Joint Funding Agreement and authorize the necessary signatures.

**Attachments:** Joint Funding Agreement.

Form 9-1366  
(April 2015)

**U.S. DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY**

Customer #: 6000001375  
 Agreement #: 16C4KS000400000  
 Project #: SE00194  
 TIN #: 48-6000653  
 Fixed Cost Agreement YES

**JOINT FUNDING AGREEMENT**

FOR  
WATER RESOURCE INVESTIGATIONS

**THIS AGREEMENT is entered into as of the, 1ST day of OCTOBER, 2015 by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF WICHITA, KANSAS, party of the second part.**

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation CONTINUED SURFACE AND GROUNDWATER DATA COLLECTION AND INTERPRETATION RELATED TO ARTIFICIAL RECHARGE OF THE EQUUS BEDS AQUIFER herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.00
  - (a) by the party of the first part during the period
 

Amount	Date	to	Date
\$239,500.00	OCTOBER 1, 2015		SEPTEMBER 30, 2016
  - (b) by the party of the second part during the period
 

Amount	Date	to	Date
\$801,720.00	OCTOBER 1, 2015		SEPTEMBER 30, 2016
  - (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of:  
  
Description of the USGS regional/national program:
  - (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
  - (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

9-1366 (Continuation)

Customer #:

6000001375

Agreement #:

16C4KS000400000

- 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.
- 8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
- 9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered QUARTERLY. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey  
 United States  
 Department of the Interior

City of Wichita, Kansas

USGS Point of Contact

Customer Point of Contact

Name: Andrew C. Ziegler  
 Address: 4821 Quail Crest Place  
 Lawrence, KS 66049  
 Telephone: 785-832-3539  
 Email: aziegler@usgs.gov

Name: Scott Macey  
 Address: 455 N Main Street, 8th Floor  
 Wichita, KS 67202  
 Telephone: 316-268-4342  
 Email: SMacey@usgs.gov

Signatures and Date

Signature:		Date:	5/27/15	Signature:	_____	Date:	_____
Name:	Andrew C. Ziegler	Name:	_____	Title:	_____	Title:	_____
Title:	Director, KS WSC	Title:	_____				

*Jennifer Magaña*  
 for Jennifer Magaña, City Attorney and  
 Director of Law

ATTEST:  
 \_\_\_\_\_  
 KAREN SUBLETT, CITY CLERK

**City of Wichita  
City Council Meeting  
September 22, 2015**

**TO:** Mayor and City Council

**SUBJECT:** Funding for Improvements to the Intersection of Central and Norman (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the budget and adopt the resolution.

**Background:** The intersection of Central and Norman is in need of improvements to address current drainage issues. The original intersection design attempted to use relatively flat elevation changes to provide positive drainage, in an effort to save construction costs for improvements to Central, between Tyler and Maize. Construction on the project was completed in 2003. Minor settlement in various areas since that time has caused sand and debris to settle out near the intersection and in front of a residential driveway, creating a standing water situation that also impacts use of the wheelchair ramp.

**Analysis:** The proposed improvements will consist of removing and replacing the concrete intersection pavement and constructing a drainage system to allow underground bypass of much of the Central drainage past Norman.

**Financial Considerations:** The Adopted 2015-2024 Capital Improvement Program includes \$150,000 allocated to the project in year 2015, which is funded by general obligation bonds and will allow for construction and City staff administration and oversight costs.

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

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

**Attachments:** Resolution and budget sheet.

**RESOLUTION NO. 15-315**

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN 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**, 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:

**Construction of improvements to Central and Norman Intersection (472-85238).**

(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 **\$150,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**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, to the extent of the increased authorization contained herein, all 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 22, 2015.

(SEAL)

---

Jeff Longwell, Mayor

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Jennifer Magaña, City Attorney and Director of Law

# Project Request

CIP     Non-CIP    CIP YEAR: 2015    CIP #: \_\_\_\_\_

NEIGHBORHOOD IMPROVEMENT

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

FUND: 400 Street Improvements    SUBFUND: 405 Arterial Paving    ENGINEERING REFERENCE #: 472-85238

COUNCIL DISTRICT: 05 Council District 5    DATE COUNCIL APPROVED: Sep 22, 2015    REQUEST DATE: \_\_\_\_\_

PROJECT #: 211546    PROJECT TITLE: Central & Norman

PROJECT DETAIL #: 01    PROJECT DETAIL DESCRIPTION: Central & Norman

OCA #: 707091    OCA TITLE: Central & Norman

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

PROJECT MANAGER: Shawn Mellies    PHONE #: 268-4632

NEW BUDGET     REVISED BUDGET

## REVENUE

## EXPENSE

Object Level 3	Budget	Object Level 3	Budget
9720 G.O. Bonds	\$150,000.00	2999 Contractuals	\$150,000.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

**REVENUE TOTAL:**    \$150,000.00

**EXPENSE TOTAL:**    \$150,000.00

NOTES:

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD:   
 DEPARTMENT HEAD:   
 BUDGET OFFICER: \_\_\_\_\_  
 CITY MANAGER: \_\_\_\_\_

DATE: 08/20/15  
 DATE: 9/8/15  
 DATE: \_\_\_\_\_  
 DATE: \_\_\_\_\_

RESOLUTION NO. \_\_\_\_ - \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN 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**, 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:

**Construction of improvements to Central and Norman Intersection (472-85238).**

(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 **\$150,000** in accordance with plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; said plans and specifications to be placed on file in the office of the City Engineer.

**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, to the extent of the increased authorization contained herein, all pursuant to Treasury Regulation §1.150-2.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on \_\_\_\_\_.

(SEAL)

\_\_\_\_\_  
Jeff Longwell, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
for Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council

**SUBJECT:** Settlement of Inverse Eminent Domain Action  
(District II)

**INITIATED BY:** Law Department

**AGENDA:** Consent

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**Recommendation:** Approve the Settlement and Purchase Agreement.

**Background:** The 11.35 acres at the northeast corner of Kellogg and 143<sup>rd</sup> Street East was platted in 2006. Sometime thereafter, the owner first approached the Kansas Department of Transportation, and then the City, seeking access to Kellogg beyond that which was provided by the plat. The City agreed to pursue such a compromise if the owner would also sell the right-of-way which would be needed in the future to the City. In 2011, surveys defining proposed right-of-way requirements from the property indicated that approximately 1.35 acres of the property would be required for highway purposes. The City commissioned an appraisal report estimating just compensation for the proposed acquisition from the subject property and a purchase offer was extended but no agreement was reached.

The owner initiated an inverse condemnation action on the theory that the marketability of the property was damaged by the prior negotiations. While the legal action was progressing, it was determined that additional land would be needed for the expansion of Kellogg. Additionally, the property would be impacted by the relocation of a major electric transmission line associated with the Kellogg/Greenwich Interchange project.

**Analysis:** The appraisals developed by the City and the landowner in preparation for the court case provide a range of values for the initial right-of-way requirement (approximately 12% of the site) of between \$630,000 and \$1,997,000. These amounts would be significantly increased by the need for the additional highway right-of-way plus the required right-of-way for the transmission line. The appraisals valued the entire property at between \$1,800,000 and \$2,250,000. The owner has agreed to sell the property for \$2,000,000. The pending court action will be dismissed and all parties will take responsibility for their own costs and fees associated with the litigation and settlement.

**Financial Considerations:** A budget of \$2,280,000 is requested. This includes \$2,000,000 for the acquisition, \$270,000 for outstanding specials and \$10,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax funds from the Kellogg, Webb-159th Street Right-of-Way project approved by the City Council on February 5, 2013.

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

**Recommendation/Action:** It is recommended that the City Council: 1) approve the budget; 2) approve the Settlement and Purchase Agreement; and 3) authorize the necessary signatures.

**Attachments:** Settlement and Purchase Agreement.

## SETTLEMENT AND PURCHASE AGREEMENT

The City of Wichita, Kansas, a Kansas municipal corporation ("City"), and Taylor Enterprises, Inc., a Kansas corporation ("Taylor") (collectively referred to herein as the "Parties"), hereby enter into this Settlement and Purchase Agreement ("Agreement") on this 4<sup>th</sup> day of September, 2015.

WHEREAS, Taylor filed an inverse condemnation action against City titled *Taylor Enterprises, Inc. v. City of Wichita, Kansas*, Case No. 12-CV-0452, which is pending in the District Court of Sedgwick County, Kansas ("Inverse Action"); and

WHEREAS, the parties have entered into an agreement to fully and finally settle and compromise any and all claims they may have, or may hereafter have, one against the other, arising out of the alleged takings, all matters flowing therefrom, and any other activities undertaken in connection with matters herein discussed, including any and all claims and demands for attorney's fees and litigation expenses, and by this written Agreement desire and intend to set forth the terms and condition of their agreement in writing.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Conveyance. Taylor agrees to sell and City agrees to purchase Taylor's entire property located generally in the northeast corner of 143<sup>rd</sup> Street and East Kellogg/US-54, Wichita, Sedgwick County, Kansas, and more specifically described in Exhibit A, which is attached hereto and incorporated herein by reference ("Subject Property").

2. Purchase Price and Payment Terms. The purchase price for the Subject Property is **\$2,000,000.00** (the "Purchase Price"). The City shall pay the Purchase Price to Taylor at Closing (as described below).

3. Title, Closing, and Possession.

a. Closing shall be on or before October 15, 2015, at Wichita City Hall, 13<sup>th</sup> Floor, Office of Property Management, Wichita, Kansas, or at any other place agreed to by the parties. At Closing, Taylor shall deliver to the City a Special Warranty Deed ("Deed") to the Subject Property. The Deed shall provide that the Subject Property shall be conveyed to the City free and clear of all mortgages, liens, judgments, or other monetary encumbrances, except those approved by City at Closing. Upon delivery of the Deed to the City, the City shall then record the Deed with the Sedgwick County Register of Deeds. The City shall pay all expenses and fees due as a result of Closing.

b. Immediately after Closing, City shall be entitled to full and exclusive rights of possession and use of the Subject Property.

c. Exhibit B attached hereto identifies:

(i) The petitions that evidence Taylor's request that improvements be made to the Subject Property with the costs assessed against the Subject Property, (the "Assessed Petitions");

(ii) The petitions that evidence Taylor's request for improvements that have not been made to the Subject Property (the "Pending Petitions"); and

(iii) The letters of credit presented by Taylor to the City as security for payment of the costs assessed against the Subject Property pursuant to the Assessed Petitions and Pending Petitions.

The Parties agree that (1) as set forth in Section 5 of this Agreement, the special assessments against the Subject Property evidenced by the Assessed Petitions shall be prorated as of Closing; (2) the Pending Petitions shall be deemed to be withdrawn and of no further force and effect; and (3) the City shall release the Letters of Credit and the Letters of Credit shall be of no further force and effect.

d. Upon Closing, City will become the sole member and have sole control of the Prairie Pond Plaza Owners' Association ("Association"), and will receive all of the "Developer" control, rights and obligations pursuant to the recorded covenants (Sedgwick County Register of Deeds Doc#/Flm-Pg 28961265 and 28961266). As part of Closing, the parties will execute such additional documents to fully effectuate Taylor ceasing to have or retain any ownership or control of the Association (for example without limitation, removing Taylor as an Association board member, officer and registered agent). City agrees to indemnify and hold Taylor harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim related to the Association or Developer rights or obligations for the time period after Closing. The terms of this sub-section will survive Closing.

4. No Improvements; Subject Property Sold "As-Is". The Parties agree and acknowledge no improvements are located within the Subject Property, and City accepts the Subject Property "As-Is" as of the date of the execution of this Agreement, without any warranties or representations from Taylor of any nature whatsoever; including without limitation subject to all matters of public record and visible upon survey or inspection as of the date of this Agreement. The Parties agree that after the date of the execution of this Agreement the Subject Property shall not be altered, improved or conveyed in whole nor any interest therein until Taylor receives full payment of the Purchase Price plus interest thereon.

5. Proration. Taylor shall pay all real property and other taxes, general and special, and all special assessments of any kind or nature, which are due and have accrued as of the date of Closing. City shall assume such taxes or special assessments which become due and owing after the date of Closing. Taylor shall also dismiss any pending appeals it has with the Kansas Board of Tax Appeals, or any other regulatory body, regarding any past taxes or special assessments it has paid on protest, or appealed, through the date of Closing.

6. Closing Costs. City agrees to pay the costs associated with Closing, and of recording all deeds and/or other instruments tendered to it.

7. Real Estate Commissions. The Parties represent that neither has engaged the services of a real estate agent or broker in relation to this transaction, and that to the best of their respective knowledge no person or entity has a claim for any commission in connection with this transaction. In the event that any person or entity claims a commission from Taylor for services provided to Taylor in relation to this transaction, such commissions are the sole responsibility of Taylor. Taylor agrees to indemnify and hold City harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from Taylor. In the event that any person or entity claims a commission from City for services provided to City in relation to this transaction, such commissions are the sole responsibility of City. City agrees to indemnify and hold Taylor harmless from and against any and all liability, costs and expenses, including reasonable attorneys' fees, arising out of or pertaining in any manner to any claim for any such commission claimed from City.

8. Involuntary Conversion In Lieu of Legal Proceedings, Treatment under 26 USC §1033; Transaction Not Arms-Length. City and Taylor hereby acknowledge and agree the Subject Property is currently held by Taylor for productive use in a trade or business (including development), but is in the path of the City's planned expansion of US-54/Kellogg Avenue and accordingly is being acquired on an advanced-acquisition basis for such planned improvements. Therefore, the parties specifically agree the transfer of the Subject Property contemplated by this Agreement is made in lieu of, but under threat of, the City's use of its right and power to acquire the Subject Property by eminent domain, and accordingly such transfer is compulsorily made and under duress by Taylor for all purposes, including but not limited to the application of 26 USC §1033 and any other applicable law or regulation.

9. Dismissal With Prejudice. Taylor agrees to dismiss the Inverse Action with Prejudice immediately after Closing.

10. Full Satisfaction. The Parties agree the consideration set forth herein is made in full and final settlement of any and all claims either made or which may have been made against the other arising out of the alleged takings herein concerned, including but

not limited to claims for just compensation for City's alleged taking of Taylor's real property and real property rights and interests, and therefore the parties hereby mutually waive, release, relinquish and discharge any and all such claims each may now have against the other.

11. Authority and Capacity to Execute. Each of the persons signing this Agreement represents, warrants, and guarantees that he has the full and complete authority and capacity to execute the Agreement and bind the party for whom said person is signing.

12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective successors, assigns, agents and representatives.

13. Entire Agreement. This Agreement constitutes the full, complete, and entire agreement between the Parties. There are no representations, promises, or agreements, whether expressed or implied, oral or written, that are not set forth herein. The terms of this Agreement are contractual and not a mere recital.

