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**FINAL**  
CITY COUNCIL  
  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:00 a.m. October 14, 2014

City Council Chambers  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on October 7, 2014

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**AWARDS AND PROCLAMATIONS**

- Proclamation:  
  
Friends of the Library Week
- Service Award:  
  
Alan Prince

**I. PUBLIC AGENDA**

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

1. Michael Shatz - Sales Tax.

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 28)**

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 BUSINESS**

**III. UNFINISHED COUNCIL BUSINESS**

None

**IV. NEW COUNCIL BUSINESS**

1. South Central Economic Growth Strategy Collaborative Agreement.

RECOMMENDED ACTION: Approve the proposed South Central Kansas Economic Growth Strategy Proposal Collaborative Agreement with Wichita State University, place the ordinance on first reading, and authorize the necessary signatures.

2. 2014 Community Services Block Grant - Employment and Training Contract.

RECOMMENDED ACTION: Approve the 2014 Community Services Block Grant Employment and Training contract with Workforce Alliance of South Central Kansas Inc. and authorize the necessary signatures.

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**COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES**

**PLANNING AGENDA**

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

**V. NON-CONSENT PLANNING AGENDA**

1. ZON2014-22/CUP2014-26 – City Zone Change from SF 5 Single family Residential to LC Limited Commercial With a CUP Amendment to Add a Parcel to DP 308, Generally located between Gouverneur and Whittier and 500 Feet South of Kellogg, 602 and 608 South Gouverneur and 601 and 607 South Whittier. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change and CUP amendment subject to re-platting within one year of approval and MAPC recommended conditions, instruct the Planning Department to forward the ordinance for first reading when the plat is recorded (simple majority vote required); 2) approve the request subject to re-platting and the DAB II recommended conditions to include a masonry screen wall by making alternate findings (two-thirds majority vote required); 3) deny the request by making alternate findings (two-thirds majority vote required); or 4) return the application to the MAPC for further consideration (simple majority required).

**HOUSING AGENDA**

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

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

**VI. NON-CONSENT HOUSING AGENDA**

None

**AIRPORT AGENDA**

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

**VII. NON-CONSENT AIRPORT AGENDA**

None

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

None

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 28)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated October 13, 2014.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2014</u>	<u>(Consumption on Premises)</u>
Teresa A Vasquez	El Patio Inc. **	424 East Central
Matthew Ryan	Two Brothers BBQ and Burger Grill**	3134 East Douglas
<u>Renewal</u>	<u>2014</u>	<u>(Consumption off Premises)</u>
Kevin Hess	Kwik Shop 794***	514 South Oliver
Maria Guadalupe Aguilar	Cowboy Store LLC***	1460 North Broadway

\*\*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.

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Revised Petition for Improvements to Legacy Third Addition. (District IV)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Agreements/Contracts:

- a. Improvements to the 21st Street North Bridge between Mosley and New York. (District VI)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

6. Design Services Agreement:

- a. Supplemental Design Agreement for Emergency Power Generation. (District III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Change Orders:

- a. Change Order No. 2 for McCullough Excavation Contract - Emergency Water Line Installation in West Wichita. (District V)
- b. Change Order No. 4 for Duling Construction Contract - Emergency Water Line Installation in West Wichita. (District V)

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

8. 2013 Community Services Block Grant Budget Adjustment.

RECOMMENDED ACTION: Approve the 2013 Community Services Block Grant (CSBG) request for change in scope and budget adjustment and authorize the necessary signatures.

9. 2015 Kansas Department of Transportation (KDOT) Intelligent Transportation System (ITS) Set-Aside Project.

RECOMMENDED ACTION: Approve the 2015 (ITS) Set-Aside Project.

10. Acquisition by Eminent Domain of Tracts Required for the Meridian – McCormick to Pawnee Improvement Project. (District IV)

RECOMMENDED ACTION: Adopt the resolution; place the condemnation ordinance on first reading; and authorize the necessary signatures.

11. Biofilter Odor Control Rehabilitation Project at Plant No. 2. (District III)

RECOMMENDED ACTION: Approve the sole source purchase of Biofilter media from Environmental Process Equipment Company and authorize the Purchasing Manager to issue the purchase order.

12. Contracts and Agreements for September 2014.

RECOMMENDED ACTION: Receive and file.

13. Funding for Water Projects. (Districts I and II)

RECOMMENDED ACTION: Approve the WTP project, approve the new and revised budgets, waive City Council Policy No. 2 regarding the use of project savings, adopt the new and amending resolutions, and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

14. Great Plains Nature Center (GPNC) Memorandum of Agreement Addendum. (District I)

RECOMMENDED ACTION: Approve the Memorandum of Agreement Addendum and authorize the necessary signatures.

15. Lease of City-owned Parking Spaces at Southwest Corner of 3rd Street and Main Street to General Services Administration. (District VI)

RECOMMENDED ACTION: Approve the lease agreement and authorize all necessary signatures.

16. Ordinance Making a Non-Substantial Change to the District Plan for Old Town Cinema District. (District VI)

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

17. Contract Amendment for Paratransit Service Review.

RECOMMENDED ACTION: Approve the amendment to the contract with Robbie Sarles and Associates and authorize the necessary signatures.

18. Improvements to East Kellogg from Cypress to Wiedemann. (District II)

RECOMMENDED ACTION: Approve the supplemental funding and design agreements, approve the revised budget for design and the budget for utility relocation, adopt the resolutions, and authorize all necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

19. Second Reading Ordinances: (First Read October 7, 2014)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

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

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

20. \*VAC2014-00024 - Request to Vacate a Portion of a Platted Front Setback on Property Generally Located Midway Between West Street and Meridian Avenue, South of Pawnee Avenue, on the West Side of Custer Avenue. (District IV)

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

21. \*VAC2014-00025 - Request to Vacate a Portion of a Platted Front Setback on Property Generally Located East of Ridge Road on the South Side of 37th Street North. (District V)

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

22. \*VAC2014-00026 - Request to Vacate Portions of a Platted Utility Easement on Property Generally Located North of 29th Street North, on the West Side of Ohio Avenue. (District VI)

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

23. \*VAC2014-00027 - Request to Vacate a Portion of a Platted Utility Easement on Property Generally Located Midway Between the Little and Big Arkansas Rivers, on the North Side of 16th Street North, Between Salina and Payne Avenues. (District VI)

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

24. \*ZON2014-00021 – Request for a Zone Change from GO General Office to LI Limited Commercial with a Protective Overlay on Property Generally Located North of 10th Street North on the West Side of Topeka Avenue. (District VI)

RECOMMENDED ACTION: Approve the zoning, subject to the provisions of the Protective Overlay, and place the ordinance on first reading (simple majority vote required).

25. \*ZON2014-00023 – Request to Amend Protective Overlay PO #9 to Allow Vehicle Sales on LC Limited Commercial Zoned Property Generally Located North of Pawnee Avenue on the East Side of Seneca Street. (District IV)

RECOMMENDED ACTION: Approve the zoning, subject to the amended provisions of the Protective Overlay, and place the ordinance on first reading (simple majority vote required).

26. \*SUB2014-00028 -- Plat of Life Church Addition located on the Southeast Corner of Central and 127th Street East. (District II)

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

## **II. CONSENT HOUSING AGENDA ITEMS**

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

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

27. \*Veterans Affairs Supportive Housing Grant Application.

RECOMMENDED ACTION: Authorize submission of an application for 30 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

**II. CONSENT AIRPORT AGENDA ITEMS**

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

28. \*LeaseCorp Aviation, LLC - Commercial Hangar Operator Use and Lease Agreement - Wichita Mid-Continent Airport.

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

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** South Central Economic Growth Strategy Collaborative Agreement

**INITIATED BY:** Office of Urban Development

**AGENDA:** New Business

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**Recommendation:** Approve the Collaborative Agreement and place the Ordinance on first reading..

**Background:** Strategic Alliances Resources Network, LLC has been working with Wichita State University (WSU) to develop a proposal to facilitate a community conversation for the creation of a new economic development diversification plan for the greater Wichita region.

**Analysis:** Strategic Alliances Resources Network, LLC (STARNet) was formed by Paul Masson and Keith Gale in California in 1999 to assist companies, communities and universities with technology development, development of innovation alliances and clusters, joint ventures, public/private partnerships, research and development partnerships, university technology park partnerships and industry/university partnerships.

Wichita State University approached STARNet about developing a proposal to assist WSU, the Wichita Metro Chamber of Commerce and the community with the formulation of a new economic development strategy. Over a period of almost ten months STARNet will manage a four phase process that will lead to an integrated economic development strategy that will prioritize how and where to deploy resources. The process will include a comprehensive review of the region's assets and issues, development of a common vision, identification of priorities and engagement of stakeholders committed to strategy implementation.

James Gollub, a contractor with STARNet, presented the proposal at the joint City of Wichita/Sedgwick County meeting on September 23, 2014. The total estimated cost of the project is \$234,929. Funding partners include WSU, Wichita Metro Chamber of Commerce, Greater Wichita Economic Development Coalition, Wichita Downtown Development Corporation, the City of Wichita and Sedgwick County. The City of Wichita is being asked to contribute an amount not to exceed \$42,986. The funding partners will have an agreement with WSU who, in turn, will hold the contract with STARNet.

**Financial Considerations:** Payment for the contractual services will not exceed \$42,986. Funds for this purpose are allocated and will be paid from the Economic Development Fund.

**Legal Considerations:** The Collaborative Agreement and Ordinance have been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the proposed South Central Kansas Economic Growth Strategy Proposal Collaborative Agreement with Wichita State University, place the Ordinance on first reading and and authorize the necessary signatures.

**Attachments:** South Central Kansas Economic Growth Strategy Proposal Collaborative Agreement, Ordinance

**ORDINANCE NO. 49-844 028001**

**AN ORDINANCE AUTHORIZING THE EXECUTION OF THE SOUTH CENTRAL KANSAS ECONOMIC GROWTH STRATEGY PROPOSAL COLLABORATIVE AGREEMENT WITH WICHITA STATE UNIVERSITY.**

**WHEREAS**, the City of Wichita, Kansas (the “City”) is a municipal corporation duly organized and validly existing under the laws of the State of Kansas as a city of the first class; and

**WHEREAS**, Wichita State University has obtained a proposal from StarNet LLC to formulate an Economic Development Strategy to support a regional Jobs Plan for South Central Kansas; and

**WHEREAS**, an opportunity exists for the City of Wichita to support this project by partnering with the Collaborators as identified on Attachment B of the Agreement (which is incorporated and made a part of this agreement as Exhibit A) and providing financing for this purpose; and

**WHEREAS**, the Governing Body of the City of Wichita, as a stakeholder in this plan, finds that this project serves a public purpose of economic development and desires to support this project through approval of the South Central Kansas Economic Growth Strategy Proposal Collaborative Agreement (hereinafter, the “Collaborative Agreement”);

**WHEREAS**, the Governing Body desires to approve the Collaborative Agreement

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

**Section 1. Collaborative Agreement.** Pursuant to the authority granted by Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City of Wichita authorizes the provision of funding in an amount not to exceed \$42,986.00 to Wichita State University for the South Central Economic Growth Strategy Proposal Collaborative Agreement for a public purpose. Under the same authority, the Collaborative Agreement is hereby approved in substantially the form presented to the Governing Body, with such changes as may be approved by the City Attorney. The Mayor is hereby authorized to execute the Collaborative Agreement by and on behalf of the City and the City Clerk is hereby authorized to attest such signature.

**Section 2. Effective Date.** This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City newspaper.

**PASSED** by the Governing Body on October 21, 2014.

---

Carl Brewer, Mayor

(Seal)

ATTEST:

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Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

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Sharon L. Dickgrafe, Interim Director of Law  
and City Attorney

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**SOUTH CENTRAL KANSAS ECONOMIC GROWTH STRATEGY PROPOSAL  
COLLABORATIVE AGREEMENT**

This agreement, by and between WICHITA STATE UNIVERSITY, a state educational institution of Kansas, located at 1845 Fairmount, Wichita, Kansas, 67260-0129 (hereinafter referred to as WSU) and THE CITY OF WICHITA, located at 455 North Main, Wichita, KS 67202 (hereinafter referred to as "CITY").

**WHEREAS**, WSU has been contacted by StarNet, LLC and provided with a proposal entitled "South Central Kansas Economic Growth Strategy", (hereinafter referred to as the "Proposal"), which is hereby incorporated and made a part of this agreement as Attachment A; and

**WHEREAS**, WSU is desirous of engaging CITY to participate as a full collaborator and assist with the completion of tasks and payment of associated costs; and

**WHEREAS**, there are multiple collaborators, as identified by the list, "Collaborators to Proposal", (hereinafter referred to as the "COLLABORATORS"), which is hereby incorporated and made a part of this agreement as Attachment B; and

**WHEREAS**, the parties deem it to be to their mutual benefit and advantage to set forth the terms of their agreement in writing;

**NOW, THEREFORE**, in consideration of the above premises, and the individual and mutual promises of the parties set forth, it is hereby agreed by and between the parties:

**1. Duration:**

This Agreement is effective upon the date of its full execution hereof and shall terminate effective one year after the effective date or upon the date of any one of the following events or conditions, whichever shall first occur, or as provided in Paragraphs 11 and 12 herein:

- (a) Completion of all phases within the Statement of Work;
- (b) Termination of the Professional Services Agreement with StarNet, LLC; or
- (c) Mutual agreement of the Parties to terminate the Agreement.

WSU shall not be liable for any damages claimed or costs incurred by CITY as a result of the expiration or termination of this agreement. This Agreement may be extended by mutual written agreement of the Parties.

**2. Mutual Obligations:**

Each party will exert its best efforts to fulfill roles, as identified by StarNet, LLC in its role as Project Manager. The success of the Proposal as a whole is dependent upon active participation by all Collaborators.

**3. Scope of Work and Proposal Direction:**

CITY agrees to Proposal as presented and further agrees that WSU will serve as project primary point of contact with StarNet, LLC. Participation of the CITY collaborative efforts shall be under the direction of \_\_\_\_\_, who is located at \_\_\_\_\_, \_\_\_\_\_, \_\_ XXXXX-XXXX.

All other matters affecting the terms of this Agreement or the administration thereof, including but not limited to changes in period of performance or cost and reporting requirements shall be referred to:

WSU:  
WSU Ventures  
Attn: Becky Hundley  
1845 Fairmount, Box 129  
Wichita, KS 67260-0129

CITY:  
City of Wichita  
455 N. Main, 13<sup>th</sup> Floor  
Wichita, Ks 67202

**4. Duties of WSU:**

- (a) WSU shall fulfill its role as identified in the Proposal, as well as provide administrative oversight of the StarNet, LLC Professional Services Agreement.
- (b) WSU shall maintain financial records, supporting documents, and other records pertaining to all costs and expenditures incurred under this agreement for a period of three years following the submission of the final expenditure report. If any litigation, claim or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims or audit findings have been resolved.

**5. Nature of Relationship:**

This Agreement shall apply only to matters relating to the Proposal and to no other effort undertaken by WSU or CITY, jointly or separately. The parties to this agreement acknowledge each is an independent contractor and shall not act as an agent for the other; shall not enter into any agreement nor incur any obligations on behalf of the other; nor shall either party be deemed to be an employee of the other for any purpose whatsoever.

**6. Publicity:**

A COLLABORATOR shall not use the name of any other COLLABORATOR or the name of any of its staff on any published information or in any publicity or advertisement, whether with respect to this agreement or any other related matter, without prior written approval of each named COLLABORATOR.

**7. Termination:**

Either party may terminate this Agreement at any time after providing written notice to the other party 30 days prior to the proposed termination date.

**8. Assignment:**

Neither party shall assign or transfer this contract or any interest therein to any party without the written consent of the other party.

**9. Kansas Contractual Provisions Attachment:**

The provisions found in the Contractual Provisions Attachment (form DA-146a), ATTACHMENT C, are hereby incorporated and made a part of this agreement.

**10. City of Wichita Program requirement Attachment:**

The provisions found in the Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirement Statement for Contracts or Agreements, ATTACHMENT D, are hereby incorporated and made a part of this agreement.

**11. Applicable Law:**

This Agreement shall be governed and interpreted under the laws of the State of Kansas.

This document constitutes the entire agreement between WSU and CITY with respect to the Proposal. Any modification of this agreement must be in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and/or authorized same to be executed by their duly authorized representatives as of the date shown below the respective signatures, said Agreement to become effective as of the later date.

**WICHITA STATE UNIVERSITY**

**CITY OF WICHITA**

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John S. Tomblin, PhD  
Vice President, Research & Technology Transfer

Carl Brewer, Mayor  
City of Wichita

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\_\_\_\_\_

Date

Date



Draft: July 2, 2014  
Revised: September 12, 2014

StarNet, LLC Proposal #14-03

**South Central Kansas Economic Growth Strategy**

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Managing Director

A handwritten signature in black ink, appearing to read "Paul Masson", is written over a large, faint watermark of the same signature. The signature is fluid and cursive.

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## Proposal Summary

**Project:** Wichita Economic Development Strategy

**Project Objective:** Support formulation of a Wichita Economic Development Strategy that integrates existing initiatives (e.g. GWEDC and WSU); is supported by the majority of regional stakeholders and can be used to guide policy discussions for use of new City/County revenues for job formation.

**Project Scope:** Provide expertise, analyses and group processes to formulate an Economic Development Strategy to support a regional Jobs Plan

**Project Approach:** Form a joint-project team between StarNet, WSU's economic analyses professionals and Chamber of Commerce personnel, led by StarNet to apply a cluster-based approach to regional economic development. StarNet will be responsible for project management, all methods, all facilitation and on-call expertise. WSU will be responsible for securing and analyzing regional economic data. The Chamber will be responsible for contacts to key stakeholders and working-group meeting logistics.

**StarNet Services:**

- Stakeholder Preparation and Leadership Organization
- Regional Economic Analyses Guidance: Baseline and Benchmark
- Group Facilitation: Common Vision, Values and Strategy
- Group Facilitation of Action Plans: Cluster and Cross-Cutting
- Communications Strategy Advice
- On-Call Expertise

**Phase I** Secure Leadership, Formulate Vision, Public Announcement  
**Phase II** Complete Baseline & Benchmark Analyses  
**Phase III** Organize Industry Cluster and Cross-Cutting Working Groups  
**Phase IV** Create Integrated Strategy from Vision and Work Team Plans, followed by Public Launch

## Tasks

**Preparation- Client and Project Team Meeting, Project Kickoff** (1 week)

**Phase I Secure Leadership, Formulate Vision, Public Announcement** (6-8 weeks)

1. Secure Co-Chairs to Lead Initiative
2. Secure Leadership Group: Stewards, Facilitate Vision Session
3. Appoint Co-Chairs for Working Groups Organized as Economic Clusters
4. Brief Extended Stakeholders, Secure Agreement(s) to Participate
5. Hold Public Event to Announce Initiative

**Phase II Complete Baseline and Benchmark Analysis** (11-12 weeks)

1. Analyze Current Regional Performance- Outcomes
2. Identify and Analyze Clusters-Outputs

3. Analyze Economic Foundations-Inputs
4. Review Analysis with Stewards, Develop Strategic Scenarios
5. Present Analysis and Scenarios to Extended Stakeholders

**Phase III Organize Industry Cluster & Cross-Cutting Working Groups (11-12 weeks)**

1. Build Cluster Working Groups Defined by Industry or Topic (e.g. Innovation)
2. Round 1 Meeting- Identify Challenges Relative to Cluster Needs
3. Round 2 Meeting- Create Action Plans to Address Needs
4. Round 3 Meeting: Create Business Agreements to Implement Actions

**Phase IV Stewards Meetings to Integrate Strategy & Plans, Public Launch (8-9 wks)**

1. Stewards Meeting 1- Identify Cross-Cutting Needs Across Clusters
2. Stewards Meeting 2- Define Target Regional Initiatives
3. Prepare and Integrate Cluster and Regional Partnership Business Plans
4. Integrate Plans into Regional Strategy
5. Launch Strategy

**Estimated Schedule:** Range 37 to 42 weeks (8 and ½ to 9 and ¾ months), average 39

- Prepare** 1 week (5 to 7 days)
- Phase I-** 6 to 8 weeks (1 and ½ to 2 months)
- Phase II-** 11 to 12 weeks (2 and ¾ to 3 months)
- Phase III-** 11 to 12 weeks (2 and ¾ to 3 months)
- Phase IV-** 8 to 9 weeks (2 to 2 and ¼ months)

**Est. StarNet Cost by Phase:** Subject to discussion with WSU economic analysis staff and Wichita Chamber of Commerce re the level of support they require for generating data and organizing meetings

Phase	Labor	Travel & Out-Pocket	Total
<b>Prep Phase</b>	\$ 7,015.00	\$0.00	\$ 7,015.00
<b>Phase 1</b>	\$ 26,050.00	\$ 6,921.00	\$ 32,971.00
<b>Phase 2</b>	\$ 52,025.00	\$ 8,121.00	\$ 60,146.00
<b>Phase 3</b>	\$ 58,675.00	\$ 12,957.00	\$ 71,632.00
<b>Phase 4</b>	\$ 53,700.00	\$ 9,465.00	\$ 63,165.00
<b>Total</b>	<b>\$ 197,465.00</b>	<b>\$ 37,464.00</b>	<b>\$ 234,929.00</b>

**Factors Affecting Cost and Schedule:**

- Leadership commitment (speed of commitment, participation in meetings)
- Personnel commitments from WSU (analysis) and Chamber of Commerce
- Methods and response to meeting invitations (leaders and participants)

**StarNet Personnel:** Paul Masson, (Strategy & Facilitation) Managing Director (StarNet)  
 Jim Gollub, (Economic Development) Associate (JGA)  
 Project Administration-Kristina Simons, (StarNet)

**Organization:** Strategic Alliances Resources Network, LLC (dba StarNet, LLC)  
 870 Market Street #758

San Francisco, CA 94102-2901

**Contact:** Project Manager: Paul Masson  
e-mail: [paul\\_masson@starnetllc.net](mailto:paul_masson@starnetllc.net)  
Contract Administration: Ms. Kristina Simons  
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Ph: 415-433-6412

**Full Proposal:** See attached for background, method, tasks, schedule, deliverables, personnel resumes and qualifications

**Disclosure Statement: Disclosure Statement:** This proposal has been provided exclusively to the City of Wichita Kansas, the County of Sedgwick Kansas, the Wichita Chamber of Commerce and the Wichita State University office of Research and Technology Transfer for evaluation purposes only. While all of the information in this proposal can be found in the public domain, the organization of information, methods and insights has been prepared by, and is the property of StarNet, LLC and James Gollub Associates, LLC. This proposal shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than evaluation by employees or officials of the City of Wichita Kansas, County of Sedgwick Kansas, the Wichita Chamber of Commerce and Wichita State University. This restriction does not limit StarNet's potential client's right to use information contained in this proposal if obtained from another source without restriction nor disclosure of the proposal upon conclusion of the evaluation process as provided for under the State of Kansas Open Records Act (K.S.A. 45-205 et seq).

## Background

The Wichita Kansas metro area is facing an economic transition resulting in job loss due to forces beyond the City's immediate influence. The region is a leader in aviation manufacturing and has large concentrations of firms in the machinery, materials fabrication, energy, HVAC systems and food processing industries. The region's collective economic profile is heavily impacted by the nature of aviation manufacturing, which requires long supply chains capable of designing and fabricating structures that meet precision standards dictated by safety requirements. The result is concentrations of firms whose investments are focused on a tight integration of capabilities (design, fabrication, delivery) to a single market. The unbundled capabilities meet other market needs, but that requires a realignment of physical and human assets.

The global economic recession (2008 to 2010)<sup>1</sup> reduced demand for general aviation equipment concurrent with the adoption of aviation vehicle design and manufacturing methods that increase per-plane value but reduced the number of assembly workers. The reduction in GA equipment demand was for aircraft in categories that have been product lines for two of the three Wichita Metro area general aviation manufacturers.<sup>2</sup> Beechcraft entered a structured bankruptcy that led to elimination of its jet product line but also the reconfiguration of its plants using "Lean Design" principles that increased throughput with thirty percent (30%) fewer workers. Cessna launched new product development plans by leveraging a previous vehicle frame but designing a manufacturing process that assumed increased automation. In both cases, the companies reduced workers with metal fabrication skill sets and sought new workers skilled at controlling automated assembly equipment.

The reduction in aviation manufacturing and supplier jobs has not been offset by increased employment in growth areas of energy, information systems or healthcare. This has left the Metro area leaders with the question of where to invest limited resources to support job formation. The regional economic development organizations have existing programs for recruitment and site selection while special purpose organizations are investing in workforce development. Wichita State University (WSU) is concurrently developing plans for investments to align student education with near-term innovation needs of major industrial sectors in an Innovation Campus. The WSU plan could be enhanced by concurrent development of an economic development zone close to the campus. These concepts have been presented to the City and County managers. The combination of existing initiatives and WSU's innovation driven plans will result in job formation, but raises the question of how to coordinate the initiatives to optimize investment and avoid duplication.

The Wichita City Manager's office has stated the need for an integrated economic growth strategy to prioritize investments of the region's limited resources. Such a strategy must leverage existing initiatives, build on recent regional leadership Jobs Plan meetings and engage key stakeholders to assure strategic implementation.

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<sup>1</sup> [\*World Economic Outlook, April 2012\*](#). Washington, D.C.: [International Monetary Fund](#). April 2012. pp. 38; etc. ISBN 978-1-61635-246-2. Retrieved 24 June, 2014

<sup>2</sup> [\*Aviation Cluster Must Innovate, Globalize, Train, says Study\*](#), Molly McMillan, Wichita, KS, Wichita Eagle, June 21, 2014, Retrieved 24 June, 2014

StarNet is offering this proposal for expertise and services to support the formulation of a regional economic development strategy to meet these needs.

## Objectives

There are four objectives for StarNet's proposed service support:

- Strategic Direction and Diversification- Support the formulation of a Wichita Economic Diversification Strategy for enterprise formation, expansion and attraction that is supported by a majority of the regional stakeholders and can be used to guide policy discussions for use of new City/County revenues for job formation.
- Action Commitments for Development- Facilitate agreements on action commitments to implement the diversification strategy
- Strategy Implementation: Action Groups and Partnerships- Facilitate the formation or transition of working groups and partnerships to carry out the action commitments
- Transfer Knowledge- Transfer understanding of cluster-based, regional economic development to managers responsible for strategy implementation.

## Scope

The scope of StarNet's role and services will be focused on: providing expertise, analyses and group processes to formulate a Wichita Economic Diversification Strategy to support a regional jobs plan. The specific services that derive from this scope will include:

- Stakeholder Preparation and Leadership Engagement
- Regional Economic Baseline and Benchmark Analysis Methods
- Group Facilitation: Common Vision, Values and Strategy
- Group Facilitation of Implementation Plans: Cross-Cutting and Targeted
- Communications Strategy Advice
- On-Call Expertise

A variety of other economic development strategy and implementation issues may arise during the engagement but are outside the proposed scope of services provided by StarNet personnel including a) providing staffing for the baseline and benchmark analyses, b) arranging for meeting logistics and invitations, c) recruiting new stakeholders beyond those currently engaged via the Chamber of Commerce d) facilitating meetings between local and State level officials e) undertaking primary research regarding potential "recruitment" or "retention" targets that may be revealed by the cluster analyses and f) creation of public communications program content.

## Project Approach

StarNet proposes to form a "joint-project-team" with Wichita Chamber of Commerce (WCoC) and WSU personnel to implement the Methods and Tasks described below. The joint-project team roles would be:

- StarNet: Primary role for project management, economic strategy analysis and development expertise, stakeholder mapping, and meeting design/facilitation to regional agreement on strategy and implementation. This role includes guidance of other team members regarding the understanding and application of strategic economic

development methods, data identification and analysis, stakeholder mapping, group facilitation, and compilation of final working group plans and recommendations.

- WSU: Primary source to obtain and carry out analyses of requisite data sources for the baseline and benchmark analysis of overall regional economic performance, industry structure and position and key economic input with guidance from the project managers. WSU team member(s) participate in the project management meetings to learn methods and coordinate actions.
- Wichita Chamber of Commerce (WCoC): Primary source for supplying company contacts for interviews, confirming interview arrangements and arranging for meeting invitations and logistics for facilitated sessions. WCoC team members participate in the project management meetings to learn methods and coordinate actions.

This approach is intended to assure that the economic development strategy methods are transferred to the local professionals who leverage relationships with existing groups (e.g. Leadership Council) to maximize stakeholder contacts and meeting participation. The outcome will be local, professional team with knowledge to implement the Jobs Plan Strategy without further StarNet engagement while concurrently minimizing project expenses associated with data analysis and meeting logistics.

## Methods

Our team views the tasks and deliverables as requiring two distinct but interrelated methods.

1. **Economic Development Strategies**<sup>3</sup>- Economic growth occurs when there is an alignment in economic inputs needed for enterprise formation, expansion and attraction—whether private or public—often known as a “vital cycle”. This coordination approach focuses on first understanding the competitive needs of specific industries—whether existing or emerging—and the delivery of advantages in their specific input needs. Essentially, helping markets work by using existing resources in new ways. This effectively enables diversification through faster enterprise formation, stronger industry expansion, and new industry attraction retention, recruitment and new business formation. Achieving these outcomes is based on applying four principles:
  - **Coordinate across the “region” to achieve a high performing economy:** The global marketplace is now divided into metropolitan regions that compete against each other. National economies are only the sum of their regions. National and state policies only set the stage for what regions can do. Moreover, economies don’t stop at municipal or county boundaries; they go where their residents drive to work—the “comutershed”.

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<sup>3</sup> James Gollub of JGA LLC is an early developer of the cluster-based economic development method . Separately from having completed strategies for regions from Austin, TX and Silicon Valley to Bangalore, India and Hong Kong, Gollub has previously completed nationwide analysis of regional clusters and competitive capacity for the US Economic Development Administration ("America's Clusters") and developed a guidebook for practitioners on cluster-based strategy for EDA titled "Cluster-based Economic Development: A Key to Regional Competitiveness".

- **Organize across multiple industry groups called “clusters”:** Regional economies are driven by their industrial “engines”—*clusters*—multi-layer groups of related firms, suppliers and supporting input institutions (education, investors, utilities, infrastructure, regulators) that export out of the region to bring in net new revenue. A high performing region has a diverse portfolio of clusters each at different stages of growth that produce diverse job opportunities and investment that, in turn, create “ripple” effects driving local serving businesses.
  - **Compete through creating economic input advantage:** Clusters only form, expand or are attracted when there are distinctive advantages in the economic inputs on which they depend. For each cluster these inputs take different combinations of workforce, innovation, capital, logistics, resources, marketing, governance (industry and government regulation, as well as taxation and administration) and quality of life. The advantages each cluster needs may also change over time. High performing regions deliver these advantages in ways that go beyond conventional economic development programs—they invest in creating new advantages and change existing ones over time. And they all started building advantages some time back. This does not take place overnight, though changes can happen quickly, once the process is fully engaged.
  - **Collaborate regionally to compete globally:** Markets are about collaboration between output engines (industries and their demands *and* inputs (public and private institutions that supply what industries use). In high performing regions industries *and* institutions align with each other dynamically to grow and compete— -- --- institutions working alongside industries in the global marketplace. These economic partnerships “convene the marketplace” to enable and accelerate change. When this happens there is a positive economic feedback loop that grows: advantages attract industry investment and expenditure leading to further improvement in inputs by public and private sources—a “vital cycle”, not a vicious circle.
2. **Facilitation for Strategic Alignment-** There are different ways to facilitate discussion to reach strategic agreement among individuals that see one-another with distinct experiences leading to conflicting interests and philosophies. Successful facilitation for strategic alignment across organizations, requires methods based on a few key principles:
- **Be User/Market Driven-** Public and private strategic coordination must always be focused on meeting “user needs”. For economic development, this means convening the marketplace to identify the common needs of a portfolio of industry clusters, all of which are focused on “market needs”. This focus generates criteria for selecting investments that support the growth of companies to meet market needs, thereby driving the need for additional employment.

- **Use Objective Information for Group Wisdom-** Strategic decisions are most effectively made by the “collective wisdom” of the stakeholders that have been informed by objective information.<sup>4</sup>
- **Generate Alternative Strategic Scenarios: Select the Best-** A well facilitated, strategic alignment approach will identify multiple (generally three) strategic scenarios that identify different combinations of resources used to meet objectives. The scenarios represent different alternatives. The decision-makers use group wisdom to generate criteria to objectively rank the criteria, based on the objective information provided for their discussions.

StarNet will use the Decision Analysis (DA) method of strategic decision-making to guide the integration of the analysis and facilitated meeting decisions. This approach applies a set of “value criteria”, generated by stakeholders, to choose among decision options to maximize return to the collective stakeholders. This approach is a “group process” of stakeholders that are guided through a series of steps leading to a collective decision. This type of decision-making has proven to be more effective than using ideological criteria or relying on specific recommendations generated external content experts (i.e. what is the right strategy).

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<sup>4</sup> James Surowiecki, [The Wisdom of Crowds](#), Anchor Books, New York, New York, 2004

## Statement of Work: Tasks

### Project Preparation

#### Project Team Organization

The project begins with a meeting of the client liaison and project team to review the project methods, tasks, schedule, reports and online project management reporting system. The objective is to answer questions about the methods and linkages to tasking sequence. The outcome is an allocation of tasks by schedule and protocol for project coordination among the team members.

### Phase I Secure Leadership, Formulate Vision, Public Announcement

The Phase I objective is to formulate a vision, within 45 to 60 days, for Wichita leaders to use that will set the stage for key decisions, such as the upcoming 1% ballot measure. The vision will define priority development directions for diversification through enhanced competitiveness of existing industry clusters and for accelerated development of emerging clusters.

#### 1. Leadership, Vision, Announcement

1.1. **Secure Co- chairs to Lead Initiative:** This regional initiative begins with the designation of at least two or more high level, objective, economic leaders agreeing to co--chair the on--going initiative. The co-chairs are often effective when chosen from an existing regional development group. The co-chairs will anchor, host and convene the major steps in the strategy process. The co-chairs are chosen to ensure high level, non- political, commitment from across key “corners” of the region. These co- chairs are expected to anchor and reinforce the participation of other participants, particularly the Leadership group (see below) and cluster co-chairs (see below). The consultants will provide a “job description” with time requirements for the co- chairs for use.

1.2. **Secure Leadership Group: Stewards”:** With the consultant’s guidance, the initiative co- chairs, will organize a “leadership” group of economic stakeholders to oversee the regional strategy development. As with the co-chairs, it is often most effective to draw these leaders from an existing group. The consultants will facilitate the leadership group through a process to generate a vision for the region’s future economic state. The leadership group acts as “stewards” of the overall process with a “macro view” of the region, not narrow interests. The leadership group is like a board, but they must commit to advocating for the collaborative regional competitiveness strategy process at all levels and each stage. The number of “stewards” may be between ten and twenty-five. There are no limits in size, but inclusion of leaders and economic input institutions from across the region may merit building a good-sized group. Commitment is crucial, and appointment to the leadership group is not casual and participants, even if executives of major entities, must commit to participating in (at least) the three rounds of cluster

co- chair meetings with other leaders, and ideally attend the three regional events.

- 1.3. **Appoint Co-Chairs for Working Groups Organized as Clusters:** A key to organizing the collaborative strategy process is to build individual economic cluster groups. The list of potential clusters will be identified from the region's previous cluster analyses (e.g. GWEDC or CEDS) and input from the leadership group. To help anchor these new groups the consultants recommend that the initiative co- chairs and "stewards" nominate at least two interim, cluster co-chairs for each cluster. As the existing or new clusters to be organized will not be formally defined until after the start of this initiative, appointing cluster co-chairs will lag the formation of the stewards group. However, these candidates will be needed as soon as the clusters are identified in the next phase of work. Ideally, these candidates will be individuals who believe that there is a good reason to bring together members of their industry and their industry input institutions into a collaborative strategy process. As co-chairs of each cluster these individuals will help identify counterpart companies to invite to the clusters as well as key suppliers and economic input institutions. Once the clusters working groups are formed the co- chairs will co-host three rounds of collaborative strategy, facilitated by the consultants.
- 1.4. **Hold Stakeholder Briefings, Secure Agreement(s) to Participate-** The consultants will provide deeper content and context to familiarize and ready regional stakeholders to participate in this regional initiative. The consultants will coordinate with WCOC and partners to identify key organizations from across the private and public sectors that should participate initiative. Then the consultants will conduct hands- on briefings with selected groups with the goal being to have organizations agree to a "compact on collaboration" (e.g., to actively participate, encourage their members to participate). These briefings typically involve meetings for associations, councils, agencies, industries, utilities and other groups who need to be involved in the initiative. There may often be five to ten briefing sessions, as required.
- 1.5. **Hold Public Event to Announce:** Convene a regional open forum to present the reasons for this regional economic strategy and introduce the leadership (co-chairs and "stewards") to engage a broader set of stakeholders in the community to set the strategy formulation process in motion. This meeting is designed to communicate that this new initiative is not something ever done before and that it will change how the region works together for the future so your region can compete globally, on a continuing basis, not leaving our destiny to others. Press kits and press briefings are typically part of this activity.

## **Phase II Complete Baseline and Benchmark Analysis**

Economic development strategy decision- making must be informed by objective information. For this reason, three focused assessments are generated to help guide the collaborative strategy process that follows the leadership organization phase. Each analysis helps clarify where the regional economy stands today, how it has performed in

the past relative to competing regions, and sets the stage for a regional performance tracking system that be used to monitor the economy moving forward.

## 2. Complete Analyses

2.1. **Analyze Current Regional Performance (Outcomes):** This analysis measures the performance outcomes that all citizens and leaders care about. These measures are the “end results” of the region’s ongoing economic policies and practices. To generate this analysis the project team will review existing outcome indicators to use as a performance baseline based on the past five (or ten) years performance outcomes, including:

- **Prosperity:** Household and per capita income, wages, GRP and fairness (or disparity) by ethnicity, age, geography relative to national average.
- **Sustainability:** Levels of air and water quality, power, and waste relative to job and wage growth.
- **Quality of Life:** Home ownership rates, health epidemiology, security (crime rates), and cultural distinction relative to national average.

2.2. **Identify and Analyze Clusters: Industry Engines (Output- side):** This analysis identifies and measures the industry engines that power the economic performance of the region. The focus here is on existing and emerging industry clusters—not all segments of the economy. Clusters are the engines of the economy, even though they typically represent no more than about 25% of total employment. The reason clusters are so important is that, as “engines” they generate primary, induced and indirect employment by producing goods and services that are “exported” outside of the metropolitan area (e.g., they are traded services). They bring in net new dollars to the economy. All local serving businesses are driven by the incomes of those who work in clusters. To complete this analysis the project team will conduct benchmark appraisal of each industry cluster in your regional economic portfolio to competitor regions.

In order for the project team to identify the region’s economic engines we will use the new US EDA on line cluster data base, or, if need be general Bureau of Labor Statistics (BLS) data, and then apply a proprietary industry assessment tool (NETS) which must be purchased for project use. By using these data, and our experience in analyzing what the data suggests, we can provide important characterization of how actual or emerging clusters have been performing. We will be able to show: formation and survival, their age, their growth or decline, and their moves in or out and their ownership structure.

From this analysis, the project team will identify at least two to three clusters relevant to future regional growth and we will use that as the baseline of the cluster development process and engagement. The project team will confirm the analysis through interviews of both companies and associations connected with the cluster. We generally will interview five companies per cluster.

National competitiveness trends for existing and emerging clusters will be based on available public data and strategically purchased proprietary market studies, as deemed necessary or appropriate.

2.3. **Analyze Economic Foundations (*Input- side*):** A shortcoming of previous economic development is that it was confined to narrow categories of activity to enable diversity or growth: for example, infrastructure investment and workforce development. The economy, however, is made competitive by the alignment of all foundational economic inputs to create advantages for output producing enterprises. High performing regions typically coordinate and adapt the investments into their inputs, such as education, innovation, capital, logistics, resources and other factors to offer well timed advantages to a portfolio of industries, which in turn, leads those industries to form, expand or attract in the region. To generate this analysis, the project team anticipates conducting benchmark appraisal of your region's economic input advantages to selected competitors, focusing on key indicators corresponding with industry site location and market growth. Not all indices may be needed for the strategy, but examining measures as inputs and outputs relative to overall industry or specific industries is important to informing strategy discussions.

Within the limits of available, comparative, data and direct inquiry, time and budget for data sources and labor, the assessment will include regional systems for delivery of these illustrative inputs and outputs:

- **Innovation:** discover, develop, deploy.
  - Inputs
    - Science expenditures by selected field
    - Commercialization programs (private or public)
    - Enterprise growth support (incubators/accelerators)
  - Outputs
    - Science publications, citation frequency and patents in selected fields
    - Licenses and start-ups by selected field
    - Enterprise formation and growth rates
- **Workforce:** prepare, advance, renew.
  - Inputs
    - K-12 graduate rates
    - College and university graduates by discipline (totals)
    - Corporate, community college and university retraining programs
  - Outputs
    - Occupational composition and LQ by selected field
    - Unemployment by occupation
    - Position availability by occupation

- **Capital:** initiate, expand, restructure
  - Inputs
    - Angel, seed or pre--- venture capital fund amounts/sources
    - Venture capital fund amounts/sources
    - Commercial lending capacity/sources
  - Outputs
    - Start--- ups and Angel placements
    - New enterprise and venture placements
    - Commercial loans, joint ventures or acquisitions
- **Logistics:** mobility, communications, transmission
  - Inputs
    - Highways, rail and air transportation infrastructure/services, plus 3PL
    - Bandwidth and related wire and wireless telecom infrastructure
    - Power and energy transmission infrastructure
  - Outputs
    - Transit time to major markets
    - Bandwidth accessibility
    - Net transmission capacity
- **Resources:** power, water, waste
  - Inputs
    - Power generation (by mode)
    - Water capacity
    - Waste disposal capacity (including recovery services)
  - Outputs
    - Energy costs (industry, commercial)
    - Water costs
    - Waste disposal costs
- **Quality of Life:** housing, health, recreation
  - Inputs
    - Housing (homes and apartments) growth rate by price range
    - Health insurance costs and service availability (hospitals and clinics)
    - Recreational amenities (parkland, stadium, conference centers, theme parks, sports teams, symphonies, clubs, theatres, entertainment districts, programs and events)
  - Outputs
    - Percent home owners, loan expenditures and rents as percent of income
    - Epidemiology of children, adult and older adult diseases and disorders

- Visitors and community participation rates
- **Governance:** taxation, regulation, administration
  - Inputs
    - Per employ composite state and local tax expenditures
    - Regulatory complexity (land, building, operations)
    - Government total quality assurance programs
  - Outputs
    - Return on taxation (per employee tax expenditures relative to public performance measures, such as schools, roads, etc.)
    - Average permit processing time (zoning changes, building permits, environmental permits)
    - Corporate satisfaction and moves in or out of community

#### 2.4. Review Analysis with Stewards, Develop Strategic Scenarios

The baseline and benchmark analysis of overall Wichita performance, industry drivers and economic input advantages provides the basis for the leadership group's first discussion of possible strategies scenarios to achieve the regional goals.

2.4.1. **Brief Stewards on Results of Baseline Analyses-** The project team will prepare a report and presentation integrating the three analyses that will serve as the baseline document for discussion of alternative strategic directions.

2.4.2. **Facilitate Stewards Generation of Alternative Strategic Scenarios-** The consultants will facilitate a strategic discussion session of the leadership group. The outcome will be alternative scenarios of strategic directions as input for working groups.

#### 2.5. Review Results and Alternative Strategic Scenarios with Extended Stakeholders

Economic performance and what drives it should not be a mystery to the community and region. The project team will prepare a succinct report and presentation integrating the three analyses plus the strategic directions that will serve as the baseline document for the validation, action development and implementation planning phase of this competitiveness strategy initiative. When this information is prepared it can be shared with an open or invitation only forum to further inform and engage stakeholders. Further, brief releases and press briefings can be held, as agreed to, using this baseline to set the stage for the next phase of the strategy the cluster "working group" formations and action plan development.

#### Phase III Organize Industry Cluster and Cross-Cutting Working Groups

The third phase of this economic development strategy will build the actual competitiveness and jobs strategy action and commitments to implementation. The project will call meetings of key clusters (producers, suppliers and economic input institutions) to brief them on the baseline analyses and strategic scenarios. Each cluster will then define their shared challenges and agreed upon priority actions that will comprise their respective competitiveness strategy.

### 3. Build Working Groups

3.1. **Build Cluster Working Groups:** The project team will work with co-sponsoring partners and the two interim industry cluster co- chairs (appointed by Leadership group) to organize a collaborative working group for each of the priority regional clusters (typically about five to seven).

- **Cluster Co-chairs:** Stewards will appoint two interim co- chairs to help convene each cluster group. The interim co- chairs of each cluster group can be confirmed or replaced by representatives from the cluster group during the first round of meetings.
- **Group Composition:** The participants in each cluster-working group will comprise producers, suppliers and key economic input institutions (workforce, innovation, capital, logistics, resources, governance, marketing, etc.).
- **Invitation Package:** The project team will provide an invitation letter and “job description” for use with cluster participants outlining responsibilities and time commitments (usually nine to twelve hours total over the project time frame).
- **Confirming Participants:** Organizing each cluster group requires diligent outreach and invitation confirmation by regional project partners. This means that, with the consultants help, WCOC needs to generate lists of companies and institutions, prepare and send invitations, carry out follow- up, achieve confirmation, and sustain participation through e- mail throughout the initiative.
- **Web Communications:** A webpage within a broader regional competitiveness website will enable continuing communications with cluster participants during the strategy process.

3.2. **Round 1 Meeting: Identify Challenges: Priority problems on which clusters are willing to work together:** The objective of this first three-hour round is to get stakeholders from each cluster to define and confirm *shared* cluster competitiveness challenges (problems).

- a. **Welcome:** At a designated meeting location (often a conference center, but can be any agreed upon location) participants in each cluster will first be welcomed by their cluster co--- chairs who will outline the cluster strategy process, mission and objectives.
- b. **Baseline:** The consultants present a 15minute review of the competitiveness diagnosis *prepared* earlier. Participants may comment on these findings as preparation for the next step.
- c. **Challenge Roundtable:** Then, participants will be facilitated in a carefully structured roundtable process during which they will identify specific competitiveness challenges that they face, whether in enterprise formation, expansion and attraction. Participants can only mention problems on which they are willing to work on with others. These

challenges will typically include specific issues pertaining to: workforce, innovation, capital, logistics, resources, marketing, governance and quality of life. Typically 25 to 35 competitiveness challenges are identified and documented on flip-charts.

- d. **Prioritization:** The last step of this session is for the participants to prioritize the challenges. A voting process does this. The results are usually five to seven strategic priorities.
- e. **Review of Next Steps:** The session concludes with review of challenges and outline of session two.

**Outcome:** This first session defines priority challenges that participants agree must be addressed by companies, suppliers and key input institutions (such as community colleges, universities, investors, utilities, etc.). This creates a demand-side focused set of needs that includes supply- side realities (where normally industries don't talk with input providers on a systematic basis). The participants are helped to prioritize challenges on which to work in the next round. Once a cluster organization is in place as a formal entity they can identify new or changing problems on an ongoing basis.

**3.3. Round 2 Meeting: Creation Action Plans: Priority initiatives on which clusters are ready to collaborate:** In this three-hour round of work consultants will work with each cluster to help them define the specific collaborative initiatives that can overcome the priority challenges. This process takes the following steps:

- a. **Welcome:** The cluster co- chair welcomes participants (who all have signed in) and reviews the agenda.
- b. **Point of Departure:** The consultants briefly review the priority challenges developed in round one.
- c. **Action Options:** Then, the consultants present brief examples of actions deployed to address similar challenges elsewhere, based on their cluster experience and knowledge base.
- d. **Roundtable:** Consultants facilitate a carefully structured roundtable process during which a range of potential actions on each of the priority challenges takes place. There may be three to four actions options proposed for each of the five to seven challenges.
- e. **Prioritization:** These actions are reviewed and voted on. As part of this participants must agree to join at least one action team. These teams will develop the action--- business plans and MOUs in round three.

**Outcome:** This second session will generate typically five to seven priority actions on which specific members of each cluster are willing to work together. The results of the round two session are either e- mailed to participants or are posted to their cluster group's webpage on the initiative website.

**3.4. Round 3—Create Business Agreements:** In this third three to four--- hour round of work the consultants will work with each cluster to prepare brief action business

plans that will specify agreements for each priority cluster actions.  
The sessions steps are as follows:

- a. **Welcome:** The cluster co--- chairs welcome cluster participants to this crucial meeting and review the agenda.
- b. **Review of MOU Process:** The consultants introduce and provide a simple template for preparing the action--- business plan and the MOU. The participants will have already signed up to work on a specific action during round two.
- c. **Breakout in Action Teams:** Cluster participants will break into facilitated action teams to prepare their action business plans and MOUs. This activity is about taking engaged, committed companies and institutions and having them focus on explicit steps that participants agreed to fulfill. Only actions agreements that have committed partners will be accepted. Each action teams will have technical and management support from the consultants. During their break out session they will draft the mission, objectives, structure, roles and responsibilities, resources and timing that will be deployed in their collaborative action as part of the cluster strategy.
- d. **Feedback Session:** When each action team has completed their rough draft, usually within 90 minutes, they will present their initial plans and agreements to their cluster peers and receive feedback (that is tracked by the consultants).
- e. **Review Strategy Elements:** Along--- side the cluster co--- chairs, the consultants will review and confirm the components of their cluster strategy (baseline, challenges, actions and action business plans) and discuss steps to completion.
- f. **Cluster Vision—Return on Solution:** To complete this important third session, the consultants facilitate a roundtable session that defines what we call the cluster’s “return on solution”. That is, the cluster participants are asked to review the challenges and actions on which they have committed to work and now describe their “vision” of how the cluster will look, economically, three to five years out based on the impacts of the actions that will be carried out. In this discussion stakeholders will briefly describe the expected impacts of the incremental changes to their cluster in terms of its employment, revenue, structure and dynamics.

**Outcome:** This third session will generate three to six tangible collaborative action MOUs to enhance each cluster’s competitiveness, plus the return on solution for carrying the strategy out. These MOUs or agreements are the core element of each cluster strategy. The MOUs are either e--- mailed to cluster group participants or are posted to their group’s webpage on the initiative website.

#### **Phase IV Create Integrated Strategy from Vision & Work Teams, Public Launch**

The final work phase is about integrating critical elements of the regional economic development strategy into action commitments for launch. To this point the strategy process has focused on building the clusters and shaping collaborative strategies and

commitments to action. Now, in the integration phase the objective is to achieve agreement on *two* sets of decisions essential to enabling implementation and continuous progress on improving all elements of regional economic performance. The first decisions define region-wide initiatives upon which industry and institutions can work together to improve the core economic advantages of the region. The second decision defines how to support implementation of both cluster initiatives and broader region- wide initiatives.

#### 4. Integrate Strategy and Plans

4.1. **Stewards Meeting: Identify Cross-cutting Challenges:** Cluster co- chairs report their challenges to “stewards” at the first leadership group meeting and are facilitated by the consultants to work together to identify shared competitiveness challenges that reach across clusters. The consultants, having done this before, will help participants recognize shared opportunities on which to act regionally. The outcome will be cross- cutting regional competitiveness challenges (for “rising tide solutions”). These results are prepared and either e-mailed to the stewards group and/or posted to the internal stewardship group webpage for the initiative.

4.2. **Stewards Meeting 2: Define Target Regional Initiatives:** Cluster co- chairs and “stewards” identify, review and select priority cross-cutting, action initiatives on which to collaborate across clusters and institutions. Cluster co- chairs will be invited to bring the action team MOU leaders from their actions to this meeting to provide more hands- on insights into priority actions. As noted, these cross-cutting initiatives can take the form of “Legacy Initiatives” to overcome past problems, “New Initiatives” to energize new development or “Sustaining Initiatives” to enhance energy, water, waste and related social equity objectives. The outcome will be agreements to collaborate on planning and implementing strategic regional initiatives focused on innovation, workforce, capital, logistics, resources, marketing, quality of life, governance. These “cross-cutting” initiatives are often technically or politically more complex than individual cluster initiatives and can also lever state, federal, international and investor resources. The draft proposals and commitments from this session are tracked and either e-mailed to stewards and cluster co-chairs or posted to the stewardship group webpage.

4.3. **Prepare and Integrate Cluster and Regional Partnership Business Plans:** Cluster group co- chairs, members, regional input provider representatives and “stewards” are facilitated to achieve two objectives:

- **Cluster Organization Business Plans-Readying Cluster Groups:** Cluster members (for key clusters) and their co- chairs will be guided through a process of defining the mission, structure and operations of new cluster organizations based on what they have learned about cluster dynamics. These organizational business plans will emphasize sustaining ongoing collaboration between cluster members who are producers, suppliers and key economic input institutions (education, finance, innovation, logistics, resources, marketing) so that, unlike

industry trade associations, each cluster can serve as an action focused, continuous improvement focused competitiveness group (and not a lobby).

- **Regional Partnership Objectives Enabling “Convening the Market”**: The consultants will guide the Stewards, cluster co- chairs and institution representatives through the process of collaboratively defining the overall mission, structure and operations for a new or enhanced partnership mechanism. This set of agreements will be the baseline for further crafting a detailed business plan to guide and manage implementation of specific cluster organizations, collaborative competitiveness actions and cross- cutting initiatives, as well as track results (providing ongoing indicators of competitive performance for the region). The outcome of this process will be the broad parameters for a new regional partnership entity for which a formal business plan can subsequently be undertaken, with oversight from regional “stewards”.

**4.4. Integrate Plans Into Regional Strategy**: Integrate all building blocks into a formal regional economic development strategy and implementation management plan that includes the overall regional partnership and component cluster organizations. The following *illustrates* the outline of what might be included in the action--- focused regional strategy:

- Goal: Building a High Performing Region
- Baseline: Where We Are Today—A Benchmark View
  - i. Our Overall Performance
  - ii. Industry Competitiveness: Cluster Positions and Potential
  - iii. Economic Input Advantage: Status of Key Building Blocks
- Cluster Strategies: Regional Economic Engines
  - i. Cluster A: Position, Challenges, Priority Actions, Collaborative MOUs
  - ii. Cluster B
  - iii. Cluster C
- Regional Flagship Initiatives: Major “Wave” Commitments
  - i. Workforce Partnership
  - ii. Innovation Partnership
  - iii. Capital Partnership
  - iv. Logistics Partnership
- Implementing the Future: A New Regional Partnership
  - i. Mission: Convene the Marketplace for Continuing Solutions
  - ii. Structure: Output Engines and Input Building Blocks
  - iii. Operations: Manage Cluster Actions, Flagships, Tracking, New Initiatives

Based on the strategy PowerPoint presentations for leadership use will be prepared. This will include providing the specifications for a Regional Competitiveness Tracking System that can be used on an ongoing basis to track progress of the regional cluster portfolio and the responsiveness and performance of critical economic inputs.

4.5. **Public Launch Event:** Plan and host regional event at which the “stewardship” group, cluster co--- chairs and economic input institutions present the regional competitiveness strategy, outline new collaborative partnership structure and confirm commitments to implementation steps. The content and presentations will be posted to a Regional Competitiveness Strategy website. Print, television and radio and web representatives will be invited to the event. Briefings to press will be planned to consistently communicate the achievements of the collaborative regional strategy process, and, set the stage for launching implementation.

**Statement of Work: Schedule, Deliverables and Cost**

The project is estimated to take thirty-nine elapsed weeks (estimated 9 ¾ months) including holiday breaks. The assumed project start date is the second or third week of July 2014 at the earliest or first week of September 2014 at the latest. This range is based on the assumption that it may not be possible to schedule regional leader meetings in August due to traditional, summer vacation schedules.

**Project Preparation**

The project preparation takes place during the first week of work. The timing and delivery is subject to the availability of at least one team member from WSU and WCOC to meet with the two StarNet personnel.

	<b>Task</b>	<b>Schedule</b>	<b>Deliverable/Outcome</b>
	Project Team Organize	Week 1 of 39	Roles, responsibilities & task assignments

**Phase I Secure Leadership, Formulate Vision, Public Announcement**

<b>Task#</b>	<b>Tasks</b>	<b>Max Schedule</b>	<b>Deliverable/Outcome</b>
1.1	Co-Leaders	Week 2 of 39	Co-Chair Selection
1.2	Leadership Group	Week 3 of 39	Leadership Group Formation
1.3	Co-Clusters Chairs	Week 4 of 39	Cluster Chairs Selection
1.4	Stakeholder Briefings	Week 6 of 39	Briefing to Extended Stakeholders
1.5	Public Launch	Week 8 of 39	Public Launch Event

**Phase II- Complete Baseline & Benchmark Analyses**

<b>Task#</b>	<b>Tasks</b>	<b>Max Schedule</b>	<b>Deliverable/Outcome</b>
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2.1	Regional Performance Analysis	Week 6 of 39	PowerPoint Report on Competitive Position
2.2	Industry Engines Analysis	Week 10 of 39	PowerPoint Report on Cluster Positions, Select Clusters
2.3	Economic Foundations Analysis	Week 12 of 39	PowerPoint Report on Economic Input Needs (?)
2.4.1	Integrated Analysis Discussion	Week 14 of 39	Briefing on Integrated Analysis and Facilitated Discussion
2.4.2	Alternative Strategy Discussion	Week 17 of 39	Facilitated Discussion to Develop Alternative Strategies
2.5	Baseline & Strategy Meeting w/Stakeholders	Week 19 of 39	Briefing to Extended Stakeholders

### Phase III Organize Industry Cluster and Cross-Cutting Working Groups

Task#	Tasks	Max Schedule	Deliverable/Outcome
3.1	Build Cluster Groups	Week 21 of 39	Cluster Leaders and Members
3.2	Identify Challenges	Week 22 of 39	Agreement on Growth Challenges by Cluster-Report
3.3	Prioritize Actions	Week 24 of 39	Agreement for Prioritized Actions by Cluster-Report
3.4	Create Action Agreements	Week 26 of 39	MOU/Agreements to Implement Actions by Cluster

### Phase IV Create Integrated Strategy from Vision & Work Teams, Public Launch

Task#	Tasks	Max Schedule	Deliverable/Outcome
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4.1	Identify Cross-Cutting Challenges	Week 28 of 39	Agreement of Common Challenges Across Clusters-Report
4.2	Decide on Regional Target Initiatives	Week 31 of 39	Agreements for Common Investments Across Clusters
4.3	Prepare and Integrate Cluster and Regional Partnership Business Plans	Week 33 of 39	Agreement on Regional Partnership Organization for Clusters
4.4	Integrate Cluster Plans into Regional Economic Development Strategy	Week 36 of 39	Integrated Plan for Economic Development-Jobs Plan Strategy
4.5	Implementation Launch Event	Week 39 of 39	Public Launch Event

## Cost Proposal

StarNet offers a firm-fixed price for Professional Labor and an estimated Out-of-Pocket expense price not to be exceeded without WSU authorization.

<b>Professional Labor</b>	<u>Days</u>	<u>RATE</u>	<u>TOTAL</u>
SME-Strategy, Facilitation, Innovation	87.10	\$ 1066.75	\$ 92,924.00
SME-Economic Development	98.00	\$1066.75	\$104,541.00
Research Analyst	0.00	\$0.00	\$ 00.00
<b>Total Direct Labor</b>			<b>\$ 197,465.00</b>
<b>Purchased Research</b>	<u>Units</u>		
Description	N/A		\$ 0.00
Description	N/A		\$ 0.00
<b>Total Purchased Research</b>			
<b>Travel and Out of Pocket (Estimated)</b>	<u>Units</u>		
RT Air Travel SF to ICT	28	\$ 600.00	\$ 16,800.00
Lodging+ Local Taxes	82	\$ 152.00	\$ 12464.00
Automobile	82	\$50.00	\$ 4100.00
Meals-Per Diem	82	\$ 50.00	\$ 4100.00
Other			
<b>Total Travel &amp; Out-of-Pocket</b>			<b>\$ 37,464.00</b>
<b>TOTAL ESTIMATED PRICE</b>			<b><u>\$ 234,929.00</u></b>

## Invoicing and Payment

StarNet will accrue and bill costs on a monthly basis. Invoices will be formatted to disclose total contract amount, accrued expenses to date, the amount charged in the relevant billing period and the contract balance.

