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REVISION:
ADDITION OF ITEM VIII-1.

FINAL

CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. August 23, 2011

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Approve the minutes of the regular meeting on August 16, 2011

II. CONSENT AGENDAS (1 THROUGH 26)

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

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

1. ***Approval of travel expenses for Mayor to attend The League of Kansas Municipalities (LKM) Governing Body Meeting in Hutchinson, Kansas, September 8-9, 2011.***

   RECOMMENDED ACTION: Approve the expenditures.

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

Workshop to follow

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 26)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated August 22, 2011.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2011	(Consumption off Premises)
James Smith	Farmers Market Inc. ***	2901 North Broadway
Rajeshkumar A. Patel	Stop and Shop***	1826 West 13th
Cam-Van Doan	D&L Enterprise dba QuickGas***	5562 South Seneca Street

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

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

3. Preliminary Estimates:
   a. Preliminary Estimates. (See Attached)

   RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:
   a. Petitions for Street Paving, Sanitary Sewer and Water Systems in Fox Ridge Addition, north of 29th Street North, west of Tyler. (District V)

   RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.
   a. Community Events - Intrust Bank Arena, Toy Story. (District I)
   b. Community Events - Intrust Bank Arena, Pro Bull Riders. (District I)
   c. Community Events - Rumble in Delano. (District IV)
   d. Community Events - Art 4 Life Block Party. (District I)

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

6. Agreements/Contracts:
   a. Contract for Design-Build Services for Screwlift Pump Station improvements at the Lower Arkansas River Water Quality Reclamation Facility.
   b. Agreement to Respread Assessments, Monarch Landing 3rd Addition. (District II)

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

7. Design Services Agreements:
   a. Supplemental Agreement for Design Services for improvements to the 20" Sanitary Sewer Force Main in 135th Street West from the Pump Station at 21st Street North to the Water Reclamation Facility. (District V)
   b. Design Agreement for Terrace Drain/Greenbriar Tributary to East Fork Chisholm Creek. (District I)
   c. Supplemental Design Agreement for East Bank River Corridor Improvements, north of Douglas. (District VI)
   d. Supplemental Agreement No. 2 for Engineering Design Services for Pearson Commercial Addition, south of 29th Street North, along both sides of Maize. (District V)

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

8. Property Acquisition:
   a. Acquisition of 1556 South Broadway for the Harry and Broadway Intersection Improvement Project. (Districts I and III)

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

9. Minutes of Advisory Boards/Commissions

   Wichita Public Library, July 19, 2011
   Board of Electrical Appeals, July 12, 2011

   RECOMMENDED ACTION: Receive and file.

10. Petitions to approve a Community Improvement District and Façade Improvement Project at 104 South Broadway, Douglas Place Project. (District I)

    RECOMMENDED ACTION: Accept the petition and adopt the resolutions setting a public hearing on September 13, 2011 for consolidation of the establishment of a Community Improvement District and facade improvements.

11. General Obligation Sales Tax Improvement and Refunding Bond Sale.

RECOMMENDED ACTION: Approve the Financial Feasibility Study and adopt the resolution: 1) authorizing the sale of general obligation sales tax bonds and general obligation sales tax refunding bonds; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

12. Community Event with alcohol consumption – Resolution - Art 4 Life Block Party. (District I)

RECOMMENDED ACTION: Approve the Resolution.

13. Interdepartmental Development Tracking System Software Replacement Project.

RECOMMENDED ACTION: Approve the contract with Infor Global Solutions for the Hansen Mobile Solutions and authorize the necessary signatures.

14. Kansas Turnpike Pavement Repair at Greenwich Road. (District II)

RECOMMENDED ACTION: Approve the payment to the Kansas Turnpike Authority in an amount not to exceed $15,000.

15. 2011 Biennial Bridge Inspections.

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

16. Renewal of Air Quality Program Grants.

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

17. Diesel Emissions Reductions Grant.

RECOMMENDED ACTION: Ratify the grant application and thereby authorize the necessary signatures.

18. Purchase of Transit Buses.

RECOMMENDED ACTION: Approve the selection of Gillig Corp. Inc. for the purchase of four buses and authorize the Purchasing Manager to execute a purchase order. Additionally, it is recommended that the City Council approve the bonding resolution for local match funds not to exceed $288,022.

19. Project Access Contract Renewal.

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

20. Notice of Intent to Use Debt Financing - Airfield Pavement Rehabilitation - Colonel James Jabara Airport.

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

21. Notice of Intent to Use Debt Financing Amendment - 2100 Block Airport Road Improvements - Mid-Continent Airport.

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

22. Change Order No. 1, K-15 Improvement between I-135 and the Kansas Turnpike. (District III)

    RECOMMENDED ACTION: Waive the 25% limit on the change order, approve the change order, and authorize the necessary signatures.

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.

23. *ZON2011-00020 – City zone change from OW Office-Warehouse (“OW”) to General Commercial (“GC”) with Protective Overlay (“P-O”) #255; generally located east of Rock Road, on the northwest side of Pawnee Avenue and Oak Knoll Street. (District II)

    RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change, subject to the provisions of Protective Overlay #255, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

24. *DR2011-04 - Downtown Rezoning Proposal. (Districts IV and VI)

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

II. CONSENT HOUSING AGENDA ITEMS

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

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

None

II. CONSENT AIRPORT AGENDA ITEMS

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

25. *2100 Block Airport Road Improvements - Budget Adjustment - Mid-Continent Airport.

    RECOMMENDED ACTION: Approve the budget adjustment.

26. *Pavement Rehabilitation - Budget Adjustment and Supplemental Agreement No. 1 - Colonel James Jabara Airport.

    RECOMMENDED ACTION: Approve the budget adjustment and the supplemental agreement and authorize the necessary signatures. Approve the grant application and acceptance of grant funds and authorize the Director of Airports to sign all documents related to the grant.

THE CITY OF WICHITA Wichita, Kansas
Department of Public Works

PRELIMINARY ESTIMATES
FOR CITY COUNCIL AUGUST 23, 2011

a. St. Francis, Douglas to 2nd Street (St. Francis from Douglas Street north to 2nd Street North) (472-84920/707027/636249/620576/210492/771636/661692) See special provisions. (District VI) - $2,658,500.00

b. 2011 Sanitary Sewer Reconstruction Phase 4 (east of Meridian, south of 13th Street North) (468-84778/620580/661696) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - $46,000.00

c. Wheatland from the north line of Lot 119, Block A, north to the west line of Lot 104, Block A, on Grant from the west line of Wheatland, west to the west line of Lot 73, Block H, and on Limuel from the north line of Lot 16, Block G, north to the south line of Grant to serve Turkey Creek 3rd Addition (north of Pawnee, east of 135th Street West) (472-84487/766270/490288) Traffic to be maintained during construction using flagpersons and barricades. (District IV) - $612,000.00

d. Mid Town Bike Path Extension from its termination point east of Waco on Central, west to Waco then south along the east side of Waco to Second Street crossing the intersection to the west side then south along Waco on the west side of the street to First Street, then west to the existing Bike path at the River. (Central and Waco to First Street and the River) (472-84997/991393/991390) Traffic to be maintained during construction using flagpersons and barricades. (District VI) - $192,950.00

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Petitions for Street Paving, Sanitary Sewer and Water Systems in Fox Ridge Addition (north of 29th Street North, west of Tyler) (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the new petitions.

Background: On June 10, 2003, the City Council approved petitions to construct street paving, sanitary sewer and water distribution systems in Fox Ridge Addition. The developer has submitted new petitions to provide public improvements for the remaining undeveloped area of the Addition. The signatures on the petitions represent 100% of the improvement districts.

Analysis: The projects will provide paving, sanitary sewer and water system improvements for a residential area located north of 29th Street North, west of Tyler.

Financial Considerations: The existing petitions total $4,634,000. The new petitions total $769,000. The funding source is special assessments.

Goal Impact: These projects address the Efficient Infrastructure goal by providing paving, sanitary sewer, and water system improvements for a new residential development.

Legal Considerations: The Law Department has approved the petitions and resolutions as to form.

Recommendation/Action: It is recommended that the City Council approve the petitions, adopt the resolutions, and authorize the necessary signatures.

Attachments: Map, CIP sheets, petitions and resolutions.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project

To Revise Project X

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	8/1/2011	Brush Creek Circle, serpentine in Fox Ridge Addition
5. CIP Project Number	**6. Accounting Number**	**7. CIP Project Date (Year)**	**8. Approved by WCC Date**
NI-200424		2011	
9. Estimated Start Date	**10. Estimated Completion Date**	**11. Project Revised**	
As Required	As Required		

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Bridge & Culvert				
Paving, grading, & const.		$530,000		$530,000
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path				
Totals		$530,000		$530,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

472-83791

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE
To Initiate Project
To Revise Project X

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	8/1/2011	Sanitary Sewer in Fox Ridge Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Bridge & Culverts				
Paving, grading, & const.				
Drainage				
Sanitary Sewer		$112,000		$112,000
Sidewalk				
Water				
Multi-Use Path				
Totals		$145,000		$145,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Sanitary Sewer Utility

Lateral 9, NWI

468-83647

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project

To Revise Project X

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	8/1/2011	Water Distribution System in Fox Ridge Addition

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way				
Bridge & Culvert				
Paving, grading, & const.				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		$91,000		$91,000
Multi-Use Path				
Totals		$94,000		$94,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition	X	
Ordered by WCC		

Remarks:

100% Petition

*Water Utility

448-89840

13. Recommendation: Approve the Petition and adopt the Resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-204

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-89839 (NORTH OF 29TH STREET NORTH, WEST OF TYLER) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING WATER DISTRIBUTION SYSTEM NUMBER 448-89839 (NORTH OF 29TH STREET NORTH, WEST OF TYLER) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-89839 (north of 29th Street North, west of Tyler) in the City of Wichita, Kansas.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be Ninety-Four Thousand Dollars ($94,000), 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 June 1, 2003, 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:

FOX RIDGE ADDITION
Lots 147 through 190, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis:

> 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: Lots 147 through 190, Block 1; all within FOX RIDGE ADDITION, shall each pay 1/44 of the total cost payable by the improvement district.

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. 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 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.

APPROVED by the governing body of the City of Wichita, Kansas, this 23rd day of August, 2001.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-205

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 9, NORTHWEST INTERCEPTOR SEWER, (NORTH OF 29TH STREET NORTH, WEST OF TYLER) 468-83647, 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 9, NORTHWEST INTERCEPTOR SEWER, (NORTH OF 29TH STREET NORTH, WEST OF TYLER) 468-83647, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 03-295 adopted on June 10, 2003 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 9, Northwest Interceptor Sewer, (north of 29th Street North, west of Tyler) 468-83647.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be One Hundred Forty-Five Thousand Dollars ($145,000) 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 June 1, 2003, 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:

FOX RIDGE ADDITION
Lots 147 through 190, Block 1

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 method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 147 through 190, Block 1; all within FOX RIDGE ADDITION shall each pay 1/44 of the total cost payable by the improvement district.

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. 1980 Supp. 12-6a01 et seq., as amended and supplemented, and K.S.A. 12-693.

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.

APPROVED by the governing body of the City of Wichita, Kansas, this 23rd day of August, 2001.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

132019

First Published in the Wichita Eagle August 26, 2011

RESOLUTION NO. 11-206

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING PAVING BRUSH CREEK CIRCLE AND BRUSH CREEK COURT SERVING LOTS 147 THROUGH 173, BLOCK 1, FROM THE NORTH LINE OF WESTLAKES PARKWAY TO AND INCLUDING THE CUL-DE-SAC; AND PAVING WESTLAKES COURT SERVING LOTS 174 THROUGH 190, BLOCK 1, FROM THE NORTH LINE OF WESTLAKES PARKWAY TO AND INCLUDING THE CUL-DE-SAC; (NORTH OF 29TH ST. NORTH, WEST OF TYLER) 472-83791, 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 PAVING BRUSH CREEK CIRCLE AND BRUSH CREEK COURT SERVING LOTS 147 THROUGH 173, BLOCK 1, FROM THE NORTH LINE OF WESTLAKES PARKWAY TO AND INCLUDING THE CUL-DE-SAC; AND PAVING WESTLAKES COURT SERVING LOTS 174 THROUGH 190, BLOCK 1, FROM THE NORTH LINE OF WESTLAKES PARKWAY TO AND INCLUDING THE CUL-DE-SAC; (NORTH OF 29TH ST. NORTH, WEST OF TYLER) 472-83791, IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 03-306 adopted on June 10, 2003 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to pave Brush Creek Circle and Brush Creek Court serving Lots 147 through 173, Block 1, from the north line of Westlakes Parkway to and including the cul-de-sac; and paving Westlakes Court serving Lots 174 through 190, Block 1, from the north line of Westlakes Parkway to and including the cul-de-sac; (north of 29th St. North, west of Tyler) 472-83791.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Five Hundred Thirty Thousand Dollars ($530,000) 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 June 1, 2003, 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:

FOX RIDGE ADDITION
Lots 147 through 190, Block 1;

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 method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 147 through 190, Block 1; all within FOX RIDGE ADDITION shall each pay 1/44 of the total cost payable by the improvement district.

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

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. 1980 Supp. 12-6a01 et seq.

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 23rd day of August, 2001.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

RES A
RES B
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RES S
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BRUSH CREEK CT.
WESTLAKES CT.
WESTLAKES PKY
RES B
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DEN HOLLOW CIR
DEN HOLLOW
BRUSH CREEK
WESTLAKES PKY
FOX RED
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TYLER
29TH

RECEIVED

JUL 27 '11

CITY CLERK OFFICE

PAVING PETITION
PHASE 14

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

FOX RIDGE ADDITION
Lots 147 through 190, Block 1; 472-83791

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

(a) That there be constructed within the area described above, pavement on Brush Creek Circle and Brush Creek Court serving Lots 147 through 173, Block 1, from the north line of Westlakes Parkway to and including the cul-de-sac; Paving Westlakes Court serving Lots 174 through 190, Block 1, from the north line of Westlakes Parkway to and including the cul-de-sac. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.

(North of 29th St. North, West of Tyler)

(b) That the estimated and probable cost of the foregoing improvement is Five Hundred Thirty Thousand Dollars ($530,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2003.

(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:

Lots 147 through 190, Block 1; all within Fox Ridge Addition shall each pay 1/44 of the total cost payable by the improvement district.

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.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lots 147, 150 through 154, 156 through 172, and 174 through 189, Block 1; all within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**FOX RIDGE DEVELOPMENT CO., INC.** By: Marv Schellenberg	7-19-11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 148, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**BRIAN & KRISTINA CLEVENGER** B C K E Clevenger	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 149, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**CRAIG WEDDLE**	7/25/2011

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 155, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**JEREMY LEMASTER**	7-22-11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 173, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**DUSTIN WYER**	7/20/11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 190, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**BRANDI WYER**	7/20/11

AFFIDAVIT

The undersigned, being first 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 presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Bonnie DeMoss
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 27th day of July 2011.

Deborah A Tadlock
Deputy City Clerk

THE CITY OF WICHITA
SEDGWICK COUNTY, KANSAS

RECEIVED

JUL 27 '11

CITY CLERK OFFICE

SANITARY SEWER PETITION
PHASE 11

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

468-83647 FOX RIDGE ADDITION Lateral 9, NWI
Lots 147 through 190, Block 1;

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

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is One Hundred Forty Five Thousand Dollars ($145,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2003.

(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:

Lots 147 through 190, Block 1; all within Fox Ridge Addition shall each pay 1/44 of the total cost payable by the improvement district.

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

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lots 147, 150 through 154, 156 through 172, and 174 through 189, Block 1; all within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**FOX RIDGE DEVELOPMENT CO., INC.** By: Marv Schellenberg	7-19-11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 148, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**BRIAN & KRISTINA CLEVENGER** B Clevenger K E Clevenger	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 149, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**CRAIG WEDDLE**	7/25/2011

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 155, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**JEREMY LEMASTER**	7-22-11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 173, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**DUSTIN WYER**	7/20/11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 190, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**BRANDI WYER**	7/20/11

AFFIDAVIT

The undersigned, being first 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 presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Bonnie R. Jess
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 27th day of July 2011.

Deborah A. Hadlock
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY KANSAS

WATER DISTRIBUTION SYSTEM PETITION
PHASE 14

RECEIVED
JUL 27 '11
CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

FOX RIDGE ADDITION
Lots 147 through 190, Block 1; 448-89839

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

(a) That there be constructed a water distribution system, including necessary water pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements is Ninety Four Thousand Dollars ($94,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after June 1, 2003.

(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:

Lots 147 through 190, Block 1; all within Fox Ridge Addition shall each pay 1/44 of the total cost payable by the improvement district.

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

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

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

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

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lots 147, 150 through 154, 156 through 172, and 174 through 189, Block 1; all within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**FOX RIDGE DEVELOPMENT CO., INC.** By: Marv Schellenberg 7-19-11 Marv Schellenberg	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 148, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**BRIAN & KRISTINA CLEVENGER** B. Clevenger K E Clevenger	

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 149, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**CRAIG WEDDLE**	7/25/2011

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 155, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**JEREMY LEMASTER**	7-22-11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 173, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**DUSTIN WYER**	7/20/11

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

LEGAL DESCRIPTION	SIGNATURE	DATE
FOX RIDGE ADDITION Lot 190, Block 1; within Fox Ridge Addition, an Addition to Wichita, Sedgwick County, Kansas.	**BRANDI WYER**	7/20/11

AFFIDAVIT

The undersigned, being first 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 presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Bonnie DeMoss
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 27th day of July 2011.

Deborah Wadlock
Deputy City Clerk

THE CITY OF WICHITA SEDGWICK COUNTY, KANSAS

Agenda Item No. II-5a

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Toy Story) (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Toy Story September 3, 2011 7:00 am – September 12, 2011 2:00 am

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-5b

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Pro Bull Riders) (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Pro Bull Riders September 22, 2011 7:00 am – September 25, 2011 2:00 am

- William Street, St. Francis Street to Commerce Street.
- Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-5c

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Rumble in Delano (District IV)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter, Kelsey Metzinger, is coordinating with City of Wichita staff, subject to final approval by the City Council.

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

Rumble in Delano September 24, 2011 3:00 pm – 10:30 pm

§ Douglas Avenue, Walnut Street to McLean Boulevard.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

Agenda Item No. II-5d

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Art 4 Life Block Party (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closure.

Background: In accordance with the Community Events procedure, the event promoter, Joe Schlimm, is coordinating with City of Wichita staff, subject to final approval by the City Council.

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

Art 4 Life Block Party September 30, 2011 6:00 pm – 10:00 pm

§ Commerce Street, Waterman to Lewis Street.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: There are no legal considerations.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring of off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Contract for Design-Build Services for Screwlift Pump Station improvements at the Lower Arkansas River Water Quality Reclamation Facility (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the contract.

Background: Phase I improvements to the Lower Arkansas River Water Quality Reclamation Facility were completed in June 2010. The improvements provided temporary relief, by utilizing the secondary main pump station to compensate for screwlift pump equipment failures. On September 14, 2010, the City Council authorized staff to pursue Phase II improvements using the design-build methodology. The contract is for the submersible pump alternative. A Request for Proposal (RFP) was issued on January 18, 2011, seeking design-build services for Phase II improvements. Four proposals were received on February 22, 2011.

Analysis: On March 17, 2011, the Staff Screening and Selection Committee conducted interviews and recommended Dondlinger and Sons Construction Company, Inc. This recommendation is based on: Dondlinger's superior understanding of the project; their approach to the work; the quality of their presentation; and the level of investigation that they made and the resulting high degree of confidence in their estimate of the total project cost.

The existing screwlift pumps are not considered viable and cannot be used to reach the desired pumping capacity. Phase II modifications are necessary and will allow full pumping capacity and flexibility at the pump station.

Financial Considerations: The proposed contract is for $690,000. The Proposed Capital Improvement Program (CIP) has $540,000 budgeted for the improvements. An additional $150,000 is being proposed for the City Council approval later this year in the Proposed CIP for the cost-of-service-analysis, providing a total budget of $690,000. This funding level will not leave any amount for contingency should conditions or issues that are not now apparent be found as the work is being performed.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing reliable, compliant, and secure utilities.

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

Recommendations/Actions: It is recommended that the City Council approve the contract, adopt the resolution, approve the Notice of Intent and authorize the necessary signatures.

Attachments: Notice of Intent, resolution and Contract.

CONTRACT FOR DESIGN-BUILD SERVICES

THIS AGREEMENT, Made and entered into this _____ day of _____, 2011,

BY AND BETWEEN THE CITY OF WICHITA, KANSAS, A Municipal Corporation, hereinafter referred to as "**OWNER**"

AND DONDLINGER AND SONS CONSTRUCTION COMPANY INC., hereinafter referred to as "**CONTRACTOR**" or "Design-Builder"

WHEREAS, The **OWNER** is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the **OWNER** desires to have plans and specifications prepared and to construct the proposed Screwlift Pump Station Improvements; and

WHEREAS, **CONTRACTOR** wishes to provide professional services to the **OWNER** to do such evaluation, preparation of plans and specifications, and related services therefore;

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

I. PURPOSE:

The **OWNER** employs the **CONTRACTOR** and the **CONTRACTOR** agrees to perform all necessary professional services hereinafter set forth in connection with the design and construction PROJECT for the Screwlift Pump Station improvements located at 2305 East 57th Street South, Wichita, Sedgwick County, Kansas.

II. BASIC SERVICES:

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

III. THE CONTRACTOR AGREES

A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

B. To attend meetings with the **OWNER** and other local, State, and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").

C. To make available during regular office hours all calculations, sketches and drawings such as the **OWNER** may wish to examine periodically during performance of this Agreement.

D. To the fullest extent allowed by Kansas law, to save and hold the **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of the **CONTRACTOR**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **CONTRACTOR** and, where relevant to method of payment, to make such material available to the **OWNER**.

F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B", which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").

H. To complete the services to be performed by **CONTRACTOR** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **CONTRACTOR** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **CONTRACTOR**.

I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **CONTRACTOR** under this Agreement. **CONTRACTOR** further agrees and covenants, that all designs, drawings, specifications, plans, and other work or material furnished by **CONTRACTOR**, its agents, employees and subcontractors under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. **CONTRACTOR** shall procure and maintain such insurance as will protect the **CONTRACTOR** from damages resulting from the negligent acts of the **CONTRACTOR**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than $500,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

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

IV. THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **CONTRACTOR**. Confidential material so furnished will be kept confidential by the **CONTRACTOR**.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **CONTRACTOR**, except as specified in EXHIBIT "A".

C. To pay the **CONTRACTOR** for his services in accordance with the requirements of this Agreement.

D. To provide the right-of-entry for **CONTRACTOR'S** personnel in performing field surveys and observations.

E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise the **CONTRACTOR**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **CONTRACTOR** of any changes in the person designated Project Manager. Written notification shall be provided to the **CONTRACTOR** for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONTRACTOR** in a timely fashion.

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

V. PAYMENT PROVISIONS:

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

A. For the Programming, Schematic Design Phases, Construction Phases as defined in the Request for Proposal and in the SCOPE OF SERVICES, attached as Exhibit "A" to this contract, a lump sum fee (including reimbursables expenses) of six hundred ninety thousand dollars ($690,000.00) shall be paid with progress payments and shall constitute complete compensation for the services.

B. Payments are payable to the **CONTRACTOR** within thirty (30) working days from the

date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **CONTRACTOR** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **CONTRACTOR** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **CONTRACTOR** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.

C. When requested by the **OWNER,** the **CONTRACTOR** will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. **CONTRACTOR** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the PROJECT.

2. Additional design services not covered by the scope of this Agreement.

3. Construction staking, material testing, observation and administration related to the PROJECT.

4. A major change in the SCOPE OF SERVICES for the PROJECT.

D. If additional work should be necessary, the **CONTRACTOR** will be given written notice by the **OWNER,** along with a request for an estimate of the increase necessary in the not-to-exceed fee, for performance of such additions. No additional work shall be performed, nor shall additional compensation be paid, except on the basis of a Supplemental Agreement duly entered into by the parties.

E. If services are rendered by the **CONTRACTOR** for project(s) or portions of the project(s) in the Programming, Pre-Design, Schematic Design, Construction but the **OWNER** elects to cancel the project(s) or portions thereof at any time during these phases, the **CONTRACTOR** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completion.

F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

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

A. For the Programming, Pre-Design, and Schematic Design, no more than ninety (90) calendar days from the date of approval of the Contract, pending availability of **OWNER** and staff. The **OWNER** and the **CONTRACTOR** are aware that many factors outside the **CONTRACTOR'S** control may affect the **CONTRACTOR'S** ability to complete the services to be provided under this Agreement. The **CONTRACTOR** will perform these services with reasonable diligence and expediency consistent with sound professional practices.

B. The **OWNER** agrees to cooperate with the **CONTRACTOR** in considering drawings and data submitted and to make necessary decisions promptly to facilitate completion in the
stipulated time, and the **OWNER** agrees to furnish promptly to the **CONTRACTOR,**

upon written request, any approvals and instructions required to be given by the **OWNER** to the **CONTRACTOR** under the terms of the Contract.

VII. REVISIONS OF PLANS:

Unless the **OWNER** officially in written form has authorized an increase in funds established for the construction estimates of cost, the **CONTRACTOR** agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the **OWNER** to bring the PROJECT within the approved estimated cost, such revisions to be made at his own expense without cost to the **OWNER**, whether or not said plans and specifications have theretofore been approved by the **OWNER**; PROVIDED, that if said plans and specifications have been approved by the **OWNER**, should the **OWNER** desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the PROJECT within the estimate, the **OWNER** shall pay the **CONTRACTOR** the cost of making such revisions.

VIII. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the **OWNER** to terminate this Agreement upon fourteen days' prior written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the **CONTRACTOR'S** inability to proceed with the work, or because the services of the **CONTRACTOR** are unsatisfactory; PROVIDED, however, that in any case, the **CONTRACTOR** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement. In no case shall payment be more than the **CONTRACTOR'S** actual costs, plus a fee for profit, based upon a fixed percentage of the **CONTRACTOR'S** actual costs. The **CONTRACTOR** may terminate this Agreement upon giving the **OWNER** 30 days' prior written notice for breach by the OWNER of any material term, including but not limited to payment terms.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the **OWNER** upon completion or termination of the **CONTRACTOR'S** services and payment in full of monies due the **CONTRACTOR**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **CONTRACTOR**. The **OWNER** agrees to hold the **CONTRACTOR** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs which arise out of such further use without the participation of the **CONTRACTOR**.

C. That the services to be performed by the **CONTRACTOR** under the terms of this Agreement are personal and cannot be assigned, sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **CONTRACTOR**.

D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**; provided, however, that the **CONTRACTOR** shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the **OWNER'S** review, approval or acceptance of, nor payment for any of the work or services required to be performed by the **CONTRACTOR** under this

Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.

G. The rights and remedies of the **OWNER** and the **CONTRACTOR** provided for under this Agreement are in addition to any other rights and remedies provided by law.

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

I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **CONTRACTOR** in performing his duties will be paid by the **CONTRACTOR**.

J. The **CONTRACTOR** agrees to employ structural, mechanical, civil, and electrical engineers, if necessary, as determined by the **CONTRACTOR** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.

K. Special Consultants or Subcontractors are those who provide services other than those provided by the **CONTRACTOR**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.

L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **CONTRACTOR**, the **CONTRACTOR** shall have no responsibility for technical insufficiency of the services of such separately engaged firms.

M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.

N. Unless otherwise provided in this Agreement, the **CONTRACTOR** and employees or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

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

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

DONDLINGER AND SONS
CONSTRUCTION COMPANY INC.

_____
Karen Sublett
City Clerk

_____
Thomas E. Dondlinger, President

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law

EXHIBIT A

SCOPE OF SERVICES
SEWAGE TREATMENT PLANT #2: SCREWLIFT PUMP STATION IMPROVEMENTS PHASE II

SCOPE OF WORK

The scope of services for this PROJECT is described as follows:

Design
The Design-Builder will manage the entire design and construction of the PROJECT, coordinating all disciplines. Working drawings and specifications will be prepared detailing the requirements for the construction of the PROJECT.

The Design-Builder shall provide the following:

1. Field Surveys. Provide engineering, technical personnel and equipment to obtain survey data as required for the engineering design and construction activities. All survey, zoning and platting services associated with the construction of this project will be the responsibility of the Design-Builder.
2. Soils and Foundation Investigations. PW&U will provide all geotechnical data available for the subject sites. This will be limited to the information collected for the design and construction of previous projects at this site. The design-build team will be required to obtain additional geotechnical information as required to complete the design and construction of the work as specified in the PROJECT. On previous projects groundwater was an issue in excavations.
3. Staff Review of Conceptual Design. City Staff will review and comment on all conceptual designs prior to the Design-Build Team proceeding to 30%. After conceptual review, PW&U staff will provide, in writing, authorization for the Design-Build Team to complete 30% design. See SCHEDULE OF WORK
4. Prepare Engineering Plans, Supplement Specifications and a Guaranteed Maximum Price. The Design-Build Team will be required to produce plans and specifications up to the 30% design stage. These plans shall be complete in their identification and sizing of all equipment and the sizing of all structures necessary to meet the requirements of this project.
5. Utility Conflicts. The Design-Builder shall identify all potential utility conflicts and provide documentation showing the problem location of each utility. Design-Builder shall meet with utility company representatives to review plans, coordinate resolution of utility conflicts, and provide to PW&U utility status reports identifying conflicts. Report shall include costs associated with resolving conflicts and dates by which the conflicts will be eliminated. The Design-Builder will also provide signed utility agreements from all involved utility companies. Design-Builder shall meet with involved utility companies and resolve any conflicts with utilities that occur during construction.
6. Design-Builder shall adhere to all regulations pertaining to the construction of the Project including, but not be limited to, all City ordinances and regulations pertaining to site restoration, clean up and the mitigation of detrimental storm water runoff.
7. Design- Build Team will obtain all necessary permits for the construction of the project.

Deliverables
The Design-Builder shall provide adequate design documents suitable for review by PW&U. Documents shall include sizing for all equipment and structures and a list of recommended equipment manufacturers. The design shall include a site layout showing all additional structures and approximate locations. The Design-Build Team will provide an architectural rendering of all structures in their preliminary design. Buildings will match existing architecture in style and color. The Design-Builder may have to present or support presentation of the design rendering at Design Council and/or a District Advisory Board meeting.

The Design-Build Team will hold regular progress meetings/workshops with PW&U to allow for feedback from PW&U staff regarding the process, technical requirements, equipment selection and all other components of the PROJECT design.

Construction
During construction, the Design-Builder shall direct all field activities, safety and quality control. The Design-Builder shall prepare construction schedules; pay all vendors, sub contractors and all other involved parties. The Design Builder shall manage the project safety program and provide appropriate project permits and reviews. The Design-Builder will also maintain the appropriate bonding and insurance as specified by the City's purchasing ordinances. The Design-Builder will adhere to all policies governing site safety and environmental compliance.

Tie-ins and shutdowns that disrupt the regular processing of sewage at this facility will have to be coordinated with PW&U staff. The Design-Builder will be responsible for coordinating all these activities and shall present a schedule detailing these activities, one month in advance of any shutdown or tie-in. Design-Builder will, when required, provide an adequate and appropriate work-around to avoid any process disruptions.

Construction Inspection & As-built Drawings
The Design-Builder shall provide inspection services. Regular inspection reports will be submitted for PW&U review and approval. The inspector shall not be a project team member.

The Design-Builder shall provide as-built drawings for the project. The as-built drawings shall be prepared in ink on standard 22"X36" sheets, In addition, one copy shall be provided as an electronic file in AutoCAD.dwg format and one copy in a PDF format. These electronic files shall be provided via CD-ROM, or other acceptable media agreed upon by PW&U staff.

Operational Start-up
1. *Start-up.* The Design-Builder will coordinate start-up activities with PW&U personnel. The start-up of all components of this project shall be conducted with the assistance and under the supervision of designated PW&U personnel. PW&U personnel will be trained by the Design-Builder or designated manufacturer's representative in the operation of all treatment processes and related equipment.
2. *Training.* PW&U staff will require training regarding the operation of all treatment processes and related equipment. This training will need to be conducted by the Design-Builder or designee. All training will need to be conducted on-site and will require field and classroom exercises. PW&U will expect all training classes to accommodate at least 10 people and shall be recorded in a DVD format.