14. Review of Agreement and Understanding Thereof. The Parties represent that they have carefully read this Agreement and understand its terms and conditions without reservation. The Parties further acknowledge that in entering into this Agreement, they are relying wholly upon their own judgment, belief, and knowledge, and that they have not been influenced, to any extent whatsoever, by any representations or statements made by any other Party to this Agreement or the persons, firms, or corporations who are hereby released. The Parties have had the opportunity to receive the advice of legal counsel before entering into this Agreement and are doing so freely and voluntarily.

15. Joint Preparation of Agreement. This Agreement shall not be construed against the party preparing it, but shall be construed as if it were prepared jointly by all the Parties, and any uncertainty or ambiguity shall not be interpreted against any person or entity.

16. Amendments and Modifications. No modifications, alterations, or amendments of this Agreement shall be effective unless made in writing and signed by each of the Parties hereto.

17. Lawful Agreement. The Parties agree that the covenants, promises, agreements, and representations herein made and provided are lawful and adequate consideration for each other.

18. Invalidity. If any provision in this Agreement should be held to be invalid or unenforceable, then such provision shall be made effective to the fullest extent reasonable and practical, and the invalidity or unenforceability of such provision shall not affect the remaining provisions, which shall at all times continue in full force and effect.

19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Kansas.

20. Execution of Additional Documents. The Parties agree to cooperate fully and to execute any and all supplementary documents, and to take all additional actions and proceedings, whether legal, procedural, or otherwise, that may be necessary, advisable, or appropriate to give full force and effect to the terms and intent of this Agreement.

21. Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute the same instrument. A signature made on a faxed copy of the Agreement, or a signature transmitted by facsimile or electronic mail, will have the same effect as the original signature.

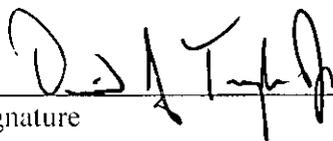
22. Use of Headings. The Parties understand and agree the headings in this Agreement have been inserted for ease of reference only and do not in any way restrict or modify its terms or provisions.

23. Time. Time is of the essence in this Agreement.

24. Survival. The terms of this Agreement shall survive closing and shall govern and control the Escrow arrangement set forth in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date above first written.

**TAYLOR ENTERPRISES, INC.**

  
\_\_\_\_\_  
Signature

Daniel J. Taylor, Jr.  
\_\_\_\_\_  
Print Name

Vice President  
\_\_\_\_\_  
Print Title

CITY OF WICHITA, KANSAS

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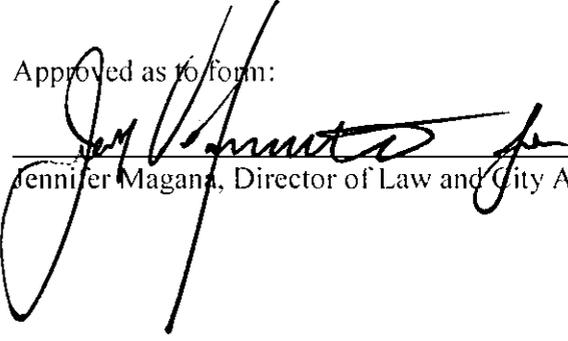
Jeff Longwell, Mayor

**ATTEST:**

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Karen Sublett, City Clerk

Approved as to form:



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Jennifer Magana, Director of Law and City Attorney

**Exhibit A**

Lots 1 through 6, Block A, and Reserve "A", Prairie Pond Plaza 2nd Addition to Wichita, Sedgwick County, Kansas.

**Exhibit B**

Assessed Petitions: Exhibit B-1 through Exhibit B-4  
Pending Petitions: Exhibit B-5 through Exhibit B-7

**Letters of Credit**

	<b><u>Purpose</u></b>	<b><u>Amount</u></b>
SLC00002601:	Sewer	\$36,400.00
SLC00002494:	Sanitary Sewer	\$42,700.00
SLC00002495:	Storm Water Drain	\$79,100.00
SLC00003310:	Water Line	\$32,900.00
SLC00003309	Paving	\$72,100.00

✓  
Executed 5/5/05

**STORM WATER DRAIN PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**PRAIRIE POND PLAZA ADDITION**

Lots 1 through 4, Block A  
Lots 1 and 2, Block B

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

- (a) - That there be constructed a storm water drainage system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Two Hundred Twenty-six Thousand Dollars (\$226,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2005.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1 Block A, PRAIRIE POND PLAZA ADDITION, shall pay 417/5690 of the total cost of the improvements, Lot 2, Block A, PRAIRIE POND PLAZA ADDITION shall pay 2172/5690 of the total cost of the improvements, Lot 3, Block A, PRAIRIE POND PLAZA ADDITION shall pay 1590/5690 of the total cost of the improvements, Lot 4, Block A, PRAIRIE POND PLAZA ADDITION shall pay 525/5690 of the total cost of the improvements, Lot 1, Block B, PRAIRIE POND PLAZA ADDITION shall pay 488/5690 of the total cost of the improvements, and Lot 2, Block B, PRAIRIE POND PLAZA ADDITION shall pay 498/5690 of the total cost of the improvements.

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

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LEGAL DESCRIPTION	SIGNATURE	DATE
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**PRAIRIE POND PLAZA ADDITION**  
Lots 1 through 4, Block A  
Lots 1 and 2, Block B

Taylor Enterprises, Inc.

By:   
Daniel J. Taylor, President

Executed 5/5/05

**SANITARY SEWER PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**PRAIRIE POND PLAZA ADDITION**

Lots 1 through 4, Block A  
Lots 1 and 2, Block B

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being One Hundred Twenty-Two Thousand Dollars (\$122,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2005.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

COPY

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EXHIBIT B-2

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1 Block A, PRAIRIE POND PLAZA ADDITION, shall pay 417/5690 of the total cost of the improvements, Lot 2, Block A, PRAIRIE POND PLAZA ADDITION shall pay 2172/5690 of the total cost of the improvements, Lot 3, Block A, PRAIRIE POND PLAZA ADDITION shall pay 1590/5690 of the total cost of the improvements, Lot 4, Block A, PRAIRIE POND PLAZA ADDITION shall pay 525/5690 of the total cost of the improvements, Lot 1, Block B, PRAIRIE POND PLAZA ADDITION shall pay 488/5690 of the total cost of the improvements, and Lot 2, Block B, PRAIRIE POND PLAZA ADDITION shall pay 498/5690 of the total cost of the improvements.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

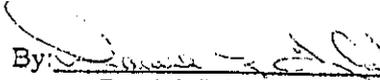
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
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PRAIRIE POND PLAZA ADDITION  
Lots 1 through 4, Block A  
Lots 1 and 2, Block B

Taylor Enterprises, Inc.

By: 

Daniel J. Taylor, President 12-2-04

**PRAIRIE POND ADDITION**

Wichita, Sedgwick County, Kansas

**SANITARY SEWER IMPROVEMENTS**

**Benefit District: (5690 Fractions)**

- Lot 1, Block A (417 Fractions)
- Lot 2, Block A (2172 Fractions)
- Lot 3, Block A (1590 Fractions)
- Lot 4, Block A (525 Fractions)
- Lot 1, Block B (488 Fractions)
- Lot 2, Block B (498 Fractions)

**Cost Estimate:**

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1800	L.F.	\$25.00	\$45,000.00
Manhole	6	EA.	\$3,000.00	\$18,000.00
Encasement	80	L.F.	\$100.00	\$8,000.00
Easement Grading	1	L.S.	\$2,000.00	\$2,000.00
Erosion Control	1	L.S.	\$2,000.00	\$2,000.00
Flowable Fill	130	L.F.	\$30.00	\$3,900.00
Site Clearing & Restoration	1	L.S.	\$15,000.00	\$15,000.00
<b>Subtotal</b>				<b>\$93,900.00</b>
+ 30% Design, Insp., & Administration				28,170.00
<b>Total</b>				<b>\$122,070.00</b>

<b>Petition Amount</b>	<b>\$122,000</b>
<b>Fractional Cost</b>	<b>\$21</b>
<b>Average Monthly Assessment Lot 1, Block A</b>	<b>\$71 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 2, Block A</b>	<b>\$368 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 3, Block A</b>	<b>\$270 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 4, Block A</b>	<b>\$89 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 1, Block B</b>	<b>\$83 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 2, Block B</b>	<b>\$84 (Based on 15 years @ 5%)</b>

**COPY**

Expected 3/14/08

**PAVING PETITION**  
**(Kellogg Dr.)**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**

Lots 1 through 6, Block A  
Lot 1, Block B

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

- (a) That there be constructed pavement on Kellogg Dr. from the east line of the plat to the west line of the plat with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being Two Hundred Six Thousand Dollars (\$206,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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EXHIBIT B-3

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- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION, shall pay 416/5686 of the total cost of the improvements, Lot 2, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 371/5686 of the total cost of the improvements, Lot 3, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 730/5686 of the total cost of the improvements, Lot 4, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 416/5686 of the total cost of the improvements, Lot 5, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 1590/5686 of the total cost of the improvements, Lot 6, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 524/5686 of the total cost of the improvements; and Lot 1, Block B, PRAIRIE POND PLAZA 2<sup>nd</sup> ADDITION shall pay 1639/5686 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

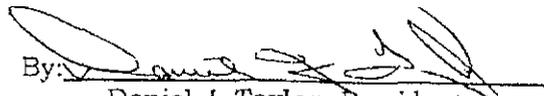
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the

area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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<b><u>PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION</u></b> Lots 1 through 6, Block A Lot 1, Block B	Taylor Enterprises, Inc.	11-8-07
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By:   
Daniel J. Taylor, President

**PRAIRIE POND PLAZA 2ND ADDITION**

Wichita, Sedgwick County, Kansas

**PAVING IMPROVEMENTS**

Kellogg Drive from 143rd Street East to Kellogg

**Benefit District: (5686 Fractions)**

- Lot 1, Block A (416 Fractions)
- Lot 2, Block A (371 Fractions)
- Lot 3, Block A (730 Fractions)
- Lot 4, Block A (416 Fractions)
- Lot 5, Block A (1590 Fractions)
- Lot 6, Block A (524 Fractions)
- Lot 1, Block B (1639 Fractions)

**Cost Estimate: 25 ft B/B**

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	3500	S.Y.	\$28.00	\$98,000.00
30" Pipe	150	L.F.	\$50.00	\$7,500.00
24" Pipe	180	L.F.	\$40.00	\$7,200.00
18" Pipe	200	L.F.	\$35.00	\$7,000.00
Curb Inlets	2	EA.	\$3,500.00	\$7,000.00
Drop Inlets	3	EA.	\$2,200.00	\$6,600.00
Seeding	1	L.S.	\$2,000.00	\$2,000.00
Erosion Control	1	L.S.	\$2,000.00	\$2,000.00
Site Clearing & Restoration	1	L.S.	\$15,000.00	\$15,000.00
<b>Subtotal</b>				<b>\$152,300.00</b>
+ 35% Design, Insp., & Administration				53,305.00
<b>Total</b>				<b>\$205,605.00</b>

<b>Petition Amount</b>	<b>\$206,000</b>
<b>Fractional Cost</b>	<b>\$36</b>
<b>Average Monthly Assessment Lot 1, Block A</b>	<b>\$119 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 2, Block A</b>	<b>\$106 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 3, Block A</b>	<b>\$209 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 4, Block A</b>	<b>\$119 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 5, Block A</b>	<b>\$456 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 6, Block A</b>	<b>\$150 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 1, Block B</b>	<b>\$470 (Based on 15 years @ 5%)</b>

Expected 3/14/08

**WATER DISTRIBUTION SYSTEM PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**

Lots 1 through 6, Block A

Lot 1, Block B

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, meters and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Ninety-Four Thousand Dollars (\$94,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION, shall pay 416/5686 of the total cost of the improvements, Lot 2, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 371/5686 of the total cost of the improvements, Lot 3, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 730/5686 of the total cost of the improvements, Lot 4, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 416/5686 of the total cost of the improvements, Lot 5, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 1590/5686 of the total cost of the improvements, Lot 6, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 524/5686 of the total cost of the improvements; and Lot 1, Block B, PRAIRIE POND PLAZA 2<sup>nd</sup> ADDITION shall pay 1639/5686 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**  
Lots 1 through 6, Block A  
Lot 1, Block B

Taylor Enterprises, Inc.

By:   
Daniel J. Taylor, President

**PRAIRIE POND PLAZA 2ND ADDITION**

Wichita, Sedgwick County, Kansas

**WATER IMPROVEMENTS**

In Kellogg Dr. from 143rd Street East to Kellogg

**Benefit District: (5686 Fractions)**

- Lot 1, Block A (416 Fractions)
- Lot 2, Block A (371 Fractions)
- Lot 3, Block A (730 Fractions)
- Lot 4, Block A (416 Fractions)
- Lot 5, Block A (1590 Fractions)
- Lot 6, Block A (524 Fractions)
- Lot 1, Block B (1639 Fractions)

**Cost Estimate:**

Item	Quantity	Unit	Unit Price	Amount
8" Pipe	1600	L.F.	\$20.00	\$32,000.00
Boring/Casing	100	L.F.	\$120.00	\$12,000.00
Fire Hydrants	3	EA.	\$2,500.00	\$7,500.00
Valves	2	EA.	\$750.00	\$1,500.00
Erosion Control	1	L.S.	\$1,000.00	\$1,000.00
Site Clearing & Restoration	1	L.S.	\$15,000.00	\$15,000.00
<b>Subtotal</b>				\$69,000.00
+ 35% Design, Insp., & Administration				24,150.00
<b>Total</b>				\$93,150.00

<b>Petition Amount</b>	<b>\$94,000</b>
<b>Fractional Cost</b>	<b>\$17</b>
<b>Average Monthly Assessment Lot 1, Block A</b>	<b>\$54 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 2, Block A</b>	<b>\$49 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 3, Block A</b>	<b>\$95 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 4, Block A</b>	<b>\$54 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 5, Block A</b>	<b>\$208 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 6, Block A</b>	<b>\$69 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 1, Block B</b>	<b>\$214 (Based on 15 years @ 5%)</b>

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**SANITARY SEWER PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**  
Lots 2 and 3, Block A

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

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements being Nineteen Thousand Dollars (\$19,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 2 and 3, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION, shall each pay 1/2 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.

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

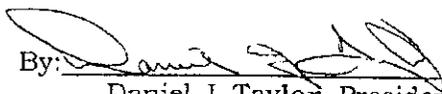
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record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

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

LEGAL DESCRIPTION                      SIGNATURE                      DATE 11-8-07

**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**  
Lots 2 and 3, Block A

Taylor Enterprises, Inc.