StarNet's invoices will require payment within thirty calendar days of receipt.

## **Management and Staffing**

StarNet operates as a network of professionals that have collaborated in the field of technology commercialization through strategic alliances.

Mr. Paul Masson and Mr. James Gollub will complete this assignment. (Please see biographical summaries in Appendix B).

## Appendix A: StarNet Qualifications

### General

Strategic Alliances Resources Network, LLC (StarNet, LLC) is a network of specialists that provide innovation alliance management consulting and services to major corporations, Federal government laboratories, universities and state economic development authorities.

StarNet was formed as a California Limited Liability Corporation (LLC) in 1999 to assist managers in improving the success rate of technology development, innovation alliances including industry consortia, innovation clusters (i.e. from economic development plans), joint ventures, public/private partnerships, R&D limited partnerships, university technology park partnerships and industry-university partnerships. The knowledge based for StarNet's services is drawn from two fields of research:

- **Technology transfer and commercialization-** Research confirms that alliances and partnerships are the most effective means of technology transfer and commercialization, but also the most complex to organize and execute.

- **Alliances and Partnering-** Research confirms that half or more of all alliances and partnerships fail to achieve their objectives due to errors in design and execution.

### Formation and Ownership

The Network was formed by the merger of independent consulting practices of Paul Masson and Keith Gale, who had worked together at the American Technology Initiative, Inc. (AmTech) technology transfer research organization from 1989 through 1992. During their tenure at AmTech, Messrs. Masson and Gale undertook extensive in the fields of technology transfer, partnerships, and public/private collaboration.

StarNet is currently majority-owned by Paul Masson with minority ownership by a Masson Family investment trust. Paul Masson has total decision-making and contract commitment authority.

### Expertise Network

StarNet is organized as a formal expertise network, with on-call retainer agreements with six specialists. The network is composed of individuals each with 20+ years experience in:

- Innovation Management
- Strategic Alliances (Planning, Management, Transition)
- Technology Commercialization
- Regional Economic Development
- Intellectual Property
- Government Contracting
- Partnership, Consortia and Syndicate Operations
- Organizational Design and Group Processes

### Experts Proposed for WSU

StarNet will staff the project with two individuals:

- Mr. Paul Masson- Project Manager, Strategic Planning Facilitator
- Mr. James Gollub- Economic Development Specialist

Biographies of Mr. Masson, Mr. Gollub are included in the section on Professional Staffing Qualifications (Page 28).

## **Network Organization**

StarNet is organized by project and not by function. StarNet organizes networks of subject matter expert professionals into projects around a proprietary method (innovation alliances). The proposed project will be one of three in process during the WSU estimated performance period of July 7, 2014 or later through May 10, 2015.

## **Network Operations: Information Systems**

StarNet supports projects from an operations office in the San Francisco commercial district. The office has workstations that support three computers working off secured, single server network, supplemented by online services to support up to three projects and StarNet G&A functions. All computers are dual function (i.e. MAC and PC OS) systems updated through 2011 and virus protected. StarNet maintains an intra-net and virtual private network. Supplementary online services include:

- Project Management- Red booth for secured project management
- Briefings- WebEx for small-scale briefings and communications
- Group Meetings- Group Mind Express for large-scale meetings requiring joint

## **Projects: Related Knowledge**

StarNet supports a maximum of three projects at any point in time. Paul Masson will be managing and consulting two other projects concurrently if StarNet receives the Jobs Plan Strategy award from WSU. Two projects draw from the StarNet method used to advance innovation through collaborative structures for job formation. This project will draw from a mix of strategic planning, economic development and innovation based economic development methods.

## **Wichita Regional Experience**

StarNet has direct and indirect experience of the Wichita regional economic profile from both aviation and energy related projects. StarNet's aviation related experience spans the period of time from 1995 through 2013. StarNet has authored or co-authored two white papers and two proposals with NIAR managers directed to NASA and the FAA proposing the University as the best locus of technology based collaboration for materials, software and communications related to the nation's changing aviation system known as NextGen. StarNet's energy related experience spans the period 2012 through 2013 due to our analysis of likely fabrication and testing partnership locations for new solar-powered systems that convert natural gas to syngas. StarNet facilitated the Wichita regional strategic planning and proposal development for the Investing in Manufacturing Communities Partnership (IMCP) national initiative. The Wichita regional proposal was selected as one of twelve winners as announced on May 28, 2014.

## **Economic Development**

Jim Gollub is the project Subject Matter Expert on Economic Development. Jim has thirty plus years of experience at guiding regional leaders in the formulation and implementation of economic development strategies. Jim is one of the conceptual and content creators of the "cluster" methodology for economic development, which he has applied through the US, Europe, Latin America and Asia. Jim has also guided the application of these principles to the impact of research institutions and universities on

innovation, industry, and community *and* in building the “innovation pipeline” strategies between institutions and the economy to improve these impacts. Delivered solutions through vision, strategy and business planning of new “bridges” between university and the marketplace.

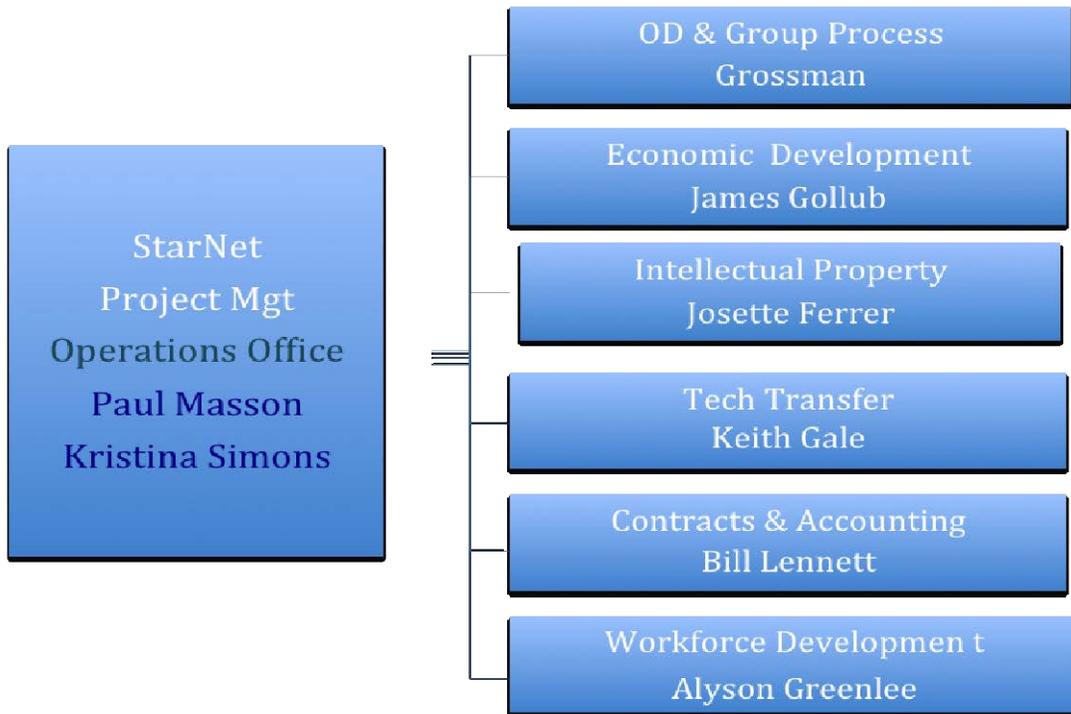
### **Group Dynamics: Joint Visioning and Strategy**

StarNet’s project leader, Paul Masson, has twenty-years continuous experience at guiding multi-stakeholder groups of adversarial representatives into cooperative agreement on topics including organizational plans (strategy and operating), government program plans, economic development clusters, technology partnerships, public/private partnerships and policy formulation task forces. Paul’s foundational training began in the early 1980’s at SRI International in the context of facilitating meetings for multi-stakeholder, commercial client groups to secure agreement on strategic plans and operating budgets. Paul’s methods are based on widely accepted observation that most individuals operate in competitive environments but are willing to cooperate if their “path to success” is laid out clearly, and there is assurance of an independent arbiter: whether a set of rules or a facilitator.

### **Meeting Facilitation: Paraphrasing, Stacking, And Engaging**

StarNet’s proposed project manager, Paul Masson, and colleague, Mr. James Gollub, practice meeting facilitation as a fundamental service to clients seeking to secure multi-stakeholder agreements. Paul has been applying these meeting techniques since the early 1990’s in the context of forming public/private innovation partnerships. Paul’s preferred method is to interview participants prior to any meeting. This permits maximizing the ability to paraphrase, stack (guided question sequence) and identify patterns of common interest among the participants. StarNet uses a “meeting planning” guide that addresses issues ranging from room setup to color of pen and facilitation method. Within the facilitation method, StarNet selects a “resolution” method from among options such as full consensus, conditional consensus (i.e. live with the outcome) and majority vote. The meeting planning and facilitation list methods have been developed over the past twenty-five years.

### **Organization: By Project**



**Paul Masson**

**StarNet, LLC**

**Strategy, Facilitation, Innovation**

**Expertise Focus: Technology Transfer for Economic Development**

- Twenty-five years of strategy formulation and facilitation for Fortune 500 financial services firms, startup companies and innovation alliances
- Commercial sector technology commercialization experience in information systems, materials, aviation, energy, agriculture, sensors & controls, robotics
- Public/Private program formulation and implementation for Federal (NASA, DOT, DOD), state (WY, CA, VA, CO) and academic (CMU, Univ. Wash, WSU) technology transfer and commercialization for organizational and economic development

**EXPERTISE BY SECTOR**

- Commercial sector corporate finance, management consulting, startups, technology commercialization, venture/angel capital fundraising
- Government sector policy development, program formulation, project management, government program administration, limited security projects
- Non-profit sector formation and management of 501-c-3 corporations to pool and management research and development funding for new IP, job formation and startups

**PROFESSIONAL EXPERIENCE**

**Technology Consortiums** Lead teams that formed or supported over two-dozen technology alliances. Developed and trained teams in modified forms of technology alliances specific to public/private sector alliances. Consulted to Federal agencies including NASA, DOD, DOE, and DOC regarding alliance formation & development. Consulted to private sector organizations in industries including software, materials, sensors, information systems equipment, and aerospace.

**Public/Private Partnerships** Developed and consulted to Federal agencies, foundations and non-profit organizations on forms of alliances specific to the needs of public benefit projects. Consulted to Federal agencies including the Presidio Trust, and private foundations including Kauffman and Stuart Foundations.

**Technology Transfer and Commercialization** Lead teams at non-profit, AmTech, which researched and deployed new forms of technology transfer from Federal agencies to private organizations including: partnerships & alliances; federal technology incubators; and military base conversions with technology parks.

**Startup Companies** Mid and senior level project manager in three startup companies leading product development teams. Participated in development and execution of business plans and fundraising at all three companies. Formed technology and services alliances in two of the three startups. Executed over 120 venture capital presentations.

**Management Consulting** Senior consultant and Group Director of Corporate Finance consulting focused on Fortune 1000 clients at SRI International and Cap Gemini Consulting. Range of consulting included corporate strategy, mergers & acquisition strategies, product

development partnerships & alliances, and "turn-around" projects in the field of banking, insurance, real estate, pension management and information systems.

**Corporate Finance** Entry level to senior level responsibilities including credit analysis, tax strategy, corporate strategy, offshore branch locations, debt to equity swaps, off-shore sale leaseback positions and syndicated lending to US multinationals and foreign governments in Latin America at both commercial (Wells Fargo) and investment banks (Babcock & Brown).

### **EMPLOYMENT HISTORY**

Managing Director, StarNet, LLC (1996 to Present)  
Director-Technology Commercialization, American Technology Initiative (1989-1996)  
Senior Mgt. Consultant, Cap-Gemini/MAC (1987-1988)  
PMC Management Services (1985-1987)  
• Ginex Funding Corporation (1986-1987)  
• Babcock & Brown Trade Finance (1986-1987)  
• Mushroom King, Inc. (1986)  
• MAD Intelligent Computer Systems (1985-1986)  
Senior Consultant, SRI International (1981-1985)  
Asst. Vice President, Wells Fargo Bank (1976-1980)

### **PROFESSIONAL AFFILIATIONS**

National Council of Public/Private Partnerships (NCPPP)  
Association of Strategic Alliance Professionals (ASAP)  
Association for Strategic Planning (ASP)

### **AWARDS**

NASA Turning Goals Into Reality Award  
NASA Public Service Award and Medal  
University of Pennsylvania Spoon Award  
White House Public Policy Fellowship

### **EDUCATION**

MBA, Finance, Wharton School, University of Pennsylvania (Honors) 1975  
B.S., Economics, Wharton School, University of Pennsylvania (Honors) 1974

### **CERTIFICATION AND TRAINING**

Risk Management Systems (Wells Fargo Bank)  
International Trade and Currency Systems (SRI International)  
Strategic Management Program (SMP Course- SRI International)  
Strategic Alliance Management (Multiple)  
Interagency & Military Planning (National Defense University- Joint Forces Staff College)  
Online Meeting Systems (GME and Multiple)

### **ACADEMIC TEACHING & MANAGEMENT TRAINING EXPERIENCE**

Lecturer, Stanford University (1983-1984) from Stanford Research Institute (SRI Int'l)  
Guest Lecturer, University California Sonoma State (1992-1993)  
Guest Lecturer, National Defense University (2009)

**Trainer, National Aeronautics and Space Administration (NASA) (1999-2007)**

- Managing the Influence Process (MIP)
- Managing the Execution Process (MEP)
- Business Execution Process (BEP)

## James Gollub

James Gollub

James Gollub Associates (JGA)

Economic Development Specialist

### PROFESSIONAL ROLE

Enable major institutions in fulfilling their mission to deliver innovation, economic growth and sustainability locally, statewide and nationally.

### EXPERIENCE

Extensive work globally assessing the economic impact of research institutions and universities on innovation, industry, and community *and* in building the “innovation pipeline” strategies between institutions and the economy to improve these impacts. Delivered solutions through vision, strategy and business planning of new “bridges” between university and the marketplace:

- **Discovery**—*Moving science to innovation*: Designing new, translational research collaboratives that attract net new research revenue.
- **Development**—*Converting innovation to solution*: Planning commercialization centers and investment vehicles to “capture the economic value of innovation” through enterprise deals.
- **Deployment**—*Bringing solutions to marketplace*: Catalyzing cluster---based job and revenue growth in new industry group and science and technology parks serving as microeconomic hubs.

### COMPETENCIES

- **Leadership**: Organized and managed complex development initiatives for and with research institutes, universities, national laboratories and their public---private stakeholders globally.
- **Innovation**: Developed and applied collaborative approaches to build integrated innovation management structures designed to optimize capture revenue and achieve economic impacts.
- **Analysis**: Capacity to diagnose S&T competencies and reveal factors that shape institutional and economic performance, competitive position and options.
- **Strategy**: Completed successful initiatives for and with institutes, universities and their partners to shape new directions in science, commercialization and economic impacts including 10 R&D institutes, centers and incubators, 15 S&T parks and 30 cluster initiatives.
- **Management**: Proven track record in organizing and directing large scale, multi---disciplinary, initiatives domestically and internationally.
- **Communication**: Experienced motivational and technical speaker with strong facilitation/mediation capabilities, author of books, reports and articles.

## EMPLOYMENT HISTORY

James Gollub Associates LLC, Founder	2013 –
E--Cubed Ventures LLC, Co--founder	2009 – 2012
ICF International, SVP, Global Economic Development	2000 – 2009
Information Design Associates (IDeA) LLC, Founder	1995 – 1999
DRI/McGraw--Hill, Principal, Economic Competitiveness Grp.	1992 – 1994
SRI International, Co---Director, Ctr. for Economic Competitiveness	1976 – 1991

## EDUCATION

- MPL, School of Urban & Regional Environment, University of Southern California, 1976
- Dual Degree/Certificate, School of Gerontology, University of Southern California, 1976
- National Oceanic & Atmospheric Administration (NOAA), Sea Grant Fellow, 1974- 76
- BA, Psychology, University of California, Berkeley, 1974

## PUBLIC SPEAKING

Key-note and panel presentations at many national and international conferences (IASTP, AURP, IEDC) and forums on innovation, economy, investment, technology commercialization, and technology parks.

## FACILITATION

Convened and facilitated hundreds of collaborative institute, university, business, technology and economic strategy sessions in over 20 countries.

## PUBLICATIONS

- **Reports/Articles:** Author of many strategy reports for international, national, state and private entities, best practice guides for federal agencies (particularly on cluster-- based economic development), presentations on innovation and economic competitiveness strategy (federal agencies, universities, World Bank, USAID and industry associations).
- **Books:** Author and co- author of three books:  
The Decade Matrix (Addison- Wesley, 1991)  
Japanese Companies in American Communities (Japan Society of New York, 1992)  
The Role of State Colleges and Universities in Economic Development (ASCU, 1982)

## Appendix B: James Gollub and Associates-Selected Qualifications

### National Policy—Innovation, Competitiveness and Community Problem Solving

- **Contribution to Field:** Beginning in the mid-1970s Gollub conducted research for federal agencies (NSF, HHS, NIMH, AOA, DOC, DOE) and foundations on how markets create problems and can be enabled to deliver solutions. This ranged from examining challenges from innovation to economic competitiveness to community dynamics (housing and social services). Research then led to demonstration projects with national associations, from governors (NGA) to counties (NACO) to cities (PTI) to employers (NAB). These initiatives set the basis for Gollub’s consulting practice directly to major public and private stakeholders globally.
- **Domestic Innovation:** Conducted early research for the National Science Foundation (NSF) on the role of state governments and universities in innovation-based development including assessment of national innovation programs for Congressional Committees.
- **US Competitiveness:** Introduced cluster-based economic development strategy to national, state and local practitioners through two US Economic Development Administration (DOC/EDA) projects as well as through work for the Department of Housing & Urban Development (HUD/PD&R).
- **International Development:** Through the World Bank Group, USAID and national clients advised overseas clients on national diversification, cluster and corridor development as well as private investment strategies—from the Persian Gulf to Southeast Asia.
- **Community Problem Solving Under Budget Constraint:** Developed and managed a series of projects for HHS and other US agencies (NIMH, AOA) titled “Rediscovering Governance” that showed how existing resources could be used in new ways to solve market inefficiencies or inequities. This led to demonstration projects in counties and broad diffusion of framework and best practices with public interest group partners.
- **Regional Challenges for National Policy:** Prepared White Paper for first term Obama Administration Transition Team titled “Maximizing Stimulus Impact: Making Integrated Investments to Strengthen US Regional Economies” (2008).

### Regional Competitiveness & Sustainability Strategy

- **Contribution to Field:** Assessed domestic and international trends shaping high performing economies and used insights from this work to shape a new approach to competitiveness strategy and implementation partnerships for nations, states and metropolitan regions globally—bottom-up, market-driven, industry-input focused strategy integrated into a regional portfolio management approach to enabling a sustainably prosperous economy.
- **Domestic:** Carried out comprehensive cluster portfolio strategies for Albuquerque, Austin, Baton Rouge, Silicon Valley, New York, Ottawa, San Francisco and Southeast Los Angeles as well as states from Connecticut to Ontario and British Columbia.

- **International:** Breakthrough economic strategies for Bangalore, British Columbia, Calgary, Edmonton, Hong Kong, Ontario, Ottawa, Osaka, Thailand, Heilongjiang, Tianjin, Maribor/Slovenia, Bratislava/Slovakia, Baranya/South Hungary, Bosnia.

### Industry Cluster Strategy

- **Contribution to Field:** Building from analysis of Midwestern US industry producer supply-chain dynamics during “rust belt” developed the first US industry cluster-specific competitiveness strategies. These worked from the local “bottom-up” to global market competitiveness engaging business leaders, supply chain and public economic input institutions domestically and globally in new collaboratives.
- **Emerging:** Carried out initiatives focused on clean technology, biotech, fuel cells, information technology, new media/creative industries, and nanotech from Washington State to Queensland, Australia.
- **Transforming:** Completed next generation agriculture, financial services, energy and petrochemicals, tourism, automotive, transportation and logistics cluster initiatives from Mississippi and Texas to Scotland.

### University Impacts and New Economic Roles

- **Contribution to Field:** Began by advising universities on how to understand and maximize their economic impacts as partners in the surrounding regional economies in the early 1980s with Case Western, Cleveland State and Cuyahoga Community College (1982) and then assessing the Michigan Research Excellence Program (1986), the New York State Centers of Excellence in Advanced Technology (CATS) Program (1992) to craft “innovation pipeline” framework.
- **State Innovation:** Advanced to enabling universities to evolve a new mission in innovation-based economic development beginning with the State of Maryland Technology Strategy (1990) with Johns Hopkins and University of Maryland and University of Baltimore and later the Governor’s New Jersey Innovation Triangle Strategy (2006) working closely with the presidents of Princeton, Rutgers, and NJIT among others.
- **University Economic Impacts:** As budget issues became major threats to universities assessed the economic impacts of the University of California System on California (“It Starts Here,” 2003), then the impact of California State University system (“Working for California,” 2005) and the individual impact assessment for CSU San Diego (2007), among others. Now routinely work with multiple universities to build new links to regional and global marketplace.

### Technology Institutes and S&T Parks

- **Contribution to Field:** Linked the deliberate structuring of integrated technology centers to serve “bridges” along the innovation pipeline anchoring technology parks to serve as concentric rings of a microeconomic hub strengthening regional economies.

- **R&D and Commercialization Centers:** Beginning in the 1980s prepared the vision, strategy and business plans for university-affiliated *and* independent R&D institutions, consortia and technology commercialization organizations (including incubators and accelerators) designed to foster economic growth. These have included R&D centers in biotechnology, wind energy, hydrogen and fuel cells, digital media, bio-products, MEMS from Michigan to Tokyo to Ontario and Finland—some now operating for 10-to-30 years.
- **Science & Technology Parks:** As many tech parks became “orphan real estate”, we began to offer vision, strategy and business planning—and now have advised 15 science and technology parks and centers globally that serve as “next generation micro-economies” that enhance flow of science to innovation, innovation to solution and solution to market within and from surrounding metro regions. Examples include: MCA Foundation Biomedical Institute of the Americas, West Bank (Ramallah), Algeria Sidi Abdellah Cyber Parc, the UC MBEST Center (Monterey, CA), University of Sunshine Coast Technology Precinct, the Sandia Science & Technology Park (Sandia, NM), University of Idaho Research Park, the Salerno Science Park, among others.

**Attachment B**  
**South Central Kansas Economic Growth Strategy Collaborators**

Collaborator	Full or Partial	Share of Cost*	Adjusted Share of Cost
City of Wichita	Full	\$ 39,155	\$ 42,986
Sedgwick County	Full	\$ 39,155	\$ 42,986
Wichita State University	Full	\$ 39,155	\$ 42,986
Wichita Metro Chamber	Full	\$ 39,155	\$ 42,986
Greater Wichita Economic Development Coalition	Full	\$ 39,155	\$ 42,986
Wichita Downtown Development Corporation	Partial	\$ 20,000	\$ 20,000
TBD	Partial	\$ 19,155	- - -

\* Total cost of Proposal = \$234,929.00

If regional partners are not identified to supplement the remaining share of the Wichita Downtown Development Commission share, then the five full members will split that amount.

## ATTACHMENT C

### CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

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

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## EXHIBIT D

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

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

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

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

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

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;

3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.

5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

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

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

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

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** 2014 Community Services Block Grant - Employment and Training Contract

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** New Business

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**Recommendation:** Approve the 2014 Community Services Block Grant Employment and Training contract with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

**Background:** The Community Services Block Grant (CSBG) is a Federal funding source which supports programs to address the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation (KHRC) and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been designated as a CAP and received CSBG funding for Wichita and Sedgwick County. The Wichita Sedgwick County Community Action Partnership (WSCCAP) is a division of the Housing and Community Services Department and administers the CSBG program locally.

The Community Services Block Grant Review Committee (Review Committee) is the official administering board for CSBG funds and as such is required to fully participate in the development, planning, and implementation and evaluation of programs and operations supported by CSBG funds. These requirements are set forth in policies established by the KHRC.

As presented and discussed in the February 4, 2014 Council meeting, staff prepared and submitted a Request for Proposals (RFP) seeking service providers to deliver employment and training services. The amount available under the RFP is \$160,674 which includes the original allocation of \$35,361 and a supplemental allocation of \$125,313 which was approved by Council on August 12, 2014.

**Analysis:** The RFP sought proposer(s) to provide employment and training services to low-income adults (age 18+) who reside in Sedgwick County, with the ultimate goal being stable employment leading to self-sufficiency. Proposers were asked to identify the strategies and outcomes they would implement in order to achieve this goal. Such strategies could include but not be limited to job placement, job retention (staying employed for 90 days or more), improving employability skills, completing GED/secondary education, completing short-term post-secondary training, and improving money-management/financial literacy skills.

Six proposals were received from agencies in response to the RFP. All proposals were evaluated by staff to ensure they met the threshold requirements. They were then distributed to the Review Committee, which was authorized by the City Manager to serve as the Selection Committee. The Review Committee met on September 25, 2014, to review the proposals. Following its review, the Review Committee selected the proposal submitted by the Workforce Alliance of South Central Kansas, Inc., and recommended funding in the full amount available: \$160,674.

The Review Committee felt that the Workforce Alliance proposal included a desirable blend of direct services and coordination of other resources, to assist the target population with job training as well as educational instruction necessary to achieve the program goals. They considered the fact that the

Workforce Alliance currently administers multiple employment and training programs, including the Workforce Investment Act (WIA) and operates the local American Job Centers or Workforce Centers in Sedgwick County and five surrounding counties. These one-stop Workforce Centers provide an extensive network of resources that will support the job seeker as they search for employment and training or maintaining and advancing their careers.

**Financial Considerations:** No general funds are obligated for this contract.

**Legal Considerations:** The Law Department has approved the 2014 Community Services Block Grant Employment and Training contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the 2014 Community Services Block Grant Employment and Training contract with Workforce Alliance of South Central Kansas, Inc. and authorize the necessary signatures.

**Attachments:** 2014 Community Services Block Grant Employment and Training Contract.

**COMMUNITY SERVICES BLOCK GRANT**

**CONTRACT**

THIS CONTRACT entered into this 1<sup>st</sup> day of November by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Workforce Alliance of South Central Kansas, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

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

WHEREAS, the cooperation of the CITY and the DELEGATE AGENCY is essential for successful implementation of the Employment and Training Services component;

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

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

SECTION 2. TIME OF PERFORMANCE. This contract shall cover services performed or to be performed by the DELEGATE AGENCY commencing November 1, 2014 and ending September 30, 2015. The services of the DELEGATE AGENCY are to commence as soon as practicable on the date of this contract and shall be undertaken and completed in such sequence as to assure their expeditious completion no later than the termination date of the contract.

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

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

A. Record Retention Policy.

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

B. Retention Periods.

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

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

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

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

Federal Financial Accountability and Transparency Act (FFATA)

I. Reporting Subawards and Executive Compensation.

1. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, [Pub. L. 111-5](#)) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. Where and when to report.
  - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.

Community Services Block Grant, Employment & Training Services

- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
  3. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
  1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
    - i. the total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. in the preceding fiscal year, you received—
      - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
      - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](http://www.usc.gov), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
  2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:
    - i. As part of your registration profile at <http://www.ccr.gov>.
    - ii. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
  1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
    - i. in the subrecipient's preceding fiscal year, the subrecipient received—

Community Services Block Grant, Employment & Training Services

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\)](#), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

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

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
  - i. A Governmental organization, which is a State, local government, or Indian tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;

Community Services Block Grant, Employment & Training Services

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
  - i. Receives a subaward from you (the recipient) under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see [17 CFR 229.402\(c\)\(2\)](#)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax-qualified.
  - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

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

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

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

A. Code of Conduct.

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

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

SECTION 10. DISCRIMINATION.

- A. Discrimination Prohibited. No recipient or proposed recipient of any funds, services, or other assistance under the provisions of this contract or any program related to this contract shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available through this contract on the grounds of race, color, national origin, ancestry, religion, physical handicap, sex or age. [Reference Title VI of the Civil Rights Act of 1964 (Public Law 88-352)]. For purposes of this section, "program or activity" is defined as any function conducted by an identifiable administrative unit of the DELEGATE AGENCY receiving funds pursuant to this contract.

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- B. The DELEGATE AGENCY further agrees to implement and comply with the "Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements" as provided in Exhibit A attached hereto.

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

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

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

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

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

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

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

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

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

SECTION 18. POLITICAL ACTIVITY PROHIBITED.

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

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

SECTION 20. PAYMENTS.

- A. Compensation and Method of Payment. Compensation and method of payment from the CITY to the DELEGATE AGENCY relative to conducting the operations of the project activities and services as herein described will be carried out as specified in Exhibit B attached hereto, and will be administered under the established accounting and fiscal policies of the CITY.
- B. Total Payments. Total payments to the DELEGATE AGENCY from the CITY will not exceed \$160,674 as cited in the total of Exhibit C, attached.

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- C. Restriction on Disbursements. No contract funds shall be disbursed to a DELEGATE AGENCY or contractor except pursuant to a written contract that incorporates by reference the general conditions of this contract.
- D. Unearned Payments. Under this contract unearned payments shall be suspended or terminated upon refusal to accept any additional conditions that may be imposed by the KHRC at any time; or if the Community Services Block Grant funds to the City of Wichita under the ACT are suspended or terminated.

SECTION 21. MODIFICATION OF CONTRACT. As a result of additional requirements, the CITY may require modification of this contract. The DELEGATE AGENCY agrees to accept this contract with the understanding that the contract may be modified. In the event the DELEGATE AGENCY is unable to comply with the required contract modification the CITY shall be notified by the DELEGATE AGENCY within 10 days, at which time the CITY may declare this contract canceled and proceed under the contract cancellation provisions herein provided. Further, in the event the DELEGATE AGENCY is unable to meet the contractual goals and/or obligations as specified herein or in any subsequent contract amendment, the DELEGATE AGENCY may request modification of the contract. Any request for modification of the contract by the DELEGATE AGENCY must be provided to the CITY in writing and must state the reason(s) and provide justification. Any modifications to this contract shall be in accordance with the following provisions:

- A. To provide necessary flexibility for the most effective execution of this project, subject to B. and C. below, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any contract modification must be approved in writing by both the CITY and the DELEGATE AGENCY.
- B. Any line item changes to the approved budget per Exhibit C must be requested and justified in writing. Line item changes exceeding \$25,000 must be presented to and approved by the City Council.
- C. Prior to any financial or programmatic change that would substantially alter the original intent of the contract, a written amendment shall be approved and signed by all signatories to the original contract and by the City Council.

SECTION 22. CONTRACT CANCELLATION. The City shall conduct a periodic and ongoing evaluation of the adequacy of performance of any or all sections of this contract by the DELEGATE AGENCY or its subcontractor. In the event of any failure of the DELEGATE AGENCY or its subcontractor to achieve 85% of the scheduled program goals as set forth in Exhibit B, the CITY reserves the right to require re-planning or other appropriate action within ninety days, which may involve reduction or deobligation of funds or cancellation of this contract; however, any of these actions shall not relieve the DELEGATE AGENCY of the requirement to achieve 100% of the performance goals by the termination date of this agreement.

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

SECTION 23. TERMINATION CLAUSE. Upon breach of the contract by the DELEGATE AGENCY, the CITY by giving written notification may terminate this contract immediately. A breach shall include, but not be limited to, failure to comply with any or all items contained within Section 1 through 28 or referenced therein, exhibits and/or provisions of any subsequent contractual amendments executed relative to this contract. This

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contract may also be terminated by mutual agreement of the parties or because the CITY's Community Services Block Grant funding is not appropriated or it is, or is to be, terminated or defunded. If contract termination occurs, as a result of factors other than breach of the contract terms by the DELEGATE AGENCY, the contract cancellation procedure set forth in Section 22 of this contract shall take effect.

SECTION 24. POLLUTION STANDARDS. In the event the grand total of Exhibit C is in excess of \$100,000, the DELEGATE AGENCY agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. 185, et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), as amended.

SECTION 25. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT. All parties to this contract shall comply with all provisions contained in the Americans with Disabilities Act of 1990, as amended.

SECTION 26. ANTI-TRUST LITIGATION. For good cause, and as consideration for executing this contract, the DELEGATE AGENCY, acting herein by and through its authorized agent, hereby conveys, sells, assigns and transfers to the CITY all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Kansas relating to the particular product, products, or services purchased or acquired by the DELEGATE AGENCY pursuant to this contract.

SECTION 27. UNIFORM GRANT ADMINISTRATIVE REQUIREMENTS AND COSTS PRINCIPLES. During the administration of this contract, the DELEGATE AGENCY shall comply with and adhere to applicable Office of Management and Budget (OMB) Circulars, as revised, which may include OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations," OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB Circular No. A-102, "Grants and Cooperative Agreements with State and Local Governments," and OMB Circular A-87, "Cost Principles for State and Local Governments." In particular, the DELEGATE AGENCY shall assure compliance with OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," which sets out audit requirements and specifies records must be available for review or audit by appropriate officials.

SECTION 28. PUBLICITY. When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all States receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

SECTION 29. RENEGOTIATION. This contract may be renegotiated in the event additional or alternate sources of funding become available during the term of the contract.

SECTION 30. APPENDICES. All documents or exhibits referenced herein, all amendments or mutually agreed upon modification(s) made and signed by all parties to this contract, and all exhibits referenced below and attached hereto are hereby incorporated in this contract and made a part thereof as though fully set forth herein.

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

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated hereunder.
  
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
  
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
  - 1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity

or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;

2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
  4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
  5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
- D. Exempted from these requirements are:
1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
  2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

PERFORMANCE CRITERIA  
CONTRACT OBJECTIVES

It is mutually agreed by and between the City of Wichita, Kansas (hereinafter referred to as the CITY) and the Workforce Alliance of South Central Kansas, Inc. (hereinafter referred to as the DELEGATE AGENCY) that it is the intent of this contract to continue to provide employment, education, and training services to approximately 30 existing clients already enrolled in the previous contract ending September 30, 2014, and up to a minimum of 75 additional new clients referred by the Wichita Sedgwick County Community Action Partnership (WSCCAP). WSCCAP shall determine the eligibility of individuals prior to referring individuals to the DELEGATE AGENCY. The DELEGATE AGENCY may also identify citizens possibly meeting eligibility criteria and submit to WSCCAP for review. WSCCAP will determine program eligibility based on incomes at or below 125% of federal poverty guidelines, and then refer to DELEGATE AGENCY for services if CSBG eligibility guidelines are met. The geographic area to be served under this contract includes all areas within the county limits of Sedgwick County, Kansas.

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

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

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

FOURTH, the DELEGATE AGENCY understands and agrees that the \$160,674 in Community Services Block Grant Program funds shall be the maximum amount provided by the CITY under this contract per Exhibit C. Costs exceeding \$160,674 shall be born in full by the DELEGATE AGENCY.

CONTRACT PROVISIONS SPECIFIC TO THE PROJECT'S SCOPE OF SERVICES

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

1. The DELEGATE AGENCY will provide integrated case management, group and/or individual class programs and training and educational opportunities to a minimum of 105 customers referred by WSCCAP for the purpose of preparing them for employment.
2. The DELEGATE AGENCY will provide and/or coordinate employment, educational and training services to a minimum of 105 customers referred by WSCCAP as appropriate; 75 percent of total referrals will complete an orientation provided by the DELEGATE AGENCY and participate in job search/case management activities; 67% of those attending orientation will obtain pre-employment skills through workshops and one-on-one coaching; 60 percent of referrals will obtain employment; and 75 percent of clients entering employment will retain their employment for 90 days or more. At a minimum, 9.5 percent of clients will attend short-term occupational skills training in demand occupations with industry recognized certifications.
3. Through a contractual agreement with the DELEGATE AGENCY, CSBG funds are used to provide only employment, educational and training services to a minimum of 105 customers referred by WSCCAP. The DELEGATE AGENCY provides case management and coordinates the employment, training and educational services to a minimum of 105 customers referred by WSCCAP. Educational services may include but not be limited to: GED/Secondary Education and Short-term Post-secondary training. No DELEGATE AGENCY equipment or materials may be purchased.
4. The DELEGATE AGENCY agrees that all payments under this contract shall be in accordance with established budgeting, purchasing, and accounting procedures of the CITY.
5. The DELEGATE AGENCY agrees to make written requests to the CITY for cost-reimbursement during the contract period. This is a cost-reimbursement contract. Disbursement of funds under this contract may be requested only for necessary, reasonable, and allowable costs described therein, and for which the DELEGATE

AGENCY has made payment during the period of performance set forth in Section 2. The City agrees to reimburse the DELEGATE AGENCY for such costs, and payment shall be made upon receipt of a request for reimbursement form, CSBG 2014/2015 Cost Control Statement accompanied by a monthly progress report from the DELEGATE AGENCY specifying the services performed and expenses incurred. All requests for reimbursement must be accompanied by an invoice which identifies the address to which payment should be remitted, documentation of payment for eligible expenses (i.e., invoices, receipts, bills from vendors, copies of checks, time sheets, etc.), the names of clients who received the services, and other supporting documentation. Supporting documentation must be accompanied by an agency payment voucher providing this information. Requests for Reimbursement must be received by the 15<sup>th</sup> day of the month following the month during which the services were provided.

6. The DELEGATE AGENCY agrees to claim reimbursement only from the City under this Agreement and not for any portion of its obligations that have been paid by another source of revenue.
7. The DELEGATE AGENCY agrees that CSBG funds shall not be disbursed except pursuant to a written contract, which incorporates by reference the general conditions of this Agreement. Disbursements may be imposed by the City at any time or if the entitlement funds to the City of Wichita under the Federal Act(s) are suspended or terminated. If funds under the Federal Act(s) are suspended or terminated, notification to the DELEGATE AGENCY will be in writing as soon as possible.
8. The DELEGATE AGENCY agrees that all payments made are subject to its compliance with this Agreement. Any breach of the contract is grounds for non-payment until such corrective measures are made which will resolve Agreement non-compliance.
9. The DELEGATE AGENCY agrees that closeout billings must be submitted on or before September 30, 2015. If not submitted, the unexpended funds shall revert to the City of Wichita.
10. The DELEGATE AGENCY agrees to provide fiscal reports, listing financial expenditure information in the detail required for the City to determine the financial status of the project and the amount of funds expended for applicants served during the reporting time period. The City will specify in writing the reporting periods for the fiscal reports and the dates that they are due.
11. The DELEGATE AGENCY agrees to provide such demographic reports as are determined necessary by the City and the Kansas Housing Resources Corporation.



CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

TERMS HEREIN CONTROLLING PROVISIONS:

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

AGREEMENT WITH KANSAS LAW:

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

TERMINATION DUE TO LACK OF FUNDING APPROPRIATION:

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

DISCLAIMER OF LIABILITY:

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

ANTI-DISCRIMINATION CLAUSE:

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

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

ACCEPTANCE OF CONTRACT:

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

ARBITRATION, DAMAGES, WARRANTIES:

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

REPRESENTATIVE'S AUTHORITY TO CONTRACT:

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

RESPONSIBILITY FOR TAXES:

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

INSURANCE:

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

INFORMATION:

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

THE ELEVENTH AMENDMENT:

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

EXHIBIT – E

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

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

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The undersigned contractor certifies that:

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

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

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

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

Community Services Block Grant, Employment & Training Services

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

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

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
  2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
  3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
  4. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
  5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
  6. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
    - Controlled substance** means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
    - Conviction** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
    - Criminal drug statute** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
    - Employee** means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All *direct charge* employees; (ii) All *indirect charge* employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees or subrecipients or subcontractors in covered workplaces).
- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;

Community Services Block Grant, Employment & Training Services

- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to an y employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c) , (d), (e) and (f).

Community Services Block Grant, Employment & Training Services

Workforce Alliance of South Central Kansas, Inc.

Contract Number \_\_\_\_\_.

\_\_\_\_\_  
Keith Lawing, President and Chief Executive Officer

\_\_\_\_\_  
Date

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor  
City of Wichita

\_\_\_\_\_  
Date

ATTEST:

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

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Date

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** ZON2014-22/CUP2014-26 – City Zone Change from SF-5 Single-family Residential to LC Limited Commercial With a CUP Amendment to Add a Parcel to DP-308, Generally Located Between Gouverneur and Whittier and 500 Feet South of Kellogg (602 and 608 South Gouverneur and 601 and 607 South Whittier) (District II).

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Non-Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request subject to MAPC modified conditions (8-0).

**DAB Recommendation:** District Advisory Board II recommended approval of the request subject to staff recommended conditions (9-0).

**MAPD Staff Recommendation:** Metropolitan Area Planning Department staff recommended approval of the request subject to staff recommended conditions.



**Background:** The applicant requests expansion of LC Limited Commercial zoning and an amendment to DP-308, the Mike Steven Motors Community Unit Plan (CUP), by expanding the existing CUP onto the .88-acre site. The SF-5 Single-family Residential zoned site was originally platted as four residential lots with houses constructed in 1953. The applicant intends to create a new CUP parcel with the subject site and restrict it to employee parking only (see the attached CUP document). The existing CUP has a masonry wall along the south property line, immediately north of the application area. The applicant intends to leave the masonry wall in place along the north boundary of the application area and enclose the remainder of the site with a wood screening fence. This request would require a Planning Commission waiver of the Unified Zoning Code (UZC) requirement for a masonry screening wall on the perimeter of CUPs where adjacent to residential zoning. The CUP would keep all other development standards in place regarding signage, light pole height, landscaping, etc.

This CUP has expanded incrementally into the residential neighborhood to the south as the applicant has been able to acquire houses; a portion of Whittier was previously vacated and improved with a hammer-head turn-around. The surrounding property to the north is mostly zoned LC and developed with commercial uses along Kellogg. South, east and west of the site is the remaining SF-5 zoned single-family residential neighborhood.

**Analysis:** District Advisory Board (DAB) II heard this request on September 15, 2014. The DAB voted 9-0 to subject to staff recommended conditions with a masonry screening wall requirement. No citizens spoke at the DAB hearing on this request.

At the Metropolitan Area Planning Commission (MAPC) meeting held on September 11, 2014, one neighboring residential property owner spoke against the request. The MAPC voted (8-0) to recommend approval of the request subject to re-platting within one year and the following conditions:

- A. The CUP shall require a wood screening fence for a period of seven years (after approval of this CUP amendment) along the south and east property boundaries, with parking lot screening per the zoning and landscape codes along the west boundary of Parcel 4. If the CUP is not expanded further south or east at the end of seven years, the CUP shall then require a masonry wall per the zoning code where adjacent to or across a local street from residential zoning.
- B. Access to the site shall be from Gouverneur only and on the north 50 feet of the site.
- C. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

No protests were filed on this request.

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

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

**Recommendation/Actions:** It is recommended that the City Council: 1) adopt the findings of the MAPC and approve the zone change and CUP amendment subject to re-platting within one year of approval and MAPC recommended conditions, instruct the Planning Department to forward the ordinance for first reading when the plat is recorded (simple majority vote required); 2) approve the request subject to re-platting and the DAB II recommended conditions to include a masonry screen wall by making alternate findings (two-thirds majority vote required); 3) deny the request by making alternate findings (two-thirds majority vote required); or 4) return the application to the MAPC for further consideration (simple majority required).

**Attachments:** Ordinance, DAB memorandum, MAPC minutes and CUP document

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. ZON2014-00022**

Zone change from SF-5 Single-family Residential (SF-5) to LC Limited Commercial (LC) on approximately .88 acres described as:

Lots 1 and 2, except the west 16 feet for street, Block A, Eastridge Sixth Addition to Wichita, Kansas; together with, Lots 27 and 28, Block A, Eastridge Sixth Addition to Wichita, Kansas; generally located between Gouverneur and Whittier and 500 feet south of Kellogg (602 and 608 S. Gouverneur and 601 and 607 S. Whittier)..

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

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

\_\_\_\_\_  
Carl Brewer - Mayor

**ATTEST:**

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE SEPTEMBER 11, 2014 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2014-00022 and CUP2014-00026** – NEVETS, Inc. c/o Brandon Steven (owner), Baughman Company, P.A. c/o Russ Ewy (agent) request a City zone change from SF-5 Single-family Residential to LC Limited Commercial along with a CUP amendment to add a parcel to DP-308 on property described as:

Lots 1 and 2, except the west 16 feet for street, Block A, Eastridge Sixth Addition to Wichita, Kansas; together with, Lots 27 and 28, Block A, Eastridge Sixth Addition to Wichita, Kansas.

**BACKGROUND:** The applicant requests expansion of LC Limited Commercial (LC) zoning and an amendment to DP-308, the Mike Steven Motors Community Unit Plan (CUP), by expanding the existing CUP onto this .88-acre site. The SF-5 Single-family Residential (SF-5) zoned site was originally platted as four residential lots with houses constructed in 1953. The applicant intends to create a new CUP parcel with the subject site and restrict it to employee parking only (see the attached CUP document). The existing CUP has a masonry wall along the south property line, immediately north of the application area. The applicant intends to leave the masonry wall in place along the north boundary of the application area and enclose the remainder of the site with a wood screening fence. This request would require a Planning Commission waiver of the Unified Zoning Code (UZC) requirement for a masonry screening wall on the perimeter of CUPs where adjacent to residential zoning. The CUP would keep all other development standards in place regarding signage, light pole height, landscaping, etc.

This CUP has expanded incrementally into the residential neighborhood to the south as the applicant has been able to acquire houses; a portion of Whittier was previously vacated and improved with a hammer-head turn-around. The surrounding property to the north is mostly zoned LC and developed with commercial uses along Kellogg. South, east and west of the site is the remaining SF-5 zoned single-family residential neighborhood.

**CASE HISTORY:** The site was platted as four lots within the Eastridge 6<sup>th</sup> Addition in 1951, houses on the site were built in 1953. DP 308 was originally approved in 2008.

**ADJACENT ZONING AND LAND USE:**

NORTH:	LC	Outdoor vehicle sales
SOUTH:	SF-5	Single-family residential
EAST:	SF-5	Single-family residential
WEST:	SF-5	Single-family residential

**PUBLIC SERVICES:** Whittier is a local street with a 60-foot right-of-way (ROW). Gouverneur is a two-lane collector with a landscaped median and a 100-foot ROW. The CUP has one existing access point to Gouverneur north of the site, the applicant indicates that access to this parcel will also be from Gouverneur. All other urban public services are available.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 *Wichita Functional Land Use Guide* of the Comprehensive Plan identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types,

including multi-family units, typically found in large urban municipality. The *Land Use Guide* identifies property north of the site along Kellogg as “regional commercial.” The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials, should locate in compact clusters or nodes versus extended strip developments, should not put commercially generated traffic on residential streets, and should have site design features which limit noise, lighting and other activity from adversely impacting surrounding residential areas.

**RECOMMENDATION:** The existing CUP has standards for signage, access, light pole height, landscaping and screening which improve compatibility with surrounding residences. The proposed zone change and CUP amendment would allow only ancillary parking, which is less intense than commercial uses on the remainder of the CUP to the north. However, the UZC requires a perimeter masonry wall where adjacent to residential zoning. Staff feels that a waiver of this requirement could have a negative impact on the surrounding residences, and would demonstrate a lowering of development standards to the surrounding neighborhood. Based upon information available prior to the public hearings, planning staff recommends that the proposed CUP amendment and zone change be APPROVED, subject to replatting within one-year and the following conditions:

- A. The CUP shall require a masonry screening wall along the south, east, and west boundaries of Parcel 4.
- B. Access to the site shall be from Gouverneur only and on the north 30 feet of the site.
- C. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: This CUP has expanded incrementally into the residential neighborhood to the south as the applicant has been able to acquire houses; a portion of Whittier was previously vacated and improved with a hammer-head turn-around. The surrounding property to the north is mostly zoned LC and developed with commercial uses along Kellogg. South, east and west of the site is the remaining SF-5 zoned single-family residential neighborhood.

2. The suitability of the subject property for the uses to which it has been restricted: The site is currently zoned SF-5 and could continue to be used for single-family residences. The proposed zone change and CUP amendment would only allow ancillary parking on the site.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed use of this site for ancillary parking should have minimal impact on nearby property. The UZC masonry wall requirement would demonstrate consistent development requirements to the neighborhood and ensure that adjacent neighbors are screened from noise, debris and head lights with a permanent screening material.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:

The *2030 Wichita Functional Land Use Guide* of the Comprehensive Plan identifies the site as “urban residential.” The urban residential category encompasses areas that reflect the full diversity of residential development densities and types, including multi-family units, typically found in large urban municipality. The *Land Use Guide* identifies property north of the site along Kellogg as “regional commercial.” The Commercial Locational Guidelines of the Comprehensive Plan recommend that commercial sites should be located adjacent to arterials, should locate in compact clusters or nodes versus extended strip developments, should not put commercially generated traffic on residential streets, and should have site design features which limit noise, lighting and other activity from adversely impacting surrounding residential areas.

5. Impact of the proposed development on community facilities: The proposed zone change and CUP amendment should have minimal impact on community facilities.

**JESS MCNEELY**, Planning Staff presented the Staff Report. He referred to Condition B. of the Staff Report which was amended to read the “north 50 feet of the site”. He said DAB II recommended approval based on staff recommendation. He added that staff has been contacted by two neighbors regarding encroachment into the residential neighborhood.

**MCKAY** asked for clarification regarding where the masonry wall was required.

**MCNEELY** said the masonry wall would be required along the south and east property lines per the UZC; unless the Commission waives that requirement. He said the west side of the site is where there will be access to the property and staff is open to having that screened per parking lot standards of the Landscape Code. He said Gouverneur has a landscaped median in the center of it and staff feels it would make the parking lot safer if it was not enclosed with a masonry wall.

**WARREN** asked if the two residents objected to the zoning change or waiver of the screening requirement.

**MCNEELY** responded that the neighbors objected to encroachment into the residential neighborhood.

**FOSTER** asked to see a copy of the zoning map again so he could see the encroachment into the neighborhood. He said he had concerns about the impact on the residences to the west of Gouverneur because the proposed parking lot would have 80 spaces in it.

**MCNEELY** commented that the CUP has encroached into the neighborhood over time and these four lots are a continuation of the existing pattern of development in the area. He said the site faces the side lots of the two residences directly to the west. He added that the lot contains 106 parking spaces.

**GOOLSBY** mentioned that it appears that the driveways of the residences to the west go out onto Orme and Gilbert.

**FOSTER** asked if there had been discussion with the applicant about not using Gouverneur for access and using internal circulation to lessen the impact of the encroachment.

**MCNEELY** responded that there was no discussion about that idea. He mentioned the existing building on the southwest corner.

**RUSS EWY, BAUGHMAN COMPANY, AGENT FOR THE APPLICANT** said this was an existing dealership with a service station, drive through and car wash on the southwest corner of the property. He referred to the aerial map of the area in reference to the location of Orme, Gilbert and the 10-12 foot wide landscaped median along Gouverneur which controls access past Gilbert. He said you would have to travel 600-800 feet south before you are able to cross over east to west on Gouverneur, so Gouverneur is highly controlled as far as access to residential areas to the west. He also mentioned that the area to the west of the site is currently zoned LC. He said this should be the best case scenario in terms of access control for residential traffic. He mentioned landscaping screening and that access to the property was to the extreme north of the location.

**EWY** said they currently have no intention of tearing into the existing masonry walls with the exception of a pedestrian access for the employees. He said there are sidewalks along Gouverneur that will lend access to this employee parking lot and the dealership. He said this parcel has been designated as ancillary parking for the dealership. He said the applicant could have request B Multi-family Residential or GO General Office zoning with a Conditional Use for the four lots, neither of which would be subject to the masonry wall standard requirement. He said the applicant decided to amend the CUP, which provided for a larger notification area/ownership list. He said by amending the CUP they are keeping this one homogeneous development.

**EWY** said what he tried to convey at the DAB meeting is that the CUP is landscaped and has 6-8 foot screening walls and that the requested ancillary parking lot is not a true LC or commercial use. He said they felt a wood screening fence and landscaping on the east and south sides of the lot would be appropriate for the ancillary parking and would also take care of any impact caused by the lot. He said they are in agreement with staff comments and request a waiver of the fencing requirement along the west side of parcel four for safety reasons. He said the question of further expansion also came up during the DAB discussion. He said at this point he has nothing concrete to tell the Commission; however, further expansion is likely which is another reason why they would like the wood fencing as opposed to a permanent masonry screening wall.

**DENNIS** commented with the median down Gouverneur employees will have to come in from the south and go out from the north which is going to add more traffic to the neighborhood.

**EWY** said Gouverneur was intended and designed as a major collector street, not a neighborhood or residential street.

**DENNIS** said he is not a big fan of wooden fences because they don't last as long as a business. He said if the business will be expanding in the future and want to put in a temporary wooden fence okay, but if the business isn't going to expand, he can't understand why the Commission would grant a waiver.

**EWY** said, in his opinion, ancillary parking in the GO zoning district does not require additional screening according to the UZC. He said they would like to screen this just like any other ancillary parking lot in the City with a wood fence and landscaping.

**DENNIS** asked what the life expectancy of the wood fence was.

**EWY** said the applicant would have to maintain the fence with 90 % opacity or they would be cited by OCI and forced to replace it. He mentioned development of the Schofield/Honda Community Unit Plan where they had one property owner that was a hold out to sell to the developer. He said although that development also required a masonry wall, because they felt they would be able to acquire the property at an undetermined time in the future, he said language in the CUP reflected that they were allowed to screen with a wood fence until the property was acquired or up to two years. He said the CUP stated they would then be required to finish the development with a masonry wall. He said if the Commission would entertain some type of temporary screening, they could live with that.

**DENNIS** asked if the applicant could live with a seven year waiver of the screening.

**EWY** replied yes.

**SHERRY NASH, 602 WHITTIER** said she lives directly east of the property. She said they were originally told that there would be a cul-de-sac but it turned into a hammerhead which has created problems with their driveways. She said there are commercial trucks that turn around and she is concerned about the kids running around in the neighborhood. She said people currently jump over the wall to get to the neighborhood now and this is just going to create more problems. She said the neighborhood already has problems with the parking beside them and the music and language that they hear. She said there is a school two blocks down the street and kids traverse the area going to and from school.

**FOSTER** asked if Ms. Nash preferred the wood or masonry fence.

**NASH** said masonry but they are not going to be able to build it high enough to prevent people from jumping over it because that is what is happening now. She also mentioned that they have water built up and flooding in their backyards because of the current wall and the fact that there is no drainage. She said it adds water to the street which also floods because the drainage is inadequate. She said the employees congregate, play music and use bad language. She said the lights are on until 11:00 p.m. She said this will add more employees to the area. She said this is a residential neighborhood with a lot of kids. She concluded by saying that she would like to be able to have her kids out in her yard without concern about what is happening on the other side of the wall. She mentioned that the applicant has offered to buy her property but they did not want to sell because they don't want the applicant adding more to the development.

**EWY** said he had no further comments and would stand for questions.

**RAMSEY** asked if the site would be used for employee parking only or could vehicles be stored back there.

**EWY** said no customer parking or vehicles for sale or waiting for service will be stored at the site. He said this will move employee parking off the lots that need more customer parking and room for display of cars for sale.

**FOSTER** said he encouraged opening an access through the wall to make it easier for employees to get back and forth from the building.

**EWY** said he would bring that to the applicant's attention.

**MCKAY** asked if the agent guaranteed that the applicant won't use the site for anything else other than employee parking.

**EWY** reiterated that the applicant has no intention of this being part of the dealership as far as customer parking or vehicle storage. He said if in the future they want to use this area for vehicles sales they would have to come back to the Commission for specific approval of that use. He said vehicle storage also falls under vehicle sales.

**MILLER** said the wording of the CUP amendment expressly limits this area for parking.

**MOTION:** To approve subject to the staff recommendation and the amendments discussed at the meeting including access on the north 50 foot of the site and installation of a wooden fence for a maximum of seven years as a waiver.

**DENNIS** moved, **WARREN** seconded the motion, and it carried (8-0).

-----



Wichita, Kansas  
October 13, 2014  
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,, Elizabeth Goltry-Wadle, Senior Budget Analyst, Budget Office, Clarence Rose, Senior Buyer, representing Purchasing, Zack Daniel Fellow representing the City Manager's Office and Janis Edwards, Deputy City Clerk, present.

Minutes of the regular meeting dated October 6, 2014, were read and on motion approved.