Other Acknowlegements
Other documents that should be referenced during this process include:
- RFP – No. FP130008
    - Addendum #1 to FP130008 dated February 1, 2011

    - Addendum #2 to FP130008 dated February 14, 2011
- Dondlinger and Sons Construction Co.,Inc/MKEC Proposal for design-build services dated February 22, 2011

The original RFP with the subsequent Addendums and the Dondlinger/MKEC Proposal should be considered as guidance documents for the design-build project.

PROJECT TECHNICAL REQUIREMENTS

Introduction

LARWQRF has a current design capacity of 54.4 MGD average daily flow and a peak daily flow of 80.0 MGD. The project will require modifications to the screwlift pump station to add pumping flexibility at the pumping station. Currently, Phase I modifications allow the use of the secondary main pumps to supplement the remaining screwlift pumps. Although the use of two secondary main pumps and the remaining two screwlift pumps are meeting the pumping needs, the age and possible imminent failure of the remaining screwlift pumps have prompted Phase II improvements.

Screwlift Pump Station Improvements Phase II Goals

The Design-Build Team will develop a design for the screwlift pump station improvements at LARWQRF. The goals of the improvements are to cost effectively:

- Add additional pumping capacity to the screwlift pump station.
    - Desired pumping capacity is 0-85 MGD.
        - The new pumps should provide adequate redundancy, allowing PW & U to meet the desired capacity even if a new pump is down for repairs. An example would be the use of 3 – 15 MGD pumps. This example provides 45.0 MGD capacity with the new equipment. If one pump happens to go "down," the pump station can still pump 30.0 MGD. This capacity along with the repurposed secondary main pumps will allow PW & U to meet our capacity needs. However, staff is open to better and/or alternative ideas, but the final solution must provide redundancy and high reliability. Ideally, these pumps should be highly serviceable and not maintenance intensive.
        - The new pumps should use Variable Frequency Drives (VFDs) to meet the various pumping demands that LARWQRF faces. The existing MCC may need to be replaced to accomplish this.
        - Existing screwlift pumps shall not be considered viable and therefore not used to reach the desired pumping capacity.
        - Each of the secondary main pumps, which can be utilized for pumping at the screwlift pump station, have an approximate capacity of 25.0 MGD but have no variability.
        - Under normal conditions, the new pumps should meet the pumping need of LARWQRF, allowing the secondary main pumps to be used during periods of excess flow.
- Demolish the four screwlift pumps that have experienced equipment failure.
    - This space may provide the location for the new pumps.
- Provide a system that gives maximum operational flexibility.
- Provide a system that utilizes automation to minimize operator attention, operational costs, and does not significantly impact health, safety, and nuisance issues.
- Provide a system that utilizes the existing facilities to the extent that it is economically feasible.

The addition of equipment in any of these areas may require the connection of electrical feed, process piping, water supply, and drain piping.

Other Utilities
The Design-Build Team will be required to coordinate all shutdown, sizing, and location issues with the appropriate utility provider.

SCADA/Integration
The Design-Build Team or subcontractor shall integrate all processes and associated equipment into the facility's SCADA system. The integrator will be approved by PW&U staff prior to award of contract. The integrator will program the facility using WonderWare Archestra software and will be responsible for incorporating the modifications into the division's current load. The integrator will be required to match the PW&U's graphic standards and tag/variable naming conventions and all aspects of the integration will be pre-approved by City staff prior to development.

Equipment Procurement
The Design-Builder will be responsible for the competitive procurement of all equipment. PW&U reserves the right to have final approval over all recommended equipment.

Warranty Period
The project and its individual components shall carry a warranty for a minimum period of two years from the date of START-UP.

SCHEDULE OF WORK
The Design-Build Team will prepare thirty percent (30%) design documents for the project at the cost of $45,000.00, which will be part of the CONTRACT PRICE. The 30% design document will include the following:

A. Two meetings (maximum) and summary documentation to discuss with the City staff the pump alternatives that the Design-Build Team evaluated in the proposal dated February 22, 2011. The perpose of the meetings will be to confirm with the City the selected pump alternative that will be designed and constructed.
B. Prepare 30% design drawings for determining the CONTRACT PRICE of the selected alternative. The drawings will be complete in their identification and sizing of all equipment and structures needed to meet the project requirements.
C. Letter to the City to confirm the CONTRACT PRICE of the selected pump alternative.
D. A schedule outlining the: 1) completion of the construction documents and 2) completion of construction.
E. Review meeting with City staff
    a. If the City of Wichita decides to proceed with the 30% design as prepared, they will authorize a notice to proceed within fourteen (14) calendar days of the 30% design submittal date in order to lock in the material costs.
    b. If the City of Wichita decides not to proceed beyond the 30% design as prepared, no money will be owed and due to the Design-Build Team with the exception of the $45,000.00 stated above.

REQUESTS FOR CLARIFICATION
All requests for clarification concerning the SCOPE OF WORK should be directed to:

Sid Fleming

Interim Superintendent of Sewage Treatment
Wichita Water Utilities
2305 East 57th Street South
Wichita KS 67216
Office phone: 316 303-8702
Fax: 316 303-8712
sfleming@wichita.gov

Exhibit B

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11141; 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.

OCA: 624097

(Published in the Wichita Eagle, on August 26th, 2011.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE SCREW PUMP STATION OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,079,000, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF.

TO: THE RESIDENTS OF THE CITY OF WICHITA, KANSAS

You and each of you are hereby notified that the Governing Body of the City of Wichita, Kansas, by Resolution No. 11-214, duly adopted August 23rd, 2011, 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 Screw Pump Station which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, Screw Pump Station Repair (S-17) (called the "Project"). The total costs of the Project are estimated to be one million seventy-nine thousand dollars ($1,079,000). The making of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

You are hereby further notified that in order to provide financing for certain costs of the Project, the Governing Body has further found and determined it to be necessary and declared its intention to issue revenue bonds in a total principal amount which shall not exceed $1,079,000 under the authority of K.S.A. 10-1201 et seq., as amended and supplemented including by Charter Ordinance No. 211 of the City of Wichita, Kansas. Such revenue 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 Water and Sewer Utility. Costs of the Project in excess of the proceeds of such revenue bonds shall be paid from unencumbered moneys of the City which will be available for that purpose.

This Notice of Intent 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 revenue 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 revenue 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 revenue bonds is filed within said fifteen (15) day period, then the Governing Body shall have the authority to authorize and proceed with the Project and the issuance of the revenue bonds.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of August, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

624097

RESOLUTION NO. 11-214

A RESOLUTION AMENDING RESOLUTION NO. **10-244** WHICH AMENDED RESOLUTION NO. **10-083** PERTAINING TO THE **SCREW PUMP STATION REPAIR (S-17)** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BE THE GOVERNING BODY OF THE CITY OF WICHITA KANSAS.

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

SECTION 1. That Section 1 of Resolution No. **10-244** is hereby amended to read as follows:

"SECTION1. That Section 1 of Resolution No. **10-083** is hereby amended to read as follows:

SECTION 1. It is hereby found and determined to be necessary and advisable to construct, reconstruct, alter, repair, improve, extend, and enlarge the City of Wichita, Kansas **Water and Sewer Utility** such construction, reconstruction, alterations, repairs, improvements, extensions, and enlargements to include, but not to be limited specifically to, **Screw Pump Station Repair (S-17)** (called the "Project"). The total costs of the Project are estimated to be **$1,079,000** exclusive of the cost of interest on borrowed money. Available and unencumbered funds of the Utility will be used to pay a portion of the costs of the Project."

SECTION 2. That Section 2 of Resolution No. **10-244** is hereby amended to read as follows:

"SECTION 2. That Section 3 of Resolution No. **10-083** is hereby amended to read as follows:

SECTION 3. It is hereby found and determined to be necessary and advisable to issue revenue bonds of the City, in a total principal amount which shall not exceed **one million seventy-nine thousand dollars ($1,079,000)** exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and expenses of issuing such revenue bonds. Such revenue 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 such revenue bonds shall be paid from unencumbered moneys of the Utility which will be available for that purpose."

SECTION 3. That the original of Sections 1 and 2 of Resolution **10-244** are hereby rescinded.

PASSED by the governing body of the City of Wichita, Kansas, this 23rd day of August, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

Agenda Item No. II-6b

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Agreement to Respread Assessments: Monarch Landing 3rd Addition (District II)

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The landowner, Monarch Landing, LLC has submitted an Agreement to respread special assessments within Monarch Landing 3rd Addition.

Analysis: The land was originally included in improvement districts for Paving Improvements, Water Distribution Improvements, and Sanitary Sewer Improvements. The purpose of the Agreement is to respread special assessments on a fractional basis for each lot. Without the Respread Agreement, the assessments will be spread on a square foot basis.

Financial Considerations: There is no cost to the City.

Goal Impact: The City of Wichita aggressively uses special assessments to lower the cost of residential developments. In doing so, the City's program satisfies the City Council's goal to promote Economic Vitality and Affordable Living. The program supports this goal through partnering with stakeholders in the development community and sustains affordable living by lowering the costs of commercial property development.

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

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

Attachments: Respread Agreement.

AGREEMENT
BY AND BETWEEN

THE CITY OF WICHITA, KANSAS

Party of the First Part

And

MONARCH LANDING, LLC
A Kansas Limited Liability Company

Party of the Second Part

WHEREAS, Party of the First Part has constructed certain municipal Improvements on the northwest corner of 159th Street East and 21st Street North, within the City Limits of the City of Wichita; and

WHEREAS, Party of the Second Part is the landowner of all or part of improvement districts; and desires that a reassessment be made; and

WHEREAS, Party of the Second Part has platted Monarch Landing Third Addition; and

WHEREAS, Party of the First Part and Party of the Second Part are both desirous of accomplishing such a reassessment.

Now, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree as follows:

1. Key Number C0072700UP (Remaining portion of Unplatted Residential Tract 1), was part of the improvement district for the following city projects:

   Paving 1st – Project No. 472-84505
   Water Distribution System 1st – Project No. 448-90275
   Sanitary Sewer 1st – Project No. 468-84317

2. The Parties agree to make a reassessment for said projects in the following manner:

   Lots 1 through 22, Block 1; Lots 1 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition shall pay 100% of the original total cost apportioned based on equal fractions.

3. The Party of the Second Part is the owner of the property described in Section One above and said Party of the Second Part hereby waives the notice and hearing requirements of K.S.A. 12-6a12 (b) with respect to the reassessment herein described.

4. The Party of the Second Part further waives their right to appeal the special assessments for the above mentioned projects (including the described reassessment) and agree that no suit to set aside said assessment shall be brought by them nor shall they in any other way bring an

action to question the validity of the proceedings taken by the Party of the First Part in levying the special assessments therefore.

5. The Party of the Second Part further agrees that they will indemnify the Party of the First Part against any and all costs, expenses, claims and adjustments for which the Party of the First Part is held responsible or which are entered against the Party of the First Part arising out of or as a result of the reassessment herein described.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement the _____ day of _____, 2011.

THE CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor
Party of the First Part

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law
City of Wichita, Kansas

Attest:

_____
City Clerk

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this _____ day of _____, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Carl Brewer, Mayor, The City of Wichita, a Municipal Corporation, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

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

_____
Notary Public

(Seal)

My Appointment Expires: _____

MONARCH LANDING, LLC
A Kansas Limited Liability Company

By: _____
Kevin Mullen, President
Ritchie Development Corporation, Manager

STATE OF KANSAS }
SEDGWICK COUNTY } SS:

BE IT REMEMBERED, that on this 24th day of June, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Kevin Mullen, President, Ritchie Development Corporation, Manager, Monarch Landing, LLC, A Kansas Limited Liability Company, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged to me the execution of the same, for and on behalf, and as the act and deed of said corporation.

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

Angie M. Sizemore
Notary Public

(Seal) ANGIE M. SIZEMORE
Notary Public - State of Kansas
My Appt. Expires 7/25/11

My Appointment Expires: 7/25/11

City of Wichita
City Council Meeting
August 23, 2011

TO:	Mayor and City Council
SUBJECT:	Supplemental Agreement for Design Services for improvements to the 20" Sanitary Sewer Force Main in 135th Street West from the Pump Station at 21st Street North to the Water Reclamation Facility (District V)
INITIATED BY:	Department of Public Works & Utilities
AGENDA:	Consent

- -

Recommendation: Approve the supplemental agreement.

Background: On September 14, 2010, the City entered into an agreement with Baughman Company, P.A. (Baughman) to design a 20" Sanitary Sewer Force Main in 135th Street West from the Pump Station at 21st Street North to the Water Reclamation Facility. The fee was $55,400.

Analysis: The existing line built in 2002 had reached capacity due to the growth in the northwest section of the City, and could not be cleaned without a parallel line for bypassing the flow. The improvement will construct a parallel 20" force main to alleviate the capacity and cleaning issues. However, the existing line did not include a tracer wire, making it difficult to determine the depths and location of the line. This supplemental agreement will expose the line by soil-vac methods, allowing for proper placement of the proposed new line in relation to the existing. In addition, the consultant will assist in the acquisition of necessary easements for the new facility.

Financial Considerations: The fee for the supplemental agreement is $9,600, with $4,200 for excavation and $5,400 for obtaining easements. Baughman's total fee including the supplemental agreement will be $65,000, paid by the Water Utility Capital Improvement Program.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing sufficient sewage collection and treatment capacity for a large portion of northwest Wichita.

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

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

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED SEPTEMBER 14, 2010

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

BAUGHMAN COMPANY, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated September 14, 2010) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 20" Sanitary Sewer Force Main in 135th Street West from the Pump Station at 21st Street North to the Water Reclamation Facility (Project No.468-84699)

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. PROJECTION 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:

The existing 14" force main constructed in 2002 was not as-built, nor does the line include a tracer wire, thus there is no way to locate the line. In order to accurately locate critical sections of the existing force main, allowing for proper design of the new facility, the consultant will expose the line in approximately seven locations by soil-vac methods. In addition, the consultant will assist in acquisition of necessary easements due to current workload of the City's Property Management Department.

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **$9,600.** Cost per the excavator is $150 per hour, with four (4) hours each for an estimated cost of $4,200. The remaining cost

($5,400) is to obtain the easements.

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 _____:

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the action of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. 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 _____, 2011.

CITY OF WICHITA

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

_____
(Name and Title)
Jerold F. Bradley Jr.
Vice President

ATTEST:

_____

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Design Agreement for Terrace Drain/Greenbriar Tributary to East Fork Chisholm Creek (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: During heavy rain events, flooding of the Greenbriar Tributary and East Fork Chisholm Creek occurs and threatens citizens along its banks. The Northeast Neighborhood Heights Neighborhood Association has made the City aware of this drainage problem. An improvement is needed to reshape the channel with maintainable slopes, provide access along the top banks, and remove the existing vegetation and debris within the channel. On May 27, 2011, a Request for Proposal (RFP) was issued to hire a consultant to perform the design work. On June 30, 2011, interviews were held and the Staff Screening and Selection Committee recommended Ruggles & Bohm, P.A. based on project approach and fee.

Analysis: City staff has received signatures from all adjacent landowners, or their representatives, consenting to the drainage improvements and allowing access to perform the work. Easements and a reserve exist along Greenbriar Tributary, which will allow for future maintenance and access. However, additional easements may be required upon completion of the design for improvements.

Financial Considerations: Payment to Ruggles & Bohm, P.A. will be on a maximum not-to-exceed fee of $33,200. The base fee for the improvements is $27,200. The bid also includes two add alternates with the first being a redesign if necessary, of the box culvert under a bike path at a cost of $1,200, and $4,800 for obtaining 12 tract maps and legal descriptions pertaining to the improvements. The design fee is to be paid out of the Stormwater Utility operation budget that is designated for Hot Spot drainage projects.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by providing public improvements to reduce flooding risks and improve water quality.

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

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

Attachments: Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM PA

for

DESIGN SERVICES

THIS AGREEMENT, made this _____ day of _____, 2011, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and Ruggles & Bohm, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

Design drainage improvements for the City of Wichita; located within the Northeast quarter of TWP27S, R1E, 2, NE; near the intersection of 27th Street and Dellrose.

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

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing the drainage improvements near the intersection of 27th Street and Dellrose and to perform the PROJECT tasks outlined in Exhibits A and C.

II. IN ADDITION, THE ENGINEER AGREES

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

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

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. <u>PAYMENT PROVISIONS</u>

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Design Services-133117	$27,200
Add Alternate-1 each Box Culvert under Bike path, If Necessary	$1,200
Add Alternate-12 each Tract Maps/Legal Descriptions, If Necessary	$4,800
Total not to Exceed	$33,200

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
   1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
   2. Additional design services not covered by the scope of this agreement.
   3. Construction staking, material testing, inspection and administration related to the PROJECT.
   4. A major change in the scope of services for the PROJECT.

   If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

_____

Carl Brewer, Mayor

SEAL:

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

_____
(Name & Title)

ATTEST:

_____

SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Create plans and specification to reshape the channel with maintainable slopes, with a maximum steepness of 3:3, H:V from Greenbriar Lane to East Fork Chisholm Creek, providing access along the top banks.
2. Remove the existing vegetation debris within the channel.
3. Modeling. ENGINEER shall investigate possible improvements to the overall performance of the channel including reshaping the channel and/or resizing the downstream bike path box culvert crossing at the confluence of the tributary and East Fork Chisholm Creek. If the modeling demonstrates a real benefit from installing a box culvert or additional cell, ENGINEER shall provide plans for the structure.
4. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
5. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Exhibits A and C.
6. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
7. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
8. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
9. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
10. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on

plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
    a. Final Plan Development for the drainage improvement no later than October 1, 2011.
15. The ENGINEER shall provide the CITY clarifications to the plans as necessary for construction.

EXHIBIT "C"

Scope of Design Services
Terrace Drain/Greenbriar Tributary to East Fork Chisholm Creek
Drainage Improvements
July 1, 2011-Ruggles & Bohm P.A.

Design of drainage channel per the requirements and specification indicated in the RFP solicitation with specific reference to Exhibit "A". Based upon initial project walkthrough, the design shall also include the following elements:

Drainage Channel Improvements: Design drainage channel improvements from Greenbriar to East Fork Chisholm Creek to carry 100 year design flow of drainage basin with 3:1 maximum side slopes. Installation of permanent BMP's to prevent channel erosion will be investigated as part of the design. Obtain topographic survey of channel sections as necessary to perform hydraulic analysis of channel. Channel modifications will require DWR channel change permit, USACE permit (will pursue nationwide channel maintenance permit), KDHE Construction Stormwater Pollution Permit, and City of Wichita Stormwater Permit.

Existing RCBC evaluation: Based on our review of the original design, the box was designed to be overtopped in the 100 year event. The 100 year water surface for the East Fork of Chisholm Creek is approximately 5' higher than the proposed maximum water surface of the tributary channel. As such, we do not recommend any box modification. R&B will evaluate the box for smaller storms to see if modification for the 10 or 25 year storm events are warranted.

Maintenance Access Design: Design a 13'-15' wide maintenance road along the east side of the proposed channel improvements from. Design a turnaround for maintenance vehicles in the existing utility easement south of the bike path box.

Landscape Remediation: Landscaping plans will be prepared to remediate loss of tress along channel. Plan will be provided to the City of Wichita for preliminary review prior to any review by the public. existing trees will be preserved when possible.

Utility Relocations: Plans will include relocations of public utilities (water, storm and sewer) required with the construction of the project. Plans will also include coordination with other existing utilities to minimize conflicts and relocations.

Easement Acquisition: Coordinate and assist with easement and other encroachment agreements as necessary with property owners and all utility companies, including the pipeline companies. Provide general assistance in acquiring all necessary agreements to furnish and complete a biddable and constructable engineering design plan. Tract maps and legal descriptions for easements/acquisition prepared as the design warrants and priced per the terms of the proposal.

Public Meetings: Develop content and assist with the presentation of the concept and final plan at two neighborhood public meetings.

Design Process:

- Perform topographic survey of project area and prepare a preliminary base map for submittal to utility companies for review of existing facilities.
- Prepare Design Concept for preliminary review by City Staff. Perform hydraulic analysis of channel and provide report to City. (approximately four weeks)
- Attend neighborhood meeting to discuss project.
- Upon approval of initial concept, prepare plans and permit applications for submittal to appropriate agencies. (DWR, USACE, KDHE, City of Wichita) (approximately two weeks)
- Prepare tract maps legal descriptions for proposed easement acquisitions.
- Prepare NOI application
- Prepare final plans for submittal to the City of Wichita. Submittals will include 1/2 size plans, pdfs, and AutoCAD drawings.
-

Our total design fee proposal for Terrace Drain/Greenbriar Tributary to East Chisholm Creek Drainage Improvements as described is **$27,200.00**. This fee includes the following allowances:

Add Alternate-Box Culvert under Bike Path (if necessary)	**$1200.00**
Add Alternate-Additional tract maps/legal descriptions (per each)	**$400.00**

Agenda Item No. II-7c

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Design Agreement for East Bank River Corridor Improvements, north of Douglas (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the supplemental agreement.

Background: On October 7, 2008, the City Council approved a project to improve the east bank of the Arkansas River adjacent to the Broadview Hotel, north of Douglas. On November 4, 2008, the City Council approved a supplemental agreement with Law/Kingdon, Inc. to develop design concepts for the project. Law/Kingdon, designed previous riverbank corridor improvements including the Keeper Plaza and riverbank improvement immediately north of 1st Street. On July 21, 2009, the City Council approved a supplemental agreement with Law/Kingdon for the preparation of construction plans.

On June 14, 2011, the City Council approved a joint purchase agreement with Drury Southwest, Inc. to acquire property north of the hotel. A supplemental agreement with Law/Kingdon has been prepared to design improvements for the newly acquired area.

Analysis: It is anticipated that the improvements will include removal of material from the railroad corridor, extension of pedestrian access to Waco, landscaping and irrigation.

Financial Considerations: Payment to Law/Kingdon will be on a lump sum basis of $4,500. Funding is available within the approved project budget, which is funded by Star Bonds.

Goal Impact: This project addresses the Efficient Infrastructure and Quality of Life goals by improving part of the Arkansas River Corridor.

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

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

Attachments: Supplemental agreement.

SUPPLEMENTAL AGREEMENT

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED JULY 21, 2011

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

LAWKINGDON ARCHITECTURE, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated July 21, 2011) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to RIVER CORRIDOR IMPROVEMENT PROJECT (Project No. 472-84767).

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 is hereby amended to include the following:

East Bank between Second Street and Douglas (Phase 1C of the master plan)
(Final Plans – see Exhibit C)

B. PAYMENT PROVISIONS

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

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of $4,500.00.

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 21st day of July, 2011.

CITY OF WICHITA

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

_____

(Name and Title)

ATTEST:

_____

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Supplemental Agreement No. 2 for Engineering Design Services for Pearson Commercial Addition (south of 29th Street North, along both sides of Maize) (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 2.

Background: The City Council approved the development agreement for the area known as Cadillac Lake on March 20, 2007. Drainage improvements were approved on November 20, 2007. On December 4, 2007, the City Council approved a letter of intent with Lowe's Company to allow site preparation for the construction of the store. On April 15, 2008, the City Council approved an agreement with Poe & Associates, Inc. to design the improvements for a fee of $445,500. On October 7, 2008, the City Council approved the supplemental agreement with Poe & Associates, Inc. for additional construction engineering and staking services for a fee of $65,500.

Analysis: The attached Supplemental Agreement No. 2 between the City and Poe & Associates, Inc. provides for services that were completed by Professional Engineering Consultants, P.A.(PEC) in which they were not compensated. Poe & Associates had contracted with multiple engineering and environmental consultants to complete the design and permitting of the multidiscipline Cadillac Lake Drainage Improvement Project. The City was unaware that Poe & Associates master agreement with PEC did not include payment for construction administrative services and other City standard design requirements until the work had already been completed. The additional work completed by PEC was valuable to the successful completion of the project.

Financial Considerations: The project budget is $4.26 million paid by the improvement district petition in the amount of $1.41 million (33.1%) and City of Wichita General Obligation Bonds in the amount of $2.85 million (66.9%). East Side Investments, LLC a partner in the improvement district will receive a project credit for the first phase of construction completed by Lowe's in the amount of $520,478, increasing the City of Wichita's share of the overall project not to exceed $3.37 million. Payment to Poe & Associates, Inc. will be on a lump sum basis of $40,000 bringing the total contract fee to $551,000. This represents a 23.8% increase from the original contractual amount. Payment to Poe & Associates will be shared between the City of Wichita and the improvement district at the respective 66.9% and 33.1% split.

Goal Impact: This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of drainage improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goals by providing public improvements in new developments that are vital to Wichita's continued economic growth.

Legal Considerations: Supplemental Agreement No. 2 has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve Supplemental Agreement No. 2 and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 2.

SUPPLEMENTAL AGREEMENT #2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement (dated November 6, 2007) and a Supplemental Agreement (dated April 15, 2008) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements in **PEARSON TRACT & NEW MARKET TRACT** (along Maize, south of 29th Street North).

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(s) are hereby amended to include the following:

Cadillac Pump Station Design Service Breakdown

STORM WATER DRAIN NO. 332 serving Pearson Tract and New Market Tract (along Maize, south of 29th Street North) (Project No. 468 84396).

During the construction of the Cadillac Pump Station there were design services completed by PEC Engineering Consultants that have not been paid by the prime contractor, Poe & Associates, Inc. This agreement allows for payment of the following services:

East & West Pump Area	$16,500
Fire Department Access Road Design	$3,000
Maintenance Accessibility Design	$2,500
Construction Administration	$18,000
TOTAL	$40,000

B. PAYMENT PROVISIONS

The lump sum fee and the accumulated partial payment limits in Section IV. A. shall be amended as follows:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee specified below:

468 84396 **$40,000.00**

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 _____, 2011.

BY ACTION OF THE CITY COUNCIL

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

_____
(Name & Title)

ATTEST:

_____

Agenda Item No. II-8a

CITY OF WICHITA
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of 1556 South Broadway for the Harry and Broadway Intersection Improvement Project (Districts I and III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The City Council has approved the design concept and proposed project to improve the intersection of Harry and Broadway. The project will require the acquisition of all or portions of eleven tracts. The improvements include adding left turn lanes, improving the sidewalks, improving the storm sewer system and landscaping. The property at 1556 South Broadway is improved with a multi-tenant retail building. The project requires the acquisition of the entire site. The site contains 14,694 square feet and is improved with a 6,442 square foot masonry building.

Analysis: The property was appraised at $160,000. The owner rejected that amount and provided his own appraisal that valued the property at $325,000. He also provided documentation that the City's value underestimated the rental income of the property. After negotiation, a purchase price of $225,000 was agreed to by the seller. This amount includes the purchase price of the building plus eligible relocation benefits. The building is subject to approximately $55,000 in special assessments. These will be assumed by the City at sale. There are four commercial tenants that are eligible for relocation.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $376,000 is requested. This amount is comprised of $225,000 for the acquisition, $80,000 for relocation, $55,000 for specials, $15,000 for demolition, and $1,000 for the title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

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

Recommendation/Action: It is recommended that the City Council 1) Approve the budget and 2) Authorize the necessary signatures.

Attachments: Aerial map and real estate purchase agreement.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2011 by and between Ronald Cazel, Jr., Cheryl Cazel, and Sabra L. Cazel parties of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer, by a good and sufficient warranty deed, the following described real property, situated in Sedgwick County, Kansas, to-wit:

   That part of Lot 11, Zimmerly's Addition to the City of Wichita, Sedgwick County, Kansas described as commencing at the southwest corner of said Lot 11; thence North 93.00 feet; thence East 157.50 feet; thence South 93.00 feet; thence West 197.50 feet to point of beginning.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Hundred Twenty Five Thousand Dollars and Zero Cents ($225,000.00) in the manner following to-wit: cash at closing

3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted. Seller agrees to provide lease cancelations for any leases with terms longer than month to month.

7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such

insurance as is reasonable on the improvements up until the closing date.

8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before September 30, 2011.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

11. Site Assessment

A. At any time prior to the closing of this agreement, Buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. If a site assessment is completed after the closing date set herein, then Buyer and Seller shall close or Buyer shall advise Seller that this agreement is being voided pursuant to said paragraph within ten (10) days of the completion of the site assessment. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:

Ronald Cazel, Jr.

Cheryl Cazel

SELLER:

Sabra L. Cazel

BUYER:
By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

_____

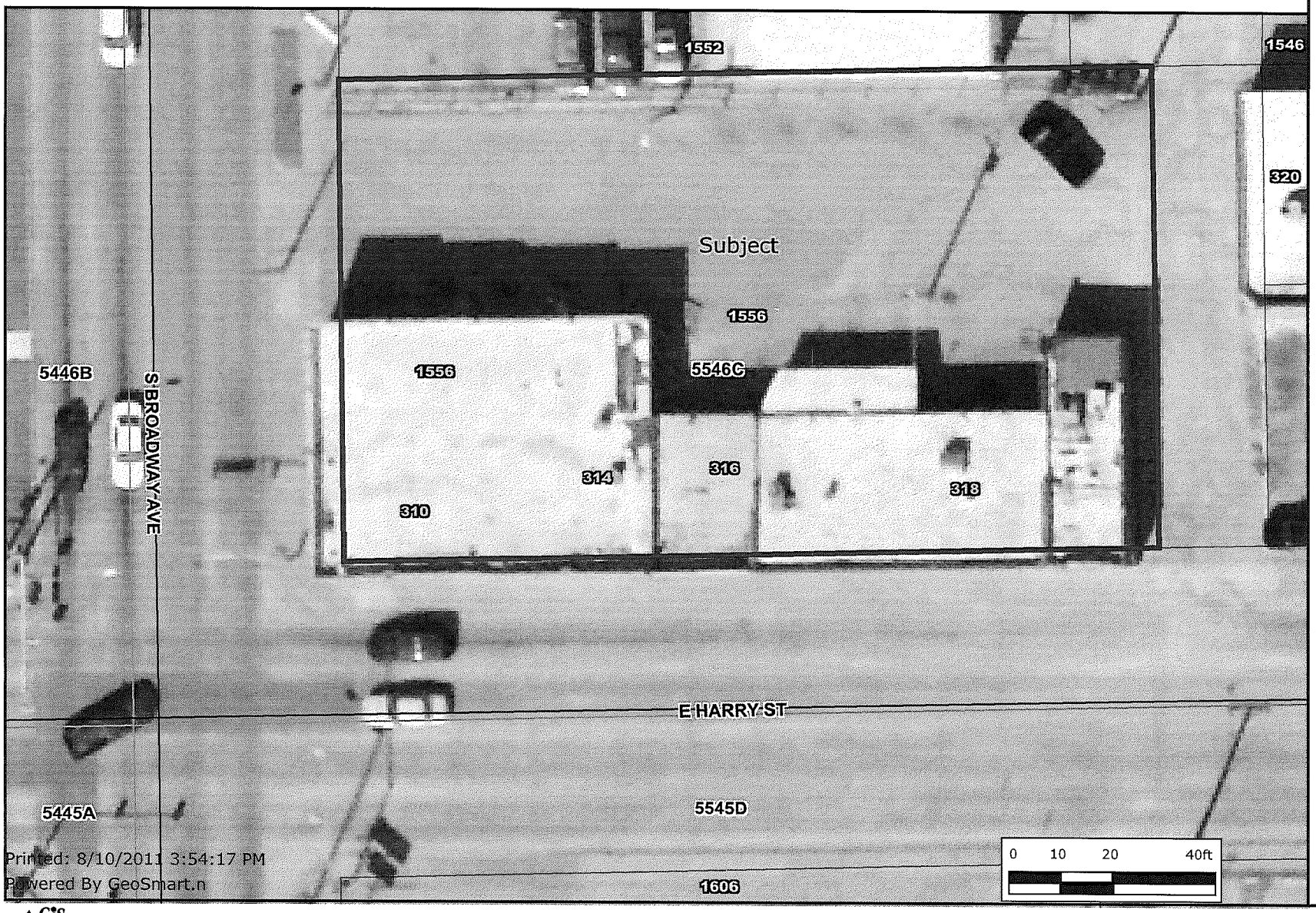
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

1556 South Broadway



Identified Features
Property Parcels
Roads
State Highway
US Federal Highway
Interstate
KTA
Arterial
Collector
Minor
Ramp
Railroads
Quarter Section
Waterways
Streams
Parks
Airports
SDERASTER.S-DEDATA.ORTH-O1FT
SDERASTER.S-DEDATA.ORTH-O
City Limits
Andale
Bel Aire
Bentley
Cheney
Clearwater
Colwich
Derby
Eastborough
Garden Plain
Goddard
Haysville
Kechi
Maize
Mount Hope

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

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Petitions to Approve a Community Improvement District and Façade Improvement Project at 104 South Broadway (Douglas Place Project) (District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Accept the petitions and adopt the resolutions setting a public hearing.