By:  \_\_\_\_\_  
Daniel J. Taylor, President

**PAVING PETITION**  
**(Temporary Left Turn Lane on 143<sup>rd</sup> St. E.)**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**  
Lots 1 through 6, Block A  
Lot 1, Block B

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

- (a) That there be constructed a temporary left turn lane on 143<sup>rd</sup> St. E. to serve Prairie Pond Plaza 2<sup>nd</sup> Addition, with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being Twenty-Eight Thousand Dollars (\$28,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

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

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- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION, shall pay 416/5686 of the total cost of the improvements, Lot 2, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 371/5686 of the total cost of the improvements, Lot 3, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 730/5686 of the total cost of the improvements, Lot 4, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 416/5686 of the total cost of the improvements, Lot 5, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 1590/5686 of the total cost of the improvements, Lot 6, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 524/5686 of the total cost of the improvements; and Lot 1, Block B, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 1639/5686 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the

area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

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

LEGAL DESCRIPTION	SIGNATURE	DATE
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**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**  
Lots 1 through 6, Block A  
Lot 1, Block B

Taylor Enterprises, Inc.

By:   
Daniel J. Taylor, President

**PRAIRIE POND PLAZA 2ND ADDITION**

Wichita, Sedgwick County, Kansas

**TEMPORARY LEFT TURN LANE IMPROVEMENTS**

Southbound on 143rd Street East

**Benefit District: (5686 Fractions)**

- Lot 1, Block A (416 Fractions)
- Lot 2, Block A (371 Fractions)
- Lot 3, Block A (730 Fractions)
- Lot 4, Block A (416 Fractions)
- Lot 5, Block A (1590 Fractions)
- Lot 6, Block A (524 Fractions)
- Lot 1, Block B (1639 Fractions)

**Cost Estimate:**

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	600	S.Y.	\$18.00	\$10,800.00
Striping	1	L.S.	\$3,000.00	\$3,000.00
Erosion Control	1	L.S.	\$1,000.00	\$1,000.00
Site Clearing & Restoration	1	L.S.	\$5,000.00	\$5,000.00
<b>Subtotal</b>				\$19,800.00
+ 40% Desgn, Insp., & Administration				7,920.00
<b>Total</b>				\$27,720.00

<b>Petition Amount</b>	<b>\$28,000</b>
<b>Fractional Cost</b>	<b>\$5</b>
<b>Average Monthly Assessment Lot 1, Block A</b>	<b>\$16 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 2, Block A</b>	<b>\$14 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 3, Block A</b>	<b>\$28 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 4, Block A</b>	<b>\$16 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 5, Block A</b>	<b>\$62 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 6, Block A</b>	<b>\$20 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 1, Block B</b>	<b>\$64 (Based on 15 years @ 5%)</b>

**PAVING PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION**

Lots 1 through 6, Block A  
Lot 1, Block B

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

- (a) That there be constructed pavement improvements to include dual southbound left turn lanes from 143<sup>rd</sup> St. East to Kellogg, dual left turn lanes from Kellogg to 143<sup>rd</sup> St. East, exclusive southbound right turn lane from 143<sup>rd</sup> St. East to Kellogg, exclusive westbound right turn lane from Kellogg to 143<sup>rd</sup> St. East and traffic signal modifications at 143<sup>rd</sup> St. East and Kellogg with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement being Two Hundred Forty-Eight Thousand Dollars (\$248,000), with 100 percent payable by the improvement district. Said estimated cost as above setforth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata of 1 percent per month from and after September 1, 2007.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or

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construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION, shall pay 416/5686 of the total cost of the improvements, Lot 2, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 371/5686 of the total cost of the improvements, Lot 3, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 730/5686 of the total cost of the improvements, Lot 4, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 416/5686 of the total cost of the improvements, Lot 5, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 1590/5686 of the total cost of the improvements, Lot 6, Block A, PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION shall pay 524/5686 of the total cost of the improvements; and Lot 1, Block B, PRAIRIE POND PLAZA 2<sup>nd</sup> ADDITION shall pay 1639/5686 of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

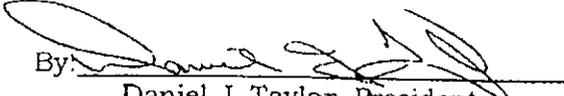
Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>PRAIRIE POND PLAZA 2<sup>ND</sup> ADDITION</u></b> Lots 1 through 6, Block A Lot 1, Block B	Taylor Enterprises, Inc.   By: _____ Daniel J. Taylor, President	11-8-07

**PRAIRIE POND PLAZA 2ND ADDITION**

Wichita, Sedgwick County, Kansas

**PAVING & TRAFFIC SIGNALIZATION IMPROVEMENTS**

143rd Street East and Kellogg Intersection Improvements

**Benefit District: (5686 Fractions)**

- Lot 1, Block A (416 Fractions)
- Lot 2, Block A (371 Fractions)
- Lot 3, Block A (730 Fractions)
- Lot 4, Block A (416 Fractions)
- Lot 5, Block A (1590 Fractions)
- Lot 6, Block A (524 Fractions)
- Lot 1, Block B (1639 Fractions)

**Cost Estimate:**

Item	Quantity	Unit	Unit Price	Amount
A.C. Pavement	3440	S.Y.	\$32.00	\$110,080.00
Median Curb & Gutter	400	L.F.	\$15.00	\$6,000.00
Striping	1	L.S.	\$12,000.00	\$12,000.00
Seeding	1	L.S.	\$5,000.00	\$5,000.00
1/3 of Traffic Signalization	1	L.S.	\$22,500.00	\$22,500.00
Erosion Control	1	L.S.	\$3,000.00	\$3,000.00
Site Clearing & Restoration	1	L.S.	\$25,000.00	\$25,000.00
<b>Subtotal</b>				<b>\$183,580.00</b>
+ 35% Design, Insp., & Administration				64,253.00
<b>Total</b>				<b>\$247,833.00</b>

<b>Petition Amount</b>	<b>\$248,000</b>
<b>Fractional Cost</b>	<b>\$44</b>
<b>Average Monthly Assessment Lot 1, Block A</b>	<b>\$144 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 2, Block A</b>	<b>\$128 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 3, Block A</b>	<b>\$252 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 4, Block A</b>	<b>\$144 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 5, Block A</b>	<b>\$549 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 6, Block A</b>	<b>\$181 (Based on 15 years @ 5%)</b>
<b>Average Monthly Assessment Lot 1, Block B</b>	<b>\$565 (Based on 15 years @ 5%)</b>



**DEPARTMENT OF LAW  
INTEROFFICE MEMORANDUM**

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**TO:** Karen Sublett, City Clerk  
**FROM:** Jennifer L. Magana, City Attorney & Director of Law  
**SUBJECT:** Report on Claims for August 2015  
**DATE:** September 3, 2015

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The following claims were approved by the Law Department during the month of August 2015.

AT&T	\$176.92
Black Hills Energy	\$952.97
Miller, Andy	\$642.89
Reid, Benjamin	\$189.66
Warren, Devin	\$828.08
Whiley, Debra	\$85.72

\*City Manager Approval

\*\* Settled for lesser amount than claimed

\*\*\*Settled for more than amount claimed

cc: Robert Layton, City Manager  
Shawn Henning, Director of Finance

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council

**SUBJECT:** Revised Petition and Amending Resolution for Water Distribution Improvements to Serve Rolling Hills Country Club Estates Addition and Rolling Hills Country Club Estates 3<sup>rd</sup> Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the revised petition and adopt the amending resolution.

**Background:** On December 2, 2014, the City Council adopted Resolution No. 14-340 for water distribution improvements to serve Rolling Hills Country Club Estates Addition and Rolling Hills Country Club Estates 3<sup>rd</sup> Addition. A review of the resolution revealed a technical error which should be corrected.

**Analysis:** The subdivision names in the petition were incorrect. The originally listed subdivision names of Rolling Hills Estates Addition and Rolling Hills Estates 3<sup>rd</sup> Addition should have been Rolling Hills Country Club Estates and Rolling Hills Country Club Estates 3<sup>rd</sup> Addition. This item was a part of the September 10, 2015 bond sale and needs to be corrected and recorded with the register of deeds prior to the bond sale closing date of October 15, 2015. An amending resolution and revised petition have been prepared to correct the error.

**Financial Considerations:** The project budget remains \$145,000 and is funded by special assessments and water utility funds.

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

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

**Attachments:** Revised petition and amending resolution.

Published in the Wichita Eagle on September 25, 2015

**RESOLUTION NO. 15-317**

A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-340; REGARDING FINDINGS OF ADVISABILITY AND AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90649 (NORTH OF MAPLE, WEST OF TYLER)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

**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 governing body of the City has heretofore by Resolution **No. 14-340** of the City (the “Prior Resolution”) authorized certain internal improvements, the costs of which upon completion to be assessed against certain real property in the City (the “Improvement District”); and

**WHEREAS**, it is necessary to amend the Prior Resolution in order to clarify the description of the property comprising the Improvement District.

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

SECTION 1. AMENDMENT. *Section 3* of the Prior Resolution is hereby amended to read as follows:

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

**WESTFIELD ACRES ADDITION**

- North 43 Feet and West 180 Feet of Lot 19 & South 57 Feet and West 180 Feet of Lot 20
- South 100 Feet of North 200 Feet and West 180 Feet of Lot 20
- North 100 Feet and West 180 Feet of Lot 20
- West 180 Feet Lots 21 through 23 Inclusive

**ROLLING HILLS COUNTRY CLUB ESTATES ADDITION**

- Lots 2 through 10, Block A, Inclusive

**ROLLING HILLS COUNTRY CLUB ESTATES 3<sup>RD</sup> ADDITION**

- Lot 1

**EARLINES ADDITION**

- Lot 1

SECTION 2. REPEALER; RATIFICATION. *Section 3* of the Prior Resolution is hereby repealed and the rest and remainder thereof is hereby ratified and confirmed.

SECTION 3. EFFECTIVE DATE. This resolution shall take effect and be in force as of and on September 25, **2015** after its passage and publication once in the official city paper.

ADOPTED by the governing body of the City of Wichita, Kansas, this 22 day of September, 2015.

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JEFF LONGWELL, MAYOR

ATTEST:

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Karen Sublett, City Clerk  
(SEAL)

APPROVED AS TO FORM:

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Jennifer Magaña, Director of Law  
and City Attorney

**WATER DISTRIBUTION SYSTEM PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

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

**WESTFIELD ACRES ADD.**

North 43 Feet and West 180 Feet of Lot 19 & South 57 Feet and West 180 Feet of  
Lot 20

South 100 Feet of North 200 Feet and West 180 Feet of Lot 20

North 100 Feet and West 180 Feet of Lot 20

West 180 Feet Lots 21-23 Inclusive

**ROLLING HILLS COUNTRY CLUB ESTATES ADD.**

Lots 2 – 10, Block A, Inclusive

**ROLLING HILLS COUNTRY CLUB ESTATES 3<sup>RD</sup> ADD.**

Lot 1

**EARLINES ADD.**

Lot 1

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

- (a) That there be constructed a water distribution system, including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement being **One Hundred and Forty Five Thousand Dollars (\$145,000)** exclusive of the cost of interest on borrowed money, with **73.8** percent payable by the improvement district and **26.2** percent payable by the City-At-Large. The actual assessed cost shall not exceed the estimated assessed cost by more than 10%, exclusive of the cost of interest on borrowed money. If, at the time the City Engineer bids or is ready to bid the project for construction it appears that the final cost will exceed this amount, this project will be abandoned and rescinded by the City Council. In order to re-establish the project, a new petition with an increased budget must be circulated and submitted.

This petition shall be considered null and void if it is not filed with the City Clerk within one year of the preparation date of **September 29, 2014**.

- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.
- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a **Front Foot** basis:

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature to form one public improvement project.

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

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

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

LEGAL DESCRIPTION	ADDRESS	SIGNATURE	DATE
<b>WESTFIELD ACRES ADD.</b>			
N 43 FEET W 180 FEET LOT 19 & S 57 FEET W 180 FEET LOT 20	116 N WESTFIELD AVE	TRAFFAS FRANCIS C & BRENDA K LIV TRUST <i>Francis C. Traffas</i>	10/6/14
S 100 FEET N 200 FEET W 180 FEET LOT 20	120 N WESTFIELD AVE	O'FLYNN RICHARD H ETUX <i>Richard H. O'Flynn</i> <i>Melinda L. O'Flynn</i>	10-2-14
N 100 FEET W 180 FEET LOT 20	144 N WESTFIELD AVE	SCHUPP DANIEL L & SHERON G <i>Daniel L. Schupp</i> <i>Sheron G. Schupp</i>	10-02-2014 10-02-2014
N 1/2 W 180 FEET LOT 21	210 N WESTFIELD AVE	RICHARDSON GARY A & SUSAN D <i>Gary A. Richardson</i> <i>Susan D. Richardson</i>	10-5-14 10/5/14
S 1/2 W 180 FEET LOT 21	200 N WESTFIELD AVE	MARSH SAUL M & JO ANNE <i>Jo Anne Marsh</i> <i>Saul M. Marsh</i>	10-5-2014 10-5-2014
W 180 FEET OF LOT 23 EXCEPT S 120 FEET	256 N WESTFIELD AVE	BRENT D & MICHELE A H BELDEN	
S 120 FEET W 180 FEET LOT 23	248 N WESTFIELD AVE	DIANNE L WYATT <i>Dianne L. Wyatt</i>	10/05/14
W 180 FEET S 1/2 LOT 22	220 N WESTFIELD AVE	KATZENMEIER BARRETT D	
N 1/2 W 180 FEET LOT 22	240 N WESTFIELD AVE	TREVOR A HAGEDORN 1620 S 5TH ST TERRE HAUTE, IN 47802	

**ROLLING HILLS COUNTRY CLUB ESTATES ADD.**

LOT 2 BLOCK A	241 N WESTFIELD AVE	WILLIAM F & TERESA H MUIRHEAD
LOT 3 BLOCK A		WILLIAM F & TERESA H MUIRHEAD
LOT 4 BLOCK A	229 N WESTFIELD AVE	RAYMOND R DOMBAUGH
LOT 5 BLOCK A	217 N WESTFIELD AVE	STEVEN L HULL
LOT 6 BLOCK A <i>RG</i> <i>08/07/2019</i>	203 N WESTFIELD AVE	GOERING AMPARO LIV TR <i>Delah having power of Attorney + Trustee for Amparo Goering</i>
LOT 7 BLOCK A	145 N WESTFIELD AVE	BRANDT BRAD R TRUST <i>Brandt Trust 10/11/14</i>
LOT 8 BLOCK A	137 N WESTFIELD AVE	MCCLAY NETTIE J & MILTON L ETAL <i>Nettie J. McClay 10-2-14</i> <i>Milton L. McClay 10-2-14</i>
LOT 9 BLOCK A	125 N WESTFIELD AVE	JOHNSON N DAVID & BILLIE J
LOT 10 BLOCK A	115 N WESTFIELD AVE	LANDWEHR GEORGE H & ALEXIS L