Bids were opened October 10, 2014, pursuant to advertisements published on:

**Kellogg Frontage Roads between 135th & 151st (east of 135th, south of Maple) (54-87 KA-2285-01/54-87 KA-2289-01/472-84840/760622/635813/624106/400622/752035/652024) See Special Provisions. (District IV)**

Dondlinger and Sons - \$6,533,019.48

**Water Distribution System to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian) (448-90595/735505/470178) Does not affect existing traffic. Lateral 519, Southwest Interceptor Sewer to serve Legacy 3rd Addition (north of 47th Street South, west of Meridian) (468-84312/744367/480059) Does not affect existing traffic. (District IV)**

McCullough Excavation\* - \$29,018.00 Group 1  
  \$36,150.00 Group 2  
  \$65,168.00 Total Bid

\*Subject to Budget Approval by City Council 10/14/2014

**2014 Sanitary Sewer Reconstruction Phase 10 (north of Kellogg, east of Seneca) (468-84982/620714/664019) Traffic to be maintained during construction using flagpersons and barricades. (District I, IV, VI)**

Stannard Construction Company Inc. -\$139,391.70

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

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

**PUBLIC WORKS AND UTILITIES DEPARTMENT/STORMWATER MANAGEMENT DIVISION: Wichita Valley Center Flood Control Rehab.**

Dondlinger and Sons Construction Company Inc. - \$60,850.00

**PUBLIC WORKS AND UTILITIES DEPARTMENT/FLEET AND FACILITIES DIVISION: Apparatus Door Replacement Fire Station No. 5.**

Defer one week

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:** October 13, 2014

**ENGINEERING BIDS – GARY JANZEN, CITY ENGINEER**

**October 10, 2014**

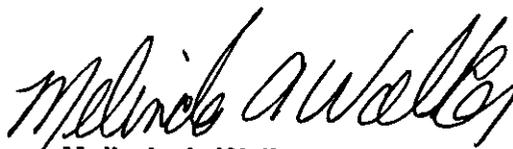
Paving - Kellogg Frontage Roads between 135 <sup>th</sup> & 151 <sup>st</sup> (east of 135 <sup>th</sup> , south of Maple) – Public Works & Utilities Department/Engineering Division		
<b>Dondlinger &amp; Sons Construction Co., Inc.</b>		<b>\$6,533,019.48</b>
Water Distribution System to serve Legacy 3 <sup>rd</sup> Addition – Public Works & Utilities Department/Engineering Division (Subject to Budget Approval by City Council October 14, 2014)		
<b>McCullough Excavation</b>	<b>Group 1 - Water Distribution System</b>	<b>\$29,018.00</b>
	<b>Group 2 - Lateral 519, SWI Sewer</b>	<b><u>36,150.00</u></b>
	<b>Aggregate Bid Total</b>	<b><u>\$65,168.00</u></b>
2014 Sanitary Sewer Reconstruction Phase 10 (north of Kellogg, east of Seneca) – Public Works & Utilities Department/Engineering Division		
<b>Stannard Construction Company, Inc.</b>		<b>\$139,391.70</b>

**PURCHASING BIDS – MELINDA A. WALKER, PURCHASING MANAGER**

**October 13, 2014**

Flood Control Gate Rehabilitation for the Wichita Valley Center Flood Control Project – Public Works & Utilities Department/Stormwater Management Division		
<b>Dondlinger &amp; Sons Construction Co., Inc.</b>	<b>(Deferred from October 6, 2014)</b>	<b>\$60,850.00</b>
Apparatus Door Replacement for Fire Station No. 5 – Public Works & Utilities Dept./Fleet & Facilities Division		
	<b>(Defer to October 20, 2014)</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 26, 2014

RQ440892/RQ440893/RQ440894

<b>FB440158</b>		Engineer's Construction Estimate	APAC - Kansas Inc	Comejo & Sons Construction	Kansas Paving Company
<b>Kellogg Frontage Roads between 135th &amp; 151st</b>		\$8,530,300.00		\$6,621,752.74	\$7,697,465.19
<b>(east of 135th, south of Maple)</b>	BID BOND			X	X
	ADDENDA	2		X	X
54-87 KA-2289-01/472-84840	54-87 KA-2285-01/472-84841				
		Engineer's Construction Estimate	Dondlinger & Sons		
<b>Kellogg Frontage Roads between 135th &amp; 151st</b>		\$8,530,300.00	\$6,533,019.48		
<b>(east of 135th, south of Maple)</b>	BID BOND		X		
	ADDENDA	2	X		
54-87 KA-2289-01/472-84840	54-87 KA-2285-01/472-84841				
		Engineer's Construction Estimate			
<b>Kellogg Frontage Roads between 135th &amp; 151st</b>		\$8,530,300.00			
<b>(east of 135th, south of Maple)</b>	BID BOND				
	ADDENDA	2			
54-87 KA-2289-01/472-84840	54-87 KA-2285-01/472-84841				
		Engineer's Construction Estimate			
<b>Kellogg Frontage Roads between 135th &amp; 151st</b>		\$8,530,300.00			
<b>(east of 135th, south of Maple)</b>	BID BOND				
	ADDENDA	2			
54-87 KA-2289-01/472-84840	54-87 KA-2285-01/472-84841				

CHECKED BY:           kp            
 REVIEWED BY:           rs

### WATER BID TABULATION SUMMARY

BOARD OF BIDS - October 10, 2014

RQ440860

FB440193		Engineer's Construction Estimate	Dondlinger & Sons	Danco Enterprises Inc.	McCullough Excavation
Water Distribution System 448-90595 (735505)	Group 1	\$31,327.00	\$36,822.00	\$34,483.00	\$29,018.00
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2	\$38,942.00	\$40,682.00	\$38,125.00	\$36,150.00
Legacy 3rd Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$70,269.00</b>	<b>77,504.00</b>	<b>72,608.00</b>	<b>65,168.00</b>
		Engineer's Construction Estimate	Danco Enterprises Inc.	Nowak Construction	Utilities Plus
Water Distribution System 448-90595 (735505)	Group 1	\$31,327.00	\$30,565.00		
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2	\$38,942.00	\$37,080.00		
Legacy 3rd Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$70,269.00</b>	<b>67,645.00</b>		
		Engineer's Construction Estimate	Wildcat Construction	Stannard Construction d/b/a WB Carter	
Water Distribution System 448-90595 (735505)	Group 1	\$31,327.00			
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2	\$38,942.00			
Legacy 3rd Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$70,269.00</b>			
		Engineer's Construction Estimate			
Water Distribution System 448-90595 (735505)	Group 1	\$31,327.00			
Lateral 519, SWI Sewer 468-84312 (744367)	Group 2	\$38,942.00			
Legacy 3rd Addition	BID BOND				
	ADDENDA	1			
<b>BID TOTAL</b>		<b>\$70,269.00</b>			

Subject to Budget Approval by  
City Council 10-14-14

CHECKED BY:     UP      
REVIEWED BY:     ps

**SANITARY SEWER BID TABULATION SUMMARY**

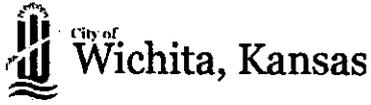
BOARD OF BIDS - October 10, 2014

RQ441036

FB440192		Engineer's Construction Estimate	Mies Construction Inc.	Wildcat Construction Co. Inc.	Stannard Construction Co. Inc.
<b>2014 Sanitary Sewer Reconstruction Phase 10</b>		\$266,010.00	\$209,540.00	\$219,597.00	\$139,391.70
(north of Kellogg, east of Seneca)	BID BOND				X
468-84982	ADDENDA	0			
(620714)					
		Engineer's Construction Estimate	B-2 Excavating LLC	Forshee Plumbing LLC	Danco Enterprises
<b>2014 Sanitary Sewer Reconstruction Phase 10</b>		\$266,010.00	\$158,079.00	\$161,376.00	\$171,315.25
(north of Kellogg, east of Seneca)	BID BOND		X	X	X
468-84982	ADDENDA	0			
(620714)					
		Engineer's Construction Estimate			
<b>2014 Sanitary Sewer Reconstruction Phase 10</b>		\$266,010.00			
(north of Kellogg, east of Seneca)	BID BOND				
468-84982	ADDENDA	0			
(620714)					
		Engineer's Construction Estimate			
<b>2014 Sanitary Sewer Reconstruction Phase 10</b>		\$266,010.00			
(north of Kellogg, east of Seneca)	BID BOND				
468-84982	ADDENDA	0			
(620714)					

CHECKED BY: JP  
 REVIEWED BY: AS





# BID RESULTS

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

**Vendor Group**

**Solicitation:** Apparatus Door Replacement Fire Station **Close Date/Time:** 10/3/2014 10:00 AM CST  
FB440184

**Solicitation Type:** Formal Bid **Return to the Bid List**

**Award Method:** Aggregate Cost

**Department:** Public Works Fleet & Facilities **Responses: 1**

Vendors	Complete	Bid Total	City Comments
BAUER & SON CONSTRUCTION CO INC	Complete	\$255,000.00	Defer to 10-20-14 Public Works & Utilities Dept./Fleet & Facilities Division

NOT WITHIN THE ARCHITECTS ESTIMATE

[Top of the Page](#)



**PRELIMINARY ESTIMATES  
FOR CITY COUNCIL OCTOBER 14, 2014**

- a. 2014 Contract Maintenance CIP Arterial Concrete Repair on Hillside, 21st to 27th Street North (Hillside, 21st Street to 27th Street North) (472-85082a/707070/620701/636246/133116/211534/664006/771633/133116) Traffic to be maintained during construction using flagpersons and barricades. (District I) - \$315,330.00
- b. Water Distribution System to serve Blackstone Addition (east of 151st Street West, north of 13th Street North) (448-90186/735515/470188) Does not affect existing traffic. (District V) - \$92,000.00
- c. 2014 Arterial Sidewalk and Wheelchair Ramp Program (north of 63rd Street South, east of 151st Street West) (472-85169/707071/211535) Traffic to be maintained during construction using flagpersons and barricades. (District I,II,III,IV,V & VI) - \$450,000.00
- d. Wastewater Treatment Plant 2 Headworks Improvements (north of 63rd Street South, east of Hydraulic) (468-84958/624116/654005) Does not affect existing traffic. (District III) - \$1,000,000.00

To be Bid:

September 26, 2014

**PRELIMINARY ESTIMATE of the cost of:**

2014 CM CIP Arterial Concrete Repair on Hillside, 21st Street to 27th Street North  
(Hillside, 21st St to 27th St North)

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

**MEASURED QUANTITY BID ITEMS (707070)**

1	8" Reinf. Concr. Pymt. Repair	3,125	sy
2	Mono Edge Curb Repair	1,250	lf
3	8" Concr. Driveway Repair	1,500	sf
4	6" Concr. Driveway Repair	550	sf
5	7" Reinf. Concr. Valley Gutter Repair	120	sy
6	Crushed Rock	250	tn
7	Wheelchair Ramp Construction w/Det Warn	11	ea
8	4" Sidewalk Rem & Repl	850	sf
9	6" Yellow or White Pymt Markings (Paint)	800	lf
10	4" Yellow or White Pymt Markings (Paint)	1,800	lf

**MEASURED QUANTITY BID ITEMS (620701)**

11	Adj. SS MH using New Ring & Lid	1	ea
12	Adj. SS MH using New Ring & Lid (Wide Flange)	1	ea
13	Adj. SS MH Ring & Lid	1	ea

**MEASURED QUANTITY BID ITEMS (636246)**

14	Valve Box Adjustment	7	ea
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**MEASURED QUANTITY BID ITEMS (133116)**

15	Adj. SWS MH w/new Ring & Lid	3	ea
16	Adj. SWS MH w/new Ring & Lid (Wide Flange)	3	ea
17	Adj. SWS MH Ring and Lid	3	ea

**Construction Subtotal**

0.00

Engineering & Inspection (707070)  
Administration (707070)  
Publication (707070)  
Contingency

**Total Estimated Cost**

\$315,330.00

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

To be Bid: October 3, 2014

**PRELIMINARY ESTIMATE of the cost of:**  
Water Distribution System to serve Blackstone Addition  
(east of 151st Street West, north of 13th Street North)

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

<b>LUMP SUM BID ITEMS</b>		
1	Pipe, WL 8"	1,995 lf
2	Fire Hydrant Assembly	3 ea
3	Valve Assembly, Blowoff 2"	1 ea
4	Valve Assembly, 8"	1 ea
5	Valve Assembly, Anchored 8", Special	1 ea
6	Seeding	1 LS
7	Site Clearing	1 LS
8	Site Restoration	1 LS
<b>MEASURED QUANTITY BID ITEMS</b>		
9	BMP, Construction Entrance	1 ea

**Construction Subtotal** \_\_\_\_\_

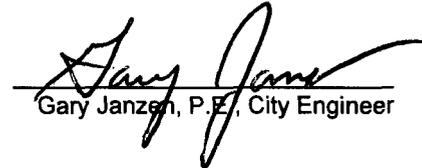
Design Fee  
Engineering & Inspection  
Administration  
Publication  
Water Dept

**Total Estimated Cost** \_\_\_\_\_

**\$92,000.00**

CITY OF WICHITA)  
STATE OF KANSAS) SS

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

  
Gary Janzen, P.E., City Engineer

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

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

**PRELIMINARY ESTIMATE of the cost of:**  
2014 Arterial Sidewalk and Wheelchair Ramp Program  
(north of 63rd Street South, east of 151st Street West)

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

**MEASURED QUANTITY BID ITEMS**

1	4" Sidewalk (4' wide)	7,500	sf
2	4" Sidewalk (5' wide)	22,000	sf
3	4" Sidewalk (6' wide)	36,500	sf
4	WCR Constr w/ Det. Warn.	25	ea
5	WCR Remove & Replace	5	ea
6	WCR, Remove and Construct Curb	5	ea
7	Comb. Curb & Gutter Repair	200	lf
8	Concr Removal & Site Restoration	200	sf
9	Protection Curb (4" up to 12" High)	500	lf
10	Tree Removal (<12" diameter)	12	ea
11	Asphalt Repair	5	tn
12	Seeding	2,500	sf
13	Deeter Curb Drain	2	ea

**Construction Subtotal**

Design Fee  
Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost**

\_\_\_\_\_  
\$450,000.00

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)

211535 (707071) 472-85169

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

Page \_\_\_\_\_

EXHIBIT \_\_\_\_\_

**PRELIMINARY ESTIMATE of the cost of:**  
Wastewater Treatment Plant 2 Headworks Improvements

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

<b>LUMP SUM BID ITEMS - INFLUENT WETWELL</b>		
1	Sluice Gate Replacement	3 ea
2	Concrete Deck and Access	1 LS
3	Access Hatches	2 ea
4	By-Pass Pumping/Line Plugging (30 days)	1 LS
5	Site Restoration	1 LS
<b>MEASURED QUANTITY BID ITEMS - INFLUENT WETWELL</b>		
6	Epoxy Patching >1/4"	700 isf
7	Epoxy Coating System (3 layers)	1,300 sf
<b>LUMP SUM BID ITEMS - PARSHALL FLUME/JUNCTION BOX #1</b>		
8	Replace Safety Grating	1 LS
9	Grout Fillet Flume Outlet	1 LS
10	Remove and Replace Roof	1 LS
11	Line Plugging - 72" Line	1 LS
<b>MEASURED QUANTITY BID ITEMS - PARSHALL FLUME/JUNCTION BOX #1</b>		
12	Epoxy Patching >1/4"	1,200 isf
13	Epoxy Coating System (3 layers)	2,300 sf
<b>MEASURED QTY BID ITEMS - INFLUENT 60" LINE</b>		
14	Epoxy Patching >1/4"	150 isf
15	Epoxy Coating System (3 layers)	520 sf
<b>ADD ALTERNATE #1 - MEASURED QUANTITY BID ITEMS - JUNCTION Box #2</b>		
16	Epoxy Patching >1/4"	600 isf
17	Epoxy Coating System (3 layers)	2,800 sf
<b>ADD ALTERNATE #1 - LUMP SUM BID ITEMS - JUNCTION Box #2</b>		
18	Construct Reinforced Concrete Wall	1 LS
19	Remove and Replace Roof	1 LS
20	Grout Fillet	1 LS
<b>ADD ALTERNATE #2 - LUMP SUM BID ITEMS - 48" CONTROL VALVE</b>		
21	48" Control Valve Replacement (Install)	1 ea
22	Refurbish Ladder & Cage, Reinstall	1 LS
23	Remove and Replace Lids and Structure	1 LS

**Construction Subtotal** \_\_\_\_\_

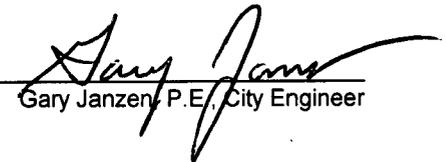
Design Fee  
Engineering & Inspection  
Administration  
Publication

**Total Estimated Cost**

\_\_\_\_\_  
\$1,000,000.00

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

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Revised Petition for Improvements to Legacy Third Addition (District IV)

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

**AGENDA:** Consent

---

**Recommendation:** Approve the revised petition and adopt the amending resolution.

**Background:** On October 1, 2013, the City Council approved a petition for water improvements to serve Legacy Third Addition. On August 26, 2014, following a failed bid attempt, the City Council approved a revised petition with an increased budget. A second attempt to award a construction contract within the budget set by the August 26th petition was not successful. The developer has submitted a new petition with an increased budget. The signatures on the petition represent 100% of the improvement district and the petition is valid per Kansas Statute 12-6a01.

**Analysis:** The project will provide water improvements required for a new residential development located west of Meridian, north of 47<sup>th</sup> Street South.

**Financial Considerations:** The existing petition total is \$39,000 and the revised petition total is \$45,000. The funding source is special assessments.

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

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

**Attachments:** Map, budget sheet, revised petition, and amending resolution.

First Published in the Wichita Eagle on October 17, 2014

**RESOLUTION NO. 14-300**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF **WATER DISTRIBUTION SYSTEM NUMBER 448-90595 (NORTH OF 47TH STREET SOUTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING **WATER DISTRIBUTION SYSTEM NUMBER 448-90595 (NORTH OF 47TH STREET SOUTH, WEST OF MERIDIAN)** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. **13-187** adopted on **October 1, 2013** and Resolution No. **14-240** adopted on **August 26, 2014** are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve **Water Distribution System Number 448-90595 (north of 47th Street South, west of Meridian)**.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be **Forty-Five Thousand Dollars (\$45,000)** exclusive of interest on financing and administrative and financing costs, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2014**, exclusive of the costs of temporary financing.

SECTION 4. 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:

**LEGACY 3RD ADDITION**

Lots 10 through 19, Block 3

Lots 1 through 6, Block 5

Lots 7 through 12, Block 6

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the following tracts and lots in LEGACY 3RD ADDITION, Wichita, Sedgwick County, Kansas shall each pay 1/22 of the total cost of the improvement district:

**LEGACY 3RD ADDITION**

- Lots 10 through 19, Block 3
- Lots 1 through 6, Block 5
- Lots 7 through 12, Block 6

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.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14<sup>th</sup> day of October, 2014.

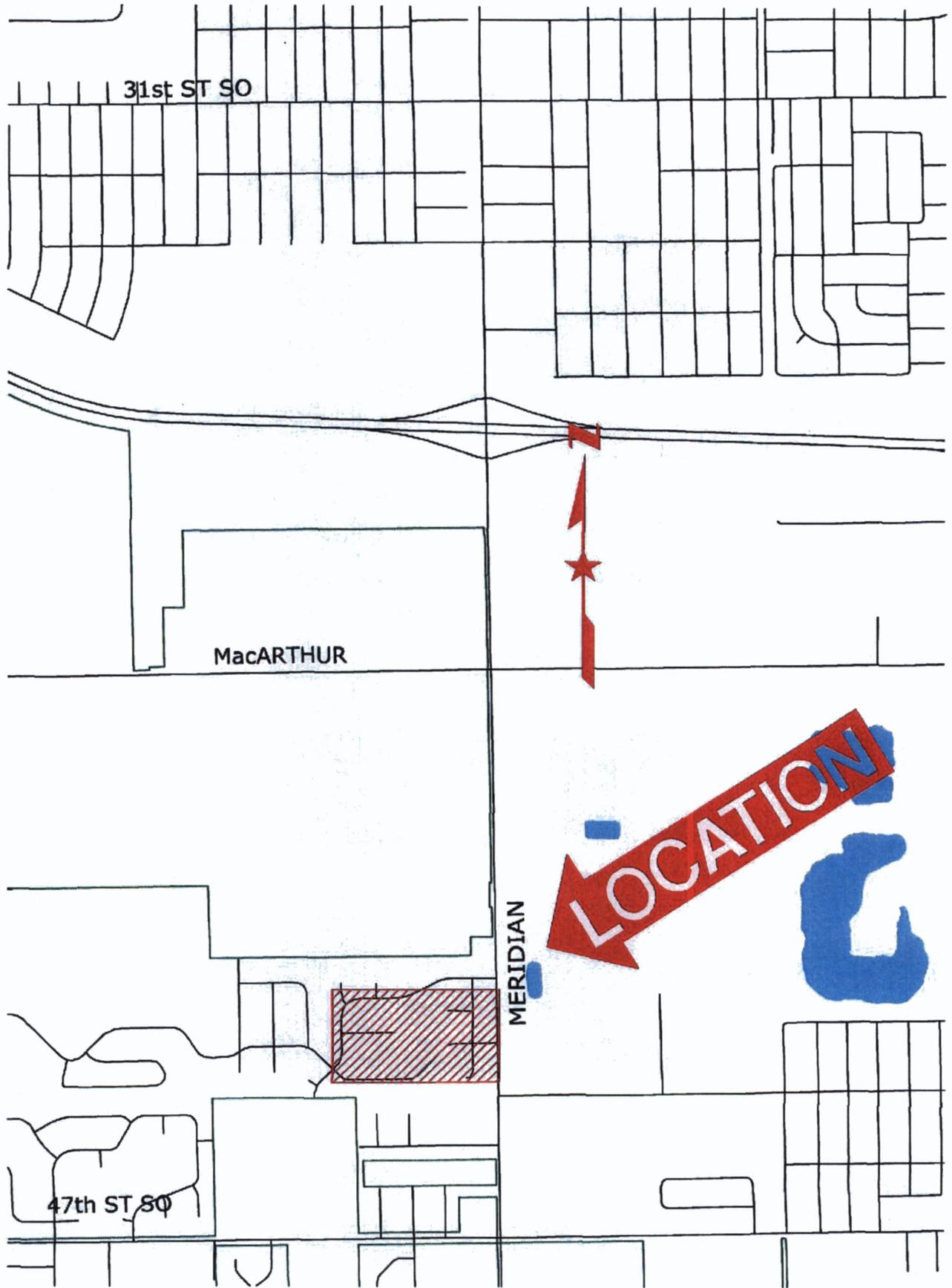
\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
SHARON L. DICKGRAFE  
INTERIM DIRECTOR OF LAW & CITY ATTORNEY



# Project Request

CIP    Non-CIP

NEIGHBORHOOD IMPROVEMENT

ORDERED BY WCC

PETITION

PETITION PERCENTAGE: 100

DEPARTMENT: 13 Public Works & Utilities

DIVISION: Engineering

RESOLUTION/ORDINANCE #: 14-

ENGINEERING REFERENCE #: 448-90595

FUND: 470 Water Improvements N.I.

COUNCIL DISTRICT: 04 Council District 4

DATE COUNCIL APPROVED: Oct 14, 2014

REQUEST DATE: \_\_\_\_\_

PROJECT #: 470178

PROJECT TITLE: WDS to serve Legacy 3rd Addition

PROJECT DETAIL #: 01

PROJECT DETAIL DESCRIPTION: WDS to serve Legacy 3rd Addition

OCA #: 735505

OCA TITLE: WDS to serve Legacy 3rd Addition

PERSON COMPLETING FORM: Joni Chamberlain

PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman

PHONE #: 268-4236

NEW BUDGET

REVISED BUDGET

### Revenue Object Level 3

	Original Budget	Adjustment	New Budget
9730 S.A. Bonds	\$39,000.00	\$6,000.00	\$45,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$39,000.00	\$6,000.00	\$45,000.00

### Expense Object Level 3

2999 Contractuals	\$39,000.00	\$6,000.00	\$45,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	\$39,000.00	\$6,000.00	\$45,000.00

NOTES:

## SIGNATURES REQUIRED

Print Form

DIVISION HEAD: \_\_\_\_\_

DATE: \_\_\_\_\_

DEPARTMENT HEAD: *Alan...*

DATE: 9/24/14

BUDGET OFFICER: \_\_\_\_\_

DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_

DATE: \_\_\_\_\_

\$

**PHASE 2 WATER DISTRIBUTION SYSTEM PETITION**

To the Mayor and City Council  
Wichita, Kansas

Revises 448-90595

Dear Council Members:

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

**LEGACY 3<sup>RD</sup> ADDITION**

Lots 10 – 19, Block 3

Lots 1 – 6, Block 5

Lots 7 – 12, Block 6

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 Forty-Five Thousand Dollars (\$45,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above setforth is hereby increased at the pro rata rate of 1 percent per month from and after January 1, 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.

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:

That the following tracts and lots in Legacy 3<sup>rd</sup> Addition, Wichita, Sedgwick County, Kansas shall each pay 1/22 of the total cost of the improvement district:

**LEGACY 3<sup>RD</sup> ADDITION**

Lots 10 – 19, Block 3

Lots 1 – 6, Block 5

Lots 7 – 12, Block 6

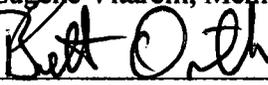
Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

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.

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.

<u>LEGAL DESCRIPTION</u>	<u>SIGNATURE</u>	<u>DATE</u>
<b><u>LEGACY 3<sup>RD</sup> ADDITION PHASE 2</u></b>		
Lots 10 – 19, Block 3	x 	9/10/14
Lots 1 – 6, Block 5	Eugene Vitarelli, Member, JO, LLC	
Lots 7 – 12, Block 6	x 	9/10/14
	Brett Orth, Member, JO, LLC	

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**CONFIDENTIAL**

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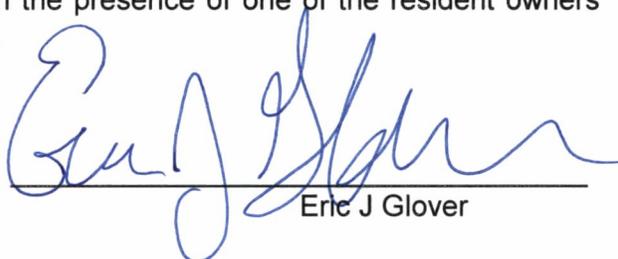
**CONFIDENTIAL**

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**AFFIDAVIT**

The undersigned, being duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presence of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

  
Eric J Glover

924 N. Main \_\_\_\_\_  
Address

264-8008 \_\_\_\_\_  
Telephone number

Sworn to and subscribed before me this 17 day of September, 2014.



  
Deputy City Clerk

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Improvements to the 21<sup>st</sup> Street North Bridge between Mosley and New York (District VI)

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

**AGENDA:** Consent

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**Recommendations:** Approve the supplemental agreement and revised budget, and adopt the resolution.

**Background:** On September 10, 2013, the City Council approved an agreement with MKEC Engineering (MKEC) for development of design concepts for the 21st Street North Bridge between Mosley and New York. The design concept fee was \$24,850. The City Council approved the design concept on December 17, 2013, and a supplemental design agreement for final design work on January 28, 2014. The supplemental design fee was \$51,400, bringing the total design cost to \$76,250.

**Analysis:** As design progressed, it was discovered that the project area contained large amounts of contaminated soil and groundwater. Since proper handling of the soil and groundwater would cause a significant increase in the cost of construction and risks to surrounding resources, staff proposes the use of a single span bridge, rather than the reinforced box culvert originally planned. This design change will require less excavation of contaminated soil and will eliminate working in contaminated groundwater, thus significantly reducing construction costs and increasing environmental safety. The proposed supplemental design agreement has been prepared to authorize the redesign work.

**Financial Considerations:** The estimated fee for the redesign work is \$50,980, which brings the total design fee to \$127,230. The existing budget of \$125,000 was approved by the City Council on January 28, 2014, and is funded by General Obligation (GO) bonds. Additional GO bond funding of \$350,000 is available in the 2011-2020 Adopted Capital Improvement Program (CIP) in 2013, of which staff recommends initiating \$30,000. The revised total budget for design would be \$155,000 and would allow for payment of design fees and staff costs for oversight and administration. Federal funding is available in the CIP in 2013 for construction.

**Legal Considerations:** Supplemental Agreement No. 2 and the resolution have been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council approve Supplemental Agreement No. 2 and the revised budget, adopt the resolution, and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 2, budget sheet, and resolution.

**RESOLUTION NO. 14-310**

**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.**

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**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:

**Design, payment of required fees, administration, and oversight of improvements to the 21<sup>st</sup> Street North Bridge between Mosley and New York (472-85120).**

(collectively, 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 \$155,000 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, 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 October 14, 2014.

(SEAL)

---

Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

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SUPPLEMENTAL AGREEMENT NO. 2  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 10, 2013  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
MKEC ENGINEERING CONSULTANTS, INC.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 10, 2013) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the **21st STREET BRIDGE AT DERBY REFINERY** (Project No. 472-85120).

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

WHEREAS, it is the desire of both parties that the 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 and is hereby amended to include the following:

**Design a single span bridge in lieu of a new reinforced box culvert  
(see attached for further 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 additional professional services as outlined in this supplemental agreement will increase the total contract by \$50,980.00.

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney  
and Director of Law

MKEC ENGINEERING CONSULTANTS, INC.

\_\_\_\_\_  
(Name & Title)

ATTEST:

\_\_\_\_\_

September 10, 2014

Mr. Shawn Mellies, P.E.  
Chief Design Engineer  
City of Wichita  
455 N. Main, 7<sup>th</sup> Floor  
Wichita, KS 67202

Reference: Proposal for Supplemental Design Agreement  
21st Street Bridge at the Derby Refinery (Proj. No. 472-85120)

Dear Mr. Mellies:

Per the City's request, MKEC agrees to a change in design scope for the project noted above. MKEC proposes to perform the design of a single span bridge in lieu of a new reinforced box culvert at this location. The design change will require less excavation of contaminated soil and will eliminate working in contaminated groundwater thus significantly reducing construction costs. For more information related to the soil and groundwater contamination, please refer to my letter dated July 29, 2014. The scope of the proposed design changes are presented below:

- Design a demolition plan for portions of the existing structure that minimizes soil excavation and prevents contact with groundwater.
- Design of a support structure for portions of the existing culvert walls that will remain in place.
- Design of a new single span bridge approximately 55 feet long. The bridge will be designed to be constructed half at a time allowing at-least one lane of west-bound traffic during each phase of construction.
- Develop a project specific bridge excavation detail sheet in lieu of the KDOT standard detail. This sheet will help control and manage the quantity of soil being excavated during bridge construction.
- Design approach slabs with appropriate transition bridge rails on each side of the bridge.
- Design changes to the storm sewer system to accommodate the new bridge and approach slabs and to minimize the amount of trenching required for the system.
- Design an 8" water line to cross-connect the existing PVC 8" line to the 20" PCCP water line to the east of the bridge and abandon the existing 8" water line passing under the bridge on each side of the bridge.
- Design provisions to manage contaminated soils excavated for construction of the bridge, storm sewers and water lines.
- Prepare a Media Management Plan. This will be prepared by GSI Engineering and made part of the construction documents.
- Perform additional geotechnical engineering services required by KDOT as a result of the bridge design changing to a span bridge. This will be performed by GSI Engineering.

The additional work included in this supplemental agreement request will be performed in accordance with the requirements of the original contract. Submittal of final plans, supplemental specifications and construction cost estimate for the project, including supplemental items, will not be delayed due to the addition of the work described herein.

MKEC proposes a supplemental fee of \$50,980.00 to complete this work. At field check, MKEC estimated the project construction costs to be \$1,100,000. Our original design fee for the project is \$76,250.00; roughly 7.0% of the projected construction costs. We project an updated construction cost of \$1,650,000 based on the proposed improvement changes discussed above, and also includes the water line improvements. Adding the proposed supplemental fee to the original contract amount totals \$127,230.00. The supplemental fee includes \$3,000.00 for additional geotechnical exploration by GSI, \$3,000.00 for a Soil Management Plan to be prepared by GSI, and \$5,440.00 for redesign of the storm sewer system. Subtracting these items out of the proposed fee, the total becomes \$115,790.00 or roughly 7.0% of the projected construction costs. Based on this, the proposed supplemental fee of \$50,980.00 is reasonable.

Thank you for your consideration of this proposal. If you have any questions or wish to discuss the proposed design changes, please contact me.

Sincerely,

**MKEC ENGINEERING, INC.**



Jay Anglemeyer, P.E.  
Project Manager

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement for Emergency Power Generation (District III)

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

**AGENDA:** Consent

---

**Recommendation:** Approve the supplemental design agreement.

**Background:** On June 3, 2014, the City Council approved an agreement with Professional Engineering Consultants (PEC) for design of diesel generator standby power for Wastewater Treatment Plant 2. The concept design fee was \$20,000.

**Analysis:** The proposed supplemental agreement between the City and PEC provides for final design, bidding, and inspection services required to provide diesel generator standby power for Wastewater Treatment Plant 2.

**Financial Considerations:** The supplemental design fee is \$368,000, which brings the total design fee to \$388,000. Funding is available within the existing \$3,250,000 budget, which was approved by the City Council on January 14, 2014. The project will be funded by future revenue bonds or Sewer Utility cash reserves.

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

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

**Attachments:** Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT #1  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED June 3, 2014  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 3, 2014) between the two parties covering engineering services to be provided by the ENGINEER for Emergency Power Installation for WWTP Plant 1 and Plant 2.

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

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

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

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

B. PAYMENT PROVISIONS

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

The total of all payments shall not exceed \$368,000.

C. COMPLETION

The time period for the performance of ENGINEER's services is hereby amended in the Supplemental Scope of Services (Attachment A-1).

D. PROVISIONS OF THE ORIGINAL CONTRACT

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

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this 14th day of October, 2014.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, City Mayor

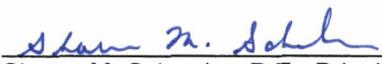
ATTEST:

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

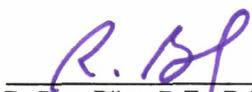
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Sharon Dickgraft, Interim City Attorney  
and Director of Law

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

  
\_\_\_\_\_  
Shawn M. Schrader, P.E., Principal

ATTEST:

  
\_\_\_\_\_  
R. Dan Biby, P.E., Principal

A. Scope of Services:

1. Project Description: This project shall consist of adding standby generators, transformers and paralleling gear to provide emergency standby power for Wastewater Treatment Plant #2. The project delivery method is design-bid-build.
2. General:
  - a) Minutes of meetings concerning design of this project.
  - b) Project design schedule and modifications to the design schedule made during project design.
3. Electrical engineering design including:
  - a) Conduct pre-design site visit to assess existing conditions.
  - b) Attend up to four design meetings with CLIENT.
  - c) Design electrical distribution system for emergency power to include:
    - 1) One-Line Diagrams
    - 2) Duct Bank Design
    - 3) Grounding.
    - 4) Electrical Details
    - 5) Panel Schedules
    - 6) Generator Sizing
    - 7) Design tie-ins to existing electrical distribution system.
  - d) Electrical Site Plan.
  - e) Design Grounding System.
  - f) Controls Design including Control Logic, Control Schematic and Control Schedules
  - g) Produce drawings and specifications for bidding and construction, sealed by an Engineer licensed in the State of Kansas.
  - h) Provide an Estimate of Probable Construction Costs based on the final design.
  - i) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
  - j) Review shop drawings for systems and elements designed by PEC.
  - k) Attend monthly construction meetings.
  - l) Perform one final review of construction installation and provide written final punch list.
4. Structural engineering design including:
  - a) Produce design drawings and calculations (submitted if required) for the code mandated gravity, wind, seismic loads, and agreed to special loadings for generators, transformers and paralleling gear. Design and drawings are limited to Basic Services as defined by "National Practice Guidelines for the Structural Engineer of Record" by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council). Specific elements being provided are as follows:
    - 1) Dimensioned foundation plans, equipment pad plans, details, and slab on grade.
    - 2) Construction phase services to include shop drawing review and review of delegated structural elements for compliance with criteria provided.
    - 3) Produce drawings and specifications for bidding and construction, sealed by an Engineer licensed in the State of Kansas.

- 4) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
  - 5) Review shop drawings for systems and elements designed by PEC.
  - 6) Perform one final review of construction installation and provide written final punch list.
5. Surveying Services including:
- a) Research existing files, review survey request, obtain record information for horizontal and vertical control,
  - b) Set horizontal control and topographic data collection points related to City of Wichita- Sedgwick Co. CORS, set and or confirm 3 Bench Marks in the project area related to NAVD 88 vertical datum.
  - c) Collection of topographic data in the project area, obtain flow line information of all gravity sewers with access points or manhole covers.
  - d) Coordinate with City of Wichita plant representatives and KS-1-Call to obtain location of underground Sewers, Cables, Gas, Waterlines, etc.
  - e) Collect ground spot elevations to produce a one foot contour interval of the topographic survey area.
  - f) Locate both horizontally and vertically all visible improvements that may impact the design area.
6. Geotechnical Services including:
- a) A geotechnical study will be conducted and will include two exploratory borings to 15 feet and laboratory testing to determine index and engineering properties of selected samples. Anticipated testing includes moisture content, Atterberg Limits, dry unit weight, material finer than the 200 sieve, and unconfined compressive strength.
  - b) Geotechnical engineering report rendering earthwork, shallow foundation, settlement, and pavement design recommendations.
7. Civil Engineering Design Services including:
- a) An Existing Conditions Plan identifying pre-construction conditions based on an on the ground topographic survey of the subject area.
  - b) A Geometry Plan will be prepared for the site to identify the limits of proposed pavement and project stake-out coordinates.
  - c) A Paving Plan will identify the limits of pavement and curbs as well as parking spaces. A typical pavement section will be included to establish subgrade preparation, pavement strength and thickness in accordance with the Geotechnical Report. Paving and jointing details will be prepared, as well as a jointing plan for concrete pavement.
  - d) A Grading Plan establishing finish floor elevations for the proposed equipment pads as well as proposed spot elevations and contours in the drives, parking area, and any other disturbed area, as necessary, for positive drainage away from the proposed improvements.
  - e) Plan and Profiles of the proposed ductbank will be prepared. Ductbank routing, structure locations and detail, and ductbank sections shall be coordinated with Electrical Engineer
  - f) A Private Project Drainage Plan (PPD) will be prepared to address management of storm water runoff in accordance with the City of Wichita Drainage Ordinance. The PPD will cover aspects related to storm water quality and management such as storm sewer piping, detention ponds, grading, water quality,

and flood control BMPs. The plan will include storm sewer improvements to collect and discharge site runoff water.

- g) A Storm Water Pollution Prevention Plan (SWPPP) will be prepared in accordance with the City of Wichita and Kansas Department of Health and Environment (KDHE) requirements. This plan will assist in the completion of the KDHE Notice of Intent Form.
  - h) Provide Engineer's opinion of Probable Construction Cost.
  - i) A Spill Prevention, Control, and Countermeasure (SPCC) Plan will be prepared for the diesel fuel storage to be installed as a part of this project.
  - j) Construction Services: Review submittal shop drawings of site related work and utilities. Attend three (3) construction progress meetings to review the work is in accordance with plans, specifications and permits. Attend a substantial and final completion project inspection.
  - k) Final Record Drawings: The Final Record (as-built) information will be added to the original PDF or signed Mylar plans. As-Built Drawing preparation will be based on plan markups from the contractor that provide actual construction information.
  - l) Produce drawings and specifications for bidding and construction.
  - m) All drawings produced by PEC will be sealed by an Engineer licensed in the State of Kansas.
  - n) Answer contractor questions during bidding and construction.
  - o) Coordination with CLIENT, design team, and City staff.
8. Permitting:
- a) PEC shall assist in the CLIENT with the submittal of the application for the KDHE Notice of Intent.
  - b) PEC shall submit the drainage plans to the City of Wichita for review and approval.
9. Construction Management and Observation
- a) Full time Construction Observation: Based on 180 calendar day construction period, with 50 hours per week of scheduled support. (1300 total hours)
  - b) Construction Materials Testing and Inspection.

**B. Responsibility of CLIENT:**

The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein.

- 1. Minutes of meetings concerning this project that PEC is not involved in.
- 2. Monthly construction schedule as provided by the contractor during the construction period.
- 3. Change order summary during the construction phase services.
- 4. Establish a testing and inspection plan that includes all code mandated special structural inspection be performed.
- 5. Landscaping and irrigation plans will be the responsibility of the CLIENT.
- 6. Drawings, studies, reports, and other information available pertaining to the existing building and site.

C. Exclusions:

The following shall be specifically excluded from the Scope of Services to be provided by PEC.

1. Mechanical Engineering Services.
2. Design of utilities to the project site.
3. Analysis of any existing utility systems.
4. Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to, including but not limited to, cladding, architectural elements, flag poles, tanks, vaults, shoring, and preparation of shop drawings.
5. Easement and right-of-way acquisition or vacation.
6. Plan review and permit fees.
7. Platting or zoning requirements.
8. Environmental assessments/clearances.
9. Travel outside Sedgwick County.
10. Construction Staking.
11. Franchise Utility Design.
12. Retaining or Screen Wall Design.
13. Preparation of Facility Response Plan.

# 14229-000 - COW WWTP 1 and 2 Emergency Power Design Schedule

ACTIVITY	PLAN START
Notice to Proceed	October 14, 2014
City Review: Proposed Site & Layout	November 5, 2014
City Review: 50% Review	November 21, 2014
City Review: 100% Review	December 19, 2014
Issue Bidding Drawings & Specs	January 2, 2015
Bidding and Contract Negotiation	January 4, 2015
<b>Construction</b>	<b>March 5, 2015</b>
<b>Projected Completion:</b>	<b>September 1, 2015</b>

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 2 for McCullough Excavation Contract - Emergency Water Line Installation in West Wichita (District V)

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

**AGENDA:** Consent

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**Recommendation:** Approve the change order.

**Background:** On May 6, 2014, the City Council approved the use of a design-build process to construct new water lines and provide service connections to existing water lines in an area of groundwater contamination identified by the Kansas Department of Health and Environment (KDHE). On May 15, 2014, a contract with McCullough Excavation was approved in the amount of \$506,857. On July 3, 2014, Change Order No. 1 was processed for internal record keeping purposes to align the encumbrances by separate locations within the project area. The contract completion time and cost were unaffected by the change order.

**Analysis:** A new water main being constructed with the project will connect to an existing valve at Second Street and Tyler Road. The depth and location of an existing electrical duct bank, storm sewer, and sanitary sewer in that area will require pavement replacement on Second Street, as well as additional bends and fittings on the new waterline. The waterline adjustments are estimated to cost \$3,269.

Additionally, the new water main crosses existing sanitary sewer lines in two locations where the required minimum separation distance of two feet is not available. To maintain proper safeguards and meet minimum separation requirements, casing pipe must be installed around the new waterline. The estimated cost of the casing pipe is \$3,912.

The proposed change order also provides adjustment of measured quantity bid items based on final field measurements, and restoration of irrigation systems that are in conflict with new waterline construction. The quantity adjustments total \$9,569 and the irrigation repairs total \$1,568. No adjustment of contract completion time is necessary.

**Financial Considerations:** The total cost of the change order is \$18,318, bringing the total contract amount to \$525,175. The change order represents 3.6% of the original contract amount, which is within the 25% of contract cost limit set by City Council policy. Funding is available in the existing budget, which was approved by the City Council on June 3, 2014. A portion of the change order is funded by the KDHE (\$10,890) and the remainder (\$7,418) is funded by the Water Utility.

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

**Recommendations/Actions:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 2.



To: McCullough Excavation

Project: Water Distribution System  
Emergency Installation Ph1 (Project A)

Change Order No.: 2  
Purchase Order No.: 440453

Project No.: 448-90632  
OCA No.: 635827, 635825  
PPN: 754072

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately three weeks for approval.

CHANGE ORDER TOTAL: \$18,317.55

**CHARGE TO OCA No.:635827**

Please perform the following work at a cost not to not to exceed: \$7,417.80  
\$7,417.80 OCA 635827 – Paid by Water Utilities

**CHARGE TO OCA No.:635825**

Please perform the following work at a cost not to not to exceed: \$10,899.75  
\$10,899.75 OCA 635825 – Paid by Kansas Department of Health & Environment

**Additional Work:** Adjustment of measured bid items

**Reason for Additional Work:** Adjust measured quantity bid items based on final field measurements.

(635827) Negotiated/

Line #	KDOT #	Item	Bid	Qty	Unit Price	Extension
11	N.A.	Pipe, WL 12"	Bid	3 lf	79.00	237.00

**Additional Work:** Adjustments to water line to avoid existing utilities.

**Reason for Additional Work:** The new twelve-inch water main connects into an existing valve at 2<sup>nd</sup> N. and Tyler Rd. The depth and location of an existing electrical duct bank, storm sewer, and sanitary sewer require pavement replacement on 2<sup>nd</sup> Street, along with additional bends and fittings on the new waterline.

(635827) Negotiated/

Line #	KDOT #	Item	Bid	Qty	Unit Price	Extension
New	N.A.	Waterline adjustment	Negot'd	1 LS	3,269.20	3,269.20

**Additional Work:** Install casing pipe on waterline for contamination separation.

**Reason for Additional Work:** The new twelve-inch water main crosses existing sanitary sewer lines at two locations. Existing utilities prevent the contractor from obtaining two feet of separation requiring HDPE casing for contamination separation.

(635827) Negotiated/

Line #	KDOT #	Item	Bid	Qty	Unit Price	Extension
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New N.A. Casing Pipe Installation Negot'd 1 LS 3,911.60 3,911.60

**Additional Work:** Adjustment of measured bid items

**Reason for Additional Work:** Adjust measured quantity bid items based on final field measurements.

(635825)

**Negotiated/**

<b>Line #</b>	<b>KDOT #</b>	<b>Item</b>	<b>Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
4	N.A.	Pipe, WL 8"	Bid	133 lf	51.25	6,816.25
6	N.A.	Valve Assembly, 8"	Bid	1 ea	2,516.00	2,516.00

**Additional Work:** Irrigation Restoration

**Reason for Additional Work:** Restore irrigation systems that conflict with waterline construction.

(635825)

**Negotiated/**

<b>Line #</b>	<b>KDOT #</b>	<b>Item</b>	<b>Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
New	N.A.	Irrigation repair	Negot'd	1 LS	1,567.50	1,567.50

CIP Budget Amount:	\$224,000.00 (635827)	Original Contract Amt.:
	\$506,857.00	
	<b>\$1,360,000.00 (635825)</b>	
Consultant: Design-Build (635827)		Current CO Amt.: ..... \$18,317.55
<b>Total Exp. &amp; Encum. To Date:</b> .....	\$114,789.63	<b>Amt. of Previous CO's</b> ..... \$0.00
<b>CO Amount:</b> .....	\$7,417.80	<b>Total of All CO's:</b> ..... \$18,317.55
<b>Unencum. Bal. After CO:</b> .....	\$101,792.57	<b>% of Orig. Contract / 25% Max.:</b> ..... 3.61%
		<b>Adjusted Contract Amt.:</b> ..... \$525,174.55
<b>(635825)</b>		
<b>Total Exp. &amp; Encum. To Date:</b> .....	\$1,152,446.14	
<b>CO Amount:</b> .....	\$10,899.75	
<b>Unencum Bal After CO:</b>	\$196,654.11	

**Recommended By:** GB

**Approved:**

\_\_\_\_\_  
Steve Degenhardt, P.E. Date  
Construction Division Manager

\_\_\_\_\_  
Gary Janzen, P.E. Date  
City Engineer

**Approved:**

**Approved**

\_\_\_\_\_  
Contractor Date

\_\_\_\_\_  
Alan King Date  
Director of Public Works & Utilities

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Sharon L. Dickgrafe Date  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Carl Brewer Date  
Mayor

**Attest:** \_\_\_\_\_

City Clerk

**City of Wichita  
City Council Meeting  
October 14, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 4 for Duling Construction Contract - Emergency Water Line Installation in West Wichita (District V)

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

**AGENDA:** Consent

**Recommendation:** Approve the change order.

**Background:** On May 6, 2014, the City Council approved the use of a design-build process to construct new water lines and provide service connections to existing water lines in an area of groundwater contamination identified by the Kansas Department of Health and Environment (KDHE). On May 15, 2014, a contract with Duling Construction was approved in the amount of \$386,270. The following change orders have been approved by the City Council for this project to date:

No.	Date Approved	Provided	Cost
1	June 3, 2014	Construction of a water line on three additional streets added to the project area by the KDHE.	\$244,010
2	June 17, 2014	Construction of a water line on Rolling Hills Court as requested by petition.	\$56,775
3	September 24, 2014	Alignment of encumbrances.	\$0
Original contract			\$386,270
Total revised contract cost			\$687,055

**Analysis:** Change Order No. 4 will provide adjustment of measured quantity bid items based on final field measurements.

**Financial Considerations:** Quantity adjustments totaling \$11,445 are required for the portion of the work that is funded by the KDHE, and a deductive adjustment totaling \$601 is required for the portion of the work funded by the City. The net cost of the change order is \$10,844 and will be paid for by the KDHE-funded portion of the budget, which was approved by the City Council on June 3, 2014. The total revised contract amount is \$697,899.

The additional work provided in Change Orders 1 and 2 was added to the original contract as change orders for the purpose of expediting the process of providing a safe water source for the residents in the affected areas. Both were competitively bid as design-build projects, with Duling Construction submitting the lowest qualified bid. Change Order No. 3 was processed for internal record keeping purposes only. Change Order No. 4 is a true adjustment of the original contract and represents 2.8% of the original cost, which is within the 25% of contract cost limit set by City Council policy.

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

**Recommendations/Actions:** It is recommended that the City Council approve the change order and authorize the necessary signatures.

**Attachments:** Change Order No. 4.



To: Duling Construction Co., Inc.

Project: Water Distribution System  
Emergency Installation Ph2 (Project B)

Change Order No.: 4  
Purchase Order No.: PO440454

Project No.: 448-90632a / 448-90635  
OCA No.: 635825 / 735507  
PPN: 754072 / 470180

Work for this Change Order cannot be completed until approved by all. Contractor should expect approximately 3 weeks for approval.

CHANGE ORDER TOTAL: **\$10,844.00**

**CHARGE TO OCA No.: 635825**

Please perform the following work not to exceed: \$11,445.00  
\$11,445.00 OCA 635825 – Paid by Kansas Department of Health and Environment

**CHARGE TO OCA No.: 735507**

Please perform the following work not to exceed: (\$601.00)  
(\$601.00) OCA 735507 – Paid by Special Assessment

**Additional Work:** Final adjustment of measured bid items for water line construction  
**Reason for Additional Work:** Adjust measured quantity bid items based on final field measurements.

(635825)

Negotiated/

Line	#KDOT #	Item	Bid	Qty	Unit Price	Extension
4, 18, 33	N.A.	Pipe WL, 8"	Bid	(104 lf)	\$48.00	(\$4,992.00)
11	N.A.	Pipe WL, 8"	Bid	(281 lf)	\$34.00	(\$9,554.00)
5	N.A.	Fire Hydrant Assembly	Bid	(1 ea)	\$4,000.00	(\$4,000.00)
7, 20	N.A.	Service and Meter	Bid	15 ea	\$950.00	\$14,250.00
27	N.A.	Pipe, WL 4"	Negot'd	151 lf	\$48.00	\$7,248.00
29	N.A.	Valve Assembly, 4"	Negot'd	1 ea	\$525.00	\$525.00
30	N.A.	Anchor Coupling for 8" valve restraints	Negot'd	3 ea	\$185.00	\$555.00
31	N.A.	90° Bend, DICL, with restraints/fittings	Negot'd	2 ea	\$468.00	\$936.00
35	N.A.	Blow off Assembly, 2"	Negot'd	3 ea	\$950.00	\$2,850.00
36	N.A.	FH Extensions	Negot'd	3 ea	\$450.00	\$1,350.00
37	N.A.	BMP, Silt Fence, Temporary	Negot'd	151 lf	\$2.00	\$302.00
38	N.A.	BMP, Erosion Mat, Temporary	Negot'd	35 sy	\$5.00	\$175.00
39	N.A.	Irrigation Repair	Negot'd	1 LS	\$675.00	\$675.00
40	N.A.	Pipe, WL 8", DICL	Negot'd	15 lf	\$75.00	\$1,125.00
						<b>TOTAL: \$11,445.00</b>

(735507)

Negotiated/

Line	#KDOT #	Item	Bid	Qty	Unit Price	Extension
24	N.A.	Pipe WL, 8"	Bid	(85 lf)	\$48.00	(\$4,080.00)
26	N.A.	Valve Assembly, 8"	Bid	(1 ea)	\$1,395.00	(\$1,395.00)
28	N.A.	Pipe, WL 4"	Negot'd	72 lf	\$48.00	\$3,456.00
32	N.A.	90° Bend, DICL, with restraints/fittings	Negot'd	1 ea	\$468.00	\$468.00
35	N.A.	Blow off Assembly, 2"	Negot'd	1 ea	\$950.00	\$950.00

**TOTAL: (\$601.00)**

<b>CIP Budget Amount:</b>	<b>\$1,360,000.00 (635825)</b>	<b>Original Contract Amt.:</b>	<b>\$386,270.00</b>
	<b>\$ 60,000.00 (735507)</b>		
<b>Consultant: Design-Build (635825)</b>		<b>Current CO Amt.:</b>	<b>\$10,844.00</b>
<b>Exp. &amp; Encum. To Date:</b>	<b>\$1,099,640.48</b>	<b>Amt. of Previous CO's:</b>	<b>\$300,785.00</b>
<b>CO Amount:</b>	<b>\$11,445.00</b>	<b>Total of All CO's:</b>	<b>\$311,629.00</b>
<b>Unencum. Bal. After CO:</b>	<b>\$248,914.52</b>	<b>% of Orig. Contract / 25% Max.:</b>	<b>80.67%</b>
		<b>Adjusted Contract Amt.:</b>	<b>\$697,899.00</b>
<b>(735507)</b>			
<b>Exp. &amp; Encum. To Date:</b>	<b>\$56,800.00</b>		
<b>CO Amount:</b>	<b>(\$601.00)</b>		
<b>Unencum. Bal. After Co:</b>	<b>\$3,801.00</b>		

**Recommended By: GB**

**Approved:**

\_\_\_\_\_  
Steve Degenhardt, P.E.      Date  
Construction Division Manager

\_\_\_\_\_  
Gary Janzen, P.E.      Date  
City Engineer

**Approved:**

**Approved**

\_\_\_\_\_  
Contractor      Date

\_\_\_\_\_  
Alan King      Date  
Director of Public Works & Utilities

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Sharon L. Dickgrafe      Date  
Interim Director of Law and City Attorney

\_\_\_\_\_  
Carl Brewer      Date  
Mayor

**Attest:** \_\_\_\_\_  
City Clerk

Revised 10-13-2014

**City of Wichita  
City Council Meeting  
October 14, 2014**

**TO:** Mayor and City Council

**SUBJECT:** 2013 Community Services Block Grant Budget Adjustment

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

**Recommendation:** Approve the 2013 Community Services Block Grant (CSBG) request for change in scope and budget adjustment and authorize the necessary signatures.

**Background:** Community Services Block Grant Funds (CSBG) are allocated through the U.S. Department of Health and Human Services (HHS) to support programs that address the needs of persons with low incomes. In Kansas, CSBG funds are administered by the Kansas Housing Resources Corporation (KHRC) and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been designated as a CAP and has received CSBG funding for Wichita and Sedgwick County. The Housing and Community Services Department administers the local CSBG program through the Wichita Sedgwick County Community Action Partnership (WSCCAP), formerly Career Development Office.

Funding is provided to the WSCCAP following KHRC approval of an application which designates categories of use for the funds. The City Council authorized staff to submit an application for the 2013 CSBG program on February 12, 2013. The application included allocations of \$28,794 for operating costs at Neighborhood City Halls; \$202,000 for an Employment and Training contract to provide job readiness training and employment services for adults 18 and older; \$225,000 to Project Access to provide prescription assistance and durable medical equipment to uninsured persons; and \$445,348 to provide case management and supportive services to CSBG eligible individuals and families. The KHRC approved the application and awarded a grant of \$998,259 with an ending date of September 30, 2014.

**Analysis:** In late August, WSCCAP staff was contacted by Project Access and Workforce Alliance and each advised that they would not be able to fully expend the contract amounts which were allocated from the City's 2013 CSBG funds. Project Access reported a decrease in client enrollments and Workforce Alliance cited the reduced time frame within which clients were referred for services and services could be delivered, as reasons for their inability to fully expend their contract funds. Staff estimates an unexpended balance of up to ~~\$117,000~~ **\$124,000** (\$27,000 from Project Access and ~~\$90,000~~ **\$97,000** from Workforce Alliance). The exact amounts will be known when the City financial records through September 30, 2014, are available.

The following proposal is based on the CSBG 18 month funding schedule, which begins in April of a given year and extends through September of the following year. For example, the funding schedule for the 2013 allocation was April, 2013 through September, 2014. The City has 60 days beyond September 30 within which to reconcile expenditures. Similarly, 2014 funds must be expended between April 2014 and September 2015.

In order to fully expend the remaining 2013 funds, staff proposes a change in Program Scope which would include the 2013 Summer Activity Camp. The Summer Activity Camp funding was not included in the original 2013 budget. Instead, those camps were funded with the 2014 allocation. (The expenditure

schedule for 2014 funds is April 1, 2014 through September 30, 2015). The proposed modification serves two purposes. It allows the City to fully expend the 2013 funds by charging 2014 camp expenses to that budget. And it frees 2014 camp allocation to support the costs of the 2015 summer camps.

The staff proposal also includes utilizing remaining unspent FFY 2013 funds for allowable costs in the Individual and Family Development (IFD) program, specifically personnel costs for six WSCCAP staff, client supportive services, materials and supplies for August and September.

Administrative Regulation 2.4 requires City Council approval of budget adjustments which reflect a substantial program or financial change in excess of \$25,000. In addition to City Council approval, this budget adjustment and Request for Change in Scope also requires re-submission to the KHRC. City staff has contacted KHRC and made them aware of the pending request. KHRC has agreed to accept the request following Council approval.

**Financial Considerations:** No general operating funds from the City's budget are obligated by the request for change in scope or budget adjustments.

**Legal Considerations:** The Law Department has approved the request for change in scope process as to form.

**Recommendation/Action:** It is recommended that the City Council approve the 2013 Community Services Block Grant (CSBG) request for change in scope and budget adjustment and authorize the necessary signatures.

**Attachments:** Request for Change in Scope Summary and Community Action Plan.

City of Wichita – Wichita Sedgwick County Community Action Partnership (WSCCAP)  
Request for Change in Scope to FFY 2013 CSBG Grant Program Activities

In order to fully expend the FFY CSBG 2013 grant funds, WSCCAP proposes a change in program scope for the FFY CSBG 2013 Grant program activities. Due to reduced federal funding in 2013, Summer Activity Camp was not included as one of the programs to be funded. However, Summer Activity Camp was funded with the FFY 2014 CSBG grant funds in the amount of \$50,000. The expenditure schedule for FFY 2014 funds is April 1, 2014 through September 30, 2015. The funds allocated for FFY 2014 were expended with Summer Activity Camp summer of 2014. The proposed modification serves two purposes. It allows the City to fully expend the 2013 funds by charging 2014 expenses to that budget. And it frees 2014 camp allocation to support the costs of the 2015 summer camps.

Partnership continues between the City of Wichita Parks and Recreation, Wichita Police Department, Office of Community Engagement departments and WSCCAP to address the need to combat juvenile crime. Activity Camps are offered to children ages 6-14. The program emphasizes education and the development of healthy social skills through adult supervised activities and mentoring adults.

CSBG provided scholarships for 162 youth to attend Summer Activity Camp from May 27 through July 25, 2014. The cost for Summer Activity Camp was \$50,270 which is what is being proposed for FFY CSBG 2013. Staff anticipated providing scholarships to 160 youth, but was able to accommodate 162 youth.

Attached is the Community Action Plan addressing the program costs as well as the needs and outcomes of the program.

Attachment

**MODIFIED LOGIC MODEL – COMMUNITY ACTION PLAN**

Project Title: Summer Activity Camp Key Personnel: WSCCAP Program Manager, Fiscal Specialist

Total Estimated Cost: \$103,600 Est. Cost to CSBG: \$50,270 Est. % of Agency’s CSBG Allocation: 5.03%

Overarching National Goal: **6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.**

<p>Situation/Needs Statement (Family, community and agency need(s) drawn from agency assessments – data driven.)</p>	<p>According to the 2013 United Way Needs Assessment, there were 1,677 juvenile arrests along with 2,059 other juvenile offenses in Wichita in 2012.</p>
<p>Activities/Interventions (The strategies that will be deployed to impact the situation. Define the volume/scope of activity/work.)</p>	<p>Partnership continues between the City of Wichita Parks and Recreation, Wichita Police Department, Neighborhood City Hall departments and WSCCAP to address the need to combat juvenile crime. Activity Camps are offered to children ages 6-14. The program emphasizes education and the development of healthy social skills through adult supervised activities and mentoring adults.</p>
<p align="center">This approach is: <input checked="" type="checkbox"/> Evidence Based<sup>1</sup>    <input checked="" type="checkbox"/> Evidence Informed<sup>2</sup>    <input type="checkbox"/> Neither Evidence Based or Evidence Informed</p>	
<p>Outcome(s) (What is expected to happen; what changes will be observable; what will be the result?)</p>	<ul style="list-style-type: none"> <li>• 160 Youth will avoid risk taking behavior (evidence based)</li> <li>• 160 Youth will Improve Health &amp; Physical Development (evidence informed)</li> <li>• 160 Youth will Improve Social/Emotional Development (evidence informed)</li> </ul>
<p>Evaluation (How can the outcome/result be proven? How will the agency know what happen?)</p>	<p>Data is collected from Park and Rec staff and entered into the CAP60 database system for generation of reports. Wichita Police Department will provide crime statistics of areas in proximity of the camps after camps conclude.</p>
<p>Measurement Tool(s) (Identify the type of tool(s) used to collect/measure the outcome.)</p>	<p>Outcomes will be evaluated against the ROMA goals and entered into excel spreadsheets and the CAP60 database.</p>
<p>Data Sources/Collection Procedures (Describe the sources of data, how it's collected &amp; identify responsible staff position.)</p>	<p>Spreadsheets/reports from Park and Rec, crime statistics provided by Wichita Police Department.</p>
<p>Frequency of Data Collection</p>	<p>Data will be collected monthly while Camp is in session.</p>

Efficacy Statement (What evidence guides the agency to believe that the defined activities/interventions will measurably impact the situation?): For the goal involving youth and risk-taking behavior: The partnership between the Police Department and Parks and Recreation Department has resulted in an innovative practice that utilizes strategies to reduce criminal activity within the neighborhood area and keep low income youth engaged during the summer season. The Police Dept. has been selected as a winner of the Webber Seavey Excellence in Law Enforcement Award for the Activity Camp for Kids program which began in the Planeview area of Wichita. The department is the only law enforcement agency in the world to garner Webber Seavey Award recognition three times. Data indicates that the interaction between law enforcement officers and youth plays an important role in keeping crime down by focusing on positive structured activities. Also, in previous years, outcome data has shown a decrease in juvenile crime rates in the neighborhoods in proximity to the parks where the Camps occur during the 8 week program period. When it comes to improved health and physical development and social/emotional development: According to the American Camp Association website <http://www.acacamps.org/campmag/0609research> “Matched t-tests were used to compare the pre-and-post data from the campers. Positive change occurred in the four domains of personal identity, social skills, personal values, and physical/cognitive (thinking) skills. Statistically significant positive change was found in six of the ten constructs measured (i.e., adventure/exploration skills, making friends, positive identity, independence, leadership, and spirituality).”

<sup>1</sup>Evidence-Based Practice - Approaches to prevention or treatments that are validated by some form of documented scientific evidence. These could be findings established through scientific research, such as controlled clinical studies or other comparable and rigorous methods.

<sup>2</sup>Evidence-Informed Practice - Approaches that use the best available research and practice knowledge to guide program design and implementation within context. This informed practice allows for innovation and incorporates the lessons learned from the existing research literature.