Background: On May 17, 2011, the City Council approved the Downtown Incentives Policy which established procedures and requirements for the use of public incentives for downtown development projects. The first project to go through the process outlined in the Policy is the Douglas Place Project, submitted by Douglas Place, LLC.

On July 9, 2011, the City Council approved a Letter of Intent to consider adoption of certain redevelopment incentives for redevelopment of the Douglas Place Building, located at 104 South Broadway. Use of the Façade Improvement Program and establishment of a Community Improvement District (CID) and are both identified in the Letter of Intent as incentives that will be considered for the project. The City has received petitions from Douglas Place LLC to start the authorization process for both of these incentives.

Analysis: Douglas Place, LLC proposes to renovate the vacant Douglas Building located at 104 South Broadway into a boutique hotel consisting of 117 guest rooms at a total estimated project cost of $29,210,000. The complete historic renovation of the 14-story former Union National Bank building will include a lobby and restaurant/bar on the 1st floor and large banquet facilities on the 2nd floor. A portion of the renovation will include $2,045,000 in façade improvements, including financing costs, for which the developer has submitted a petition for special assessment financing under the City's Façade Improvement Program. The proposed amount of the CID sales tax specified in the petition received for this district is 2% for up to 22 years.

COMMUNITY IMPROVEMENT DISTRICT

CID projects may be funded by either special assessment taxes on the real property within the CID or by a special retail sales tax of up to 2% on all taxable retail sales within the district, or both. The City's CID Policy encourages the use of pay-as-you-go financing and allows the use of special obligation bonds, but does not permit the use of general obligation bonds. The maximum term of a CID is 22 years.

To establish a CID upon receipt of a valid petition, the City Council must first adopt a resolution which states that the City Council is considering the establishment of the CID and sets a date for a public hearing on the matter. The resolution must then be published at least once each week for two consecutive weeks and be sent by certified mail to all owners of land within the proposed district.

After closing the public hearing, the City Council may adopt an ordinance establishing the district and imposing the CID tax. Pursuant to a CID development agreement entered into concurrently, the City will transmit the ordinance to the Kansas Department of Revenue upon instructions from the developer, at which time the CID tax will begin to be collected. CID tax revenues will be passed through to the developer based on documented expenditures for qualified project costs, on a pay-as-you-go basis.

FAÇADE IMPROVEMENT PROGRAM

The Façade Improvement Program provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City's core area. The façade loans are funded with the proceeds of general obligation bonds that are repaid by special assessment taxes over a 15-year period. Grants are only available for low-rise façade projects costing less than $500,000. The program has been operated by the City of Wichita since 2001 and was revised in 2009 to require that private funding for overall project costs be at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project.

The first step in approving a façade improvement project includes approval of the petition by the City Council and adoption of the resolution, which makes a finding that the project is advisable and sets a public hearing to consider adoption of a maximum assessment ordinance to legally assess the façade project costs to the property. After adoption of the maximum assessment ordinance, and satisfaction of other requirements, the City will fund certified construction draws up to the amount specified in the petition. Upon completion of the façade improvements, the City will issue bonds for the actual final costs and file the special assessment lien on property.

PUBLIC HEARING

The earliest date a public hearing may be held on both petitions for this project would be September 13, 2011, which corresponds with the date previously set for a public hearing on the use of tax increment financing for the project. After closing the joint public hearing, the City Council may adopt separate ordinances establishing the Community Improvement District, authorizing the use of special assessments for façade improvements and approving the TIF project plan.

Financial Considerations: The cost of mailing the Resolutions to all owners of property located within the proposed district will be charged to the Economic Development Fund and will be repaid with administrative fees collected from the CID. Community Investment Districts do not affect the ad valorem taxes collected in Tax Increment Financing Districts. Douglas Place, LLC has paid the $5,000 non-refundable application fee, as required by the City's CID Policy.

The City will withhold 5% of the CID revenues distributed by the State, after giving credit for the application fee, and disperse the balance of the CID proceeds to Douglas Place, LLC until the maximum amount identified in the petition ($2,560,000) has been reimbursed or the 22-year term has expired, whichever is earlier.

The façade project budget set forth in the petition is $2,045,000, including financing costs and one year's debt service and will be financed with special assessments under the Façade Improvement Program. When completed the façade project will be financed by taxable general obligation special assessment bonds, paid as to principal and interest by the special assessments and backed by the full faith and credit of the City of Wichita. ~~**The requirement for surety, such as letter of credit, to protect the City against losses resulting from non-completion of the project is being negotiated with the Douglas Place LLC.**~~ **To protect the City against possible financial losses resulting from non-completion of the façade project, Douglas Place LLC has agreed to provide a letter of credit to the City as surety. To facilitate the use of a letter of credit, the façade project has been divided into three phases, each with a separate petition. Before each subsequent phase of the façade project can commence, the work of the prior phase must be certified as complete and the letter of credit provided for the subsequent phase of the project.**

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Business prospects and workers seeking to relocate are attracted to a new city that takes care of its older sections.

Legal Considerations: The form of the petitions and resolutions has been approved by the Law Department.

Recommendation/Action: It is recommended that the City Council accept the petitions and adopt the resolutions setting a public hearing on September 13, 2011 for consideration of the establishment of a Community Improvement District and façade improvements.

Attachments: Petition to establish Community Improvement District
Resolution setting a public hearing for Community Improvement District
Petition**s** for façade improvements **(Phases 1-3)**
Resolution**s** setting a public hearing for façade improvements **(Phases 1-3)**

OCA280001

Published in the Wichita Eagle on August 26 and September 2, 2011

RESOLUTION NO. 11-207

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, PROVIDING FOR NOTICE OF A PUBLIC HEARING CONCERNING ADVISABILITY OF THE CREATION OF A COMMUNITY IMPROVEMENT DISTRICT WITHIN THE CITY AND THE PROPOSED LEVY OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX PURSUANT TO K.S.A. 12-6a26 *ET SEQ.*, AS MAY BE AMENDED.

WHEREAS, pursuant to K.S.A. 12-6a26 *et seq*., as amended (the "Act"), the City of Wichita, Kansas (the "City"), is authorized to create a community improvement district as provided in the Act to provide for the acquisition, improvement, construction, demolition, removal, renovation, reconstruction, restoration, replacement, repair, furnishing and equipping of buildings, structures, facilities, sidewalks, roads, traffic signs and signals, utilities, pedestrian amenities, drainage, water, storm and sewer systems, underground gas, heating and electrical services and extensions, water mains and extensions, site improvements, street lights, lighting, street light fixtures, benches, awnings, canopies, walls, trees, landscapes and other cultural amenities (collectively, the "CID Projects" or each a "CID Project"); and

WHEREAS, upon proper petition, the Act further authorizes the City, in order to pay the costs of any project which is a CID Project, to impose a community improvement district sales tax on the selling of tangible personal property at retail or rendering or furnishing of taxable services within a community improvement district in any increment of .10% or .25% not to exceed 2% (a "CID Sales Tax") and to reimburse the costs of such project pursuant to pay-as-you-go financing and/or the issuance of special obligation notes and bonds payable from such community improvement district sales tax; and

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

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

WHEREAS, the proposed Douglas and Broadway CID is located near the southeast corner of the intersection of Douglas Avenue and Broadway Avenue within the City; and

WHEREAS, the petition proposes that the City impose a two percent (2%) CID Sales Tax within the Douglas and Broadway CID which may be levied by ordinance following the hearing; and

WHEREAS, the Act provides that prior to creating any community improvement district, the City shall, by resolution, direct and order a public hearing on the advisability of creating such community improvement district and authorizing a CID Project therein and the proposed CID Sales Tax within such district which may be levied by ordinance and shall give notice of said public hearing in accordance with the Act;

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

1. Notice is hereby given that a public hearing to consider the advisability of the creation by the City of the Douglas and Broadway CID and the imposition by the City of a two percent (2%) CID Sales Tax within the Douglas and Broadway CID shall be held on September 13, 2011, beginning at 9:00 a.m. or as soon thereafter as possible, in the City Council Chambers, City Hall, 455 North Main Street, Wichita, Kansas.

2. The general nature of the proposed Project to be constructed within the proposed Douglas and Broadway CID is set forth on **Exhibit A** attached hereto and incorporated by reference herein.

3. The estimated cost of the Project within the proposed Douglas and Broadway CID is $21,940,000.

4. The Project within the proposed Douglas and Broadway CID will be financed on a pay-as-you-go basis from revenues received from the imposition of a two percent (2%) CID Sales Tax up to a maximum amount of $2,560,000 within the proposed Douglas and Broadway CID.

5. A legal description of the proposed Douglas and Broadway CID is set forth in **Exhibit B** attached hereto and incorporated herein by reference. A map generally outlining the boundaries of the proposed Douglas and Broadway CID is attached hereto as **Exhibit C** and incorporated herein by reference.

6. The City Clerk shall give notice of the public hearing in accordance with the provisions of the Act by publishing this resolution at least once each week for two consecutive weeks in the newspaper and sending this resolution by certified mail to all owners. The second publication of this resolution shall occur at least seven days prior to the date of hearing and the certified mailed notice shall be sent at least ten days prior to the date of hearing.

ADOPTED by the Governing Body this 23rd day of August, 2011.

APPROVED and **SIGNED** by the Mayor the 23rd day of August, 2011.

CITY OF WICHITA, KANSAS

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

EXHIBIT A

PROJECT

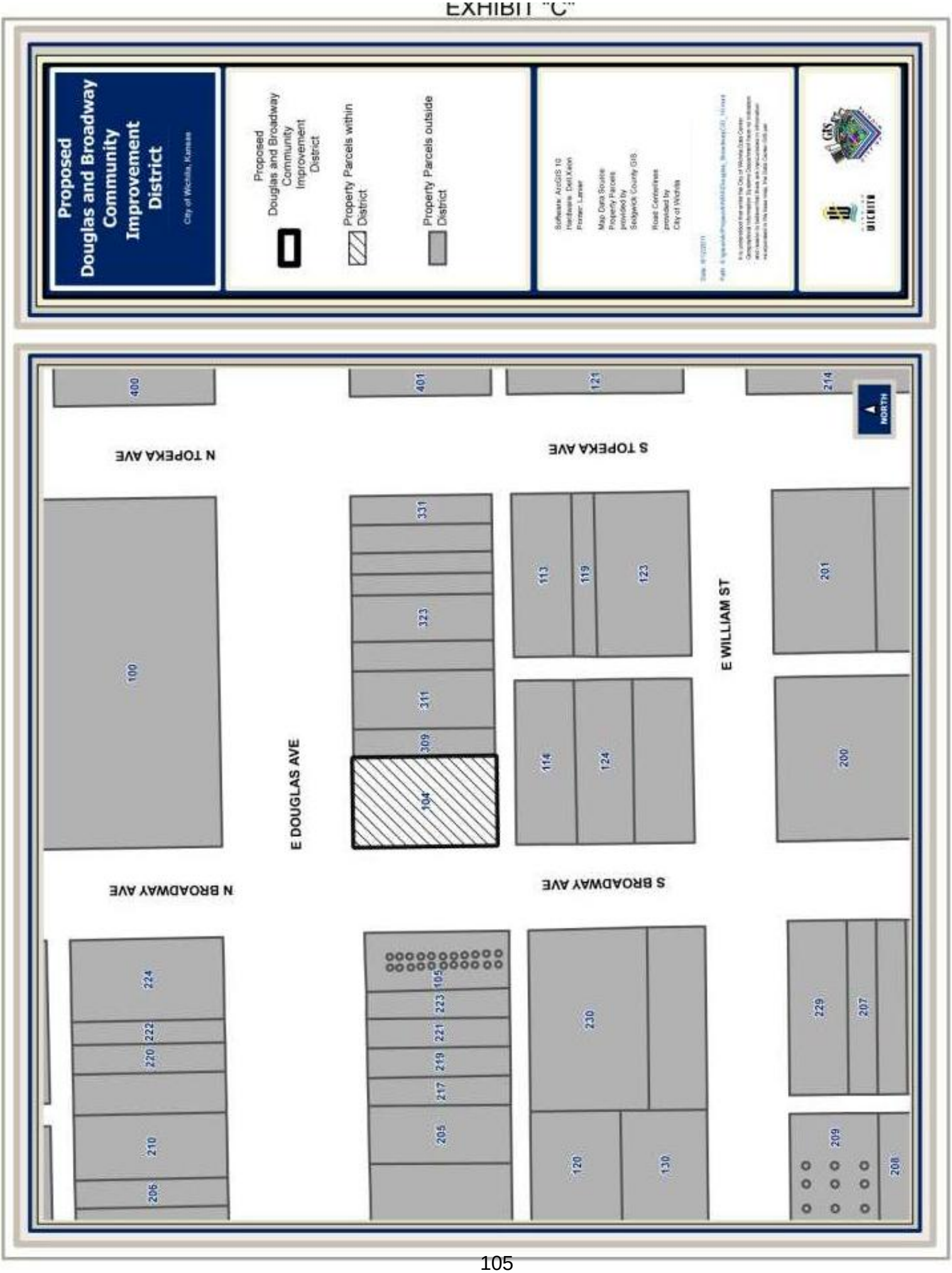
The general nature of the proposed projects (the "**Projects**") is to partially finance the construction, maintenance, and procurement of certain improvements, costs, and services within the District, for the rehabilitation and conversion of the Douglas Place building at 104 S. Broadway into an upscale boutique, including, but not limited to: land acquisition, infrastructure related items, streets, sidewalks, buildings, facilities, tenant improvements, water management and drainage related items, landscaping, lighting, art, water features and other cultural amenities, ongoing maintenance of the District, marketing, advertisement and economic development, cleaning and maintenance, and the City's administrative costs in establishing and maintaining the District, and any other items permitted to be financed within the District under the Act.

EXHIBIT B

LEGAL DESCRIPTION

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

EXHIBIT "C"


Proposed Douglas and Broadway Community Improvement District
City of Wichita, Kansas
Proposed Douglas and Broadway Community Improvement District
Property Parcels within District
Property Parcels outside District
Software: ArcGIS 10
Hardware: Dell Xeon
Plotter: Lanier
Map Data Source
Property Parcels provided by Sedgwick County GIS
Road Centerlines provided by City of Wichita
GIS
WICHITA
NORTH
N TOPEKA AVE
S TOPEKA AVE
E WILLIAM ST
E DOUGLAS AVE
N BROADWAY AVE
S BROADWAY AVE
400
401
121
214
100
331
323
311
309
104
113
119
123
114
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028001

First Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-213

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF PHASE 1 FACADE IMPROVEMENTS TO THE NINTH THROUGH FOURTEENTH STORIES OF 104 SOUTH BROADWAY AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS AVENUE, BROADWAY AVENUE AND PUBLIC RIGHT OF WAY SOUTH OF THE DESCRIBED BUILDING 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 CONSTRUCTING IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF PHASE 1 FACADE IMPROVEMENTS TO THE NINTH THROUGH FOURTEENTH STORIES OF 104 SOUTH BROADWAY AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS, BROADWAY AVENUE AND PUBLIC RIGHT OF WAY SOUTH OF THE DESCRIBED BUILDING IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Phase 1 Facade Improvements to the ninth through fourteenth stories of 104 S. Broadway abutting public ways, including Douglas Avenue, Broadway Avenue and public right of way south of the described building.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Six Hundred Eighty One Thousand Six Hundred Sixty Seven Dollars ($681,667).

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:

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

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 square foot basis.

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

SECTION 5. 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 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on September 13, 2011, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Construction of the above described improvement shall not begin until a notice to proceed has been issued by the City. The above described improvement shall be certified to be completed by the project architect of record prior to the commencement of construction on any additional phase of facade work at the above described location.

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 23rd day of August, 2011.

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

028001

First Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-215

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF PHASE 2 FACADE IMPROVEMENTS TO THE THIRD THROUGH EIGHTH STORIES OF 104 SOUTH BROADWAY AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS AVENUE, BROADWAY AVENUE AND PUBLIC RIGHT OF WAY SOUTH OF THE DESCRIBED BUILDING 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 CONSTRUCTING IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF PHASE 2 FACADE IMPROVEMENTS TO THE THIRD THROUGH EIGHTH STORIES OF 104 SOUTH BROADWAY AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS, BROADWAY AVENUE AND PUBLIC RIGHT OF WAY SOUTH OF THE DESCRIBED BUILDING IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Phase 2 Facade Improvements to the third through eighth stories of 104 S. Broadway abutting public ways, including Douglas Avenue, Broadway Avenue and public right of way south of the described building.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Six Hundred Eighty One Thousand Six Hundred Sixty Seven Dollars ($681,667).

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:

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

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 square foot basis.

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

SECTION 5. 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 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment

roll for the Improvements which shall set forth the proposed maximum assessment against each lot, piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on September 13, 2011, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Construction of the above described improvement shall not begin until a notice to proceed has been issued by the City. The above described improvement shall be certified to be completed by the project architect of record prior to the commencement of construction on any additional phase of facade work at the above described location.

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 23rd day of August, 2011.

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

028001

First Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-216

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF PHASE 3 FACADE IMPROVEMENTS TO THE FIRST AND SECOND STORIES OF 104 SOUTH BROADWAY AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS AVENUE, BROADWAY AVENUE AND PUBLIC RIGHT OF WAY SOUTH OF THE DESCRIBED BUILDING 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 CONSTRUCTING IMPROVEMENTS TO AREA WALLS ON PUBLIC WAY OR LAND ABUTTING PUBLIC WAYS CONSISTING OF PHASE 3 FACADE IMPROVEMENTS TO THE FIRST AND SECOND STORIES OF 104 SOUTH BROADWAY AVENUE THAT ABUTS PUBLIC WAYS, INCLUDING DOUGLAS, BROADWAY AVENUE AND PUBLIC RIGHT OF WAY SOUTH OF THE DESCRIBED BUILDING IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Phase 3 Facade Improvements to the first and second stories of 104 S. Broadway abutting public ways, including Douglas Avenue, Broadway Avenue and public right of way south of the described building.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Six Hundred Eighty One Thousand Six Hundred Sixty Six Dollars ($681,666).

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:

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

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 square foot basis.

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

SECTION 5. 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 6. The approved estimated cost of the Improvements is the estimated cost of the Improvements as set forth in this Resolution. The Finance Director shall prepare a proposed assessment roll for the Improvements which shall set forth the proposed maximum assessment against each lot,

piece or parcel of land within the improvement district for the Improvements in the manner set forth in this Resolution based on such estimated cost of the Improvements. The proposed assessment roll shall be maintained on file with the City Clerk and be open for public inspection. Following preparation of the proposed assessment roll, the Governing Body shall hold a public hearing on the proposed maximum assessments on September 13, 2011, or the first regularly scheduled City Council meeting thereafter after compliance with the notice provisions set forth in this paragraph. The City Clerk shall publish notice of the public hearing for the improvement district at least once not less than 10 days prior to the public hearing, and shall mail to the owner of the property liable to pay the assessments, at its last known post office address, a notice of the hearing and a statement of the maximum cost proposed to be assessed all in accordance with K.S.A. 12-6a09.

SECTION 7. Construction of the above described improvement shall not begin until a notice to proceed has been issued by the City. The above described improvement shall be certified to be completed by the project architect of record prior to the commencement of construction on any additional phase of facade work at the above described location.

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 23rd day of August, 2011.

By:_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary Rebenstorf, City Attorney

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

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

(a) That it is in the public interest to construct improvements to area walls on public way or land abutting public ways consisting of Phase 1 facade improvements to the ninth through fourteenth stories of 104 South Broadway that abuts public ways, including Douglas Avenue, Broadway Avenue and public right of way south of the described building**.**

(b) That the estimated and probable cost of the foregoing improvement being SIX HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED SIXTY SEVEN DOLLARS ($681,667), with 100 percent payable by the improvement district.

(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 stage 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 square foot basis.

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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

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

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

LEGAL DESCRIPTION	DATE

IMPROVEMENT DISTRICT

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

[SIGNATURES FOLLOW ON PAGES BELOW]

Douglas Place, LLC

By: _____
David Burk, Managing Member – Douglas Place, LLC

State of _____)
County of _____)

Signed or attested before me on _____ by _____, Managing Member, Douglas Place, LLC.

_____
Notary Public (Date)

(Seal)

My appointment expires: _____

CCC Investmnets, LLC

By: _____
David Burk, Managing Member – CCC Investments, LLC

State of _____)
County of _____)

Signed or attested before me on _____ by _____, Managing Member, CCC Investments, LLC.

_____
Notary Public (Date)

(Seal)

My appointment expires: _____

FACADE IMPROVEMENT PETITION

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

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

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

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

(a) That it is in the public interest to construct improvements to area walls on public way or land abutting public ways consisting of Phase 3 facade improvements to the first and second stories of 104 South Broadway that abuts public ways, including Douglas Avenue, Broadway Avenue and public right of way south of the described building**.**

(b) That the estimated and probable cost of the foregoing improvement being SIX HUNDRED EIGHTY ONE THOUSAND SIX HUNDRED SIXTY SIX DOLLARS ($681,666), with 100 percent payable by the improvement district.

(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 stage 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 square foot basis.

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

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

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

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

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

LEGAL DESCRIPTION	DATE

IMPROVEMENT DISTRICT

Lots 1, 3, and 5 on Douglas Avenue, N.A. English's Addition, City of Wichita, Sedgwick County, Kansas

[SIGNATURES FOLLOW ON PAGES BELOW]

Douglas Place, LLC

By: _____
David Burk, Managing Member – Douglas Place, LLC

State of _____)
County of _____)

Signed or attested before me on _____ by _____, Managing Member, Douglas Place, LLC.

_____
Notary Public (Date)

(Seal)

My appointment expires: _____

CCC Investmnets, LLC

By: _____
David Burk, Managing Member – CCC Investments, LLC

State of _____)
County of _____)

Signed or attested before me on _____ by _____, Managing Member, CCC Investments, LLC.

_____
Notary Public (Date)

(Seal)

My appointment expires: _____

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council Members

SUBJECT: General Obligation Sales Tax Improvement and Refunding Bond Sale

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: The City is planning to offer for sale one series of General Obligation Sales Tax (LST) Bonds (Series 2011A) in an approximate amount of $9,025,000 and one series of General Obligation Refunding Bonds (Series 2011B) in an approximate amount of $17,695,000. The public sale of the bonds is scheduled for 10:00 a.m. C.D.T. on September 20, 2011, at which time bids will be received and the City Council will award the sale of bonds to the bidders whose proposed interest rates result in the lowest overall cost to the City. A resolution declaring it necessary to issue General Obligation Sales Tax Bonds was adopted by the City Council on July 12, 2011, and as required, this resolution was published twice and the 30-day protest period has been satisfied.

State law stipulates that prior to the issuance of GO Sales Tax Bonds a Financial Feasibility Study must be prepared demonstrating that sufficient sales tax revenue will be available to meet debt service requirements. A Financial Feasibility Study was first prepared in 2002 and has been updated with each subsequent issuance of GO Local Sales Tax Bonds.

The City is also required to certify that if additional bonds are issued pledging sales tax revenues, that certain parity tests are met. One test requires the pledged revenues generated by the sales tax for a twelve (12) month period preceding the issuance of the bonds shall be in an amount equal to at least 110% of the total combined average annual debt service requirements for all ensuing years on the outstanding bonds and proposed parity bonds.

Analysis: The Series 2011A Bonds are being issued on a reimbursement basis to finance project costs previously incurred and will allow the continued reconstruction of Kellogg/US-54 to the east and west.

State and federal law permits local governments to issue refunding bonds which replace previously issued and currently outstanding bonds. If the bonds being refunded are not currently callable, they can only be refunded with “advance refunding” bonds. Tax-exempt bonds originally issued after the effective date of the 1986 Tax Reform Act can only be advance refunded once.

The Series 2011B Bonds will be issued to refund the General Obligation Refunding and Improvement Sales Tax Bonds, Series 2003B dated November 1, 2003, in the original principal amount of $48,855,000. City of Wichita Ordinance No. 45-922 authorized the issuance of the Series 2003B Bonds. The Series 2003B Bonds are not callable until October 1, 2013 and, therefore, are eligible for advance (crossover) refunding.

The October 1, 2014 through 2018 maturities of the Series 2003B LST Bonds will be refunded by the Series 2011B Bonds. Staff has investigated the savings potential from this refunding and has determined that significant savings in debt service costs can be obtained. Based on current market conditions, it is estimated that savings of approximately $1.2 million in debt service costs can be realized by the Local Sales Tax CIP Fund, with a present value of approximately $1.1 million on the advance refunding of the Series 2003B LST bonds.

Due to the complexities of the advance refunding, it is in the best interest of the City to utilize a financial advisor. The financial advisor will aid in the structure, timing, marketing, terms and verification of savings from the refunding on the sale date. Staff proposes the use of a financial consultant, Springsted Incorporated, to assist in the required refunding analysis and bond structuring. Springsted is the financial advisor to Sedgwick County, selected through a competitive selection process.

A minimum of thirty days notice of the City's intent to call the outstanding bonds prior to their stated maturities must be provided to all bond holders and Material Event Notices must be filed with the Electronic Municipal Market Access facility for municipal securities disclosure of the Municipal Securities Rulemaking Board.

Finance and Public Works staff have prepared and updated a Financial Feasibility Study, demonstrating the ability to meet the debt service parity requirements, as well as the continued development of the Kellogg corridor to the east and to the west.

Financial Considerations: The City of Wichita awards the sale of bonds to the bidder with the lowest true interest cost, or "TIC". Using TIC to calculate the bids, accounts for the time value of money. The TIC is the rate that will discount all future cash payments so that the sum of their present value will equal the bond proceeds. Further, using the TIC calculation can potentially result in a municipality saving money because TIC does not ignore the timing of interest payments.

The Series 2011A Bonds will mature serially over 15 years with principal maturities structured to produce level annual payments of principal and interest. The bonds will be callable in 2018 with a 1% call premium which declines annually thereafter by .5%. Debt service on the Series 2011A Bonds will be paid from the City's portion of funds derived from a one percent (1%) County-wide retailer's sales tax dedicated by Ordinance 41-815 to paying the costs of local road, highway and bridge improvements, including right-of-way acquisitions.

The Series 2011B Refunding Bonds will mature from the years 2014 through 2018, with principal maturities structured to produce level and positive savings in all future years. The Series 2011B Refunding Bonds will not be callable.

Goal Impact: This item impacts the Economic Vitality/Affordable Living and Internal Perspective Goals through the permanent financing of capital improvements and offering the City's debt obligations through competitive sale.

Legal Considerations: The Law Department has approved the Resolution authorizing the sale of the bonds and directing the publication and distribution of the Notice of Bond Sale (prepared by the City's Bond Counsel).

Recommendations/Actions: It is recommended the City Council approve the Financial Feasibility Study and adopt the resolution: 1) authorizing the sale of general obligation sales tax bonds and general obligation sales tax refunding bonds; 2) approving the distribution to prospective bidders of the Preliminary Official Statement, subject to such minor revisions as may be determined necessary by the Director of Finance and Bond Counsel; 3) finding that such Preliminary Official Statement is in a form "deemed final" for the purpose of the Securities Exchange Commission's Rule 15c2-12(b)(l), subject to revision, amendment and completion in the final Official Statement; 4) authorizing distribution of the Notice of Sale; and 5) authorizing City staff, in consultation with Bond Counsel to take such further action reasonably required to implement this Resolution.

Attachments: Financial Feasibility Study
Resolution
Official Notice of Sale

RESOLUTION NO. 11-208

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, AUTHORIZING THE PUBLIC SALE OF GENERAL OBLIGATION SALES TAX BONDS AND GENERAL OBLIGATION SALES TAX REFUNDING BONDS.

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

Section 1. The following obligations (collectively, the "Obligations") of the City of Wichita, Kansas (the "City"), shall be offered at competitive public sale on September 20, 2011, at 10:00 a.m., Central Daylight Saving Time, or at such other time and date approved by the Mayor that is the date of a City Council meeting:

Name of Obligation	**Series**	**Approximate Principal Amount**
General Obligation Sales Tax Bonds	2011A	$ 9,025,000
General Obligation Sales Tax Refunding Bonds	2011B	$17,695,000

Section 2. Bids for the purchase of each series of Obligations shall be accepted through the *PARITY* Electronic Bid Submission System until 10:00 a.m., Central Daylight Saving Time, and will at such time be read aloud and tabulated by City staff. The bids will be considered and each series of Obligations will be awarded to the respective best bidder by the Governing Body at their earliest convenience following the deadline for receipt of the bids on the date of sale; provided, however, that the sale of the Series 2011B Bonds issued to refund outstanding bonds shall be conditioned on receiving a net present value savings acceptable to the Governing Body.

Section 3. The City's Bond Counsel, Kutak Rock LLP "Bond Counsel"), in conjunction with City staff, are authorized to prepare a notice of sale and preliminary official statement in connection with the offering of the Obligations (the "Notice of Sale and Preliminary Official Statement") and appropriate officers of the City are authorized to provide the original purchaser of each series of Obligations with a certification to the effect that the City deems the information contained in the Preliminary Official Statement "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1) of the Securities Exchange Commission, and to take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable such original purchasers to comply with the requirement of such Rule**.**

Section 4. City staff is authorized and directed to give notice of the sale of the Obligations by making copies of the Notice of Sale and Preliminary Official Statement available to prospective purchasers of the Obligations.

Section 5. City staff, in consultation with Bond Counsel, is hereby authorized to take such further action reasonably required to implement this Resolution, including, but not limited to, providing, if needed, notice of outstanding bonds being redeemed and paid prior to their maturity with the proceeds of the Obligations and selecting an escrow trustee and a CPA firm for escrow verification.

Section 6. This Resolution shall be in full force and effect from and after its adoption.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, on August 23, 2011.

(Seal)

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:
By: _____
Gary E. Rebenstorf, Director of Law

CITY OF WICHITA, KANSAS
OFFICIAL NOTICE OF SALE

$9,025,000* GENERAL OBLIGATION SALES TAX BONDS, SERIES 2011A

AND

$17,695,000* GENERAL OBLIGATION SALES TAX REFUNDING BONDS, SERIES 2011B

(General Obligation Bonds Payable from Unlimited Ad Valorem Taxes)

Date, Time and Place of Receiving Bids

Bids will be received by the Director of Finance on behalf of the Governing Body of the City of Wichita, Kansas (the "City"), via *PARITY* electronic bid submission system ("*PARITY*"), until 10:00 a.m. (good faith deposits by 9:30 a.m. as described herein) Central Daylight Saving Time, on: **TUESDAY, SEPTEMBER 20, 2011** (the "Sale Date"), for the purchase of:

$9,025,000* principal amount of General Obligation Sales Tax Bonds, Series 2011A (the "Series 2011A Bonds"); and

$17,695,000* principal amount of General Obligation Sales Tax Refunding Bonds, Series 2011B (the "Series 2011B Bonds").

The Series 2011A Bonds and the Series 2011B Bonds are referred to herein collectively as the "Bonds." All bids shall be publicly read and tabulated on the date and at the time above indicated and all bids and the tabulations thereof shall thereafter be presented to the Governing Body of the City at their earliest convenience in the Council Chamber at City Hall. The Governing Body will thereupon award each series of Bonds to the respective best bidders.