**ROLLING HILLS COUNTRY CLUB ESTATES 3RD ADD.**

LOT 1	255 N WESTFIELD AVE	WEIFORD JEFFREY W & TRACIL <i>Jeffrey W. Weiford 10-7-14</i> <i>Traci L. Weiford 10-7-14</i>
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**ROLLING HILLS COUNTRY CLUB ESTATES ADD.**

LOT 2 BLOCK A	241 N WESTFIELD AVE	WILLIAM F & TERESA H MUIRHEAD
LOT 3 BLOCK A		WILLIAM F & TERESA H MUIRHEAD
LOT 4 BLOCK A	229 N WESTFIELD AVE	RAYMOND R DOMBAUGH
LOT 5 BLOCK A	217 N WESTFIELD AVE	STEVEN L HULL
LOT 6 BLOCK A	203 N WESTFIELD AVE	GOERING AMPARO LIV TR <i>Delah having power of Attorney - Trustee for Amparo Goering</i>
LOT 7 BLOCK A	145 N WESTFIELD AVE	BRAD T BRAD R TRUST <i>Brad T. Trust 10/11/14</i>
<i>njm</i> LOT 8 BLOCK A <i>MJM</i>	137 N WESTFIELD AVE	MCCLAY NETTIE J & MILTON L ETAL <i>Nettie J. McClay 10-2-14</i> <i>Milton L. McClay 10-2-14</i>
LOT 9 BLOCK A	125 N WESTFIELD AVE	JOHNSON N DAVID & BILLIE J
LOT 10 BLOCK A	115 N WESTFIELD AVE	LANDWEHR GEORGE H & ALEXIS L

**ROLLING HILLS COUNTRY CLUB ESTATES 3RD ADD.**

LOT 1	255 N WESTFIELD AVE	WEIFORD JEFFREY W & TRACI L <i>Jeffrey W. Weiford 10-7-14</i> <i>Traci L. Weiford 10.7.14</i>
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**ROLLING HILLS COUNTRY CLUB ESTATES ADD.**

LOT 2 BLOCK A	241 N WESTFIELD AVE	WILLIAM F & TERESA H MUIRHEAD
LOT 3 BLOCK A		WILLIAM F & TERESA H MUIRHEAD
LOT 4 BLOCK A	229 N WESTFIELD AVE	RAYMOND R DOMBAUGH
LOT 5 BLOCK A	217 N WESTFIELD AVE	STEVEN L HULL
LOT 6 BLOCK A	203 N WESTFIELD AVE	GOERING AMPARO LIV TR <i>Delack having power of Attorney + Trustee for Amparo Having</i>
LOT 7 BLOCK A	145 N WESTFIELD AVE	BRANDT BRAD R TRUST <i>Proct. van T. TRUST 10/11/14</i>
LOT 8 BLOCK A	137 N WESTFIELD AVE	MCCLAY NETTIE J & MILTON L ETAL <i>Nettie J. McClay 10-2-14 Milton L. McClay 10-2-14</i>
LOT 9 BLOCK A	125 N WESTFIELD AVE	JOHNSON N DAVID & BILLIE J
LOT 10 BLOCK A	115 N WESTFIELD AVE	LANDWEHR GEORGE H & ALEXIS L

**ROLLING HILLS COUNTRY CLUB ESTATES 3RD ADD.**

<i>9/3/15</i> LOT 1 <i>9.8.15</i> <i>Shari L. Weiford</i>	255 N WESTFIELD AVE	WEIFORD JEFFREY W & TRACIL <i>Jeffrey W. Weiford 10-7-14 Shari L. Weiford 10.7.14</i>
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\* Need name changed from <sup>136</sup> Weiford to Weiford thank you  
MAILING ADDRESS

**ROLLING HILLS COUNTRY CLUB ESTATES ADD.**

LOT 2 BLOCK A	241 N WESTFIELD AVE	WILLIAM F & TERESA H MUIRHEAD
LOT 3 BLOCK A		WILLIAM F & TERESA H MUIRHEAD
LOT 4 BLOCK A	229 N WESTFIELD AVE	RAYMOND R DOMBAUGH
LOT 5 BLOCK A	217 N WESTFIELD AVE	STEVEN L HULL
LOT 6 BLOCK A	203 N WESTFIELD AVE	GOERING AMPARO LIV TR <i>deleh living power of attorney + Trustee for Amparo Goering</i>
<i>DR</i> LOT 7 BLOCK A <i>9/10/15</i>	145 N WESTFIELD AVE	BRANDT BRAD R TRUST <i>Brandt Trust 10/11/14</i>
LOT 8 BLOCK A	137 N WESTFIELD AVE	MCCLAY NETTIE J & MILTON L ETAL <i>Nettie J. McClay 10-2-14 Milton L. McClay 10-2-14</i>
LOT 9 BLOCK A	125 N WESTFIELD AVE	JOHNSON N DAVID & BILLIE J
LOT 10 BLOCK A	115 N WESTFIELD AVE	LANDWEHR GEORGE H & ALEXIS L

**ROLLING HILLS COUNTRY CLUB ESTATES 3RD ADD.**

LOT 1	255 N WESTFIELD AVE	WEIFORD JEFFREY W & TRACI L <i>Jeffrey W. Weiford 10-7-14 Traci L. Weiford 10-7-14</i>
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**EARLINES ADD.**

LOT 1

110 N WESTFIELD  
AVE

STUART E & EARLINE J SIMPSON

**Second Reading Ordinances for September 22, 2015 (first read on September 15, 2015)**

**A. Amendments to Section 5.36.010 of the Code of the City of Wichita Relating to Gambling.**

ORDINANCE NO. 50-081

AN ORDINANCE AMENDING SECTIONS 5.36.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO GAMBLING.

**B. Nuisance Abatement Assessments, Cutting Weeds.**

ORDINANCE NO. 50-082

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

**C. SUB 2015-00022 Plat of Estancia Addition Located East of Ridge Road, on the North Side of 37<sup>th</sup> Street.**

ORDINANCE NO. 50-083

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

**D. SUB2015-00026 Plat of Estancia Commercial Addition Located on the East Side of Ridge Road, Between K-96 Highway and 37<sup>th</sup> Street North.**

ORDINANCE NO. 50-084

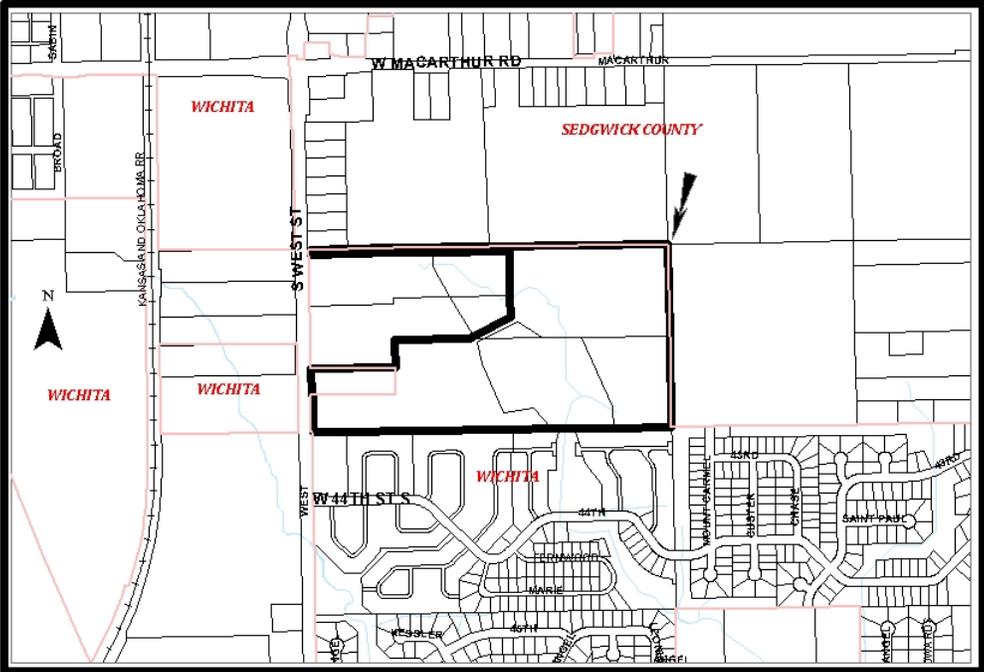
AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Mayor and City Council  
**SUBJECT:** SUB2014-00043 -- Plat of Lange 3<sup>rd</sup> Addition Located South of MacArthur Road, on the East Side of West Street (District IV)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Approve the plat.

**MAPC Recommendation:** Approve the plat. (9-0)



**Background:** The site consists of one lot on 55.86 acres. A portion of the site was recently annexed. This site has been approved for a zone change (PUD2014-00002, PUD #43) from Single-Family Residential (SF-5) and Limited Industrial (LI) to Planned Unit Development (PUD).

**Analysis:** The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted. The applicant has provided a Notice of PUD identifying the approved PUD and special conditions for development.

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 Restrictive Covenant and Notice of PUD 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 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:** Restrictive Covenant.  
Notice of PUD.  
Ordinance.

Published in The Wichita Eagle on October 9, 2015

**ORDINANCE NO. 50-087**

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. PUD2014-00002**

Zone change request from Single-Family Residential (SF-5) and Limited Industrial (LI) to Planned Unit Development (PUD) subject to PUD #43, on property described as:

Lange 3rd Addition, Wichita, Sedgwick County, Kansas.

Generally located south of MacArthur Road, on the east side of West Street.

SUBJECT TO THE FOLLOWING PROVISIONS OF PUD #43:

- 1) Building coverage is limited to 35 percent of the site. Total gross floor area is 851,317 square feet. (General Provision 1)
- 2) Off-street parking is to be calculated at the rate of 1 space per 1,000 square feet of building area. Parking areas may be surfaced with crushed rock. (General Provision 2)
- 3) Setbacks are: west (front)-35 feet; north (interior)-50 feet; east (rear)-50 feet and south (interior)-30 feet. (General Provision 3)
- 4) A drainage plan shall be submitted to the Public Works Department for review and approval prior to construction of any additional buildings. (General Provision 4)
- 5) Use permitted in Parcel 1 shall be limited to those permitted by-right in the LI Limited Industrial district except the following uses: correctional facility; correctional placement residence, limited and general; day reporting center; kennel, hobby, boarding, breeding or training; night club in the city; pawn shop; secondhand store; sexually oriented business in the city or the county; tattooing and body piercing facility in the city; tavern and drinking establishment; asphalt or concrete plant, limited and general and grain storage. (General Provision 5).
- 6) Access shall be limited to three openings to West Street as indicated on the PUD, and as approved by the City Engineer. One driveway is proposed to be 36 feet wide. (General Provision 6).
- 7) Screening shall be per Unified Zoning Code; fences or walls shall be constructed of a consistent pattern and color. The use of ribbed flat-panel, non-corrugated, metal as a screening material is permitted. (General Provision 7)
- 8) Landscaping per the landscape ordinance. (General Provision 8)
- 9) Storage of merchandise shall be allowed outside an enclosed building only in compliance with the general screening standards of the Unified Zoning Code and the following additional standards: 1) no outdoor storage or work areas shall be permitted in any building setback; 2) no required off-street parking space or loading area shall be utilized for storage; and 3) items stored outdoors shall be screened from view from West Street or any residentially zoned property. Outdoor storage areas maybe surfaced with crushed rock or similar material. (General Provision 9)
- 10) Roof-mounted equipment and loading docks, trash receptacles, ground level heating, air

conditioning and mechanical equipment, free-standing coolers or refrigeration units, outdoor storage including portable storage containers, outdoor work areas or similar uses shall be screened from ground level view along West Street and any residentially zoned property. (General Provision 10)

- 11) No overhead doors or loading docks within 50 feet of residential zoning. (General Provision 12).
- 12) All signs shall be limited to signs that would be allowed in the LC Limited Commercial zoning district; no off-site, billboard or portable signs shall be permitted except for off-site signs advertising uses located within this tract that shall be allowed to have signage placed on signs fronting West Street. (General Provision 13)
- 13) The design layout shown on the plan illustrates only one development concept. Slight modifications to the location of improvements may be permitted, provided they meet all requirements of this plan. (General Provision 14)
- 14) Amendments, adjustments or interpretations to this PUD shall be done in accordance with the Unified Zoning Code. (General Provision 15)
- 15) Development may be phased on the ability to provide adequate water and sanitary sewer infrastructure. (General Provision 16)
- 16) The transfer of title of all or any portion of land included within the PUD (or any amendments thereto) does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land and be binding upon present owners, their successors and assigns. (General Provision 17)
- 17) 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 or the Director of Planning, shall constitute a violation of the building permit authorizing construction of the proposed development. (General Provision 18)
- 18) Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for its consideration. (General Provision 19)
- 19) The applicant shall record a notice with the Sedgwick County Register of Deeds that states that the property is subject to development standards contained in the PUD.

**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 6th day of October, 2015.**

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Jeff Longwell, Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Jennifer Magana, City Attorney and Director of Law

**NOTICE OF PLANNED UNIT DEVELOPMENT**

THIS NOTICE made this 1<sup>st</sup> day of September, 2015, by JBL, Inc., a Kansas Corporation, Jack H. Kester and Charlene M. Kester, husband and wife, and Vicki A. Hester, a single person, hereinafter collectively called "Declarants,"

WITNESSETH

WHEREAS, Declarants are the owners of the following-described property:

Lot 1, Block A,  
**LANGE 3<sup>RD</sup> ADDITION,**  
Wichita, Sedgwick County, Kansas

and

WHEREAS, Declarants are desirous to file notice that a planned unit development approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421, known as Lange West Street Industrial Planned Unit Development (PUD #43).

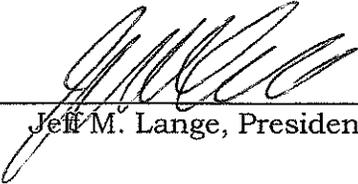
NOW, THEREFORE, the Declarants want to make notice that the approved planned unit development plan has placed restrictions on the use and requirements on the development of the above described real property.

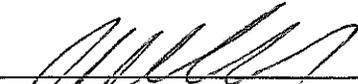
The Metropolitan Area Planning Department is located on the 10<sup>th</sup> Floor, City Hall, Wichita, Kansas, (316) 268-4421.

The planned unit development 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 Lot 1, Block A, Lange 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas.

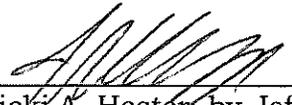
EXECUTED the day and year first written above.

JBL, Inc.

By:   
Jeff M. Lange, President

  
Jack H. Kester, by Jeff M. Lange,  
as attorney-in-fact

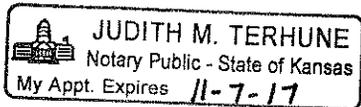
  
Charlene M. Kester, by Jeff M.  
Lange, as attorney in-fact

  
Vicki A. Hester, by Jeff M. Lange,  
as attorney-in-fact

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of September, 2015,  
before me, the undersigned, a Notary Public, in and for the County and State  
aforesaid, Jeff M. Lange, President of JBL, Inc., a Kansas corporation, personally  
known to me to be the same person who executed the within instrument of writing  
and such persons duly acknowledged the execution of the same, for and on behalf of  
the corporation.