*[Copy and extend the form as necessary.]*

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** 2015 Kansas Department of Transportation (KDOT) Intelligent Transportation System (ITS) Set-Aside Project

**INITIATED BY:** Wichita Police Department

**AGENDA:** Consent

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**Recommendation:** Approve the 2015 grant award.

**Background:** The 2015, ITS Set-Aside Project is administered by the Kansas Department of Transportation. On July 8, 2013, the Wichita Police Department officially submitted an application for ITS Set-Aside funds for the purchase of a “Forensic Mapping System” including a robotic Total Station, mapping software, computer equipment and training. This forensic mapping system will be used by the Wichita Police Department Critical Accident Team to document serious injury and fatality traffic collisions within our City.

A robotic Total Station is a surveying instrument that can be used by a single operator to precisely measure evidence over a large area. It can measure much more quickly than the instrument currently in use. The software is then used to process the data collected by the Total Station into a three dimensional CAD drawing for presentation and analysis. This software will also be able to further process data from the Leica Scanstation in use by the Crime Scene Investigation Unit. While primarily intended for use in traffic collisions, this system will also assist other specialized units throughout the Wichita Police Department including the Crime Scene Investigation Unit and Explosive Ordinance Disposal Unit. In addition to crash investigations it can be used to document and analyze crime and post-blast scenes in conjunction with the Leica Scanstation to “bridge” scenes separated by long distances.

The grant application was submitted in order to meet the deadline, pursuant to authority under Administrative Regulation 2.4, where delay would invalidate the grant. The funding is for the State fiscal year 2015, beginning July 1, 2014.

**Analysis:** A robotic Total Station will speed scene documentation as well as the efficiency and productivity of investigators. This will aid in quicker clearance of major highway incidents and reduce their adverse effects to the motoring public and economic impact to our community. The mapping software will result in more accurate and visually compelling presentation of evidence to prosecutors, judges, and ultimately juries.

**Financial Considerations:** The total grant award is for up to \$45,000 which will be used to reimburse the City of Wichita for 100% of the purchase price of a robotic Total Station, related equipment (tripods, data collector, etc.), computer, associated software and training.

**Legal Considerations:** The Award and Agreement have been reviewed and approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the City Council approve the 2015 (ITS) Set-Aside Project.

**Attachments:** Kansas Department of Transportation and Wichita Police department Agreement.

PROJECT NO. KA-3593-01  
INTELLIGENT TRANSPORTATION SYSTEMS (ITS) SET-ASIDE PROGRAM  
WICHITA POLICE DEPARTMENT

**A G R E E M E N T**

This Agreement is between **MICHAEL S. KING, Secretary of Transportation, Kansas Department of Transportation (KDOT)** (the "Secretary") and the **Wichita Police Department ("WPD")**, collectively, the "Parties."

**RECITALS:**

- A. The WPD has applied for and the Secretary has approved the WPD's Intelligent Transportation Systems (ITS) Set-Aside Project for State Fiscal Year 2015, the Project being as further described in this Agreement.
- B. The Secretary is empowered by the laws of Kansas to enter into agreements for the development of such projects, and the Secretary is authorized to administer funds for such projects.
- C. The Parties desire to enter into this Agreement to participate in the cost of the Project by use of state and local funds.

**NOW THEREFORE**, the Parties agree as follows:

**ARTICLE I**

**DEFINITIONS:** The following terms as used in this Agreement have the designated meanings:

- 1. "**Agreement**" means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
- 2. "**Contractor**" means the entity awarded the construction contract for the Project, if applicable, and any subcontractors working for the Contractor with respect to the Project.
- 3. "**Effective Date**" means the date this Agreement is signed by the Secretary or the Secretary's designee.
- 4. "**KDOT**" means the Kansas Department of Transportation, an agency of the state of Kansas, with its principal place of business located at 700 SW Harrison Street, Topeka, KS, 66603-3745.
- 5. "**Non-Participating Costs**" means the costs of any items or services which the Secretary, reasonably determines are not eligible expenses for reimbursement.
- 6. "**Participating Costs**" means expenditures for items or services which are an integral part of ITS projects, as reasonably determined by the Secretary

7. **“Parties”** means the Secretary of Transportation and KDOT, individually and collectively, and the WPD.
8. **“Project”** means Robotic Total Station and related equipment, and is the subject of this Agreement.
9. **“Project Application”** means the WPD’s ITS Set-Aside Project final Application for Fiscal Year 2015 as approved by the Secretary for ITS Set-Aside funding assistance for the Project.
10. **“Right of Way”** means the real property and interests therein necessary for construction of the Project, including fee simple title, dedications, permanent and temporary easements, and access rights, as shown on the plans.
11. **“Secretary”** means Michael S. King, in his official capacity as Secretary of Transportation of the state of Kansas, and his successors.
12. **“Utility” or “Utilities”** means all privately, publicly or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, and other similar commodities, including non-transportation fire and police communication systems which directly and/or indirectly serves the public.
13. **“Vendor”** means the entity awarded the contract to provide goods or services for the Project through the WPD’s documented procurement method.
14. **“WPD”** means the Wichita Police Department.

## ARTICLE II

### SECRETARY RESPONSIBILITIES:

1. **Fiscal Year Allocation.** The Secretary has allocated ITS Set-Aside funds from state fiscal year 2015 for the Project.
2. **Reimbursement of Project Costs.** In accordance with the ITS Set-Aside Project guidelines, the Secretary agrees to reimburse the WPD for hundred percent (100%) of the total actual and eligible costs incurred by the WPD for the Project, but not to exceed \$45,000.00 for the Project. The Secretary shall not be responsible for the total actual costs that exceed \$45,000.00 for the Project.
3. **Reimbursement Payments.** The Secretary agrees to make such payment to the WPD as soon as reasonably possible after the Project is completed and upon receipt of proper billing and the final report to be submitted pursuant to Article III, paragraph 8.

**ARTICLE III**

**WPD RESPONSIBILITIES:**

1. **Incorporation of Project Application.** The WPD shall undertake and complete the Project in conformance with the WPD's Project Application, which is incorporated into this Agreement by this reference, and in accordance with the terms and conditions of this Agreement.
  
2. **Design, Procurement, and Administration.** The WPD will prepare the plans, if required for the Project, the Project specifications, if required for the Project, and the Project cost estimate. The WPD will procure the system for the Project consistent with the WPD's documented procurement methods, deploy the Project in accordance with the plans and specifications, if applicable, test the system, participate in Vendor provided training and administer both the Project and the payments due the Vendor or the Contractor, including the portion of cost borne by the Secretary. The WPD shall separate and list apart the Participating Cost procurement items from the Non-Participating procurement items on final plans and procurement documents. The WPD will furnish KDOT's ITS Program Manager with a list of all Participating Cost items to be used in the Project. If the WPD submits an incomplete list of all Participating Cost items to be used in the Project, the incomplete list will be returned to the WPD, resulting in possible delay in reimbursement payments to the WPD.
  
3. **Equipment Procurement and Contract Award.** The WPD will purchase equipment for the Project as described in the Project Application. The WPD will furnish to KDOT's ITS Program Manager one (1) invoice showing the quantity and type of equipment purchased for the Project. The WPD shall inform KDOT's ITS Program Manager in writing of the date the contract is awarded, if applicable, and the total contract amount within two weeks of the award.
  
4. **Submission of Plans to Secretary.** If requested, the WPD shall furnish to KDOT's ITS Program Manager one (1) set of completed plans and/ or specifications for the Project.
  
5. **General Indemnification.** To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the WPD shall defend, indemnify, hold harmless, and save the Secretary and the Secretary's authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the WPD, the WPD's agents, employees, or subcontractors. The WPD shall not be required to defend, indemnify, hold harmless, and save the Secretary for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.
  
6. **Indemnification by Vendor/Contractor.** The WPD will require the Vendor and Contractor to indemnify, hold harmless, and save the Secretary and the WPD from personal injury and property damage claims arising out of the act of omission of the Vendor or Contractor, their agents, subcontractors (at any tier), or suppliers (at any tier). If the Secretary or the WPD defends a third party's claim, the Vendor or Contractor, as the case may be, shall indemnify the Secretary and the WPD for damages paid to the third party and all related expenses either the Secretary or the WPD or both incur in defending the claim.
  
7. **Movement of Utilities.** The WPD will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all Utilities, publicly or privately

owned, which may be necessary for construction of the Project in accordance with the approved plans. The expense of such removal or adjustment of the Utilities shall be borne by the Utility owner or the WPD.

8. **Reports.** The WPD will submit to the Secretary a final report, which will include a summary of Project deployment and expected outcomes, no later than six months following completion of the Project.

9. **Existing Right of Way.** The Project may be operated and/ or installed within the limits of any existing Right of Way either owned by the WPD or KDOT. Use of KDOT Right of Way for the Project may be requested and granted by permit only, in accordance with KDOT policies.

10. **Inspections.** During the Project deployment, representatives of the Secretary, if the Secretary deems necessary, may make periodic inspections of the Project and the records of the WPD as may be deemed necessary or desirable. The WPD will accomplish or direct or cause its Vendors, Contractors, or subcontractors to accomplish any corrective action or work required by the Secretary's representatives as needed for state participation. The Secretary does not undertake (for the benefit of the WPD, its Vendors, Contractors, subcontractors, or any third party) the duty to perform the day to day detailed monitoring of the Project, or to catch any errors, omissions, or deviations from the Project's scope of work by the WPD or its Vendors, Contractors or subcontractors.

11. **Legal Authority.** The WPD shall take such administrative or legal steps as may be required to give full effect to the terms of this Agreement.

12. **Financial Obligation.** The WPD will be responsible for zero percent (0.0%) of the total actual costs incurred, up to \$45,000.00. In addition, the WPD agrees to be responsible for one hundred percent (100%) of the total actual costs of the Project that exceed \$45,000.00. Further, the WPD agrees to be responsible for one hundred percent (100%) of all Non-Participating Costs incurred for the Project.

13. **Completion of Project.** The WPD will complete the project by **June 30, 2017**. If the project is not completed by that date, funding will be revoked. The WPD may request in writing that the project completion date be extended. Any extension must be granted by the Secretary in writing.

14. **Reimbursement Request.** The WPD shall not request any reimbursement or other payments from the Secretary for the Project prior to **July 01, 2014**. The WPD will request payment from the Secretary after the WPD has paid the Contractor or Vendor in full. No later than six (6) months after completion of the Project, the WPD will submit the payment request as a final billing along with the final report required pursuant to Article III, paragraph 8.

15. **Repayment Clause.** The WPD acknowledges and warrants equipment purchased under this Agreement shall be used in accordance within the Project scope detailed in the Project Application. If the equipment is not being used during its customary useful life under industry standards or not in accordance with the Project scope, the WPD shall reimburse the Secretary for the cost of such equipment less any depreciation value. The WPD shall make payment within thirty (30) days after receiving notice from the Secretary for reimbursement of the purchase cost minus depreciation.

16. **Prior Costs Incurred.** The WPD shall be responsible for one hundred percent (100%) of any Project costs incurred by the WPD for the Project prior to the funding for the Project being authorized, obligated, and approved by the Secretary.

17. **Annual Project Audit.** The WPD will participate and cooperate with the Secretary in an annual audit of the Project. The WPD shall make its records and books available to representatives of the Secretary for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with state funds by the WPD for items considered Non-Participating Costs, the WPD shall promptly reimburse the Secretary for such items upon notification by the Secretary.

18. **Retention of Records.** The WPD shall maintain accounting records and other evidence pertaining to the costs incurred and to make the records available at its office at all reasonable times during the period of Agreement performance and for five (5) years thereafter. Such accounting records and other evidence pertaining to the costs incurred will be made available for inspection by the Secretary or the Secretary's authorized representatives, and copies thereof shall be furnished if requested.

19. **Accounting.** Upon request by the Secretary and in order to enable the Secretary to report all costs of the Project to the legislature, the WPD shall provide the Secretary an accounting of all actual Non-Participating Costs which are paid directly by the WPD to any party outside of the Secretary and all costs incurred by the WPD not to be reimbursed by the Secretary for any phase or any other major expense associated with the Project.

#### ARTICLE IV

##### GENERAL PROVISIONS:

1. **Incorporation of Final Plans.** The final design plans and specifications, if applicable, are by this reference made a part of this Agreement.

2. **Compliance with Federal and State Laws.** The Parties agree to comply with all appropriate state and federal laws and regulations applicable to this Project.

3. **Project Modifications.** Any of the following Project changes require the WPD to send a formal notice to the Secretary for approval:

- a. Fiscal year the Project is to be awarded;
- b. Project description;
- c. Project scope; or
- d. Project completion date.
- e. Project funding

It is further mutually agreed, any changes in the plans and specifications during deployment, require the Secretary's written approval.

4. **Civil Rights Act.** The "Special Attachment No. 1," pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

5. **Contractual Provisions.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

6. **Termination.** If in the judgment of the Secretary, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, the Secretary may terminate this Agreement at the end of its current fiscal year. The Secretary will participate in all costs approved by the Secretary incurred prior to the termination of the Agreement.

7. **Headings.** All headings in this Agreement have been included for convenience of reference only and are not be deemed to control or affect the meaning or construction or the provisions herein.

8. **Binding Agreement.** This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary and the WPD and their successors in office.

9. **No Third Party Beneficiaries.** No third party beneficiaries are intended to be created by this Agreement and nothing in this Agreement authorizes third parties to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be signed by their duly authorized officers as of the Effective Date.

ATTEST:

*September 24, 2014*

*Janet S. Messerschmidt*  
JANET S. MESSERSCHMIDT (Date)  
NOTARY PUBLIC  
STATE OF KANSAS  
My App. Exp. 10-13-2016

WICHITA POLICE DEPARTMENT

*William L. Younger*  
Authorized Official: Interim Chief of Police

Approved as to Form:

*Sharon L. Dickgrafe/Ed*

Sharon L. Dickgrafe, Interim City Attorney & Director of Law

Michael S. King, Secretary of Transportation  
Kansas Department of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

**CITY OF WICHITA**  
**City Council Meeting**  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Acquisition by Eminent Domain of Tracts Required for the Meridian – McCormick to Pawnee Improvement Project (District IV)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Adopt the resolution and place the ordinance on first reading.

**Background:** On November 5, 2013, the City Council approved the design for the improvement of Meridian from Pawnee to McCormick. The project calls for the improvement of Meridian to a five-lane roadway with a center turn lane, drainage improvements, new sidewalks on both sides of Meridian, the realignment of Orient at Meridian, and waterline improvements to serve surrounding residential neighborhoods. The project requires the partial acquisition of seven commercial or residential properties as well of the total acquisition of one residential tract.

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

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

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

**Recommendation/Action:** It is recommended that the City Council adopt the resolution; place the condemnation ordinance on first reading; and authorize the necessary signatures.

**Attachments:** Tract list, condemnation resolution and condemnation ordinance.

PUBLISHED IN THE WICHITA EAGLE ON OCTOBER 24, 2014

ORDINANCE NO. 49-848

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

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

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

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

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

A portion of Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 91; thence east along the south line of said Lot 91 a distance of 10.00 feet to a point of the east line of Meridian Avenue per Condemnation Case #53077 for a Point of Beginning; thence continuing east along the south line of said Lot 91 a distance of 20.00 feet; thence northwesterly a distance of 28.20 feet to a point on the east line of Meridian Avenue per said Condemnation Case #53077; thence south along the east line of Meridian Avenue per said Condemnation Case #53077 a distance of 20.00 feet to the Point of Beginning (Containing 200.0 Sq. Ft., more or less) and

A portion of Lot 1 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1 a distance of 10.00 feet for a Point of Beginning; thence continuing west along the north line of said Lot 1 a distance of 20.00 feet; thence southeasterly a distance of 28.32 feet to a point on the west line of Meridian Avenue per

Condemnation Case #53868, said point being 20.00 feet south of the NW of said Condemnation Case #53868; thence north along the west line of Meridian Avenue per said Condemnation Case #53868 a distance of 20.00 feet to the Point of Beginning (Containing 200.0 Sq. Ft., more or less) and

All of Lots 27, 29, and 31, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas, EXCEPT the West 10' taken with Condemnation Case A-53868 (Containing 9750.0 Sq. Ft., more or less) and

The east 10.00 feet of the west 20.00 feet of Lots 33 and 35, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas (Containing 500.1 Sq. Ft., more or less) and

The east 10.00 feet of the west 20.00 feet of Lots 43, 45, and 47, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas (Containing 695.0 Sq. Ft., more or less) and

The east 10.00 feet of the west 20.00 feet of Lots 37, 39, and 41, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas (Containing 750.0 Sq. Ft., more or less).

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

A portion of Lot 91 on Meridian Avenue in Stiles & Smith's Addition to Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 91; thence east along the south line of said Lot 91 a distance of 10.00 feet to a point of the east line of Meridian Avenue per Condemnation Case #53077; thence continuing east along the south line of said Lot 91 a distance of 20.00 feet for a Point of Beginning; thence continuing east along the south line of said Lot 91 a distance of 90.00 feet to the southeast corner of said Lot 91; thence north along the east line of said Lot 91 a distance of 5.00 feet; thence west parallel with the south line of said Lot 91 a distance of 87.95 feet; thence northwesterly a distance of 24.05 feet to a point 5.00 normally distant east of the east line of Meridian Avenue per said Condemnation Case #53077, said point being 22.05 feet normally distant north of the south line of said Lot 91; thence north parallel with the west line of said Lot 91 a distance of 2.99 feet to a point on the north line of said Lot 91; thence west along the north line of said Lot 91 a distance of 5.00' to a point on the east line of Meridian Avenue per said Condemnation Case #53077; thence south along the east line of Meridian Avenue per said Condemnation Case #53077 a distance of 5.00 feet; thence southeasterly a distance of 28.20 feet to the Point of Beginning (Containing 595.4 Sq. Ft., more or less) and

A portion of Lots 1 & 3 on Meridian Avenue in Garfield Park Addition to Wichita, Sedgwick County, Kansas described as commencing at the northeast corner of said Lot 1; thence west along the north line of said Lot 1 a distance of 30.00 feet for a Point of Beginning; thence continuing west along the north line of said Lot 1 a distance of 70.00 feet; thence south a distance of 5.00 feet to a point 90.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868; thence east parallel with the north line of said Lot 1 a distance of 67.93 feet; thence southeasterly a distance of 24.18 feet to a point 5.00 feet normally distant west of the west line of Meridian Avenue per Condemnation Case #53868, said point being 22.08 feet south of the north

line of said Lot 1; thence south parallel with the west line of Meridian Avenue per Condemnation Case #53868 a distance of 27.97 feet to a point on the south line of said Lot 3; thence east along the south line of said Lot 3 a distance of 5.00 to a point on the west line of Meridian Avenue per Condemnation Case #53868; thence north along the west line of Meridian Avenue per said Condemnation Case #53868 a distance of 30.00 feet; thence northwesterly a distance of 28.32 feet to the Point of Beginning (Containing 621.1 Sq. Ft., more or less) and

The east 5.00 feet of the west 25.00 feet of Lots 33 and 35, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas (Containing 250.0 Sq. Ft., more or less) and

The east 5.00 feet of the west 25.00 feet of Lots 43, 45, and 47, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas (Containing 347.5 Sq. Ft., more or less) and

The east 5.00 feet of the west 25.00 feet of Lots 37, 39, and 41, Block P, South University Place Addition, an addition to Wichita, Sedgwick County, Kansas (Containing 375.0 Sq. Ft., more or less)

Said easements will be for a term of three years or 60 days after project completion, whichever is earlier. Access shall be available to the subject properties throughout the easement term.

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

SECTION 4. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 21st day of, October 2014.

**CITY OF WICHITA**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

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Sharon L. Dickgrafe, Interim Director of Law

RESOLUTION NO. 14-301

A RESOLUTION DECLARING THE NECESSITY FOR ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY OF WICHITA IN CONNECTION WITH PLANNED IMPROVEMENT OF MERIDIAN AVENUE FROM MCCORMICK AVENUE TO PAWNEE AVENUE IN THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS;

WHEREAS, the governing body has previously authorized certain improvements for Meridian Avenue from McCormick Avenue to Pawnee Avenue project in the City of Wichita; and

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

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

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with the improvement of Meridian Avenue from McCormick Avenue to Pawnee Avenue.

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

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

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of October, 2014.

**CITY OF WICHITA:**

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sharon L. Dickgrafe, Interim Director of Law

**Meridian: Pawnee to McCormick**

**OCA 707060**

<b>Tract</b>	<b>Property Address</b>	<b>Tract Owner</b>	<b>Take Size in Sq. Ft.</b>	<b>Property Type</b>	<b>Comments</b>
1	1530 S Meridian	Chad & Danna Rasmussen	200 sf ROW & 595 sf TE	Commerical	Contract approved, title issue
4*	1611 S Meridian	Khalil & Gail Abdallah	200 sf ROW & 621 sf TE	Commerical	Counter offer pending
5*	1932 S Meridian	Tehnah Pham	Total take- 9750 sf site	Residential	Contract approved, title issue
6	1940 S Meridian	Martin & Kristy Lopez	500 sf ROW & 250 sf TE	Residential	Bad title
7	Lots 37, 39, & 41	WL & Jayma Graham	750 sf ROW & 375 sf TE	Vacant land	Counter offer pending
8	1956 S Meridian	WL & Jayma Graham	695 sf ROW & 347 sf TE	Vacant land	Counter offer pending

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Biofilter Odor Control Rehabilitation Project at Plant No. 2 (District III)

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

**AGENDA:** Consent

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**Recommendation:** Approve the sole source purchase of Biofilter media from Environmental Process Equipment Company.

**Background:** The Sewage Treatment Division implements a number of odor control measures including filtration, chemical treatment of the collection system, industrial pretreatment monitoring and timely investigation of odor complaints. This agenda item involves rehabilitation of the Biofilter, a system that filters odors at the headworks of Plant No. 2 near 57<sup>th</sup> Street South and Hydraulic. On December 17, 2013, the City Council approved reallocation of \$415,000 of Capital Improvement Program (CIP) funds to finance the Biofilter Rehabilitation Project which will improve odor control through construction of a new single basin and installation of odor control equipment and materials.

**Analysis:** The Plant No. 2 Biofilter functions to help control odors where raw sewage enters the head works of the plant. The existing Biofilter is past its expected lifecycle and needs to be replaced. The Plant No. 2 Biofilter Rehabilitation Project will provide construction of a new single earthen basin and installation of odor control equipment and materials. The new Biofilter will replace the existing woodchip media with a more efficient synthetic media. Performance of the new system will be measured, and based on removal of hydrogen sulfide gas – a major contributor to sewer plant odors. The new system is expected to remove at least 99% of the hydrogen sulfide gas at the headworks of the plant.

**Financial Considerations:** The cost to purchase this Biofilter media is \$287,000. Funding for purchasing the media and construction of the Biofilter basin was initiated and approved by the City Council on December 17, 2013, and is included in the revised CIP budget in the Sewer Utility. An upcoming formal bid will be issued for recommending a contractor to retrofit the existing basin and install this media.

**Legal Considerations:** The Law Department has reviewed and approved the product specifications and sole source of supply justification as to form.

**Recommendation/Action:** It is recommended that the City Council approve the sole source purchase of Biofilter media from Environmental Process Equipment Company and authorize the Purchasing Manager to issue the purchase order.

**Attachments:** None.

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
SEPTEMBER 2014**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Collection of Delinquent Court Fines	9/30/2015	Gila LLC dba Municipal Services Bureau	Municipal Court	10/1/2012 - 9/30/2013	2 - 1 year options
Controlled Substance & Alcohol Testing Program Third-Party Administrator	9/30/2015	Kelly Compliance, Inc.	Human Resources	10/1/2014 - 9/30/2015	3 - 1 year options
Employee Assistance Program (EAP) Services	9/30/2015	EMPAC Inc.	Human Resources	10/1/2010 - 9/30/2011	Last option
Environmental - Phase 1 Environmental Site Assessments On-Call Services - Phase II Limited Soil & Groundwater Investigations	9/16/2015	Terracon Consultants, Inc.	Airport	9/17/2012 - 9/16/2013	Last option
Indigent Defense Services	9/30/2015	Cotton & Pittman LLC	Municipal Court	10/1/2010 - 9/30/2011	Last option
Mat, Mop, Towel & Fender Cover Rental	9/30/2015	Aramark Uniform & Career Apparel GRP Inc DBA Aramark Uniform Services	Various	10/01/2010 - 9/30/2011	1 - 1 year option
Pre-Sentence Investigation Reports	9/30/2015	Correctional Counseling of Kansas	Municipal Court	9/30/2011 - 9/19/2012	1 - 1 year option
Sedgwick, Kansas Solids Handling Agreement with City of Wichita	9/30/2015	The City of Sedgwick, Kansas	Public Works & Utilities	10/1/2012 - 9/30/2013	Last option
Wichita Intervention Program Instructor	9/30/2015	Heartstone Substance Abuse	Municipal Court	9/20/2011 - 9/19/2012	1 - 1 year option
Witness Testing and Individual Testing	9/30/2015	Professional Engineering Consultants DBA Allied Laboratories Dept.	Public Works & Utilities	10/17/2013 - 9/30/2014	1 - 1 year option

**PROFESSIONAL CONTRACTS UNDER \$25,000  
SEPTEMBER 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR SEPTEMBER 2014**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Funding for Water Projects (Districts I and II)  
**INITIATED BY:** Department of Public Works & Utilities  
**AGENDA:** Consent

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**Recommendation:** Approve the revised budgets, adopt the resolutions, and approve the Water Treatment Plant project.

**Background:** The 2011-2020 Adopted Capital Improvement Program (CIP) includes funding for two separate projects: Rural Water District No. 1 (RWD1) Pressure and Chlorine Booster Station (Booster Station) and the Water Storage Tank Rehabilitation (Water Tanks) project.

A third project for improvements to the Water Treatment Plant's (WTP) chemical feed system is needed, but is not funded in the current CIP.

The Booster Station project was approved by the City Council on October 20, 2009, and is a joint effort with RWD1 to provide wholesale potable water to territories within RWD1 that overlap the City's metropolitan growth area. The pressure and chlorine booster station is being constructed to serve the remaining rural water territory. The City is responsible for 50% of the cost as part of the approved agreement. The agreement also provides that the City will compensate the RWD a total of \$100,000 for release of its territory and that the RWD will reimburse the City for 50% of the cost of the booster station.

The Water Tanks project was approved by the City Council on November 2, 2010, and was later put on hold. The project will provide removal and replacement of the internal and external coatings on the Roosevelt and Woodlawn water towers, which were constructed in 1951 and 1961 respectively. The project is required to move forward at this time due to the deteriorating condition of the towers, as well as public water supply standards set by the Kansas Department of Health and Environment (KDHE).

Improvements proposed with the WTP project include replacement of the 25 year old chemical feed system, beginning with the chlorine and ammonia feed equipment and monitoring systems. The existing equipment is beyond the end of its useful life and for which it is becoming increasingly difficult to maintain and obtain replacements. These systems, including operation and safety practices, are regulated by the KDHE as well as the Environmental Protection Agency (EPA) due to the catastrophic impact a system failure would have on the surrounding community.

**Analysis:** The Booster Station project was bid on July 18, 2014, with all bids exceeding the estimated cost of construction by at least \$240,000. Additional funding is requested due to the higher than anticipated bid results. Due to area contractors' current workloads and the expected continuation of construction cost increases, the project budget should be increased greater than the initial bid.

The Water Tanks project was originally split into two separate projects: one to replace the walkways and ladders and recoat the interiors of both tanks, and one to recoat the exteriors. Further investigation into standard practices for tank rehabilitation and estimated costs for removing the existing coatings to bare

metal revealed that rehabilitating both the interior and exterior of both tanks as one project would be a more efficient and cost-effective approach.

Staff requests the City Council approve the WTP project and the budget requested below. Several components of the chemical feed system have been purchased and replaced by City staff through the WTP's operating budget, but the remaining work requires design, specifications, and installation by qualified consultants in order to meet KDHE, EPA, and risk management plan requirements. The balance of the budget required to complete the project is proposed to be programmed into the next CIP.

**Financial Considerations:** The current CIP includes a project that was factored into the current rate structure, but was not constructed in the allocated year and will not be constructed in the future. Staff recommends reallocating a portion of that funding to the proposed project budgets in order to provide the needed funding without having a negative rate impact on the Water Utility. Staff requests a waiver of City Council Policy No. 2 to allow this transfer.

<b>Project</b>	<b>Previously Initiated Funding</b>	<b>Proposed New Funding</b>	<b>Total Budget</b>
1) Pressure and Chlorine Booster Station	\$850,000	\$350,000	\$1,200,000
2) Water Storage Tank Rehabilitation and Design	\$1,000,000	\$2,500,000	\$3,500,000
3) Water Treatment Plant Chemical Feed System Improvements	---	\$1,000,000	\$1,000,000
<b>Total</b>	<b>\$1,850,000</b>	<b>\$3,850,000</b>	<b>\$5,700,000</b>
<b><u>New Funding Sources</u></b>			
Woodlawn Water Tower Project (Budgeted in CIP for 2012)		\$1,080,000	
Unspent Funds for New Water Mains (2009 CIP)		\$2,770,000	
<b>Total Amounts from Funding Sources</b>		<b>\$3,850,000</b>	

\* The total revised budget for the Booster Station project does not include the 50% reimbursement by the RWD, which will be paid to the City over a period of 20 years.

Approval of this reallocation will leave a total of \$1,651,754 in unspent CIP funds in the 2009 Unidentified New Water Mains project, which will be eligible for reprogramming in the next CIP. The projects will be funded by future revenue bond sales or Water Utility cash reserves.

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

**Recommendations/Actions:** It is recommended that the City Council approve the WTP project, approve the new and revised budgets, waive City Council Policy No. 2 regarding the use of project savings, adopt the new and amending resolutions, and authorize all necessary signatures, including those for the acquisition or granting of easements, utility relocation agreements, and all required permits.

**Attachments:** Resolution and Notice of Intent, two amending resolutions, and two amending Notices of Intent.

**RESOLUTION NO. 14-303**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 14-165 OF THE CITY OF WICHITA, KANSAS WHICH AMENDED AND SUPPLEMENTED RESOLUTION NO. 09-348 OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.**

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

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

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

**WHEREAS**, the Governing Body has heretofore by Resolution No. 09-348 of the City, as amended by Resolution No. 14-165 of the City (the “Prior Resolutions”), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Wholesale Water Agreement with Rural Water District #1 of Sedgwick County (W-018)

(the “Project”) at an estimated cost, including related design and engineering expenses of \$850,000; and

**WHEREAS**, the Prior Resolutions also determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$918,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the “Bonds”) to be payable from the revenues of the Utility; and

**WHEREAS**, bids have exceeded funding and it therefore necessary to amend the Prior Resolutions.

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

**Section 1. Amendment. Section 1 of Resolution No. 14-165 is hereby amended to read as follows:**

**Section 1. Amendment. Section 1 and Section 3** of Resolution No. 09-348 are hereby amended to read as follows:

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

New Facilities to Implement Wholesale Water Agreement with Rural Water District #1 of Sedgwick County (W-018)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$1,200,000. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

**Section 3. Project Financing.** In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$1,296,000 (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

**Section 2. Notice.** Before issuing the Bonds authorized herein, there shall be published one (1) time in the official newspaper of the City, a notice of the intention of the Governing Body to undertake

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

**Section 3. Repealer; Ratification.** In the event no sufficient protest petition is filed in accordance with the Act against the Amended Project and the Bonds as set forth in **Section 2** hereof, **Section 1** of Resolution No. 14-165 is hereby repealed and replaced by the amended version set forth above; and the rest and remainder thereof is hereby ratified and confirmed. If a protest petition is filed and/or if a required referendum does not approve the Amended Project and the Bonds, the Prior Resolutions remain in full force and effect with respect to the Project and the Bonds authorized therein.

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on October 14, 2014.

(SEAL)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Sharon Dickgrafe, Interim City  
Attorney and Director of Law

**RESOLUTION NO. 14-304**

**A RESOLUTION AMENDING AND SUPPLEMENTING RESOLUTION NO. 10-283 OF THE CITY OF WICHITA, KANSAS WHICH DECLARED IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, TO ISSUE REVENUE BONDS FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.**

---

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

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

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

**WHEREAS**, the Governing Body has heretofore by Resolution No. 10-283 of the City (the “Prior Resolution), found and determined that it is necessary and advisable to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Tower Rehabilitation (W-21)

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

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

**WHEREAS**, the bids have exceeded funding and the scope and cost of the project has expanded and it therefore necessary to amend the Prior Resolution.

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

**Section 1. Amendment.** *Section 1 and Section 3* of the Prior Resolution are hereby amended to read as follows:

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

Water Tower Rehabilitation (W-21)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$3,500,000. It is hereby further authorized, ordered and directed that the Amended Project be acquired, constructed and/or installed in accordance with plans and specifications therefor prepared under the direction of the City Engineer or designate and approved by the Governing Body; said plans and specifications to be placed on file in the offices of the Utility. The Amended Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

**Section 3. Project Financing.** In order to pay all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs, it is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$3,780,000 (the “Bonds”). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Amended Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.

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

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

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on October 14<sup>th</sup>, 2014.

(SEAL)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Sharon Dickgrafe, Interim Director of  
Law

**RESOLUTION NO. 14-305**

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

---

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

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

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

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

Water Treatment Plan Chemical Feed System Modification (W-50)

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

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

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

**Section 2. Project Financing.** It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City under the authority of the Act, in an aggregate principal amount not to exceed \$1,080,000 in order to pay all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs (the "Bonds"). The Bonds shall not be general obligations of the City payable from taxation, but shall be payable from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds, if any, shall be paid from unencumbered moneys of the Utility which will be available for that purpose. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation 1.150-2.

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

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

**ADOPTED** by the City Council of the City of Wichita, Kansas, by not less than two-thirds of the members voting in favor thereof, on October 14, 2014.

(SEAL)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Sharon Dickgrafe, Interim Director of  
Law

(Published in *The Wichita Eagle*, on October 17, 2014  
**NOTICE**

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No.14-303, on October 14<sup>th</sup>, 2014 (the “Resolution”). The Resolution amended Section 1 of Resolution No.14-165, previously amending Sections 1 and 3 of Resolution No. 09-348 (the “Prior Resolutions”) which found and determined it to be necessary and declared the Governing Body’s intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed \$918,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The Resolution modified the scope of the Project to include additional funding authority for increased costs to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

New Facilities to Implement Wholesale Water Agreement with Rural Water District #1 of Sedgwick County (W-018)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$1,200,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$1,296,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on October 14, 2014.  
/s/ CARL BREWER, Mayor

ATTEST:  
/s/ Karen Sublett, City Clerk

(Published in *The Wichita Eagle*, on October 17<sup>th</sup>, 2014.)

**NOTICE**

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), adopted Resolution No. 14-304, on October 14, 2014, 2014 (the “Resolution”). The Resolution amended Resolution No.10-283 (the “Prior Resolution”) which found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility (the “Project”), which is owned and operated by the City (the “Utility”), and authorized the issuance of revenue bonds in amount not to exceed \$1,000,000 in order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs. The Resolution modified the scope of the Project to include a second water tower and as the bids have exceeded funding and the scope and cost of the project has expanded it also included additional funding authority for increased costs to construct, reconstruct, alter, repair, improve, extend and enlarge the Utility in the following manner:

Water Tower Rehabilitation (W-21)

(the “Amended Project”) at an estimated cost, including related design and engineering expenses of \$3,500,000, and declared the intention to issue revenue bonds an aggregate principal amount not to exceed \$3,780,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”) in order to finance all or a portion of the costs of the Amended Project and related reserves, interest on financing and administrative and financing costs.

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

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on October 14, 2014.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

(Published in *The Wichita Eagle*, on October 17, 2014.)

**NOTICE**

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You are hereby notified that the City Council (the “Governing Body”) of the City of Wichita, Kansas (the “City”), by Resolution No. 14-305, duly adopted October 14, 2014, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility, which is owned and operated by the City (the “Utility”), in the following manner:

Water Treatment Plan Chemical Feed System Modification (W-50)

(the “Project”) at an estimated cost, including related design and engineering expenses of \$1,000,000.

In order to finance all or a portion of the costs of the Project and related reserves, interest on financing and administrative and financing costs, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds an aggregate principal amount not to exceed \$1,080,000 under the authority of K.S.A. 10-1201 *et seq.*, as amended and supplemented by Charter Ordinance No. 211 of the City (the “Bonds”). The Bonds shall not be general obligation bonds of the City payable from taxation, but shall be payable only from the revenues derived from the operations of the Utility. Costs of the Project in excess of the proceeds of the Bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose.

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

BY ORDER of the Governing Body of the City of Wichita, Kansas, on October 14<sup>th</sup>, 2014.

/s/ CARL BREWER, Mayor

ATTEST:

/s/ Karen Sublett, City Clerk

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Great Plains Nature Center (GPNC) Memorandum of Agreement Addendum (District I)

**INITIATED BY:** Department of Park and Recreation

**AGENDA:** Consent

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**Recommendation:** Approve Memorandum of Agreement Addendum.

**Background:** The Great Plains Nature Center is located at 6232 E. 29th St. North. The U.S. Fish and Wildlife Service, The Kansas Department of Wildlife and Parks, and the City of Wichita have compatible goals in providing interpretive and environmental education opportunities to the public. All three agencies have combined services to provide excellent opportunities for the public to develop an appreciation for wildlife, the environment and a sound stewardship of natural resources. The Park and Recreation Department along with The U.S. Fish and Wildlife Service and the Kansas Department of Wildlife and Parks entered into a Memorandum of Agreement (MOA) in 1996 and updated the MOA in 2006. Among other provisions, the City of Wichita as part of the MOA has provided three full-time City employees to work on-site at the Great Plains Nature Center.

**Analysis:** After various meetings with all parties, an Addendum to the original MOA has been reached allowing for the City of Wichita to provide funding directly to the Friends of the Great Plains Nature Center for the two currently open full-time positions. This will provide a more efficient and effective usage of the funding with direct oversight of the employees being given to the Friends of the Great Plains Nature Center Board of Directors. One full-time City of Wichita employee will remain at the center. The current MOA expires at the end of 2016 and will be re-written to include the addendum terms.

**Financial Considerations:** The \$112,000 budget for vacant positions was moved to Contractuals to pay for reimbursement to Friends of the Great Plains Nature Center effective for the 2014 Revised Budget.

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

**Recommendations/Actions:** It is recommended that the City Council approve the Memorandum of Agreement Addendum and authorize the necessary signatures.

**Attachments:** Original GPNC Memorandum of Agreement and Addendum to Agreement.

**MEMORANDUM OF AGREEMENT**  
**ADDENDUM**

THIS ADDENDUM to the existing Memorandum of Agreement - MOA - dated on June 20, 2006, is between the Department of the Interior, U.S. Fish and Wildlife Service, Region 6, Denver, Colorado - "the Service"; the State of Kansas, by and through the Kansas Department of Wildlife, Parks and Tourism, - the "State"; the City of Wichita, Kansas, a Kansas municipal corporation, with performance through the Department of Park and Recreation - the "City"; and the Friends of the Great Plains Nature Center, Inc., a 501(c)(3) Kansas not for profit corporation, whose registered address is 6232 E. 29<sup>th</sup>, Wichita, Kansas 67220 - "Friends."

The Service, State, and City have compatible goals in providing interpretive and environmental education opportunities to the public. All three agencies have combined resources to provide excellent opportunities for the public to investigate, understand, and develop an appreciation for wildlife, the environment, and a sound stewardship of natural resources.

The purpose of the Friends is to support the development and operation of the Great Plains Nature Center, hereinafter the "GPNC," and to support the mission of the Service, State, and City. No activity of the Friends shall be in conflict with the policies or mission of the GPNC, Service, State, or City.

The parties agree as follows:

1. **COMPENSATION.**

- The City shall pay the Friends ONE HUNDRED TWELVE THOUSAND DOLLARS and 00/100 (\$112,000) per year for the balance of the term of the MOA in full satisfaction of its financial obligations under the MOA. GPNC may use this payment to fund permanent or temporary employees.
- The City shall directly compensate and supervise the current City Employee working at the GPNC. That employee's efforts will be allocated to work on projects 40 percent of the time for City-related nature habitat and 60 percent of the time for GPNC nature efforts as stated in the annual GPNC work plan. An example of work duties and percentage of time is set forth in Attachment A. This performance is deemed to be full satisfaction of the City's staffing obligations under the MOA.

2. **PAYMENT.** The Friends shall send quarterly invoices of \$28,000 to the Director of Park and Recreation, 11<sup>th</sup> floor, 455 N. Main Street, Wichita, Kansas

67202. The City shall process payment according to its routine accounting procedures after the billed quarter is completed.

3. TERM. This contract shall begin July 1, and run through December 31, 2016, to honor the term of the current Memorandum of Agreement.

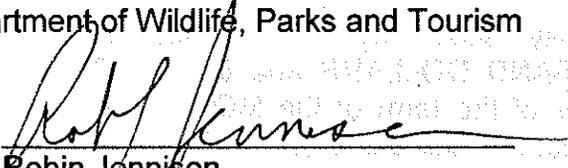
4. INCORPORATION AND HARMONIZATION. The provisions of this Addendum are incorporated into the parties' original MOA, and the terms of that MOA apply to this Addendum to the extent they are consistent or additional to the terms expressed here. However, in all instances in which the provisions of this Addendum conflict with or modify the terms of the MOA, this Addendum shall be the controlling document.

5. AUDIT. The Friends shall maintain, for a minimum of three years following final payment, all records related to its performance of the Addendum. The Friends shall provide access to authorized City representatives, including the City Auditor, at reasonable times and in a reasonable manner to inspect and copy any such records.

6. INTERNAL AUDITING CONTROL. The Friends shall establish and maintain a system of internal accounting control which complies with applicable generally accepted accounting principles and non-profit accounting and financial reporting standards.

IN WITNESS WHEREOF, the parties have executed this Addendum effective July 1, 2014.

Kansas Department of Wildlife, Parks and Tourism

Signature: 

Name: Robin Jennison

Title: Secretary

Date: \_\_\_\_\_

City of Wichita, Kansas

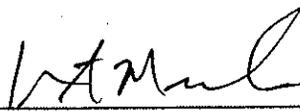
Signature: \_\_\_\_\_

Name: Carl Brewer

Title: Mayor

Date: \_\_\_\_\_

U.S. Fish & Wildlife Service

Signature:   
Name: for Noreen Walsh  
Title: Regional Director

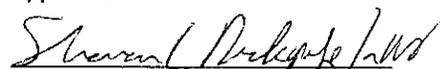
Date: 8/19/14

Friends of the Great Plains Nature Center, Inc.:

Signature: \_\_\_\_\_  
Name: Patrick Mathews  
Title: President

Date: \_\_\_\_\_

Approved as to Form:

  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

*[Handwritten signature]*

Director, Federal Bureau of Investigation

11/19/11

Special Agent in Charge

City of Wichita  
 City Council Meeting  
 June 20, 2006

Agenda Report No. 06-0655

**TO:** Mayor and City Council

**SUBJECT:** Approval of the Great Plains Nature Center, Memorandum of Agreement between the U.S. Fish & Wildlife Service, the Kansas Department of Wildlife and Parks and the City of Wichita (District I)

**INITIATED BY:** Department of Park and Recreation *KFW*

**AGENDA:** Consent

**Recommendation:** Approve the Memorandum of Agreement.

**Background:** The Great Plains Nature Center is located at 6232 E. 29th St. North. The U.S. Fish and Wildlife Service (Service), The Kansas Department of Wildlife and Parks, (State) and the City of Wichita (City) have compatible goals in providing interpretive and environmental education opportunities to the public. All three agencies have combined services to provide excellent opportunities for the public to develop an appreciation for wildlife, the environment and a sound stewardship of natural resources.

**Analysis:** This Memorandum of Agreement (MOA) is intended to supersede the prior MOA between the Service, State and City, executed by such entities on May 5, 1996, October 15, 1996 and October 21, 1996, respectively. The latest MOA is slated to expire on December 31, 2006. The Service provided contractual oversight of the exhibit and interpretive display construction. The Service will continue to provide full-time staff on-site for interpretation and education.

The State funded construction of the exhibits and interpretive displays, has provided furnishings and will continue to provide annual building maintenance and operation for all three agencies, and will continue to provide a building manager and staff in-place for interpretation and education.

The City provided access and exterior facility development and will continue to provide annual maintenance not related to the building to integrate the Center with Chisholm Creek Park. The City will continue to provide staff members at the Center.

**Financial Considerations:** Continue to provide for the annual landscape operating and maintenance of the site and the adjacent park.

**Goal Impact:** The MOA will impact the Quality of Life Goal by providing nature opportunities and environmental education to the citizens.

**Legal Considerations:** Law has approved the MOA as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the Memorandum of Agreement and authorize the appropriate signatures.

**Attachment:** Memorandum of Agreement

*3 to Evelyn in Park*

**CITY CLERK'S ORIGINAL  
RETURN TO CITY CLERK**

**MEMORANDUM OF AGREEMENT  
between the**

**U.S. FISH & WILDLIFE SERVICE  
and  
KANSAS DEPARTMENT OF WILDLIFE AND PARKS  
and  
WICHITA DEPARTMENT OF PARK AND RECREATION**

**I. PURPOSE**

THIS AGREEMENT between the Department of the Interior, U.S. Fish & Wildlife Service, Region 6, Denver, Colorado, hereinafter referred to as the Service; the State of Kansas, by and through the Kansas Department of Wildlife and Parks, hereinafter referred to as the State; and the Wichita Department of Park and Recreation, hereinafter referred to as the City; is made and entered into as a joint venture for the purpose of operating the Great Plains Nature Center in Wichita, Kansas, hereinafter referred to as the Center. This Memorandum of Agreement is intended to supersede the prior Memorandum of Agreement between the Service, City, and State, executed by such entities on May 5, 1996, October 15, 1996, and October 21, 1996, respectively.

**II. AUTHORITY**

This agreement is entered into under the authority of the:

- A. Fish and Wildlife Act of 1956, as amended (16 U.S.C. a – 742k).
- B. Fish and Wildlife Coordination Act of 1934, as amended (16 U.S.C. 661-666).
- C. Refuge Recreation Act (U.S.C. paragraph 460 K. et seq), as amended.
- D. National Wildlife Refuge System Administration Act of 1966 (16 U.S.C. 668dd – 668ee), as amended.

**III. BACKGROUND**

The Service, State, and City have compatible goals in providing interpretive and environmental education opportunities to the public. All three agencies have combined resources to provide excellent opportunities for the public to investigate, understand, and develop an

06-0655

appreciation for wildlife, the environment, and a sound stewardship of natural resources.

The Center provides a focal point and source for these agencies to cooperatively provide interpretation and environmental education to achieve the following common goals:

- Provide opportunities to the public to learn about natural resources, especially the wildlife and plant species, of the Great Plains Region. Emphasis will be on the Great Plains ecosystem.
- Provide visitors with enjoyable educational experiences that impart the importance of wise stewardship of natural resources and the roles and responsibilities of the Service, State, and City.
- Serve as community resource for conservation and related informational materials, with emphasis on the importance of urban habitats to wildlife and people.
- Serve as a resource for environmental education with school districts, youth organizations, colleges and universities, conservation organizations, and other groups and individuals interested in wildlife and the environment.
- Provide environmental educational services for and accommodate those groups with special needs.

The potential for informing people about wildlife and environmental concerns is unlimited at the Center. On-site staff will be available for guided tours and learning seminars to groups, schools, youth organizations, etc. Walk-in visitors will be accommodated through exhibits, interpretive displays, printed materials, self-guided interpretive walking trails, audio-visual programs, and on-site demonstrations and presentations.

The Center is to function as a Service administrative site and an educational facility. It is not a unit of the National Wildlife Refuge System.

The Center is located on 7 acres adjacent to the 238-acre Chisholm Creek Park, a Wichita Wild Habitat Area located north of 29<sup>th</sup> Street North between Oliver and Woodlawn in the City of Wichita.

#### IV. SCOPE OF THE AGREEMENT

##### A. General

The Service acquired approximately 7 acres of land, and designed and constructed a building sufficient to house exhibits and staff for all three agencies. The Service designed all the exhibits and interpretive displays to support each party's mission and goals. The Service provided contractual oversight of the exhibit and interpretive display construction. The Service will continue to provide full-time staff on-site for interpretation and education.

The State funded construction of the exhibits and interpretive displays, has provided furnishings and will continue to provide annual building maintenance and operation for all three agencies, and will continue to provide a building manager and staff in-place for interpretation and education. Sufficient office space will continue to be made available for State regional administrative staff.

The City provided access and exterior facility development and will continue to provide annual maintenance not related to the building to integrate the Center with Chisholm Creek Park. The City will continue to provide three full-time staff members at the Center.

Upon signing this Agreement, the Service, State, and City agree to the establishment of a "Steering Committee" which is to be chaired by an agency representative appointed by the Steering Committee. Each agency will have one member. The terms of Project Officer and Steering Committee Member are used interchangeably.

Office and associated space allocation within the Center will be as follows:

Service – Two offices; total space approximately 300 square feet.

State – Fourteen offices, one conference room, and storage space; total space approximately 3,386 square feet.

City – Three offices; total space approximately 450 square feet.

All other office space, including the extra offices, classrooms, break room rest rooms, lobby, auditorium, exhibit space, and other areas, are space shared by all partners. Appropriate use of these spaces will be determined by the Steering Committee.

B. The Parties Agree As Follows:

The Center will be operated and managed as a Service administrative site and will not become a unit of the National Wildlife Refuge System.

The operation of the Center will be jointly accomplished to satisfy the objectives of each party.

The interpretive and educational operation of the Center will be coordinated by a Director appointed by the Steering Committee and will function under the direction of the Steering Committee via issuance of an approved Annual Work Plan.

The Director will be responsible for developing and submitting an Annual Work Plan no later than March 1 each year to the Steering Committee for review and approval. The operation of the Center will continue consistent with the last approved Annual Work Plan, pending approval of a revised, submitted Annual Work Plan. The Director will also be responsible for submitting to the Steering Committee a quarterly report.

The Center will provide visitors with facilities and functions to meet the goals described in Section III of this document.

The Friends of the Great Plains Nature Center, hereinafter referred to as Friends, was incorporated on May 4, 1998, as a non-profit 501 (c)(3) organization. The purpose of the Friends is to support the development and operation of the Center, and support the mission of the Service, State, and City. Support of the Center and the agencies will continue to include the following:

- To increase awareness of the Center and its contribution to the community;
- To sustain the programs of the Center, including education, publications, and special events; and
- To recruit volunteers and raise funds (through annual dues and other contributions) in order to support the organization and educational programs of the Center.

No activity of the Friends shall be in conflict with the policies or mission of the Center or the Service, State, or City.

Agency fiscal requirements and responsibilities will be dependent on Congressional, City, and/or State appropriations.

C. The Service Has Agreed and Continues to Agree to:

Pay annual refuge revenue sharing payments through the Refuge Revenue Sharing Fund to Sedgwick County in accordance with the Refuge Revenue Sharing Act, as amended (PL 95-469).

Provide major capital replacement for materials and equipment which qualify as projects under the Service's deferred maintenance system. These projects will address major maintenance, facility rehabilitation, and major capital repair to the Center.

Provide at least one full-time employee to support the Center's environmental education staff, or to serve in a capacity as determined by the Service or the Steering Committee.

D. The State Has Agreed and Continues to Agree to:

Provide, in cooperation and consultation with the Service and City, interior décor, furnishings, supplies, equipment, and other materials necessary for the Center to be functional.

Provide at least one full-time employee as part of the Center's environmental education staff who shall be responsible for coordinating building operations and maintenance.

Provide an additional full-time employee, or equivalent part-time positions, to support the Center's environmental education staff.

Provide annual operating and maintenance for the Center (e.g., pay utilities, repaint interior, replace carpeting, etc.).

E. The City Has Agreed and Continues to Agree to:

Maintain utilities to the site of the Center including water, sanitary sewer, electricity, telephone, and natural gas.

Provide for the annual landscape operating and maintenance of the site and the adjacent park.

Maintain public access to the Center, including snow removal along sidewalks, parking lots, and roadways, plus necessary maintenance of access routes.

Maintain lighted, paved parking adjacent to the Center for cars and buses.

Provide at least three full-time employees as part of the Center's staff; they will serve in a capacity as determined by the City or by the Steering Committee.

A Center staff member employed by the City will coordinate program use and habitat management of Chisholm Creek Park with activities at the Center. Chisholm Creek Park will be managed in a manner consistent with the goals and educational messages of the Center.

Provide Chisholm Creek Park facilities and habitats for use as an outdoor classroom and interpretive area to complement and enhance the environmental education facility.

F. FUNDING

The Service originally provided:

Land Acquisition	\$ 160,000
Building Planning and Design	\$ 707,000
Building Construction	\$ 3,450,000
Exhibits and Education Materials	\$ 500,000

The State originally provided:

Internal Furnishings	\$ 218,000
Interpretive Exhibits (Transfer of funds To the Service)	\$ 782,000

The City originally provided:

Landscaping, Parking Facilities, and Public Access	\$ 1,063,740
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TOTAL FUNDS EXPENDED (Prior to 2000) \$ 6,880,740

V. PERIOD OF PERFORMANCE

The period of performance of this agreement is from the date of signing to December 31, 2016.

VI. FINANCIAL ADMINISTRATION

Nothing in this agreement shall be construed as committing the City, State or Service to the expenditure of funds except for those funds specified in annual increments of yearly work plans.

VII. PROJECT OFFICERS

The Project Officers herein shall be responsible for their agency's compliance with the terms of this agreement. As representatives of the agency and a member of the Steering Committee, they have the authority to approve changes within the scope of the agreement, which will not alter the stated objectives and will not obligate any funds. Each Project Officer will serve as a Steering Committee member.

A. Kansas Department of Wildlife and Parks  
Mr. Bob Mathews, Chief of Information and Education  
Kansas Department of Wildlife and Parks  
512 S.E. 25<sup>th</sup> Ave.  
Pratt, Kansas 67124  
(620) 672-5911  
FAX (620) 672-6020

B. City of Wichita  
Wichita Department of Park and Recreation  
Mr. Doug Kupper, Director  
City Hall Building  
455 North Main Street  
Wichita, Kansas 67202  
(316) 268-4398  
FAX (316) 268-4447

C. U.S. Fish & Wildlife Service  
Mr. Dave Hilley, Project Leader  
Quivira National Wildlife Refuge  
RR 3, Box 48A  
Stafford, Kansas 67578  
(620) 486-2393  
(620) 486-2315

VIII. SPECIAL PROVISIONS

A. Real Property. Title to all real property shall be vested with the Service. The recipients collectively shall have a right of first refusal to acquire the Service's fee simple interest in the real property. If the Service determines to sell, or is directed to sell, or otherwise dispose of the real property, then the recipients collectively (or individually upon the failure of the other recipient to agree to purchase) shall have the right to purchase the real property at the same bona fide purchase

price offered to the Service by an independent third party on the same terms and conditions as such offer. Such right of first refusal shall remain in full force and effect through the earlier of December 31, 2016, or the completion of a title transfer from the Service to an independent party, pursuant to an offer of purchase of which the recipients have been advised and have failed to match as more fully set forth below. The Service shall advise the recipients in writing of any bona fide offers to purchase that the Service is willing to accept, and shall provide the recipients a copy of such an offer in its entirety to enable the recipients to make a determination whether they collectively, or individually, can make a corresponding offer on the same terms and conditions. The recipients shall have one hundred eighty (180) days after receipt of the bona fide offer to advise the Service that they collectively, or individually, are prepared to exercise such right of first refusal.

- B. The State and City shall bear all costs of maintenance and repair of real property provided by the Service under the terms of this agreement except for catastrophic damage (fire, flood, tornado, etc.).
- C. The State and City agree to hold the United States harmless from any liability from fines, claims, damages, losses, judgments, and expenses arising out of or resulting from any act, omission, or activity by the State or City in connection with the activities undertaken in the operation, maintenance, and use of the herein described real property.

#### IX. MODIFICATIONS

Modifications to this agreement may be proposed at any time during the period of performance by any of the parties hereto. Modifications shall be issued on a Standard Form 30 and become effective upon signature by an authorized individual of each party. Notwithstanding the provisions of Article VII permitting Project Officers to make and approve certain changes within the scope of the agreement, the authorized individual referenced in this Article IX for the purposes of the State shall be solely the Secretary of the Department of Wildlife and Parks.

#### X. TERMINATION

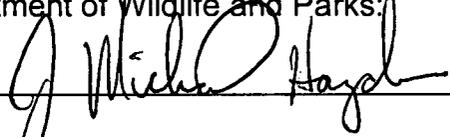
Any party to this agreement may terminate their participation in this agreement by giving written notice to the other two parties; such notice must be given a minimum of one year in advance, and such termination shall be effective on the first day of July immediately following the lapse of the one-year notice period. Termination, or withdrawal, shall not relieve the withdrawing party from any obligations under this agreement, subsequent modification, or the Annual Work Plan, incurred prior to the

effective date of the termination. Terminations for cause shall not become effective earlier than one hundred eighty (180) days after the defaulting recipients receipt of the Service's written determination and reasons for termination; provided, however, if the defaulting recipient commences reasonable efforts to cure such noticed default within thirty (30) days after being advised of such default, and diligently pursues such cure without interruption thereafter then the agreement will not be terminated. The default by one recipient in its compliance with the conditions of the agreement shall not constitute "cause" for termination of the agreement with respect to the non-defaulting recipient, provided such non-defaulting recipient within a reasonable period after receipt of written notice that the other recipient has failed to cure such default, cures the default of the other recipient and assumes the prospective obligations remaining under this agreement. A cure of default by a non-defaulting recipient shall not be asserted by the defaulting recipient as a basis not to terminate its interest in the agreement, unless otherwise agreed between the recipients. A recipient which has not timely cured defaults of its obligations, shall be deemed to have forfeited its interest in this agreement, including the right of first refusal to purchase real property. An affidavit by the Project Officer designated by the Service with respect to the default notice given and the lapse of the corresponding cure period, without correction of the noticed default, shall be conclusive proof of the termination of the defaulting recipient's interest in this agreement and its forfeiture of the right of first refusal.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be executed as of the date therein written.

Kansas Department of Wildlife and Parks:

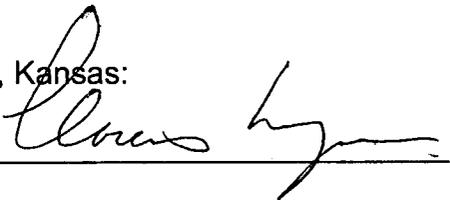
Signature: 

Name: Mike Hayden

Title: Secretary

Date: JUL 18 2006

City of Wichita, Kansas:

Signature: 

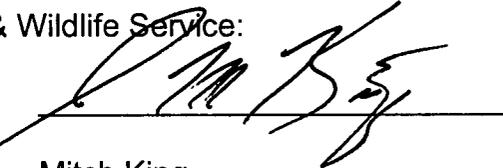
Name: Carlos Mayans

Title: Mayor

Date: 6-20-06



U.S. Fish & Wildlife Service:

Signature: 

Name: Mitch King

Title: Regional Director

Date: 7/31/06

**CITY OF WICHITA**  
**City Council Meeting**  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** Lease of City-owned Parking Spaces at Southwest Corner of 3<sup>rd</sup> Street and Main Street to General Services Administration (District VI)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the lease agreement.

**Background:** The General Services Administration (GSA) has leased parking spaces in the City-owned parking lot at the southwest corner of 3<sup>rd</sup> Street and Main Street for Federal employees since the City acquired the lot in 1999. Until 2010, the leases had a one-year term. In 2010, a lease with a five year term was approved. This lease expires December 1, 2015. GSA has requested that the lease be extended for an additional five years. The lot has 194 spaces and is leased to the public on both a monthly and hourly basis.

**Analysis:** Currently the GSA pays \$40.43 per month per space. The number of spaces has varied, with the current usage being 54 spaces. The proposed lease is for 54 spaces with an initial monthly rate of \$42.89. This equates to a 3% annual increase over the current rate. This rate will increase 3% per year during the term of the new lease. This rate is comparable to what is being charged other users who lease a block of spaces in the lot. The lease allows the GSA to cancel the lease upon 60 days-notice. The City may cancel the lease upon 180 days-notice. The lease term will run from December 1, 2015 to November 30, 2020.