Each series of Bonds shall be sold separately, and bidders may bid on any series of Bonds. No oral or auction bid for any series of Bonds shall be considered, and no bid for less than the entire principal amount of applicable series of Bonds shall be considered.

Description of Bonds

Series 2011A Bonds. The Series 2011A Bonds shall be issued in the aggregate principal amount of $9,025,000,* shall bear a Dated Date of October 1, 2011, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 2011A Bonds shall mature on October 1 in the years and principal amounts as follows:

* Subject to change.

Maturing October 1	Principal Amount*	Maturing October 1	Principal Amount*
2012	$450,000	2020	$615,000
2013	470,000	2021	640,000
2014	485,000	2022	670,000
2015	505,000	2023	695,000
2016	530,000	2024	720,000
2017	550,000	2025	750,000
2018	570,000	2026	780,000
2019	595,000		

The Series 2011A Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on April 1 and October 1 of each year, commencing April 1, 2012.

***Series 2011B Bonds*.** The Series 2011B Bonds shall be issued in the aggregate principal amount of $17,695,000*, shall bear a Dated Date of October 1, 2011, shall be issued in book-entry-only form, and individual purchases may be made in denominations of $5,000 or integral multiples thereof. The Series 2011B Bonds shall mature on October 1 in the years and principal amounts as follows:

Maturing October 1	Principal Amount*	Maturing October 1	Principal Amount*
2014	$3,500,000	2017	$3,570,000
2015	3,495,000	2018	3,625,000
2016	3,505,000		

The Series 2011B Bonds shall bear interest at the rates specified by the successful bidder, and interest shall be payable semiannually on April 1 and October 1 of each year, commencing April 1, 2012.

Principal Amounts Subject to Change. The City reserves the right to increase or decrease the total principal amount of any series of Bonds and the principal amount of any maturity in order to properly size a Bond issue including adjustments based on net bond proceeds received by the City as a result of any premium or discount bid. Adjustments, if required, will be made proportionately to each maturity as permitted by the authorized denominations of such series of Bonds. The successful bidder may not withdraw its bid or change the interest rates bid as a result of any changes made to the principal amount of a series of Bonds as described. If there is an adjustment in the final aggregate principal amount of a series of Bonds or the schedule of principal payments as described above, any premium or discount bid on the series of Bonds will be proportionately adjusted. At the request of the City, each successful bidder agrees to resize the applicable series of Bonds, adjust the premium or discount and provide a revised maturity schedule to the City promptly after receipt of notification of such a request by the City.

*Subject to change.

Redemption of Bonds

Series 2011A Bonds. The Series 2011A Bonds maturing in the years 2012 through 2019, inclusive, shall become due on their stated maturity dates without the option of prior payment. At the option of the City, the Bonds maturing October 1, 2019, and thereafter, may be called for redemption and payment prior to their respective maturities on and after October 1, 2018, in whole or in part, at any time. Bonds called for redemption and payment shall be redeemed at a price (expressed as a percentage of the principal amount) as follows, plus accrued interest to the date established for redemption and payment:

Redemption Dates (Inclusive)	Redemption Prices
October 1, 2018, through September 30, 2019	101.00%
October 1, 2019, through September 30, 2020	100.50%
October 1, 2020, and thereafter	100.00%

Series 2011B Bonds. The Series 2011B Bonds are not subject to optional redemption prior to their stated maturity dates.

Mandatory Redemption. A bidder may elect to have all or a portion of a series of Bonds scheduled to mature in consecutive years issued as term bonds (the "Term Bonds") scheduled to mature in the latest of those consecutive years and subject to mandatory redemption requirements consistent with the schedule of serial maturities set forth herein, subject to the following conditions for each series of Bonds: (a) not less than all Bonds of the same serial maturity shall be converted to Term Bonds with mandatory redemption requirements, (b) callable and noncallable serial maturities of the Bonds may not be combined in the same Term Bond maturity, and (c) a bidder must indicate the Term Bond election on the bid submitted.

General Redemption Provisions. If less than all of a series of outstanding Bonds are called for redemption on a specified date, the method of selection of the Bonds to be called shall be designated by the City in such equitable manner as it may determine. In the case of Bonds registered in denominations greater than $5,000, the City shall treat each $5,000 of face value as though it were a separate Bond in the denomination of $5,000.

Written notice of any call for redemption and payment of the Bonds shall be given by the Paying Agent by United States first class mail, not less than 30 days prior to the date established for such redemption and payment, to the Registered Owners of the Bonds called for redemption and payment as shown by the Registration Books maintained by the Bond Registrar.

Paying Agent and Bond Registrar

The Treasurer of the State of Kansas, Topeka, Kansas, has been designated as Paying Agent and Bond Registrar for the Bonds (hereinafter called the "Paying Agent"). The fees of the Paying Agent for the registration, transfer, exchange, payment and redemption, if any, of the Bonds shall be paid by the City. The City shall also pay for the printing of a reasonable supply of blank registered bond certificates for such purpose. Any additional costs or fees that might be

incurred in the secondary market, except the fees of the Paying Agent, shall be the responsibility of the Registered Owners of the Bonds.

Payment of Principal and Interest on Bonds; Ownership Registration

One certificate representing the entire principal amount of each maturity of each series of Bonds will be issued to The Depository Trust Company, New York, New York (hereafter called "DTC"), registered in the name of Cede & Co. (DTC's nominee), and will be immobilized in the custody of DTC. A book-entry-only system of issuance will be employed, evidencing ownership of the Bonds in the permitted $5,000 denominations, with transfers of ownership effected on the records of DTC and its Direct Participants pursuant to the rules and procedures established by DTC and its participants. Principal and interest on the Bonds will be paid in same-day funds to DTC or its nominee as the Registered Owner of the Bonds. DTC's practice is to credit Direct Participants' accounts on the payable date. Payments by Direct Participants to Beneficial Owners will be governed by standing instructions and customary practices. The City will not be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants. Reference is made to the Preliminary Official Statement for further information regarding the book-entry-only issuance of the Bonds.

Conditions of Bidding

General Bid Conditions. Individual proposals for the purchase of a series of Bonds shall be received bearing such rate or rates of interest as may be specified by the bidder, subject to the conditions of this paragraph. No bid for less than 100% of par value of the Series 2011A Bonds and 99.40% of the Series 2011B Bonds, plus accrued interest thereon from the Dated Date to the date of delivery, shall be considered, and no supplemental interest payments shall be authorized. Each bid must state (i) the total interest cost to the City during the life of the applicable series of Bonds on the basis of the bid, (ii) the premium, if any, or, for the Series 2011 Bonds, the discount, if any, offered by the bidder, (iii) the net interest cost to the City on the basis of the bid, and (iv) for each series of Bonds, the true interest cost (as hereinafter defined) on the basis of such bid. Each bid shall be certified by the bidder to be correct, and the Governing Body of the City shall be entitled to rely on such certificate of correctness.

Bond Bid Conditions. The same rate of interest shall apply to all Bonds of the same series having the same maturity date. Each interest rate specified shall be in an even multiple of 1/8th or 1/20th of 1%. *No interest rate specified for a series of the Bonds may be less than the interest rate specified for any prior maturity for such series of Bonds unless the interest rate bid for any maturity is not more than 1% lower than the highest interest rate specified for any preceding maturity for such series of Bonds.* The maximum stated rate of interest on any of the Bonds shall not exceed the daily yield for the ten-year treasury bonds published by *The Bond Buyer*, in New York, New York, on the Monday next preceding the date of the public sale, plus 6%.

Form and Submission of Bid; Good Faith Deposit

Bids must be submitted through the *PARITY* Electronic Bid Submission System ("*PARITY*"). To the extent any instructions or directions set forth in *PARITY* conflict with the

Official Notice of Sale, the terms of the Official Notice of Sale shall control. All bids must be received by the undersigned prior to 10:00 a.m., Central Daylight Saving Time (the "Submittal Hour") on August 16, 2011 (the "Sale Date"), accompanied by the applicable good faith deposit described below, which may be submitted separately, provided such good faith deposit is received by the City prior to the Submittal Hour on the Sale Date. The City shall not be responsible for any failure, misdirection or error in the means of transmission via *PARITY*. Bids submitted in accordance with this section and accepted by the City as provided below shall be binding obligations of the bidders. For further information about the electronic bidding services of *PARITY*, potential bidders may contact Ipreo, 1359 Broadway, 2nd Floor, New York, NY 10010, (212) 849-5021.

Good Faith Deposit

Each bid for the Bonds shall be accompanied by a good faith deposit in an amount equal to 2% of the principal amount of the series of Bonds for which the bid is submitted *(i.e.*, $180,500 for the Series 2011A Bonds and $353,900 for the Series 2011B Bonds). The good faith deposit must be in the form of (1) a certified or cashier's check drawn on a bank located in the United States of America, payable to the order of the City, (2) a Financial Surety Bond (as described below) payable to the order of the City or (3) a wire of Federal Reserve funds (as described below), immediately available for use by the City. If a bid is accepted, such good faith deposit shall be deposited by the City until the bidder shall have complied with all of the terms and conditions of this Notice and of its bid. In the event a bidder whose bid is accepted shall default in the performance of any of the terms and conditions of this Notice or of its bid, said bidder's good faith deposit shall be retained by the City for liquidated damages. If a bid is accepted, but the City shall fail to deliver the applicable Bonds to the bidder in accordance with the terms and conditions hereof, said good faith deposit amount shall be returned to the bidder. No interest shall be paid upon the successful bidder's good faith deposit. Checks representing the good faith deposit accompanying the bids of the unsuccessful bidders shall be promptly returned.

Certified or Cashier's Check Received By 9:30 a.m. If a certified or cashier's check is used for the good faith deposit, it must be received by the City by 9:30 a.m. Central Daylight Saving Time on the Sale Date by delivery to Ms. Catherine Gilley, Debt Coordinator, Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679.

Financial Surety Bond Received By 9:30 a.m. If a Financial Surety Bond is used for the good faith deposit, emailed (shenning@wichita.gov) notification of the surety bond must be received by Ms. Catherine Gilley, Debt Coordinator, by the insurance company issuing the surety bond by 9:30 a.m. Central Daylight Saving Time on the Sale Date. If a Financial Surety Bond is used for the good faith deposit, it must be from an insurance company licensed to issue such surety bond in the State of Kansas. Such surety bond must be submitted to the Director of Finance prior to the time that bids for the purchase of the applicable series of Bonds will be received. The Financial Surety Bond must identify each bidder whose good faith deposit is guaranteed by such Financial Surety Bond. If a series of Bonds is awarded to a bidder using a Financial Surety Bond, then that bidder is required to submit its good faith deposit to the City in the form of a

certified or cashier's check or wire transfer as instructed by the Director of Finance not later than 2:00 p.m., Central Daylight Saving Time, on the next business day following the award of applicable series of Bonds. If such check or wire transfer is not received by that time, the Financial Surety Bond will be drawn by the City to satisfy the good faith deposit requirement.

Wire Transfer Received By: 9:30 a.m. If a wire transfer of the good faith deposit is used, the wire transfer shall reference the applicable series of Bonds and shall be sent to the City for receipt by 9:30 a.m. Central Daylight Saving time on the Sale Date. Wire transfer instructions may be obtained by contacting:

Catherine Gilley
Debt Coordinator
455 North Main – 12th Floor
Wichita, Kansas 67202
316/268-4143
cgilley@wichita.gov

If a wire transfer of the good faith deposit is used, the wire transfer identification information shall reference the Bonds by including the following information which shall be completed by the bidder with the applicable series designation

Ref: City of Wichita, Kansas Good Faith Deposit, Series _____
[fill in appropriate Series designation]

Contemporaneously with such wire transfer, each bidder shall send an e-mail to shenning@wichita.gov and cgilley@wichita.gov including the following information: (i) indication that a wire transfer has been made; (ii) the amount of the wire transfer; (iii) the wire transfer federal reference number; (iv) the issue to which it applies; (v) the return wire instructions if such bidder is not awarded the Bonds to which the wire transfer applies, (vi) the name of the bidder for which the wire transfer is to be credited as a good faith deposit, and (vi) if the name of the bidder as shown on *PARITY* does not match the name shown as the beneficiary on the wire instructions, the email will also state that the bidder is identified by the beneficiary's name on the wire instructions.

Awarding of Bonds

Each series of Bonds will be sold separately and will be awarded to the responsible bidder offering to pay not less than amount specified for the Bonds under the "Conditions of Bidding" herein, and accrued interest thereon and specifying a rate or rates of interest that result in the lowest effective interest rate to the City. The effective interest rate to the City shall be the interest rate per annum determined on a per annum true interest cost ("TIC") basis by discounting the scheduled semiannual debt service payments of the City on the applicable series of Bonds (based on such rate or rates of interest so bid), to the Dated Date of such Bonds (based on a 360-day year), compounded semiannually and to the bid price, excluding accrued interest to the date of delivery. The City reserves the right to verify each bidder's calculation of TIC, and the award shall be made to the bidder whose proposal results in the lowest TIC calculated in

accordance with the provisions of this Notice. If two or more identical bids for the lowest TIC are received, the Governing Body shall determine which bid, if any, shall be accepted, and such determination shall be final. The Governing Body reserves the right to reject any and/or all bids, and to waive any irregularities in any bid submitted. The award of the Series 2011B Bonds is conditioned upon achieving interest cost saving that are acceptable to the Governing Body of the City.

Ratings

The City's outstanding general obligation bonds are rated "Aa1" by Moody's Investors Service, Inc. ("Moody's") and "AA+" by Standard & Poor's, a division of the McGraw-Hill Companies ("S&P"). The City has applied to both Moody's and S&P for ratings on the Bonds described herein. Any explanations of the significance of such ratings (as well as any positive or negative outlooks thereon or potential changes to any rating in the near future) should be obtained from S&P at 55 Water Street, New York, New York 10041 and Moody's at 7 World Trade Center at 250 Greenwich Street, New York, New York 10007. Generally, a rating agency bases its rating on the information and materials furnished to it and on investigations, studies and assumptions of its own. There is no assurance such ratings will continue for any given period of time or that such ratings will not be revised downward or withdrawn entirely by a rating agency if in its judgment circumstances so warrant. Any downward revision or withdrawal of any such ratings may have an adverse effect on the market price of the Bonds.

Bond Insurance

The City has not applied for any policy of municipal bond insurance with respect to the Bonds and will not pay the premium in connection with any policy of municipal bond insurance desired by the successful bidder. In the event a bidder desires to purchase and pay all costs associated with the issuance of a policy of municipal bond insurance in connection with the Bonds, such intent must be specified on the bid and the bid must be accompanied by a commitment from the selected insurer specifying all terms and conditions to which the City will be required to agree in connection with the issuance of such insurance policy. Such commitment shall be delivered to the office of the Department of Finance, located on the Twelfth Floor of City Hall, 455 North Main, Wichita, Kansas 67202-1679. The Governing Body specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest true interest cost to the City.

CUSIP Identification Numbers

The CUSIP Service Bureau will be requested to assign CUSIP identification numbers to the Bonds, and such numbers shall be printed on the Bonds; however, neither the failure to assign any such number to or print any such number on any Bond, nor any error with respect thereto, shall constitute cause for the failure or refusal by the successful bidder to accept delivery of and to make payment for the Bonds in accordance with the terms of this Notice and of its bid. All expenses in relation to the printing of the CUSIP numbers and the expenses of the CUSIP Service Bureau for the assignment thereof shall be the responsibility of and shall be paid for by the City.

Delivery of and Payment for Bonds

A single Bond per maturity, duly printed or typewritten, executed and registered in conformity with the laws of the State of Kansas, shall be furnished and delivered at the expense of the City to the successful bidder of each series of Bonds on or about October 6, 2011, by deposit of such Bonds with DTC. Payment for each series of Bonds shall be received by 12:00 noon, Central Daylight Saving Time, on the delivery date, in Federal Reserve funds immediately available for use by the City.

The successful bidder(s) shall be furnished with a certified Transcript of Proceedings evidencing the authorization and issuance of the applicable series of Bonds, and the usual closing proofs, which shall include a Certificate that there is no litigation pending or threatened at the time of the delivery of such series of Bonds affecting their validity and also regarding the completeness and accuracy of the Official Statement.

Official Statement

The Governing Body of the City has authorized and directed the preparation of a Preliminary Official Statement in connection with the issuance of the Bonds, copies of which may be obtained from the City's Department of Finance. The Preliminary Official Statement is in a form "deemed final" by the Governing Body for the purpose of the Securities Exchange Commission's Rule l5c2-12(b)(1), but is subject to revision, amendment and completion in the final Official Statement. Authorization is hereby given to redistribute this Official Notice of Sale and the Preliminary Official Statement, but this entire Official Notice of Sale and the entire Preliminary Official Statement, and not portions thereof, must be redistributed.

By awarding the Bonds to any bidder or bidding syndicate submitting a proposal therefor, the Governing Body agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which such Bonds are awarded, a reasonable number of copies of the final Official Statement. The City designates the senior managing underwriter of any syndicate to which such Bonds are awarded as agent for purposes of distributing copies of the final Official Statement to each participating underwriter. Any bidder delivering a proposal with respect to the Bonds agrees thereby that if such proposal is accepted (i) it shall accept such designation, and (ii) it shall enter into a contractual relationship with all participating underwriters of the Bonds for purposes of assuring the receipt by each such participating underwriter of the final Official Statement. Copies of the final Official Statement in excess of a reasonable number may be ordered by the successful bidder at its expense.

Continuing Disclosure

The City will agree in the applicable resolution of the City prescribing the terms of each series of Bonds to enter into an undertaking (the "Undertaking") for the benefit of the holders of the applicable series of Bonds to send to the Municipal Securities Rulemaking Board (the "MSRB") through the Electronic Municipal Market Access facility, or other applicable entity as required or permitted under Securities and Exchange Commission Rule 15c2-12 (the "Rule"),

certain financial information and operating data annually and to provide notice to the MSRB of certain events, pursuant to the requirements of the Rule.

Authority, Purpose and Security

The Bonds shall be issued under the authority of and pursuant to the provisions of the Constitution and laws of the State of Kansas, including K.S.A. 10-101 *et seq.*, as amended and supplemented. The Bonds shall be authorized by Ordinances to be adopted by the Governing Body. The Bonds and the interest thereon shall constitute general obligations of the City, and the full faith, credit and resources of the City will be pledged by the aforesaid Ordinances to the payment thereof. Reference is made to the City's Official Statement for a more extensive discussion of security for the Bonds.

The proceeds of the Series 2011A Bonds shall be used, together with other available funds, for the purpose of paying the costs constructing roads, highways and bridges in the City and the costs of issuance of the Series 2011A Bonds. The proceeds of the Series 2011B Bonds shall be used to refund the City's portion of the City's General Obligation Sales Tax Bonds, Series 2003B maturing in the years 2014 through 2018 and paying the costs of issuance of the Series 2011B Bonds. The Bonds and the interest thereon shall constitute general obligations of the City, and shall be payable as to both the principal of and the interest thereon from certain sales tax revenue ("Pledged Revenues"), as described in the Official Statement, and, if not so paid from ad valorem taxes which may be levied without limitation as to rate or amount upon all of the taxable tangible property located within the territorial limits of the City. The Bonds are on a parity with respect to the payment of the principal of and interest thereon from the Pledged Revenues with each other and with the City's outstanding General Obligation Refunding and Improvement Sales Tax Bonds, Series 2003B, General Obligation Sales Tax Bonds, Series 2007, General Obligation Sales Tax Refunding Bonds, Series 2009A, and General Obligation Sales Tax Refunding Bonds, Series 2010A, and any additional bonds issued on a parity therewith under the terms of the Ordinance.

Legal Opinion

All matters relating to the authorization and issuance of the Bonds are subject to the approving opinion of Kutak Rock LLP, Kansas City, Missouri, Bond Counsel. Bond Counsel's opinion shall be furnished without expense to the successful bidder(s) concurrently with delivery of the Bonds. All fees and expenses of Bond Counsel shall be paid by the City.

Tax Exemption

Exemption from State Tax. The interest on the Bonds is excludable from the computation of Kansas adjusted gross income and the Bonds are exempt from the tax imposed by Kansas counties, cities or townships upon the gross earnings derived from money, notes and other evidence of debt.

Exemption from Federal Tax. In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, interest on the Bonds is excludable from gross income for federal income tax purposes and is not a specific preference item for

purposes of the federal alternative minimum tax. The opinions described herein assume the accuracy of certain representations and compliance by the City with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Bonds. Failure to comply with such requirements could cause interest on applicable series of Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the applicable series of Bonds. The City has covenanted to comply with such requirements. Bond Counsel has expressed no opinion regarding other federal tax consequences arising with respect to the Bonds.

Notwithstanding Bond Counsel's opinion that the interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax, such interest will be included in adjusted current earnings of certain corporations, and such corporations are required to include in the calculation of alternative minimum taxable income 75% of the excess of such corporations' adjusted current earnings over their alternative minimum taxable income (determined without regard to such adjustment and prior to reduction for certain net operating losses).

Other Federal Tax Consequences. The accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the owners of the Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry obligations, should consult their tax advisors as to the tax consequences of purchasing or owning the applicable series of Bonds.

Not Bank-Qualified Obligations. The City has not designated the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Additional information regarding tax matters with respect to the Bonds is included in the Preliminary Official Statement.

Original Purchaser's Certificate

The successful bidder for each series of Bonds will be required to complete, execute and deliver to the City, prior to the delivery of the applicable series of Bonds, a certificate regarding the "issue price" of such Bonds (as defined in Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The certificate shall state that, as of September 20, 2011 (the Sale Date), the bidder reasonably expected to offer all of the Bonds of such series to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the prices set forth in such certificate (excluding accrued interest and expressed as dollar prices) and that all of the Bonds of such series have

actually been offered to the general public at such prices. Such certificate, however, may indicate that the successful bidder will not reoffer such Bonds for sale. The form of such certificate may be obtained from Bond Counsel prior to the sale date.

Assessed Valuation; Bonded Indebtedness

The City's equalized assessed tangible valuation for computation of bonded debt limitations is $3,537,184,604. The total outstanding general obligation bonded indebtedness of the City as of October 1, 2011, including the Bonds is $545,454,500. Proceeds of the Series 2011B Bonds will be used to retire $17,205,000 principal amount of the City's Series 2003B Bonds on the redemption date of the Series 2003B Bonds on October 1, 2013.

Additional Information

Additional information regarding the Bonds may be obtained from the Department of Finance, Twelfth Floor, City Hall, 455 North Main, Wichita, Kansas 67202-1679 (Ms. Catherine Gilley, Debt Coordinator, Telephone 316/268-4143, E-mail: cgilley@wichita.gov). To obtain a Preliminary Official Statement visit www.onlinemuni.com.

BY ORDER OF THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, ON AUGUST 23, 2011.

By: /s/ Carl Brewer, Mayor
Carl Brewer, Mayor

(Seal)

ATTEST:

By: /s/ Karen Sublett, City Clerk
Karen Sublett, City Clerk

GENERAL OBLIGATION LOCAL SALES TAX BONDS FINANCIAL FEASIBILITY STUDY

EXECUTIVE SUMMARY

The City previously issued General Obligation Local Sales Tax bonds -- $50 million in 1992, which matured in 2002; $25 million in 1996, with a $7.5 million remaining balance refunded in 2003; $46 million in 2002 with a $28,490,000 remaining balance refunded in 2009; $49 million in 2003; $36 million in 2004 with a $23,930,000 balance refunded in 2010; $40,500,000 in 2007 and $28.4 million in 2009. During the planning stage of the freeway construction project, it was projected that additional bond issues would be necessary to complete the project. A new Series 2011A bond issue in the principal amount of $9,025,000 is required to fund the existing projects. Additionally, a new Series 2011B bond issue in the principal amount of $17,695,000 is required to refund Series 2003B.

The City continues to issue general obligation bonds for project funding, with dedicated sales taxes as a pledged revenue source. In the event sales tax revenues are insufficient to pay debt service on a timely basis, the City is required to levy property taxes to ensure payment. The City has prepared this feasibility study to estimate the ongoing funding capacity of sales tax revenues to meet its intended commitments. This financial feasibility study is an update and revision of the previous 1992, 1996, 2002, 2004, 2007, 2009 and 2010 studies. The updated financial feasibility review demonstrates the following:

- The $392 million schedule of freeway, railroad corridor, bridge and arterial projects can be financed from the projected Federal, State, City (local sales tax) and other resources.
- Coverage of annual sales tax revenues to annual bond debt service payments will remain at 110% or higher during the period.
- Throughout the scheduled freeway construction program, the City will retain local capacity to provide matching funds for future federal/state highway funding.

BACKGROUND

The 1¢ County-wide Local Sales Tax was approved by voter referendum in 1985. The first full year of tax collections was 1986. Through 2010, the City has received approximately $918 million from the local sales tax. By ordinance, the City Council pledged to use one-half of the City's sales tax proceeds, which amounts to $459 million through 2010, for property tax relief. By the same ordinance, the remaining one-half of sales tax proceeds, plus interest income, was pledged for road, highway and bridge improvements and has been applied in the following manner:

Uses of Local Sales Tax Proceeds Pledged to Roadways
• Freeway design, right-of-way, and construction (Kellogg/US-54 and Northeast Expressway/K-96)
• Arterial/bridge projects
• Debt service and cash reserves for future project costs

To finance the freeway construction program, the City uses a combination of local sales tax cash, debt financing through bonds to be repaid from future local sales tax receipts and Federal highway funding. In addition to Federal support, State funding is an important component of the capital effort to upgrade major traffic roadways through the City.

The City of Wichita has spent over $500 million since 1986 to create 13 miles of 6-lane freeway through Wichita. Additional expansion will require additional funding from the State of Kansas. The City of Wichita proposes to provide a 10% match to complete the freeway on the east side to K-96, in conjunction with a proposed County match of 10% of the cost to improve the I-235 interchange.

FINANCIAL PROJECTIONS

Projected Future Local Sales Tax Capital Improvement Program Costs

The planned uses for the Local Sales Tax pledged to roadways continues past practice with the largest amount of tax proceeds dedicated to freeway improvements, coordinated with Federal and State funds, and a lesser amount used for local arterial/bridge enhancements. An ambitious capital program is planned for the period from 2011-2020. During this ten-year period, the Local Sales Tax Capital Improvement Program will expend $392 million from a combined City Local Sales Tax (LST), Federal/State grants and other contributions:

Projected 2011-2020 Local Sales Tax Capital Improvement Program (Millions of Dollars)	
East Kellogg/US-54	
LST	$ 69.8
Federal/State/Other	140.5
West Kellogg/US-54	
LST	21.3
Federal/State/Other	2.0
Railroad Corridor/Program	
LST	1.0
Federal/State/Other	.8
K-96	
LST	1.1
Federal/State/Other	10.1
Arterials/Bridges	
LST	145.0
Total	$391.6

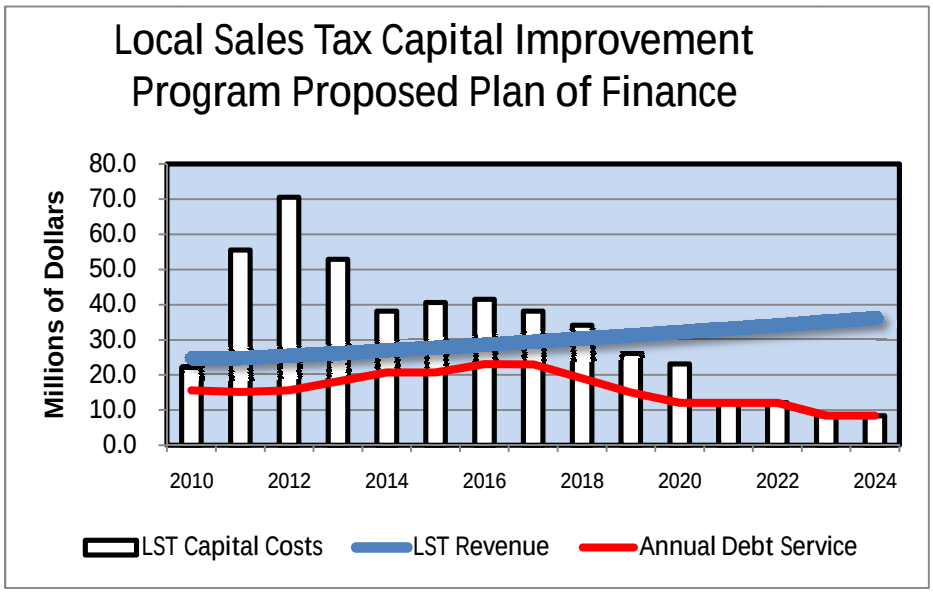
The detailed schedule of freeway project design, right-of-way and construction is shown as Exhibit A. Concluding in 2010, the Kellogg/US-54 corridor spans Rock Road on the east to Maize Road on the west and will comply with limited access freeway standards. The Kellogg project will continue through K-96 on the east and 167th Street West on the west, with right-of-way opportunity purchases and construction. A new bridge across the Floodway will be constructed in 2012 and completed in 2014. Additionally, $7 million a year increasing to $10 million a year will be expended from the Local Sales Tax for arterial road and bridge projects through 2020. To meet this construction schedule will require $238.2 million in funding through the City's Local Sales Tax. The financial projections in this report actually extend past 2020.

Proposed Local Sales Tax Capital Improvement Program Plan of Finance

An expenditure of $238.2 million over 10 years from the City's Local Sales Tax (LST) is not possible on a cash basis only. It will be necessary to use a combination of LST cash and issuance of General Obligation-Local Sales Tax bonds, with debt service payable from future year sales tax receipts. The City has used similar cash plus bonding

strategies in the past, including issuance of GO-LST bonds in 1992 (final pay-out in 2002), 1996 (refunded in 2003), 2002 (refunded in 2009), 2003, 2004 (refunded in 2010) and now in 2011.

The proposed plan of finance for the City costs associated with the freeway construction program, net of state, federal and other contributions, is shown in Exhibit C and the chart (next page). The proposed financial framework envisions a series of debt offerings, as needed, to supplement cash financing.



Since 2002, the structure for GO-LST bond offerings changed to 15-year bonds, level principal and interest payments, as a means to meet liquidity and bond coverage requirements (previous GO-LST bond issues were 10-year, level principal issues). This change in debt financing permits capital projects to proceed as scheduled, including annual cash funding of $7-$10 million for arterials until 2020. The Series 2011 GO-LST Bonds maintains the 15-year bonds, level principal and interest payments. The 2011B Refunding Bonds maintain the original maturity schedule as the refunded Series 2003 bonds, with final redemption in 2018.

Bond offerings tied to a dedicated revenue source typically include a coverage requirement. In accordance with existing bond covenants, the minimum general obligation coverage of 1.1 provides more than sufficient credit enhancement. Debt service coverage remains favorable throughout the multi-year period.

Fifteen-year bond financing remains a conservative fiscal strategy, while permitting a larger capital program. This financing also introduces greater inter-generational equity. Taxpayers in later years will pay for some of the cost for the freeway construction program from which they will also enjoy some of the benefits.

The proposed plan of finance emphasizes flexibility. Project funding will be done in a series of debt offerings so that borrowings are done only as needed to meet project costs. There will be a review of the financial feasibility supporting the construction program on an ongoing basis, and certainly in advance of each bond issue. Not all local sales tax resources are committed, allowing a margin in the event of variances in sales tax receipts. No front-end commitment is required for the entire multi-year financing strategy, even if a particular framework is preferred as a starting point.

CONCLUSION

The primary purpose of this financial feasibility study is to advise the governing body that the Local Sales Tax Fund can sustain debt service on the Series 2011A General Obligation Sales Tax Improvement Bonds and 2011B General Obligation Sales Tax Refunding Bonds. The study also confirms that, together with Federal, State and other participation, the City is well positioned to respond to an aggressive freeway construction program and to provide funds to supplement other resources for the local arterial/bridge capital effort. Finally, at the completion of the planned freeway construction program, the City, through its local sales tax, will have the capacity to undertake future infrastructure efforts if and when additional Federal, State or other participation is forthcoming.