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



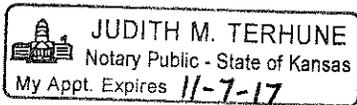
  
Notary Public

(My Appointment Expires: 11-7-17 )

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 1st day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange as attorney-in-fact for Jack H. Kester and Charlene M. Kester, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



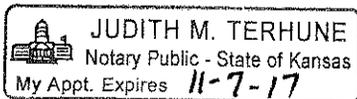
Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 1st day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange as attorney-in-fact for Vicki A. Hester, a single person, personally known to me to be the same person who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

APPROVED AS TO FORM:

Jennifer Magaña  
Jennifer Magaña, City Attorney and Director of Law

**RESTRICTIVE COVENANT**

THIS DECLARATION made this 1<sup>st</sup> day of September, 2015, by JBL, Inc., a Kansas Corporation, Jack H. Kester and Charlene M. Kester, husband and wife, and Vicki A. Hester, a single person, hereinafter collectively called "Declarants",

WITNESSETH

WHEREAS, Declarants are the owners of the following described property:

**LANGE 3<sup>RD</sup> ADDITION**

Lot 1, Block A

WHEREAS, Declarants are desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Lange 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarants hereby declare and covenant:

1. That Reserve "A" is hereby reserved for open space, lakes, landscaping, outdoor storage including equipment, and drainage purposes.
2. Reserve "A" shall be owned and maintained by the owner of Lot 1, Block A.
3. That the Declarants hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserve. This easement is conditioned upon the following event or events happening:

A. That the Declarants or the Lot Owner, as may be appropriate, have failed to maintain the reserve in a reasonable and prudent manner.

and,

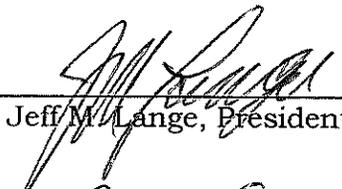
B. That the appropriate governing body has given written notice to the Declarants or the Lot Owner and neither entity has responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the Declarants 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 Lot 1, Block A, in Lange 3<sup>rd</sup> Addition, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

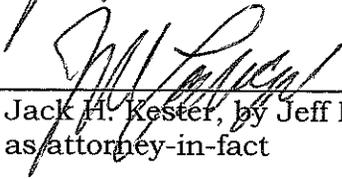
This covenant shall be binding on the owners, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to Lot 1, Block A, in LANGE 3<sup>RD</sup> ADDITION, Wichita, Sedgwick County, Kansas.

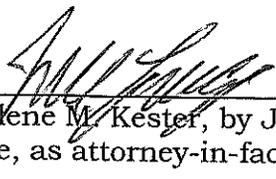
The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the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

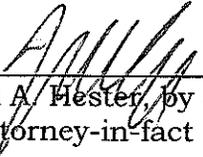
EXECUTED the day and year first written.

JBL, Inc.

By:   
\_\_\_\_\_  
Jeff M. Lange, President

  
\_\_\_\_\_  
Jack H. Kester, by Jeff M. Lange,  
as attorney-in-fact

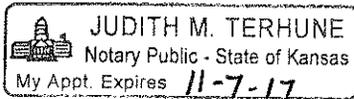
  
\_\_\_\_\_  
Charlene M. Kester, by Jeff M.  
Lange, as attorney-in-fact

  
\_\_\_\_\_  
Vicki A. Hester, by Jeff M. Lange,  
as attorney-in-fact

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange, President of JBL, Inc., a Kansas corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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



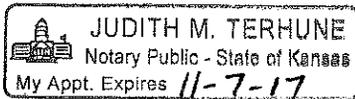
Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange as attorney-in-fact for Jack H. Kester and Charlene M. Kester, husband and wife, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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



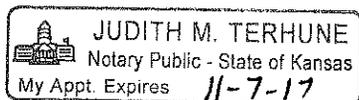
Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS:

BE IT REMEMBERED, that on this 1<sup>st</sup> day of September, 2015, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, Jeff M. Lange as attorney-in-fact for Vicki A. Hester, a single person, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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



Judith M. Terhune  
Notary Public

(My Appointment Expires: 11-7-17 )

APPROVED AS TO FORM:

Jennifer Magaña  
Jennifer Magaña, City Attorney and Director of Law

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** 2015-2016 Work Plan/Financial Plan Agreement – U.S. Department of Agriculture, Animal and Plant Health Inspection Service - Wildlife Services  
Wichita Dwight D. Eisenhower National Airport and Colonel James Jabara Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the Agreement.

**Background:** In December 2000, the Wichita Airport Authority (WAA) entered into a service agreement with the U. S. Department of Agriculture-Wildlife Services (USDA) to provide wildlife management services at Colonel James Jabara Airport and what was then called Wichita Mid-Continent Airport. This Work Plan/Financial Plan Agreement has been renewed on an annual basis since the original agreement date. The Work Plan consists of the following services: assess/monitor biological conditions to track seasonal and yearly changes in wildlife populations, document and address wildlife hazards, provide direct control of nuisance and hazardous wildlife, and assist in maintaining appropriate state and federal permits.

**Analysis:** Through this Agreement, the WAA complies with its obligations to the Federal Aviation Administration (FAA) under Title 14 CFR Part 139.337-*Wildlife Hazard Management*, the Airport Certification Manual, and the Airport Wildlife Hazard Management Plan. All of these are mandatory federal compliance programs as a condition for maintaining the Airport Operating Certificate issued by the FAA.

**Financial Considerations:** The cost of the services provided is \$57,671 for the period October 1, 2015, through September 30, 2016. This represents a 2.5 percent salary increase over the 2014-2015 Work Plan year to compensate for cost of living and merit increases. The funds for this program are included in the approved Airport Operating Budget.

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

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

**Attachment:** The Work Plan/Financial Plan Agreement.

## Work Plan/Financial Plan

COOPERATOR: Wichita Airport Authority  
Victor D. White, Director of Airports, (316) 946-4700

COOPERATIVE AGREEMENT NO.: 15-73-20-5303RA

WBS CODE: AP.RA.RX20.73.0377

LOCATION: Wichita Dwight D. Eisenhower National Airport, Wichita, Kansas

DATES: October 1, 2015 to September 30, 2016

### OBJECTIVES/GOALS:

To continue to collect biological assessment information, provide periodic wildlife damage management training to Wichita Airport Authority (WAA) personnel and assist Airport Operations and Maintenance by responding directly to known wildlife nuisances and hazards. Specific actions requested: a) ICT annual wildlife hazard management plan review, b) assess/monitor biological conditions on Eisenhower National Airport to track seasonal and yearly changes in wildlife population indices, c) provide periodic training to WAA personnel to meet FAA requirements (AC 150/5200-36) and identify, document, and address wildlife hazards, d) provide direct control of nuisance and hazardous wildlife using hazing (harassment), trapping, depredation, and other management tools as appropriate, e) assist the WAA in maintaining appropriate state and federal depredation permits, and f) incumbent will attend Birdstrike Committee USA or comparable training to remain trained and up to date on latest airport wildlife damage management techniques and research.

USDA – Wildlife Services (WS) is conducting a wildlife hazard assessment (WHA) in FY16. WS will continue to collect biological data and compile into a report to be submitted in early FY17. WS will continue to collect wildlife survey information and provide annual updates to the WHA, adhering to the FAA's continual monitoring program.

### PLAN OF ACTION:

WS personnel will conduct all activities within the above delineated areas. WS will coordinate all activities with the appropriate WAA personnel. WAA will be responsible for designating WS points of contact, approving WS activities, and providing the appropriate clearances needed to complete the stated objectives and goals. The project will be supervised by the State Director for Kansas or his designated representative.

One biologist will be assigned to the project for approximately 32 hours per week. Work hours will vary and will be scheduled to most appropriately address wildlife damage management problems. WS may utilize all practical and legal wildlife management techniques.

COST ESTIMATE FOR SERVICES  
October 1, 2015 to September 30, 2016

Salary/Benefits		42,857
Lodging/Per Diem		1,500
Supplies		1,000
	SUBTOTAL	<b>45,357</b>
Program Support (16.15%)		7,325
Pooled Job Cost (11%)		4,989
	TOTAL	<b>\$57,671</b>

Billing will be done quarterly. Costs are estimated and may vary according to changing needs.

NOTE: In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by APHIS/WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days must be forwarded to debt collection centers or commercial collection agencies for more aggressive action.

ATTEST:

WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS  
By direction of the Wichita Airport Authority

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Jeff Longwell, President

By: \_\_\_\_\_  
Victor D. White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL & PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES

By: \_\_\_\_\_  
State Director, Kansas

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Western Region

Date: \_\_\_\_\_

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** Federal Aviation Administration – Lease No. DTFACN-16-L-00014  
2204 South Tyler Road  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the Agreement.

**Background:** On August 17, 2010, the Wichita Airport Authority (WAA) approved an agreement with the Federal Aviation Administration (FAA) for use of a 3,188 sq. ft. office building located at 2204 South Tyler Road. The FAA Manufacturing Inspection District Office (MIDO) division is currently occupying this location. The lease is set to expire September 30, 2015.

**Analysis:** The FAA is desirous of continuing to lease the office building. The new term commences on October 1, 2015 and continues through September 30, 2025.

**Financial Considerations:** The facility rental rate will continue at the current rate of \$12.00 per sq. ft., plus a rate of 2.50 per sq. ft., to recover the cost of utilities and janitorial services, which are provided by the WAA. The combined rates calculate to be an annual revenue of \$46,226. Effective October 1, 2020, the facility rental rate will increase to \$13.20 per sq. ft. The rate for utilities and janitorial services may be increased, with justification, at any time during the term of this agreement.

**Legal Considerations:** The Agreement has been approved as to form by the Law Department.

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

**Attachment:** Agreement.

# SMALL SPACE LEASE

Between

**THE UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL AVIATION ADMINISTRATION**

And

**THE WICHITA AIRPORT AUTHORITY**

**Lease No: DTFACN-16-L-00014  
(ICT) MIDO  
Wichita, Kansas**

This lease is entered into by and between the Wichita Airport Authority, whose address is 2173 Air Cargo Road, Wichita, Kansas 67209, and whose interest in the property hereinafter described is Owner, hereby referred to as Lessor, and the United States of America, hereinafter referred to as the Government or FAA.

WITNESSETH: The parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

## **1. Terms**

- 1.1. DESCRIPTION (07/14) – The Lessor hereby leases to the Government the following described premises, including parking:

Approximately 3,188 rentable square feet of office space at 2204 South Tyler, Wichita, Kansas 67209. The building will be solely occupied by the Government. The Lessor shall provide an exclusive-use parking area adjacent to the building with 18 spaces at no additional cost to the Government. Compliant accessible parking spaces shall be provided in accordance with the requirements of the Architectural Barriers Act Accessibility Standards (ABAAS) 42 U.S.C 4151 and as set forth in the ABAAS scoping table. The Lessor shall maintain the parking areas in good repair and provide snow and ice removal, as well as the removal of any obstruction that limits FAA access to its designated spaces. The Government acknowledges that the Lessor will give priority for snow and ice removal to areas affecting public safety.

- 1.2. LEASE TERM (08/02) – To have and to hold, for the term commencing on October 1, 2015 and continuing through September 30, 2025 inclusive, provided that adequate appropriations are available from year to year for the payment of rentals.

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### **2.6.9 Small Space Lease**

April 2015

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1.3. CANCELLATION (08/02) – The Government may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, by giving at least 30 days’ notice in writing to the Lessor. No rental will accrue after the effective date of termination. Said notice will be computed commencing with the day after the date of mailing.

1.4. RENTAL (07/14) – Rent shall be paid as follows:

October 1, 2015 through September 30, 2020, rent in the amount of \$46,226.04 per annum shall be paid at the rate of \$3,852.17 per month.

October 1, 2020 through September 30, 2025, rent in the amount of \$50,051.64 per annum shall be paid at the rate of \$4,170.97 per month.

Rent shall be payable to Wichita Metro Transit in arrears, without the submission of invoices or vouchers, and is subject to available appropriations. The rental payments are due on the first business day following the end of the payment period. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a lesser period will be prorated.

Cost breakdown for rental consideration is as follows:

**October 1, 2015 – September 30, 2020**

	<b>Rent per RSF</b>	<b>Rent per Annum</b>	<b>Rent per Month</b>
Base Rent	\$12.00	\$38,256.00	\$3,188.00
Utilities	\$1.50	\$4,782.00	\$398.50
Janitorial Service	\$1.00	\$3,188.00	\$265.67
Total	\$14.50	\$46,226.00*	\$3,852.17

**\*Adjusted to \$46,226.04 for even monthly payments of \$3,852.17**

**October 1, 2020 – September 30, 2025**

	<b>Rent per RSF</b>	<b>Rent per Annum</b>	<b>Rent per Month</b>
Base Rent	\$13.20	\$42,081.60	\$3,506.80
Utilities	\$1.50	\$4,782.00	\$398.50
Janitorial Service	\$1.00	\$3,188.00	\$265.67
Total	\$15.70	\$50,051.60*	\$4,170.97

**\*Adjusted to \$50,051.64 for even monthly payments of \$4,170.97**

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**2.6.9 Small Space Lease**

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Beginning October 1, 2016, and each year after, the Government may reimburse the Lessor for changes in the operating costs of services and utilities attributable to the Government's occupancy. These costs will be based on the ratio of square feet occupied by the Government to the total rentable square feet in the building.

The Government will pay actual expenses incurred each Government fiscal year (October 1-September 30) after the first year. To justify any increase in operating expenses, the Lessor will submit supporting documents (i.e. copies of invoices paid) to request any additional payments. The Lessor must furnish invoices and documentation to the Government by December 31 of the same calendar year. Only one adjustment will be made annually and will become effective thirty (30) days from receipt of notice, but no earlier than the first day of October of the adjustment year. Upon approval of request by the RECO, the Government will provide the Lessor with a lump-sum payment. If desired by both parties, the operating costs may be renegotiated for the second half of the lease term, and the lease may be amended by supplemental agreement.

In the event of any decreases in operating costs during the term of the Government's occupancy under this lease, the rental amount of costs of services and utilities will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this article.

The base for the operating costs adjustment will be \$2.50 per rentable square foot (see operating costs breakdown above). The parties acknowledge the entire building is 3,188 square feet and Government's occupancy represents 100% of total operating costs when calculating pro-rata share of actual expenses on an annual basis.