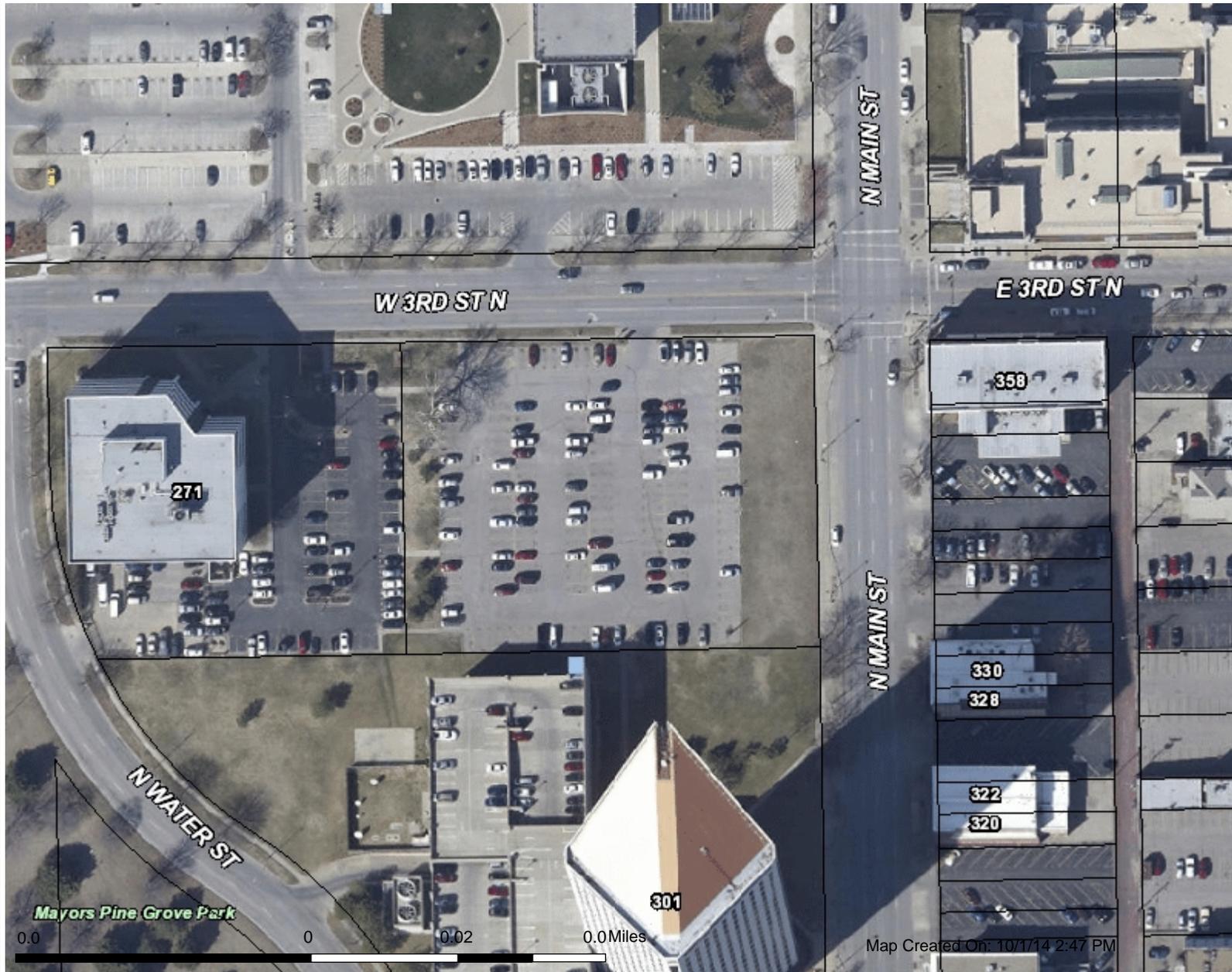
**Financial Considerations:** The City will receive lease revenue to offset operating costs associated with the operation of this facility.

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

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the lease agreement and 2) authorize all necessary signatures.

**Attachments:** Lease agreement, aerial

# 3rd and Main Parking Lot



### Legend

Parcels

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

1: 1,405





**U.S. GOVERNMENT LEASE FOR REAL PROPERTY**  
*(Short Form)*

1. LEASE NUMBER  
GS-06P-LKS41037

**PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)**

**A. REQUIREMENTS**

- 2. The Government of the United States of America is seeking to lease approximately 54 parking spaces located in Wichita, Kansas for occupancy not later than December 1, 2015 for a term of 5 years, expiring on November 30, 2020.**
- 3. INITIAL OFFERS ARE DUE ON OR BEFORE CLOSE OF BUSINESS September 5, 2014.**

**B. STANDARD CONDITIONS AND REQUIREMENTS**

4. The following standard conditions and requirements shall apply to any premises offered for lease to the UNITED STATES OF AMERICA (the GOVERNMENT):
- a. Space offered must be in a quality building of sound and substantial construction meeting the Government's requirements for the intended use.
  - b. The Lessor shall provide a valid Certificate of Occupancy for the intended use of the Government and shall meet, maintain, and operate the parking lot in conformance with all applicable current (as of the date of this solicitation) codes and ordinances.
  - c. Offered space shall meet or be upgraded to meet the applicable egress requirements in National Fire Protection Association (NFPA) 101, *Life Safety Code* or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government. Offered space located below-grade, including parking garage areas, and all areas referred to as "hazardous areas" (defined in NFPA 101) (including non-Government areas), shall be protected by an automatic sprinkler system or an equivalent level of safety.
  - d. The leased space shall be accessible to persons with disabilities in accordance with appendices C and D of 36 CFR Part 1191 (ABA Chapters 1 and 2 and Chapters 3 through 10 of the ADA-ABA Accessibility Guidelines).
  - e. The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The space shall be free of other hazardous materials and in compliance with applicable Federal, State, and local environmental laws and regulations.
  - f. Services, utilities, and maintenance will be provided daily, except Saturday, Sunday, and Federal holidays. The Government shall have access to the leased space at all times without additional payment.
  - g. The Lessor shall complete any necessary alterations within 30 days after receipt of approved layout drawings.
  - h. The Offeror must have an active registration in the Central Contractor Registration (CCR) database, now the System for Award Management (SAM), via the Internet at [HTTPS://WWW.ACQUISITION.GOV](https://www.acquisition.gov), prior to final proposal revisions. This registration service is free of charge. To remain active, the Lessor must update or renew its registration annually. The Government will not process rent payments to Lessors without an active SAM Registration. The Government will recognize no change of ownership of the leased premises until the new owner registers in the SAM system.

**5. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)**

- |  |   |   |  |   |
|--|---|---|--|---|
| <input type="checkbox"/> HEAT                    | <input checked="" type="checkbox"/> TRASH REMOVAL       | <input type="checkbox"/> ELEVATOR SERVICE           | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input type="checkbox"/> ELECTRICITY             | <input type="checkbox"/> CHILLED DRINKING WATER         | <input type="checkbox"/> WINDOW WASHING Frequency:  | <input type="checkbox"/> PAINTING FREQUENCY Space Public Areas:        | <u>Lawn Care</u>  |
| <input type="checkbox"/> POWER (Special Equip.)  | <input type="checkbox"/> AIR CONDITIONING               | <input type="checkbox"/> CARPET CLEANING Frequency: |  |   |
| <input type="checkbox"/> WATER (Hot & Cold)      | <input type="checkbox"/> TOILET SUPPLIES                |   |  |   |
| <input checked="" type="checkbox"/> SNOW REMOVAL | <input checked="" type="checkbox"/> JANITORIAL CLEANING |   |  |   |

**6. OTHER REQUIREMENTS**

- The Lessor shall maintain the leased premises in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.
- 1. Daily. Dispose of all trash and garbage within or around the parking area.
  - 2. Weekly. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. All mowing must be completed before or after normal business hours which consist of 8 a.m. to 5 p.m.
  - 3. As Required. The Lessor shall remove snow and ice before the normal business hours and continue throughout the day to prevent a slip hazard. Chemicals and sand shall be used to reduce safety hazards due to ice and snow. The Lessor shall ensure there is an adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences. When snow is plowed onsite, the Lessor will ensure the contractor puts the snow in an area that will not hinder operations or block cars from leaving or entering the parking area.

**7. NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.**

**8. BASIS OF AWARD**

- THE ACCEPTABLE OFFER WITH THE LOWEST PRICE PER PARKING SPACE.
- OFFER MOST ADVANTAGEOUS TO THE GOVERNMENT, WITH THE FOLLOWING EVALUATION FACTORS BEING
  - SIGNIFICANTLY MORE IMPORTANT THAN PRICE
  - APPROXIMATELY EQUAL TO PRICE
  - SIGNIFICANTLY LESS IMPORTANT THAN PRICE
  - (Listed in descending order, unless stated otherwise):

Initials: \_\_\_\_\_ & \_\_\_\_\_  
Lessor Government

**PART II - OFFER (To be completed by Offeror/Owner and remain open until lease award)**

**A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT**

1. NAME AND ADDRESS OF BUILDING <i>(Include ZIP Code)</i>  South West Corner of 3 <sup>rd</sup> Street and North Main Wichita, Kansas 67202	2. LOCATION(S) IN BUILDING	
	a. FLOOR(S) N/A	b. ROOM NUMBER(S) N/A
	c. SPACES 54 Parking Spaces Common Area Factor N/A	d. TYPE <input type="checkbox"/> GENERAL OFFICE (300 USF) <input checked="" type="checkbox"/> OTHER <i>(Specify)</i> <input type="checkbox"/> WAREHOUSE 54 Parking Spaces

**B. TERM**

3. To have and to hold, for the term commencing on December 1, 2015 and continuing through November 30, 2020 inclusive. The Government may terminate this lease in whole or in part at any time by giving at least 60 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

**C. RENTAL**

4. Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated.

5. AMOUNT OF ANNUAL RENT 12/1/2015-11/31/2016 \$27,794.75 12/1/2016-11/31/2017 \$28,682.59 12/1/2017-11/31/2018 \$29,487.45 12/1/2018-11/31/2019 \$30,372.07 12/1/2019-11/31/2020 \$31,283.24	7. HVAC OVERTIME RATE PER HOUR N/A	8. ELECTRONIC FUNDS TRANSFER PAYMENT SHALL BE MADE TO <i>(Name and Address)</i> City of Wichita 455 North Main Wichita, Kansas 67202
6. RATE PER MONTH 12/1/2015-11/31/2016 \$2,316.23 12/1/2016-11/31/2017 \$2,390.22 12/1/2017-11/31/2018 \$2,457.29 12/1/2018-11/31/2019 \$2,531.01 12/1/2019-11/31/2020 \$2,606.94		

9a. NAME AND ADDRESS OF OWNER *(Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.)*  
City of Wichita, 455 North Main, Wichita, KS 67202

9b. TELEPHONE NUMBER OF OWNER 316-268-4237	10. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input type="checkbox"/> OWNER <input checked="" type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER <i>(Specify)</i>
11a. NAME OF OWNER OR AUTHORIZED AGENT <i>(Type or Print)</i> Carl Brewer	11b. TITLE OF PERSON SIGNING Mayor
11c. SIGNATURE OF OWNER OR AUTHORIZED AGENT	11d. DATE

Initials: \_\_\_\_\_ & \_\_\_\_\_  
Lessor Government

**PART III - AWARD (To be completed by Government)**

1. Your offer is hereby accepted. This award consummates the lease which consists of the following attached documents: (a) this GSA Form 3626, (b) Representations and Certifications, (c) the Government's General Clauses, and (d) the following changes or additions made or agreed to by you:

- a. Lessee shall be liable for all taxes levied against personal property, furniture, or fixtures placed by Lessee in the demised premises. If any such taxes for which Lessee is liable are levied or assessed against the Lessor, or Lessor's property, or if the assessed value of the Lessor's property is increased by inclusion of such personal property of the Lessee, the Lessee shall pay all such taxes within twenty (20) days from the date of a demand notice from the Lessor. If Lessee's use of the property causes ad valorem taxes to be levied against the leased premises, the Lessee shall be responsible for payment of all such ad valorem taxes. Lessee shall pay all such taxes within twenty (20) days from the date of a demand notice from the Lessor.
- b. The Lessor may terminate this lease in whole or in part at any time by giving at least 180 days notice in writing to the Government.
- c. The Government may, upon reasonable notice, direct the Lessor to initiate a tax appeal, or the Government may elect to contest the assessed valuation on its own behalf or jointly on behalf of Government and the Lessor. If the Government elects to contest the assessed valuation on its own behalf or on behalf of the Government and the Lessor, the Lessor shall cooperate fully with this effort, including, without limitation, furnishing to the Government information necessary to contest the assessed valuation in accordance with the filing requirements of the Taxing Authority, executing documents, providing documentary and testimonial evidence, and verifying the accuracy and completeness of records. If the Lessor initiates an appeal in the direction of the Government, the Government shall have the right to approve the selection of counsel who shall represent the Lessor with regard to such appeal, which approval shall not be unreasonable withheld, conditioned or delayed.
- d. The rent will not include annual escalation for services.
- e. The rent will not be subject to tax adjustments.

**2. THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.**

3a. NAME OF CONTRACTING OFFICER (Type or Print)	3b. SIGNATURE OF CONTRACTING OFFICER	3c. DATE
Gayle S. Dunning		

Initials: \_\_\_\_\_ & \_\_\_\_\_  
Lessor Government

City of Wichita  
City Council Meeting  
October 14, 2013

**TO:** Mayor and City Council

**SUBJECT:** Ordinance Making a Non-Substantial Change to the District Plan for Old Town Cinema District (District VI)

**INITIATED BY:** Office of Urban Development

**AGENDA:** Consent

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**Recommendations:** Place the ordinance on first reading amending the Old Town Cinema District Plan.

**Background:** On November 9, 1999, the City Council established the Old Town Cinema Redevelopment District for the purpose of generating tax increment financing (“TIF”) for eligible improvements located within the district. The action taken by the City Council set 1999 as the base year, from which the increase in property tax revenues (the tax increment) would be measured. On December 11, 2001, the City Council adopted an ordinance reducing the boundaries of the redevelopment district to the area from Santa Fe to Washington and from Second Street to Third Street.

The district plan adopted in 1999 and amended in 2001 omitted a map generally describing the proposed project areas within the redevelopment district. In order for the City to adopt future project plans for redevelopment of the area, the district plan needs to be amended to include the map.

**Analysis:** When a City establishes a redevelopment district it also adopts a district plan, which provides a general description of the areas where redevelopment will occur, as well as the general plan for redevelopment within those areas. When the City adopted the district plan in 1999, a map outlining the proposed project areas was omitted.

The inclusion of a map with the district plan allows the City to clarify its plan for redevelopment of the area. The map is included as an exhibit to the attached ordinance. The map does not include additional land or a substantial change to the district plan.

**Financial Considerations:** There are no additional financial costs associated with the non-substantial change. All costs of publishing the ordinance will be paid from the City’s Economic Development Fund and will be reimbursed from the TIF proceeds.

**Legal Considerations:** The City’s bond counsel has reviewed the amendment and determined that insertion of a map does not constitute a substantial change under the TIF statute. The ordinance has been prepared by bond counsel, reviewed by the Law Department and approved as to form.

**Recommendation/Action:** It is recommended that the City Council place the amending ordinance on first reading and authorize the necessary signatures.

**Attachment(s):** Ordinance amending the Old Town Cinema District Plan

(Published in *The Wichita Eagle* on October 24, 2014)

**ORDINANCE NO. 49-849**

**AN ORDINANCE AMENDING ORDINANCE NO. 44-464 OF THE CITY OF WICHITA, KANSAS, AS PREVIOUSLY SUPPLEMENTED BY ORDINANCE NO. 45-157 OF SAID CITY, RELATING TO A NON-SUBSTANTIAL CHANGE TO THE DISTRICT PLAN FOR THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT.**

**WHEREAS**, by Ordinance No. 44-464, adopted December 21, 1999, and published December 24, 1999, the City of Wichita, Kansas (the “City”) established a redevelopment district pursuant to K.S.A. 12-1770 *et seq.*, as amended, known as the Old Town Cinema Redevelopment District (the “District”), and

**WHEREAS**, by Ordinance No. 45-157, adopted December 18, 2001, and published December 22, 2001, the City removed certain property and reduced the boundaries of the District pursuant to K.S.A. 12-1771(g); and

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

**WHEREAS**, a map generally describing the redevelopment project areas was omitted from the District Plan, which was *Exhibit B* to Ordinance No. 44-464; and

**WHEREAS**, *Exhibit B* to Ordinance No. 44-464 needs to be amended to include *Schedule 1* thereto which shall be a map generally describing the redevelopment project areas; and

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

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

**Section 1. Amendment.** *Exhibit B* to Ordinance No. 44-464 is hereby amended by the insertion of *Schedule 1* thereto in the form attached hereto and incorporated herein by reference.

**Section 2. Ratification.** The rest and remainder of Ordinance No. 44-464 is hereby ratified and confirmed.

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

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**PASSED** by the City Council of the City on October 21, 2014 and **SIGNED** by the Mayor.

(SEAL)

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

APPROVED AS TO FORM:

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Sharon L. Dickgrafe, Interim Director of  
Law and City Attorney

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**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on October 21, 2014; that the record of the final vote on its passage is found on page [\_\_\_\_] of journal [\_\_\_\_]; and that the Ordinance or a summary thereof was published in *The Wichita Eagle* on October 24, 2014, and that the Ordinance has not been modified, amended or repealed and is in full force and effect as of this date..

DATED: October 24, 2014.

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Karen Sublett, City Clerk

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## **EXHIBIT B**

### **REVISED DISTRICT PLAN FOR THE REDEVELOPMENT OF THE OLD TOWN CINEMA REDEVELOPMENT DISTRICT THROUGH TAX INCREMENT FINANCING**

#### **SECTION 1: PURPOSE**

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

#### **SECTION 2: DESCRIPTION OF TAX INCREMENT INCOME**

Projects financed through tax increment financing typically involve the creation of an "increment" in real estate property tax income. The increment is generated by segregating the assessed values of real property located within a defined geographic area such that a portion of the resulting property taxes are paid to the City to fund projects in the redevelopment district, and the remaining portion is paid to all taxing jurisdictions. The portion of property taxes paid to the City in this way is determined increase in the assessed value of the properties within the redevelopment district as a result of the new development occurring within the area. When the aggregate property tax rates of all taxing jurisdictions are applied to this increase in assessed property value from new development, increment income is generated. Public improvements within the district may be funded by the City and repaid over a specified period of time with this increment income. The property taxes attributable to the assessed value existing prior to redevelopment, the "original valuation," are distributed to all taxing jurisdictions just as they were prior to redevelopment. This condition continues until all eligible project costs are funded, or for the 20-year duration of the established district, as defined by statute, whichever is shorter.

#### **SECTION 3: BUILDINGS AND FACILITIES**

The proposed redevelopment district is within the city limits of Wichita, Kansas immediately north of the Old Town Redevelopment District. The district is bounded on the north by Third Street North, on the east by Washington, on the south by Second Street North, and on the west by Santa Fe Avenue.

Most of the structures in the district were built in the early 1900's. A majority of these structures are being used as warehouses, but there are a few retail businesses along the main streets (Second Street and Washington). Curbs, gutters, streets and street lighting are well below average. Some of the streets appear to have designed as alleys to provide access to loading docks behind warehouses. Streets are a mixture of brick concrete and asphalt. Curbs and gutters are intermittent throughout the district.

The condition of the area is typical of that of a seventy to ninety year old industrial section. Minimal upkeep has been provided for the infrastructure, and the structures have slowly deteriorated with time. With warehousing being the primary business in the area, major improvements to buildings, streets, etc., have not been a priority.

#### **SECTION 4: REDEVELOPMENT**

The first phase for redevelopment, the Old Town Cineman Redevelopment Project, has been completed. The project consists of a multi-screen cinema complex, a two-story mixed-use park/retail facility, two commercial retail buildings, and a public plaza area. The project is located in the western half of the

redevelopment district. The use of tax increment financing was limited to public infrastructure improvements, such as property acquisition, streetscape, public parking, utility extensions and public art.

Current plans for the next phases of redevelopment in the area include the Mosley Avenue and Washington Avenue Corridor projects. Mosely Avene will include a mixed-use commercial project as well as public infrastructure improvements to Rock Island and Mosley Avenues. It is anticipated that improvements within the Washington Corridor project will include more extensive public infrastrucure improvements to support a mixed use redevelopment, including demolotion and new construction, project along the corridor.

## **SECTION 5: SUMMARY**

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

*SCHEDULE I*

**MAP GENERALLY DEPICTING PROJECT AREAS**

[ON FOLLOWING PAGE]

# Schedule 1

## Old Town Cinema Redevelopment District

City of Wichita, Kansas

- Old Town Cinema Tax Increment District
  - Property Parcels Inside District
  - Property Parcels Outside District
- Project Areas**
- Mosley Avenue
  - Old Town Cinema
  - Washington Avenue Corridor

Software: ArcGIS 10.1  
Hardware: Dell Precision  
Printer: HP 5000 Plotter

Map Data Source:  
Property Parcels provided by Sedgwick County GIS.

Road Centerlines provided by City of Wichita

Friday, October 10, 2014 2:12:45 PM  
X:\geowork\ProjectWork\EconDev\OTCinemaProject\Map.mxd

It is understood that while the City of Wichita Data Center Geographical Information Systems Department have no indication and reason to believe that there are inaccuracies in information incorporated in the data map, the Data Center GIS per



204

N SANTA FE AVE

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council  
**SUBJECT:** Contract Amendment for Paratransit Service Review  
**INITIATED BY:** Wichita Transit  
**AGENDA:** Consent

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**Recommendation:** Approve the amendment to the contract.

**Background:** Americans with Disabilities Act (ADA) transportation services are a federally mandated responsibility of Wichita Transit (WT.) Wichita Transit's obligation for Paratransit service is met through the operation of the Paratransit division within Wichita Transit and by contracting with private agencies.

Wichita Transit analyzed and evaluated Paratransit operations utilizing consulting services. In August, 2013, Wichita Transit received two proposals for the Paratransit Service Review; Robbie Sarles and Associates (RLS) and Parsons Brinkerhoff. A selection committee chose RLS based on the quality of their proposal, past experience and cost. The quote received from RLS to complete the project was \$60,302, which was financed 80% (\$48, 241.60) from Federal funds and 20% (\$12,060.40) from local match. Local Match funds were included in the annual budget. The City Council approved this contract on October 22, 2013.

Paratransit services were evaluated in three general areas:

- An evaluation of the Paratransit division to determine system performance operating characteristics.
- An evaluation of the services provided by contracting agencies including analysis of costs, operating characteristics, system performance and federal compliance.
- An evaluation and analysis of the Wichita Transit ADA certification process to determine federal compliance.

The study was completed in early 2014 and provided an assessment of Paratransit service performance, compliance with Federal guidelines and made recommendations for improvements that will lead to more effective service.

**Analysis:** Wichita Transit (WT) is requesting to amend the contract with RLS to include two additional tasks for the Paratransit Service Review:

The first of these tasks is ADA Contractor Strategic Planning. Wichita Transit (WT) staff met with RLS to define meeting goals and refine a meeting agenda for a discussion with current Paratransit Contractors. RLS then facilitated a day-long meeting with Paratransit Contractors on July 9, 2014, to review Paratransit assessment, discuss mandatory changes and define timeline for change. Following this meeting, RLS met with WT staff again to review the timeline and elements of a new Request for Proposal (RFP) for Paratransit Service Contractors to include the changes discussed in the Paratransit Contractor Meeting.

The second task to be completed by RLS is the development of a new RFP for Paratransit Service Contractors. RLS will work with WT to develop a new Paratransit Service Contractor RFP that is compliant with FTA Procurement Policy and reflects discussions from the Paratransit Contractor meeting; as well as, WT's goals.

**Financial Consideration:** The quote received from RLS to complete these tasks is \$7,820.25, which will be financed 80% (\$6,256.20) from Federal funds and 20% (\$1,564.05) from local match. Local Match funds are included in the annual budget.

**Legal Consideration:** The Law Department has reviewed and approved the amendment to the contract as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the amendment to the contract with Robbie Sarles and Associates and authorize the necessary signatures.

**Attachments:** Contract

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR CONSULTING SERVICES DATED OCTOBER 23, 2013  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
RLS AND ASSOCIATES  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"CONTRACTOR"

WITNESSETH:

WHEREAS, there now exists a Contract (dated October 23, 2013) between the two parties covering consultant services to be provided by the CONTRACTOR in conjunction with the Paratransit Service Review.

WHEREAS, the CITY now desires to proceed with Task A and Task B related services to the above referenced Contract. Provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONTRACTOR 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

Paratransit Assessment Contract Amendment.

Task A- ADA Contractor Strategic Planning

Day 1- Meeting with WT staff to develop vision for Paratransit Contractor Meeting.

RLS will meet with WT staff to discuss the meeting and define goals of the meeting. The meeting will allow RLS to adjust presentation sent to WT on 7/1/14 accordingly.

Day 2- Paratransit Contractor Meeting

RLS will facilitate a day-long meeting with Paratransit Contractors to review Paratransit Assessment, discuss mandatory changes and define timeline for change.

Day 3- Follow Up

RLS will meet with WT staff to review timeline and elements of a new RFP to include changes discussed in Contractor Meeting.

Task B- RFP Development

RLS will work with WT to develop a new Paratransit Contractor RFP that is compliant with FTA Procurement Policy. The RFP will reflect discussions from the contractor meeting and also WT's goals.

A draft RFP will be completed one month from the Paratransit Contractor Meeting. A final version, after review by WT will be complete two weeks later.

B. PAYMENT PROVISIONS

Payment to the CONTRACTOR for the performance of the professional services as outlined in this supplemental agreement will be **\$7,820.25.**

C. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the CONTRACTOR have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, City Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon L. Dickgrafe  
Interim Director of Law and City Attorney

**RLS and Associates**

\_\_\_\_\_  
(Name and Title)

ATTEST:

\_\_\_\_\_

**City of Wichita  
City Council Meeting  
October 14, 2014**

**TO:** Mayor and City Council

**SUBJECT:** Improvements to East Kellogg from Cypress to Wiedemann (District II)

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

**AGENDA:** Consent

**Recommendation:** Approve the supplemental funding agreement, supplemental design agreement, and revised budget, and adopt the resolutions.

**Background:** On January 10, 2012, the City Council approved an agreement with the Kansas Department of Transportation (KDOT) regarding funding for improvements to East Kellogg from Cypress to Wiedemann, including the interchange at Webb Road and the Kansas Turnpike Authority (KTA). The agreement provided that KDOT would reimburse the City for 100% of the construction costs in excess of the City’s contribution of \$7.2 million. The agreement has since been modified as detailed below.

KDOT Funding Agreement History		
SA No.	Date Approved	Changes Made
1	April 22, 2013	Limited KDOT’s total contribution to \$162 million in aggregate for this and the adjacent project, which covers Kellogg from Wiedemann to 127 <sup>th</sup> Street East and the Greenwich interchange. Established responsibility for any trails or sidewalks that might be constructed with the project.
2	October 11, 2013	Added KDOT requirements regarding design and right-of-way plans, specifications, geotechnical investigations, consultant qualifications, and other engineering details.

On December 4, 2007, the City Council approved an agreement with Parsons Brinkerhoff, Inc. for design of the improvements at a cost of \$6,795,601. The following supplemental design agreements (SDA) have been approved by the City Council to date:

Parsons Brinkerhoff Agreement History			
<u>Agreement</u>	<u>Date Approved</u>	<u>Services Provided</u>	<u>Cost</u>
Original	December 4, 2007	Original design services agreement.	\$6,795,601
SDA 1	March 2, 2010	Development and evaluation of additional design concepts, traffic simulation models, and schematics.	\$451,293
SDA 2	September 14, 2010	Development of temporary signalization improvements at Kellogg and 159 <sup>th</sup> Street East, additional design concepts for the Webb and KTA interchange, aesthetic development, and coordination with property owners.	\$759,643
SDA 3	April 17, 2012	Modification of plans to Kansas Department of Transportation (KDOT) format, support for right-of-way acquisition, redesign to accommodate new commercial development, incorporation of aesthetic elements and Intelligent Transportation System (ITS) features, and development of a Transportation Management Plan for the construction phase.	\$1,006,910
			Design services subtotal \$9,013,447
SDA 4	May 14, 2013	Incorporation of ITS features at an additional location as required by KDOT and additional aerial exhibits, property staking, tract map revisions, and design review drawings made necessary by initiation of the eminent domain process.	\$174,132
SDA 5	January 14, 2014	Design and consultation services for the Webb and KTA interchange construction phase, including shop drawing reviews, requests for information, oversight of aesthetic element construction, and on-site plan reviews.	\$599,322
			Construction related services subtotal <u>\$773,454</u>
			Total contract cost to date \$9,786,901

**Analysis:** An additional supplemental funding agreement has been prepared which further details KDOT’s contribution to the project. KDOT’s contribution for construction remains 100% of costs in excess of the City’s \$7.2 million for the Cypress to Wiedemann (Webb) project, with an aggregate cap of \$162 million for it and the Wiedemann to 127<sup>th</sup> Street East (Greenwich) projects combined, as previously approved. The original agreement provided that the \$162 million in T-WORKS funding could only be used for construction and construction engineering. The proposed supplemental agreement allows the use of \$3 million for redesign and utility relocation for the Webb project.

The Webb project was bid for construction on January 24, 2014, with the only bid submitted exceeding the estimated cost by more than \$27 million. The design team then began evaluating the design to identify aspects that could be changed without affecting functionality. As the evaluation progressed, the KTA and KDOT conducted a traffic study to evaluate the possibility of making design changes with the Webb and KTA connection if improvements were made at the K-96, KTA, and Kellogg interchange.

The KTA and KDOT selected TranSystems to study traffic movements and develop design concepts for a system-to-system-to-system interchange at Kellogg, K-96, and the KTA. City staff, KDOT, KTA, and TranSystems evaluated proposed concepts for an interchange at K-96 and Kellogg, including the impact

to the Kellogg and Webb Interchange. Following the evaluations, the KTA Board approved a preliminary concept for a system-to-system-system connection at Kellogg, K-96, and the KTA, which allows direct movements at the Kellogg and Webb Interchange to be modified.

A supplemental design agreement has been prepared to provide the needed design changes to the Webb project. The proposed design modifications will provide an estimated \$30 million in savings on the cost of construction by eliminating a bridge and frontage road tunnel, reducing the length and height of the retaining walls in certain areas, and eliminating on- and off-ramps to and from Kellogg. A portion of this savings is proposed to be used toward the City’s contribution to the new K-96 interchange improvements.

**Financial Considerations:** The total estimated cost of the work provided by SDA No. 6 is \$2,505,484. A credit of \$1,047,052 against the total cost of the new supplemental agreement is available due to under runs and the elimination of design elements which are no longer needed based on the revised project design. The net cost of SDA No. 6 is \$1,458,432 and the total revised contract cost is \$11,245,333.

Parsons Brinkerhoff Services		
Design services		\$9,013,447
Construction related services		\$773,454
Total cost of SDA No. 6	\$2,505,484	
Credit adjustment	<u>\$(1,047,052)</u>	
Net cost of SDA No. 6		<u>\$1,458,432</u>
	Total contract cost	<u>\$11,245,333</u>

The existing budget for design and staff oversight, which was approved by the City Council on May 22, 2012, is \$9,723,448 and is funded by Local Sales Tax. Staff proposes distributing the \$3 million in T-Works funding as shown below.

Distribution of T-Works Funding and Revised Budget		
Previously approved Local Sales Tax funding:		
PB design services	\$9,013,447	
Staff oversight	<u>\$710,001</u>	\$9,723,448
Proposed T-Works (KDOT) funding		<u>\$1,600,000</u>
	Total revised design budget	\$11,323,448
<u>Right-of-Way and Utility Relocation Funding</u>		
Proposed T-Works (KDOT) funding		\$1,400,000

**Legal Considerations:** The Law Department has reviewed and approved the supplemental funding and design agreements and resolutions as to form.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental funding and design agreements, approve the revised budget for design and the budget for utility relocation, adopt the resolutions, and authorize all necessary signatures for the acquisition or granting of easements, utility relocation agreements, and required permits.

**Attachments:** KDOT Supplemental Agreement No. 3, Supplemental Design Agreement No. 6, budget sheets, and resolutions.

**RESOLUTION NO. 14-306**

**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:

**The design improvements to Kellogg, between Cypress and 127<sup>th</sup> Street East (472-84615)**

(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; and

**WHEREAS**, the Project has been previously authorized pursuant to Ordinance No. 49-275, this Resolution is intended to supplement that Ordinance and to authorize the Project pursuant to the Act.

BE IS 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 **\$11,323,448** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or 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 reimbursed expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. 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 October 14, 2014.

---

CARL BREWER, MAYOR

(SEAL)

ATTEST:

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KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

---

SHARON L. DICKGRAFE  
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

**RESOLUTION NO. 14-307**

**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:

**The acquisition of right-of-way and relocation of utilities on Kellogg between Cypress and 127<sup>th</sup> Street East (472-85182)**

(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 IS 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 **\$1,400,000** in accordance with the plans and specifications therefor prepared under the direction of the City Engineer and approved by the Governing Body; and plans and specification to be placed on file in the office of the City Engineer.

**Section 2. Project Financing.** All or 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 reimbursed expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation §1.150-2.

**Section 3. 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 October 14, 2014.

---

CARL BREWER, MAYOR

(SEAL)

ATTEST:

---

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

---

SHARON L. DICKGRAFE  
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

# Project Request

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

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities   DIVISION: Engineering   RESOLUTION/ORDINANCE #: 14-

FUND: 400 Street Improvements   SUBFUND: 400 Freeways   ENGINEERING REFERENCE #: 472-84615

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

PROJECT #: 401506   PROJECT TITLE: Kellogg, Cypress - 127th St E Design

PROJECT DETAIL #: 03   PROJECT DETAIL DESCRIPTION: Kellogg, Cypress - 127th St E Design

OCA #: 705006   OCA TITLE: Kellogg, Cypress - 127th St E Design

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

PROJECT MANAGER: Mike Armour   PHONE #: 268-4598

NEW BUDGET    REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9730 S.A. Bonds</u>	\$1,075,645.00	(\$1,075,645.00)	\$0.00
<u>9800 LST</u>	\$8,647,803.00	\$1,075,645.00	\$9,723,448.00
<u>8062 Federal pass thru State</u>	\$0.00	\$1,600,000.00	\$1,600,000.00
_____	\$0.00	\$0.00	\$0.00
_____	\$9,723,448.00	\$1,600,000.00	\$11,323,448.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 Contractuals</u>	\$9,723,448.00	\$1,600,000.00	\$11,323,448.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
<b>Total Expense:</b>	<b>\$9,723,448.00</b>	<b>\$1,600,000.00</b>	<b>\$11,323,448.00</b>

NOTES:  
\$1.6M from KDOT  
Supp Fund Agmt No.  
3 and Correction  
from 2010 (no SA)

**SIGNATURES REQUIRED**

Print Form

DIVISION HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_ DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_ DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_ DATE: \_\_\_\_\_

# Project Request

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

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities   DIVISION: Engineering   RESOLUTION/ORDINANCE #: 14-

FUND: 400 Street Improvements   SUBFUND: 400 Freeways   ENGINEERING REFERENCE #: 472-85182

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

PROJECT #: 401515   PROJECT TITLE: Kellogg, Cypress - 127th St E ROW and Utility Relocation

PROJECT DETAIL #: 01   PROJECT DETAIL DESCRIPTION: Kellogg, Cypress - 127th St E ROW and Utility Relocation

OCA #: 705015   OCA TITLE: Kellogg, Cypress - 127th St E ROW and Utility Relocation

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

PROJECT MANAGER: Mike Armour   PHONE #: 268-4598

NEW BUDGET    REVISED BUDGET

## REVENUE

## EXPENSE

<b>Object Level 3</b>	<b>Budget</b>	<b>Object Level 3</b>	<b>Budget</b>
<u>8062 Federal pass thru State</u>	<u>\$1,400,000.00</u>	<u>2999 Contractuals</u>	<u>\$1,400,000.00</u>
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00
_____	\$0.00	_____	\$0.00

**REVENUE TOTAL:**   \$1,400,000.00

**EXPENSE TOTAL:**   \$1,400,000.00

NOTES: \$1.4 M from KDOT Supplemental Funding Agreement No. 3

Print Form

### **SIGNATURES REQUIRED**

DIVISION HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

DEPARTMENT HEAD: \_\_\_\_\_   DATE: \_\_\_\_\_

BUDGET OFFICER: \_\_\_\_\_   DATE: \_\_\_\_\_

CITY MANAGER: \_\_\_\_\_   DATE: \_\_\_\_\_

Supplemental No. 3 to  
Agreement No. 216-11  
§ SA 1 & 2

PROJECT NO. 54-87 KA-2382-01  
NHPP-A238(201)  
RECONSTRUCTION  
CITY OF WICHITA, KANSAS

WEBB

**SUPPLEMENTAL AGREEMENT No. 3**

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary." Collectively, referred to as the "Parties."

**RECITALS:**

**WHEREAS**, the Parties entered into an Agreement dated February 6, 2012, hereinafter referred to as the "Original Agreement" for Reconstruction of Kellogg Avenue/US-54 in the City to a 6-lane freeway section with frontage roads from Cypress East to Wiedemann with interchanges at Webb Road and the Kansas Turnpike Authority (KTA), and

**WHEREAS**, the Parties entered into a Supplemental Agreement No. 1 dated April 22, 2013 ("Supplemental No. 1") to set the Secretary's total participation, state and federal combined funds, for the Project (Project No. 54-87 KA-2382-01) as it relates to Project No. 54-87 KA-2389-01 and to clarify the terms and conditions regarding use of KDOT right-of-way for the Project, and

**WHEREAS**, the Parties entered into a Supplemental Agreement No. 2 dated October 11, 2013 ("Supplemental No. 2") to clarify City responsibilities related to the Project for the purpose of securing the benefits of the current Federal-Aid Transportation Act, and

**WHEREAS**, the Parties now desire to supplement the Original Agreement to adjust the Secretary's total participation for the Project (Project No. 54-87 KA-2382-01) as it relates to Project No. 54-87 KA-2389-01.

**NOW, THEREFORE**, in consideration of these premises, the Parties agree as follows:

1. On page 1 of the Original Agreement, ARTICLE I, THE SECRETARY AGREES, paragraph 2, be replaced in its entirety to read as follows:

**2. Payment of Costs.**

- a. Construction and Construction Engineering. The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project that exceed \$7,200,000.00.
- b. Preliminary Engineering and Utility Adjustments Costs. The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of

preliminary engineering and utility adjustments, but not to exceed \$3,000,000.00 for the Project.

- c. Upper Limit of Compensation. Notwithstanding the foregoing subparagraphs (a) and (b) above, the Secretary's combined funding towards costs for this Project and Project No. 54-87 KA-2389-01 shall not exceed \$162,000,000.00 when considered in the aggregate.
- d. Partial Payments. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the plans and specifications.
- e. Non-Participating Costs. The Secretary shall not be responsible for any costs of rights of way for the Project and other non-participating costs associated with the Project.

2. On page 6 of the Original Agreement, ARTICLE II, THE CITY AGREES, paragraph 20, be replaced in its entirety to read as follows:

20. **Financial Obligation.**

- a. Construction and Construction Engineering. The City agrees to responsible for \$7,200,000.00 of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project.
- b. Preliminary Engineering and Utility Adjustments. The City will also be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering and Utility adjustments that exceed \$3,000,000.00 for the Project.
- c. Remaining Costs. The City agrees to be responsible for one hundred percent (100%) of the total actual costs of rights of way for the Project. Further, the City will also be responsible for one hundred percent (100%) of the remaining balance for the total actual costs of preliminary engineering, construction (which includes the costs of all construction contingency items), construction engineering, and utility adjustments for the Project that exceeds the Secretary's combined funding of \$162,000,000.00 for Projects Nos. 54-87 KA-2382-01 and 54-87 KA-2389-01 when that funding is considered in the aggregate.

**THIS SUPPLEMENTAL AGREEMENT** shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.

***The signature page immediately follows this paragraph.***

**IN WITNESS WHEREOF**, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Approved as to Form:

*Sharon L. Dickgrafe*  
\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

SUPPLEMENTAL AGREEMENT NO. 6

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 4, 2007

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

“CITY”

AND

PARSONS BRINCKERHOFF, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

“ENGINEER”

WITNESSETH:

WHEREAS, there now exists an AGREEMENT (dated December 4, 2007) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to the EAST KELLOGG IMPROVEMENTS (US-54) FROM CYPRESS TO 127<sup>TH</sup>.

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:

**East Kellogg Improvements (US-54) from Cypress to 127<sup>th</sup> Street  
(Project No. 472 84615\_705006)  
See Exhibit “A”**

**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 will increase the total contract by \$1,453,431.71

**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 by **See Exhibit "A"**;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

**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 \_\_\_\_\_, 2014.

BY ACTION OF THE CITY COUNCIL

\_\_\_\_\_  
Carl Brewer, City Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney  
and Director of Law

PARSONS BRINCKERHOFF, INC.

\_\_\_\_\_  
Raja Govindaswamy, PE, Vice President

ATTEST:

\_\_\_\_\_

**Exhibit "A" to Supplement 6 – Additional Scope of Services**

**Project I: East Kellogg Improvements (US-54)**

The scope of services as described below are in addition to Exhibit "A" of the Agreement for Professional Services with the City of Wichita, Kansas ("CITY") made December 4, 2007 and are in accordance with Section IV. Paragraph B. of that Agreement. Scope removals and replacements are also included, identified as such in the relevant text. Additional services were requested by the City of Wichita Engineering. Sections are outlined as per the original Agreement for Professional Services.

**SECTION I – GENERAL**

**Project Description**

Replace the Project Description section of Exhibit "A" of the Agreement of Professional Services with the following:

The project scope will consist of survey, evaluation of alternative concepts and preparing final plans, specifications and cost estimate (PS&E) for a six-lane urban freeway with one-way, two-lane continuous frontage roads on each side of the freeway. The anticipated project length is approximately 1.2 miles on Kellogg Avenue, beginning approximately at the east terminus of the City of Wichita Project No. 468-83638 (Rock Road Interchange) extending east to approximately Trig Street. This scope of services includes only minimal changes as required to tie-in to the Rock Road Interchange improvements. Services will not include any modification to the existing grade separation structure at Eastern Street.

This scope of services includes design and plan updates to the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange. This scope of services assumes minimal changes to the September 30, 2013 plans for the following design components:

- Survey
- Frontage Roads and corresponding, storm sewer, waterline, sanitary sewer, lighting and pavement marking design east of Webb Road
- Webb Road street and corresponding, storm sewer, waterline, sanitary sewer, lighting and pavement marking design
- No significant change to Ramps G, H, J and K.

This scope of services does NOT include re-design or plan updates to the East Kellogg (US-54/400) – Greenwich Interchange (City of Wichita Project No. 472-85032) plans to accommodate proposed improvements by the Kansas Turnpike Authority (KTA). All work to be performed by PB to accommodate proposed improvements by the Kansas Turnpike Authority (KTA) unless otherwise stated shall be compensated for through a Supplemental Agreement to be executed between the CITY and PB prior to rendering of such services.

The Design Project Schedule will begin at Notice To Proceed (NTP) and end at Construction Bid Letting & Award date as noted in the Schedule section of this proposal. All work to be performed by PB beyond the Construction Bid Letting & Award date, herein referred to as Construction

Phase Services, including Shop Drawing Reviews, Construction Management, Construction Inspection, Request For Information (RFI), Permitting process during Construction Phase, Public Meetings and Involvement during Construction Phase and other required services shall be compensated for through a Construction Phase Services Supplement to be executed between the CITY and PB prior to rendering of such services.

### **Construction Packages**

Replace the Construction Packages section of Exhibit "A" of the Agreement of Professional Services with the following:

One (1) construction package will be issued as follows:

- East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031)

The construction package will be formatted to allow for temporary and permanent ties to the adjacent East Kellogg (US-54/400) – Greenwich Interchange (City of Wichita Project No. 472-85032).

### **Design Components**

Replace the Design Components section of Exhibit "A" of the Agreement of Professional Services with the following:

1. Survey
2. Traffic Engineering
3. Roadway Design
4. Geotechnical Engineering
5. Structures
6. Drainage
7. Traffic Signals
8. Pavement Marking
9. Project Signing / ITS
10. Freeway/Street Lighting
11. Art & Aesthetics
12. Landscaping
13. ROW Strip and ROW Tract Maps
14. Utilities
15. Maintenance of Traffic (MOT)
16. Environmental Permits, Clearances and Approvals
17. Specifications / Special Provisions
18. Bid Documents

### **Deliverables**

2. Traffic Analysis Report
  - c. PB will update the Traffic Analysis Report dated November 2010, based upon data collected, traffic projections, analysis results and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.
3. Concept Schematic & Report
  - k. PB will prepare one (1) final strip map schematic for the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) to present the CITY Council, based upon the U-Turn concept as depicted in the Design Concept

Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange

- I. The scope of services does NOT include updating the Design Concept Report dated January 2010
4. Drainage Analysis Report
  - c. PB will update the Drainage Report dated June 2011, based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange
5. Art & Aesthetic Report (paper copies and electronic pdf file)
  - d. PB will conduct one (1) additional meeting with the Design Council for the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031)

#### **KTA Responsibilities**

1. KTA will provide final traffic projections, recommendations and VISSIM simulation from the KTA's Improvement Project at US-54/I-35/K96 Interchange on or before October 31, 2014.

### **SECTION II – SPECIFIC SCOPE DETAILS**

#### **A. SURVEY**

##### **A.2 Ground Survey**

- Pick up ground survey to acquire topographical information of ITS camera and equipment installed at the intersection of Kellogg Drive and Eastern Street.

#### **B. TRAFFIC ENGINEERING**

##### **B.1 Traffic Counts and Future Projections**

- An additional one (1) concept consisting of preliminary geometric layout and traffic analysis will be developed for the KTA/Webb Road Interchange, based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange

#### **C. ROADWAY DESIGN**

Replace section C of Exhibit "A" of the Agreement of Professional Services with the following:

The scope of services consists of performing design and plan preparation for:

- Kellogg Avenue (US-54)
- KTA/Webb Road Interchange
- Parallel Frontage Roads
- Arterial Streets
- Secondary Side Roads & Entrances

Kellogg Avenue (US-54) will consist of a continuous divided 6-lane urban freeway designed for 70 mph speed for through traffic. The freeway section will be depressed under Webb Road. There

will be a continuous one-way 2-lane frontage road on each side of Kellogg Avenue (US-54). Concrete pavement is assumed for all roadway design with the possibility of asphalt transitions on the side roads.

Reconfiguration and redesign of private circulation such as parking lots is not included in this scope of services.

### **C.1 Freeway and Interchanges**

Replace section C.1 of Exhibit "A" of the Agreement of Professional Services with the following:

- Design Kellogg Avenue (US-54) and Webb/KTA Interchange as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange. This scope of services assumes minimal changes to ramps G, H, J and K.

### **C.2 Frontage Roads**

Replace section C.2 of Exhibit "A" of the Agreement of Professional Services with the following:

- Design the frontage roads as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange. This scope of services assumes minimal changes to the frontage roads east of the Webb Road intersection.

### **C.3 Arterial Streets**

Replace section C.3 of Exhibit "A" of the Agreement of Professional Services with the following:

Arterial street design will include curb and gutter, driveways, valley gutters, ADA compliant sidewalks, turn lanes and storage bays.

- Design Webb Road as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange. This scope of services assumes minimal changes to Webb Road.
- Design the intersection of Kellogg Drive and Eastern Street as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange. This scope of services assumes minimal changes to Eastern Street.
- Design Webb Road as required in coordination with the Signalization of Webb Road and Corporate Hills Drive, City of Wichita Project No. 472 84926.

- This scope of services includes design and plan updates to remove the Greenwich Road improvements as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013.

#### **C.4 Secondary Side Roads, & Entrances**

Replace section C.4 of Exhibit "A" of the Agreement of Professional Services with the following:

Secondary Side Roads shall consist of two-lanes, one north bound and one south bound, and shall match existing pavement in minimum practical distance. The roadway section will include curb and gutter with twelve foot lanes.

- Design the following secondary side roads and entrances as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.
  - 1) Cypress Street
  - 2) Trig Street
- Design the following secondary side roads and entrances as per the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013:
  - 1) Wildcat Lane
  - 2) Tractor Supply Entrance
  - 3) Club Rodeo Entrance
  - 4) Carmax Entrance
  - 5) Chateau Street
  - 6) Hawker Beechcraft Entrance
  - 7) Golden Corral Entrance
  - 8) Corporate Hills Drive
  - 9) Maxwell Addition Drive
  - 10) KTA Drive
  - 11) Orme Street
- Design up to four (4) entrances as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate the proposed development at the northeast corner of Webb Road and Kellogg Avenue. This scope of services assumes two (2) entrances off Webb Road and two (2) entrances off the north frontage road.
- The KTA Access Road as shown in plans previously prepared by others is not included as part of this project or in this scope of services.

#### **D. GEOTECHNICAL ENGINEERING**

This scope of services assumes NO additional site subsurface investigation is required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

#### **E. STRUCTURES**

Replace section E of Exhibit "A" of the Agreement of Professional Services with the following:

The scope of services consists of performing design, plan preparation and project special provisions for the assumed grade separations, drainage structures and retaining walls as noted in the subsequent subsections. Final design and plan preparation will be based on the field check plans and field check report.

Refer to section Y of Exhibit "A" of the Agreement of Professional Services for approved aesthetic enhancements.

Design will be in accordance with KDOT Design Manuals, and AASHTO Bridge Design Specifications.

KDOT Virtis shall be used to prepare Structure Inventory and Appraisal (SI&A) documents and calculate load ratings for all final bridges. SI&A documentation includes National Bridge Inventory (NBI) bridge inspection.

Noise walls are not anticipated and are not included in this scope of services.

### **E.1 Grade Separations**

Replace section E.1 of Exhibit "A" of the Agreement of Professional Services with the following:

- This scope of services includes design and plan updates to remove the following structures as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013.
  - 1) Br. No. 54-87-31.88 (824)
  - 2) Br. No. 54-87 31.88 (825)
- This scope of services includes design and plan updates to Br. No. 54-87-32.12 (826) - Webb Road Bridge over Kellogg Avenue as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

### **E.2 Drainage Structures**

Replace section E.2 of Exhibit "A" of the Agreement of Professional Services with the following:

Drainage structures are assumed as Reinforced Concrete Box (RCB) bridges and will be designed as per KDOT standard specifications. Standard RCB design shall be provided by KDOT and modified by PB as necessary. One (1) RCB bridge location is assumed in this scope of services.

This scope of services includes design and plan updates as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

### **E.3 Retaining Walls**

Replace section E.3 of Exhibit "A" of the Agreement of Professional Services with the following:

For East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031)

- Soldier Pile Retaining Walls G and H as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013
- MSE Retaining Walls J and K
- Approximately 1,200 feet of additional MSE Walls

Three line drawings, details and cross sections will be prepared as per KDOT specification.

This scope of services includes design and plan updates as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

## **F. DRAINAGE**

### **F.1 Storm Sewer System**

Replace section F.1 of Exhibit "A" of the Agreement of Professional Services with the following:

The scope includes the design of a closed storm sewer system for the mainline, frontage roads and side roads within the project limits.

- Design the closed storm sewer system as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.
- This scope of services includes coordination with the adjacent developer at the northeast corner of the intersection of Kellogg Avenue and Webb Road to accommodate interim and permanent connections to their facilities.

### **F.2 Stream Crossings**

- Update the hydrologic and hydraulic analysis for the project corridor based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange

### **F.3 Drainage Report**

Replace section F.3 of Exhibit "A" of the Agreement of Professional Services with the following:

Update the Drainage Report dated June 2011, based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010.

The Drainage Report to include:

- Off-site hydrologic analysis summary
- Off-site hydraulic analysis summary/boundary conditions for on-site hydraulic analysis
- On-site analysis and design assumptions
- Final on-site hydrologic and hydraulic analysis results.

**G. TRAFFIC SIGNALS**

Replace section G of Exhibit "A" of the Agreement of Professional Services with the following:

- Permanent traffic signals will be designed in accordance MUTCD, KDOT and CITY standards at:
  - 1) Kellogg Drive and Webb Road
  - 2) Webb Road and Corporate Hills Drive (Conduit Plan Only) in coordination with City of Wichita Project No. 472-84926
- Dual signals are assumed at interchanges to handle ramp intersections with side streets above Kellogg Avenue (US-54)
- Design and Plans for all hardware (loops, detectors, controllers etc.), phasing, timing and coordination for signalization; signal structures will be standard type
- Plans will be prepared using both CITY and KDOT standards for urban conditions
- No special structural design of signal mast arms and posts are anticipated in the scope
- This scope of services includes design and plan updates to the East Kellogg (US-54) & Webb Road Signalization Plan as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.
- This scope of services includes design and plan updates to remove the following traffic signals as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013.
  - East Kellogg (US-54) & Greenwich Road (interim signal)
- This scope of services assumes that no signals will be designed at the intersection of Kellogg Drive and Eastern Street or at the intersection of Webb Road and Orme Street.

**H. PAVEMENT MARKING**

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

**I. PROJECT SIGNING**

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

**J. FREEWAY/STREET LIGHTING**

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange. The re-

design of aesthetic lighting elements shall be consistent with the changes as presented to the Design Council February 26, 2014.

## **L. LANDSCAPING & IRRIGATION**

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

The design shall be consistent with the changes as presented to the Design Council February 26, 2014. This effort includes design and detailing as described below:

- No permanent irrigation system
- Minimum 25% reduction in number of trees
- Reduce bandings
- Simplify planting beds
- Reduce plantings in Webb Road medians

## **N. UTILITIES**

### **N.1 CITY Utilities**

#### **N.1.1 Water**

Replace section N.1.1 of Exhibit "A" of the Agreement of Professional Services with the following:

Water design will include design and location of all water line appurtenances such as line valves, meters, hydrants, blow-off valves, air release valves, concrete encasement of sanitary sewers, bedding, trenching and backfill.

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

This scope of services includes coordination with the adjacent developer at the northeast corner of the intersection of Kellogg Avenue and Webb Road to accommodate interim and permanent connections to their facilities.

#### **N.1.2 Sanitary Sewer**

Replace section N.1.2 of Exhibit "A" of the Agreement of Professional Services with the following:

Sanitary sewer design will include design and location of all sanitary sewer appurtenances such as manholes and drop manhole structures. This scope of services is based on the following assumed physical extents of the proposed sanitary sewer system:

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

This scope of services includes coordination with the adjacent developer at the northeast corner of the intersection of Kellogg Avenue and Webb Road to accommodate interim and permanent connections to their facilities.

### **N.1.3 Future Utility Conduits**

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

### **N.2 Utility Coordination**

Coordinate and incorporate private utility relocation plans into final contract documents as described below:

- Coordinate and incorporate AT&T relocations plans and specifications into contract documents for East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031).
- Coordinate and incorporate Westar street lighting relocations plans and specifications into contract documents for East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031).

### **O. MAINTENANCE OF TRAFFIC (MOT)**

Replace section O of Exhibit "A" of the Agreement of Professional Services with the following:

Maintenance of Traffic Plans for the corridor will be consistent with KDOT procedures and in accordance with the 2009 Manual of Uniform Traffic Control Devices (MUTCD) with Revisions 1 and 2, May 2012. The scope of services will include will include development of a sequencing concept as well as detailed MOT devices, temporary signing and marking, temporary traffic signal plans, temporary detours and intermediate turnarounds. PB will review and approve temporary street light plans as prepared by the local electric utility, Westar. This scope of services will:

- Develop a phased construction sequence utilizing frontage roads and intermediate turnaround to accommodate two lanes of traffic in either direction on East Kellogg at all times.
- Create one (1) VISSIM simulation of the traffic through construction
- Design temporary signals at up to three (3) locations
- Design a maximum of three (3) variations of the signal head layouts at each temporary traffic signal
- Design a maximum of three (3) localized detour routes
- Design temporary paving and drainage plans at a maximum of seven (7) locations

Temporary signal coordination timing plans are not included in this scope of services.

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

## **P. ENVIRONMENTAL PERMITS, CLEARANCES AND APPROVALS**

### **P.1 Environmental Clearances and Approvals**

This scope of services includes review and revisions to the environmental documentation necessary for clearances and approvals as required to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

### **P.2 Permits**

Replace section P.2 of Exhibit "A" of the Agreement of Professional Services with the following:

Environmental permits will be initiated during the final Plan Development Phase. Permits, if required, included in this scope of services are:

- Waters of the U.S. – U.S. Army Corps of Engineers (USACE) Section 404 permit, including the required coordination for cultural resources and threatened and endangered species habitat and Section 401 Water Quality permit;
  - 1) Threatened and endangered species habitat survey – Kansas Department of Wildlife and Parks is included in this scope of services. However since the results of the site survey is undetermined at this time, the scope of services does not include specific habitat assessment or a wildlife mitigation plan.
  - 2) This scope of services will determine the potential for project impact to historic, cultural and archaeological resources. This scope of services assumes NO additional resources survey work which could include but not limited to requiring a state-certified cultural resource contractor to survey the project limits.
  - 3) This scope of services includes existing wetland delineation; however since the results of the impact to possible wetlands is undetermined at this time, this scope of services does not include locating mitigation areas.
- Stream Obstructions Permit – Kansas Department of Agriculture, Division of Water Resources (KDWR)
  - 1) Initial permit application fees will be included in this scope of services. Additional fees for updates and fees required for construction will be the responsibility of the CITY and are not included in this scope of services.
- Notice of Intent for General Permit (NPDES) including Storm Water Pollution Prevention Plan (SWPPP) - A storm water pollution prevention plan and permit application will be prepared for each separate bid package.
  - 1) SWPPP permitting will include correspondence and coordination with the Kansas Department of Health and Environment.
  - 2) SWPPP design will conform to the City of Wichita standards for street and utility design.
  - 3) City standards will be used for SWPPP devices and device placement.
  - 4) KDOT standard details for temporary seeding will be included.
  - 5) Initial permit application fees will be included in this scope of services. Additional fees for updates and fees required for construction will be the responsibility of the CITY and are not included in this scope of services.
- Federal Aviation Administration (FAA) Form 7460-2 determinations
  - 1) This scope of services includes coordination with private utilities relocating as part of this project within the project corridor.

This scope of services includes review and revisions to initial permit applications as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-

85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

#### **Q. SPECIFICATIONS / SPECIAL PROVISIONS**

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

#### **R. BID DOCUMENTS**

Replace section R of Exhibit "A" of the Agreement of Professional Services with the following:

The scope of services will follow the standard CITY bidding process. PB will prepare Bid Documents in pdf format for reproduction and distribution by the CITY.

PB will participate in two (2) Pre-Bid conferences and one (1) Pre-Construction conference for East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031)

#### **S. PUBLIC INVOLVEMENT**

This scope of services includes one (1) public meeting in an open house format to update the public on the changes to the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

The scope of services consists of the attendance of up to five (5) PB staff members at one (1) public meeting. During the public meeting, PB staff will be available to answer questions and receive comments.

The scope of services includes:

1. Distribution and preparation of sign in sheets, comment cards, and meeting minutes
2. Development and production of informational materials

#### **T. CONTINUOUS DESIGN & CONSTRUCTABILITY INTERFACE (CDCI) / COST ESTIMATING**

The construction cost estimates provided under this Agreement will be based on PB's professional experience and judgment and shall be deemed to represent PB's opinion. PB has no control over the cost of labor, material, equipment and other relevant factors that could influence the ultimate construction costs. Thus, PB does not guarantee that the actual construction cost will not vary from PB's estimate or opinion of probable construction cost.

#### **U. INTERAGENCY COORDINATION**

Additional coordination with project partners to further investigate options at the KTA/Webb Road Interchange includes telephone conversations as well as preparation of agendas, minutes and materials for the following face to face meetings:

- Three (3) Coordinating meetings with the Kansas Turnpike Authority.
- Two (2) Coordinating meetings with the Kansas Department of Transportation and the Kansas Turnpike Authority

#### **V. PROJECT MANAGEMENT**

Project management, administration, coordination and Cadd management of the services required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

#### **W. PROJECT QUALITY CONTROL PLAN**

Quality assurance and quality control of the services required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

#### **Y. EXECUTE APPROVED AESTHETICS (TASK 1)**

This scope of services includes design as required to update the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.