Appendices

A – Roadway Construction Schedule, 2010-2020
B – Revenue Collections, Actual and Forecast, 1986-2024
C – Financial Forecast: Local Sales Tax Capital Improvement Program, 2011-2020

EXHIBIT A

LOCAL SALES TAX ROADWAY CONSTRUCTION SCHEDULE, 2011-2020 ($ MILLIONS)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	Total	Source
EAST KELLOGG												
Woodlawn												
LST	0.75										0.75	LST
Rock Road												
LST	0.5										0.5	LST
Webb												
LST	10.0	15.0	2.4	2.4	2.4						32.2	LST
STATE			10.0	25.0	29.8						64.8	STATE
Greenwich												
LST			5.0	5.0	7.5	7.5	4.15	4.15			33.3	LST
STATE							35.0	40.6			75.6	STATE
159th												
LST	0.1										0.1	LST
OTHER	0.1										0.1	OTHER
K-96 to 159th												
LST	3.0										3.0	LST
NON-FREEWAY												
RR Corridor												
LST	1.0										1.0	LST
Rail Program												
OTHER	0.8										0.8	OTHER
Floodway Bridge												
LST	5.0	30.0	15.0								50.0	LST
WEST KELLOGG												
111th/143rd												
LST	12.0	2.0	2.3								16.3	LST
143rd/167th												
LST						1.0	1.0	1.0	1.0	1.0	5.0	LST
I-235 and Kellogg Interchange												
Federal	1.0		1.0								2.0	F
ARTERIALS												
LST	7.0	8.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	95.0	LST
K-96												
K-96/Greenwich												
LST	1.0										1.0	LST
OTHER	1.5	8.4									9.9	OTHER
K-96/Hoover PH_I												
LST	0.05										0.05	LST
Noise Abatement K-96, I-235,												
FEDERAL	0.2										0.2	FEDERAL
GRAND TOTAL	44.0	63.4	45.7	42.4	49.7	18.5	50.2	55.8	11.0	11.0	391.64	All Funding Sources

Exhibit B
REVENUE COLLECTIONS, ACTUAL AND FORECAST, 1986-2024
(50% Allocated for Roadways)

Year	Actual	% Growth	Projected	% Growth
1986	$11,355,343			
1987	11,842,914	4.3%		
1988	12,460,318	5.2%		
1989	12,613,517	1.2%		
1990	13,152,267	4.3%		
1991	13,371,452	1.7%		
1992	14,381,675	7.6%		
1993	15,813,633	9.9%		
1994	16,345,810	3.4%		
1995	16,591,795	1.5%		
1996	16,746,120	.9%		
1997	17,679,705	5.6%		
1998	19,564,907	10.7%		
1999	19,118,787	-2.3%		
2000	18,889,441	-1.2%		
2001	20,093,593	6.4%		
2002	20,476,052	1.9%		
2003	19,867,702	-3.0%		
2004	22,369,484	12.6%		
2005	22,590,482	9.9%		
2006	23,852,273	5.6%		
2007	24,627,843	3.3%		
2008	25,762,602	4.4%		
2009	24,722,106	-4.0%		
2010	24,739,904	0.0%		
2011			24,748,717	2.7%
2012			25,412,487	3.0%
2013			26,174,864	3.0%
2014			26,960,110	3.0%
2015			27,768,913	3.0%
2016			28,601,981	3.0%
2017			29,460,040	3.0%
2018			30,343,841	3.0%
2019			31,254,156	3.0%
2020			32,191,781	3.0%
2021			33,157,535	3.0%
2022			34,152,261	3.0%
2023			35,176,828	3.0%
2024			36,232,133	3.0%

NOTE: The average rate of actual growth for the City's local sales tax revenues through 2009 is 3.87% annually. The annual forecast of 2.5% onward is a moderate and prudent estimate.

SALES TAX COLLECTIONS

(By standard Industrial classification, NASIC, code for 2010)

Agriculture, Forestry, Fishing and Hunting	0.08%
Mining	0.07%
Utilities	7.93%
Construction	2.46%
Manufacturing	2.03%
Wholesale Trade	4.48%
Retail Trade	58.05%
Transportation and Warehousing	0.35%
Information	6.45%
Finance and Insurance	0.18%
Real Estate and Rental and Leasing	1.62%
Professional and Technical Services	0.72%
Management of Companies and Enterprises	0.03%
Administrative and Waste Services	1.28%
Educational Services	0.18%
Health Care and Social Assistance	0.25%
Arts, Entertainment, and Recreation	0.78%
Accommodation and Food Services	10.08%
Other Services (except Public Administration)	2.80%
Public Administration	0.01%
Unclassified Establishments	0.16%
	100.00%

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Exhibit C

LOCAL SALES TAX CAPITAL IMPROVEMENT PROGRAM
FINANCIAL FORECAST

(Millions of Dollars)

	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Beginning cash	$29.4	$26.6	$20.9	$26.8	$14.4	$15.3	$2.0	$8.0	$2.5	$5.8	$12.9	$31.9	$52.0	$76.7
Revenues														
Local Sales Tax	24.7	25.4	26.1	26.9	27.7	28.6	29.4	30.3	31.2	32.1	33.1	34.1	35.1	36.2
New Notes/Bonds	10.0	40.0	30.0	0.0	15.0	0.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Refunding Bonds	18.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Interest	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total	52.7	65.4	56.1	26.9	42.7	28.6	44.4	30.3	31.2	32.1	33.1	34.1	35.1	36.2
Expenditures														
Outstanding Notes														
Debt, 2003 Bonds	4.0	4.2												
Debt, 2007 Bonds	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7	3.7		
Debt, 2009A Bonds	4.1	4.1	4.1	4.0	4.0	4.0	4.0							
Debt, 2010A Bonds	3.3	3.1	3.0	3.0	3.0	3.0	2.9	2.9	2.9					
Debt, 2011B Bonds				3.7	3.7	3.7	3.7	3.7						
Debt, 2011A Bonds		0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9	0.9
Debt, 2012 Bonds			3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8	3.8
Debt, 2013 Bonds				2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8	2.8
Debt, 2015 Bonds						1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4	1.4
Debt, 2017 Bonds								1.4	1.4	1.4	1.4	1.4	1.4	1.4
Subtotal Debt	15.1	16.0	15.5	21.9	21.9	23.3	23.2	20.6	16.9	14.0	14.0	14.0	10.3	10.3
Coverage Ratio	1.63	1.54	1.64	1.19	1.23	1.19	1.23	1.42	1.79	2.22	2.29	2.36	3.30	3.39
East Kellogg														
Woodlawn/Rock	1.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Webb	10.0	15.0	2.4	2.4	2.4	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Greenwich	0.0	0.0	5.0	5.0	7.5	7.5	4.2	4.2	0.0	0.0	0.0	0.0	0.0	0.0
K96 -159th	3.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
127th/159th	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Railroad Corridor	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Floodway Bridge	5.0	30.0	15.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
West Kellogg														
111th/143rd	12.0	2.0	2.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
143rd/167th	0.0	0.0	0.0	0.0	0.0	1.0	1.0	1.0	1.0	1.0	0.0	0.0	0.0	0.0
K-96														
Greenwich	1.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Hoover	0.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Arterials	7.0	8.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	10.0	0.0	0.0	0.0	0.0
Subtotal Roads	40.4	55.0	34.7	17.4	19.9	18.5	15.2	15.2	11.0	11.0	-	-	-	-
Total	55.5	71.0	50.2	39.3	41.8	41.8	38.4	35.8	27.9	25.0	14.0	14.0	10.3	10.3
Ending cash	$26.6	$20.9	$26.8	$14.4	$15.3	$2.0	$8.0	$2.5	$5.8	$12.9	$31.9	$52.0	$76.7	$102.6

Assumptions

1. Local Sales Tax revenue projections are based on 2010 Budget plus annual growth of:	3.00%
2. Earnings on average cash balances are based on an investment pool interest rate of:	0.00%
3. Future bond issues are projected to be GO/LST bonds, 15 year level P&I with TIC of:	4.50%
4. Debt financed expenses are noted in the first year (prior to bonding) at note interest of:	2.00%

5. Expenditures are based on bond debt schedules plus capital project estimates from Public Works staff.

Differences due to rounding errors.

Agenda Item No. II-12

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution - Art 4 Life Block Party (District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for the Art 4 Life Block Party, scheduled for Friday, September 30, 2011 from 6:00 pm – 10:00 pm. In accordance with Sections 3.11.065(d) and 3.11.150(a) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. Upon review of the community event application for this event, a copy of which is attached hereto, and upon consideration of the factors set forth in Sections 3.11.080 and 3.11.150(b) of the code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Sections 3.11.080 and 3.11.150(b) of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: The Resolution has been prepared and approved by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Resolution.

Attachments: Resolution and Community Event Application for the Art 4 Life Block Party.

RESOLUTION NO. 11-209

A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR ON PUBLIC STREETS DURING THE ART 4 LIFE BLOCK PARTY

WHEREAS, the City Council has approved as a community event , the Art 4 Life Block Party, to occur on September 30, 2011.

WHEREAS, the City Council has approved Commerce Street, from Waterman Street to Lewis Street to be closed to vehicular traffic for such event from 6:00 p.m. to 10:00 p.m. on September 30, 2011.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Art 4 Life Block Party has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Sections 3.11.065(d) and 3.11.150(a) of the Code of the City of Wichita, and in consideration of the factors set forth in Sections 3.11.080 and 3.11.150(b) of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on the city streets, sidewalks and public right of ways which are located within the designated event area of the Art 4 Life Block Party, to occur on September 30, 2011.

ADOPTED by the governing body of the City of Wichita, Kansas, this 23nd day of August, 2011.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett
City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

8/4/2011

CITY OF WICHITA

COMMUNITY EVENT APPLICATION
and Temporary Entertainment District Application

Applications and applicable fees must be submitted to:
Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:
The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property. *Excludes invitation only events taking place on private property.*
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:
The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee ($25 - non refundable) made payable to City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining placement of alcohol point of sale, barricade locations, exit location, portables, trash, signage, etc.
- Street closure request defining traffic flow.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 8-8-11

Event Title: Art 4 Life Block Party

Event Date(s)/Time: Sept 30, 2011 6:00 - 10:00

Event Address for Permit: 414 S. Commerce, Wichita

8/4/2011

CITY OF WICHITA

Property *(Circle all that apply):* **PUBLIC** **PARK** **PRIVATE**

Event Promoter Name: Joseph E. Schlimm

Address: P.O. Box 48445, Wichita, KS 67201

Phone: (316) 721-5727 **Mobile:**(316) 655-1091

E-mail: JOE8600@AOL.COM

Will Alcoholic Liquor or CMB be sold and/or served? (*Circle one*): **YES** *or* **NO**

Onsite Alcohol Supervisor Name: Joseph Schlimm

Address: P.O. Box 48445, Wichita, KS 67201

Phone: (____) _____ **Mobile:**(316) 655-1091

E-mail: Joe8600@aol.com

Type of Event – (*Circle all that apply)*

Animal Exhibition **Carnival** **Circus** **Concert** **Dance** **Fireworks** **Live Entertainment** **Parade**
Temporary Amusement Rides **Walk/Run/Marathon** **Street Closure**
Other_____

Attendance: *(circle one)* **Public** *or* **Private/Invitation Only**

Estimated Attendance: 500

Number of participants in previous years: 300
(If applicable)

8/4/2011

CITY OF WICHITA

Will admission be charged? No
(If yes, what amount?)

Is this event a fundraiser? YES
(If yes, for what organization?)

Description of Event:
Fundraiser for Positive Directions on Final Friday before Art Aid

Street Closure Requested *(Circle One)*: **YES** or **NO**

Date(s)/Time/Location of Street Closures:
9-30-11 From 5:00 PM - 10:30
Commerce St. Between Waterman and Lewis Streets

I, Joseph E. Schlimm, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

J. Schlimm — 8-8-11
Signature of Event Applicant — Date

Organization/Event

City of Wichita Representative — Date

CITY OF WICHITA

Requirements: Based on the event factors, the city's regulation formula will determine the need and number of certified law enforcement officers required for street closures. The event sponsor and/or applicant is responsible for all cost associated with the event.

- Number of participants
- Number of past participants
- Use of alcohol
- Time and duration
- Location
- Number and specific streets requested for closure

Sale and/or Consumption of Alcoholic Liquor or CMB: A CMB license (allowing sale and/or consumption of CMB) or a **Temporary Permit (allowing the sale and/or consumption of Alcoholic Liquor) **MUST** be approved by the City Council.

Permit specifications include:

- No more than 3 consecutive days.
- No more than 4 events annually to the same applicant.
- No sales between the hours of midnight and 6:00 a.m. for CMB.
- No sales between the hours of 2:00 a.m. and 9:00 a.m. for Alcoholic Liquor.
- No sales or consumption of Alcoholic Liquor or CMB upon public streets or rights-of-way unless approved by the City Council pursuant to the establishment of a Temporary Entertainment District (TED) as defined in Section 3.11.010(h) of the City Code. Streets must be closed to vehicular traffic.
- Specific area designated for point of sale of CMB or Alcoholic Liquor must be defined on a site plan.
- **Applicant Must comply with all provisions of Section 3.11.065 of the City Code for sale of BOTH CMB and Alcoholic liquor**
- **Sale of CMB, must also comply with Section 4.12.215 of the City Code regarding lighting and fencing of outdoor areas**

**** Sale of Alcoholic Liquor is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control (ABC) AND the City of Wichita. A copy of BOTH permits shall be posted along with the site plan at the event and shall be available for inspection upon request by any law enforcement officer or any officer or agent of the ABC Division Director. Sale and consumption of Alcoholic Liquor may be handled by a licensed Caterer in some situations, such as events on private property or upon public property that has been exempted pursuant to Section 4.04.045 of the City code, and which does NOT include city streets, sidewalks or alleys.**

Sale and/or consumption of Alcoholic Liquor upon public streets and sidewalks is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control AND the City of Wichita, AND when a TEMPORARY ENTERTAINMENT DISTRICT (TED) designation has been approved by the City Council. Alcoholic Liquor may NOT be sold on the premises of a TED by a Caterer.

COMMUNITY EVENT CHECKLIST
and Temporary Entertainment District Checklist

Checklist must accompany Application and applicable fees and mail to:

Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.
The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

__✓__ **1. Certificate of Insurance - Must accompany initial application** - SEE ATTACHED
The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of $500,000 public liability insurance and $50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

__✓__ **2. Site Plan – Must accompany initial application** SEE ATTACHED
A Site Map/Plan and Event Notice **must be attached to application.** The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

__✓__ **3. Security Requirements – Minimum 15 day approval process**
Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

JEL **4. Traffic Flow Plan (Section 3.11.150) – Must accompany initial application**
The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.
Only temporary street markings are allowed and must be removed immediately upon completion of the event.

JEL **5. Trash Receptacles – Minimum 15 day approval process**
The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

JEL **6. Portable Restrooms – Minimum 15 day approval process**
The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience.** Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

NA **7. Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process**
Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application**.

NA **8. Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process**
Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application**.

JH **9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process**
The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *"Business"* tab at the top of the Home Page then click on "City of Wichita License Applications" to locate Liquor License and/or CMB license application.

JH **10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process**
The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. **Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.**

NA **11. Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process**
A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.
If a Tent Permit is required , the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

NA **12. Parade (Chapter 3.13.020) – Minimum 10 day approval process**
Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

NA **13. Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process**
Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

NA **14. Fireworks License – (Chapter 15.0) Minimum 30 day approval process**
Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

NA **15. Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.**
Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

16. Event Times - (Municipal Code Section 3.11.155)
Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

17. Noise Level – (Chapter 7.41)
The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

18. Miscellaneous
No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.

Signature of Event Applicant — Date: 8-8-11

ART 4 LIFE BLOCK PARTY
Organization/Event

City of Wichita Representative — Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/8/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
United Insurance Group
205 N. Main
PO Box 527
Cheney KS 67025-0992

CONTACT NAME: Katherine Brier
PHONE (A/C, No, Ext): (316) 540-3600 FAX (A/C, No): (316) 540-3784
E-MAIL ADDRESS: kbrier@unitedinsgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Mount Vernon Fire Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Joseph Schlimm, DBA: The Bar is Open
217 N. Prescott Cr.
Wichita KS 67212

COVERAGES CERTIFICATE NUMBER: CL118800476 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		CL2340085C	11/13/2010	11/13/2011	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Liquor Liability			CL2333836D	7/12/2011	7/12/2012	Each Occurrence	$1,000,000
							General Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder is named as Additional Insured as respects their interest.

CERTIFICATE HOLDER

858-7960

City of Wichita
Connie Clark

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Kathy D.

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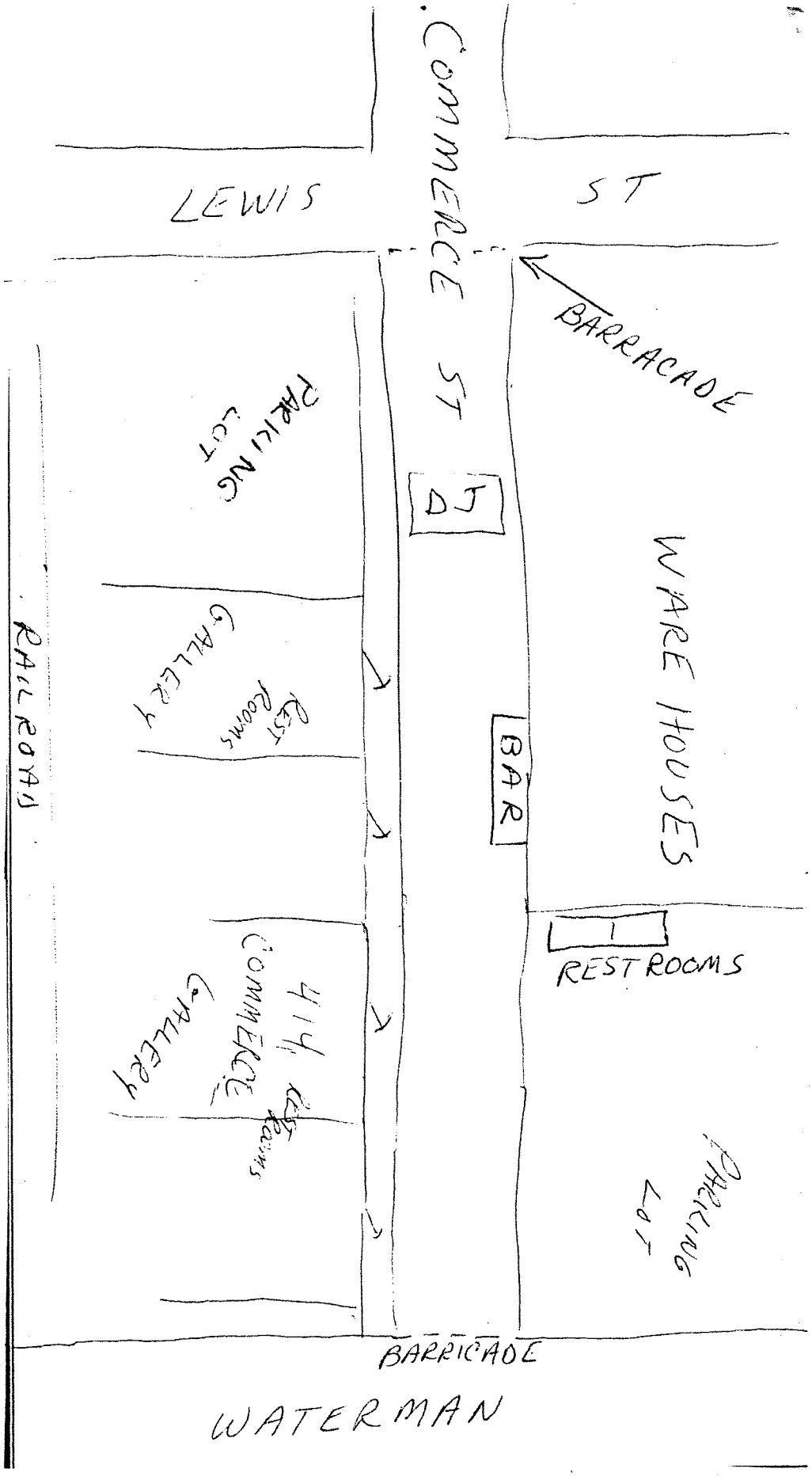
COMMERCE ST
LEWIS ST
BARRACADE
PARKING LOT
DJ
WARE HOUSES
RAILROAD
GALLERY
REST ROOMS
BAR
1
REST ROOMS
414 COMMERCE
GALLERY
REST ROOMS
PARKING LOT
BARRICADE
WATERMAN

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Interdepartmental Development Tracking System Software Replacement Project

INITIATED BY: IT/IS

AGENDA: Consent

Recommendation: Approve the contract to encumber the contingency of $50,000 for the Hansen Mobile product owned by Infor Global Solutions (Infor).

Background: On April 21, 2009, the City Council authorized the replacement of the current development, permitting and licensing software system (Tidemark) with the Hansen Community Development and Regulation software by signing a contract with Infor. All funding was approved (Total Funding - $1,089,350) and $939,373 has been encumbered to date ($939,373 to Hansen for software and professional services; $55,400 to Selectron for IVR; $33,978.84 to Dell for Hardware).

City (IT/IS) Equipment Replacement Fund (ERF)		$ 400,000
City ERF Loan		689,350
	Total Funding	$1,089,350
	Encumbered to Date	$1,028,752
	Unencumbered Funds	$ 60,598

Analysis: IT/IS has been working with the Office of Central Inspection (OCI), Planning department, Public Works, and Express Office in the development and configuration of the Hansen system ($80,000 allocated as part of the encumbered $939,373 amount). When the original contract for Mobile Services was signed, it included 5 applications identified for Mobile usage. Now that all of the back office (Hansen core) has been developed and configured, forty-two applications have been identified as Mobile Services candidates.

Infor, IT/IS, and OCI have agreed that the forty-two applications would deliver a holistic solution to all cases encountered by inspectors in the field to complete their jobs efficiently, and effectively. Infor has agreed to do the remaining applications for $50,000 to bring this project to a successful implementation.

Financial Consideration: The $50,000 is included in the total amount of funding approved by the City Council on April 21, 2009 and the project budget has the unencumbered funds.

Goal Impact: This project addresses the Internal Perspective goal by influencing the following indicators: Improve Technology Efficiencies and Increase Productivity.

Legal Considerations: The Addendum to the contract has been reviewed and approved by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the contract with Infor Global Solutions for the Hansen Mobile Solutions and authorize the necessary signatures.

Attachments: April 21, 2009 Agenda Report and Infor contract.

This Services Work Order ("Work Order" or "SWO") is subject to all terms and conditions of the Software Services Agreement between Hansen Information Technologies, an Infor Company ("Infor") and City of Wichita, Kansas ("Licensee") with an Effective Date of May 27, 2009 (the "Services Agreement"). All terms of the Services Agreement are incorporated herein by this reference. Capitalized terms not defined in this Work Order are defined in the Services Agreement. In the event of a conflict, the terms of this Work Order control over the terms of the Services Agreement.

Effective date of this Work Order:_____ Work Order Number: WKS.SWO.0005

Prepared By: Mimi Riggins Approved By: Tim Newell

Project Name:	HMS for CDR
Objective:	Configure and install custom field pages for Mobile

Project Scope

Infor will provide professional services to assist in configuration of Hansen Mobile.

- Development of:
- 27 Read Only Field Pages
- 26 Editable Field Pages
- 9 Grid Field Pages
- Supervisor Roles - Create a new Supervisor permissions field that will allow access to the printing functionality for notices. The remaining modules in the supervisor will be read only.
- Multi Result Add the ability on a single permit to "Pass All" inspections associated with that permit. There will be a single result applied to all inspections under the permit number.
- Email Field Notices The HMS server will automatically e-mail the inspection notice to the contact selected from the drop down in the Inspection Notice section after a Daily Sync is performed. There is no manual entry of an e-mail address available.
- Autosync modification The client will be modified to automatically take the user to the notice creation screen when they have finished their inspection result. At this point the notice will be found during the Autosync feature if the Inspector attaches a notice. Otherwise autosync will not send out the inspection notice.

Project Deliverables

Provide resources with experience in Hansen Mobile configuration.

Project Assumptions

A single implementation with one server and one UI configuration. While different inspector groups will be using different data subsets, this implementation assumes that all terminology, work flow, and screen views (except Field Pages) will be consistent across the entire HMS for CDR deployment.

Project Environment Requirements

- Licensee will create a dedicated environment
- Licensee will provide VPN access for Infor to remotely connect to the instance.

Timeliness and Access

- Infor and Licensee shall provide resources at the level necessary to perform the tasks and responsibilities as defined in the Project Schedule/worksheet to be developed with the project managers.
- Appropriate subject matter experts will be available for Q&A with reasonable notice and will have adequate knowledge of the process to provide definitive answers regarding the process and associated business rules.
- Process owners (e.g. department heads, managers, supervisors) will be available with reasonable notice to confirm and validate Q&A as needed. In the event questions arise regarding the correct policy or process, the question will be resolved within 2 Licensee's business days with a definitive answer from an appropriate "authority" within the Licensee's organization.
- Licensee's personnel will attend and be on time for all scheduled process interviews, technical "side bars," question resolution sessions and "sign-off" meetings. Licensee's personnel will remain available throughout the scheduled time period.
- Infor personnel will have regular access to Licensee's PCs that are suitable for performing the necessary operations of the documentation and configuration process. Licensee's PC should have access to MS office and have the ability to access the software.
- Licensee will provide personnel that are experienced with databases and server setup.

Travel and expense

- Travel and expense are not included in the rates or estimate fees stated herein

Project Exclusions

Specific project exclusions include but are not limited to:

- Creation of site specific user and training documentation is the responsibility of Licensee.
- Infor shall not be held liable for any system deficiencies or errors which result from the action(s) of the Licensee. Any additional work performed under the auspices of system remediation shall be defined and billed on a Time & Materials basis.
- There will be no statement of work (SOW) associated with this engagement.
- Any work efforts not specifically included in this Work Order are specifically excluded and will require a change order.

Infor Responsibilities

- Infor will provide expertise and guidance to configure additional field pages for HMS mobile.
- The PM for Infor will manage personnel.

Licensee Responsibilities

- Licensee is responsible fo testing and approving the new configuration.
- Licensee will retain overall responsibility for this project and is responsible for data quality and data integrity.
- Licensee will provide knowledgeable and competent user personnel who can participate in the project and is committed to providing the necessary resources
- Licensee will assign a project leader to this Work Order.
- The Licensee project leader will serve as the Licensee's overall point of contact concerning this services effort for Infor.
- The Licensee project leader will ensure tasks assigned to Licensee staff are performed and completed on a timely basis.
- Licensee will provide access to the test and production instance.

Services Fee Estimates

Resource/Activity/Task	Estimated Days	Daily Rate (US$)	Estimated Fee (US$)
Technical Consultant	25 Days	$2,000.00	$50,000.00
			$
			$
			$
Total*			**$50,000.00**
		CURRENCY:	**US DOLLARS**

***All amounts are in US Dollars unless otherwise specified**

Estimated time and costs listed in this Work Order represent an estimate only. Actual project time and cost may vary from the estimates provided. Where a substantial variation from this Work Order is foreseen, both parties must agree in writing to the additional work and amend this Work Order accordingly. All services are provided on a time and materials basis and are billed monthly. Billing and payment are not dependent or conditioned on delivery of deliverables contemplated herein or any other deliverables. Travel and living expenses are not included in the rates or estimated fees stated herein. Such travel and living expenses are in addition to such fees. Travel time to and from Licensee's site will be billed at $90 per hour. Overtime rates of 150% of the quoted rate apply for after hours and weekend work. "After hours work" is defined as services performed between 8:00 p.m. and 6:00 a.m. "Weekend work" is defined as services performed between 8:00 p.m. Friday and 6:00 a.m. Monday. Holiday rates of 200% of the quoted rate apply for all holiday work.

LOCATIONS: Services may be provided at the facilities of Infor or its Contractors, or at the Licensee sites listed below. A minimum of ½ day (4 hours) will be charged for all work at the Licensee's facilities. Remote services provided via phone, facsimile or remote access to Licensee's site will be charged at the standard hourly rate.

PAYMENT: Infor will invoice Licensee for all services and applicable charges on a monthly basis, as Infor renders the services or Licensee incurs the charges, as applicable. Services fees related to training are payable in advance, and Licensee will be invoiced by Infor for such training upon receipt of this Work Order. Licensee will pay each Infor invoice within fifteen (15) days of the date of invoice.

THE PARTIES have executed this Work Order through the signatures of their respective authorized representatives.

Hansen Information Technologies]

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

LICENSEE: City of Wichita, Kansas

Signature: _____

Printed Name: _____

Title: _____

Address: _____

Address: _____

Signature Date: _____

Invoices MUST be mailed to: PLEASE COMPLETE ALL INFORMATION [i] IN THIS BLOCK

Company Name: City of Wichita, Kansas

Address:455 North Main
Address: Wichita, KS 67202

Phone:

Email Address: JSchurr@wichita.gov

Contact for this project if different from above:

Printed Name: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Email Address: _____

Licensee Site Addresses:

_____ _____ _____

_____ _____ _____

SERVICES ENGAGEMENT SET UP – INTERNAL USE ONLY	
Engagement Manager:	
CLARITY USERS	
Time Approver:	**Alternate Approver:**
Item Class:	**Product:**
CHANGEPOINT USERS	
Expense & Alternate Approver:	
Customer Acct #:	**RHQ/Business Unit:**
Customer Type:	**Billing Office:**
Region/Vertical:	**Location State (Work Performed):**
Item Class:	**Product:**

[i] Tw 15/march/2011

Agenda Item #_____

City of Wichita
City Council Meeting
April 21, 2009

TO: Mayor and City Council Members

SUBJECT: Interdepartmental Development Tracking System Software Replacement Project

INITIATED BY: Office of Central Inspection/Information Technology Department

AGENDA: New Business

Recommendations: Authorize staff to negotiate a contract with Infor Global Solutions for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for the Interdepartmental Development Tracking System Software Replacement Project, and for the Infor Global Solutions (Infor) business licensing product, and authorize the necessary contract signatures.

Background: On July 15, 2008, the City Council approved a proposed Interdepartmental Development Tracking System (IDTS) Software Replacement Project (land use, land development, construction permitting, code enforcement, inspection and licensing management/tracking), with a budget of up to $1,000,000, and authorized staff to prepare and issue a request for proposals. The proposed IDTS project budget included vendor software, software licensing, required professional services and on-going maintenance costs, and associated hardware upgrade costs.

The Council-approved IDTS Software Replacement Project will replace the City's current development, permitting and licensing software system (Tidemark), which is over a decade old. There are currently about 140 multi-department employee users of Tidemark, including approximately 50 wireless and/or remote inspector-users. Tidemark also provides several citizen-facing Internet services, including: construction permitting; permit inspection scheduling and resulting; and citizen access to land use, permitting and code enforcement case information. However, *Tidemark software, by declaration of the vendor, is at end of life cycle and will not be supported by the vendor within the next two (2) years. During this "phase down", no new functionality or product enhancements will be forthcoming.* Additionally, the 12-13 year old Tidemark product and architectural platform will simply not support many new web-based and/or Internet technologies and services, most of which can dramatically improve citizen access, "e-commerce" capacity, ease of use, wireless capabilities, information flow, communication and data storage/retrieval.

Analysis: Since Council approval of the IDTS Software Replacement Project in July 2008, a request for proposals (RFP) was developed by the IDTS Software Replacement Project Staff Screening and Selection Committee (SSSC). The RFP was issued in September 2008, with RFP responses due in late October 2008. The RFP included several optional bid response items, including software, professional services and annual maintenance for a replacement interactive voice response system (IVRS), wireless mobile solution software, and a Web-based business license software system for use by the Finance Department Express Office.