- 1.5. **HOLDOVER (07/14)** – If after the expiration of the lease, the Government shall retain possession of the premises, the lease shall continue in force and effect on a month-to-month basis. Rent shall be paid in accordance with the terms of the lease, in arrears on a prorated base, at the rate paid during the lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquire the property in fee, or vacated the premises.
- 1.6. **LESSOR'S SUCCESSORS (10/96)** – The terms and provisions of this lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

## **2. GENERAL CLAUSES**

- 2.1. **ACCESSIBILITY (07/14)** – The building and the leased premises shall be accessible to persons with disabilities pursuant to the Architectural Barriers Act and Rehabilitation Act as detailed in the Architectural Barriers Act Accessibility Standards (ABAAS) 41 CFR Parts 102-71, 102-72, et al, and all applicable state and local accessibility laws and regulations. ABAAS is available at [www.access-board.gov](http://www.access-board.gov).

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### **2.6.9 Small Space Lease**

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Subject to the exception set forth herein, separate ABAAS compliant toilet facilities for men and women shall be provided on each floor where the FAA leases space. Separate ABAAS compliant toilet facilities shall not be required if due to the age of the building, design layout, or other structural requirements, it is technically infeasible to do so. In the event the Lessor determines that it is technically infeasible to provide separate ABAAS compliant toilet facilities, the Lessor shall provide the basis for the determination of technical infeasibility in writing to the RECO, together with all supporting documentation.

Water closets and urinals shall not be visible when the exterior door is open. Each toilet room shall contain toilet paper dispensers, soap dispensers, paper towel dispensers, waste receptacles; a coin operated sanitary napkin dispenser with receptacle for each toilet in the women's restroom, disposable toilet seat cover dispensers, a convenience outlet, and hot and cold water for all restrooms. No fewer than two drinking fountains shall be provided. One drinking fountain shall be a low unit commonly called a wheelchair unit and one drinking fountain shall comply with standing persons requirements, unless sufficient space is not available to provide both a wheelchair unit and a standing persons unit. In such instance, and subject to the approval of the RECO, a single unit able to accommodate both disabled and non-disabled persons shall be provided.

- 2.2. CONTRACT DISPUTES (11/03) – All contract disputes arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70  
Federal Aviation Administration, 800 Independence Avenue, S.W., Room 323  
Washington, DC 20591  
Telephone: (202) 267-3290  
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

- 2.3. MAINTENANCE OF THE PREMISES (10/96) – The Lessor will maintain the demised premises, including the building, grounds, and all equipment, fixtures, and

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**2.6.9 Small Space Lease**

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appurtenances furnished by the Lessor under this lease, in good repair and tenantable condition.

- 2.4. FAILURE IN PERFORMANCE (10/96) – In the event the Lessor fails to perform any service, to provide any item, or meet any requirement of this lease, the Government may perform the service, provide the item, or meet the requirement, either directly or through a contract. The Government may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the Government on this lease.
- 2.5. NO WAIVER (10/96) – No failure by the Government to insist upon strict performance of any provision of this lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.
- 2.6. NON-RESTORATION (10/96) – The FAA will have no obligation to restore and/or rehabilitate, either wholly or partially, the premises under this lease. It is further agreed that the FAA may abandon in place any or all of the structures, improvements and/or equipment installed in or located upon said property by the FAA during its tenure. Notice of abandonment will be conveyed to the Lessor in writing.
- 2.7. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) – If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the lease, in whole or in part, immediately by giving written notice to the Lessor and no further rental will be due.
- 2.8. OCCUPANCY PERMIT (07/14) – The premises offered will have a valid Occupancy Permit, issued by the local jurisdiction, for the intended use of the Government, or the Lessor will complete and provide a certified copy of "FAA Safety & Environmental Checklist" form, in lieu of an occupancy permit, at the contracting officer's discretion.
- 2.9. HOLD HARMLESS (10/96) – In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act," the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.
- 2.10. ANTI-KICKBACK (07/14) - The Anti-Kickback Act of 1986 (41 U.S.C. § 8701 et seq.), prohibits any person from
  - A. Providing or attempting to provide or offering to provide any kickback;

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**2.6.9 Small Space Lease**

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- B. Soliciting, accepting, or attempting to accept any kickback; or
- C. Including, directly or indirectly, the amount of any kickback in the lease price charged by a prime Lessor to the United States Government or in the lease price charged by a sublessor to a prime Lessor or higher tier sublessor.

2.11. SUBORDINATION, NONDISTURBANCE AND ATTORNMENT (07/14) –

- A. Lessor warrants that it holds such title to or other interest in the premises and other property as is necessary to the Government's access to the premises and full use and enjoyment thereof in accordance with the provisions of this lease. Government agrees, in consideration of the warranties and conditions set forth in this clause, that this lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this lease. Government agrees, however, within twenty (20) business days following the RECO's receipt of a written demand, to execute such instruments as Lessor may reasonably request to evidence further the subordination of this lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this lease.
- B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this lease so long as the Government is not in default under this lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.
- C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale

or deed delivery in lieu of foreclosure, execute all such revisions to this lease, or other writings, as shall be necessary to document the foregoing relationship.

- D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

2.12. ALTERATIONS (10/96) – The Government shall have the right during the existence of this lease to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, additions or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government subject to the Lessor's approval not to be unreasonably withheld. The parties hereto mutually agreed and understood, that no restoration rights shall accrue to the Lessor for any alterations to the leased premises under this lease, and that the Government shall have the option of abandoning alterations in place, when terminating the lease, at no additional cost.

2.13. EXCUSABLE DELAYS (07/14) –

- A. The Lessor shall not be in default because of any failure to perform this lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor. 'Default' includes failure to make progress in the work so as to endanger performance.
- B. The RECO shall ascertain the facts and extent of the failure. If the RECO determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

2.14. CLAUSES INCLUDED BY REFERENCE (07/14) – This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- A. DEFAULT BY LESSOR (10/96)  
B. COMPLIANCE WITH APPLICABLE LAWS (10/96)  
C. OFFICIALS NOT TO BENEFIT (10/96)  
D. COVENANT AGAINST CONTINGENT FEES (08/02)  
E. EXAMINATION OF RECORDS (10/96)  
F. ASSIGNMENT OF CLAIMS (10/96)  
G. SUBLEASE (10/96)  
H. INTEGRATED AGREEMENT (10/96)  
I. EQUAL OPPORTUNITY (10/96)

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- J. AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS (10/96)
- K. AFFIRMATIVE ACTION FOR DISABLED WORKERS (10/96)
- L. UNAUTHORIZED NEGOTIATING (10/96)

### 3. FINANCIAL CLAUSES

3.1. SYSTEM FOR AWARD MANAGEMENT – REAL PROPERTY (01/13) – The FAA uses the System for Award Management (SAM) as the primary means to maintain Lessor information required for payment under any FAA lease.

A. Definitions. As used in this clause for:

1. "SAM database" means the primary Government repository for Lessor information required for the conduct of business with the Government.
2. "Contractor" is synonymous with "Lessor" for real property leases or other contracts
3. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
4. "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
5. "Registered in the SAM database" means that the Lessor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database.

B. By submission of an offer, the Lessor acknowledges that:

1. A prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment.
2. The Lessor will enter, in the space provided on the clause, Contractor Identification Number Data Universal Numbering System (DUNS) Number - Real Property the Lessor's DUNS or DUNS+4 number that identifies the Lessor's name and address exactly as stated in the offer. The DUNS number will be used by the RECO to verify that the Lessor is registered in the SAM database.

C. If the Lessor does not have a DUNS number, it will contact Dun and Bradstreet directly to obtain one.

1. A Lessor may obtain a DUNS number:
  - a. If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
  - b. If located outside the United States, by contacting the local Dun and Bradstreet office.
2. The Lessor will be prepared to provide the following information:
  - a. Company\* legal business.

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- b. Tradestyle, doing business, or other name by which your entity is commonly recognized.
  - c. Company Physical Street Address, City, State, and Zip Code.
  - d. Company Mailing Address, City, State and Zip Code (if separate from physical).
  - e. Company Telephone Number.
  - f. Date the company was started.
  - g. Number of employees at your location.
  - h. Chief executive officer/key manager.
  - i. Line of business (industry).
  - j. Company Headquarters name and address (reporting relationship within your entity).
    - \* Individual (non-corporate) Lessors of real property that are not normally in the business of leasing real property: You should consider your leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as an sole proprietor when providing this information to Dunn & Bradstreet.
- D. If an otherwise successful Lessor does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered Lessor, if the RECO determines it to be in the best interests of the Government.
- E. Processing time, normally 48 hours, will be taken into consideration when registering. Lessors who are not registered will consider applying for registration immediately upon receipt of this solicitation.
- F. The Lessor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database the Lessor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this lease and is not a substitute for a properly executed contractual document.
- G. Changes
- 1. Name or Ownership Changes
    - a. If a Lessor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the lease), or has transferred the assets used in performing the lease, the Lessor will provide the responsible RECO a minimum of one business day's written notification of its intention to:
      - i. Change the name in the SAM database;
      - ii. Agree in writing to the timeline and procedures the RECO specifies to document the requested change in the lease. With notification, the Lessor will provide sufficient documentation to support the legally changed name then execute the appropriate supplemental agreement to document the name change provided by the RECO.

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"Contractor Identification Number," as used in this provision, means the Lessor's "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from SAM clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Fund Transfer.

- B. Contractor / Lessor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the Offeror will provide its DUNS or DUNS+4 number below. The DUNS number will be used by the RECO to verify that the Offeror is registered in the SAM database.

DUNS OR DUNS+4 NUMBER: 124970641

- C. If the Offeror / Lessor does not have a DUNS number, he should contact Dun and Bradstreet at 1-866-705-5711, or via the internet at <http://www.dnb.com> directly to obtain one. Detailed requirements for obtaining a DUNS number is contained in Paragraph (c) of clause "System for Award Management-Real Property".

#### **4. DESIGN AND CONSTRUCTION CLAUSES**

- 4.1. CONSTRUCTION COORDINATION (08/02) – A pre-construction meeting shall be held at the facility prior to the commencement of any construction, renovation, remodeling, or repair within the leased premises and areas connected to or integrated with the leased premises. If any items on the checklist are questionable or undone, full resolution of the issues will be expected before the project starts. The pre-construction meeting will be planned, scheduled, and coordinated with the RECO, the Government's supervisor or manager responsible for the facility, at least one week before the execution of the work.
- 4.2. INSPECTION (10/96) – The Government reserves the right, at any time after the lease is signed and during the term of the lease, to inspect the leased premises and all other areas of the building to which access is necessary to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this lease. The Government shall have the right to perform sampling of suspected hazardous conditions.
- 4.3. WARRANTY OF SPACE (04/12) –
- A. Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Lessor warrants that all space leased to the Government under this contract, which space is not limited to that set forth in paragraph A.1 of this lease, but which also shall include spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the

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leased space, engineering spaces in the same ventilation zone as the leased space, public spaces and common use space (e.g., lobbies, hallways) will, at the time of acceptance and during the term of this lease, including all extensions thereof, comply with the asbestos containing material (ACM) and polychlorinated biphenyl (PCB) requirements of the Toxic Substance Control Act (TSCA). The RECO shall notify the Lessor in writing of any failure to comply with asbestos requirements, within 30 days after the discovery thereof. All construction by the Lessor is required to comply with the OSHA regulations for Asbestos.

- B. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances during the time of this lease. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are required to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.
- C. The leased premises shall be free of all asbestos-containing material, PCB's, Radon, and other environmentally hazardous substances during the time of this lease. If either ACMs or PCBs are found to be in the leased space, the Government reserves the right to require the Lessor, at no cost to the Government, to take whatever corrective action required by the Toxic Substance Control Act, EPA regulations and state requirements. All facilities constructed prior to 1981 are required to have an asbestos building survey conducted by a qualified inspector, including a visual examination and bulk sampling. All ACM survey reports must be sent to the RECO.
  - 1. "Acceptance", as used in this clause means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, the leased premises as ready for occupancy or approves a portion of the premises for occupancy in accordance with the provisions of this lease contract.
  - 2. "Correction", as used in this clause, means (i) the removal, encapsulation or enclosure of any friable asbestos materials found in the space leased to the Government, spaces above suspended ceilings in the leased space, air plenums elsewhere in the building which service the leased space, public spaces, engineering spaces in the same ventilation zone as the leased space and common use space (e.g., lobbies, hallways). Following such abatement actions, the Lessor shall adhere to the FAA's required post-asbestos-abatement air monitoring program. (ii) With regard to non-friable asbestos materials in good condition, it means the establishment and execution of a special operations and maintenance program and an abatement plan, approved by the Government, to be implemented from the time the materials are discovered through the remainder of the lease term, and (iii) with regard to PCBs, it involves the removal or retrofitting, in accordance with EPA regulations, of any PCB equipment present in the building.

4.4. DOORS (04/12) – Exterior doors shall be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The FAA will be furnished

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at least two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors shall conform to NFPA Standard No. 80. As designated by the FAA, doors shall be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The FAA shall provide cores.

- 4.5. LIGHTING (04/12) – Modern, diffused, energy efficient fluorescent fixtures shall be provided at working surfaces that maintain a uniform lighting level of 50 foot candles. Emergency lighting must provide at least 0.5 foot candles of illumination throughout the exit path, including exit access routes, exit stairways, or other routes such as passageways to the outside of the building.
- 4.6. ADHESIVES AND SEALANTS (01/12) – The Lessor shall use adhesives and sealants that contain no formaldehyde or heavy metals.
- 4.7. CEILINGS (10/96) – Must have acoustical treatment with a flame spread of 25 or less and smoke development rating of 50 or less.
- 4.8. DISPLAY ADVERTISING (10/96) – If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.
- 4.9. ERECTION OF SIGNS (10/96) – The Government shall have the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility. Said signs so erected will remain the property of the Government and shall be removed from the premises upon termination of the lease.
- 4.10. FLOOR LOAD (04/12) – All adjoining floor areas shall be 1) of a common level not varying more than 1/4 inch over a 10-foot, 0-inch horizontal run in accordance with the American Concrete Institute standards, 2) non-slip, and 3) accepted by the RECO.

Under floor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per square foot plus 20 pounds per square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per square foot including moveable partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required by the RECO. Calculations and structural drawings may also be required.

- 4.11. WINDOW AND FLOOR COVERING (04/12) – All exterior windows shall be equipped with window covering. Floors will be carpeted with a commercial grade of carpet acceptable (carpet tiles or carpet broadloom) to the FAA. Existing floor and window coverings may be accepted at the discretion of the RECO however; prior to occupancy all carpeting and window coverings shall be cleaned.

At no additional cost to the FAA, the Lessor shall replace carpeting at least every eight (8) years during FAA occupancy or any time during the lease when:

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- A. Backing or underlayment is exposed,
- B. There are noticeable variations in surface color or texture, and/or
- C. The condition of the carpet is such that it presents a clear and present danger to pedestrians.

Replacement includes moving and return of furniture including dismantling, moving and re-assembling the FAA's systems furniture if directed by the FAA

4.12. **WIRING FOR TELEPHONES (10/96)** – The Government reserves the right to provide its own telephone service in the space to be leased. It may have inside wiring and telephone equipment installed by the local telephone company or a private contractor. Alternately, the FAA may wish to consider using inside wiring provided by the building, if available. However, the final decision will remain the Government's.