The design shall be consistent with the changes as presented to the Design Council February 26, 2014. This effort includes structural design and detailing of the bridges and walls as described below:

- Revise numeric coding plans for retaining wall design in depressed section and MSE wall design.
- Revise numeric coding plans for Webb Road Bridge abutments and pedestrian rail design.
- Remove Aesthetic Airfoil on Webb Road
- Replace Aesthetic Airfoil at four (4) corners of Webb Road intersection with simplified element.
- Update aesthetic report

#### **AA. RIGHT-OF-WAY ACQUISITION SUPPORT (TASK 3)**

Support the right-of-way acquisition process. This scope of services includes the development of concepts and re-designs to reduce right-of-way impacts, staking of proposed right-of-way for viewing and appraisals, revisions to right-of-way plans, and additional right-of-way exhibits as described below:

- Prepare an additional five (5) right-of-way exhibits overlaid on an aerial photo background.
- Prepare two (2) updates to right-of-way strip map for East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031)
- Prepare two (2) updates to right-of-way strip map for East Kellogg (US-54/400) – Greenwich Interchange (City of Wichita Project No. 472-85032)
- Prepare an additional five (5) right-of-way exhibits.
- Provide supporting information for up to two (2) properties for the eminent domain process

**BB. NEW FEDERAL AND STATE TRANSPORTATION REQUIREMENTS (TASK 4)**

Coordinate and incorporate ITS elements into final plans and contract documents and prepare Transportation Management Plan as described below:

- This scope of services includes re-design and plan updates to remove the following ITS Plan Sites as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013.
  - 1) ITS Plan Site 9
- This scope of services includes design and plan updates to the following ITS Plan Sites as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013 to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange.
  - 1) ITS Plan Site 1
  - 2) ITS Plan Site 5 – This scope of services assumes NO change to the DMS structure location as shown in the September 30, 2013 plans.
  - 3) ITS Plan Site 6 - This scope of services assumes NO change to the DMS structure location as shown in the September 30, 2013 plans.
  - 4) ITS Plan Site 10
- Revise the Transportation Management Plan for the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) to accommodate proposed improvements by the Kansas Turnpike Authority (KTA), based upon the U-Turn concept as depicted in the Design Concept Report dated January 2010 and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange

**DD. DESIGN IMPROVEMENTS TO ACCOMMODATE CURRENT AND FUTURE TRAFFIC VOLUMES (TASK 6)**

Design improvements for Rock Road south of Kellogg and the Intersection of Kellogg Drive and Armour Drive are no longer included in this scope of services. The following shall be removed from Section DD of Exhibit "A" of the Agreement of Professional Services:

- Rock Road south of Kellogg. Design will be based upon a single approved concept. Two (2) public meetings are anticipated with this scope of services. Scope assumes improvements are limited to Rock Road between the south frontage road and Indianapolis Street. No modifications to freeway or frontage road geometry, bridges, or walls are included in this scope of services. (Task 6A)
- Intersection of Kellogg Drive (frontage roads) and Armour Drive. Design will be based upon a single approved concept. Two (2) public meetings are anticipated with this scope of services. Scope assumes improvements are limited to Armour Drive between Willowbrook Street and Orme Street and to Kellogg Drive (both north and south frontage roads) between ramp gores. No modifications to freeway geometry, bridges, or walls are included in this scope of services. (Task 6B)

This scope of services includes design and plan updates to remove dual left turn lanes at all approaches to the existing intersection of Kellogg Avenue and Greenwich Road as proposed in the East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) plans issued September 30, 2013.

## **EE. REVIEW OF ALTERNATIVE CONCEPT PROPOSALS**

The scope of services consists of reviewing and/or assisting in the review of alternate concepts proposed by independent consultants.

### **EE.1 Value Engineering**

The scope of services consists of providing information and assisting in the review of the recommendations from a single Value Engineering report as applicable to the East Kellogg (US-54/400) – Webb/KTA Interchange Project (City of Wichita Project No. 472-85031) and the East Kellogg Greenwich Interchange Project (City of Wichita Project No. 472-85032)

### **EE.2 Review of Alternative Concept Proposal**

The scope of services consists of reviewing a single alternative concept proposed by an independent consultant which includes:

- Review of three (3) versions of an alternative concept
- Evaluation of cost implications
- Attendance at agency coordination meetings
- Preparation of a formal response memorandum

### **EE.3 Review of Cost Savings Measures**

The scope of services consists of investigating and implementing cost saving measures for the East Kellogg (US-54/400) – Webb/KTA Interchange Project (City of Wichita Project No. 472-85031). The scope includes work performed on or before March 4, 2014:

- Investigation of Cost Saving Measures
  - Cost Review
- Investigation and Design of Cost Saving Alternatives
  - Soldier Pile Walls
    - Geotechnical Investigation and Design
    - Structural Design
  - Frontage Road Pavement Design
    - Geotechnical Investigation and Design
  - 42" Storm Water Sewer (Line FS1)
    - Investigation and Design
  - Aesthetic Re-Design of Br. No. 54-87-31.88 (825)
    - Investigation and Formliner Pattern Design
  - Aesthetic Bridge Rails
    - Investigation and Lighting Design
    - Plan and Project Specification Revisions
  - Aesthetic Airfoil on Landscape Disks
    - Investigation and Lighting Design
  - Landscaping
    - Investigation and Design
    - Reduction of Select Top Soil
    - Review and revise Maintenance Agreement
    - Plan and Project Specification Revisions
  - Replace Grouted Rock with Colored Stamped Concrete
    - Investigation and Design
    - Plan and Project Specification Revisions
  - Provide Site for portion of excess excavation

- Geotechnical Investigation and Design
  - Site Plan Investigation and Design
  - Plan and Project Specification Revisions
- Review and Incorporate Alternate Design Options
  - Aesthetic Lighting
  - Greenwich Left Turns
  - Pedestrian Rail
  - Grouted Rock
- Project Coordination
  - Weekly Design Team Meetings (5 weeks)
  - Agency Meetings and Coordination
    - Coordination Meetings
    - Coordination with City, KDOT, Contractor, and Utilities
    - Project Team Participation in Design Team Meetings and Coordination with team and client
    - Design Council Coordination

### **SECTION III – SCHEDULE**

In accordance to Section V. Paragraph D. of the Agreement for Professional Services made December 4, 2007 an extension is requested. The following schedule represents a revised performance schedule:

The following schedule represents the performance schedule for Section I. East Kellogg (US-54/400) – Webb/KTA Interchange (City of Wichita Project No. 472-85031) of this document:

1. Submit Office Check Plans on or before January 9, 2015
2. Submit Final Plans on or before June 26, 2015

The above schedule is intended for the submittal of Final Plans no later than 6/26/2015 assuming PB will receive final traffic projections and recommendations from the KTA's Improvement Project at US-54/I-35/K96 Interchange on or before October 31, 2014 and Office Check Plans are approved on or before January 23, 2015.

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

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

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.
- C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:
1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
  2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
  3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be

canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;

4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

Name: Kim Peeton

Date: 10/1/14

**AGENDA PACKET CHECKLIST**

**DRAFT AGENDAS:**

- Electronic agenda submitted into Laserfiche (LF) and Agenda Manager (AM) for *DRAFT AGENDA* by submitter.
- Supporting documents submitted into LF and AM for *DRAFT AGENDA* by submitter.
- Place holder requested/submitted in AM for *DRAFT AGENDA* by submitter.

**NOTES:**

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**AGENDAS FOR PACKETS (WITH CORRECTIONS/REVISIONS FROM CABINET MEETING)**

- ✓ Electronic agenda(s) RESUBMITTED with corrections/revisions made; into LF and AM by submitter.
- Electronic supporting documents RESUBMITTED with corrections/revisions made; into LF and AM by submitter.
  - Supporting document(s)
  - Resolution(s), include **OCA#**
  - Ordinance(s), include **OCA#**
- Original supporting documents signed off by the Law Department, to include Resolutions and Ordinances.
- ✓ Revised/Corrected Agenda Reports (hard copies) delivered to Clerk's office.
- Revised/Corrected supporting documents (hard copies) delivered to Clerk's office, to include Resolutions and Ordinances.

**NOTES:** SDA # 6 in law for signature, Resolution (project # 472-85182) in law for signature

Supplemental No. 3 to  
Agreement No. 216-11  
§ SA 1 & 2

PROJECT NO. 54-87 KA-2382-01  
NHPP-A238(201)  
RECONSTRUCTION  
CITY OF WICHITA, KANSAS

WEBB

**SUPPLEMENTAL AGREEMENT No. 3**

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the City of Wichita, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary." Collectively, referred to as the "Parties."

**RECITALS:**

**WHEREAS**, the Parties entered into an Agreement dated February 6, 2012, hereinafter referred to as the "Original Agreement" for Reconstruction of Kellogg Avenue/US-54 in the City to a 6-lane freeway section with frontage roads from Cypress East to Wiedemann with interchanges at Webb Road and the Kansas Turnpike Authority (KTA), and

**WHEREAS**, the Parties entered into a Supplemental Agreement No. 1 dated April 22, 2013 ("Supplemental No. 1") to set the Secretary's total participation, state and federal combined funds, for the Project (Project No. 54-87 KA-2382-01) as it relates to Project No. 54-87 KA-2389-01 and to clarify the terms and conditions regarding use of KDOT right-of-way for the Project, and

**WHEREAS**, the Parties entered into a Supplemental Agreement No. 2 dated October 11, 2013 ("Supplemental No. 2") to clarify City responsibilities related to the Project for the purpose of securing the benefits of the current Federal-Aid Transportation Act, and

**WHEREAS**, the Parties now desire to supplement the Original Agreement to adjust the Secretary's total participation for the Project (Project No. 54-87 KA-2382-01) as it relates to Project No. 54-87 KA-2389-01.

**NOW, THEREFORE**, in consideration of these premises, the Parties agree as follows:

1. On page 1 of the Original Agreement, ARTICLE I, THE SECRETARY AGREES, paragraph 2, be replaced in its entirety to read as follows:

**2. Payment of Costs.**

a. Construction and Construction Engineering. The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project that exceed \$7,200,000.00.

b. Preliminary Engineering and Utility Adjustments Costs. The Secretary agrees to reimburse the City for one hundred percent (100%) of the total actual costs of

preliminary engineering and utility adjustments, but not to exceed \$3,000,000.00 for the Project.

- c. Upper Limit of Compensation. Notwithstanding the foregoing subparagraphs (a) and (b) above, the Secretary's combined funding towards costs for this Project and Project No. 54-87 KA-2389-01 shall not exceed \$162,000,000.00 when considered in the aggregate.
- d. Partial Payments. The Secretary agrees to make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer employed by the City that the Project is being constructed within substantial compliance of the plans and specifications.
- e. Non-Participating Costs. The Secretary shall not be responsible for any costs of rights of way for the Project and other non-participating costs associated with the Project.

2. On page 6 of the Original Agreement, ARTICLE II, THE CITY AGREES, paragraph 20, be replaced in its entirety to read as follows:

20. **Financial Obligation.**

- a. Construction and Construction Engineering. The City agrees to responsible for \$7,200,000.00 of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project.
- b. Preliminary Engineering and Utility Adjustments. The City will also be responsible for one hundred percent (100%) of the total actual costs of Preliminary Engineering and Utility adjustments that exceed \$3,000,000.00 for the Project.
- c. Remaining Costs. The City agrees to be responsible for one hundred percent (100%) of the total actual costs of rights of way for the Project. Further, the City will also be responsible for one hundred percent (100%) of the remaining balance for the total actual costs of preliminary engineering, construction (which includes the costs of all construction contingency items), construction engineering, and utility adjustments for the Project that exceeds the Secretary's combined funding of \$162,000,000.00 for Projects Nos. 54-87 KA-2382-01 and 54-87 KA-2389-01 when that funding is considered in the aggregate.

**THIS SUPPLEMENTAL AGREEMENT shall not be construed to alter, modify, or void the terms, provisions or conditions of the Original Agreement, incorporated herein by reference, except as herein specifically provided.**

***The signature page immediately follows this paragraph.***

**IN WITNESS WHEREOF**, the Parties have caused this Supplemental Agreement to be signed by their duly authorized officers.

ATTEST:

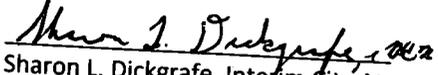
THE CITY OF WICHITA, KANSAS

\_\_\_\_\_  
CITY CLERK (Date)

\_\_\_\_\_  
MAYOR

(SEAL)

Approved as to Form:

  
\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney &  
Director of Law

Kansas Department of Transportation  
Michael S. King, Secretary of Transportation

By: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

**Second Reading Ordinances for October 14, 2014 (first read on October 7, 2014)**

**A. Public Hearing on the Establishment of the Union Station Redevelopment District, Tax Increment Financing.**

ORDINANCE NO. 49-839

AN ORDINANCE OF THE CITY OF WICHITA MAKING FINDINGS AND ESTABLISHING THE UNION STATION REDEVELOPMENT DISTRICT.

**B. An Ordinance Amendment Allowing Consumption Upon the Douglas River Corridor Open Space and Gazebo**

ORDINANCE NO. 49-840

AN ORDINANCE AMENDING SECTION 4.04.045 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO EXEMPTION OF CERTAIN PUBLIC PROPERTY WITHIN THE CITY FROM THE PROHIBITION AGAINST CONSUMPTION OF ALCOHOLIC LIQUOR THEREON BY VIRTUE OF THE AUTHORITY CONTAINED IN K.S.A. 41-719, AND REPEALING THE ORIGINAL OF SAID SECTION.

**C. Nuisance Abatement Assessments, Cutting Weeds.**

ORDINANCE NO. 49-841

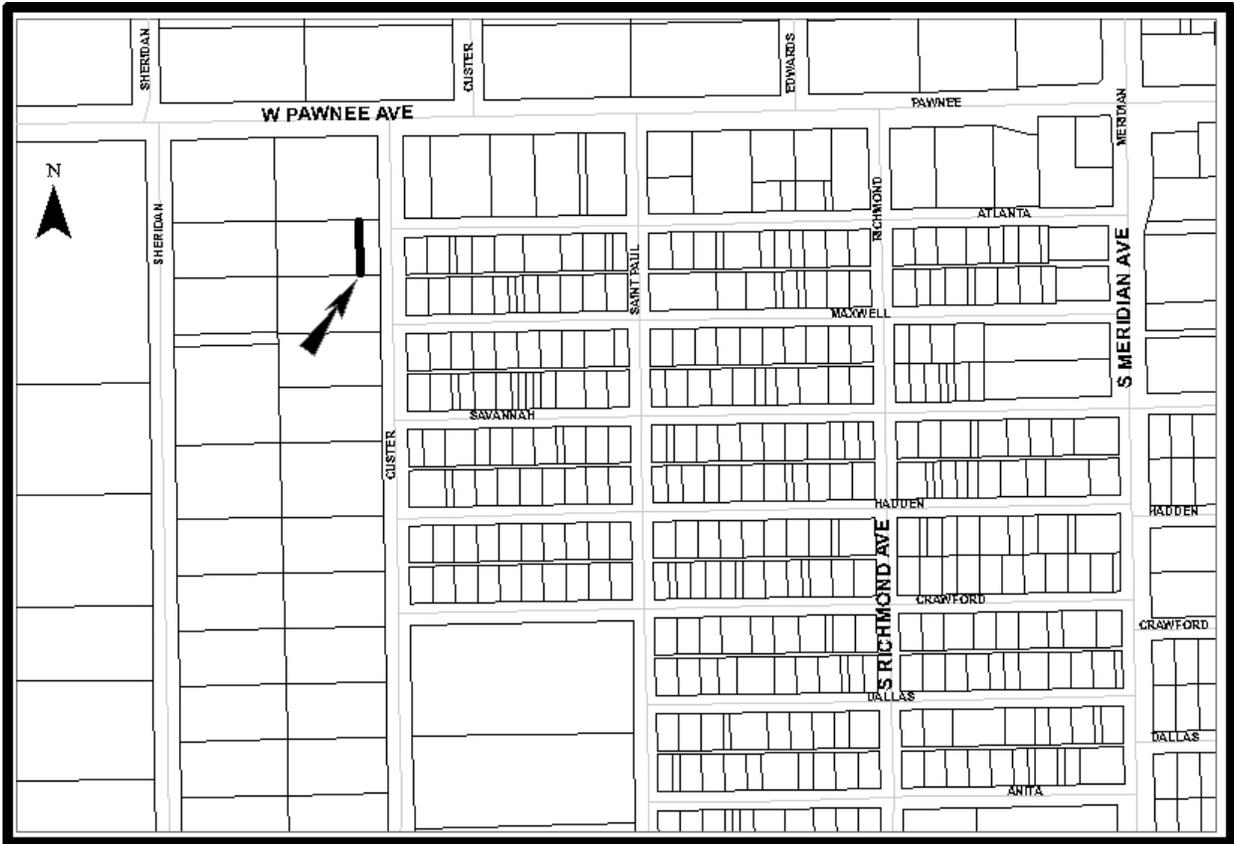
AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF CUTTING WEEDS IN THE CITY OF WICHITA, KANSAS.

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council  
**SUBJECT:** VAC2014-00024 - Request to Vacate a Portion of a Platted Front Setback on Property Generally Located Midway between West Street and Meridian Avenue, South of Pawnee Avenue, on the West Side of Custer Avenue (District IV)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (10-0).



**Background:** The applicant proposes to vacate the west 12 feet of the platted 60-foot front yard setback, on Lot 23, Block 1, Wichita Builders 3rd Addition. The subject lot is zoned LI Limited Industrial. The Unified Zoning Code's (UZC) minimum front yard setback standard for the LI zoning district is 20 feet. If approved the result would be a 48-foot front yard setback. There are no platted easements in the described portion of the platted setback. There are no utilities located within the described portion of the platted setback. The Wichita Builders 3rd Addition was recorded with the Register of Deeds January 9, 1973.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

**Attachments:**

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF A PORTION )  
OF A PLATTED FRONT YARD SETBACK )**

**GENERALLY LOCATED MIDWAY BETWEEN WEST )  
STREET AND MERIDIAN AVENUE, SOUTH OF PAWNEE )  
AVENUE ON THE WEST SIDE OF CUSTER AVENUE )**

**VAC2014-00024**

**MORE FULLY DESCRIBED BELOW )**

**VACATION ORDER**

NOW on this 14<sup>th</sup> day of October, 2014, comes on for hearing the petition for vacation filed by Mark J. Bauer (owner), praying for the vacation of the described portion of a platted front yard setback, to-wit:

The west 12 feet of the platted 60-foot front yard setback that runs parallel to the east lot line of Lot 23, Block 1, Wichita Builders 3rd Addition and Custer Avenue, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on July 31, 2014, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portion of the platted front yard setback and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

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

5. The vacation of the described portion of the platted front yard setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 14<sup>th</sup> day of October, 2014, ordered that the above-described portion of the platted front yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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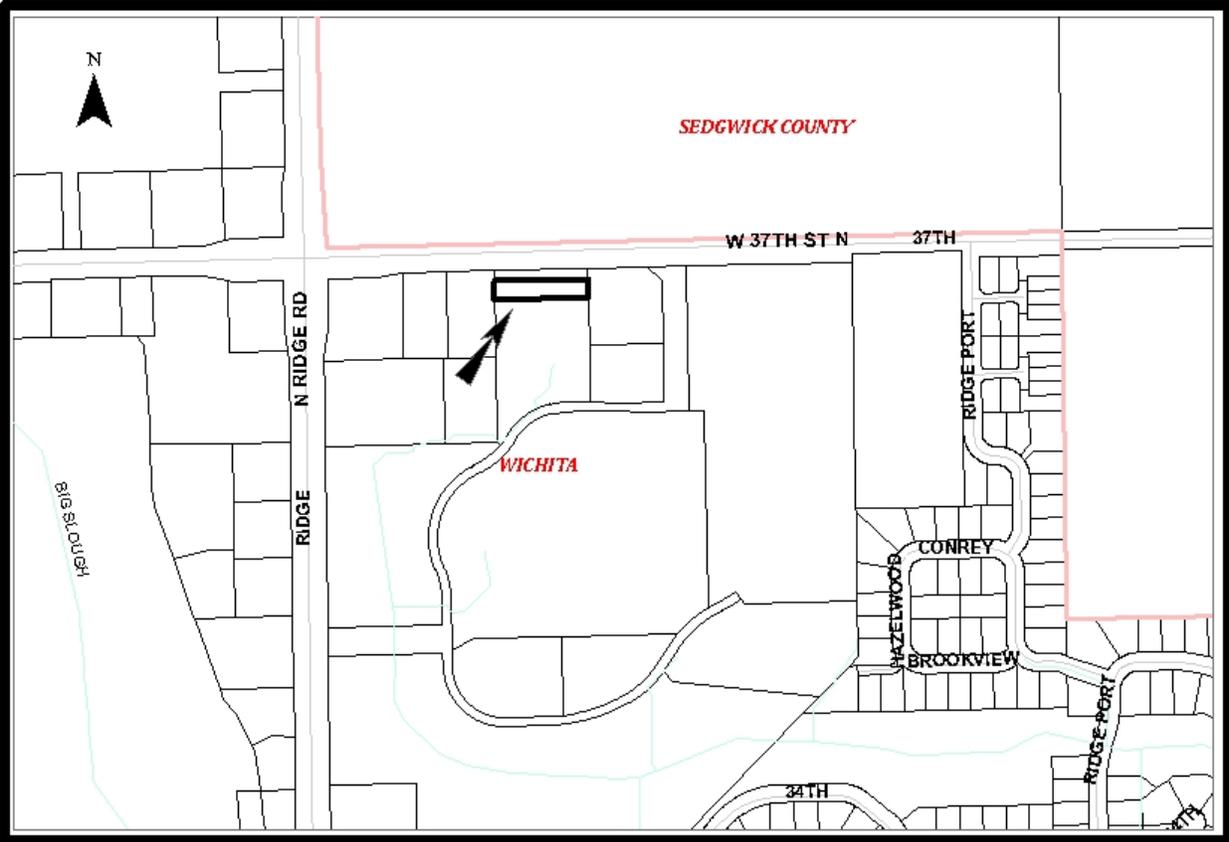
Sharon Dickgrafe, Interim  
Director of Law & City Attorney

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council  
**SUBJECT:** VAC2014-00025 - Request to Vacate a Portion of a Platted Front Setback on Property Generally Located East of Ridge Road on the South Side of 37<sup>th</sup> Street North (District V)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (10-0).



**Background:** The applicant proposes to vacate the south 65 feet of the platted 100-foot front yard setback that runs parallel to the north lot line of Lot 1, Block A, Port North Addition and 37th Street North. The subject lot is zoned GO General Office. The subject property has the Community Unit Plan CUP DP-237 overlay. The Unified Zoning Code's (UZC) minimum front yard setback standard for the GO zoning district is 20 feet. The UZC's minimum front setback for a CUP is 35 feet; the applicant's request does not go below the minimum standard for CUPs. There are no platted easements in the described portion of the platted setback. There are no utilities within the described portion of the platted setback. The Port North Addition was recorded with the Register of Deeds March 8, 2010.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

**Attachments:**

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF A PORTION )  
OF A PLATTED FRONT YARD SETBACK )**

**GENERALLY LOCATED EAST OF RIDGE ROAD ON )  
SOUTH SIDE OF 37<sup>TH</sup> STREET NORTH )**

**VAC2014-00025**

**MORE FULLY DESCRIBED BELOW )**

**VACATION ORDER**

NOW on this 14<sup>th</sup> day of October, 2014, comes on for hearing the petition for vacation filed by Via Christi Property Services Inc., c/o Terri Alexander (owner), praying for the vacation of the described portion of a platted front yard setback, to-wit:

The south 65.00 feet of the north 100.00 feet of Lot 1, Block A, Ridge Port North 6th Addition, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on July 31, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the

above-described portion of the platted front yard setback and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

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

5. The vacation of the described portion of the platted front yard setback should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 14<sup>th</sup> day of October, 2014, ordered that the above-described portion of the platted front yard setback is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

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

Approved as to Form:

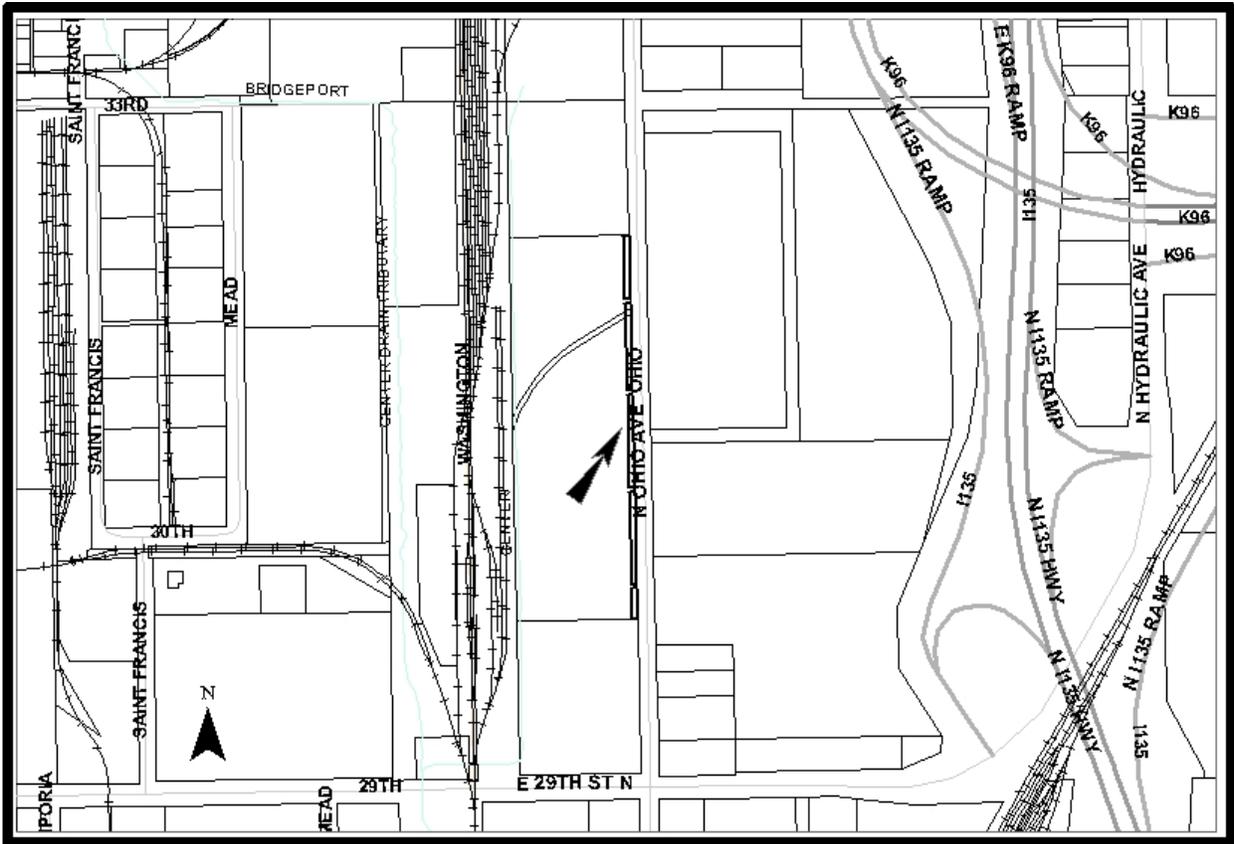
\_\_\_\_\_  
Sharon Dickgrafe, Interim  
Director of Law & City Attorney

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council  
**SUBJECT:** VAC2014-00026 - Request to Vacate Portions of a Platted Utility Easement on Property Generally Located North of 29<sup>th</sup> Street North, on the West Side of Ohio Avenue (District VI)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**Staff Recommendation:** Staff recommends approval of the vacation request.

**MAPC Recommendation:** The Metropolitan Area Planning Commission recommends approval of the vacation request (10-0).



**Background:** The applicant proposes to vacate all of the platted 20-foot wide utility easement, with an exception, that runs parallel to the east lot lines of Lots 2 & 3, Block A, Burlington Northern Industrial Center Addition and Ohio Avenue. The exception is the retention of 10 feet of utility easement on the north, west, east, and south sides around the four sewer manholes located within the easement, as measured from the center of those manholes. With the exception of the sewer manholes, there are no utilities located within the described portion of the platted utility easement; sewer lines to the manholes are located in the Ohio Avenue right-of-way. The Burlington Northern Industrial Center Addition was recorded with the Register of Deeds October 17, 1984.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

**Attachments:**

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF A PORTION )  
OF A PLATTED UTILITY EASEMENT )**

**GENERALLY LOCATED NORTH OF 29<sup>TH</sup> STREET )  
NORTH ON THE WEST SIDE OF OHIO AVENUE )**

**VAC2014-00026**

**MORE FULLY DESCRIBED BELOW )**

**VACATION ORDER**

NOW on this 14<sup>th</sup> day of October, 2014, comes on for hearing the petition for vacation filed by Scrap Leasing LLC, c/o David L. Murkin (owner), praying for the vacation of the described portion of a platted utility easement, to-wit:

The platted 20 foot utility easement lying west of and abutting the east line of Lots 2 and 3 and Reserve "A", Burlington Northern Industrial Center, Wichita, Sedgwick County, Kansas, EXCEPT three locations within said Lot 2 described as the north 20 feet of the south 121.3 feet thereof; EXCEPT the north 20 feet of the south 498.7 feet thereof; and EXCEPT the north 20 feet of the south 878.6 feet thereof; and EXCEPT one location within said Lot 3 described as the south 20 feet of the north 267.0 feet thereof.

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

October 14, 2014  
VAC2014-00026

Page 1 of 2

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on July 31, 2014, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portion of the platted utility easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

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

5. The vacation of the described portion of the platted utility easement should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 14<sup>th</sup> day of October, 2014, ordered that the above-described portion of the platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

Approved as to Form:

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Sharon Dickgrafe, Interim  
Director of Law & City Attorney



**Background:** The applicant proposes to vacate south 49 feet of the platted 179.20-foot long (x) 20-foot wide utility easement located on Lot 1, Block A, the Woodland Elementary School Addition. A sewer line (flows south to north) and a manhole are located within the described portion of the platted utility easement. Public Works has approved the applicant's Private Project for Sewer #2210 PPS (607861) for the relocation/abandonment of the sewer line and manhole. The Woodland Elementary School Addition was recorded with the Register of Deeds August 6, 2004.

**Analysis:** The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

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

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

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

**Attachments:**

- Vacation Order

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

**IN THE MATTER OF THE VACATION OF A PORTION )  
OF A PLATTED UTILITY EASEMENT )**

**GENERALLY LOCATED BETWEEN THE BIG & LITTLE )  
ARKANSAS RIVERS, ON THE NORTH SIDE OF 16<sup>TH</sup> )  
STREET NORTH BETWEEN SALINA & PAYNE )  
AVENUES )**

**VAC2014-00027**

**MORE FULLY DESCRIBED BELOW )**

**VACATION ORDER**

NOW on this 14<sup>th</sup> day of October, 2014, comes on for hearing the petition for vacation filed by United School District USD-259, c/o Shane Schumacher (owner), praying for the vacation of the described portion of a platted utility easement, to-wit:

The south 49.00 feet of the 20 foot utility easement granted in Woodland Elementary School Addition, Wichita, Sedgwick County, Kansas.

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

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on July 31, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the

above-described portion of the platted utility easement and the public will suffer no loss or inconvenience thereby.

3. In justice to the petitioner(s), the prayer of the petition ought to be granted.

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

5. The vacation of the described portion of the platted utility easement should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 14<sup>th</sup> day of October, 2014, ordered that the above-described portion of the platted utility easement is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

---

Carl Brewer, Mayor

ATTEST:

---

Karen Sublett, City Clerk

Approved as to Form:

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Sharon Dickgrafe, Interim  
Director of Law & City Attorney

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council

**SUBJECT:** ZON2014-00021 – Request for a Zone Change from GO General Office to LC Limited Commercial with a Protective Overlay on Property Generally Located North of 10th Street North on the West Side of Topeka Avenue. (District VI)

**INITIATED BY:** Metropolitan Area Planning Department

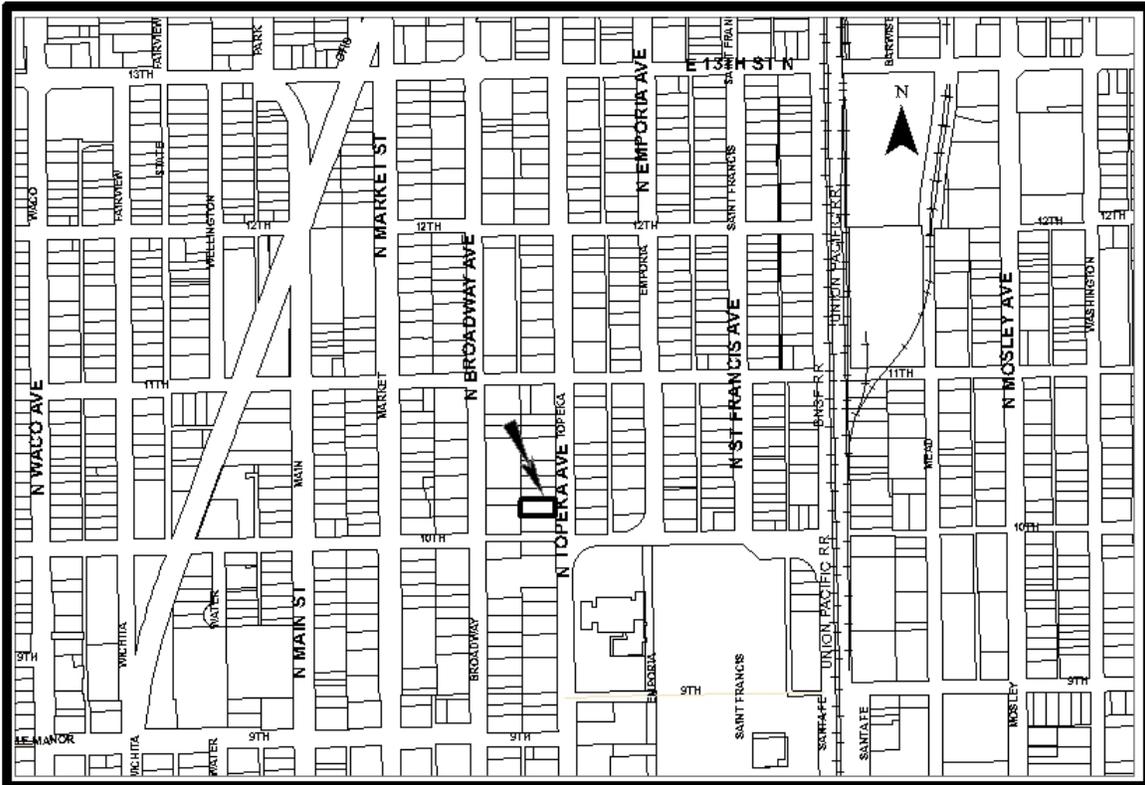
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommended approval of the request (8-0).

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

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



**Background:** The applicant is requesting LC Limited Commercial zoning with Protective Overlay PO #291 on the 10,050-square foot GO General Office zoned subject site; Lot 1, Block A, Frazey Addition. The subject site has an approximately 3,816-square foot office located on it. The office was originally built in 1886 as a single-family residence, the Anawalt House. The Queen Ann Classical Revival style building is one of four buildings that are part of the North Topeka Avenue – 10th Street Historic District, which was entered in the National Historic Register in 1983. The applicant has met on site with the Historic Preservation Planner, to review the standards for any use conversion/remodeling of this registered site.

The applicant proposes to convert the 3,816-square foot building into a restaurant that would allow 75 customers. The GO zoning district does not permit restaurants. Restaurants are first permitted in the NR Neighborhood Retail zoning district. However a restaurant in the NO zoning district cannot exceed 2,000-square feet in gross floor area, nor shall it provide any drive-up window service or in-vehicle food service. Delivery and carry-out services are acceptable; Unified Zoning Code, UZC Sec. III-D.6.t. The LC zoning district does not have these restrictions on restaurants. A restaurant requires one on-site parking space per three customers; the proposed restaurant would need to provide 25 on-site parking spaces. A review of an aerial of the site shows maybe 10-12 parking spaces on the site, which would allow 30-36 customers. The current 10-12 parking spaces also appears to provide the needed parking for an office or retail use; one parking space per 333-square feet for the 3,816-square foot building. Current parking needs to be confirmed by a site plan. On-site parking for the proposed 75 customers would need to be resolved by additional off-site parking or a variance.

The GO zoned Via Christi regional medical complex is the largest development in the area; Community Unit Plan CUP DP-132. The northwest portion of Via Christi is located southeast of the site across 10th Street and Topeka Avenue. The site's close proximity to Via Christi and the other medical and dental facilities in the area make the possibility of walk up traffic to the restaurant a consideration. A NO Neighborhood Office zoned office abuts the south side of the site. The abutting south building was originally constructed in 1886 as a single-family residence that was later converted into an office and is included in the North Topeka Avenue – 10th Street Historic District. Both the subject site and the abutting NO zoned office have paved parking in the rear half of their properties and share a common drive onto 10th Street North. Further south, across 10th Street, are NO, B Multi-Family Residential and LC zoned group residence (CON2008-00033), medical services and uncovered parking. The NO zoned group residence was originally constructed in 1885 as a single-family residence and is part of the North Topeka Avenue – 10th Street Historic District. LC zoned sit down/full service restaurants, fast food restaurants, motels, offices, uncovered parking and social services (all located along Broadway Avenue) abut and are adjacent to the west side of the site. TF-3 Two-Family Residential, B and GO zoned medical and dental offices, a two story apartment building, undeveloped property, and a single-family residence are located east of the site across Topeka Avenue. A B zoned single-family residence (built 1920) abuts the north side of the site and is included in the North Topeka Avenue – 10th Street Historic District. B zoned medical and dental offices and a NO zoned social services building are located further north of the subject site.

**Analysis:** On September 8, 2014, District Advisory Board (DAB) VI considered the request. There were no protests against the requested LC zoning with the provisions of PO #291 zoning at the DAB VI meeting. DAB VI voted 5-0 to approve the request, subject to the following provisions of PO #291:

- (1) The uses allowed are those allowed by right in the NR Neighborhood Retail zoning district. Restaurants may exceed 2,000-square feet of gross floor area, but are not permitted with drive-thru window service or in-vehicle food service.
- (2) Maximum occupancy for the restaurant may be 30-36 customers upon confirmation of the available on-site parking as provided by a site plan. The Fire Department shall post the maximum occupancy, as determined by the approved site plan. More customers may be allowed with either an approved variance to the UZC's parking standards or approved off-site parking, per the standards of the UZC as shown on a site plan.

On September 11, 2014, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protests at the MAPC meeting. The MAPC voted 8-0 to approve the request, subject to the

provisions of PO #291, as approved by DAB VI. Planning staff has received no valid protest and received no calls protesting the request.

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

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

**Recommendation/Actions:** It is recommended that the City Council concur with the findings of the MAPC and approve the zoning, subject to the provisions of the Protective Overlay, and place the ordinance on first reading (simple majority vote required).

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance

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. ZON2014-00021**

Zone change from GO General Office (“GO”) to LC Limited Commercial (“LC”) on an approximately 10,050-square foot property described as:

Lot 1, Block A, Frazey Addition, Wichita, Sedgwick County, Kansas; generally located north of 10<sup>th</sup> Street North on the west side of Topeka Avenue.

**SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT PO #291:**

- (1) The uses allowed are those allowed by right in the NR Neighborhood Retail zoning district. Restaurants may exceed 2,000-square feet of gross floor area, but are not permitted with drive-thru window service or in-vehicle food service.
- (2) Maximum occupancy for the restaurant may be 30-36 customers upon confirmation of the available on-site parking as provided by a site plan. The Fire Department shall post the maximum occupancy, as determined by the approved site plan. More customers may be allowed with either an approved variance to the UZC’s parking standards or approved off-site parking, per the standards of the UZC as shown on a site plan.

**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.

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Carl Brewer, Mayor

**ATTEST:**

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

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE SEPTEMBER 11, 2014 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2014-00021** - FHL Property Management, c/o BJ Sheu (agent) City zone change from GO General Office to LC Limited Commercial for a restaurant on property described as:

Lot 1, Block A, Frazey Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicant is requesting LC Limited Commercial zoning on the approximately 0.23-acre (10,050-square feet) GO General Office zoned subject site; Lot 1, Block A, Frazey Addition. The subject site has an approximately 3,816-square foot office located on it. The office was originally built in 1886, as a single-family residence, the Anawalt House. The Queen Ann Classical Revival style building is one of four buildings that are part of the North Topeka Avenue – 10th Street Historic District, which was entered in the National Historic Register in 1983. The applicant has met on site with the Historic Preservation Planner, to review the standards for any use conversation/remodeling of this registered site/structure.

The applicant proposes to convert the 3,816-square foot building into a restaurant that would allow 75 customers. The GO zoning district does not permit restaurants. Restaurants are first permitted in the NR Neighborhood Retail zoning district, however they shall not exceed 2,000-square feet in gross floor area, nor shall they provide any drive-up window service or in-vehicle food service. Delivery and carry-out services are acceptable; Unified Zoning Code, UZC Sec. III-D.6.t. The LC zoning district does not have these restrictions on restaurants. A restaurant requires one on-site parking space per three customers; the proposed restaurant would need to provide 25 on-site parking spaces. A review of an aerial of the site shows maybe 10-12 parking spaces on the site, which would allow 30-36 customers. The current parking appears to provide the needed parking for an office or retail use; one parking space per 333-square feet. On-site parking would need to be resolved thru off-site parking or a variance.

The GO zoned Via Christi regional medical complex is the dominate development in the area; Community Unit Plan CUP DP-132. The northwest portion of Via Christi is located southeast of the site across 10<sup>th</sup> Street and Topeka Avenue. The site's close proximity to Via Christi and the other medical and dental facilities in the area make the possibility of walk up traffic to the restaurant a consideration. A NO Neighborhood Office zoned office abuts the south side of the site. The abutting south building was original constructed in 1886 as a single-family residence that was converted into an office and is included in the North Topeka Avenue – 10th Street Historic District. Both the subject site and the abutting NO zoned office have paved parking in the rear half of their properties and share a common drive onto 10<sup>th</sup> Street North. South of the NO zoned office, across 10<sup>th</sup> Street, NO, B Multi-Family Residential and LC zoned group residence (CON2008-00033), medical services and uncovered parking. The NO zoned group residence was originally constructed in 1885 as a single-family residence and is part of the North Topeka Avenue – 10th Street Historic District. The LC zoned sit down/full service restaurants, fast food restaurants, motels, offices, uncovered parking and social services located along Broadway Avenue abut and are adjacent to the west side of the site and the neighborhood it is located in. TF-3 Two-Family Residential, B and GO zoned medical and dental offices, a two story apartment building and a single-family residence are located east of the site across Topeka Avenue. A B zoned single-family residence (built 1920) abuts the north side of the site and is included in the North Topeka Avenue – 10th Street Historic District. B zoned medical and

dental offices and a NO zoned social services building are located further north of the subject site.

**CASE HISTORY:** The subject site was rezoned, Z-2487, from B Multi-Family Residential to BB Office (now GO) on March 22, 1983, subject to replatting; the Frazey Addition. Lots 1 (the site) and 2, Frazey Addition was recorded with the Sedgwick County Register of Deeds October 20, 1983. The Frazey Addition was originally part of Harvey's Reserve in the Stafford and Wright's Addition, which was recorded on May 6, 1884. Board of Zoning Appeals case BZA40-83 was a variance to reduce parking on the Frazey Addition when it was still zoned B. The variance reduced the parking from 44 to 33 parking spaces. As previously noted the site is one of four buildings that are part of the North Topeka Avenue – 10th Street Historic District, which was entered in the National Historic Register in 1983. This historical district is located in the Midtown Neighborhood Plan; County Resolution 87-04, May 19, 2004 and City Ordinance 46-179, May 18, 2004.

**ADJACENT ZONING AND LAND USE:**

NORTH: B, NO	Single-family residence, medical/dental offices, social services building
SOUTH: NO, B, LC, GO	Office, medical services, uncovered parking lots, regional medical
WEST: LC	Sit down/full service restaurants, fast food restaurants, motels, offices
EAST: B, GO, TF-3	Medical/dental offices, two story apartment building, single-family

**PUBLIC SERVICES:** The site shares a common drive onto 10<sup>th</sup> Street North with the abutting south property. 10<sup>th</sup> Street is a paved, two-lane local street with 30 feet of right-of-way. The site has frontage on Topeka Avenue, a paved one-way south collector street with 80 feet of right-of-way. Currently the site has no access onto Topeka Avenue. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for Local Commercial category of uses. This category of use encompasses areas that contain concentrations of predominantly commercial, office, and personal service uses that do not have a predominately regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The purpose of the LC zoning district (the requested zoning) is to accommodate retail, commercial, office and other complementary land uses. The LC and GO (as is NR zoning) zoning districts are generally compatible with the Local Commercial or Regional Commercial designations of the Wichita-Sedgwick County Comprehensive Plan.

The site is located within the Midtown Neighborhood Plan. The Plan recognizes the need for additional off-street parking and it also wants to identify locations where on-street parking would be appropriate. Due to its near proximity to the Via Christi medical complex and other medical offices in the immediate area, this portion of Topeka Avenue is heavily used for on-street parking. The Plan stresses the need to preserve the old homes in the area and even though the use of the subject site's building has evolved over the years from single-family residential to multi-family residential and most recently office, the building appears to be in reasonable good repair.

**RECOMMENDATION:** The request does not introduce LC zoning into the area along Topeka Avenue, as there are LC zoned parking lots and a medical office located a half-block south of the subject site. If approved the site will be the first LC zoned property located along this portion of Topeka Avenue, from 10<sup>th</sup> Street to 13<sup>th</sup> Street North. The requested LC zoning is less restrictive than the current GO zoning and NR zoning which would allow a full service restaurant that would not exceed 2,000-square feet in gross floor area, nor provide any drive-up window service or in-vehicle food service. The site's lack of access onto Topeka and its shared drive onto 10<sup>th</sup> Street makes a restaurant with drive-up window service unworkable, as there is no space for queuing. Its lack of parking makes in-vehicle food service unworkable. The 3,816-square foot building exceeds the NR zoning's 2,000 square feet in gross floor area, thus the possibility of a not being able to fully utilize the building as a restaurant, regardless of any resolution to the lack of on-site parking via off-site parking or a variance. BZA40-83 was a variance to reduce parking on the Frazey Addition and the subject site has not expanded to accommodate parking since that 1983 variance. An approved restaurant at this site that exceeds 30-36 customers means parking will continue to be an issue on this site in its current size and configuration. Based on the information available prior to the public hearing, MAPD staff recommends the application be **APPROVED**, subject to the following provisions of a Protective Overlay:

- (1) The uses allowed are those allowed by right in the NR Neighborhood Retail zoning district. Restaurants may exceed 2,000-square feet of gross floor area, but are not permitted with drive-up window service or in-vehicle food service.
- (2) Maximum occupancy for the restaurant may be 30-36 customers upon confirmation of the available on-site parking as provided by a site plan. Fire shall post the maximum occupancy, as determined by the approved site plan. More customers may be allowed with either an approved variance to the UZC's parking standards or approved off-site parking, per the standards of the UZC as shown on a site plan.

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The GO zoned Via Christi regional medical complex is the dominate development in the area; Community Unit Plan CUP DP-132. The northwest portion of Via Christi is located southeast of the site across 10<sup>th</sup> Street and Topeka Avenue. The site's close proximity to Via Christi and the other medical and dental facilities in the area make the possibility of walk up traffic to the restaurant a possibility. A NO zoned office abuts the south side of the site. The abutting south building was original constructed in 1886 as a single-family residence that was converted into an office and is included in the North Topeka Avenue – 10th Street Historic District. Both the subject site and the abutting NO zoned office have paved parking in the rear half of their properties and share a common drive onto 10<sup>th</sup> Street North. South of the NO zoned office, across 10<sup>th</sup> Street, NO, B and LC zoned group residence (CON2008-00033), medical services and uncovered parking. The NO zoned group residence was original constructed in 1885 as a single-family residence and is part of the North Topeka Avenue – 10th Street Historic District. The LC zoned sit down/full service restaurants, fast food restaurants, motels, offices, uncovered parking and social services located along Broadway Avenue abut and are adjacent to the west side of the site and the neighborhood it is located in. B Multi-Family Residential, TF-3 Two-Family Residential and GO zoned medical and dental offices, a two story apartment building and a single-family residence are located east of the site across Topeka Avenue. A B zoned single-family residence (built 1920) abuts the north side of the site and is included in the

North Topeka Avenue – 10th Street Historic District. B zoned medical and dental offices and a NO zoned social services building are located further north of the subject site.

- (2) **The suitability of the subject property for the uses to which it has been restricted:** The 0.23-acre GO zoned site has a two-story office building located on it. The GO zoning permits residential uses, office uses (including medical), and civic uses. Medical facilities are the dominate feature of the area and most of the medical facilities in the area are zoned GO. The GO zoning district does not permit retail uses, which the requested LC zoning would allow, including restaurants.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested LC allows full service and fast food restaurants. Converting the subject site's 3,816-square foot building into a restaurant that would allow 75 customers on a site that has 10-12 parking spaces means the possibility of more on-street parking on this portion of Topeka Avenue, which is already appears to be heavily used for on-street parking for the area's medical facilities. Resolution of the parking issue can be resolved by off-site parking or a variance. The site's close proximity to Via Christi and the other medical and dental facilities in the area make the possibility of walk up traffic to the restaurant a consideration.
- (4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit development to those permitted by right in the NR zoning district and a restaurant with a maximum of 30-36 customers (unless the parking issue can be resolved by off-site parking or a variance), with no drive-up window service or in-vehicle food service. Denial of the request could impose a financial hardship on the owner.
- (5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for Local Commercial types of use. This category of use encompasses areas that contain concentrations of predominantly commercial, office, and personal service uses that do not have a predominately regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The purpose of the LC zoning district (the requested zoning) is to accommodate retail, commercial, office and other complementary land uses. The LC and GO zoning district are generally compatible with the Local Commercial or Regional Commercial designations of the Wichita-Sedgwick County Comprehensive Plan.

The site is located within the Midtown Neighborhood Plan. The Plan recognizes the need for additional off-street parking and it also wants to identify locations where on-street parking would be appropriate. Due to its near proximity to the Via Christi medical complex and other medical offices in the immediate area this portion of Topeka Avenue is heavily used for on-street parking. The Plan stresses the need to preserve the old homes in the area and even though the use of the subject site's building has evolved over the years from single-family residential to multi-family residential and most recently office, the building appears to be in reasonable good repair.

- (3) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure, with the exception (but not limited to) of the UZC's on-site parking requirements for a restaurant.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

**FOSTER** asked for a DAB meeting update.

**LONGNECKER** said the DAB recommended approval with modifications to the PO which Staff and the applicant agreed to. He provided a copy of the DAB memo that outlined the specific details of the PO modifications as a handout.

**MOTION:** To approve subject to staff recommendation with the Protective Overlay as amended by the DAB.

**MCKAY** moved, **DENNIS** seconded the motion, and it carried (8-0).

9-11-14 MAPC

HANDOUT

ITEM#  
A



**INTEROFFICE  
MEMORANDUM**

**TO:** MAPC  
**FROM:** Martha Sanchez, Community Liaison, District VI  
**SUBJECT:** ZON2014-00021 Request of a zone change from GO General Office to LC Limited Commercial  
**DATE:** September 8, 2014

On Monday, September 8, 2014 the District VI Advisory Board considered a request for a zone change from General Office to Limited Commercial the proposed property is located at 1109 N. Topeka Ave.

The DAB Members were provided with the MAPD staff report with recommendation to approve.

Several members of the DAB expressed concerns regarding the limited parking available for the proposed allowable customers.

**The DAB members voted 5-0 to recommend approval with the addition of the amended protective overlay (PO).**

- (1) The uses allowed are those allowed by right in the NR Neighborhood Retail zoning district. Restaurants may exceed 2,000-square feet of gross floor area, but are not permitted with drive-up window service or in-vehicle food service.**
- (2) Maximum occupancy for the restaurant may be 30-36 customers upon confirmation of the available on-site parking as provided by a site plan. Fire shall post the maximum occupancy, as determined by the approved site plan. More customers may be allowed with either an approved variance to the UZC's parking standards or approved off-site parking, per the standards of the UZC as shown on a site plan.**

Please review this information when ZON2014-00021 is considered.

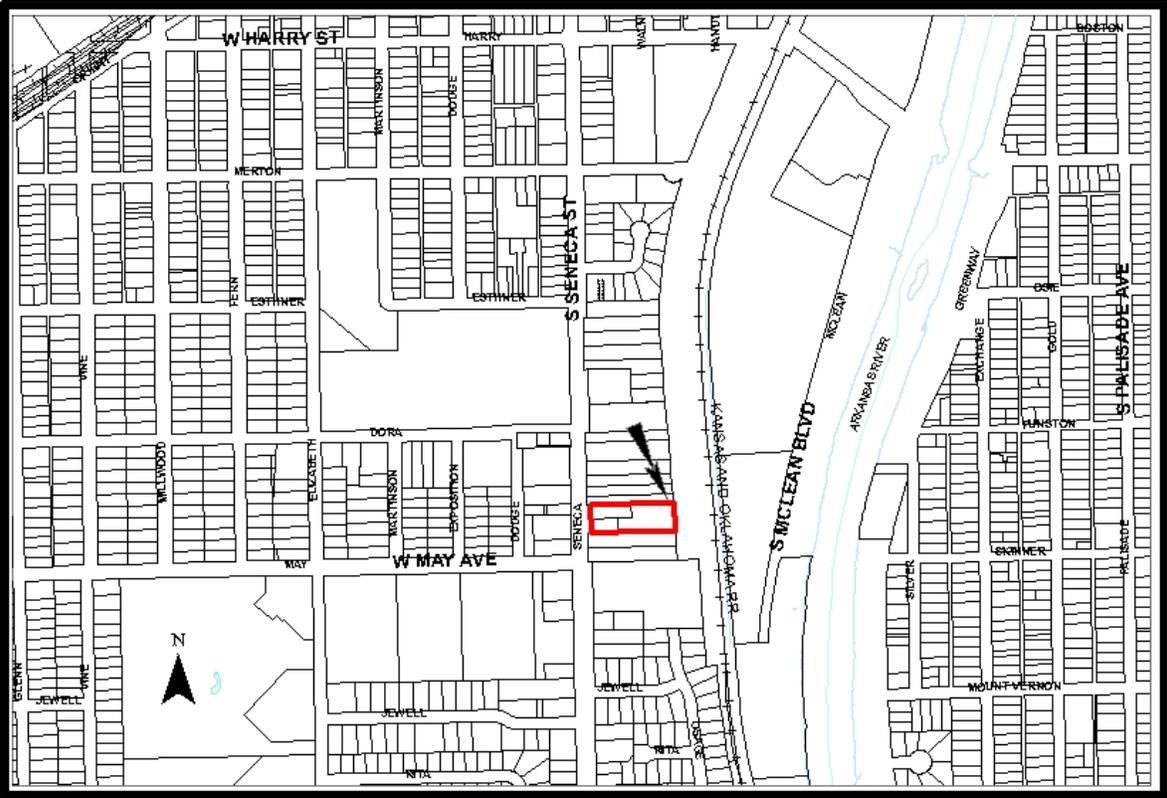
City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Mayor and City Council  
**SUBJECT:** ZON2014-00023 – Request to Amend Protective Overlay PO #9 to Allow Vehicle Sales on LC Limited Commercial Zoned Property Generally Located North of Pawnee Avenue on the East Side of Seneca Street. (District IV)  
**INITIATED BY:** Metropolitan Area Planning Department  
**AGENDA:** Planning (Consent)

**MAPC Recommendation:** The MAPC recommended approval of the request (8-0).

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

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



**Background:** The subject site, Lot 1, Mount Addition, has LC Limited Commercial zoning on its west 200 feet (zone case Z-3213 and Protective Overlay PO #9) and GO General Office zoning on its east 222-213 feet. The applicant is requesting an amendment to provision #1 of PO #9 to allow car sales on the LC zoned portion of the subject site. Currently the uses on the site are limited to a financial institution, plus other uses allowed in the GO zoning district. The UZC Unified Zoning Code also requires a Conditional Use for car sales on LC zoned property, however in this case the amendment to PO #9 serves the same purpose as a Conditional Use.

The applicant, Air Capital Finance, is a financial institution with drive-thru service that proposes to display and sell cars and light trucks that it has repossessed after the financing that it had provided failed. The Air Capital Finance building and its paved parking is located on the LC zoned western half of the lot and has frontage on Seneca Street. The GO zoned eastern portion of the lot is a large paved parking area that has its northeastern quarter separated by an eight-foot tall chain link fence with barbed wire topped on it. The GO zoning district does not permit vehicle sales, vehicle storage or wrecking and salvage. A tow truck has been seen parked on this east GO zoned portion.

Vacant TF-3 Two-Family Residential zoned property abuts the south side of the site. Properties located further south include a LC and GO zoned self-storage warehouse, vacant LC zoned land and a LC zoned church. Properties located west of the site, across Seneca Street, are zoned LC and are developed as a loan on a car title building, a commercial strip building (with, but not limited to, two local fast food restaurants, computer repair and retail), the Seneca Bowl bowling alley and an appliance sales store. The MF-29 Multi-Family Residential zoned Aley Public Park is located north of the appliance store. TF-3 zoned single-family residences abut and are adjacent to the north side of the site. A TF-3 and LI Limited Industrial zoned scrap metal recycling yard and the City of Wichita's Central Maintenance Facility abut and are adjacent to the east side of the site. The abutting TF-3 zoning acts as a buffer which the LI zoned scrap metal recycling yard cannot encroach into. A rail road track/spur separates the scrap metal recycling yard from the site.

**Analysis:** On September 8, 2014, District Advisory Board (DAB) IV considered the request. There were no protests against the requested amendment to PO #9 to allow vehicle sales at the DAB IV meeting. DAB IV voted 8-0 to approve the request, subject to the following amended provisions of PO #9:

- (1) Only cars and light trucks that have been repossessed by the site's financial institution may be placed on the site for display for sale; the west 200 feet of Lot 1, the Mount Addition. A maximum of seven cars and light trucks maybe displayed and offered for sale at any one time.
- (2) Provide a site plan showing the car and light truck display and sales area in the LC portion of the site; the west 200 feet of Lot 1, the Mount Addition.
- (3) Vehicle and equipment sales shall not be a principle use as defined by the UZC.

On September 11, 2014, the Metropolitan Area Planning Commission (MAPC) considered the request. There were no protests at the MAPC meeting. The MAPC voted 8-0 to approve the request, subject to the amended provisions of PO #9, as approved by DAB IV. Planning staff has received no valid protest and received no calls protesting the request.

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

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

**Recommendation/Actions:** It is recommended that the City Council concur with the findings of the MAPC and approve the zoning, subject to the amended provisions of the Protective Overlay, and place the ordinance on first reading (simple majority vote required).

**Attachments:**

- MAPC minutes
- DAB memo
- Ordinance

ORDINANCE NO. 49-846

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. ZON2014-00023**

Amendment to Protective Overlay PO #9 (associated with zoning case Z-3213), to allow outdoor vehicle sales on the LC Limited Commercial ("LC") zoned portion of an approximately 0.682-acres property described as:

The west 200 feet of Lot 1, Mount Addition, Wichita, Sedgwick County, Kansas; generally located a half-mile south of Harry Street on the east side of Seneca Street.

**SUBJECT TO THE FOLLOWING AMENDED PROVISIONS OF PROTECTIVE OVERLAY DISTRICT PO #9:**

- (1) Only cars and light trucks that have been repossessed by the site's financial institution may be placed on the site for display for sale; the west 200 feet of Lot 1, the Mount Addition. A maximum of seven cars and light trucks maybe displayed and offered for sale at any one time. All other uses on this site shall be limited to a financial institution, plus other uses allowed in the GO General Office ("GO") zoning district.
- (2) Provide a site plan showing the car and light truck display and sales area in the LC portion of the site; the west 200 feet of Lot 1, the Mount Addition.
- (3) Vehicle and equipment sales shall not be a principle use as defined by the Unified Zoning Code.
- (4) Signage shall be limited to the standards of the GO General Office ("GO") zoning district except for permitting the Credit Union's sign that is 55-square feet.