RFP responses were received from eight (8) vendors. After review by the SSSC and IT Department technical staff, the competition was narrowed to the top four (4). The top four (4) vendors made on-site product demonstrations to the SSSC and IT Department technical staff during January 2009. In late January 2009, the SSSC narrowed the competition to the top two (2) vendors, both of whom demonstrated the ability to meet or exceed the minimum requirements of the RFP. The top two (2) vendors were the only vendors with an operational, fully Web-based product, a key criterion for the replacement software (for overall product flexibility and longevity). After additional discussions and product/technical reviews with the top two (2) vendors, and completion of vendor reference checks, "best and final offers" were obtained from the top two (2) vendors. Both vendors significantly reduced their initial bid pricing. In late February 2009, the SSSC made a final recommended vendor selection – *Infor Global Solutions*. The cost for Infor is approximately 20% lower than the cost of the other top vendor, and Infor's ongoing annual maintenance costs (technical support, upgrades, new product releases) are about 60% less than the other top vendor. If fact, Infor's annual maintenance costs are significantly less than the annual maintenance costs for the current Tidemark software.

The total IDTS Replacement Project cost (including software, software licenses, professional services and year-one prorated maintenance) for the Infor product, mobile wireless solution software and IVRS replacement is $812,368. Hardware upgrades to support the IDTS project are estimated to cost an additional $87,017. The total IDTS Replacement Project cost, plus a 5% contingency allowance, is $944,350.

In addition to the originally approved IDTS Software Replacement Project and budget, the Finance Department will participate in the project with the purchase of the Infor business license software product, software licenses, professional services, year-one prorated maintenance and a contingency allowance at a total cost of $145,000. The Infor business licensing product will replace the current Finance Department/Express Office business licensing software, enabling a web-based solution through an application for business, pet and garage sale licenses.

Financial Considerations:

Funding in the amount of $944,350 is required for the IDTS Software Replacement Project (including software, software licenses, professional services, year-one prorated maintenance, hardware upgrades and a 5% contingency allowance). Funding in the amount of $145,000 is required for the Infor business license software for the Finance Department (including software, software licenses, professional services, year-one prorated maintenance and a contingency allowance).

The City Council previously approved funding from the following sources:

Office of Central Inspection Special Revenue Fund Reserve		$ 400,000
City (IT/IS) Equipment Replacement Fund (ERF)		400,000
City ERF Loan (48 months, 0%), if needed, up to:		200,000
	Total	$1,000,000

However, due to economic changes within the Office of Central Inspection, the additional OCI Special Revenue Fund reserve is not available. There are sufficient funds available within the City (IT/IS) Equipment Replacement Fund (ERF) for this purchase. A conservative payback of $100,000 per year for five years from the Office of Central Inspection, derived from increased permit fee activity and an overall reduction in software maintenance costs, is projected.

The Finance Department portion will be paid from the ERF with a payback structured for 4 years, derived primarily from a reduction the maintenance costs.

The current project funding allocation is:

City (IT/IS) Equipment Replacement Fund (ERF)		$ 400,000
City ERF Loan		689,350
	Total	$1,089,350

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This item impacts the *Provide a Safe and Secure Community* and *Support a Dynamic Core Area and Vibrant Neighborhoods* goals by providing more effective and efficient delivery of land use development, construction permitting, construction inspection, business licensing and neighborhood code enforcement service delivery, while providing enhanced communication to citizens who use these services.

Legal Considerations: The Internal Auditor has reviewed the work of the Staff Screening and Selection Committee and confirms compliance with the City's vendor selection process. The Law Department was represented as a member of the Staff Screening and Selection Committee, and will review and approve as to form the final contract with Infor Global Solutions.

Recommendations/Actions: It is recommended that the City Council authorize staff to negotiate a contract with Infor Global Solutions for software, software licensing, professional services, year-one prorated maintenance and on-going annual maintenance costs for the Interdepartmental Development Tracking System Software Replacement Project, and for the Infor Global Solutions business licensing product, and authorize the necessary signatures.

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Kansas Turnpike Pavement Repair at Greenwich Road (District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the payment.

Background: The area north of the Kansas Turnpike Authority (KTA) and west of Greenwich Road has experienced flooding issues over the years. The only drainage outlet for storm water was under-sized pipes through the KTA. This inadequate drainage was improved with the Greenwich Road Capital Improvement Program project from Harry to Kellogg this past year. The new drainage structure consisted of four boxes, each 5'x10' under the KTA at a depth of 27 feet below the driving lanes of the KTA.

Even though strict specifications were written by the City and adhered to by the contractor during the replacement of the fill over these new drainage structures, some slight settlement has occurred. This settlement has become noticeable by the high speed turnpike traffic and KTA officials expressed the need to have the condition repaired.

Analysis: Discussion between the City and KTA staff have led to the conclusion that the most economical method to remedy this is to reimburse the KTA for repairs. The work consists of some milling and a thin asphalt overlay.

Financial Considerations: The estimated repair cost is not expected to exceed $15,000. Funding is available in the Greenwich improvement project. The funding source is General Obligation Bonds.

Goal Impact: The project addresses the Efficient Infrastructure goal by providing needed permanent repairs to a major transportation roadway.

Legal Considerations: The Law Department has approved the payment process and determined that the payment can be made to the Kansas Turnpike Authority.

Recommendation/Action: It is recommended that the City Council approve the payment to the Kansas Turnpike Authority in an amount not to exceed $15,000.

Attachments: None

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: 2011 Biennial Bridge Inspections (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the agreement.

Background: Every two years, the Federal Highway Administration and the Kansas Department of Transportation (KDOT) require the Structural Inventory and Appraisal of all bridges and box culverts maintained by the City of Wichita. The City's previous inspection report was submitted in 2009. The inspections are required to maintain eligibility for Federal funding for bridge repair and replacement projects, to aid in developing and performing maintenance programs and to prioritize projects for maintenance and Capital Improvement funding.

Analysis: On May 25, 2011, the Staff Screening and Selection Committee interviewed five consultants (Cook, Flat & Strobel, Schwab-Eaton, TranSystems, MKEC Engineering Consultants, Professional Engineering Consultants). On June 28, 2011, the Staff Screening and Selection Committee selected Professional Engineering Consultants, P.A. (PEC) to provide the bridge inspection services for 2011 and 2012, based on their understanding of the project and previous expertise with similar projects.

Financial Considerations: The total budget is $80,000, with $72,500 for inspection costs and $7,500 for direct expenses. The funding source is General Obligation Bonds. The payment to PEC will be on a cost plus basis not to exceed $72,500.

Goal Impact: This agreement addresses the Efficient Infrastructure and Safe and Secure goals by inspecting all of the bridges in the city.

Legal Considerations: The agreement and authorizing ordinance have been approved as to form by the Law Department.

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

Attachment: CIP sheet, ordinance and agreement.

CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE

To Initiate Project: X

To Revise Project:

1. Prepare in triplicate
2. Send original & 2 copies to budget
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department
6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location
Public Works & Utilities	Eng & Arch	8/8/2011	2011 Biennial Bridge Inspection

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
NI-200424		2011	

9. Estimated Start Date	10. Estimated Completion Date	11. Project Revised
As Required	As Required	

12. Project Cost Estimate

ITEM	GO	SA	OTHER*	TOTAL
Right of Way & Design				
Bridge & Culverts	$80,000			$80,000
Paving, grading & const.				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Multi-Use Path				
Totals	$80,000			$80,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

*KDOT

472-85006

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

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

(Published in *The Wichita Eagle* on September 16, 2011.)

ORDINANCE NO. 49-072

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS AUTHORIZING THE ISSUANCE OF ITS GENERAL OBLIGATION BONDS TO PAY THE COSTS OF A CITY-WIDE STRUCTURAL INVENTORY AND APPRAISAL OF 293 BRIDGES (472-85006); AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF TEMPORARY IMPROVEMENT NOTES OF THE CITY FROM TIME TO TIME AS FUNDS ARE NEEDED FOR SUCH PURPOSE.

WHEREAS, Article 12, Section 5 of the Kansas Constitution empowers cities to determine their local affairs and government; and

WHEREAS, the City of Wichita, Kansas (the "City") desires to procure an evaluation and analysis as necessary for bridge structural inventory and appraisal of 293 bridges throughout the City; and

WHEREAS, under the authority of Article 12, Section 5 of the Kansas Constitution, the Governing Body of the City hereby further finds and determines that it is necessary and desirable and in the interest and for the general economic welfare of the City and its inhabitants, that general obligation bonds of the City in an amount not to exceed $80,000, exclusive of the costs of interest on borrowed money, (the "Bonds") be authorized and issued for the purpose of paying costs associated with the preparation of a bridge structural inventory and appraisal, said Bonds to be issued in accordance with the provisions of K.S.A. 10-101 *et seq*., as amended and supplemented.

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

SECTION 1. The Governing Body hereby finds and determines that it is necessary and desirable to procure a City-wide bridge structural inventory and appraisal (the “Project”), and that the cost of such inventory and appraisal is estimated at not to exceed $80,000, exclusive of the costs of interest on borrowed money, of which 100% will be paid by City general obligation bonds.

SECTION 2. The Governing Body hereby finds and determines that it is necessary and desirable to authorize the issuance of general obligation bonds under the authority of Article 12, Section 5 of the Kansas Constitution in an amount not to exceed $80,000, exclusive of the costs of interest on borrowed money, for the purpose of paying the foregoing costs to be borne by the City of Wichita at large. Such Bonds shall be sold and delivered in accordance with the provisions of K.S.A. 10-101 *et seq*., as amended and supplemented.

SECTION 3. It is hereby further authorized, ordered and directed that in order to temporarily finance the costs of the Project prior to the completion thereof and until issuance of the Bonds as hereinbefore provided, there shall be issued temporary improvement notes (the "Notes"), the aggregate amount of which shall not exceed the sum of $80,000, such Notes to be issued from time to time upon subsequent ordinance of the City which shall provide and set forth the details of the Notes, including the fixing of the dates, terms, denominations, interest rates and maturity dates thereof. Such Notes shall be issued and provision shall be made therefore as funds are needed and required for the orderly completion of the Project. Any Notes issued under the authority of this Section shall be issued under and will contain a recital that they are issued under the authority of K.S.A. 10-123, as amended and supplemented, and Article 12, Section 5 of the Kansas Constitution, and shall contain all other usual and required recitals and covenants and be in the form required therefore by said K.S.A. 10-123, as amended and supplemented; and said Notes may be issued in combination with any other temporary notes being issued by the City as shall be determined by the Governing Body at the time of such issuance to be in the City's best interests.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage and publication one time in the official City paper.

PASSED AND APPROVED by the governing body of the City of Wichita, Kansas this 13th day of September, 2011.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, City Clerk
(Seal)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

for

2011 BIENNIAL BRIDGE INSPECTIONS

THIS AGREEMENT, made this _____ day of _____, 2011, by and 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: That

WHEREAS, the CITY intends to construct;

2011 BIENNIAL BRIDGE INSPECTIONS

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

I. SCOPE OF SERVICES

Local Bridge Inspection Contract Scope of Services

The biennial bridge inspections shall be conducted in accordance with federal regulations and references listed in Appendix A.

Bridge Inspection Team Leaders must be on the prequalified inspector's list maintained by KDOT.

The standard KDOT Bureau of Local Projects Bridge Inspection Form (BIF) shall be used to record the field inspection data. Critical Findings shall be recorded on the standard KDOT Bureau of Local Projects Bridge Inspection Critical Findings form.

All NBI Data Items shall be verified during the inspection and updated or corrected. This may require coordination with the City/County on AADT and similar items not observable.

The work performed under this contract is subject to review by the Owner as well as KDOT. If errors or discrepancies are found the Consultant (or LPA if the inspection is performed by the LPA) shall be required to make corrections at no additional cost. KDOT will perform QC/QA evaluations of bridge inspections including field reviews, review of ratings, bridge inspection files, and data entry. Substandard work is grounds for removal of the inspector from the KDOT prequalified list.

The City of Wichita has approximately 293 bridges to be inspected. Recently annexed structures are to be inspected. There are approximately 15 newly constructed or annexed structures.
Bridges not currently in the inventory or bridges that have had major rehabilitation work since the last inspection require an Inventory Inspection using the Inventory Inspection form in the KDOT BLP Bridge Inspection manual. The Owner has approximately 5 bridges requiring an Inventory Inspection.

Review scour assessment information in the bridge folder, and report if the information is inadequate or needs updating.

Review load rating information in the bridge folder, and report if the information is inadequate or needs updating.

Review fracture critical information in the bridge folder, and report if the information is inadequate.

Review photographs in the bridge file; add any required photos that are not in the bridge folder. Provide new photographs of items as necessary to adequately document significant deficiencies, changed conditions, or repairs needed.

The Inspection Data will be entered in the KDOT BLP Bridge Inspection Web Portal no later than 90 days following the bridge inspection. All NBI Data Items in the existing database are to be checked while performing data entry, and errors in the data shall be corrected.

During the inspection Critical Findings shall be reported to the bridge owner immediately by the most expedient method.

Deliverables: Provide _5_ copies of the reports summarizing bridge inspection results and the maintenance recommendation reports. If applicable the Critical Findings forms must be submitted to KDOT BLP within one (1) week of the inspection.

All work shall be performed and data entered into the KDOT portal within 90 days of the required inspection date. Required reports and assembly of updates to the bridge folder shall be completed within 90 days of the completion of the field inspection.

Additional Requirements – See Appendix B

1. During the 2009 inspection program a "data base" was developed. This database is tied to an interactive map. Update, modify, and expand this database to include any additional structures.

2. A detailed list of bridges based on maintenance/replacement needs is to be submitted as a separate report. The list is to be ordered by need not by sufficiency rating. Prepare two separate bound reports listing bridge maintenance items. The first is to be a recommendation for critical maintenance needed to extend the life of the bridge and safety concerns. The second is to be a listing of routine maintenance items that need attention but are not urgent or safety related.

3. Produce a list of structures to be inspected on an annual basis as required by NHI. Inspect these structures in 2012, update the city's data base, and enter data into KDOT's portal as required.

II. IN ADDITION, THE ENGINEER AGREES:

A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).

B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.

C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.

D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.

F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B", which is attached hereto and adopted by reference as though fully set forth herein.

G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.

I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.

J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than $500,000.00 subject to a deductible of $10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

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

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

K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as

Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.

B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.

C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.

E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

TOTAL $72,500.00

B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.

B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.

C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.

D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefore.

E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.

F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.

H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, City Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

PROFESSIONAL ENGINEERING CONSULTANT, P.A.

Richard A. Schlitt
(Name & Title)
Secretary/Treasurer

ATTEST:

APPENDIX A STUDY PROCEDURES AND DESIGN CRITERIA

The procedures followed in the field inspection of the bridges and the criteria utilized in the subsequent structural analyses and weight limit ratings, where performed, were derived from the following reference sources:

1. American Association of State Highway and Transportation Officials (AASHTO) "Manual for Condition Evaluation of Bridges", 1994, Second Edition as revised by 1995, 1996, 1998, 2000, and 2001 Interim Revisions.

2. KDOT BLP Bridge Inspection Manual.

3. Report No. FHWA-PD-96-001, Recording and Coding Guide for the Structure Inventory and Appraisal of the Nation's Bridges, December 1995.

4. KDOT Design Manual, Volume III, Bridge Section, Bridge Load Rating, January 2005.

5. KDOT "Supplemental Coding Guide for Bridge Inspection and Rating", 1993.

6. Report No. FHWA-IP-86-2, Culvert Inspection Manual, July 1986

7. Report No. FHWA-IP-86-26, Inspection of Fracture Critical Bridge Members, September 1986.

8. FHWA Bridge Inspector's Training Manual/90, March 1995.

9. Kansas Department of Transportation, Bureau of Local Projects "Scour Evaluation Manual for Local Public Authorities", August 1996.

APPENDIX B – BOUND REPORT REQUIREMENTS

Prepare a bound report summarizing the bridge inspection results. The report should include the following items.

- An introduction stating the time period of the bridge inspections, the names of the persons performing the inspections, and items not included in the inspection, such as approach guardrail, object markers, warning signs, etc.
- A table listing each bridge and include the following items.
  - County bridge number,
  - NBI number,
  - Length
  - Type of structure
  - Features intersected,
  - Facilities carried
  - Sufficiency rating.
  - Recommended weight limits
  - Existing weight limit signing
  - Date of inspection
  - Inspector name
  - If a load rating update is needed
  - If scour analysis is needed.
- A table listing all bridges that need an annual inspection, the inspection due date, the reason for the annual inspection, and the items that need to be inspected.
- A table listing all bridges that are fracture critical, a general description of the type of bridge, type of equipment needed to perform the inspection, and any items of concern.
- A table listing all bridges with pin and hangers.
- Bridge index map (See Additional Requirement No. 1).
- Tables listing all bridges with maintenance needs (See Additional Requirement No. 2)

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Renewal of Air Quality Program Grants (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve renewal of grant contract.

Background: Since 1972, the City of Wichita has received grants funding for the Environmental Protection Agency (EPA) to operate the local air quality program. Additional funding from the Kansas Department of Health and Environment (KDHE) has been provided since 1994. Program objectives include inspection of air pollution sources, air monitoring for specified pollutants and toxic compounds, complaint investigations, voluntary vehicle emission testing and educational activities. This program, through contracts with KDHE, covers the City of Wichita and Sedgwick County.

Analysis: Three separate grants allow the Environmental Health Division to provide comprehensive air quality services that address public health and environmental protection throughout the county. This federal and state support allows a level of service that would be difficult to provide utilizing only local funding. The local program has been in existence for almost 40 years and has maintained good working relationships with both the EPA and KDHE, which is essential in dealing with ever changing and emerging air quality issues.

Financial considerations: Four staff positions are supported by these grants.

- EPA section 103 grant amount for State fiscal year (SFY) 2012 is $36,380.
- EPA section 105 grant amount for SFY 2012 is $121,441. This grant requires a 40% match from the City of Wichita. The required $80,960 is met by use of support staff time, office space, vehicles and utilities.
- KDHE grant amount for SFY 2012 is $126,535.

These grants total $300,535 for SFY 2012, which is a reduction of $16,000 over SFY 2011 funding, and will begin on October 1, 2011. Adjustments will be made in personnel services to account for the grant reduction and staff does not anticipate impact to the General Fund due to this reduction. The current grant contract expires on September 30, 2011.

Goal Impact: This grant application addresses the Safe and Secure Communities goal by improving Environmental Health.

Legal Considerations: The grant contract has been approved as to form by the Law Department.

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

Attachments: Grant contract.

GRANT CONTRACT

between

SECRETARY OF HEALTH AND ENVIRONMENT OF KANSAS

and

CITY OF WICHITA, PUBLIC WORKS DEPARTMENT

DIVISION OF ENVIRONMENTAL HEALTH

Section I – Purpose and Financial Summary

This contract is entered into between the Kansas Department of Health and Environment (KDHE) and the City of Wichita, Public Works Department, Division of Environmental Health (WDEH). The purpose of this contract is to establish a formal partnership between WDEH and the KDHE to implement a portion of the Kansas Air Quality Act in the City of Wichita and Sedgwick County. This contract authorizes WDEH to provide air quality protection services specified in this agreement and the Environmental Program Work Plan for FY 2012 (Appendix A), and defines the funding arrangements for such services which are to be provided. The contract period is from October 1, 2011 to September 30, 2012.

Summary of Grant Expenditures by Fund

Federal 105 Grant[1] up to:	$121,441.00
WDEH 40% Match up to:	$80,960.00
Federal 103 Grant[1] up to:	$36,380.00
State of Kansas Air Quality Fee Fund up to:	$126,714.00
Total Grant not to exceed:	$365,495.00
Total KDHE Reimbursement not to exceed:	$284,535.00

Summary of Grant Expenditures by Activity

Compliance and Enforcement, Asbestos, Planning, Public Education and Outreach, Emission Reduction Strategies, Ambient Air Monitoring, Local Priorities, and Program Maintenance	$234,378.00
Match	$80,960.00
Indirects	$50,157.00
Total Grant not to exceed	$365,495.00

Section II – Requirements – WDEH Agrees:

1. To perform the duties and tasks specified in the contract and FY 2012 Work Plan, to implement the Kansas Air Quality Act and Kansas Air Quality Regulations, and to provide documentation of satisfactory completion of work.
2. To only use the Air Quality Fee Fund money for Title V permit program related activities, and to only use the Federal 103 and 105 money for air quality related activities associated with the Kansas Air Quality Act and FY 2012 Work Plan which may be amended under the provisions of Section IV.4.

3. To only use the Program Maintenance money for local air program purposes and other state or local activities not covered by the activity-specific allocations, including, but not limited to: reporting, complaint inspections, compliance assistance, and other functions necessary to carry out the monitoring, inspection, enforcement, outreach and other elements of the BOA air program or additional activity-specific allocations that may be assigned by the KDHE, other than indirect, or air quality complaints. EPA does not require participation in and funding of National Association of Clean Air Agencies (NACAA). WDEH participation in NACAA is discretionary and non-federal program maintenance funds may be used for said purposes.

4. To participate in the implementation of the Kansas Air Quality Act and provide documentation of satisfactory progress toward meeting the objectives in accordance with the FY 2012 Work Plan. WDEH shall submit to the KDHE quarterly progress reports as specified in the FY 2012 Work Plan, quarterly MBE/WBE verification on EPA Form 5700-52A – (5/96) for Federal 105 and 103 monies, quarterly Certified Expenditure Affidavit, and any other information that may be requested.

5. To obtain written approval in advance for the purchase of any item of equipment costing $5,000.00 or more, and for any subcontract. All purchases with contract funds shall be the property of WDEH upon termination of this contract. The purchase shall not be segmented or otherwise structured to avoid the $5,000.00 limit.

6. To retain financial aid and programmatic records, supporting documents and statistical records for five years from the date the final expenditure report is submitted. If litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the five-year period, the records must be retained until completion of the action and resolution of all issues that arise from it. Upon written request from the KDHE (or authorized representative) or Kansas Legislative Post Audit, WDEH will allow access to any payroll records, supported by time and attendance records for employees, documents, and records necessary to certify compliance with the KDHE grant awards, Kansas Legislative Appropriations, Kansas Statutes, and Federal grants and regulations.

7. If practical, to provide advanced notice to the KDHE of permit inspections and enforcement actions taken by BOA that are based solely upon air quality regulations, and to coordinate such actions with the KDHE to make sure a regulated source is not unduly burdened by multiple permit inspections or enforcement actions for a single cause or set of causes.

8. To include in all statements, press releases, websites, program activities, bid solicitations, and other documents, under the provisions of Section 83 of 2005 House Bill 2482 the phrase “paid for (in part) by the Kansas Department of Health and Environment.”

9. To obtain an audit in accordance with the Federal Single Audit Act of 1984, and OMB Circular No. A-133, Audits of State and Local Governments, and Other Nonprofit Organizations, and to submit complete copy of the single agency audit report to the KDHE within 12 months after the end of the WDEH' fiscal year.

10. To comply with the Age Discrimination Act of 1975, Section 501 of the Rehabilitation Act of 1973, Title IX of the Educational Amendments of 1972, Title IV of the Civil Rights Act of 1964 and further agrees not to exclude from participation in, or deny the benefits of services to any person on the basis of race, color, gender, sexual orientation, gender identity, religion, national origin, ancestry, age, military or veteran status or disability status; with the Recipient Certification requirements of the Drug-Free Workplace Act of 1988; and with the Federal Anti-Lobbying Act of 1990.

11. To comply with all EPA grant regulations located under Title 40 of the Code of Federal Regulations (CFR), Part 31, as published as of the date of this agreement, and to specifically adhere to the "Fair-Share" policy to solicit Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) when contracting for goods or services. The specific steps to comply with this requirement are stated in 40 CFR 31.36(e) as in effect on July 1, 2004 (See Appendix B).

12. WDEH and any prospective participants shall fully comply with Subpart C of 40 CFR Part 32, as published as of the date of the agreement, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring the inclusion of a similar term or condition in a subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment (See Appendix B).

13. WDEH shall ensure that all information received pertaining to enforcement actions either under consideration or in process shall be held confidential by its employees and any contractors, and shall not be shared with, or transmitted or communicated to any third party, and shall be bound by the Confidentiality Agreement (See Appendix C).

14. WDEH agrees that its employees will adhere to ethical standards as established in K.S.A. 46-215, *et seq*, and shall apply these standards to all aspects of performance during the term of this agreement.

    a. The term *"making of a contract"* as used in K.S.A. 46-233 shall include all activities connected to the making of a contract, regulating, inspecting, enforcement or any other such activity as required in the official function and furtherance of duties and obligations set forth in this agreement.
    b. For the purpose of this agreement the meaning of "*state employee*" shall be considered as those WDEH employees connected with the Air Quality Department.
    c. Protection of "*privileged information*" shall include information disclosed from the KDHE – BOA to WDEH that is required to perform any action described in sub-section (a.) above. Public or private disclosure of any such information is expressly prohibited.

15. WDEH agrees that all records are to be returned to KDHE within 60 days of termination of any Work Plan activity or the entire contract.

16. WDEH agrees to attend the ETA (Eastern Technical Associates) Visible Emissions Lecture and Field training for Smoke School per agreement between KDHE and contractor.

Section III – KDHE Agrees:

1. To make payments, not to exceed $126,714.00 from the Air Quality Fee Fund; not to exceed $36,380.00 from the Federal 103 fund; and not to exceed $121,441.00 from the Federal 105 funds to WDEH for conducting the KDHE Air Quality Program as authorized in the FY 2012 Work Plan (See Appendix A).
2. To the extent possible, the KDHE - BOA will seek input from WDEH on issues governed by this contract prior to making decisions or taking actions that will affect WDEH' Air Quality Program.

3. To provide regular updates on enforcement actions pertaining to sources in the City of Wichita and Sedgwick County, including but not limited to written acknowledgements that WDEH enforcement action recommendations have been received by the KDHE.

4. To work with WDEH and other local partners to: establish and annually update strategic goals, objectives and strategies for reducing emissions and improving air quality.

5. To provide WDEH with prior approval from the KDHE - BOA, an opportunity to shift workload and funds to other eligible air program activities if the targeted activities laid out in the FY 2012 Work Plan cannot be completed because they are demand driven or the KDHE is unable to refer work to WDEH as specified in this agreement.

Section IV – Other Terms and Conditions - It is mutually agreed:

1. WDEH will request reimbursement within 30 days of the end of each quarter. The KDHE shall provide reimbursement in accordance with the "Kansas Prompt Payment Act" (K.S.A. 75-6401 through 75-6407), upon receipt of satisfactory progress reports, MBE/WBE verification, and quarterly Certified Expenditure Affidavit.

2. That this agreement may be canceled by either party upon 30 days written notice to the other party, except that the KDHE may cancel this agreement without such notice in the event of loss of funding. Funding of this agreement is contingent upon the availability of funds in the Air Quality Fee Fund, receipt of federal funds from the U.S. Environmental Protection Agency (EPA), and availability of funds in the State Treasury. This contract, including Work Plan, may be amended in writing when duly executed by both parties. The contract is subject to a pro-rata reduction contingent upon the amount of reduction of federal grant dollars allocated to the KDHE - BOA.

3. All indirect costs incurred implementing the WDEH component of this contract shall not exceed 21.4% of following: the total expenditures of the Air Quality Fee Fund, Federal 105 and Federal 103 monies authorized under this contract for Compliance and Enforcement, Planning, Public Education and Outreach, Emission Reduction Strategies, Ambient Air Monitoring, Program Maintenance and Local Priorities, less local match.

4. That the provisions found in Contractual Provisions Appendix E (Form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.

5. All 103 money must be split between the first and second quarters which ends March 31, 2012.

Contract Administrators:

Kansas Department of Health and Environment – Linda Vandevord, 785-296-6423, 1000 SW Jackson, Ste. 310, Topeka, KS 66612-1366

City of Wichita, Public Works Department, Division of Environmental Health – Joseph Pajor, 316-268-4664, 1900 East 9th Street, Wichita, Kansas 67214

In WITNESS WHEREOF, the parties hereto have affixed their signatures.

By signing this agreement, the person below warrants that he or she has the authority to sign this document and to bind WDEH and the KDHE to its terms.

_____

Carl Brewer, Mayor

The City of Wichita, KS

By order of the City Council

Date: _____

Dr. Robert Moser

Secretary

Kansas Department of Health and Environment

Date: _____

Attest:

_____

Karen Sublett Date
City Clerk

Approved as to form:

_____

Gary E. Rebenstorf Date

Director of Law

APPENDIX A

LOCAL AGENCY WORK PLAN

For

CITY OF WICHITA, PUBLIC WORKS DEPARTMENT

DIVISION OF ENVIRONMENTAL HEALTH

FY 2012

Contract Period October 1, 2011 – September 30, 2012

The Bureau of Air (BOA), on behalf of the Kansas Department of Health and Environment (KDHE), and the City of Wichita, Public Works Department, Division of Environmental Health (WDEH) hereby agrees to comply with the cooperative intent of the Clean Air Act within the City of Wichita and Sedgwick County as follows:

I. Contacts

Issue/Activity	Primary State Contact	Phone #	Primary WDEH Contact	Phone #
General				
General Administrative Duties	Rick Brunetti	785-296-1551	Randy Owen and Joe Pajor	316-268-8351
Compliance and Enforcement				
Administrative Issues; QA/QC	Vick Cooper	785-296-1561	Randy Owen	316-268-8353
Compliance and Enforcement	Russ Brichacek	785-296-1544	Randy Owen	316-268-8353
Asbestos				
Asbestos Inspections	Scott Bangert	785-296-1689	Randy Owen	316-268-8353
Planning Activities				
Air Planning Activities	Tom Gross	785-296-1692	Joe Pajor	316-268-4664
Emission Reduction Strategies				
Blue Skyways	Doug Watson	785-296-0910	Joe Pajor	316-268-4664
Public Outreach				
Public outreach	Kathleen Waters	785-296-1575	Joe Pajor	316-268-4664

Monitoring				
Administrative Issues	Tom Gross	785-296-1692	Randy Owen, Joe Pajor	316-268-8353
Network design/configuration	Doug Watson	785-296-0910	Randy Owen	316-268-8353
General Operation and Maintenance	Fred Diver	785-296-6289	Randy Owen	316-268-8353
Sample or data submission	Mike Martin	785-296-1571	Randy Owen	316-268-8353
Data Issues	Doug Watson	785-296-0910	Randy Owen	316-268-8353

II. Compliance and Enforcement

A. WDEH and BOA agree as follows:

1. The WDEH will conduct inspections and investigations and make weekly submittal of all supporting documents in accordance with procedures outlined in the following documents:
   - BOA, Air Quality Compliance and Enforcement Training Manual
   - Kansas Air Quality Regulations and Statutes
   - Applicable CFR
2. The WDEH will provide initial enforcement investigation and the retrieval of support information and documentation, and will participate in monthly BOA/WDEH enforcement coordination calls.
3. The WDEH inspection results will be documented on accepted and agreed upon inspection forms. A copy of the letter to the source discussing inspection results will be sent to BOA within fifteen business days of completion of inspection. Copies of inspection reports and letters will be mailed to BOA each Friday. Inspections/FCEs will be scheduled by WDEH with a goal of 25% of the inspections/FCEs completed per FY quarter. WDEH shall submit a list of sources recommended to be inspected to BOA by August 1st of each year.

4. WDEH agrees to maintain a minimum of 2 qualified performance observers at all times.

5. If noncompliance with regulations are observed and documented during an inspection, BOA will be notified in accordance with BOA enforcement policy. Notices of Noncompliance issued by WDEH will be tracked by both WDEH and BOA, with required follow up in accordance with BOA Enforcement Policy. BOA will review and determine if noncompliance documented is subject to EPAs High Priority Violator (HPV) policy. Departmental Orders and Consent Agreements will be determined and issued by BOA in accordance with BOA Enforcement Policy.

6. Evaluation inspections will be completed within 90 days of notification of start up for Class I, NSPS, and MACT sources, and within 180 days of notification of start up on Class II and non-NSPS sources. Evaluation inspections will be documented on accepted and agreed upon forms, and a letter will be sent to the source within seven days of the completed inspection, and a copy will also be sent to BOA.