4.13. **INSTALLATION OF ANTENNAS, CABLES AND OTHER APPURTENANCES (04/12)** – The FAA shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

4.14. **PAINTING (01/15)** – Prior to occupancy, all surfaces must be newly painted with non-lead based paints in colors acceptable to the Government. All surfaces must be repainted after working hours at Lessor's expense at least once every eight (8) years. Such repainting includes the moving and returning of the furniture, including dismantling, moving and re-assembling the Government's systems furniture, if directed by the Government, at the Lessor's expense. Any existing lead based paint shall be properly maintained and managed per existing federal, state and local regulatory requirements. If there is chipping, flaking or peeling paint, it would need to be sampled for lead at the Lessor's expense. If containing lead, it would need to be abated at the Lessor's expense prior to occupancy by the Government. This could be performed either by removal or sealing with an encapsulating material.

## **5. SERVICE, UTILITIES, AND MAINTENANCE**

5.1. **SERVICE, UTILITIES, AND MAINTENANCE OF PREMISES (07/14)** – The Lessor shall maintain the leased premises, including outside areas in a clean condition. The Lessor shall provide the labor, materials, equipment and supervision necessary to ensure good repair and tenantable condition. Services, utilities, and maintenance will be provided daily, extending from 6:00 a.m. to 6:00 p.m. except Saturday, Sunday, and Federal holidays. The Government will have access to the leased premises at all times, including the use of electrical services, toilets, lights, elevators, and Government office machines without additional payment.

The Lessor shall provide the following:

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- A. Electricity
  - B. Water (hot and cold) and sewer to leased premises
  - C. Trash removal daily
  - D. Chilled drinking water
  - E. Restroom cleaning and supplies, daily
  - F. Window washing twice yearly
  - G. Replacement lamps, tubes and ballasts
  - H. Exterior & interior door locks and hardware – designed to accept 7-pin removable cores manufactured by “Best Lock,” supplied by the Government
  - I. External storm shelter located at the northwest corner of the leased premises
  - J. Separate air conditioning unit installed in the IT room of the leased premises
- 5.2. HVAC (04/14) – All heating, ventilation and air-conditioning systems that service the leased space must maintain a temperature range of 68-72 degrees Fahrenheit year-round. These temperatures must be maintained during hours of operation throughout the leased premises and service areas regardless of outside temperatures. For purposes of this paragraph, compliance with ASHRAE standard ANSI/ASHRAE 62-1999 - Ventilation for Acceptable Indoor Air Quality, will meet FAA’s requirements for indoor air quality.
- In order to ensure that there is no degradation of air quality or air flow in the leased premises during the term of the lease, the Lessor agrees to service the roof and/or ground mounted HVAC units (check for defects, lubricate, make adjustments, change the filters, cleaned and make other necessary service requirements) every 60 days. Lessor also agrees to service the VAV boxes annually (on or before each lease anniversary date). Such service will include checking the temperature ranges (refer to section B4), checking all speeds on each fan, cleaning the fans and other components, replacing defective parts and completing other necessary repairs and maintenance.
- 5.3. PEST CONTROL (01/15) – The Lessor must exterminate and control pests within the premises within a timely manner as required by the Government. Notice and acceptance shall be provided to the Government facility manager and a copy to the RECO before any application of herbicide(s)/pesticide(s) or other chemical pest control. No application of pesticides may be performed without the written consent of the FAA facility manager. OSHA requirements for Hazard Communication must apply for the use of hazardous materials used in pest control. Copies of Safety Data Sheets (SDS) for all chemicals brought on site must be provided to the Government before application. Only licensed applicators must be allowed to apply chemicals. Herbicides/pesticides are not to be applied near the outside air intakes of the building during normal working hours or when the system is in operation.
- 5.4. JANITORIAL SERVICES (07/14) – The Lessor shall provide janitorial services for the leased space, public areas, entrances, and all other common areas and shall provide replacement of supplies.

- A. The Lessor shall select, to the maximum extent practicable janitorial cleaning products and equipment that promote environmental stewardship. At a minimum, the Lessor shall:
1. Use products that are packaged ecologically;
  2. Use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and;
  3. Minimize the use of harsh chemicals and the release of irritating fumes.
  4. Examples of acceptable products may be found at [www.gsa.gov/p2products](http://www.gsa.gov/p2products).
- B. SELECTION OF PAPER PRODUCTS – The Lessor shall select paper and paper products (i.e. bathroom tissue and paper towels) with recycled content conforming to EPA’s Comprehensive Procurement Guidance (CPG).
- C. SCHEDULE OF CLEANING – Cleaning shall be performed after the hours identified in 5.1, unless cleaning during official duty hours is specified as a special requirement. The Lessor shall provide the schedule for the required cleaning services and their frequencies. A suggested schedule is set forth below:
1. Daily:
    - a. Sweep floors using chemically treated absorbent or dusting tools (such as DEX or equal).
    - b. Vacuum all carpeted areas, as needed.
    - c. Empty waste baskets and containers; dispose of waste paper, trash, and other extraneous materials.
    - d. Clean toilet rooms, including toilets, sinks and soap containers. Furnish and maintain constant supply of deodorant material and paper products
    - e. Wash all drinking fountains.
    - f. Refill hand sanitizer dispensers in common areas, where applicable
    - g. In the restrooms:
      - i. Clean restroom fixtures and chrome fittings.
      - ii. Clean and refill all dispensers (including deodorant material)
      - iii. Wet mop restroom floors.
      - iv. Sanitize toilets, toilet seats, and urinals.
      - v. Spot wash walls, partitions, and doors.
  2. Weekly:
    - a. Dust counters, file cabinets, and telephones, and surfaces of all office furniture, fixtures, and window sills (except desk tops).
    - b. Damp mop, and buff all non-carpeted floors.
    - c. Vacuum all carpeted areas.
  3. Monthly:
    - a. Wash waste baskets.
    - b. Damp mop and buff all non-carpeted floors; wax and buff non-carpeted floors.
    - c. Clean or wash walls as needed to present a neat appearance.
    - d. Dust all ledges and flat surfaces within reach.
    - e. Dust and clean all light fixtures.
    - f. Dust and clean all blinds.

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- g. Wash restroom walls, partitions, and doors.
- 4. Semi-Annually:
  - a. Wash all exterior office windows.
- 5. Once a Year:
  - a. Strip old wax from all floor space and re wax. This service is to be performed in conjunction with one of the quarterly cleaning schedules.
  - b. Shampoo all carpeted floors.

Within 60 days after occupancy by the Government, the Lessor shall provide the RECO with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

- 5.5. RECYCLING (01/15) – Where state or local law, code, or ordinance requires recycling programs (including those for mercury containing lamps) for the space to be provided, the Lessor must comply with such state and/or local law, code, or ordinance. In all other cases, the Lessor must establish a recycling program for paper, corrugated cardboard, glass, plastics, and metals to the extent practicable and where local markets for those recovered materials exist. The Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space after lease execution.
- 5.6. MAINTENANCE OF GROUND AND WALKWAY (07/14) – The Lessor shall maintain in good condition landscape plants and lawns. The Lessor shall also remove snow and ice from the entrances, exterior walks and parking areas around the premises, prior to and during the normal business hours set forth in the “Service, Utilities, and Maintenance of Premises” clause.
- 5.7. LANDSCAPING (01/15) –
  - A. Landscaping must comply with Government security requirements.
  - B. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
  - C. Landscape management practices must prevent or minimize pollution by:
    - 1. Employing practices which avoid or minimize the need for fertilizers and pesticides;
    - 2. Prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
    - 3. Composting/recycling all yard waste.
  - D. The Lessor must use landscaping products with recycled content required by the Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, [www.epa.gov/cpg](http://www.epa.gov/cpg).

## 6. FIRE PREVENTION AND SAFETY

- 6.1. ENVIRONMENTAL, OCCUPATIONAL SAFETY AND HEALTH (EOSH) CONSIDERATIONS FOR RENOVATION, CONSTRUCTION AND MAINTENANCE ACTIVITIES (01/15) – Federal, state and local EOSH (OSHA and EPA) Standards and Building Codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the leased premises. Whenever FAA standards require work processes or precautions to be provided, the Lessor will coordinate with the FAA before and during the work so that proper requirements are met.
- 6.2. EOSH REQUIREMENTS (01/15) – The Lessor must provide space, services and equipment that comply with the following OSH standards:
- A. 29 CFR 1910, Occupational Safety and Health Standards (General Industry)
  - B. 29 CFR 1926, Safety and Health Standards (Construction)
  - C. FAA Order 3900.19B, FAA Occupational and Health Program
  - D. FAA Standard HF-STD-001, Human Factors Design Standard
  - E. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
  - F. Local and state EOSH regulations
  - G. Local and state fire codes and building codes. Compliance with local and state codes generally provides a level of safety that meets or exceeds national consensus standards.

Any equipment used or otherwise provided by the Lessor or Lessor's contractors or agents that presents a potential safety hazard must be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, and ANSI Standard Z535.4, Product Safety Signs and Labels.

All equipment described herein must be designed and installed to be free of mechanical hazards that may injure personnel (sharp projections, unguarded moving parts, etc.), in accordance with FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

- 6.3. FIRE PROTECTION AND LIFE SAFETY REQUIREMENTS (01/15) – The facility, its systems and appurtenances must be in compliance with the following fire protection and fire life safety (FLS) requirements:
- A. Construction features of the building must comply with state and local building codes in affect at the time of construction or most recent modification.

- B. Maintenance and operations of the building must comply with the current edition of state and local fire safety and fire prevention codes.
- C. Construction features, maintenance and operations of the building must meet or exceed the minimum level of fire and life safety specified by OSHA 29 CFR 1910.

Where compliance with the literal requirements of these standards has not been achieved, the Lessor must document, in writing to the Government, the specific deviation(s) from these standards and what alternative methods have been employed by the Lessor and accepted by the local jurisdiction (where applicable), as an alternative method of compliance. Furthermore, where alternative methods of compliance are used in lieu of literal compliance with the FLS requirements listed herein, the approach must be documented, signed by a Fire Protection Engineer, licenses in the subject property's state, and presented to the Government for review and concurrence.

As provided in this section, all codes, standards, orders and directives refer to the current edition in place at the signing of this lease. If construction or modifications to the leased premises are undertaken at any time during the term of this lease, all fire protection and life safety systems must be brought into compliance according to the then-current edition of NFPA and local codes and standards.

Regardless of local code requirements, when the leased space (including garage areas under lease by the Government) is on the 6th floor and above, or below grade, automatic sprinklers are required. Furthermore, leased buildings serving National Airspace System (NAS) air traffic control operations and constructed after June 2012, must be fully protected with an automatic, electrically supervised sprinkler system designed and installed in accordance with the requirements of NFPA 13.

When the leased space is located in multi-tenant buildings, the Lessor may be assisted by the FAA facility manager, but is fully responsible for the following:

- A. Development of a building Emergency Action Plan (EAP) and Fire Prevention Plan
- B. Publishing and making copies of the EAP and Fire Prevention Plan available to all FAA leased space occupants
- C. Conducting fire or other emergency evacuation drills for all employees, at least annually
- D. Conducting review and modification of the EAP and Fire Prevention Plan at least annually
- E. Inviting FAA representation in development, review and modification of the EAP and Fire Prevention Plan

The Government facility manager shall be responsible for the development of the tenant specific EAP and FPP for their lease space and in single tenant buildings.

- 6.4. ELECTRICAL SAFETY (01/15) – The Lessor must ensure electrical safety requirements are met, including grounding, bonding, shielding, control of electrostatic discharge (ESD), and lightning protection requirements, in accordance with:

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- A. 29 CFR 1910, Subpart S, *Electrical* and Subpart J, *Control of Hazardous Energy*
- B. FAA Standard HF-STD-001, *Human Factors Design Standard*, Chapter 12.4, Electrical Hazards
- C. DOT Specification FAA-G-2100H, *Electronic Equipment, General Requirements*
- D. National Fire Protection Association (NFPA) 70, *National Electrical Code*
- E. NFPA 70E, *Electrical Safety in the Workplace*
- F. American National Standards Institute/Institute of Electrical and Electronics Engineers (ANSI/IEEE) Standard 1100-2005, *Recommended Practice for Powering and Grounding Electrical Equipment*
- G. DOT Standard FAA-STD-019E, *Lightning and Surge Protection, Grounding, Bonding and Shielding Requirements for Facilities and Equipment*

The Lessor must ensure that electrical equipment in leased premises meets minimum clear working space requirements in accordance with 29 CFR 1910.303 and NFPA 70 Article 110.26. The Lessor shall ensure that the electrical equipment is properly maintained and documented in accordance with NFPA 70E. Any change in the electrical equipment would require a review of the current arc flash warning labels to determine if the arc flash warning labels posted meet the current safety requirements

All hazards associated with electrical equipment must be marked with labels indicating the hazard, in accordance with FAA-G-2100H, Chapter 3.3.5.5, *Markings, Signs, Tags and Symbols*.

The Lessor must ensure that personnel are protected from arc flash hazards, in accordance with NFPA 70E, *Electrical Safety in the Workplace* and that arc flash warning labels are posted on affected panels, with warning labels meeting the requirements of ANSI Standard Z53, *Series of Standards for Safety Signs and Tags*.

## 7. SECURITY CLAUSES

- 7.1. FACILITY SECURITY (04/12) – Security requirements for Government occupied space must meet minimum-security accreditation standards for the type of facility covered by this lease. The FAA Facility Security Management Program defines facility security accreditation standard levels. The security requirements identified below are tailored specifically for the type of facility covered by this lease. The Lessor shall provide or make accommodation to provide for all the security requirements listed herein for the leased premises covered by this lease agreement: none

The local Servicing Security Element (SSE) will determine any additional security upgrades that are required to meet accreditation and shall conduct a final security assessment of the building. The Lessor shall provide maintenance services to the security upgrades installed by the Lessor within the leased premises and covered under this lease.

## 7.2. LESSOR PERSONNEL SUITABILITY REQUIREMENTS (10/13) –

- A. This clause applies to the extent that this lease requires Lessor’s employees, agents, subcontractors, or consultants to have unescorted access to FAA:
1. Facilities;
  2. Sensitive information; and/or;
  3. Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Lessor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.  
Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.
- B. Consistent with FAA Order 1600.72A, the FAA SSE has approved designated risk levels for the positions under the lease. Those designated risk levels are: Low risk
- C. If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the Lessor will submit to the RECO a point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is an FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, an OPM Position Designation or FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI.