**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.

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Carl Brewer, Mayor

**ATTEST:**

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Karen Sublett, City Clerk

(SEAL)

Approved as to form: \_\_\_\_\_  
Sharon Dickgrafe, Interim City Attorney

**EXCERPT MINUTES OF THE SEPTEMBER 11, 2014 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING**

**Case No.: ZON2014-00023** – William B. Pitts Trust, c/o William Pittts (owner, Air Capital Finance c/o Becky O’connor (agent) City request to amend Protective Overlay PO #9 to allow vehicle sales on LC Limited Commercial zoned property on property described as:

Lot 1, Mount Addition to Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The subject site, Lot 1, Mount Addition, has LC Limited Commercial zoning on its west 200 feet (Z-3213 and Protective Overlay PO #9) and GO General Office zoning on its east 222-213 feet. The applicant is requesting an amendment to provision #1 of PO #9 to allow car sales on the LC zoned portion of the subject site:

- (1) The uses on this site shall be limited to a financial institution, plus other uses allowed in the zoning district.

The applicant, Air Capital Finance, is a financial institution with drive thru service that proposes to display and sale cars and light trucks that it has repossessed after the financing that it had provided failed. The Air Capital Finance building and its paved parking is located on the LC zoned western half of the lot and has frontage on Seneca Street. The GO zoned eastern portion of the lot is a large paved parking area that has its northeastern quarter separated by an eight-foot tall chain link fence with barbed wire topped on it. The GO zoning district does not permit vehicle sales, vehicle storage or wrecking and salvage. A tow truck has been seen parked on this east GO zoned portion.

The UZC Unified Zoning Code also requires a Conditional Use for car sales on LC zoned property, however in this case the amendment to PO #9 serves the same purpose as a Conditional Use. The following are the supplemental conditions (with comments on the site’s compliance) for car sales in the LC zoning district; UZC Sec. III-D.6.x:

- (1) Location shall be contiguous to a major street as designated in the Transportation Plan adopted by the Governing Bodies, and as amended from time to time. *The site has frontage and direct access onto Seneca Street, a paved four-lane arterial.*
- (2) Visual screening of areas adjacent to residential zoning districts shall be provided to protect adjacent properties from light, debris and noise and to preserve adjacent property values even when the change in use to vehicle and equipment sales replaces a previous use that is of equal or greater intensity. In no case shall screening be less than that required by Sec. IVB.1-3. *There is a six-eight foot tall wooden privacy fence around the north, south and east sides of the site where it abuts TF-3 Two-Family Residential zoning.*
- (3) All parking, outdoor storage and display areas shall be paved with concrete, asphalt or asphaltic concrete or any comparable hard surfacing material. Parking barriers shall be installed along all perimeter boundaries abutting streets, except at driveway entrances or where fences are erected, to ensure that parked vehicles do not encroach onto public street right-of-way. *An aerial review of the site shows there is room for car sales’ display in the LC zoned portion on the paved surface immediately behind the financial institutional building that would not interfere with internal circulation on the site nor reduce the required parking on the site.*
- (4) The lighting shall be in compliance with the lighting requirements of Sec. IV-B.4. No string-type or search lighting shall be permitted. *The applicant is not proposing any additional lighting on the site.*

(5) The noise levels shall be in compliance with the compatibility noise standards of Sec. IV-C.6. Outdoor

speakers and sound amplification systems shall not be permitted. *The applicant is not proposing any additional lighting on the site*

(6) No repair work shall be conducted except in an enclosed building, and further provided that no body or fender work is done. *The primary use for the LC zoned portion of the site is a financial institution that wants to display and sale cars and light trucks that it has repossessed. No repair work is proposed on the site.*

(7) Only those signs permitted in the LC district shall be permitted on this site, except that no portable, flashing, moving or off-site signs shall be permitted and no streamers, banners, pennants, pinwheels, commercial flags, bunting or similar devices shall be permitted. *The applicant is not proposing any additional signage on the site*

(8) There shall be no use of elevated platforms for the display of vehicles. *The applicant is not proposing any elevated platforms for the display of vehicles on the site.*

Vacant TF-3 Two-Family Residential property abuts the south side of the site, with a LC and GO General Office zoned self-storage warehouse and vacant LC zoned land and a church located further south. LC zoned properties located west of the site across Seneca Street are developed as a loan on a car title building, a commercial strip building (with, but not limited to, two local fast food restaurants, computer repair and retail), the Seneca Bowl bowling alley and an appliance sales store. The MF-29 Multi-Family Residential zoned Aley Public Park is located north of the appliance store. TF-3 zoned single-family residences abut and are adjacent to the north side of the site. A TF-3 and LI Limited Industrial zoned scrap metal recycling yard and the City of Wichita's Central Maintenance complex abut and are adjacent to the east side of the site. The abutting TF-3 zoning acts as a buffer which the LI zoned scrap metal recycling yard cannot encroach into. A rail road track/spur separates the scrap metal recycling yard from the site.

**CASE HISTORY:** Lot 1, Mount Addition was recorded with the Sedgwick County Register of Deeds February 16, 1967. The west 200 feet of Lot 1, Mount Addition was rezoned, Z-3213, from GO to LC with Protective Overlay #9, January 7, 1997.

**ADJACENT ZONING AND LAND USE:**

NORTH: TF-3	Single-family residences
SOUTH: TF-3, LC, GO	Vacant properties, self-storage warehouse, church
WEST: LC	Small commercial strip building, vehicle repair garage, loan on car title business, bowling alley
EAST: TF-3, LI	Scrap metal recycling, City Central Maintenance complex

**PUBLIC SERVICES:** The site two drives onto Seneca Street, a paved, four-lane arterial with a center turn lane. All utilities are available to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for Local Commercial category of uses. This category of use encompasses areas that contain concentrations of predominantly commercial, office, and personal service uses that do not have a predominately regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The purpose of the LC zoning district (the requested zoning) is to accommodate retail, commercial, office and other complementary land uses. The LC zoning district is generally compatible with the Local Commercial or Regional Commercial designations of the Wichita-Sedgwick County Comprehensive Plan. The UZC Unified Zoning Code also requires a Conditional Use for car sales on LC zoned property, however in this case the amendment to PO #9 serves the same purpose as a Conditional Use.

**RECOMMENDATION:** The request would introduce car sales to this area as an accessory use to the existing financial institution. In the past the MAPC has considered car sales to this area as an accessory use to the existing financial institution with conditions. Based on the information available prior to the public hearing, MAPD staff recommends the application be APPROVED, subject to the following amended provisions of a PO #9:

- (a) Only cars and light trucks that have been repossessed by the site's financial institution may be placed on the site for display for sale; the west 200 feet of Lot 1, the Mount Addition. A maximum of seven cars and light trucks maybe displayed and offered for sale at any one time.
- (b) Provide a site plan showing the car and light truck display and sales area in the LC portion of the site; the west 200 feet of Lot 1, the Mount Addition.
- (c) Vehicle and equipment sales shall not be a principle use as defined by the UZC..

This recommendation is based on the following findings:

- (1) **The zoning, uses and character of the neighborhood:** The Vacant TF-3 Two-Family Residential property abuts the south side of the site, with a LC and GO General Office zoned self-storage warehouse and vacant LC zoned land and a church located further south. LC zoned properties located west of the site across Seneca Street are developed as a loan on a car title building, a commercial strip building (with, but not limited to, two local fast food restaurants, computer repair and retail), the Seneca Bowl bowling alley and an appliance sales store. The MF-29 Multi-Family Residential zoned Aley Public Park is located north of the appliance store. TF-3 zoned single-family residences abut and are adjacent to the north side of the site. A TF-3 and LI Limited Industrial zoned scrap metal recycling yard and the City of Wichita's Central Maintenance complex abut and are adjacent to the east side of the site. The abutting TF-3 zoning acts as a buffer which the LI zoned scrap metal recycling yard cannot encroach into. A rail road track/spur separates the scrap metal recycling yard from the site.
- (2) **The suitability of the subject property for the uses to which it has been restricted:** The LC and GO zoned property could continue to operate as a financial institution within the provisions of the PO. The current zoning and use are not out of character with the area.
- (3) **Extent to which removal of the restrictions will detrimentally affect nearby property:** The requested amendment to PO #9 allows car and light truck sales as an accessory use to the existing financial institution. The amendment also prohibits the car sales lot as the principle use for the site, with a maximum of seven cars and light trucks on display at any one time. The intent of the amended PO #9 allows the applicant an opportunity to expand its services to its customers and the area with a minimum of visual change and a change of use to the area.

(4) **Relative gain to the public health, safety and welfare as compared to the loss in value or the hardship imposed upon the applicant:** Approval of the request would limit car sales to this area as an accessory use to the existing financial institution. Denial of the request could impose a financial hardship on the owner.

(5) **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan identifies this site as appropriate for Local Commercial category of uses. This category of use encompasses areas that contain concentrations of predominantly commercial, office, and personal service uses that do not have a predominately regional market draw. The range of uses includes: medical or insurance offices, auto repair and service stations, grocery stores, florist shops, restaurants and personal service facilities.

The purpose of the LC zoning district (the requested zoning) is to accommodate retail, commercial, office and other complementary land uses. The LC zoning district is generally compatible with the Local Commercial or Regional Commercial designations of the Wichita-Sedgwick County Comprehensive Plan. The UZC Unified Zoning Code also requires a Conditional Use for car sales on LC zoned property, however in this case the amendment to PO #9 serves the same purpose as a Conditional Use.

(6) **Impact of the proposed development on community facilities:** All services are in place and any increased demand on community facilities can be handled by current infrastructure.

**BILL LONGNECKER**, Planning Staff presented the Staff Report.

He referred to Condition B. of the Staff Report which was amended to read the “north 50 feet of the site”. He said DAB II recommended approval based on staff recommendation. He added that staff has been contacted by two neighbors regarding encroachment into the residential neighborhood.

**MCKAY** asked for clarification regarding where the masonry wall was required.

**MCNEELY** said the masonry wall would be required along the south and east property lines per the UZC, unless the Commission waives that requirement. He said the west side of the site is where there will be access to the property and staff is open to having that screened per parking lot standards of the Landscape Code. He said Gouverneur has a landscaped median in the center of it and staff feels it would make the parking lot safer if it was not enclosed with a masonry wall.

**WARREN** asked if the two residents objected to the zoning change or waiver of the screening requirement.

**MCNEELY** responded that the neighbors objected to encroachment into the residential neighborhood.

**FOSTER** asked to see a copy of the zoning map again so he could see the encroachment into the neighborhood. He said he had concerns about the impact on the residences to the west of Gouverneur because the proposed parking lot would have 80 spaces in it.

**MCNEELY** commented that the CUP has encroached into the neighborhood over time and these four lots are a continuation of the existing pattern of development in the area. He said the site faces the side lots of the two residences directly to the west. He added that the lot contains 106 parking spaces.

**GOOLSBY** mentioned that it appears that the driveways of the residences to the west go out onto Orme and Gilbert.

**FOSTER** asked if there had been discussion with the applicant about not using Gouverneur for access and using internal circulation to lessen the impact of the encroachment.

**MCNEELY** responded that there was no discussion about that idea. He mentioned the existing building on the southwest corner.

**RUSS EWY, BAUGHMAN COMPANY, AGENT FOR THE APPLICANT** said this was an existing dealership with a service station, drive through and car wash on the southwest corner of the property. He referred to the aerial map of the area in reference to the location of Orme, Gilbert and the 10-12 foot wide landscaped median along Gouverneur which controls access past Gilbert. He said you would have to travel 600-800 feet south before you are able to cross over east to west on Gouverneur, so Gouverneur is highly controlled as far as access to residential areas to the west. He also mentioned that the area to the west of the site is currently zoned LC. He said this should be the best case scenario in terms of access control for residential traffic. He mentioned landscaping screening and that access to the property was to the extreme north of the location.

**EWY** said they currently have no intention of tearing into the existing masonry walls with the exception of a pedestrian access for the employees. He said there are sidewalks along Gouverneur that will lend access to this employee parking lot and the dealership. He said this parcel has been designated as ancillary parking for the dealership. He said the applicant could have request B Multi-family Residential or GO General Office zoning with a Conditional Use for the four lots, neither of which would be subject to the masonry wall standard requirement. He said the applicant decided to amend the CUP, which provided for a larger notification area/ownership list. He said by amending the CUP they are keeping this one homogeneous development.

**EWY** said what he tried to convey at the DAB meeting is that the CUP is landscaped and has 6-8 foot screening walls and that the requested ancillary parking lot is not a true LC or commercial use. He said they felt a wood screening fence and landscaping on the east and south sides of the lot would be appropriate for the ancillary parking and would also take care of any impact caused by the lot. He said they are in agreement with staff comments and request a waiver of the fencing requirement along the west side of parcel four for safety reasons. He said the question of further expansion also came up during the DAB discussion. He said at this point he has nothing concrete to tell the Commission; however, further expansion is likely which is another reason why they would like the wood fencing as opposed to a permanent masonry screening wall.

**DENNIS** commented with the median down Gouverneur employees will have to come in from the south and go out from the north which is going to add more traffic to the neighborhood.

**EWY** said Gouverneur was intended and designed as a major collector street, not a neighborhood or residential street.

**DENNIS** said he is not a big fan of wooden fences because they don't last as long as a business. He said if the business will be expanding in the future and want to put in a temporary wooden fence okay, but if the business isn't going to expand, he can't understand why the Commission would grant a waiver.

**EWY** said, in his opinion, ancillary parking in the GO zoning district does not require additional screening according to the UZC. He said they would like to screen this just like any other ancillary parking lot in the City with a wood fence and landscaping.

**DENNIS** asked what the life expectancy of the wood fence was.

**EWY** said the applicant would have to maintain the fence with 90 % opacity or they would be cited by OCI and forced to replace it. He mentioned development of the Schofield/Honda Community Unit Plan where they had one property owner that was a hold out to sell to the developer. He said although that development also required a masonry wall, because they felt they would be able to acquire the property at an undetermined time in the future, he said language in the CUP reflected that they were allowed to screen with a wood fence until the property was acquired or up to two years. He said the CUP stated they would then be required to finish the development with a masonry wall. He said if the Commission would entertain some type of temporary screening, they could live with that.

**DENNIS** asked if the applicant could live with a seven year waiver of the screening.

**EWY** replied yes.

**SHERRY NASH, 602 WHITTIER** said she lives directly east of the property. She said they were originally told that there would be a cul-de-sac but it turned into a hammerhead which has created problems with their driveways. She said there are commercial trucks that turn around and she is concerned about the kids running around in the neighborhood. She said people currently jump over the wall to get to the neighborhood now and this is just going to create more problems. She said the neighborhood already has problems with the parking beside them and the music and language that they hear. She said there is a school two blocks down the street and kids traverse the area going to and from school.

**FOSTER** asked if Ms. Nash preferred the wood or masonry fence.

**NASH** said masonry but they are not going to be able to build it high enough to prevent people from jumping over it because that is what is happening now. She also mentioned that they have water built up and flooding in their backyards because of the current wall and the fact that there is no drainage. She said it adds water to the street which also floods because the drainage is inadequate. She said the employees congregate, play music and use bad language. She said the lights are on until 11:00 p.m. She said this will add more employees to the area. She said this is a residential neighborhood with a lot of kids. She concluded by saying that she would like to be able to have her kids out in her yard without concern about what is happening on the other side

of the wall. She mentioned that the applicant has offered to buy her property but they did not want to sell because they don't want the applicant adding more to the development.

**EWY** said he had no further comments and would stand for questions.

**RAMSEY** asked if the site would be used for employee parking only or could vehicles be stored back there.

**EWY** said no customer parking or vehicles for sale or waiting for service will be stored at the site. He said this will move employee parking off the lots that need more customer parking and room for display of cars for sale.

**FOSTER** said he encouraged opening an access through the wall to make it easier for employees to get back and forth from the building.

**EWY** said he would bring that to the applicant's attention.

**MCKAY** asked if the agent guaranteed that the applicant won't use the site for anything else other than employee parking.

**EWY** reiterated that the applicant has no intention of this being part of the dealership as far as customer parking or vehicle storage. He said if in the future they want to use this area for vehicles sales they would have to come back to the Commission for specific approval of that use. He said vehicle storage also falls under vehicle sales.

**MILLER** said the wording of the CUP amendment expressly limits this area for parking.

**MOTION:** To approve subject to the staff recommendation and the amendments discussed at the meeting including access on the north 50 foot of the site and installation of a wooden fence for a maximum of seven years as a waiver.

**DENNIS** moved, **WARREN** seconded the motion, and it carried (8-0).



**INTEROFFICE  
MEMORANDUM**

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**TO:** MAPC  
**FROM:** Case Bell, Community Liaison  
**SUBJECT:** ZON2014-00023  
**DATE:** September 8, 2014

**Bill Longnecker, Planning**, presented on a request to amend Protective Overlay #9, to allow car sales at the property generally located a half-mile south of Harry Street on the east side of Seneca Street (1920 S. Seneca Street). The subject site, Lot 1, Mount Addition, has LC Limited Commercial zoning on its west 200 feet (Z-3213 and Protective Overlay PO #9) and GO General Office zoning on its east 222-213 feet. The applicant is requesting an amendment to provision #1 of PO #9 to allow car sales on the LC zoned portion of the subject site. Provision #1 states that the uses on this site shall be limited to a financial institution, plus other uses allowed in the zoning district. The applicant, Air Capital Finance, is a financial institution with drive thru service that proposes to display and sale cars and light trucks that it has repossessed after the financing that it had provided failed. The Air Capital Finance building and its paved parking is located on the LC zoned western half of the lot and has frontage on Seneca Street. The GO zoned eastern portion of the lot is a large paved parking area that has its northeastern quarter separated by an eight-foot tall chain link fence with barbed wire topped on it. The GO zoning district does not permit vehicle sales, vehicle storage or wrecking and salvage. A tow truck has been seen parked on this east GO zoned portion.

**The DAB IV members voted 7-0 to recommend that the application be APPROVED, subject to the three listed amended provisions of a PO #9.**



Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

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

**Legal Considerations:** The Law Department has reviewed and approved the Certificate of Petitions, Notice of Community Unit Plan, Restrictive Covenant, Water Line Easement, Sanitary Sewer Easement, Drainage Easement and Resolutions as to form and the documents will be recorded with the Register of Deeds.

The Law Department has reviewed and approved the Ordinance as to form.

**Recommendations/Actions:** It is recommended that the City Council approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and place the Ordinance on first reading. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

**Attachments:** Certificate of Petitions.  
Notice of Community Unit Plan.  
Restrictive Covenant.  
Water Line Easement.  
Sanitary Sewer Easement.  
Drainage Easement.  
Ordinance.  
Resolutions.

COPY

### CERTIFICATE OF PETITION(S)

We, Life Covenant Church, Inc., an Oklahoma non-profit corporation, owner(s) of Life Church Addition, Wichita, Sedgwick County, Kansas, do hereby certify that petition (s) for the following improvement(s) have/has been submitted to the City Council of the City of Wichita, Kansas:

1. Paving Petition
2. Sanitary Sewer Main Extension

As a result of the above-mentioned petition(s) for improvement(s), all lots or portions thereof within Life Church Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvement(s)

Signed this 17 day of September, 2014.

Life Covenant Church, Inc.  
an Oklahoma non-profit corporation

By: Cathi M. Linch  
Name: Cathi M. Linch  
Title: Treasurer

STATE OF OKLAHOMA     )  
  ) SS  
OKLAHOMA COUNTY     )

BE IT REMEMBERED that on this 17 day of September 2014, before me, a Notary Public, in and for the County and State aforesaid, came Cathi M. Linch, Treasurer of Life Covenant Church, Inc., an Oklahoma non-profit corporation, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged to me the execution of the same.

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



Notary Public

My Appointment Expires: \_\_\_\_\_



SEAL

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney  
& Director of Law

COPY

**NOTICE OF COMMUNITY UNIT PLAN**

THIS NOTICE made this 17 day of September, 2014, by the undersigned, hereinafter called "Declarant",

**WITNESSETH**

WHEREAS, Declarant, is the owner of the real property located in Wichita, Sedgwick County, Kansas, more fully described as Life Church Addition, Wichita, Sedgwick County, Kansas, and;

WHEREAS, Declarant wishes to declare that the afore-described property has zoning restrictions on the property.

NOW, THEREFORE, the Declarant hereby gives notice that the project is subject to the approved Community Unit Plan (DP-313), on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, which has placed restrictions on the uses and requirements on the development of the above-described property.

EXECUTED the day and year first written above by:

Life Covenant Church, Inc., an Oklahoma non-profit corporation.

By: Cathi M. Linch  
Name: Cathi M. Linch  
Title: Treasurer

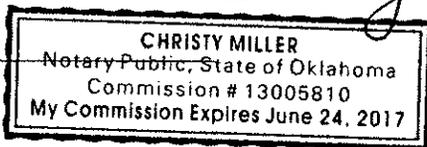
STATE OF OKLAHOMA     )  
  ) SS  
COUNTY OF OKLAHOMA    )

BE IT REMEMBERED, That on this 17 day of September, 2014, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Cathi M. Linch, as Treasurer of Life Covenant Church, Inc., an Oklahoma non-profit corporation, personally known to me and he has executed this instrument of writing on the date above first written.

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

Christy Miller Notary Public

My Appointment Expires:



APPROVED AS TO FORM:

Sharon Dickgrafe, Interim  
Director of Law & City Attorney

COPY

**RESTRICTIVE COVENANT**

This covenant, executed this 17 day of September, 2014.

WITNESSETH:

WHEREAS, the undersigned is in the process of platting that certain real property to be known as Life Church Addition, Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by the Wichita-Sedgwick County Metropolitan Area Planning Commission providing for the ownership and maintenance of the platted drainage reserve, Reserve A.

NOW, THEREFORE, the undersigned does hereby subject Life Church Addition, Wichita, Sedgwick County, Kansas, to the following covenant:

1. That the ownership and maintenance of Reserve A shall be by the undersigned and/or the successors in interest of Lot 2, Block A, Life Church Addition.
2. In the event that the undersigned or the association, its successors or assigns, shall fail at any time to maintain the drainage systems within the reserves or common areas, the City of Wichita may serve a written Notice of Delinquency upon the undersigned or the association setting forth the manner in which the undersigned or the association has failed to fulfill its obligations. Such Notice shall include a statement describing the obligation that has not been fulfilled. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent the reserves or common areas from becoming a nuisance, may enter upon said reserves or common areas and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the undersigned may be assessed against the reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said reserves. The undersigned or the association, its successors or assigns, upon receipt of the Notice of Delinquency, may within the twenty-day period to be provided in said notice, apply for a hearing before the City Council to appeal said assessments and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.
3. This covenant is binding on the owners, their successors and assigns and is a covenant running with the land and is binding on all successors in title to the above described property.

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

Life Covenant Church, Inc.  
an Oklahoma non-profit corporation

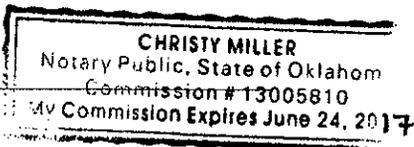
By: Cathi M. Linch  
Name: Cathi M. Linch  
Title: Treasurer

STATE OF OKLAHOMA        )  
  ) SS  
COUNTY OF OKLAHOMA    )

BE IT REMEMBERED, that on this 17 day of September, 2014, before me, a Notary Public, in the aforesaid county and state, came Cathi M. Linch, as Treasurer of Life Covenant Church, Inc., personally known to me to be the same person who executed the within and foregoing instrument and duly acknowledged the execution of the same.

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

Christy Miller  
Notary Public

My Commission Expires: 

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim  
Director of Law & City Attorney



**EXHIBIT A**

A twenty (20) foot wide easement lying ten (10) feet either side of the following described centerline:  
Commencing at the southerly most southwest corner of Life Church Addition, Wichita, Sedgwick  
County, Kansas; thence north along the west line of said Life Church Addition on a platted bearing of N  
00°49'24"W for a distance of 70.00 feet to a point of beginning; thence N 89°10'36"E for a distance of  
58.00 feet.

COPY

**SANITARY SEWER EASEMENT**

THIS SANITARY SEWER EASEMENT made this 15<sup>th</sup> day of August, 2014, by and between Bill A. Molen and John Ewing as Co-Trustees of the Josephine L. Molen Living Trust, party of the first part and the City of Wichita, party of the second part.

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

The south twenty (20) feet and the east twenty (20) feet of Lot 28, ALONG WITH the east twenty (20) feet of Lot 26, Gilder's Gardens Addition, Sedgwick County, Kansas.

And said party of the second part is hereby granted the right to enter upon said real estate at any time for the purpose of constructing, operating, maintaining, and repairing such sewer system. The party of the first part retains the rights to use the surface thereof.

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

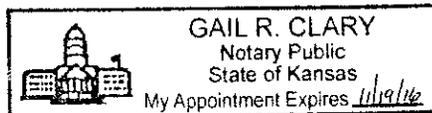
Josephine L. Molen Living Trust

By: John Ewing  
Name: John Ewing  
Title: Co-Trustee

STATE OF KANSAS)  
SEDGWICK COUNTY) SS

Personally appeared before me a notary public in and for the County and State aforesaid, came John Ewing as Co-Trustee of the Josephine L. Molen Living Trust, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Wichita, Kansas, this 15<sup>th</sup> day of August, 2014.



Gail R. Clary  
Notary Public

(My Commission expires 11/19/2016)



Josephine L. Molen, Living Trust

By: Bill A. Molen  
Name: Bill A. Molen  
Title: Co-Trustee

STATE OF Washington  
COUNTY OF King ) SS

Personally appeared before me a notary public in and for the County and State aforesaid, came Bill A. Molen as Co-Trustee of the Josephine L. Molen Living Trust, to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated at Enumclaw, Washington this 15 day of August, 2014.

Laura M. Howe  
Notary Public

(My Commission expires 8-19-16)

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim  
Director of Law & City Attorney



**APPROVED AS TO FORM:**

---

**Sharon Dickgrafe, Interim**

**Director of Law & City Attorney**

**EXHIBIT A**

A twenty (20) foot wide easement lying ten (10) feet either side of the following described centerline:  
Commencing at the southerly most southwest corner of Life Church Addition, Wichita, Sedgwick  
County, Kansas; thence north along the west line of said Life Church Addition on a platted bearing of N  
00°49'24"W for a distance of 43.00 feet to a point of beginning; thence N 86°45'36"E for a distance of  
157.50 feet; thence N 00°49'24" W for a distance of 490.50 feet; thence N 49°36'43" E for a distance of  
75.50 feet.

(OCA150004)

Published in The Wichita Eagle on October 24, 2014

**ORDINANCE NO. 49-847**

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. ZON2008-00021**

Zone change request from SF-5 Single-family Residential to LC Limited Commercial on property described as:

Life Church Addition, Wichita, Sedgwick County, Kansas.

Generally located on the Southeast Corner of Central and 127<sup>th</sup> Street East.

**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 21st day of October, 2014.**

**ATTEST:**

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

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Sharon L. Dickgrafe, Interim City Attorney  
& Director of Law

132019

First Published in the Wichita Eagle on October 17, 2014

**RESOLUTION NO. 14-308**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 01, MAIN 29, FOUR MILE CREEK SEWER (SOUTH OF CENTRAL, EAST OF 127TH) 468-84988** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF **LATERAL 01, MAIN 29, FOUR MILE CREEK SEWER (SOUTH OF CENTRAL, EAST OF 127TH) 468-84988** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 01, Main 29, Four Mile Creek Sewer (south of Central, east of 127th) 468-84988**.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **One Hundred Eighty Thousand Dollars (\$180,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2013**, exclusive of the costs of temporary financing.

SECTION 3. 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:

**LIFE CHURCH ADDITION**

Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the lateral sanitary sewer for which the improvement district is liable, plus the benefit fee shall be on a fractional basis: Lot 1, Block A, LIFE CHURCH ADDITION shall pay 600/1000 of the total cost of the improvement; Lot 2, Block A, LIFE CHURCH ADDITION shall pay 400/1000 of the total cost of the improvement.

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.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of October, 2014.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

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

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
SHARON DICKGRAFE, INTERIM  
DIRECTOR OF LAW AND CITY ATTORNEY

First Published in the Wichita Eagle on October 17, 2014

**RESOLUTION NO. 14-309**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **TURNING LANES (SOUTH OF CENTRAL, EAST OF 127TH) 472-85184** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING **TURNING LANES (SOUTH OF CENTRAL, EAST OF 127TH) 472-85184** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **turning lanes (south of Central, east of 127th) 472-85184**.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Ninety Thousand Dollars (\$90,000)** exclusive of interest on financing and administrative and financing costs, with 100 Percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **October 1, 2014**, exclusive of the costs of temporary financing.

SECTION 3. 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:

**LIFE CHURCH ADDITION**  
Lots 1 and 2, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the paving improvements for which the improvement district is liable, plus the benefit fee, shall be on a fractional basis: Lot 1, Block A, LIFE CHURCH ADDITION shall pay 600/1000 of the total cost of the improvement; Lot 2, Block A, LIFE CHURCH ADDITION shall pay 400/1000 of the total cost of the improvement.

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 or re-assessed per the method established in a Re-spread Agreement submitted to the City of Wichita.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas this 14th day of

October, 2014.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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SHARON DICKGRAFE, INTERIM  
DIRECTOR OF LAW AND CITY ATTORNEY

**City of Wichita  
City Council Meeting  
October 14, 2014**

**TO:** Wichita Housing Authority Board Members

**SUBJECT:** Veterans Affairs Supportive Housing Grant Application

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Wichita Housing Authority (Consent)

---

**Recommendation:** Authorize submission of an application for 30 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

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

**Analysis:** The WHA currently administers a HUD-VASH program with 135 vouchers. WHA staff provide support for the housing leasing activities and the VA provides the supportive services to the veteran.

On October 3, 2014 the United States Department of Housing and Urban Development (HUD) advised the WHA that additional vouchers to assist homeless veterans were available through current appropriations. The WHA was invited to apply for up to 30 vouchers. Providing permanent housing homeless veterans is a high priority for HUD; the City is participating in the Mayor's Challenge to end homelessness among veterans by the end of 2015. These additional vouchers will help in that regard.

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

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

**Recommendations/Actions:** It is recommended that the Wichita Housing Authority Board authorize submission of an application for 30 Housing Choice Vouchers for rental assistance for homeless veterans, and authorize the necessary signatures.

**Attachment:** Funding Application.

# Funding Application

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

OMB Approval No. 2577-0169  
(exp.09/30/2017)

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

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

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

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

City of Wichita Housing Authority  
332 N. Riverview  
Wichita KS 67203



Do you have an ACC with HUD No  Yes  No

for Section 8 Certificates?

for Section 8 Vouchers?

Date of Application: 10/14/2014

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

City of Wichita, Kansas

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

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

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

	0-BR	1-BR	Number of Dwelling 2-BR	Units Below 3-BR	Size 4-BR	5-BR	6+BR	Total Dwelling Units
Certificates								
Vouchers		27	3					30

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

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

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

Estimated date when all previous VASH vouchers will be issued is December 31, 2014.

---

**E. Housing Quality Standards (HQS).** (Check applicable box) HUD's HQS will be used with no modifications Attached for  
HUD approval are HQS acceptability criteria variations

---

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

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

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

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

---

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

### **Equal Opportunity Certification**

The Housing Agency (HA) certifies that:

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

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

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

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

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

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

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

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

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

### **Certification Regarding Lobbying**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

### Certification Regarding Drug-Free Workplace Requirements

#### Instructions for Drug-Free Workplace Requirements Certification:

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

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

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

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

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

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The grantee's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

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

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

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

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

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

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, State, zip code)

Check  if there are workplaces on file that are not identified here.

**Housing Agency Signature**

Signature of HA Representative

Print or Type Name of Signatory

Mary K. Vaughn

Phone No.

(316) 462-3795

Date

10/14/2014

City of Wichita  
City Council Meeting  
October 14, 2014

**TO:** Wichita Airport Authority

**SUBJECT:** LeaseCorp Aviation, LLC  
Commercial Hangar Operator Use and Lease Agreement  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

---

**Recommendation:** Approve the agreement.

**Background:** Ray Koenig has owned and operated LeaseCorp Financial, LLC (LeaseCorp), a commercial vehicle leasing company for 16 years. Since 2012, LeaseCorp has developed two hangars and is in the process of constructing the third hangar for the purpose of commercial aircraft storage.

**Analysis:** LeaseCorp is desirous of leasing 158,921 sq. ft. of land on Mid-Continent Airport (Airport) to construct two hangars with office space. The hangars will be located at the northeast portion of the Airport along the east side of Taxiway H, and will be subleased to others for aircraft storage and related aviation business activities. The estimated construction cost to build the hangars is \$4.24 million. The hangars will be built with private financing from the tenant. The initial term of the lease is 20 years with two, five-year option terms. It is the Wichita Airport Authority's (WAA) policy that all facilities located on Wichita Mid-Continent Airport and Colonel James Jabara Airport are owned by WAA, with the exception of a few governmental facilities.

**Financial Considerations:** The land rental rate of \$0.1982 per sq. ft. will result in new initial annual revenue to the WAA of \$31,498 for use of the land. The land rental rate will increase five percent (5%) for every five-year period, which is consistent with the WAA's published land rental rate schedule.

**Legal Considerations:** The 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 agreement and authorize the necessary signatures.

**Attachments:** Agreement.

LEASE AGREEMENT

By and Between

WICHITA AIRPORT AUTHORITY  
Wichita, Kansas

and

LEASECORP AVIATION, LLC

Commercial Hangar Operator  
Wichita Mid-Continent Airport  
Wichita, Kansas

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By _____ By _____.....	54
Title _____ Raymond L. Koenig, President.....	54
"LESSEE".....	54

THIS AGREEMENT is entered into this October 14, 2014, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and LeaseCorp Aviation, LLC Federal Tax Identification #46-1861240 (LESSEE).

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

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

WHEREAS, LESSEE is an individual, or an entity authorized to operate in the state of Kansas that desires to lease a parcel or parcels of land defined below (Premises) on the campus of Wichita Mid-Continent Airport (Airport) from LESSOR under the terms and conditions set forth below in this Use and Lease Agreement (Agreement) for the purpose of constructing a commercial hangar by LESSEE on the Premises;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

## **1. PREMISES**

LESSOR agrees to let to LESSEE, and LESSEE does hereby rent from LESSOR certain real property located at 6565 Pueblo Court, consisting more or less of 85,683 sq. ft. of land and 6545 Pueblo Court, consisting more or less of 73,238 sq. ft. of land, (Premises), as set forth and shown on the attached Preliminary Exhibit "A". The Premises shall include the land and any facilities, structures and improvements located and constructed on the land. The Parties anticipate a final form Exhibit A to be substituted upon completion of the site survey.

The taking of possession of the Premises by LESSEE shall in itself constitute acknowledgement that the Premises are in good and tenable condition, and LESSEE agrees to accept Premises in its presently existing condition, "as is," "where is," and that LESSOR shall not be obligated to make any improvements or modifications to the Premises.

## **2. INITIAL TERM**

The Term of this Agreement shall commence on December 1, 2014, and shall continue for a period of twenty years ("Initial Term"), with the Initial Term expiring on November 30, 2034, unless otherwise terminated under provisions agreed to herein.

## **3. OPTION TERMS**

This Agreement may be renewed for two (2), consecutive five (5) year periods ("Option Term"), provided LESSEE is not in default hereunder beyond any applicable grace or cure periods in Rent or other payments to LESSOR at the time notice requesting exercising an Option Term is given. If LESSEE wishes to exercise an Option Term, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term (for 1st 5-year option), and ninety (90) days prior to the expiration of the first Option Term (for 2nd 5-year option). If LESSEE is in default of any obligation under this Agreement beyond the time periods expressly allowed in this Section then any notice attempting to exercise the Option Term(s) shall be void.

The first Option Term, if exercised by mutual agreement of both parties, shall commence on November 1, 2034, and expire on October 31, 2039. The second Option Term, if exercised by mutual agreement of both parties, shall commence on November 1, 2039, and expire on October 31, 2044.

**4. LAND RENT DURING INITIAL TERM**

Upon commencement of this Agreement, LESSEE shall pay to LESSOR basic land rental for the Premises located at 6565 Pueblo Court, containing approximately 85,683 sq. ft. of land and 6545 Pueblo Court, containing approximately 73,238 sq. ft. of land. That rent shall be calculated as follows:

<b>INITIAL TERM</b>					
6565 Pueblo Court – 85,683 Sq. Ft.					
6545 Pueblo Court – 73,238 Sq. Ft.					
Total = 158,921 Sq. Ft.*					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/1/2014	-	11/30/2019	.1982	31,498.14	2,624.85
12/1/2019	-	11/30/2024	.2081	33,071.46	2,755.96
12/1/2024	-	11/30/2029	.2185	34,724.24	2,893.69
12/1/2029	-	11/30/2034	.2294	36,456.48	3,038.04

\*Square footage leased area is to be finally determined by a site survey. The rental rate per square foot will remain as shown. The annual and monthly amount may be adjusted based on calculations from the site survey information.

**5. FACILITY RENT DURING OPTION TERM(S)**

Facility rental for all facilities shall commence at the beginning of the Second Option Term. Facility rental for all facilities, structures, fixtures and improvements on the real estate during the Second Option Term period, if exercised, shall be set at the then-current market value of such facilities, structures, fixtures and improvements as determined by a single independent third-party licensed and accredited commercial property appraiser with offices in Wichita, Kansas, and experience with the local commercial property market. The appraiser shall be selected by agreement of the parties. In the event that the parties cannot agree on this selection within 15 days after notice is given for exercise of the Second Option Term, then this appraiser role shall be filed by designation of the chairperson of the board of appraisers issuing the most recently completed condemnation action filed by the City of Wichita. The valuation established by the selected or designated appraiser shall be conclusive on the parties.

**6. LAND RENT DURING OPTION TERMS**

<p><b>FIRST OPTION TERM</b>          6565 Pueblo Court – 85,683 Sq. Ft.          6545 Pueblo Court – 73,238 Sq. Ft.          Total Sq. Ft. = 60,468 Sq. Ft.</p>					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2034	-	11/30/2039	.2409	\$38,284.07	\$3,190.34

<p><b>SECOND OPTION TERM</b>          6565 Pueblo Court – 85,683 Sq. Ft.          6545 Pueblo Court – 73,238 Sq. Ft.          Total Sq. Ft. = 60,468 Sq. Ft.</p>					
Years			Rate Per Sq. Ft.	Annual	Monthly
12/01/2039	-	11/30/2044	.2529	\$40,191.12	\$3,349.26

**7. OTHER FEES AND CHARGES**

It is understood and agreed by LESSEE that LESSOR may assess fees and charges to LESSEE according to rates established by LESSOR's Schedule of Fees and Charges. Such Schedule shall be amended from time to time by action of the LESSOR.

## 8. PAYMENT PROCEDURE

LESSEE shall pay to LESSOR in advance on the first day of each month, without demand or invoicing, for both facility rental and land rental for the Premises as set forth herein. In the event LESSEE fails to make payment within ten (10) days of the dates due as set forth in this Agreement, then LESSOR, may charge LESSEE a monthly service charge of twelve percent (12%) on an annual basis for any such overdue amount, unless a lesser sum is set as the maximum allowable under state statutes on any such overdue amount, plus reasonable attorneys' and administrative fees incurred by LESSOR in attempting to obtain payment.

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

Wichita Airport Authority  
2173 Air Cargo Road  
Wichita, Kansas 67209

or such other address as designated in writing.

## 9. LESSEE'S IDENTITY

LESSEE must be a natural person or an entity, firm, company, corporation, partnership, limited liability company, or a joint venture which has substance under State of Kansas Law and a specific legal identity and business purpose as registered with the Secretary of State in the LESSEE's state of business residence.

## 10. PERMITTED USE OF PREMISES

Upon performance of all provisions contained in this Agreement, LESSEE, as a Commercial Hangar Operator (CHO), shall have the right of use of the Premises to develop, operate and maintain hangar and support facilities for the purpose of furnishing to the public aircraft storage hangar facilities on a long-term rental/sub-lease basis in compliance with the LESSOR's Minimum Standards for Aeronautical Activity as set forth and shown on the attached Exhibit "B" (incorporated by reference). Other commercial activities or services, including but not limited to flight training, aircraft charter, aircraft maintenance, aircraft and components sales may be permitted if the proposed commercial activity will meet all requirements of the Minimum Standards for Aeronautical Activity, appropriate space is available, proper parking is developed, and security/access controls are established.

LESSEE shall have the right of ingress and egress, in common with others, for both vehicles and aircraft, for the benefit of its employees, invitees, contractors, subcontractors, agents and representatives, to be exercised in a reasonable manner. This right of ingress and egress is granted for activities incidental or related to LESSEE'S approved activities, and for no other purposes except as may be approved in writing by LESSOR. This right is subject to federal, state and local security and safety requirements and standards. As required by Kansas state statute and the City of Wichita Charter Ordinance, it is understood and agreed that the Premises shall be used and occupied for aviation purposes or purposes incidental or related thereto in support of CHO activities.

LESSEE recognizes that other tenants now and hereafter may occupy other portions of the Airport, and that such other tenants shall have the right to use public roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations, and these common facilities are not under an exclusive use lease; and LESSEE shall conduct its operations in such a manner as to not impede access by others to these common facilities, nor in any other way interfere with, nor disrupt the business of other tenants or the quiet enjoyment of their leasehold interests at the Airport.

LESSEE recognizes that this right of quiet enjoyment and unimpeded access extends to all tenants equally. No tenant has the right to overhang or otherwise invade by vegetation, equipment, improvements, any part of an aircraft the leasehold premises of any other tenant or the vertical areas there above commencing at the property lease line and all areas therein. This prohibition applies to both permanent and transitory invasions. The sole exception to this provision shall be for the navigational easement, described in the Airspace and Easement for Flight provisions of Section 53 General Provisions, granted to airborne aircraft.

LESSOR reserves the right to grant and/or permit other parties the right to use any portion of the Airport, except that described in Section 1, PREMISES, for any permitted purpose, and upon any fair and non-discriminatory terms established by the LESSOR.

LESSEE, its affiliated entities, subsidiaries, employees, agents, representatives, contractors, and subcontractors, will not transact or otherwise engage in any other activities, business, and/or services on or from the Premises, except as described in this Agreement, unless such is provided for by a separate written approval, or amendment to this Agreement, and subject to approval by LESSOR.

### 11. PROHIBITED USE OF PREMISES

The Premises shall not be used for any purpose not expressly authorized in Section 10, PERMITTED USE OF PREMISES. The following operations, services and concessions shall be specifically prohibited on or from the Premises:

- (a) Commercial catering, restaurant and/or lounge concessions;
- (b) Commercial (for hire) ground transportation;
- (c) Commercial "paid" parking;
- (d) Commercial hotel or lodging;
- (e) Sale of non-aviation products and services;
- (f) Sale, trade or bartering of aviation fuels, or other fuel or lubricant products;
- (g) Revenue-producing communication systems or systems not directly applicable to LESSEE's operations on the Premises;
- (h) Automobile rental service;
- (i) Storage and/or maintenance of any auto, truck, trailer, camper, boat, jet ski, motor cycle, recreational vehicle or other non-aviation or non-aircraft service and support vehicle or equipment;
- (j) Commercial outdoor advertising;
- (k) Any activity reasonably considered by LESSOR to not be aviation purposes or purposes incidental or related thereto in connection with an aircraft maintenance operator.

The LESSEE shall not perform, or allow to be performed any engine "run-up" in excess of fifty percent (50%) power level on the Premises.

## 12. NON-EXCLUSIVE USE OF CERTAIN FACILITIES

LESSOR grants the LESSEE, in common with other users, the non-exclusive use of the Airport and appurtenances, together with all facilities, improvements and services which are now, or may hereafter be provided at, or in connection with the Airport. This use is limited to the purposes for which such facilities were designed and constructed, and for no other purposes, and is available only from time to time and on a non-exclusive use basis, according to the discretionary operational decisions of LESSOR. These facilities include, but are not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting, beacons, navigational aids, or other conveniences for aeronautical operations which are not exclusively leased areas of the LESSEE or of any other tenant on the Airport.

## 13. LESSEE'S RIGHTS AND PRIVILEGES

LESSEE shall have the following rights and privileges on the Premises and on the Airport:

- (a) The rights to install, operate, repair, and store upon the Premises all personal property and fixtures necessary for the conduct of LESSEE's lawful business;
- (b) The right of ingress and egress to and from the Premises, which rights shall extend to LESSEE's invitees, contractors, subcontractors, agents, representatives and employees; subject, however, to all reasonable security regulations;
- (c) The right in common with others authorized to do so, to use the common areas of the Airport, consisting of but not limited to roadways, streets, ramps, taxiways, runways, access gates, lighting beacons, and navigational aids; and
- (d) The right to uninterrupted taxiway connection and access from the Premises to the LESSOR's air operations area (AOA) connecting and adjacent to the Premises.

## 14. LESSOR'S RIGHTS AND PRIVILEGES

LESSOR expressly reserves from the Premises:

- (a) Mineral Rights. All gas, oil and mineral rights in and under the soil.
- (b) Water Rights. All statutory, exempt, vested, and granted appropriation rights for the use of water, and all rights to request further appropriations for the Premises.
- (c) Airspace. A public right of flight through the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from, or operation on the Airport. No liability on the part of LESSOR or any tenant will result from the exercise of this right.
- (d) Navigational Aids. The right to install, maintain and modify and/or permit others to install, maintain and modify on the Premises visual and electronic navigational aids.
- (e) Entry and Inspection of Premises. The right of LESSOR, its authorized officers, employees, agents, contractors, subcontractors, authorized government agents, or other representatives to enter upon the Premises:
  - (1) To inspect at reasonable intervals during regular business hours (or any time in case of emergency or lawful investigation) to determine whether LESSEE has complied, and is complying with the terms and conditions of this Agreement;
  - (2) To Inspect Premises, facilities, and equipment for compliance with laws, regulations and/or codes of the federal, state or local government, airport rules and regulations and airport standard operating procedures; and
  - (3) To construct or erect new facilities, or to perform maintenance, repair, or replacement relating to the Premises or any facility thereon, as may be required and necessary, but LESSOR shall not be obligated to exercise this option.
- (f) Radio/Wireless Communication Systems. The right to approve or withhold approval of any use of fixed RF Systems for the transmission of radio frequency signals in/on the Premises.
- (g) General Provisions. The right to exercise any and all rights set out in Section 53, GENERAL PROVISIONS.
- (h) Signage. The right to enter onto the premises for installation, and the right to install any signage on the Premises required by law, order, rule, regulation, Airport Security Program or federal directive.

Provided that exercise by LESSOR of any such reserved rights (a) through (h) shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

## **15. NON-INTERFERENCE WITH AIRPORT OPERATIONS**

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect the development, improvement, operation, or maintenance of the Airport or its facilities, nor shall LESSEE use or permit the Premises to be used in any manner which might interfere with the landing and take-off of aircraft from the Airport or otherwise constitute a hazard to the general public, or to LESSOR's tenants or the customers, agents, invitees, contractors, representatives and employees of those tenants.

LESSEE covenants and agrees that it shall not allow any condition on the Premises, nor permit the conduct of any activity on such Premises, which shall materially or adversely affect, infringe upon, block or interrupt the operations and business activity of other airport tenant leaseholds.

## **16. COOPERATION WITH AIRPORT DEVELOPMENT**

LESSEE understands and agrees that LESSOR may pursue Airport development, improvements and maintenance activities from time-to-time that may affect the Premises and other areas of the Airport. LESSEE agrees to work cooperatively and in good faith with the LESSOR and other tenants and contractors in development, improvement and maintenance activities to minimize any disruptions. If requested by the LESSOR, LESSEE shall cooperate with and assist the LESSOR to the greatest extent possible in the development and implementation of any plans, designs, ingress/egress, or transition that may arise in connection with such Airport development, improvement, and maintenance activities. LESSOR may temporarily or permanently close, re-route, or consent to the closing or re-routing of any method of ingress or egress on the Airport, so long as the means of ingress and egress are reasonably equivalent to current access available to LESSEE. LESSOR may temporarily close the runway, taxiways, ramps or portions thereof for purposes of maintenance, replacement, re-construction or expansion. Provided that exercise by LESSOR of any such Airport development, improvement, or maintenance shall be without expense to the LESSEE and shall not unreasonably or materially interfere with LESSEE's use of the Premises, and shall not delay LESSEE in the exercise of its rights or the performance of its duties hereunder or increase the costs of such performance.

## 17. DESIGN AND CONSTRUCTION

LESSEE agrees to construct a 25,200 sq. ft. facility located at 6565 Pueblo Court and 17,400 sq. ft. facility located at 6545 Pueblo Court on the Premises shown on the attached Exhibit "A" as it may be amended. LESSEE warrants that the improvements, when completed, will be necessary or useful by LESSEE for activities allowed under this Agreement. LESSEE agrees to proceed diligently to complete the improvements. It shall be treated as an event of default under this Agreement if construction of the facility on 6565 Pueblo Court has not commenced within twelve (12) months from the commencement of the Term of this Agreement. Such failure to commence construction shall be treated as an event of default under Section 32, TERMINATION BY LESSOR. It shall be treated as an event of default under this Agreement if a Certificate of Occupancy is not issued by the City of Wichita for the facilities on 6545 Pueblo Court within twelve (12) calendar months from the issuance of construction notice-to-proceed. LESSOR may extend such time periods in writing at its complete discretion.

LESSEE agrees to construct a second hangar within twenty-four (24) months from the commencement of this Agreement, on that portion of the leased Premises shown on Exhibit "A" as 6545 Pueblo Court. LESSEE shall have the right to sever 6545 Pueblo Court from the Premises within twenty-four (24) months from the commencement of the Agreement upon written notice to LESSOR. Ground rent for the balance of the tenancy, dating from the notice of severance, shall be reduced pro rata using the rate per sq. ft. set out in Section 4 of this Agreement, but there shall be no refund for ground rent for 6545 Pueblo Court previously paid, nor reduction of ground rent for 6545 Pueblo Court accrued and owing prior to notice of severance. If construction of this second hangar has not substantially begun by November 30, 2016, the LESSOR has full discretion to sever 6545 Pueblo Court from the Premises. This change in the description of the Premises shall be accomplished immediately upon unilateral, written notice of severance from LESSOR to LESSEE. Upon receipt of such notice, LESSEE shall immediately relinquish all use and control over 6545 Pueblo Court. Ground rent for the balance of the tenancy, dating from the notice of severance, shall be reduced pro rata using the rate per sq. ft. set out in Section 4 of this Agreement, but there shall be no refund for ground rent for 6545 Pueblo Court previously paid, nor reduction of ground rent for 6545 Pueblo Court accrued and owing prior to notice of severance. All provisions of this Agreement shall continue to apply to the remaining Premises, 6565 Pueblo Court after severance, whether accomplished by LESSOR or LESSEE.

If the Agreement is terminated due to failure to commence or complete the construction as set forth in this Section, LESSEE shall, at LESSOR'S election and at LESSEE's sole expense, be required to restore the Premises to a like and comparable condition as it existed at the commencement date of this Agreement. This restoration shall be completed within a time period of ninety (90) calendar days from expiration of LESSEE'S opportunity to cure as set out in

Section 32, TERMINATION BY LESSOR. At the end of the ninety (90) day period described above, LESSOR shall be entitled to complete the restoration work at LESSEE'S expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. The parties recognize that the Premises are unique property of substantial value, and stipulate that injunctive relief is appropriate to enforce the provisions of this Section. At LESSOR's election, LESSOR shall have the option to complete the construction, utilizing the performance bonds to the extent available at LESSEE's sole expense, as set forth in Section 19, CONSTRUCTION COSTS in lieu of restoration.

LESSEE shall design and construct facilities and improvements on the Premises subject to the LESSOR'S express approval of LESSEE'S proposed plans and specifications. Such construction shall adhere to the terms of this Agreement and to any additional design and construction standards, Airport Standard Operating Procedures, Airport Minimum Standards, Airport Security Program, and any other applicable regulations, codes and requirements set out by LESSOR or any governmental agency, or unit. Plans and specification review submittals shall follow accepted practice for such deliverables, and the LESSOR shall provide comments, as applicable, on each submittal. Upon the LESSOR's reasonable request, the LESSEE shall provide additional or supplemental submittals, as may be reasonably required, to fully understand the proposed improvements. No above-ground wires or other utilities shall be installed on the Premises. LESSEE shall construct and maintain at its own expense, paved taxiway access to the Airport's existing taxiway system if required by LESSEE's future construction. All aircraft pavement provided by LESSEE shall be designed and constructed in full conformance with applicable LESSOR and FAA standards for the largest type of aircraft expected to use the Premises.

LESSEE shall provide a storm water management plan as part of the preliminary plan review process. Storm water management facilities shall be designed and maintained in accordance with guidelines established by the City of Wichita, the Wichita Airport Authority, and all federal agencies. No construction, development or subsequent activities shall be allowed to cause adverse drainage issues such as erosion, blocking the flow of water, etc. No runoff shall be allowed to leave the leasehold. LESSOR shall have the option to conduct such construction as needed to insure compliance with the storm water management plan. In the event of any negative impact due to LESSEE's construction, LESSOR shall be entitled to complete restoration work at LESSEE's expense, plus an additional twenty percent (20%) administrative fee to be paid by LESSEE directly to LESSOR. Upon LESSOR'S approval of all plans and specifications and upon approval and issuance of required building permits by the Metropolitan Area Building and Construction Department (MABCD), the LESSEE and LESSEE's employees, contractors, subcontractors, suppliers, agents, and/or representatives shall have the right to enter upon the Premises and commence construction. Stormwater best management practices (BMPs) shall be

installed and maintained as required by LESSOR, and other federal, state, and local agencies having regulatory jurisdictional authority.

LESSEE agrees: (1) construction shall be administered and observed on-site by construction and/or design professionals according to the Job Site Requirement document to ensure compliance with the approved plans and specifications; (2) proposed construction modifications, amendments or changes to the LESSOR approved plans and specifications shall be submitted to LESSOR for prior approval; (3) to install a temporary security and/or construction barricade fence as directed by the LESSOR at LESSEE's expense (4) to repair or replace, at LESSEE's expense and to LESSOR's satisfaction, property damaged in the construction of the facilities and improvements by LESSEE, its contractors, agents or employees; and (5) to provide LESSOR, within thirty (30) days following occupancy of the facilities, a complete reproducible set of as-built record drawings, along with a certification of project costs for all permanent improvements. Upon completion of the facility, LESSEE shall furnish a letter to LESSOR warranting that: (1) the improvements have been completed in accordance with the approved plans and specifications; (2) the improvements have been completed in a good and skilled manner; (3) no liens have been filed, nor is there any basis for the filing of such liens with respect to the improvements; and (4) all improvements constituting a part of the project are located or installed upon the Premises. Inaccurate or false certifications under this Section shall be a breach of this Agreement which the parties agree may only be remedied by specific performance whenever discovered. LESSEE's obligation to cure deficiencies in the improvements to the Premises by performance in a good and skilled manner shall survive this Agreement.

Plan approval described in this Section shall not be deemed approval as required for the Zoning Code, Building Code, or any other approval required by the City of Wichita. LESSEE shall indemnify and hold the LESSOR harmless for any liability for regulatory or governmental approvals or the failure to obtain the same. LESSEE shall be responsible for obtaining all permits and approvals required for the construction, maintenance, operation and use of all facilities on the Premises. Improvements within the secured area and AOA shall conform to Federal Aviation Administration and Transportation Security Administration regulations, standards and criteria for design, construction, inspection and testing. LESSEE shall use reasonable efforts to coordinate the construction of the improvements with time schedules established by the LESSOR, should other construction be occurring at the Airport which may be impacted by this project.

## **18. FUTURE ALTERATION AND IMPROVEMENT STANDARDS**

Once the initial improvements are completed, LESSEE may, with prior written approval of LESSOR, and by lease amendment, if appropriate, add to, improve, or alter the Premises subject to all conditions set forth herein. Any such addition or alteration shall be subject to the same design, construction and use requirements established for initial construction as set forth in Section 17, DESIGN AND CONSTRUCTION. Any such addition or alteration must be designed and constructed in a manner that will not weaken or impair the structural strength or reduce the value or functionality of the Premises or existing improvements thereon. It shall be the responsibility of LESSEE to file all necessary alteration and construction forms with the Director of Airports, as the LESSOR's representative, for submission to the Federal Aviation Administration or the Transportation Security Administration for approval.

## **19. CONSTRUCTION COSTS**

LESSEE agrees to pay all costs incurred in connection with the construction of the new structures, facilities and improvements, and future additions, improvements and alterations, unless otherwise expressly agreed to in writing by the LESSEE and LESSOR. LESSEE agrees to make direct payment to all materials, product and service providers for all such costs as they are incurred. LESSEE shall have no right, authority, or power to bind LESSOR or any interest of LESSOR in the Premises, for the payment of any claim for labor or material or for any charge or expense incurred in the erection, construction, operation, or maintenance of said improvements and Premises.

Before beginning construction, LESSEE shall, by agreement with its contractor or otherwise, provide performance, labor and material payment bonds and statutory bonds with respect to any improvement that exceeds five thousand dollars (\$5,000) in cost constructed on the Premises in the full amount for the project contract. The general contractor under any such contract shall be the principal and a surety company or companies qualified to do business in Kansas shall serve as surety. Such performance, labor and material payment bonds shall name the Wichita Airport Authority and the City of Wichita, Kansas as the obligees. Satisfaction of this requirement shall not be the basis for an extension of the Section 17, DESIGN AND CONSTRUCTION, construction period.

For improvement that exceeds five thousand dollars (\$5,000) constructed on the Premises, LESSEE shall purchase and maintain a builder's risk insurance policy, or require its prime contractor to carry such policies, in a sum equal to the full project replacement value as set forth in Section 28, LIABILITY INSURANCE. Builder's Risk coverages shall be in effect from the

date of the construction notice-to-proceed and continue in force until all financial interest ceases. LESSEE shall also purchase and maintain any other insurance policies described in Job Site Requirements document relating to construction of the Premises. All other coverages shall remain in force as described in the Job Site Requirement document. The Wichita Airport Authority and the City of Wichita shall be named as additional insured on such policies, and all policies shall be written by insurers subject to LESSOR's reasonable approval.

## **20. CONSTRUCTION INSPECTIONS**

LESSOR shall have the right at any reasonable time prior to the completion of the construction of facilities and improvements and any future alterations and improvements thereto, to enter upon the Premises for the purpose of inspecting the construction thereof, to determine whether or not the improvements are being constructed substantially in accordance with the plans and specifications. If at any time during the progress of such construction, it is determined that the improvements are not being constructed substantially in accordance with the plans and specifications, upon receipt of written notice from the LESSOR, the LESSEE shall make or cause to be made such reasonable alterations as may be required to cause the improvements to substantially conform to the plans and specifications. However, LESSOR has no duty to undertake such inspections, and LESSOR will not be held to any duty of care regarding such inspections, if conducted.

## **21. REMOVAL AND DEMOLITION**

LESSEE shall not remove or demolish, in whole or in part, any improvements upon the Premises without the prior written consent of the LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE replacing the same by a reasonable improvement specified in such consent. LESSEE shall obtain written consent before commencing demolition and restoration. Failure to obtain this consent shall entitle the LESSOR to such compensation as is necessary to restore the affected improvements.

## 22. TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES

It is understood and agreed that title to the Premises and to all existing and future structures, facilities, improvements and fixtures shall be, and shall remain, exclusively with LESSOR, the Wichita Airport Authority.

LESSEE shall, without cost to LESSOR, furnish and install all non-attached furniture, movable partitions, decorations, accessories, equipment, and tools necessary to conduct its business, which shall retain status as personal property even though temporarily affixed to the Premises. Title/ownership to non-attached personal property shall remain with LESSEE.

The term "fixtures", whenever used in this Agreement, shall be construed to include all structures and fixed systems and equipment erected or installed upon the Premises, all fencing, grading and pavement, all underground wires, cables, pipes, conduits, tanks, drains and drainages; and all other property of every kind and nature which is permanently affixed to the Premises, except LESSEE's personal property.