7. WDEH is responsible for responding to complaints received from individuals, BOA, or other governmental agencies within 2 business days (depending on the urgency) of receipt of complaint during normal business hours. WDEH will contact the complainant by telephone or other appropriate methods. When necessary, on-site investigations will be conducted within two working days of receipt of complaint. Investigative reports will be submitted to BOA within seven days of completion of the investigation. Open Burning activities shall be pursuant to Kansas Open Burning Prohibition and Exception regulations.

8. WDEH agrees to attend/participate in the monthly enforcement coordination calls.

9. WDEH agrees to attend/participate in the semi-annual meetings in Topeka.

10. At the end of the 4th Quarter, final contract payment will be reduced by $1,500.00 for every inspection not completed. If the number of complaints is not received, no penalties will be imposed.

B. Inspection list

Class I sources:		Frequency
1730012	Westar Energy, Inc.	1
1730014	Westar Energy, Inc.	1
1730019	Cessna Aircraft Company-Mid-Continent	1
1730022	Hawker BeechCraft Corporation	1
1730023	Air Products Manufacturing Corp	1
1730029	Cargill, Inc.	1
1730045	ConocoPhillips Pipe Line Company	1
1730052	Learjet, Inc.	1
1730055	Boeing Integrated Defense Systems	1
1730058	York Unitary Products	1
1730059	CNH America, LLC	1
1730068	The Coleman Company, Inc.	1
1730070	OxyChem – Wichita plant	1
1730075	Cessna Aircraft Company – Pawnee plant	1
1730152	Nex-Tech Processing, Inc.	1
1730153	Coleman Co., Inc.	1
1730155	Chance Rides Mfg, Inc.	1
1730165	Globe Engineering Company, Inc.	1
1730173	Custom Cupboards, Inc.	1
1730225	City of Wichita-Dept. of Natural Resources	1
1730309	Spirit Aerosystems, Inc.	1
		21

Class II sources:		Frequency
1730001	Cereal Food Processors	1
1730005	McConnell Air Force Base	1
1730008	Ferroloy, Inc.	1
1730034	CCGP, Inc.	1
1730036	APAC-Kansas, Inc., Shears Division	1
1730044	LaFarge North America, Inc.	1
1730062	DeBruce Grain, Inc.	1
1730069	Bartlett Grain Company, LP	1
1730078	Darling International, Inc.	1
1730089	Universal Lubricants, Inc.	1
1730097	Rich Mix Products, Inc. dba Quikrete	1
1730105	St. Francis Regional Medical Center	1
1730106	St. Joseph Medical Center	1
1730107	Wesley Medical Center	1
1730108	Wichita State University	1
1730109	Wilko Paint, Inc.	1
1730110	Robert J. Dole Veterans Administration Medical Center	1

1730130	ConocoPhillips – Wichita South	1
1730132	Valassis Manufacturing Company	1
1730135	Sedgwick County Public Works	1
1730139	SFB Plastics, Inc.	1
1730141	Magellan Pipeline, L.P.	1
1730146	ONEOK Field Services Company, LLC	1
1730147	Fiber Glass Systems, L.P.	1
1730154	Metal Finishing Company, Inc.	1
1730156	ONEOK Field Services Company, LLC	1
1730161	Clean Harbors Kansas, Inc.	1
1730163	Apex Engineering International, LLC	1
1730164	Apex Engineering (W. 2nd)	1
1730168	EarthGrains Baking Companies, Inc.	1
1730196	Kansas Plating Inc.	1
1730197	Hawker BeechCraft Services	1
1730199	Tamco, Inc.	1
1730232	Precision Pattern, Inc.	1
1730247	HOC Industries, Inc.	1
1730252	Sonaca NMF America, Inc.	1
1730270	Mulvane Municipal Power Plant	1
1730283	Marble Products	1
1730284	Kice Industries – North Facility	1
1730326	Capps Manufacturing, Inc.	1
		40

B Sources:		Frequency
1730053	Abengoa Bioenergy Corp.	1
1730098	Wichita Brass & Aluminum Foundry, Inc.	1
1730181	Rickert Industrial Coatings	1
1730215	Cessna Aircraft	1
1730280	CTS, Inc.	1
1730329	Donham Company	1
1730292	Eastside Cleaners	1
1730294	Baltimore Cleaners	1
1730299	Discount Cleaners	1
1730301	Elite Cleaners	1
1730302	Morgan Cleaners	1
1730304	Lee's Derby Cleaners	1
1730305	Lee's Cleaners	1
1730306	College Hill Cleaners	1
1730308	Pleasant Valley Cleaners	1
		15

Total Inspections = 76

C. Quarterly Report Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

III. Asbestos Inspections

A. WDEH & BOA agree as follows:

1. BOA staff will review written notifications of demolition projects located within Sedgwick County's jurisdiction. Notification forms for the demolition projects to be inspected will be mailed or faxed to WDEH by the end of the week that BOA approves the notification.
2. WDEH staff will perform up to 10 on-site inspections of notified demolition projects, landfills, and complaint investigations during FY 2012 (including one (1) inspection annually at each landfill in the county permitted for the disposal of friable asbestos containing materials). BOA will strive to ensure that WDEH has opportunity to conduct at least 10 inspections.
3. WDEH will conduct notified demolition inspections within 10 business days of the receipt of the notification from BOA.
4. WDEH is responsible for responding to complaints they receive regarding demolition activities in the county and may charge costs to Program Maintenance. On occasion, BOA will refer complaints to WDEH for appropriate response, which will be part of the 10 on-site inspections under the contract.
5. WDEH will contact complainant by telephone within 2 business days (depending on urgency) of complaint to obtain additional information. If the complaint is not resolved by telephone, on-site investigations will be conducted as soon as practical and within two business days of responding by telephone of the complaint.
6. WDEH will document inspection results on appropriate inspection forms provided by BOA and delivered or mailed to BOA within seven days of the completion of the inspection.
7. WDEH will notify BOA of violations of the regulations observed and documented during inspections, as soon as practical, and within 24 hours of the inspection. Violations may be documented with the collection of bulk samples of suspect ACBM and photographic evidence of violations. Bulk samples shall be properly transferred, using a chain-of-custody lab analysis form, to an accredited laboratory for analysis of asbestos content. Any collected photographic evidence shall be mounted to a photographic mounting page, with a narrative and provided to BOA.
8. WDEH will report to BOA as soon as practical, but within two business days, any unreported friable asbestos containing building materials observed during an inspection that is not listed on the notification. BOA will determine further action in regard to the friable ACBM. WDEH may be requested to assist BOA in the documenting of the friable ACBM.
9. A site is considered to be multiple facilities within one structure that are located at one site. This is considered one inspection.
10. If a site contains multiple structures, only those structures which BOA provides notifications to WDEH should be inspected for payment.
11. For multiple locations, BOA has contracted for up to 2 on-site inspections. BOA reserves the right to determine which sites are to be inspected for payment. If WDEH wishes to inspect more, this cost is expected to come from the Program Maintenance.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

IV. Planning Activities

A. WDEH & BOA agrees as follows:

- WDEH will continue the Wichita Air Quality Task Force planning process.
- WDEH will implement a Public Education and Awareness Plan and the list of strategies from the Public Education & Awareness plan and will take the lead in implementing private and public sector emission reduction strategies through the Wichita Air Quality Task Force and report implementation progress. Priorities for implementation for FY 2012 shall be determined by WDEH with guidance from the Task Force.
- In conjunction with Air Quality Emission Reduction Strategies, the Air Quality Task Force identifies measures they can undertake to reduce air emissions.
- WDEH will develop a list of activities that the City of Wichita could initiate to reduce air emissions from City operations with input from other City departments. The list will be provided to all City departments and WDEH will coordinate with the other departments to implement some or all of the activities identified. Reducing energy consumption from city operations will help reduce air pollution and other emissions.
- Identify air quality partners within the four-county Metropolitan Statistical Area (MSA) and provide public outreach information to them.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

V. Emission Reduction Strategies

A. WDEH & BOA agrees as follows:

- WDEH will provide leadership in the Wichita area for EPA's Blue Skyways Collaborative (I-35 corridor project) and establish a goal for recruiting new partners, initiating mobile air pollutant reduction strategies and coordinating these activities through the KDHE and EPA contacts.
- WDEH will take the lead along with the KSU Small Business Environmental Assistance Program (SBEAP) in conducting a workshop/webinar focused on emissions reduction from mobile sources.
- WDEH will work toward the development of an idling reduction policy for the City of Wichita vehicle fleet and will work with other City departments to implement any approved policy during FY 2012.
- WDEH will contact four outlying public school districts in Sedgwick County to encourage them to commit to school bus idle reduction strategies similar to those that were recently implemented by the City of Wichita Public Schools.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

VI. Public Education, Outreach Activities

A. WDEH & BOA agree as follows:

- The WDEH will work with BOA to provide outreach to inform government, commercial, and industrial sources about opportunities to improve air quality.
- The WDEH will continue to implement a local distribution strategy for air quality related educational materials and brochures including maintenance of AQ information on the City web site and encouraging the City to include the same information on its web site.
- The WDEH will give presentations on air quality at educational events.
- WDEH will continue a series of air quality related materials that will be aired on City Cable Channel 7 and radio shows. These educational spots will promote seasonal themes such as ozone and carbon monoxide awareness. Channel 7 provides information 24 hours a day, seven days a week, so these air quality educational materials will be presented to the public via Channel 7 for approximately 4400 minutes per year.
- WDEH will conduct a minimum of five voluntary vehicle emissions testing events during FY2012 ozone season. These events will be publicized through news media and other venues to encourage citizen participation. Vehicles tested in

the events will be checked for tailpipe emissions and leaking gas caps. Vehicle owners will be given a copy of the testing results and will be provided with educational information that explains how they can help reduce air pollution in the urban area.

- The WDEH will continue to provide lawn and garden information where appropriate.
- WDEH will provide support for SBEAP's air quality related activities in Wichita as requested by the KDHE and SBEAP's local office.
- WDEH will implement a regional Air Quality awards program for business and the community sector to recognize air pollution reduction efforts.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

VII. Ambient Air Monitoring

A. Requirements

1. WDEH will operate the National Air Monitoring Stations (NAMS), State/Local Air Monitoring Stations (SLAMS), and Special Purpose Monitors (SPM) and make timely submittal of all samples and data in accordance with procedures presented in the following documents:
   - 40 CFR Part 58,
   - State of Kansas Implementation Plan for Attainment and Maintenance of NAAQS, Sec. E – Monitoring Plan,
   - Kansas Ambient Air Monitoring Quality Assurance Program/Project Plans (QAPPs) and associated standard operating procedures (SOPs), and,
   - Instrument Operator's Manuals.
2. Additions, deletions, and changes in activities will be negotiated and set out in addenda to this Work Plan.
3. WDEH agrees to provide monitoring field support to BOA in responding to natural disasters or other emergency situations. This field support can only be provided with the concurrence of the Wichita City Manager. BOA agrees that the request for assistance will include an explanation of the duties that BOA would like WDEH to assist with and an approximation of the length of time the assistance would be required. If WDEH is unable to meet other contractual

obligations due to providing this field monitoring support, BOA agrees to renegotiate those provisions.

4. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

B. General

1. Operation: WDEH will make regularly scheduled site visits, and additional site visits as necessary for maintenance, repairs, and QA/QC activities. Document all site visits and activities, and maintain required records and logs.
2. Maintenance: WDEH will perform minor repairs or secure repair service from manufacturer as needed, and coordinate more difficult problems with BOA field staff. Notify BOA by the next working day that an ambient air monitor is down due to equipment failure and provide estimated down time for repairs. Document all maintenance and repair activities, and maintain required records and logs.
3. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

C. Particulate Matter/PM_{10}

1. WDEH will retrieve/change PM_{10} filter elements on schedule. Submit PM_{10} filters to BOA within 10 working days of the end of the month.
2. WDEH will biannually inspect PM_{10} motors and change brushes (change motors as needed). Perform PM_{10} calibrations and maintenance.
3. WDEH will perform annual orifice calibrations and support equipment calibrations. Perform NPAP audit as necessary.
4. Quarterly Reporting Requirement

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

D. Continuous PM_{10}

1. WDEH will perform biweekly flow checks and perform diagnostic checks. Simultaneously replace filter element and clean inlet as necessary.
2. WDEH will perform leak check prior to hardware and software calibrations. Perform hardware and analog output calibration at least once every twelve months. Perform software calibration every six months. For samplers in small "doghouse" shelters, check air conditioning unit every six months.

3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

E. $PM_{2.5}$ FRMs

1. WDEH will retrieve/change, prepare, and ship $PM_{2.5}$ filter elements (including field blanks) to contract laboratory on schedule. Collect field blank after every tenth routine sample. Download/record, review, and transmit required data from samplers.
2. WDEH will perform monthly verifications (temperature, pressure, leak check, flow rate). Change impactors after every five sampler runs. Perform annual calibrations.
3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

F. $PM_{2.5}$ Speciation

1. WDEH will retrieve/change, prepare, and ship filter cassettes to laboratory on schedule. Submit field blanks and trip blanks to laboratory. Download/record, review, and transmit required data from speciation sampler.
2. WDEH will perform monthly verifications (date and time, temperature, pressure, leak check, flow chart) and annual calibrations.
3. Quarterly Reporting Requirements

1st Quarter	2nd Quarter	3rd Quarter	4th Quarter

(10/1 – 12/31/11)	(1/01 – 3/31/12)	(4/01 – 6/30/12)	(7/01 – 9/30/12)

G. Continuous Gaseous Monitors

1. WDEH will perform weekly maintenance. WDEH will check monitor reading vs. data logger reading quarterly or when coming back on line after downtime and report by the KDHE by voice telephone.
2. WDEH will assist BOA field staff in biannual calibrations. Perform NPAP audits as necessary.

3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

H. Review and Submission of Data

1. WDEH will transmit $PM_{2.5}$ sampler data to BOA prior to the 7th of the following month. Submit data quality report by the 15th of the following month.
2. WDEH will quarterly: collect a minimum of 85% complete and valid samples and data from at least 90% of SLAMS and NAMS continuous pollutant monitors (including TEOMs). Collect a minimum of 75% complete and valid samples and data from at least 90% of SLAMS and NAMS particulate matter samplers (HiVol PM_{10} and Sequential $PM_{2.5}$).

3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

I. Other Monitoring Projects Sumner County (Peck Community Center) $PM_{2.5}$

1. WDEH will operate and maintain the existing $PM_{2.5}$ sampler at the Peck Community Center in Sumner County and the Colvin School monitor in the City of Wichita for FY 2012 or the duration of the monitoring site in the manner described above.
2. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

J. Payment Schedule

1. WDEH will provide quarterly updates on the progress of the Ambient Air Monitoring activities.
2. Schedule

Monitoring	Number
NO_x	1
CO, O_3, SO_2	4
PM_{10}	1
cPM_{10}	4
$PM_{2.5}$ – Regular	3
$PM_{2.5}$ – Colo	1
Speciation 1/6	1
Peck $PM_{2.5}$ Regular	1
Total	16

3. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

IX. Local Priorities

A. Local Priority funding may be used to carry out air quality related tasks that are consistent with KDHE goals. This may include performing more of an activity that is in the agreement, such as complaint investigations, activities related to air emissions and pollution or outreach activities. It also could include performing other related tasks that the local agency believes are important to meet local goals.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

X. Program Maintenance

A. WDEH & BOA agree that Program Maintenance to support activities related to the assistance of the state air program are: 1) not specifically covered by the activity specific allocations, including training, reporting, and other functions necessary to carry out the air compliance and enforcement, public education, planning, and other elements of the air program, 2) additions to specifically identified allocations that may be assigned by the KDHE other than indirect costs, including 3) complaint inspections and 4) compliance assistance.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

XI. Indirect Costs

A. WDEH & BOA agree to an indirect costs associated with this contract of 21.4% of the total account reimbursed by BOA.

B. Quarterly Reporting Requirements

1st Quarter (10/1 – 12/31/11)	2nd Quarter (1/01 – 3/31/12)	3rd Quarter (4/01 – 6/30/12)	4th Quarter (7/01 – 9/30/12)

XII. The KDHE requires quarterly participation in meetings and conference calls to discuss issues that are related to the past and upcoming events with updates on the activities of each contract. *Scheduled Dates : TBD*

Appendix B

Subject:

Grant Administration – Procurement Requirements

Minority Business Enterprise (MBE), Woman Business Enterprise (WBE), Vendor Debarment

Purpose:

To assist local government grantees in complying with Title 40 of the Code of Federal Regulations (CFR), Part 31 and 32 requirements for product or service procurement.

Narrative:

The KDHE fully supports and requires compliance with all Federal and State legislation requiring fair and open competition for product or service procurement. As a requirement for continued grant funding all grantees agree to adhere to and abide by the regulations that pertain to this matter. This appendix is intended to be a resource to grantees so that they may easily locate the information and instructions they may need to comply with this regulation.

NOTE: The following information is provided as a resource only and is in no way represented to be complete. Use of local or regional databases available from chambers of commerce or business alliances is strongly encouraged.

- EPA Form 5700/52A (5/96) - Online:
  http://www.epa.gov/ogd/forms/forms.htm

- EPA Laws & Regulations – Online:
  http://www.epa.gov/lawsregs/

- Online database resources for identifying MBE/WBE:
-

  Kansas Department of Commerce/Kansas Department of Transportation

  http://www.ksdot.org/divadmin/civilrights/

  Minority Business Development Agency – "Phoenix Database Online":

  http://www.mbda.gov/

- Excluded Parties List System at http://epls.arnet.gov

Supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

APPENDIX C

CONFIDENTIALITY AGREEMENT BETWEEN KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND CITY OF WICHITA, PUBLIC WORKS AND UTILITIES, OFFICE OF ENVIRONMENTAL HEALTH

The Kansas Department of Health and Environment ("KDHE") is engaged in a contract for services with the City of Wichita, Public Works and Utilities, office of Environmental Health ("WDEH").

The KDHE believes that information that may be exchanged during the contract period to which this Confidentiality Agreement pertains should not be subject to public disclosure. Some records or information are compiled for enforcement purposes, the production of which could reasonably be expected to interfere with the KDHE enforcement proceedings.

The KDHE and WDEH agree that maintaining the confidentiality of all information documents will facilitate frank and productive discussion and the free exchange of information, necessary for the successful completion of said contract.

The KDHE and WDEH have a common interest in maintaining air quality standards, and wish to work together to protect their common interest by communicating in confidence about claims, evidence, settlement strategies or any other subjects pertaining to the performance of and completion of the contract.

The KDHE and WDEH (Parties) hereby agree as follows:

1. Confidentiality. Except as expressly provided herein, all discussions among and between the Parties, as well as all non-public documents prepared for or used during the term of this contract (collectively, "Contract Information"), shall be kept confidential and not disclosed to third persons. Contract Information includes: (a) any oral or written communications; (b) technical or financial information; (c) draft documents; (d) standardized forms or memorandum and (e) any other document or oral communication pertaining to the Parties' and performance of the contract, whether disclosed prior to or subsequent to the date of this Confidential Agreement.

2. Non-Waiver. By exchanging documents and communications with another party or parties, the Parties do not waive any privilege, immunity, or other basis for confidentiality that otherwise applies to these documents and communications, and such exchange will not render discoverable documents or information that is otherwise confidential, privileged, inadmissible or non-discoverable. The fact that a

party references, discusses, or produces documents or information will not render otherwise discoverable documents or information confidential, privileged, non-discoverable or inadmissible.

3. Compelled Disclosure. Nothing in this Confidentiality Agreement shall be construed to prejudice or limit the right of any Party to disclose documents if compelled to do so by state law or under any applicable state or federal public information disclosure law provided, however, that the Party required to disclose any Contract Information shall identify it as confidential, and if disclosed to a court, shall submit it under seal. Nothing in this Confidentiality Agreement shall be construed to preclude the Parties from using otherwise discoverable Contract Information in any future litigation.

4. Inadvertent Disclosure. Any disclosure by a Party that is inconsistent with this Confidentiality Agreement, whether such disclosure may have occurred prior to or following the execution of this Confidentiality Agreement, shall not waive the confidentiality of such documents or communications.

5. Subsequent Actions. Nothing in this Agreement shall prejudice or limit the right of the KDHE to take any action pursuant to any other statute or rule, both federal and state, to enforce the laws of the State to protect the public health, safety, or welfare of the environment.

6. Applicability. The requirements of this Confidentiality Agreement apply to the Parties and their affiliates, and their officers, directors, and employees, and any attorneys or consultants in possession of documents or information pertaining to the contract.

7. Termination. Any Party may terminate its participation in this Confidentiality Agreement by providing thirty days prior written notice to the other parties. However, the provisions of this agreement, including the confidentiality requirements of paragraph 1, shall survive termination of this Confidentiality Agreement and continue to apply to all documents and communications exchanged prior to or during the pendency of this Confidentiality Agreement. The termination of this Confidentiality Agreement shall be construed as termination of the contract to which it is attached and all payments for services will cease concurrent with the date of termination.

8. Modification of Agreement. All provisions of this Agreement may be modified by unanimous written consent of the Parties.

APPENDIX D

City of Wichita
CODE OF ETHICS

1 - PURPOSE

The purpose of this Code is to establish guidelines for ethical conduct that govern City employees in performing their duties. All City employees are covered by this Code.
City employees must subscribe to this Code, understand its meaning, and follow it.

Ethics inquiries are considered "personnel issues" and are protected from mandatory disclosure by the Kansas Open Records Act.

Nothing in this Code, creates any right to employment with the City.

2 - DEFINITIONS

Employee -- Any person employed by the City, full or part time. Elected officials, persons serving on City boards or commissions, and volunteers are not included in this definition.

Ethics Advisor – The person in each department, appointed by the Department Director, who is the liaison with the Human Resources Department regarding ethics issues. Responsibilities include:

- facilitating the complaint process
- answering questions regarding ethics and this Code
- training employees on ethical guidelines

Ethics Officer -- The City's Ethics Officer is the Human Resources Director, who is responsible for processing complaints. Responsibilities include:

- providing decision-making guidance to employees
- interpreting policy, and providing ethics advice
- reporting possible criminal activity to appropriate enforcement authorities

3 - THE CODE

The City of Wichita's Code of Ethics outlines expected behaviors for employees. The City will conduct its business fairly, impartially, in an ethical manner, and in full compliance with all applicable laws, policies and regulations. Employees will not engage in conduct that raises questions about the City's honesty, impartiality and reputation, or otherwise causes embarrassment to the City.

The following ethical standards are examples, not meant to cover all possible situations:

A. I am ethical in all activities.

- I put the public's interest above my own.
- I do not allow personal biases to dictate my job behavior.
- I make impartial decisions, free of bribes, unlawful gifts, and personal interests.
- I do not make work decisions based on any personal relationship.
- I admit when I am wrong and try to remedy the situation.
- I use my official title only when conducting City business.
- I avoid exceeding, or appearing to exceed, my authority.
- I do not improperly use or permit the improper use of confidential information.
- I do not behave in ways that could embarrass the City.

B. I am financially responsible.

- I manage City resources entrusted to me in a prudent and responsible manner.
- I do not misuse public funds for personal gain or for unintended purposes.
- I report any improper behavior regarding City resources as specified in this Code.

C. I use public property properly.

- I use City vehicles only for official City business, according to my department's guidelines.
- I do not use a City purchasing card for personal use.
- I do not show favoritism in allowing the use of public property.
- I do not grant the use of public property for political or commercial uses. (Non-profit charitable use must be approved by management at the Department Director or higher level.)
- I do not falsify, or inappropriately destroy, reports or records.

D. I follow appropriate practices regarding gifts.

- I do not use my official position to solicit gifts, donations, discounts or services for personal gain, or where the circumstances involved with the gift, donation, discount or service give even the appearance of unfair influence.
- If a gift, donation, discount or service is offered to me, I do not accept it if I believe or it appears that the item offered could influence my behavior in favor of the person or organization offering it.
  An occasional non-monetary item of nominal value is not considered a "gift," such as food at a reception generally open to employees or the public, as long as it does not present any appearance of a conflict of interest. "Nominal value" means $100 or less on any occasion or in total from one person or organization during a consecutive twelve-month period.
- If I receive a gift (such as food, seasonal decorations, etc.) from vendors or City business partners, I make it available to my work group.
- I do not accept travel, meals, or refreshments from persons doing business with the City, unless the refreshments or meals are furnished as an incidental part of my appearance at a public event in an official capacity, as hospitality extended for a purpose unrelated to the City's official business, or if travel, meals and lodging are provided in connection with teaching, a speaking engagement, participation on a professional or civic panel, or conference attendance in an official capacity.
- If my work group or I give a gift to a vendor in recognition of good service, the value will be less than $25.

E. I set an example for ethical behavior.

- I inform my department's Ethics Advisor, or the Ethics Officer, if I personally witness a violation of this Code.
- I do not pressure others to break this Code or any other rules, regulations or policies.
- I understand that if I have questions or concerns regarding this Code, I will ask my supervisor or my department's Ethics Advisor.

4 - COMPLIANCE WITH THIS CODE

Employees are responsible for understanding and following this Code, and are expected to perform their work with honesty and integrity in any areas not specifically addressed. A violation of this Code may result in disciplinary action, up to and including termination.

The City Manager is responsible for the final interpretation of this Code. The City Manager may amend this Code.

5 - DISCIPLINARY ACTIONS

The Code of Ethics will be strictly enforced, and City employees found to be in violation will be promptly disciplined, in compliance with the City's Human Resources Policy or the appropriate bargaining unit memorandum of understanding.

6 - REPORTING SUSPECTED NON-COMPLIANCE

Who May Report?
Any City employee, plus elected officials, may file a complaint alleging unethical conduct.

Duty to Report Employees must promptly report any suspected violations of this Code. If an employee suspects a violation of applicable laws, rules or regulations by any employee, he/she will report it to the department's Ethics Advisor or directly to the Ethics Officer.

The City encourages employees to identify themselves when reporting suspected violations because this will better enable the City to investigate. However, the City recognizes that employees may want to remain anonymous. The employee must still include enough information so that an investigation can be conducted. Information must include the names of the individual(s) involved, and the actions believed to violate this Code.

7- FALSE REPORTS

The City recognizes that false accusations can have serious effects on innocent individuals. False accusations occur when an employee fabricates an incident. An employee who deliberately makes false accusations will be subject to the same disciplinary actions noted in Section 5.. "No-cause" or "questionable-cause" findings do not constitute false accusations.

8 - DECLARING A POSSIBLE CONFLICT OF INTEREST

City employees are subject to the governmental ethics requirements of the Kansas Conflict of Interest Act and City Code provisions regarding conflict of interest. These cover situations in which an employee and/or an employee's spouse have a "substantial interest" (as defined by the Act) in a "business" (as defined by the Act), and the employee and/or spouse are in a position to exercise power or authority or perform a duty that affects that business.

Employees must be sensitive to any relationship that has or may have a connection to City business, or the appearance of such a connection. This includes influencing others to make decisions that could have direct financial impact on themselves, a family member, personal relationship, or business entity with which the employee, a family member or person affiliated in some other way is involved.

Employees who believe they may have a conflict of interest based on this guideline, will inform their Ethics Advisor or the Ethics Officer, who will review the situation and make a determination regarding the presence of a conflict. If a conflict of interest exists, the employee will file the Employee Conflict of Interest Statement with his/her department, the Human Resources department, and the City Clerk, as required by statute.

9 - INVESTIGATION PROCEDURES

The City will investigate all reports of suspected violations of this Code, including anonymous reports, to the extent possible. Employees will cooperate in these investigations.

Procedure for Resolving Ethics Complaints

The complainant must complete and submit a complaint form to City's Ethics Officer within three months of the alleged occurrence.

The Ethics Officer will, within 15 business days, conduct a confidential investigation.

At the end of the investigation, the Ethics Officer will notify the complainant that the matter has been addressed. The Ethics Officer will notify the accused employee and his/her Department Director of the decision and remedies.

Investigation and prosecution of potential criminal activity will proceed independently and be conducted by the appropriate officials.

10 - CONFIDENTIALITY AND WHISTLE-BLOWER PROTECTION

Confidentiality No City employee will disclose the identity of anyone who reports a suspected violation or who participates in a related investigation, unless such disclosure is required by law, regulation or legal process.

Records regarding complaints will be filed in the Human Resources Department and remain confidential.

Protection Against Retaliation It is a violation of this Code to retaliate in any form against an individual who, in good faith, reports a violation of this Code, or assists in the investigation of a reported violation. An employee who retaliates will be subject to disciplinary action, up to and including termination.

11 - COMMUNICATION OF THIS CODE

This Code will be reviewed with new employees during orientation in Human Resources. A signed acknowledgement of the review and receipt of the Code will be retained in each employee's file.

APPENDIX A

Warning Signs of an Ethical Problem

Below is a sample of phrases that may signal an ethical problem.

- “No one will ever know.”
- “I can still be objective.”
- “I deserve it.”
- “They owe it to me.”
- “Let’s keep this under our hats.”
- “Oh, don’t be such a prude.”
- “They’ll never miss it.”
- “They had it coming.”
- “I’m just fighting fire with fire.”
- “I’ll return it when I’m finished.”
- “Don’t tell me. I don’t want to know.”
- “It’s OK if I don’t gain personally.”
- “I’m just doing what I’m told.”
- “Technically, it’s legal.”
- “Everybody does it.”
- “It’s our department’s way of doing business.”
- “This won’t affect my work.”

State of Kansas

Department of Administration

DA-146a (Rev. 04-11)

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. 04-11), 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."

A. **May 21, 2006**

Vick Cooper

Kansas Department of Health and Environment

Bureau of Air and Radiation

1000 SW Jackson, Suite 310

Topeka, Kansas 66612-1366

RE: EPA, Section 105 Local Match for FY 2009

Dear Mr. Cooper:

Attached is an explanation of our local match and what Air Quality Program related activities it supports including what we use to meet EPA's requirements and how we came to these numbers. This is what I provided several years ago when our City Finance Dept asked about the match and how it works. With some modifications for increases and decreases in EPA, Section 105 funding, this is the basis of what and how we have been doing this since 1971.

The local match is for our EPA, Section 105 grant. EPA requires a 40% local match. The way they figure this is that they supply 60% of the total grant and the local agency supplies the other 40%. This year, the EPA grant amount is $90,564.00. This amount represents 60% of the total EPA, Section 105 grant for our agency. Our local match is $60,376.00, which is the other 40% of the grant. For Fiscal Year 2009, the total grant including EPA funding and our local match equals $150,940.00.

Please see the attached explanation which details the various items used and the cost basis for each. Thank you for your continued support of our local air quality program. If you have

questions or need more information, call me at 316-268-8353. My email address is JStark@wichita.gov.

Sincerely,

John H. Stark, R.S.

Air Quality Program Supervisor

C: Bill Hoffmann

Lisa Hilyard

AQ File

EPA Local Match 2009 letter.doc

Explanation of EPA, Section 105 grant local match for Wichita Dept of Environmental Health

The local match can be in the form of:

- office and other building spaces used to support the air program,
- utilities, maintenance, and other upkeep services,
- motor pool charges, data center charges, and other support activities,
- any other services that directly support the local air quality program.

Here is the breakdown of what we are using to cover this:

- Property leases/rentals - this is for the spaces we are using for sitting our air monitors at various locations around the City plus the office space we use at the Health Department. The numbers used here came from the City's Property Management Director, John Philbrick, who calculated how much the various spaces we use would rent for on a per square foot basis per year. See attached emails (pages 2 & 3) from 2001 for square footage and cost for each space we use. This comes to a total of $17,672.00 per calendar year.
- Environmental Health Dept spaces used by Air Quality - based on John Philbrick's (2001) appraisal and the percentage (square footage) of the building that Air Quality uses, the cost per year is $7,500.
- Utilities - we have estimated that electricity, water, and gas used for the Air Quality Program at all the sites that we use are approximately $5,000 per year. We do not use phone line charges or any other services that are directly paid by the grants as part of our match.
- Maintenance and custodian services - Several years ago, we took the total area (square footage) of the Health Dept and divided out the Air Program space to determine a percentage of the building that Air Quality occupies. We then took the total maintenance and custodial services charges for the year and determined what the cost was to service the Air Program spaces. Bill Farney, who is now with the County Health Dept, did those calculations for us. The cost that he provided to us was $5,125 per year for maintenance and janitorial.
- Data Center charges - this comes to $9,320.00 per year.
- Motor Pool charges - this comes to $11,940.00 per year.
- City self-insurance - this was also calculated by Bill Farney several years ago, and he estimated that Air Quality's cost per year for City self-insurance is $10,000.