The following information must be entered into VAP by the POC for each applicant requiring an investigation:

1. Name;
2. Date and place of birth (city and state);
3. Social Security Number (SSN);
4. Position and office location;
5. Contract number;
6. Current e-mail address and telephone number (personal or work); and
7. Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background

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investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2-year break in service by the applicant, the SSE will notify the Lessor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

1. Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system
2. Instructing the applicant how to enter and complete the eQIP form;
3. Providing where to send/fax signature and release pages and other applicable forms; and
4. Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the Lessor must submit the required information with a transmittal letter referencing the lease number to:

Headquarters Contracts:  
Federal Aviation Administration  
Manager, Personnel Security Division, AIN-400  
800 Independence Avenue, S.W., Room 315  
Washington, D.C. 20591

Regional and Center Contracts:  
Federal Aviation Administration  
Southwest Regional Office  
Joint Security and Hazardous Materials Safety Office, AHC-210  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

- D. The Lessor must submit the information required by paragraph (c) of this clause for any new employee not listed in the Lessor's initial submission who is hired into any position identified in paragraph (b) of this clause.
- E. The RECO will provide notice to the Lessor when any Lessor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The Lessor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the Lessor will report the action to the RECO and SSE.

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- F. No Lessor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the Lessor employee to begin work.
- G. The Lessor must notify the RECO within one (1) business day after any employee identified pursuant to paragraph (c) of this clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee an identification card, the Lessor must collect the card and submit it to the SSE.
- H. The Lessor must request a report from the VAP on at least a semiannual basis in order to reconcile discrepancies and then must notify the SSE of these discrepancies as soon as possible.
- I. The RECO may also, after coordination with the SSE and other security specialists, require Lessor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the Lessor must provide, or cause each of its employees to provide, such security information to the SSE, to meet the requirements of paragraph (c) of this clause.
- J. The Lessor and/or subcontractor(s) must contact the SSE (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of Government property or the Lessor becomes aware of any information that may raise a question about the suitability of a Lessor employee.
- K. Failure to submit information required by this clause within the time required may be determined by the RECO as a material breach of the contract.
- L. If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.
- M. The Lessor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

Lessor employees who have not undergone a background investigation must be escorted at all times. In some instances, a Lessor employee may be required to serve as an escort. To serve as an escort, a Lessor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

7.3. FOREIGN NATIONALS AS CONTRACTOR EMPLOYEES (10/14) –

- A. Definition. "Foreign National" is any citizen or national of a country other than the United States who has not immigrated to the United States and is not a Legal Permanent Resident (LPR) of the United States.
- B. Each contractor or subcontractor employee under this contract having access to FAA facilities, sensitive information, or resources must be a citizen of the United States, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151, or who presents other evidence from the U.S. Citizenship and Immigration Service that employment must not affect his/her immigration status.
- C. Aliens and foreign nationals proposed under this contract must meet the following conditions in accordance with FAA Order 1600.72A, chapter 5, paragraph 7 & 8:
  - 1. Must have resided within the United States for three (3) of the last five (5) years unless a waiver of this requirement is requested and approved in accordance with the requirements stated in FAA Order 1600.72A, chapter 5, paragraph 9;
  - 2. A risk or sensitivity level designation can be made for the position; and
  - 3. The appropriate security-related background investigation/inquiry can be adequately conducted.
- D. Foreign nationals proposed under this contract must meet the following additional conditions:
  - 1. Provide a current passport and Place of Birth in order to successfully pass a Security background check in accordance with the FAA Order 1600.74, Visitor Policy, and
  - 2. Successfully pass an export control review as outlined in FAA Order 1240.13 FAA Export Control Compliance.
- E. Interim suitability requirements may not be applied unless the position is low/moderate in risk, and/or temporary, and/or is not in a critical area position.

7.4. ACCESS TO FAA SYSTEMS AND GOVERNMENT-ISSUED KEYS, PERSONAL IDENTITY VERIFICATION (PIV) CARDS, AND VEHICLE DECALS (10/13) –

- A. It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to Lessor employees. Prior to or upon completion or termination of the work required hereunder, the Lessor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Representative (COR). When Lessor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days after termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

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- B. In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the Lessor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$10.00 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the Lessor.
- C. Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.
- D. The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the Lessor in connection with the contract at the convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.
- E. Keys must be obtained from the COR who will require the Lessor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the RECO, COR, and facility manager. Electronic keying cards are handled in the same manner as metal keys.
- F. Each contract employee, during all times of on-site performance at the ICT MIDO must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.
  - 1. Prior to any Lessor employee obtaining a PIV Card or vehicle decals, the Lessor is required to enter data for each employee into the Vendor Applicant Process (VAP) as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. From the information entered into the VAP, the SSE will determine whether final suitability can be granted due to the existence of a previous investigation, or will initiate the Lessor applicant into the Electronic Questionnaires for Investigations Processing (eQIP) system so that the applicant can complete the investigative forms. Interim suitability cannot be granted until the eQIP form is completed, and fingerprints and signature pages are submitted to the SSE. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, a fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.
  - 2. To obtain the PIV Card, Lessor employee must submit an identification Card/Credential Application (DOT 1681) signed by the Lessor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the RECO or to the COR. The DOT 1681 must contain, as a minimum, under

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the "Credential Justification" heading, the name of the Lessor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The Lessor will be notified when the DOT 1681 has been approved and is ready for processing by the SSE. Arrangements for processing the identification cards, including photographs and lamination can be made by contacting the SSE at 816-329-3711.

3. The Lessor must contact the SSE to obtain the procedures that the Lessor's employees must utilize to obtain their PIV Card.
- G. The Lessor is responsible for ensuring final out-processing is accomplished for all departing Lessor employees. Final out-processing must be accomplished by close of business the final workday of the Lessor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

## 8. ENVIRONMENTAL CLAUSES

- 8.1. INDOOR AIR QUALITY (01/15) – The Lessor must control contaminants at the source and/or operate the space in such a manner that the indicator levels for carbon monoxide (CO), carbon dioxide (CO<sub>2</sub>), and formaldehyde (CH<sub>2</sub>O), are not exceeded. The indicator levels for office area are as follows: CO-less than 5 parts per million (PPM) time weighted average (TWA - 8-hour sample); CO<sub>2</sub> - 700 PPM (TWA); CH<sub>2</sub>O - 0.027 PPM (TWA). All indoor air contaminant levels in leased space will be kept below appropriate OSHA regulations or Consensus standards, whichever is stricter. Air quality and facility cleaning will be required and adequate to prevent the growth of mold, mildew and bacteria. Any visual evidence of these will require immediate sampling and remediation. Moisture/standing water will be controlled to prevent the growth of these.

During working hours, ventilation must be provided in accordance with the latest edition of ANSI/American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 62, *Ventilation for Acceptable Indoor Air Quality* and ASHRAE Standard 55-2010, *Thermal Environmental Conditions for Human Occupancy*. The indicator levels for office area for Relative Humidity is 20% to 60%; Humidity ratio of <0.0124 (humidity ratio is the amount of water vapor relative to dry air) and for temperature is 68-82° F.

The Lessor must promptly investigate indoor air quality (IAQ) complaints and shall implement controls including alteration of building operating procedures (e.g., adjusting air intakes, adjusting air distribution, cleaning and maintaining heating, ventilation and air conditioning (HVAC) systems, etc.). The FAA is responsible for addressing IAQ problems resulting from its own activities.

The Lessor will provide SDS to the FAA facility manager as well as send a copy to the RECO for all chemicals and cleaning solutions prior to their use in the FAA space or other building spaces that might affect air quality in the FAA space. Materials should

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### 2.6.9 Small Space Lease

July 2015

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contain low or no VOCs and additional ventilation may be required when using chemicals and cleaning solutions.

- 8.2. HAZARDOUS MATERIALS (01/15) – The facility and equipment provided by the Lessor must minimize the use of lead and mercury, in accordance with FAA Order 1050.10C, Prevention, Control, and Abatement of FAA Environmental Pollution; be free of Class I ozone-depleting substances (ODSs), HCFC-22, HCFC-141b, and HCFC-142b, in accordance with 40 CFR Part 82, Protection of Stratospheric Ozone; and be free of polychlorinated biphenyls (PCBs), in accordance with 40 CFR Part 761.

The Lessor shall ensure that FAA personnel are protected from asbestos hazards, in accordance with 29 CFR 1910.1001, Asbestos, and FAA Order 1050.20A, Airway Facilities Asbestos Control Program.

- 8.3. HALON (04/12) – Halon must not be used as a fire extinguishing system in any FAA leased space.

- 8.4. RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (07/14) –

- A. To the extent feasible, the Lessor shall comply with Section 6002 of the Resource Conservation and Recovery Act of 1976 (RCRA). As required by this lease or in any succeeding lease entered into by and between the FAA and the Lessor, the Lessor shall use recycled content products as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the [www.epa.gov/cpg/products.htm](http://www.epa.gov/cpg/products.htm).
- B. The Lessor, if unable to comply with both the CPG and RMAN lists, shall submit to the RECO a request for waiver for each non-compliant material. The request for waiver shall be based on one of the following criteria: 1.) the cost of the recommended product is unreasonable; 2.) inadequate competition with respect to product manufacturers; 3.) compliant items are not available within a reasonable period of time; or 4.) items do not meet the requirements of this lease.

- 8.5. CLAUSES INCLUDED BY REFERENCE (07/14) – This lease incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request the full text will be provided by the RECO.

- A. GENERAL HEALTH AND SAFETY STANDARDS (08/02)  
B. RADON (10/96)  
C. REFRIGERANTS (08/02)

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**2.6.9 Small Space Lease**

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## 9. CLOSING

9.1. NOTICES – All notices/correspondence shall be in writing, reference the lease number, and be addressed as follows:

To the LESSOR:                      WICHITA AIRPORT AUTHORITY  
2173 Air Cargo Road  
Wichita, Kansas 67209

To the GOVERNMENT:              FEDERAL AVIATION ADMINISTRATION  
Real Estate & Utilities Group, ALO-720  
10101 Hillwood Parkway  
Fort Worth, Texas 76177

### 9.2. EXHIBITS

Exhibit A – Floor Plan

### 9.3. ATTACHMENTS

Attachment A – ABAAS Compliance Report

IN WITNESS WHEREOF, the parties hereto have signed their names.

**LESSOR**

**ATTEST:**

**THE WICHITA AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Jeff Longwell, President

By: \_\_\_\_\_  
Victor D. White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_  
Director of Law Date

**UNITED STATES OF AMERICA**

By: \_\_\_\_\_  
Patsy J. McComis, Real Estate Contracting Officer Date

City of Wichita  
City Council Meeting  
September 22, 2015

**TO:** Wichita Airport Authority

**SUBJECT:** Federal Aviation Administration  
Lease No. DTFACN-12-L-00014, Supplemental Agreement No. 2  
1801 Airport Road  
Wichita Dwight D. Eisenhower National Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the Supplemental Agreement.

**Background:** Since 1991, the Federal Aviation Administration (FAA) has leased the Air Capital Office Complex building located at 1801 Airport Road on Wichita Dwight D. Eisenhower National Airport (Airport). The office complex houses the following divisions: Aircraft Certification Office (ACO), Aircraft Evaluation Group (AEG), Technical Operations (TO) and Flight Standards District Office (FSDO).

**Analysis:** In order to comply with FAA policies, the tenant requested that the Wichita Airport Authority (WAA) upgrade the restrooms in order to meet federal Architectural Barriers Act Accessibility Standards (ABAAS) requirements.

**Financial Considerations:** The FAA has agreed to fully reimburse the WAA for the restroom upgrades in a lump sum payment of \$7,280. The necessary work has been completed.

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

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

**Attachment:** Supplemental Agreement No. 2.

<b>U.S. Department of Transportation Federal Aviation Administration SUPPLEMENTAL LEASE AGREEMENT</b>	<b>SUPPLEMENTAL AGREEMENT NO. 2</b>	<b>DATE</b>
	<b>TO LEASE NO. DTFACN-12-L-00014</b>	

ADDRESS OF PREMISES: Approximately 38,625 square feet of space located on the Wichita Mid-Continent Airport, more particularly described as 1801 Airport Road, Wichita, Kansas, 67209.

THIS AGREEMENT, made and entered into this date by and between the WICHITA AIRPORT AUTHORITY, whose address is 2173 Air Cargo Road, Wichita, Kansas, 67277, hereinafter called the LESSOR, and the UNITED STATES OF AMERICA, hereinafter called the GOVERNMENT:

WHEREAS, on September 27, 2011, the parties hereto entered into Lease No. DTFACN-12-L-00014, for the consideration and purposes more particularly stated in said lease; and,

WHEREAS, the Government requests upgrades to a restroom to meet ABAAS requirements; and,

WHEREAS, the Lessor agrees to perform said upgrades according to Government specifications for a total cost of \$7,280.00; and

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended, as follows:

The Government agrees to make a one-time, lump sum payment in the amount of \$7,280.00 within 30 days upon completion and acceptance of the work as well as receipt of a final, itemized invoice.

All other terms and conditions of the lease shall remain in force and effect.

*Important:* Lessor  is,  is not required to sign this document and return 2 copies to the issuing office. Return receipt requested.

**2.6.13 Supplemental Lease Agreement (SLA)**

April 2010

OMB Control No. 2120-0595

IN WITNESS WHEREOF, the parties subscribed their names as of the above date.

**LESSOR**

**ATTEST:**

**THE WICHITA AIRPORT AUTHORITY**

By: \_\_\_\_\_  
Karen Sublett, City Clerk

By: \_\_\_\_\_  
Jeff Longwell, President

By: \_\_\_\_\_  
Victor D. White, Director of Airports

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

**UNITED STATES OF AMERICA**

\_\_\_\_\_  
Patsy J. McComis  
Real Estate Contracting Officer

Date: \_\_\_\_\_

Wichita, Kansas  
September 21, 2015  
10:00 a.m., Monday  
Conference Room, 12<sup>th</sup> 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, and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated September 14, 2015 were read and on motion approved:

Bids were opened July 10, 2015, pursuant to advertisements published on:

**WICHITA AIRPORT AUTHORITY/AIRFIELD MAINTENANCE: Airfield  
Regenerative Air Sweeper.**

Defer one week

The Purchasing Division recommended that the contracts be deferred as outlined above.

On motion the Board of Bids recommended that the contracts be deferred as outlined above.

On motion the Board of Bids adjourned.

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Marty Strayer, Administrative Assistant  
Department of Public Works

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Janis Edwards, CMC  
Deputy City Clerk

**FORMAL BID REPORT**

**TO:** Robert Layton, City Manager

**DATE:** September 21, 2015

**WICHITA AIRPORT AUTHORITY BIDS – VICTOR WHITE, DIRECTOR OF AIRPORTS**

**September 14, 2015**

High Speed Airfield Regenerative Air Sweeper – Wichita Airport Authority/Airfield Maintenance Division  
(Defer to September 28, 2015)

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



**Melinda A. Walker**  
**Purchasing Manager**



**BID RESULTS**

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

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

**Vendor Group Line**

**Solicitation:** 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 09/28/2015 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	

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