All facilities, structures and improvements, and alterations and additions to the Premises, excluding personal property of LESSEE, placed at the expense of LESSEE, shall remain upon and be surrendered with the Premises as a part thereof, on any termination of this Agreement, for any cause, and shall remain the property of the LESSOR.

## 23. LIENS

LESSEE shall take or cause to be taken all steps that are required or permitted by law in order to avoid the imposition of any lien upon the Premises or any improvements thereon. Should any lien be placed on the Premises or any improvements thereon, LESSEE shall cause to be removed any and all liens of any nature. This obligation includes, but is not limited to, tax liens and liens arising out of or because of any financing, construction or installation performed by or on behalf of LESSEE or any of its contractors or subcontractors upon LESSEE's Premises or arising out of or because of the performance of any work or labor to it or them at said Premises or the furnishing of any materials to it or them for use at said Premises. Should any such lien be made or filed, LESSEE shall bond against or discharge the same within thirty (30) days after actual notice of the same from any source, whether from LESSOR or otherwise, and provide written proof of discharge or bonding to LESSOR within that time. LESSEE acknowledges that LESSEE acquires no equity interest in the Premises, notwithstanding its construction of improvements on the Premises. Although such improvements accrue to the LESSOR, improvements are for the enhancement of LESSEE's use of the Premises. LESSEE has no

agency authority to act on behalf of LESSOR for any such construction. LESSEE may not mortgage or pledge as collateral its leasehold interest herein without the prior written consent of the LESSOR.

LESSOR may consent, upon LESSEE's written request, to an assignment of rents to a governmentally regulated and insured commercial lender as partial security for financing of LESSEE's activities on the Premises, which assignment is intended to be a present transfer to such lender of all of LESSEE's rights to collect and receive rents and charges from approved users, operators, sublessees and permittees. Lender(s) shall have no rights to assign this Agreement or sublease the Premises without the prior written consent of the LESSOR as required under Section 26, ASSIGNMENT and Section 27, SUBLEASING, PERMITTING AND CONTRACTING. Upon LESSEE's written consent LESSOR agrees to give Lender(s) notice of any default or termination of the Agreement, and allow Lender(s) the same opportunity as the LESSEE under the Agreement to correct any condition or cure any default. Nothing in this Section is intended to relieve the LESSEE of its obligations under this Agreement.

#### **24. TAXES, LICENSES AND PERMITS**

LESSEE agrees to pay all present and future taxes or, in lieu of taxes, special assessments now or hereafter levied or assessed (1) upon the Premises and facilities, (2) upon property owned or possessed by LESSEE and situated on the Premises, and (3) upon LESSEE's interest in or use of the Premises. LESSEE shall defend, indemnify and save LESSOR and the City of Wichita, Kansas harmless from any claims or liens in connection with such taxes, obligations in lieu of taxes or assessments.

LESSEE shall promptly pay all taxes, excises, license fees and permit fees of whatever nature applicable to its operation on the Premises. LESSEE may elect, however, at its own cost and expense, to contest any such tax, excise, levy, or assessment. LESSEE will keep current all Federal, State or local licenses, operating certificates or permits required for the conduct of its operations. LESSEE represents and warrants to LESSOR that it has obtained all license, franchise, operating certificates or other agreements or permits necessary to operate LESSEE's operation in accordance with the terms of this Agreement, and LESSEE covenants to keep all such licenses, franchises, permits, operating certificates and other agreements in full force and effect during the Term of this Agreement.

LESSEE shall pay all lawful taxes and assessments which, during the term hereof, may become a lien upon or which may be levied by the State, County, City or any other tax levying body, upon the leased Premises or upon any taxable interest of LESSEE acquired in this lease agreement, or

any taxable possessory right which LESSEE may have in or to the leased Premises, including any improvements or facilities located on the Premises. LESSEE shall also pay all lawful taxes and assessments on taxable property, real or personal, owned by LESSEE in and about said Premises. Nothing in this Section shall prevent LESSEE from contesting the legality, validity or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled so to do.

## 25. UTILITIES

LESSEE shall pay all costs for utility services (whether for installation, service, administration, connection, or maintenance thereof) used by LESSEE at or upon the Premises with no responsibility or expense accruing or inuring to LESSOR, including all permits, licenses or authorizations necessary in connection therewith. Such payments by LESSEE shall be made directly to the utility supplier or service provider, except that if such utilities should be supplied by the LESSOR, then in this event, LESSEE will pay those costs to LESSOR within thirty (30) days after receipt of LESSOR'S invoice. LESSOR agrees that any such costs invoiced to LESSEE will be based on the rates charged to LESSOR by utility supplier, plus reasonable capital and administrative recovery costs.

Unless otherwise agreed upon in writing, if LESSEE requires utilities beyond that currently provided or that are available to be extended to the Premises boundary, LESSEE agrees to pay the full cost and expense associated with the upgrade/extension/installation of all such utilities related to its use of the Premises, and to comply with all provisions for maintaining such utilities.

The LESSOR reserves for itself the right to upgrade, extend, install, maintain and repair all utilities and services on or across the Premises, whether or not such services or utilities are for the benefit of LESSEE. The LESSOR shall take all reasonable care and diligence to protect existing improvements and utilities, and shall avoid to the greatest extent possible any unreasonable interference or interruption to LESSEE's operations.

All electrical, data and communications utilities installed or caused to be installed shall be underground, and no utility services or other cables or wires shall be installed on poles or otherwise above ground. Unless otherwise provided in this Agreement, all utilities and conduits or ducts installed by anyone on the Premises shall be considered fixtures as defined under Section 22, TITLE TO FACILITIES, IMPROVEMENTS AND FIXTURES, and shall become the owned property of LESSOR. All utility facilities installations shall meet the requirements of Section 18, FUTURE ALTERATION AND IMPROVEMENT STANDARDS of this Agreement.

Wastes not legally permitted and authorized for disposal into the storm and/or sanitary drainage system shall not be discharged, connected or introduced into storm and/or sanitary drains and the storm and/or sanitary drainage system. LESSEE shall take all reasonable precautions to prevent the discharge of material into any drainage system that would create interference with the flow therein, or that would cause a hazard or unlawful contamination thereto. A copy of LESSEE's Stormwater Pollution Prevention Plan and Spill Prevention Control and Countermeasure Plan shall be submitted to the LESSOR upon the LESSOR's request.

## **26. ASSIGNMENT**

With the exception of assignment to a parent or "holding" company or subsidiary, LESSEE shall have no right to assign or delegate any of its rights or duties pursuant to this Agreement without the prior written consent of LESSOR. Any assignment or delegation so made and so permitted shall be subject to all terms, conditions and other provisions of this Agreement. Any attempted assignment or delegation in violation of this provision shall be void and have no force or effect whatsoever.

## **27. SUBLEASING, PERMITTING AND CONTRACTING**

LESSEE shall not sublease, rent or permit any persons, firms or corporations to occupy any part of the Premises, or to provide any type of commercial or non-commercial operation, aviation or otherwise, on the Premises without having first received the prior written consent of LESSOR, granted only under the following conditions:

(a) Any arrangements must be in the form of a written instrument and must be for purposes and uses of the Premises as authorized under this Agreement, and shall be subject to the provisions of this Agreement. LESSEE shall submit a copy of such proposed instrument at the time of requesting consent of LESSOR.

(b) All sublease(s) must comply with Sections 10 and 11 of this Agreement, and will be reviewed for compliance by LESSOR to that end. Any arrangement for the subleasing of space must be in conformance with the use of the Premises outlined in this Agreement, unless expressly approved otherwise in writing by LESSOR.

(c) LESSEE must keep current records on file and available for LESSOR's inspection, that describes the nature and document the legitimacy of the sublessee's business, including all current municipal, state, or local licenses or permits required for the conduct of sublessee's business.

(d) LESSEE hereby agrees that it shall incorporate language acceptable to LESSOR into all of its sublease agreements, placing on any sublessee and that sublessee's affiliated

entities, customers, employees, invitees, contractors, and subcontractors similar restrictions, as may be appropriate to its approved uses as those which bind LESSEE and its use of the facility through this Agreement. LESSEE shall also incorporate and make reference to this Agreement, as may be amended from time to time, to ensure sublessee's operations and conduct are subject to and are in compliance with the terms and conditions of this Agreement, as may be amended from time to time. Any sublease agreement shall explicitly state that it is subordinate to this Agreement, and that the sublessee shall never obtain rights in the Premises greater than those held by LESSEE under this Agreement, as amended. Any sublessee shall be specifically subject to eviction from the Premises as a result of termination, cancellation, or expiration of this Agreement, irrespective of sublessee's state of compliance with the terms of its sublease.

(e) LESSEE shall at all times during the term(s) of approved sublease(s), remain responsible to LESSOR for the compliance of its sublessees with the terms and conditions of any approved sublease and with this Agreement. LESSOR may look to LESSEE directly to satisfy any failure of sublessee to comply with these documents.

(f) Consent to one sublease permit or subcontract shall not be deemed consent to any subsequent sublease permit or subcontract. Prior written consent of the LESSOR shall be required for each sublease permit or subcontract executed by the LESSEE.

It is understood and agreed that this Section does not apply to third party hangar space lease/rental arrangements for private use of aircraft storage, and office space related and incidental to the operation and administration thereof, as may be customary in the normal course of business as a commercial hangar operator.

## 28. LIABILITY INSURANCE

LESSEE shall procure, maintain and carry, at its sole cost, in accordance with and/or until completion of this Agreement all insurance, as required per the amounts as set forth below. Insurance shall be furnished by a company licensed to do business in Kansas.

Insurance certificates shall be issued on a standard ACORD form or such other documentation as may be acceptable to LESSOR in its discretion and include the NAIC number of the insuring company. Each insurance company's rating, as shown in the latest Best's Key Rating Guide, shall be no less than A-VII, unless otherwise approved by the LESSOR, or from a Workers' Compensation pool approved by the State of Kansas. Insurance certificates must be received and approved by the LESSOR prior to occupancy. LESSOR retains the right to require changes in the character, coverages and amounts of coverage commensurate with changes in the LESSEE'S use of the Premises. All policy deductibles shall be shown on the certificate of insurance and meet the approval of the LESSOR.

The failure of LESSOR to reject the LESSEE'S proffered insurance shall not be deemed to constitute an acceptance by the LESSOR of deficient insurance coverage. If the LESSEE fails to procure or maintain any of the specified coverages the LESSOR has the right, but not the obligation, to secure the coverage and charge the cost to the LESSEE along with a 20% administrative fee.

The LESSEE shall be responsible for determining the types and limits of insurance coverage required by any approved SUBLESSEE. At a minimum, such SUBLESSEE shall carry Workers' Compensation, general liability (minimum of \$1,000,000 per occurrence) and automobile liability (minimum of \$500,000 combined single limit). LESSEE shall require in any approved sublease that the Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds on the SUBLESSEE'S general liability policy.

The requirements, procurement and carrying of the required insurance shall not limit any of the LESSEE's obligations or liability under this Agreement or as a matter of law.

Where "minimum limits" of insurance are specified in this Section, such minimum insurance limits are required and considered by LESSOR to be the lowest insured amounts acceptable under this Agreement. The LESSEE is not limited or restricted whatsoever in securing additional insurance coverage and higher insured limits than those specified herein if, at the LESSEES determination and discretion and commensurate with the type of activity and associated business and operational risk, additional coverage and higher limits are necessary and appropriate.

Insurance shall include the following terms, conditions and minimum limits:

a) WORKERS' COMPENSATION

LESSEE shall maintain Workers' Compensation insurance to cover the statutory requirements of the Workers' Compensation laws of the State of Kansas for its operations on the Premises, and when applicable, to Federal Laws and Voluntary Compensation and Employer's Liability (including occupational disease) coverage.

b) AUTOMOBILE LIABILITY

LESSEE shall maintain automobile insurance, which shall include all owned, non-owned and hired automobiles used on the Premises, and shall have minimum bodily injury and property damage limits as outlined herein.

Combined Single Limit	\$500,000 Each Accident
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c) COMMERCIAL GENERAL LIABILITY

LESSEE shall maintain Commercial General Liability Insurance on an occurrence form. Minimum limits, as outlined herein, shall be:

Annual Aggregate	\$2,000,000
Each Occurrence	\$1,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds.

d) UMBRELLA/EXCESS LIABILITY COVERAGE

The LESSEE shall provide minimum Umbrella/Excess liability limits (excess of all coverages other than Workers' Compensation) of:

Each Occurrence Limit	\$5,000,000
Annual Aggregate Limit	\$10,000,000

e) HANGARKEEPERS AND PREMISES LIABILITY COVERAGE

The LESSEE shall maintain Hangarkeepers and Premises Liability Insurance. Minimum limits, as outlined herein, shall be:

Each Occurrence Limit	\$5,000,000
Annual Aggregate Limit	\$10,000,000

The Wichita Airport Authority and the City of Wichita shall be added as additional insureds for the Premises Liability only.

f) POLLUTION LIABILITY COVERAGE

The LESSEE shall provide *pollution liability* coverage with a minimum limit of:

Each Claim	\$1,000,000
Aggregate Limit	\$2,000,000

The Wichita Airport Authority and the City of Wichita shall be added as primary and non-contributory additional insureds covered under this *pollution liability* coverage.

LESSEE agrees that in the event of future changes in the law or upon notice by the LESSOR, the minimum levels of insurance required by this Section may be increased within the bounds of commercial reasonableness.

LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with copies of certificates, evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement as set forth in Section 32, TERMINATION BY LESSOR.

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

#### **29. ALL RISK PROPERTY INSURANCE**

LESSEE, at its expense, throughout the term of this Agreement, shall cause any structures, facilities, improvements and fixtures on the Premises to be insured against loss or damage by fire or other casualty equal to the full replacement value thereof and by an all risk coverage policy furnished by a company licensed to do business in Kansas. Such policy shall not exclude, or in the alternative, shall carry full coverage endorsements for damage from tornado, hail, flood, sewer backup, explosion and collapse, and shall furnish LESSOR a certificate evidencing such insurance. The proceeds of any payments made under such insurance policy or policies shall be used to rehabilitate or reconstruct the insured facilities, subject to the provisions governing damage or destruction found at Section 49, DAMAGE AND DESTRUCTION. LESSEE agrees, prior to the commencement of the Agreement, to provide LESSOR with all certificates evidencing that such insurance is in full force and effect, and stating the terms thereof. This Agreement shall not commence until certificates of insurance satisfactory to LESSOR are supplied by LESSEE. LESSEE shall provide LESSOR updated certificates of insurance the earlier of annually, or upon renewal, which certificate shall demonstrate the coverage required in this Section for the ensuing 12 month period. Failure to maintain satisfactory insurance policies in force shall constitute grounds for termination of this Agreement.

### **30. SUBROGATION OF INSURANCE**

LESSOR hereby waives any and all rights of recovery against LESSEE for or arising out of damage or destruction of the building, or the demised Premises, or any other property of LESSOR, from causes then included under any of LESSOR's property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of LESSEE, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver without diminution of LESSOR coverage.

LESSEE hereby waives any and all rights of recovery against LESSOR for or arising out of damage to or destruction of any property of LESSEE from causes then included under any of LESSEE's property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of LESSOR, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

### **31. LOSS OF PERSONAL PROPERTY**

Any personal property of LESSEE or others placed in or upon the Premises shall be at the sole risk of the LESSEE, and LESSOR shall not be responsible or liable for any loss, damage and replacement thereto, regardless of the cause of such loss or damage, and the LESSEE waives all rights of subrogation against recovery from the LESSOR for such loss or damage unless such loss or damage is the result of the LESSOR's negligence.

### 32. TERMINATION BY LESSOR

The LESSOR, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSEE written notice in the event of default by LESSEE under this Agreement failing to be resolved in less than sixty (60) days after the LESSEE's receipt of written notice of such event of default and opportunity to cure from the LESSOR, upon or after the happening of any one of the following events:

- (a) LESSEE shall file a voluntary petition in bankruptcy or that proceedings in bankruptcy shall be instituted against it and LESSEE is thereafter adjudicated bankrupt pursuant to such proceedings;
- (b) A court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any Federal reorganization act;
- (c) Receiver of LESSEE's assets shall be appointed;
- (d) LESSEE shall be divested of its estate herein by other operation of law;
- (e) LESSEE shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSEE are to be performed, kept or observed.

If any such condition or default cannot reasonably be corrected within the 60-day period and LESSEE has demonstrated due diligence with respect to curing said default, then, at the LESSOR's sole discretion, such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect.

Acceptance of rental by LESSOR for any period or periods after a notice of default is issued by LESSOR of any of the obligations, terms, warranties and conditions herein contained to be performed, kept and observed by LESSEE shall not be deemed a waiver of any other right on the part of LESSOR to terminate this Agreement for failure by LESSEE so to perform, keep and observe any of the obligations, terms, warranties, or conditions hereof to be performed, kept and observed. No waiver of default by LESSOR of any of the obligations, terms, warranties or conditions hereof to be performed, kept and observed by LESSEE, shall be construed to be or act as a waiver of any subsequent default of any of the obligations, terms, warranties or conditions herein contained to be performed, kept and observed by LESSEE.

### 33. TERMINATION BY LESSEE

The LESSEE, in addition to any other rights to which it may be entitled by law or otherwise, may terminate this Agreement by giving LESSOR written notice in the event of default by LESSOR under this Agreement continuing for more than sixty (60) days after the LESSOR's receipt of written notice of such event of default and opportunity to cure from the LESSEE, upon or after the happening of any one of the following events:

(a) Issuance by any court of competent jurisdiction of a permanent injunction in any way preventing or restraining the use of the Airport or any major part thereof for Airport purposes and the remaining in full force of such permanent injunction for a period of at least one hundred eighty (180) days.

(b) Inability of the LESSEE to use, for a period in excess of one hundred eighty (180) days, the Airport or any part of the facility because of any law, order, rule, regulation or other action or non-action of the Federal Aviation Administration or any other governmental authority, or because of fire, earthquake, other casualties or acts of God or the public enemy.

(c) LESSOR shall fail to perform, keep and observe any of the obligations, terms, warranties or conditions contained in this Agreement that on the part of LESSOR are to be performed, kept or observed:

i. LESSEE may give LESSOR written notice to correct such condition or cure such default, and if any such condition or default shall continue for sixty (60) days after receipt of such notice by LESSOR, LESSEE may terminate this Agreement and the term hereof shall cease and expire at the end of such sixty (60) days in the same manner and to the same effect as if it were the expiration of the Term, unless such condition or default cannot reasonably be corrected within the 60-day period and LESSOR has demonstrated due diligence with respect to curing said default, then such cure period may be extended for consecutive periods of 30 days, as long as diligent progress is made toward cure, with a reasonably foreseeable resolution date. Under such circumstances, default may be treated as cured until cured. Should diligent progress cease, or the reason for default become apparent as insoluble, then the term shall cease and expire at the end of the 30-day extension then in effect;

(d) Assumption by the United States Government or any other authorized agency thereof of the operation, control or use of the Airport and the facility herein described, or of any substantial part or parts thereof in such a manner as to substantially restrict the LESSEE for a period of one hundred eighty (180) days from operating on and within the facility.

(e) In the event of destruction of the facilities, improvements, or the demised Premises as more fully described in Section 49, DAMAGE OR DESTRUCTION.

### 34. MAINTENANCE AND REPAIR

LESSEE shall maintain and keep at its sole cost and expense, the Premises and the fixtures and appurtenances thereto in its original condition, subject to reasonable wear and tear, and keep the Premises free of trash, debris and obstructions. LESSEE, at its sole cost and expense, shall maintain and keep in good repair the entirety of the leased Premises and within all improvements placed thereon.

LESSEE's maintenance obligations include, but not limited to, the following:

- (a) Exterior of structures, and all exterior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers and ducting). "Exterior of structures" shall include but is not limited to the roofs, exterior façade and siding, exterior walls, gutters, downspouts, and load bearing structures of the buildings.
- (b) The interior of all structures on the Premises including, but not limited to leasehold improvements, glass, paint, ballast and light bulb replacement, doorways, doors, walls, floors, plumbing, electrical, interior mechanical systems (heating, ventilation and air conditioning, and associated motors, boilers, chillers, ducting and filters), decorations and finishes, plumbing fixtures, equipment and furnishings, telephone, communication and data cables, conduit and accessories, piping, motors, signs, and any other repairs as required or necessary to keep all structures on the Premises in proper condition for the conduct of business.
- (c) Grading and drainage systems and drains, paving, lighting, parking lots, fencing, streets and roadways within the Premises.
- (d) Repair or replacement of any damaged pavement and/or sub-grade on the Premises.
- (e) Repair or replacement of damaged pavement taxiway entrance connectors as outlined in Exhibit "A".
- (f) Connection of all utilities including, but not limited to, underground utility lines and connections within the leased Premises, connection and other fees.
- (g) From time to time and as often as reasonably required by LESSOR and in accordance with state and local fire codes, conduct appropriate tests of all fire monitoring, alarm and extinguishing equipment, systems and apparatus located on the Premises. Keep in proper functioning order all fire suppression and extinguishing systems and equipment located on the Premises as required by LESSOR, and in accordance with NFPA, and state and local fire codes.
- (h) All janitorial service, landscaping, landscape maintenance and mowing, and daily routine Premises clean-up work and trash removal to keep the Premises in good and tenantable condition throughout the term of this Agreement.
- (i) Removal and disposal of garbage, debris, contaminants and any other waste material (whether solid or liquid) arising out of its occupancy of the leased Premises or out of

its operation. Such removal shall conform to all governmental requirements and regulations as more fully described herein. Such removal and disposal of garbage, debris, contaminants, or other waste material is understood to include routine clean-up of the Premises. LESSEE shall immediately react and take prompt corrective actions to remove and dispose of any paper, garbage and debris on Premises upon demand of LESSOR. LESSEE shall provide, and screen from public view, suitable covered receptacles for all garbage, trash and other refuse. Piling of boxes, cartons, barrels, pallets or other similar items in an unsightly or unsafe manner on or about the Premises is forbidden.

(j) Repair or replacement of any damaged paved surfaces and/or sub-grade on the Airport that may be caused due to the LESSEE's negligence or intentional misuse, or consent to use of such facilities of others. Negligence use includes, including but not limited to, the use exceeds the weight bearing capacity limits of the pavements.

LESSOR shall be responsible for maintenance, repair and replacement of common use paved surfaces and storm drainage systems on the Airport not within or upon the Premises. At anytime during the term of this Agreement, LESSOR, its agents or employees, shall have the right to enter upon the Premises and within all improvements placed thereon, to conduct reasonable inspections, and to direct work done as needed to meet the above-described maintenance condition in a timely manner.

Should LESSEE not meet the established maintenance and repair obligations for all improvements, LESSOR may, but is not required to, accomplish the needed repairs by Airport staff or a contract with a third party, with such repairs being made at LESSEE's expense. A twelve percent (12%) administrative fee will be charged on any task that is performed by the LESSOR or its agent on behalf of LESSEE upon thirty (30) days prior written notice of its intent to do so. The fee will be applied to the total cost incurred by the LESSOR in performing the task. The fee represents the LESSOR's cost to manage the task including procurement services, approval processes, management staff time, supervision and overhead. In case of emergency action taken in order to protect against personal injury or property damage but not limited to, for which no notice is necessary, LESSOR shall charge the same cost to the expense of LESSEE and a twenty percent (20%) administrative fee.

### 35. SNOW AND ICE REMOVAL

LESSEE shall be responsible for all snow and ice removal on the Premises. Aircraft parking ramps and other Air Operations Areas within the Premises shall be maintained to a winter surface condition safe for aircraft operations, and safe for customers and employees moving and working on the ramp. At no time shall LESSEE engage in snow and ice removal beyond the Premises without the prior approval of the LESSOR.

Snow piles, windrows or other accumulations of snow shall not:

- (a) Be closer than twenty five feet from any security fence;
- (b) Block any access gates or controls;
- (c) Block or impede any taxiway or taxi lane;
- (d) Impose an obstruction within the object free area (OFA) of any taxiway or taxi lane;
- (e) Infringe upon, block or interrupt the business of other airport tenant leaseholds.

Snow piles and accumulations requiring removal may be stored on pre-approved/arranged paved or non-paved areas.

Only FAA approved dry and liquid chemicals may be used for de-icing or snow removal on aircraft operating surfaces, as set forth in Advisory Circular 150/5200-30, current edition, or as may be amended, *Airport Winter Operations and Safety*, Section 4-6 *Approved Chemicals*, current edition, or as may be amended.

The use of snow and ice removal contractors may be authorized subject to prior written approval by LESSOR, and subject to acceptable completion of contractor employee training, and other reasonable safety requirements and standards that LESSOR may impose, including but not limited to compliance with Airport Rules and Regulations, and Standard Operating Procedures. All such snow and ice removal contractors shall maintain a general liability insurance policy of not less than \$2,000,000 limit, naming LESSEE, LESSOR and the City of Wichita as additional insureds.

LESSOR shall be responsible for snow and ice removal on paved surfaces of the Airport not within the Premises.

### **36. LANDSCAPING**

LESSEE shall provide and install appropriate landside landscaping and screening, including lawn, shrubbery, trees, bushes, and other plantings and screening on the Premises as a part of the construction of the improvements. All proposed landscaping plans and screening designs shall be submitted to the LESSOR for review and approval, which approval shall not be unreasonably withheld or unduly delayed. Such landscaping shall be in accordance with the Airport's design guidelines in effect at that time, and shall not be installed in such a manner so as to create a wildlife food source, habitat and hazard to aircraft operations. LESSEE agrees to maintain and/or replace such landscaping installations at least seasonally throughout the term of this Agreement or any extension thereof should they fail to survive in a manner aesthetically pleasing to LESSOR, a judgment which is to be exercised with reasonable discretion.

### **37. EXTERIOR SIGNS AND ADVERTISING**

LESSEE agrees that no signs or advertising material shall be erected on the Premises or on any improvement or facility on the Premises unless the design and layout of such signs and advertising material, together with the materials and method of construction of such signs and advertising material, shall have been approved in advance in writing by LESSOR, which approval shall not be unreasonably withheld or unduly delayed.

LESSEE shall not erect, install, operate, nor cause or permit to be erected, installed, or operated upon any non-leased Premises of the Airport property, any signs, banners, or other similar devices for its own business, or the business of others. This provision shall not have the effect of limiting or restricting LESSEE's right to enter into an agreement with LESSOR'S authorized and permitted marketing, advertising or signage agency for the display of informational, marketing or advertising media at approved designated locations on Airport property.

LESSEE shall have not right to erect or install, or cause or consent to be erected or installed any commercial outdoor advertising by an outdoor commercial advertising agency.

### **38. PORTABLE STORAGE CONTAINERS/STRUCTURES**

Unless specifically approved in writing, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure. Unless specifically approved, and under conditions specified by LESSOR, LESSEE shall not place or allow to be placed upon Premises, any type of portable or temporary structure, trailer, mobile home, modular structure or device.

LESSOR will not unreasonably withhold approval of such container(s) and structure(s) if such is of a temporary nature for the purpose of supporting construction, alteration or improvement activity, or other approved project.

### **39. GRANTING OF EASEMENTS**

LESSEE shall not (i) grant easements, licenses and other rights or privileges in the nature of easements with respect to the land, or (ii) release existing easements, licenses, right-of-ways and other rights or privileges, and LESSEE agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by LESSEE of (a) a copy of the instrument of grant or release or of the agreement or other arrangement, and (b) a written application signed by the LESSOR requesting execution and delivery of such instrument, provided that, such grant or release is not detrimental to the proper conduct of the business of LESSEE, and such grant or release will not impair the effective use or interfere with the efficient and economical operation of the facilities. LESSEE shall not request any payment or other consideration for such execution, the same being amply supported by the promises exchanged in this Agreement. Any payments or other consideration received by LESSOR for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of LESSOR. The obligations of this Section shall survive termination of this Agreement.

#### **40. RULES AND REGULATIONS**

LESSEE, its agents and employees, shall be subject to any and all applicable rules, regulations, Airport Standard Operating Procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Wichita Airport Authority or the City of Wichita, Kansas, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Wichita Mid-Continent Airport or LESSEE's operations conducted hereunder.

LESSOR shall not be liable to LESSEE for any diminution or deprivation of its rights hereunder on account of the exercise of any such authority as in this Section provided, nor shall LESSEE be entitled to terminate this Agreement by reason thereof unless exercise of such authority shall so interfere with LESSEE's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas, or as set out in Section 33, TERMINATION BY LESSEE.

#### **41. MINIMUM STANDARDS FOR AERONAUTICAL ACTIVITIES**

LESSOR may, with due notice, from time-to-time, adopt and enforce reasonable Minimum Standards for Aeronautical Activities on the Airport, and amendments thereto, and the LESSEE agrees to observe and comply with the same. However, any minimum standards which may be developed and promulgated in the future and during the Term of this Agreement shall not have the effect of imposing upon LESSEE the requirements of additional facilities, services or standards beyond that set forth in this Agreement.

#### **42. AIRPORT SECURITY PROGRAM COMPLIANCE**

LESSEE must obtain Airport Security Identification and Access Media (I.D. Media) for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured Air Operations Area (AOA), and Security Identification Display Area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set forth under this Section. With respect to the issuance, maintenance, and administration of I.D. Media, the LESSEE shall pay or cause to be paid to the LESSOR all charges as may be established from time to time by the LESSOR. Such costs may include, but are not limited to: (i) the initial issuance of I.D. Media; (ii) the replacement of lost or stolen I.D. Media; (iii) administrative costs with respect to those I.D. Media not returned to the

LESSOR.

Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division, at 2193 Air Cargo Road within twenty-four (24) hours after expiration, suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement. The LESSEE shall be responsible for requesting the issuance of I.D. Media to employees or other authorized representatives of the LESSEE who require access to secured areas on the Airport due to operational need and necessity. In addition, LESSEE shall be responsible for the immediate reporting of all lost or stolen I.D. Media and the immediate return of the I.D. Media of LESSEE's personnel transferred from the Airport, or separated from the employ of LESSEE.

LESSEE warrants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable regulations of the Federal Aviation Administration ("FAA") and Transportation Security Administration ("TSA"), 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as amended or promulgated, and that it will always maintain the security of the Airport, Premises, and/or any AOA access for which LESSEE is responsible. The LESSOR shall have the right to require the LESSEE to conduct background investigations and to furnish certain data on such employees or other persons before the issuance of I.D. Media, which data may include the fingerprinting of any and all of its employees, subcontractors, suppliers, agents, and/or representatives. LESSEE also hereby agrees that it shall be responsible for any and all of the actions on the Premises of its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives and shall provide any and all necessary escorts, as outlined in the Airport Security Program. LESSEE hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the TSA, FAA, or LESSOR. LESSEE further agrees to correct any security deficiency or other deficiency as may be determined as such by the LESSOR, the Department of Transportation ("DOT"), the FAA, or the TSA, or any other federal or state agency with jurisdiction. In the event LESSEE fails to remedy any such deficiency, the LESSOR may do so at the sole cost and expense of LESSEE. The LESSOR reserves the right to take whatever action is necessary to correct and remedy any security deficiency or other deficiency. When the LESSOR takes actions to remedy deficiencies of any kind, it shall be done in a reasonable and cost-conscious manner.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, invitees, and/or representatives cause any security violations, and should LESSOR be cited for a civil fine or penalty for such security violation, LESSEE agrees to reimburse LESSOR for any monetary civil fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE'S behalf. LESSEE may have I.D. Media/access privileges immediately suspended

and/or revoked by LESSOR for failure to adhere to the Airport Security Program, or for failure to return all I.D. Media within the time-frames specified herein.

The LESSEE agrees that information concerning the location, type, nature, capabilities, application and use of the LESSOR's security system is considered Sensitive Security Information (SSI) as defined by TSR 1520, and shall restrict the distribution, disclosure and availability of SSI only to persons with a need to know. All requests for SSI by persons not directly employed by the LESSEE, and deemed to have a need to know shall be referred to LESSOR for consideration and determination of whether such information is legal and appropriate for dissemination.

Before the LESSEE shall permit any employee, subcontractor, supplier, agents, customer, invitee, and/or representative to operate a motor vehicle of any kind or type on the AOA of Mid-Continent Airport (unless such employee is escorted by a LESSOR-approved escort), the LESSEE shall ensure that all such vehicle operators have completed required AOA access and driver training, possess a current, valid, and appropriate Kansas driver's license, appropriate Airport issued I.D. Media, and a Vehicle Ramp Permit. LESSEE company vehicles prominently displaying a permanent company name and/or logo on vehicles and equipment are excluded from the requirement of displaying a Vehicle Ramp Permit.

The LESSEE agrees that its vehicles, cargo, goods, and other personal property are subject to being inspected and searched when entering, exiting and while on the AOA.

The LESSEE agrees that it shall be responsible for the installation, operation, maintenance, and monitoring of all vehicle and/or pedestrian access gates and doors and security access controls on the Premises with access from non-secured areas to the secured AOA. All such access gates and controls require the prior written approval of the LESSOR and shall be in compliance at all times with the Airport Security Program.

#### **43. ENCROACHERS, TRESSPASSERS AND OTHER THIRD PARTY HAZARDS**

LESSEE shall lawfully remove, or cause to be removed by LESSOR or other official law enforcement agency, all encroachers, trespassers and other third parties violating laws of the federal, state or local government, or who are not on the Premises for legitimate purposes.

#### **44. FIRE EQUIPMENT AND SYSTEMS**

LESSEE shall furnish and maintain on the Premises sufficient smoke detectors, portable fire extinguishing equipment and sufficient fire suppression as may be required by city code and insurance underwriters.

#### **45. ENVIRONMENTAL ASSESSMENT**

A "Phase I" and "Phase-II" environmental site assessment shall be conducted, at LESSEE's sole expense, by an environmental consultant satisfactory to the LESSOR within ninety (90) days following the termination or termination of this Agreement, and a copy of these reports shall be promptly provided to the LESSOR. The environmental site assessment results shall be compared to the original background levels established at the commencement of this Agreement. If any contamination of the property has occurred through LESSEE's fault or negligence, or the fault or negligence of a LESSEE supplier, agent or contractor, then LESSEE shall be required to re-establish background levels to the pre-existing levels, in a timely manner and acceptable to LESSOR.

Nothing in this Section shall be construed to hold LESSEE liable in any way for any environmental impact or release of Hazardous Substances affecting the Premises that occurs by reason of the mitigation, release, discharge or flow from other verifiable and documented off-site contamination sources that are not attributable to the LESSEE's activity on the Premises. The burden of proof shall rest exclusively with the LESSEE to demonstrate that any such environmental impacts affecting the Premises are not attributable to the LESSEE's activity on the Premises.

#### 46. ENVIRONMENTAL COVENANTS

(a) The LESSEE hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Premises and storage tank or within the vicinity, shown on the attached Exhibits A and B, other than in the ordinary course of business and in compliance with all applicable laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the LESSOR, the LESSEE hereby agrees to indemnify and hold harmless the LESSOR and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSOR or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during any term of this lease of any Substance (hazardous or otherwise) regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

(c) If, during the term of this Agreement, the LESSEE receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Premises or in connection with the LESSEE's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the LESSEE from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the LESSEE shall immediately notify the LESSOR in writing of said notice.

(d) The LESSOR shall have the right, but not the obligation, and without limitation of the LESSOR's other rights under this Agreement, to enter the Premises or to take such other actions as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental

complaint pertaining to the Premises or any part thereof which, if true, could result in an order, suit or other action against the LESSEE and/or which, in the reasonable judgment of the LESSOR, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the LESSEE or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the LESSOR in the exercise of any such rights shall be payable by the LESSEE, within 15 days of written demand by Landlord.

(e) If an event of default shall have occurred and be continuing, the LESSEE at the request of the LESSOR shall periodically perform, at the LESSEE's expense, an environmental audit and, if reasonably deemed necessary by the LESSOR, an environmental risk assessment, of the Premises, or the hazardous waste management practices and/or hazardous waste disposal sites used by the LESSEE with respect to the Premises. Such audits and/or risk assessments shall be conducted by an environmental consultant satisfactory to the LESSOR, and all environmental audits and environmental risk assessments must be reasonable satisfactory to the LESSOR. Should the LESSEE fail to perform any such environmental audit or risk assessment within 90 days of the written request of the LESSOR, the LESSOR shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the LESSOR in the exercise of such rights shall be payable by the LESSEE on demand.

(f) Neither LESSEE nor LESSOR shall install or permit to be installed in the Premises friable asbestos, electrical equipment containing polychlorinated biphenyls (PCBs), or any Substance containing asbestos and deemed hazardous by federal or state regulations applicable to the Premises and respecting such material. The LESSEE shall defend, indemnify, and save the LESSOR and the City of Wichita harmless from all costs and expenses (including consequential damages) asserted or proven against the LESSEE by any person, as a result of the presence of said Substances, and the costs of any removal or compliance with such regulations, if said Substance was installed by the LESSEE, or persons within its control.

(g) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the LESSOR hereby agrees to indemnify and hold harmless the LESSEE from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the LESSEE by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Premises during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule,

regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the LESSEE, or persons within the control of the LESSEE, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Premises by, the LESSEE (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the LESSOR).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of LESSEE's operation (storage or use of Substances (hazardous or otherwise), activities of LESSEE's employees or contracted vendor's etc.). LESSEE shall provide LESSOR upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(h) The provisions of this article shall survive the termination of this Agreement.

#### **47. IMPOSITIONS**

LESSEE shall, during the life of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all impositions, including all lawful taxes and assessments imposed on the Premises, personal property thereon, or LESSEE's possessory right therein. In the event any impositions may be lawfully paid in installments, LESSEE shall be required to pay only such installments thereof as become due and payable during the life of this Agreement as and when the same become due and payable. LESSOR covenants that without LESSEE's written consent it will not, unless required by law, take any action intended to cause or induce the levying or assessment of any imposition (other than special assessments levied on account of special benefits or other impositions for benefits or services uniformly imposed) which LESSEE would be required to pay under this Section and that should any such levy or assessment be threatened or occur LESSOR shall, at LESSEE's request, fully cooperate with LESSEE in all reasonable ways to prevent any such levy or assessment. Nothing herein contained shall prevent LESSEE from contesting the legality, validity, or application of any such tax or assessment to the full extent LESSEE may be lawfully entitled to do so.

#### 48. INDEMNITY

LESSEE, shall protect, defend and hold LESSOR and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), or other liability of any nature whatsoever arising out of or incident to this Agreement and/or the use or occupancy of the Premises or the acts or omissions of LESSEE's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSOR. The LESSOR shall give to LESSEE reasonable notice of any such claims or actions.

LESSOR shall protect, defend and hold LESSEE, its officers, agents and employees completely harmless from and against all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury to or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court costs and expert fees), or other liability of any nature whatsoever arising out of or incident to this agreement and/or the use or occupancy of the Premises or the acts of omissions of LESSOR's officers, agents, employees, contractors, subcontractors, licensees or invitees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligence of LESSEE. The LESSEE shall give LESSOR reasonable notice of any such claims or actions.

Should LESSEE, its employees, subcontractors, suppliers, agents, customers, and/or representatives cause any violations of federal, state or local law, regulation or ordinance, and should LESSOR be cited for a fine or penalty for such violation, LESSEE agrees to reimburse LESSOR for any monetary fine or penalty which may be imposed on LESSOR. However, nothing herein shall prevent the LESSEE from contesting the legality, validity or application of such fine or penalty to the full extent LESSEE may be lawfully entitled, nor require LESSOR to pursue such a contest on LESSEE's behalf.

The provisions of this Section shall survive the expiration or termination of this Agreement to the extent that they relate to liabilities, losses, suits, claims, judgments, fines or demands arising from or incident to events occurring during LESSEE'S occupancy of the Premises. The LESSEE shall use counsel reasonably acceptable to LESSOR in carrying out its obligations in this Section.

#### **49. DAMAGE OR DESTRUCTION**

In the event that facilities or improvements on the Premises are damaged or destroyed in whole or in part by fire, lightning or any other peril or other casualty during the term of this Agreement, this Agreement shall remain in full force and effect and LESSEE shall proceed with due diligence to repair, restore, rebuild or replace said damaged or destroyed property or parts thereof to as good a condition as all affected properties were in immediately prior to such damage or destruction, subject to such alterations as LESSEE may elect to make and are permitted in this Agreement. All proceeds from the insurance policies related to such damage or destruction shall be applied to cover the cost of such repairs or restoration.

In the event the improvements are damaged or destroyed in whole or in part by fire, lightning or any other peril or casualty not resulting in whole or in part from the actions of the LESSEE during the term of this Agreement, and such damage, destruction or loss exceeds fifty five percent (55%) of the value of the property as it existed prior to the casualty loss, LESSEE shall have the election, indicated by written notice given to LESSOR within 180 days after the occurrence of such event, not to repair, restore, rebuild or replace the improvements. Upon such election by LESSEE, this Agreement shall be terminated effective as of the date such notice is given by LESSEE, and neither party shall have any further rights or obligations pursuant to this Agreement other than LESSEE'S obligation to satisfy damages arising from any negligent or intentional action of itself, its employees, agents or invitees to the extent not covered by insurance proceeds. All of the insurance proceeds shall be paid to LESSEE and LESSOR in pro-rata distributions as their interests may appear based upon the fair market value of each party's interest at the time the proceeds are received. Where allowed by the insurance policy, insurance proceeds shall first be applied to removal of damaged improvements from the Premises before such distribution.

#### **50. CONDEMNATION**

If, during the term, title to, or the temporary use of, all or any part of the Premises shall be condemned by any authority exercising the power of eminent domain, LESSEE shall, within fifteen (15) days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify LESSOR in writing as to the nature and extent of such condemnation and whether it is practicable for LESSEE to acquire or construct substitute improvements, or whether LESSEE shall elect to terminate this lease.

If LESSEE shall determine that such substitution is practicable and desirable and LESSOR shall agree thereto, LESSEE shall forthwith proceed with and complete with reasonable dispatch the

acquisition or construction of such substitute improvements. In such case, any net proceeds received from any award or awards with respect to the Premises or any part thereof made in such condemnation or eminent domain proceeds shall be used and applied for the purpose of paying the cost of such substitution. Any proceeds not required for such costs shall be distributed to the parties in pro-rata distributions as their interests may appear based upon Agreement term remaining and the fair market value of each party's interest at the time the proceeds are received.

If LESSEE shall determine that it is not practicable and desirable to acquire or construct substitute improvements, any net proceeds shall be distributed to the parties in pro-rata distributions as their interests may appear based upon the Agreement term remaining, and the fair market value of each party's interest at the time the proceeds are received.

LESSOR shall cooperate fully with LESSEE in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Premises or any part thereof. In no event will LESSEE or LESSOR voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Premises without the mutual agreement and written consent of the other party to this Agreement.

#### **51. MODIFICATIONS FOR GRANTING FAA FUNDS**

In the event that the LESSOR determines the Federal Aviation Administration requirements call for modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, these modifications or changes shall supersede this Agreement and LESSEE agrees to consent to such amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required by the LESSOR to fully comply with federal grant assurances and directives and to obtain Federal Aviation Administration grants-in-aid, provided that no such changes shall materially alter the rights or obligations of LESSEE hereunder.

#### **52. NONDISCRIMINATION**

The LESSEE agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, disability, age (except where age is a bona fide occupational qualification), national origin or ancestry in its operations or services, and its use or occupancy of property under this Agreement. The LESSEE agrees to comply with all applicable provisions of federal and state laws, regulations, or executive orders prohibiting discriminatory conduct.

### 53. GENERAL PROVISIONS

**Facility Development.** LESSOR reserves the right to further develop or improve the landing area or any other area, building or other improvement within the present or future boundaries of Airport as it sees fit in its sole judgment regardless of the desires or view of LESSEE and without interference or hindrance by LESSEE. Further, LESSOR retains the absolute right to maintain, repair, develop and expand or replace the terminal building, utilities, ramps, taxiways, runways, streets, roadways, sidewalks, any other airport facility, airport improvement or airport property free from any and all liability to LESSEE for loss of business or damage of any nature whatsoever as may be occasioned during or because of the performance of such maintenance, repair, development, expansion or replacement.

**Maintenance, Repair, Direction and Control.** LESSOR reserves the right, but is not obligated to exercise the right, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of LESSEE in this regard. These areas will include, but are not limited to, those areas which are necessary to serve the aeronautical users of the Airport, except that LESSOR will not be obligated to maintain and keep in repair such areas of the Airport as may be leased to or under the control of Airport tenants, whether such area serves aeronautical users or otherwise.

**Operation of Airport by the United States of America.** This Agreement and all the provisions hereof will be subject to whatever right the United States of America now has or in the future may have or acquire, affecting the control, operation, regulation and taking over of said Airport or the exclusive or nonexclusive use of the Airport by the United States during the time of war or national emergency.

**14 CFR Part 77 of Federal Aviation Regulations.** LESSEE agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations in the event future construction of a building, structure, or attachment thereto is planned for the Premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Premises. LESSEE by accepting this Agreement expressly agrees for itself, its successors and assigns, that it will not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Premises which will exceed such maximum height as may be stipulated by LESSOR. It is understood and agreed that applicable laws, codes, regulations or agreements concerning height restrictions will govern the maximum height to be stipulated by LESSOR. In the event the aforesaid covenants are breached, LESSOR reserves the right to enter upon the Premises and to remove the offending structure or object, and cut down the offending tree, all of which will be at the expense of LESSEE and without liability to LESSOR.

**Airspace.** There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Premises. This public right of flight will include the right to cause or allow in said airspace, any noise inherent in the operation of any aircraft used for navigation or flight through the said airspace or landing at, taking off from or operation on the Airport. No liability on the part of LESSOR will result from the exercise of this right.

**Easement for Flight.** LESSEE releases LESSOR from any present or future liability whatsoever and covenants not to sue LESSOR for damages or any other relief based directly or indirectly upon noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions occurring as a result of aviation or airport related operations at or otherwise associated with the Airport. This release and covenant includes but is not limited to claims for damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, nuisance, or inverse condemnation or for injunctive or other extraordinary or equitable relief. It is further agreed that LESSOR shall have no duty to avoid or mitigate such damages by, without limitation, setting aside or condemning buffer lands, rerouting air traffic, erecting sound or other barriers, establishing curfews, noise or other regulations, relocating airport facilities or operations or taking other measures, except to the extent, if any, that such actions are validly required by government authority. LESSOR reserves these rights from the Premises an easement for flight of aircraft in or adjacent to the airspace above the Premises and for the existence and imposition over, on and upon said Premises of noise, light, vibrations, smoke, fumes, odors, air currents, electronic or other emissions, discomfort, inconvenience, interference with use and enjoyment, and any consequent reduction in market value which may occur directly or indirectly as a result of aviation, airport or airport-related operations at or otherwise associated with use of the Airport. LESSEE accepts the Premises subject to the risks and activities hereinabove described.

**Airport Hazards.** LESSEE by accepting this Agreement agrees for itself, its successors and assignees, that it will not make use of the leased Premises in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. In the event this Agreement term is breached, LESSOR reserves the right to enter upon the Premises and cause the abatement of such interference at the expense of LESSEE without liability to LESSOR of any kind.

**Airport Rules and Regulations, Policies, and Standard Operating Procedures.** LESSOR will have the right to adopt, amend and enforce reasonable airport rules and regulations, policies and standard operating procedures with respect to use of and the conduct and operation of the Airport, its buildings and facilities or any improvements within the present or future boundaries of the Airport, which LESSEE agrees to observe and obey.

**Federal Aviation Administration Requirements.** LESSOR and LESSEE agree that the requirements of the Federal Aviation Administration (FAA) set out below are approved by both parties, and if applicable, LESSEE agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement:

(a) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(b) The LESSEE, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

(c) The LESSEE assures that it will undertake an affirmative action program if required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The LESSEE assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The LESSEE assures that it will require that its covered suborganizations provide assurances to the LESSEE that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

(d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

(e) LESSEE agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that LESSEE may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

(f) LESSOR reserves the right (but shall not be obligated to LESSEE) to maintain and keep in repair the landing area of the airport and all publicly-owned facilities of the airport, together with the right to direct and control all activities of LESSEE in this regard.

(g) LESSOR reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the airport as it sees fit, regardless of the desires or views of LESSEE, and without interference or hindrance.

(h) LESSOR reserves the right to take any action it considers necessary to protect the aerial approaches of the airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the airport which, in the opinion of LESSOR, would limit the usefulness of the airport or constitute a hazard to aircraft.

(i) During time of war or national emergency LESSOR shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

(j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

(k) There is hereby reserved to LESSOR, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the Premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the airport.

(l) This Agreement shall become subordinate to provisions of any existing or future agreement between the LESSOR and the United States of America or any agency thereof relative to the operation, development or maintenance of the airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

**Subordination to Agreements with the U.S. Government.** This Agreement is subject and subordinate to the provisions of any agreements heretofore or hereafter made between LESSOR and the United States Government relative to the operation or maintenance of Airport, the execution of which has been required as a condition precedent to the transfer of federal rights or property to LESSOR for Airport purposes, or the expenditure of federal funds for the improvement or development of Airport, including the expenditure of federal funds for the development of Airport in accordance with the provisions of the Federal Aviation Act of 1958, as it has been amended from time to time. LESSOR covenants that it has no existing agreements with the United States Government in conflict with the express provisions hereof.

**Non-Waiver of Rights.** No waiver or default by either party of any of the terms, warranties, covenants and conditions hereof to be performed, kept and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent default of any of the terms, warranties, covenants or conditions herein contained, to be performed, kept and observed by the other party.

**Notices.** Notices required herein may be given by registered, certified, or express mail, and shall be deemed served on the date such notice is deposited in the United States Mail, or by prepaid private courier in the continental United States. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received.

Until any such change is made, notices to LESSOR shall be delivered as follows:

Wichita Airport Authority  
Wichita Mid-Continent Airport  
2173 Air Cargo Road  
Wichita, Kansas 67209

Until any such change is made, notices to LESSEE shall be delivered as follows:

LeaseCorp Aviation, LLC  
1404 S. Airport Road  
Wichita, Kansas 67209

and bills and statements to LESSEE shall be sufficient if sent via email to:

[Raykoenig@leasecorp.net](mailto:Raykoenig@leasecorp.net)

**Captions.** The captions/headings of the Sections of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provisions of this Agreement, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

**Severability and Invalid Provisions.** In the event any term, covenant, condition or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such term, covenant, condition or provision shall in no way affect any other term, covenant, condition or provision herein contained; provided, however, that the invalidity of any such term, covenant, condition or provision does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid terms, covenants, conditions or provisions in this agreement.

**Waiver of Claims.** LESSEE hereby waives any claim against LESSOR and its officers or employees for loss of anticipated profits, consequential or incidental damages, or claim for attorney fees caused by or resulting any suit or proceedings directly or indirectly attacking the validity of Agreement or any part thereof, or the manner in which it is executed or performed, or by any judgment or award in any legal proceeding declaring this Agreement null, void or voidable, or delaying the same of any part thereof, from being carried out. This waiver extends to all claims, whether the supporting legal theory lies in common law or has a statutory basis.

**Incorporation of Exhibits.** All exhibits referred to in this Agreement are intended to be and are hereby specifically made a part of this Agreement.

**Incorporation of Required Provisions.** The parties incorporate in this Agreement by this reference all provisions lawfully required to be contained herein by any governmental body or agency.

**Non-Liability of Agents and Employees.** No member, officer, agent or employee of either party to this Agreement shall be charged personally, or held contractually liable by or to the other party under the terms or provisions of this Agreement, or because of any breach thereof or because of its or their execution or attempted execution.

**Successors and Assigns Bound.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto where permitted by this Agreement.

**Time of Essence.** Time is of the essence in this Agreement.

**Relationship of the Parties.** It is understood LESSEE is not in any way or for any purpose a partner or joint venturer with or an agent of LESSOR. LESSEE shall act as an independent contractor in the performance of its duties pursuant to this Agreement.

**Interpretation.** LESSOR and LESSEE hereby agree that this Agreement shall not be construed or interpreted in favor of either party on the basis of preparation.

**Kansas Laws to Govern.** This Agreement is created in the State of Kansas and the terms and conditions herein contained shall at all times be governed, interpreted and construed under and in accordance with the laws of the State of Kansas, and venue for resolution of any issue pertaining to this Agreement shall be in Sedgwick County, Kansas.

#### **54. THIRD PARTY RIGHTS**

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

#### **55. QUIET ENJOYMENT**

LESSOR agrees that, on payment of the rentals and fees and performance of the terms, covenants, conditions and agreements on the part of LESSEE to be performed in this Agreement, LESSEE will have the right to peaceably occupy and enjoy the Premises, subject however, to the General Provisions contained in Section 53.

#### **56. HOLD OVER**

In the event LESSEE holds over the lease of the Premises, any rights granted after expiration of this Agreement without any written renewal of it shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a month-to-month arrangement, which may be terminated within thirty (30) days notice by LESSOR or LESSEE.

#### **57. SURRENDER OF POSSESSION AND RESTORATION**

LESSEE shall yield and deliver to LESSOR possession of the Premises at the expiration or termination of this Agreement in good condition in accordance with LESSEE's obligations in this Agreement, except for reasonable wear and tear, or fire or other casualty for which full insurance compensation has been paid as agreed. LESSEE shall, at its expense, deliver the Premises in good order and condition, including: (1) cleaning and hauling away all supplies and trash; (2) removing by legal means all materials and Substances classified as hazardous; (3) leaving in operating condition all bulbs and ballasts; (4) replacing all broken glass, (5) remove all computer network cable, and (6) return to LESSOR all keys to all doors and gates.

LESSEE, at LESSEE's expense, shall remove during the Term of the Agreement or at its expiration all non-attached equipment and personal property placed by LESSEE on or about the Premises herein leased, subject to LESSEE's repairing any damage thereto caused by such

removal and subject to any valid lien which LESSOR may have on that property for unpaid rents, expenses or fees.

In the event LESSEE does not remove all of its equipment and personal property within thirty (30) calendar days after the termination of this Agreement, any remaining property shall be considered abandoned and LESSOR may dispose of said property without any further responsibility or liability to LESSEE. The net disposal costs of such property shall be the financial obligation of LESSEE.

#### **58. INTENTION OF PARTIES**

This Agreement is intended solely for the benefit of LESSOR and LESSEE and is not intended to benefit, either directly or indirectly, any third party or member(s) of the public at large. Any work done or inspection of the Premises performed by LESSOR is solely for the benefit of LESSOR and LESSEE.

Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint ventures, or any other similar such relationship, between the parties hereto. Further, non-parties to this Agreement may not maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the Agreement. The parties shall understand and agree that neither the method of payment, nor any other provision contained herein, nor any act(s) of the parties hereto creates a relationship other than the relationship of the LESSOR and the LESSEE.

#### **59. ENTIRE AGREEMENT**

The parties understand and agree that this instrument contains the entire Agreement between them. The parties hereto further understand and agree that the other party and its agents have made no representations or promises with respect to the Agreement or the making or entry into this Agreement, except as expressed in this Agreement, and that no claim or liability or cause for termination shall be asserted by either party against the other and such party shall not be liable by reason of, the making of any representations or promises not expressly stated in this Agreement, any other written or oral agreement with the other being expressly waived.

The individuals executing this Agreement personally warrant that they have full authority to execute this Agreement on behalf of the entity for which they are acting herein.

The parties hereto acknowledge that they have thoroughly read this Agreement, including any exhibits or attachments hereto, and have sought and received whatever competent advice and counsel deemed necessary for them to form a full and complete understanding of all rights and obligations herein.

**60. AMENDMENT**

This Agreement constitutes the entire Agreement between the parties for the lease of Premises set forth and identified under Section 1. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless the same is in writing, dated subsequent to the date hereof, and duly executed by the parties hereto.

**61. APPROVAL, CONSENT, DIRECTION OR DESIGNATION BY LESSOR**

Wherever under this Agreement, approvals, consents, directions, or designations are required or permitted, such approvals, consents, directions, or designations required or permitted under this Agreement shall be performed by the Director of Airports, or his/her authorized representative. Approvals, consents, directions, or designations made at any time by the Director of Airports, and from time to time, may be withdrawn or modified by notice from LESSOR to LESSEE.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

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

By \_\_\_\_\_  
Carl Brewer, President  
"LESSOR"

By \_\_\_\_\_  
Victor D. White, Director of Airports

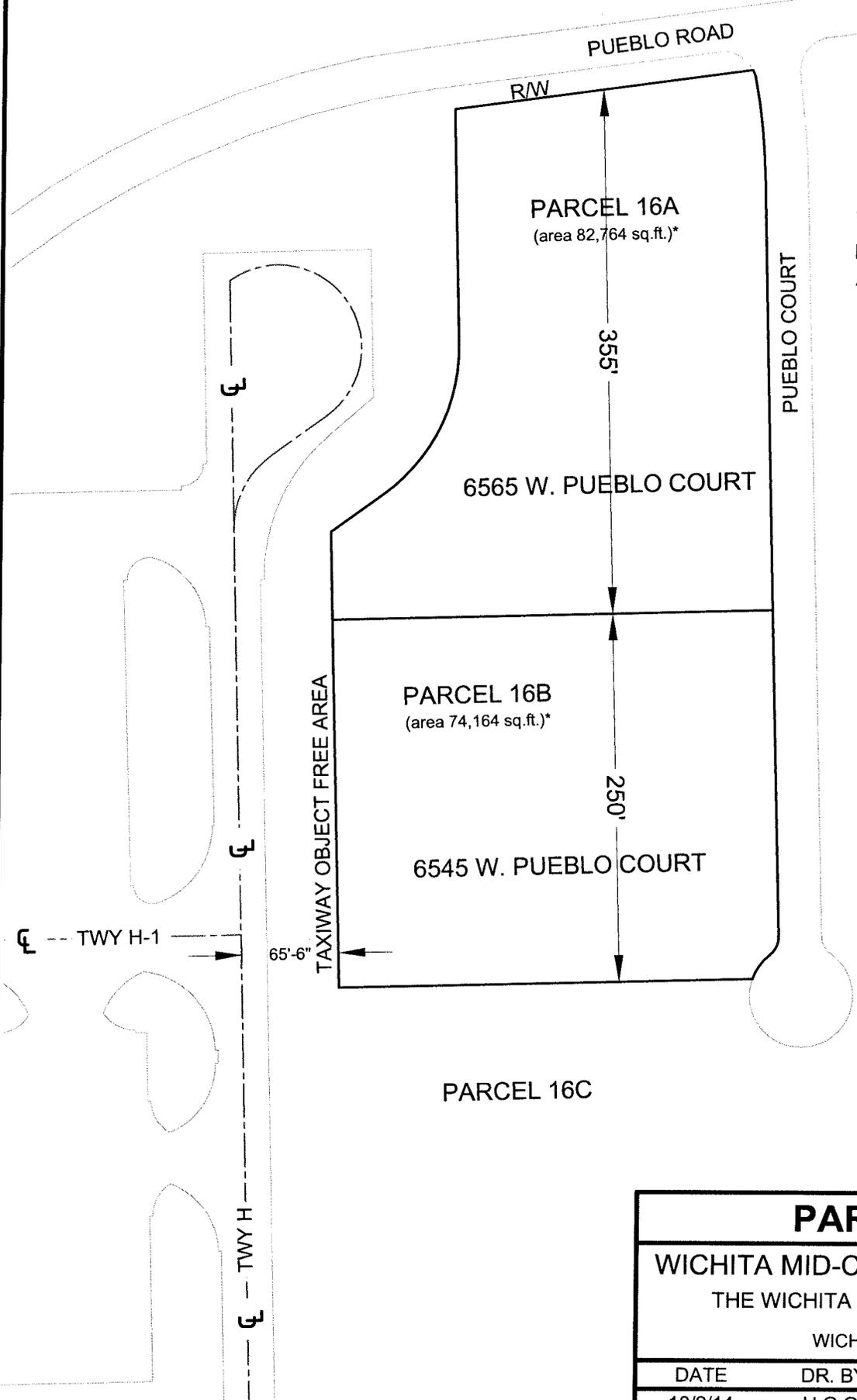
ATTEST: LEASECORP AVIATION, LLC

By \_\_\_\_\_

Title \_\_\_\_\_

By \_\_\_\_\_  
LeaseCorp Financial, Inc., Sole Member  
Raymond L. Koenig, President  
"LESSEE"

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law



**\*NOTE:**  
**DIMENSIONS AND AREAS**  
**ARE PRELIMINARY.**



<b>PARCEL 16</b>			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY			
WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
10/2/14	H.G.O.	1" = 100'	1 of 1