When you total all of these up, it comes to $66,557.00 per year. Our required match amount is $60,376.00. These local funds are used as our match to support the monitoring, inspections, public education, planning and other activities detailed in the contract.

In addition to the above, we have the following support activities that we do not directly track or claim for our match:

- Salaries of department management and support staff and City staff from other departments who support our local Air Quality Program. We were told by the KDHE in 1998 that if we claim these non-program staff members as part of our match, all of them would have to start filling out the detailed biweekly timesheets that the four of us in the Air Quality Program are required to fill out. So we don't claim them in our match. Our best estimate of non-grant staff time costs would be about $45,000.00 per year.

- The Air Quality Program also has a public education/outreach message that runs on City Cable channel 7 all year long. The spot is about 30 seconds long, and runs about once per hour. Although the message changes seasonally, an air quality related message is presented there 365 days a year. This adds up to approximately 4400 minutes of television advertising annually that

the City of Wichita provides for us at no direct cost to the Air Quality Program. A conservative estimate of value is over $20,000.00 annually.

- "Real-time" air quality data from our various monitoring sites is available to the public via the City's web site. The URL address is: www.wichita.gov/airquality/airquality_detail.asp . Additionally, the City also maintains a series of web pages at no cost to us that support our Air Quality Program activities. The URL address for this is: www.wichita.gov/CityOffices/Environmental/AirQuality/ Estimated value is in excess of $10,000.00 per year.

Details of costs basis for office spaces used by Air Quality Program

-----Original Message-----

From: Stark, John

Sent: Thursday, February 15, 2001 11:37 AM

To: 'Bill Farney'

Cc: Brown, Jack; Stickel, Maureen

Subject: RE: Costs/square ft for office space

Sensitivity: Private

All calculations based on annual cost. Refer to March 18, 1998 memo to you for square footage of space used. Costs per square foot are based on John Philbrick's email to me which you have.

100 N Main St	$588
500 S Topeka	294
200 E 53rd N	1190
Geo Wash/Skinner	4000
Pawnee/Glenn	3600
13th/St Paul	3000
Coleman (N Hydr.)	5000

Total	$17,672

> -----Original Message-----

> From: Philbrick, John

> Sent: Thursday, February 08, 2001 4:29 PM

> To: Stark, John

> Subject: RE: Costs/square ft for office space

> Sensitivity: Private

>

> Guess on rates is about $3.00/sf for 100 N. Main, $7.00 per sf for 500 S. Topeka and 200 E. 53rd, $1.00 per sf for outside ground space at 3600 N. Hydraulic. Roof space is a tough call. Our wireless leases work out to about $30/sf. You are not as intensive or intrusive so would use something in the $15-$20 per sf range.

>

> -----Original Message-----

> From: Stark, John

> Sent: Wednesday, February 07, 2001 12:29 PM

> To: Philbrick, John

> Subject: Costs/square ft for office space

> Sensitivity: Private

>

> As per our phone conversation, here are the outlying locations where our Air Quality Section operates air monitoring equipment:

>

> 100 N Main St (basement room)

> 500 S Topeka

> 200 E 53rd St N

> 1845 George Washington Blvd

> 1903 W Pawnee

> 2828 W 13th

> 3600 N Hydraulic (concrete outdoor patio and deck space above it)

>

> As part of our agreements on use of these facilities, utilities, maintenance, insurance, security, and other incidentals are paid by the building owners, not by the Air Quality grants that fund these operations.

> Thanks for your help in determining cost per square foot rentals for these locations.

APPENDIX F

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Diesel Emissions Reductions Grant (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Ratify the grant application.

Background: The Environmental Protection Agency (EPA) has a grant program for improving environmental quality through the use of alternative fuels, emission reduction technologies, and fuel use reduction technologies. The project is administered by the Kansas Department of Health & Environment. The City submitted a grant request for $180,000 to assist with replacement of two pieces of construction equipment and engine replacement in two other pieces of equipment. The proposed City match is $380,000. It is anticipated that this grant will assist the City in continuing to meet EPA mandated air quality standards.

Analysis: In order to meet grant application deadlines, a grant request has been submitted for the clean diesel grant. The Fleet Heavy Equipment Replacement project will provide matching funds. This project is included in the Adopted 2009-2018 Capital Improvement Program (CIP) in the amount of $2.0 million in 2011.

Financial Considerations: The funding source is General Obligation bonds. If grant funds are received, the grant award will be returned to the City Council for acceptance, and the project authorization will be increased to include the grant award. The funding requested at this time is $2.0 million.

Goal Impact: This grant application addresses the Efficient Infrastructure and Core Area/Neighborhoods goals by replacing infrastructure and park maintenance equipment. Equipment replacement using CIP and grant funds also supports the Safe and Secure Community Goal by reducing the competition for limited replacement funding and improving environmental air quality.

Legal Considerations: The Law Department has reviewed the application with subsequent ratification procedure, and opined that the same satisfies Council policy. The grant application within the tight time limits available retained Council options, while the ability to withhold matching funds maintains Council control over this process.

Recommendation/Actions: It is recommended that the City Council ratify the grant application and thereby authorize the necessary signatures.

Attachment: None.

130807

Published in the Wichita Eagle on September 16, 2011

ORDINANCE NO. 49-073

AN ORDINANCE DETERMINING THE NECESSITY FOR ACQUIRING FLEET VEHICLES AND EQUIPMENT, AND PROVIDING THAT THE COST OF SAID ACQUISITION SHALL BE PAID BY THE CITY OF WICHITA, KANSAS, AT LARGE THROUGH THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS, UNDER THE CITY'S HOME RULE AUTHORITY AS SET OUT IN ARTICLE 12, SECTION 5, OF THE CONSTITUTION OF THE STATE OF KANSAS.

WHEREAS, Article 12, Section 5, of the Constitution of the State of Kansas empowers cities to determine their local affairs by ordinance; and

WHEREAS, the City of Wichita, Kansas, has determined that it is necessary and in the public interest to acquire fleet vehicles and equipment to replace vehicles and equipment that are outdated or inoperable and cannot be repaired; and

WHEREAS, the amount of general obligation bonds issued in connection with such acquisitions shall not exceed the sum of $2,000,000.00, exclusive of the costs of interest on borrowed money.

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

SECTION 1. The governing body of the City of Wichita, Kansas, hereby determines that it is necessary and declares its intention to acquire new fleet vehicles and equipment to replace vehicles and equipment that are outdated or inoperable and cannot reasonably be repaired, such equipment to be used primarily by the Parks & Recreation and Public Works & Utilities Departments.

SECTION 2. The cost of the fleet equipment is an amount not to exceed the sum of $2,000,000.00, exclusive of the costs of interest on borrowed money, and all or a part of such cost shall be paid by the City of Wichita, Kansas, at large by the issuance of general obligation bonds under the City's home rule authority under Article 12, Section 5 of the Constitution of the State of Kansas.

SECTION 3. This ordinance shall be effective upon its passage and publication once in the official City paper.

ADOPTED at Wichita, Kansas, this 13th day of September, 2011.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to Form:

_____
Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Purchase of Transit Buses (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Approval to purchase four 35' low-floor buses from Gillig Corporation.

Background: Wichita Transit has four 2001 Chance Opus (29 foot) medium-duty buses that are due for replacement. These vehicles have been included in the department's replacement schedule and are included in the City's adopted Capital Improvement Program.

Analysis: The useful life expectancy following Federal Transit Administration (FTA) guidelines for this type of vehicle is seven years or 200,000 miles. Currently, these four vehicles are 10 years old and have actual mileage totals averaging 211,422 miles, which exceeds both the age and mileage requirements for this bus type. Wichita Transit will be keeping these vehicles in service an additional 15 months based on Gillig Corp. estimated delivery time for their current production schedule.

Wichita Transit has requested and received approval from the FTA and Nashville Metropolitan Transit Authority to use the purchase option available under its open contract for this size and model of vehicle. This provides Wichita Transit the opportunity to save time and money by 1) streamlining the procurement process associated with completing a more extensive formal bid process and 2) allowing Wichita Transit to benefit from better unit pricing based on Nashville MTA's 2009 order of 125 to 200 buses.

Financial Considerations: The cost per vehicle for this procurement is $360,027. The total cost of the four buses with necessary enhancements is $1,440,108. Total funding for this procurement is $1,152,086 federal Section 5307 grant funds (80%) and $288,021 City of Wichita local match funds (20%). The local share match will be bonded when the vehicles are delivered and payment is due, which is not anticipated to occur until December, 2012.

Goal Impact: The replacement of these buses will meet the City's goal of Ensuring Efficient Infrastructure by maintaining safe and dependable transit service to those citizens in our community.

Legal Considerations: This method of procurement complies with the City's Purchasing Policy/Section 2.64.020 (j), *Intergovernmental Cooperative Contracts and Agreements*. The City's Law department has reviewed and approved the procurement as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of Gillig Corp., Inc., for the purchase of four buses and authorize the Purchasing Manager to execute a purchase order. Additionally, it is recommended that the City Council approve the bonding resolution for local match funds not to exceed $288,022.

Attachments: Letter of Intent from Nashville Metropolitan Transit Authority, Piggyback Quote Letter from Gillig Corp., and a resolution authorizing the purchase of the buses and the issuance of bonds by the City of Wichita for the local match of funds.

160002

Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-210

A RESOLUTION AUTHORIZING THE PURCHASE OF FOUR 35-FOOT LOW-FLOOR TRANSIT BUSES WITH A COMBINATION OF FEDERAL GRANTS AND LOCAL MATCHING FUNDS AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA AT LARGE TO FUND THE LOCAL MATCH PORTION OF THE PURCHASE PRICE

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

The replacement of transit buses based on the useful life expectancy schedule outlined in Federal Transit Administration guidelines.

SECTION 2. The cost of the purchase of the above described vehicles are estimated to be **One Million, Four Hundred Forty Thousand, One Hundred Eight Dollars ($1,440,108)** exclusive of the cost of interest on borrowed money. To the extent the cost of such vehicles is not paid by federal grants administered by Wichita Transit, the City of Wichita, Kansas, is authorized to issue general obligation bonds to pay such costs under the authority of City of Wichita Charter Ordinance No. 156 up to a maximum of **$288,022 (20% local match)**, exclusive of the cost of interest on borrowed money.

SECTION 3. That the advisability of said improvements is established and authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4. 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 23rd day of August, 2011.

_____
Carl Brewer, Mayor

Attest:

_____
Karen Sublett, MMC, City Clerk

Seal

Approved as to Form:

_____
Gary E. Rebenstorf, City Attorney and Director of Law

Nashville Metropolitan Transit Authority

www.nashvillemta.org

130 Nestor Street
Nashville, TN 37210-2124
615-862-5969
615-862-6208 Fax

Karl F. Dean
Mayor

Board of Directors

Thomas F. O'Connell
Chair

Jeffrey P. Yarbro
Vice Chair

Lewis Lavine
Member

Marian T. Ott
Member

Gail Carr Williams
Member

Paul J. Ballard
Chief Executive Officer

Robert Baulsir, Jr.
Chief Operating Officer

Edward W. Oliphant
Chief Financial Officer

April 26, 2011

Mr. Michael Vinson
Director of Transit, City of Wichita Transit
Transit Operations Center
777 East Waterman
Wichita, Kansas 67202

RE: Letter of Intent

Dear Mr. Vinson:

This letter is to convey an agreement between the Nashville Metropolitan Transit Authority (MTA) and the City of Wichita-Wichita Transit (COW-WT) to utilize the assign ability clause from MTA's Request for Proposal #040808-02 to purchase four (4) Conventional Diesel Engine 35' low floor buses .

Nashville MTA prepared a competitive RFP for the purchase of buses in accordance with Federal Transit Administration (FTA) rules and regulations.

Nashville MTA agrees to mutually cooperate and assist COW-WT in the procurement of new buses as specified in RFP #040808-02 as follows:

1) It is understood that the COW-WT is independently contracting with the Gillig LLC, the successful bidder, and any issue or dispute arising out the contract awarded will be the responsibility of the contracting parties.
2) It is understood between the COW-WT and MTA that the COW-WT will be responsible for the inspection, acceptance, contract administration, and payment of their vehicles in accordance with the bid and contract documents.

If you are in agreement, please sign both Letter of Intent and return one original to Nashville MTA.

COW-WT	MTA
By: Marian Williams	By: Paul Ballard
Administrator	Chief Executive Officer
Date: 5/9/11	Date: 4-26-11

PIGGYBACK QUOTE LETTER

Date: April 8, 2011
Stan Zienkewicz
Project Manager
City of Wichita KS.
777 East Watermen
Wichita KS 67202

Dear Mr. Zienkewicz:

Thank you for your interest to purchase four (4) 35ft buses by "piggybacking" off the Nashville TN. contract.

Attached you will find the variance list and price calculation sheet that would pertain to your order. Gillig is pleased to quote the following:

Four (4)35ft BUSES@ $360,027 each

This price is valid for thirty days and is FOB Wichita KS. Prices exclude any taxes and license fees. The production of your buses can be scheduled within 17 months from date of P.O. To maintain this production schedule we will require a firm purchase order within thirty days.

We thank you for this opportunity and appreciate your interest in Gillig and our products. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Joe Saldana
Gillig
Regional Sales Manager

PRICE VARIANCE
APRIL 8, 2011
WICHITA, KS PIGGYBACK ON NASHVILLE, TN
(4) 35' LOW FLOORS, SN: TBD

REF #	ITEM	NASHVILLE	WICHITA	VARIANCE
1	ENGINE EMISSIONS	2007, W/ DPF	2010, W/ SCR	$27,179.00
1	ENGINE	280 HP, CUMMINS ISM	280 HP, CUMMINS ISL	($6,615.00)
1	ENGINE OIL FILTER	STD FLEETGUARD	STD FLEETGUARD	INCL
1	E-COAT RAD/CAC, HYD COOLER	NO	NO	INCL
1	COOLANT SYSTEM CLAMPS	OETIKER	BREEZE	$158.00
2	TRANSMISSION	ALLISON B400R	ALLISON B400R	INCL
4	AXLES	HUB PILOT/GREASE SEALS	STUD PILOT/OIL SEALS	$295.00
5	HUBODOMETER	VEEDER ROOT	ENGLER	$59.00
7	FUEL FILL	EMCO WHEATON	EMCO WHEATON	INCL
7	ENGINE HOURMETER	YES	NO	($30.00)
7	REAR HAND THROTTLE	YES	NO	($100.00)
9	ELECTRICAL TOW CONNECTION	NO	NO	INCL
10	JUMP START CONNECTOR	(2) ANDERSON 350	(1) ANDERSON 350	($85.00)
11	WHEELCHAIR RAMP	LIFT-U (6:1)	LIFT-U (6:1)	INCL
12	HVAC MOTORS (TK)	PM	BRUSHLESS	$2,700.00
12	HVAC COMPRESSOR/FREON (TK)	X426/R134a	X426/R134a	INCL
12	DRIVERS HEATER MOTORS	BRUSH	BRUSHLESS	$573.00
12	AUX FRONT STEP HEATER	YES	YES	INCL
12	AUX DRIVERS FAN	NO	(2)	$152.00
12	AUX COOLANT HEATER	NO	THERMO 230	$2,383.00
13	REAR DOOR CONTROL	FULL DRIVER	FULL DRIVER	INCL
14	ALUMINUM WHEELS	FULL POLISH	MACHINE FINISH	($250.00)
14	TIRES	LEASED	LEASED	$0.00
15	AD FRAMES	NO	(1) INT, (3) EXT	$516.00
17	DRIVERS SEAT W/ 3PT BELT	USSC 9100ALX3	RECARO ERGO METRO	($379.00)
17	ELECTRICAL EQUIPMENT BOX	33"H x 20"D x 22.5"W	33"H x 20"D x 22.5"W	INCL
18	PASSENGER SEATS	AMSECO METROPOLITAN	FREEDMAN CITISEAT	$619.00
18	WHEELCHAIR RESTRAINTS	ARM	V-PRO W/ QRT MAX	$380.00
20	NYLON OVERHEAD GRAB STRAPS	NO	(8)	$152.00
21	PASSENGER WINDOWS	FULL SLIDERS	TRANSOM	($614.00)
23	INTERIOR LAMPS	LED	LED	INCL
23	FAREBOX LAMP	NO	YES	$82.00
23	RADIO ANTENNA	NO	YES	$187.00
25	FAREBOX	NO	POWER ONLY	INCL
26	DESTINATION SIGNS	TV COLOR: FRT, CS, SS	LUM AMBER: FRT, CS	($4,864.00)
26	HEATED DEST SIGN GLAZING	YES	NO	($350.00)
27	FLOORING MATERIAL	RCA RUBBER	RCA RUBBER	INCL
28	ROOF HATCHES	(2) POWER OPEN / CLOSE	(2) MANUAL OPEN / CLOSE	($200.00)
29	EXTERIOR MIRRORS	B&R 9X11, REMOTE	B&R 9X11, REMOTE	INCL
30	DRIVERS DASH GAUGES	(7)	(3)	($140.00)
31	PAINT	WHITE W/ GRAPHICS	WHITE W/ GRAPHICS	INCL
34	FIRE SUPPRESSION SYSTEM	NO	NO	INCL
35	BICYCLE RACK	BYK-RAK, 2-POSITION	NO	($700.00)
36	VIDEO SURVEILLANCE SYSTEM	MARCH NETWORKS,3-CAM	PRE-WIRE, 6-CAM	($2,184.00)
36	WLAN ANTENNA	NO	VERINT	$347.00
36	GPS ANTENNA/RECEIVER	NO	VERINT	$775.00
	EXT WARRANTY (BASIC BUS)	YES	NO	($1,000.00)

PRICE VARIANCE
APRIL 8, 2011
WICHITA, KS PIGGYBACK ON NASHVILLE, TN
(4) 35' LOW FLOORS, SN: TBD

REF #	ITEM	NASHVILLE	WICHITA	VARIANCE
	EXT WARRANTY (ENGINE)	NO	5YR/300,000	$4,500.00
	EXT WARRANTY (TRANS)	NO	YES	$2,160.00
	EXT WARRANTY (DRIVE AXLE)	NO	3YR/150,000	$977.00
	EXT WARRANTY (HVAC)	NO	3YR/UNL	$1,598.00
	EXT WARRANTY (RAMP)	NO	3YR/UNL (PARTS)	$300.00
	TRAINING	YES	NO	($600.00)

TOTAL WICHITA, KS VARIANCES	$27,981.00
NASHVILLE, TN 35' LOW FLOOR BASE UNIT PRICE	$326,967.00
DELIVERY ADJUSTMENT	($1,252.00)
WICHITA, KS 35' LOWFLOOR BASE UNIT PRICE	$353,696.00
PPI 1413 ADJUSTMENT: 217.4 (FEB'11) / 215.7 (MAY'09) = 0.79%	$2,794.00
WICHITA, KS 35' LOWFLOOR ADJUSTED BASE UNIT PRICE	$356,490.00
SPARES AND TOOLS BUDGET	$3,537.00
WICHITA, KS 35' LOWFLOOR CURRENT PRICE	$360,027.00

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council Members

SUBJECT: Project Access Contract Renewal

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the Project Access Contract Renewal and authorize the necessary signatures.

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

The City has provided financial support for Project Access since 1999 through contracts with the Central Plains Regional Health Care Foundation, Inc. (CPRHCRF), using Community Services Block Grant (CSBG) funds. Since Project Access provides such a unique set of services and outcomes, with no other vendor offering a comparable combination of services, the City has received permission from the Kansas Housing Resource Corporation to sole source contract with CPRHCRF for these services with 2011 CSBG funds. Such permission was obtained for the 2010/2011 contract.

Analysis: It is estimated that over 63,000 persons in Sedgwick County (or 15% of the population) are uninsured according to a Kansas Health Institute study. From September 1999 through June 30, 2011, 10,295 individuals have been enrolled into Project Access and have accessed donated medical care/dental care and services coordinated by Project Access. During this period, Project Access reports that it has:

- provided 262,054 prescriptions worth over $7 million;
- coordinated donated physician and dental services worth over $31.25 million; and
- coordinated donated hospital services worth over $82.5 million.

Since 2003, pharmaceutical companies have donated over $3 million in prescription medicines in partnership with the Project Access program. Currently 761 physicians, 38 dentists, eight hospitals, and 75 pharmacies participate in Project Access.

The 2010/2011 contract between the City and the CPRHCRF provided funds for prescription medications, physician-prescribed medical supplies, durable medical equipment and the coordination of services. This one-year Contract expires on August 31, 2011 and has two options to renew. This action will exercise the first renewal option to extend the contract from September 1, 2011 through August 31, 2012.

Financial Considerations: The $300,000 contract total was approved in the City's 2011 Community Services Block Grant budget. No City general operating funds are obligated by this contract.

Goal Impact: The City's support of Project Access will promote Economic Vitality and Affordable Living by providing no cost health services for uninsured low-income individuals.

Legal Considerations: The Department of Law has approved the contract renewal document between the City and the Central Plains Regional Health Care Foundation, Inc. as to form.

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

Attachments: Contract renewal document

AMENDMENT TO THE COMMUNITY SERVICES BLOCK GRANT CONTRACT BETWEEN THE CITY OF WICHITA AND THE CENTRAL PLAINS REGIONAL HEALTH CARE FOUNDATION, INC.

This contract amendment for the provision of physician-authorized medications, medical supplies and durable medical equipment is entered into September 1, 2011 by and between the City of Wichita (hereinafter referred to as the CITY) and the Central Plains Regional Health Care Foundation, Inc. (hereinafter referred to as the DELEGATE AGENCY).

WITNESSETH THAT:

WHEREAS, on the 1st day of September 2010 the above named entities were parties to a contract with the caption as set out above; and

WHEREAS, the above named parties now wish to modify and amend said contract for the purpose of enacting the first renewal option of the contract under the same terms and conditions of the original contract for one additional one-year period.

NOW, THEREFORE, the above parties, in order to exercise the first renewal option of the September 1, 2010 contract and to confirm the original intent of that contract, listed as Attachment A of this amendment, hereby agree, covenant and contract with each other that effective September 1, 2011 the terms of the agreement are hereby reaffirmed and reexecuted for and on behalf of these parties except for the following amendments, modifications, and changes indicated below.

1. Contract, first paragraph, page 1, and Section 2. TIME OF PERFORMANCE, page 1, is hereby amended to renew the contract from September 1, 2011 through August 31, 2012.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Community Services Block Grant, Project Access

Central Plains Regional Health Care Foundation, Inc. Contract Number _____.

_____. _____.
Thomas Bloxham, M.D., President Date

CITY OF WICHITA

_____.
Carl Brewer, Mayor

_____.
Date

ATTEST:

_____.
Karen Sublett, City Clerk

_____.
Date

APPROVED AS TO FORM:

_____.
Gary E. Rebenstorf, Director of Law

_____.
Date

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Airfield Pavement Rehabilitation – Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amending Resolution.

Background: Capital projects undertaken by the Wichita Airport Authority at Jabara Airport are funded by Federal Aviation Administration grants, grants from other sources such as the Kansas Department of Transportation, and Airport operating revenues. The timing for the actual receipt of outside funds can vary depending on circumstances such as Congressional action and funding program schedules. In order to assure that capital project schedules are not interrupted due to these timing fluctuations, City procedure calls for a notice of intent to issue debt financing for the full budget of the project. The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project it is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Colonel James Jabara Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

Resolution No. 10-129 was adopted on May 4, 2010, finding the existence of a public necessity for Airfield Pavement Rehabilitation at an estimated cost of $100,000.

Analysis: In a concurrent agenda item, the City Council, sitting as the Wichita Airport Authority, will take action on a request to increase a capital budget for construction and a contract for the professional services related to Airfield Pavement Rehabilitation at Jabara Airport. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

Financial Considerations: The budget requested is $3,000,000, which represents the maximum cost that will be financed with General Obligation bonds/notes. If debt is issued, the source of repayment for the bonds/notes will be a combination of grants and Airport revenues.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is leveraged through the use of financing for capital projects.

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

Recommendation/Action: It is recommended that the City Council adopt the Amending Resolution and authorize the necessary signatures.

Attachments: Amended Resolution.

OCA = 510269; UC1 = 1008

Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-211

A RESOLUTION AMENDING RESOLUTION NO. 10-129, DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE COLONEL JAMES JABARA AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. l3-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands; and,

WHEREAS, Resolution No. 10-129 of the City of Wichita, Kansas, adopted on May 4, 2010 and published on May 7 and May 14, 2010, found the existence of public necessity for Airfield Pavement Rehabilitation, and approved the payment and financing of the same, at an estimated cost of $100,000, exclusive of the cost in interest on borrowed money; and,

WHEREAS, it has now become necessary to amend Resolution No. 10-129 to expand the project to include additional professional services and construction.

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

SECTION 1. That Section 1 of Resolution No. 10-129 is hereby amended to read as follows:

"SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements (including related studies), specifically, **Airfield Pavement Rehabilitation – Jabara Airport** to the Colonel James Jabara Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project")."

SECTION 2. That Section 2 of Resolution No. 10-129 is hereby amended to read as follows:

"SECTION 2. That the cost of the above described Project is estimated to be Three Million Dollars ($3,000,000), exclusive of the cost of interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of

K.S.A. l3-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed $3,000,000."

SECTION 3. That the original versions of Sections 1 and 2 of Resolution No. 10-129, as the same previously existed, are hereby repealed and replaced with the amended versions set forth herein.

SECTION 4. 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.

ADOPTED at Wichita, Kansas, August 23, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing Amendment
2100 Block Airport Road Improvements
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Amending Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project it is necessary to declare that a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof and the manner of payment needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of General Obligation bonds for long term financing.

Resolution No. 08-419 was adopted on August 12, 2008, finding the existence of a public necessity for improvements to the 2100 Block of Airport Road at an estimated cost of $448,000.

Analysis: On August 23, 2011, the City Council, sitting as the Wichita Airport Authority, is being asked to increase the budget of the 2100 Block of Airport Road Improvements project to allow for the cost of construction and construction related professional services. It is appropriate to make notice of the intent to use debt financing for this project with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by the City Council.

Financial Considerations: The budget requested is $800,000, which represents the maximum cost that will be financed with General Obligation bonds/notes. If debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is leveraged through the use of financing for capital projects.

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

Recommendation/Action: It is recommended that the City Council adopt the Amending Resolution and authorize the necessary signatures.

Attachments: Amending Resolution.

OCA = 501828; UC1 = 1005

Published in the Wichita Eagle on August 26, 2011

RESOLUTION NO. 11-212

A RESOLUTION AMENDING RESOLUTION NO. 08-419 DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport and

WHEREAS, K.S.A. l3-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands; and

WHEREAS, Resolution No. 08-419 of the City of Wichita, Kansas, adopted on August 12, 2008 and published on August 15, 2008, found the existence of public necessity for improvements to the 2100 Block of Airport Road, and approved the payment and financing of the same, at an estimated cost of $448,000, exclusive of the cost of interest on borrowed money; and

WHEREAS, it has now become necessary to amend Resolution No. 08-419 to expand the Project approved therein to add the cost of construction and the construction related professional services.

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

SECTION 1. That Section 2 of Resolution No. 08-419 is hereby amended to read as follows:

> "SECTION 2. That the cost of the above described Project is estimated to be Eight Hundred Thousand Dollars ($800,000), exclusive of the cost of interest on borrowed money, and is to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. l3-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed $800,000."

SECTION 2. That the original version of Section 2 of Resolution No. 08-419, as the same previously existed, are hereby repealed and replaced with the amended version set forth herein.

SECTION 3. 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.

ADOPTED at Wichita, Kansas, August 23, 2011.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK
(SEAL)
APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

REVISED 8-22-11 **Agenda Item No. _____**

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: Change Order No. 1- K-15 Improvement, between I-135 and the Kansas Turnpike (District III)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the change order.

Background: On June 14, 2011, the City Council approved a contract with Cornejo & Sons, LLC, to rehabilitate south bound K-15 Highway between the I-135 Freeway and the Kansas Turnpike. The work consists of a mill and overlay. The milling work has uncovered a strata of oil sand mix that will result in a thicker than planned asphalt overlay. A change order has been prepared to authorize the additional work.

Analysis: Placing the asphalt at the proposed depth will significantly extend the life of the pavement.

Financial Considerations: The estimated cost of the additional work is $101,500 with $49,750 paid by the Kansas Department of Transportation and $49,750 paid by City General Obligation bonds. The payment will be based on final measured quantities. The original contract amount is $248,428. This change order represents 40.85% of the original contract amount, which exceeds the City Council policy that limits change orders to 25% of the original contract amount. Funding is available within the existing project budget.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving a roadway though an important transportation corridor.

Legal Considerations: ~~The Law Department has approved the change order as to legal form, subject to City Council approval of the increased expenditure.~~ ***The Law Department notes that Charter Ordinance 198 does not act as a total prohibition of higher dollar change orders that exceed 25% of the contract price. It simply requires an alternative justification to bypass public bidding. In this instance, the requirements to meet a public emergency under City Code 2.64.020 provide that justification.***

Recommendation/Action: It is recommended that the City Council waive the 25% limit on the change order, approve the change order and authorize the necessary signatures.

Attachments: Change order.

8/15/2011

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Cornejo Construction

Project: 2010 KLINK SB K-15, I-135 to KTA

Change Order No.: 1
Purchase Order No.: 130523
CHARGE TO OCA No.: 707016

Project No.: (15-87 U-2192-01/472-84897)
OCA No.: 707016
PPN: 210481

Please perform the following extra work at a cost not to exceed: $101,500.00

Additional Work: Surface course, reinforced concrete base, and asphalt shoulder repair.

Reason for Additional Work: Once the surface was milled off the concrete base was more closely observed and was in worse shape than originally thought which required additional base repair. Also, during the milling process, a strata consisting of a sandy oily mix was found which was laid in between the concrete base and the asphalt surface. The strata's bond to the existing asphalt surface was much greater than the concrete base which caused the strata to de-bond from the concrete and then come up with the asphalt millings during the milling process. The removal of the strata caused an increase of asphalt surface course by one inch along a majority of the project.

Final payment will be based on actual quantities used.

Item	Negot'd/Bid	Qty		Unit Price	Extension
A.C. Surf. Course	Bid	700	tn	$71.00	$49,700.00
Cold Milling Asphalt Surface	Bid	(1,441.8)	sy	$1.50	($2,162.70)
Reinf Conc. Base Repair	Bid	403.6	sy	$60.00	$24,216.00
Asphalt Shoulder Repair	Bid	70.84	tn	$85.00	$6,021.40
Traffic Control during Shutdown	Negot'd	30	days	$450.00	$13,500.00
Demobilize/Remobilize/Re-tack	Negot'd	1	ea	$2,143.00	$6,104.30
Material Waste due to Shutdown	Negot'd	1	ea	$1,121.00	$1,121.00
Additional hauling of milling	Negot'd	1	ls	$1,000.00	$1,000.00
Temp AC wedger	Negot'd	1	ls	$2,000.00	$2,000.00
			TOTAL		**$101,500.00**

CIP Budget Amount: $700,000.00

Consultant: Staff
Total Exp. & Encum. To Date: $620,028.72
CO Amount: $ 101,500.00
Unencum. Bal. After CO: ($-21,528.72)

Original Contract Amt.: $248,427.50

Current CO Amt.: $ 101,500.00
Amt. of Previous CO's: $ 0.00
Total of All CO's: $ 101,500.00
% of Orig. Contract / 10% Max.: 40.85%
Adjusted Contract Amt.: $349,927.50

Recommended By:

_____ _____
Greg Baalman, P.E. Date
Construction Engineer

Approved:

_____ _____
Jim Armour, P.E. Date
City Engineer

Approved:

_____ _____
Contractor Date

Approved:

_____ _____
Alan King Date
Director of Public Works

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Approved:

_____ _____
Benny P. Tarverdi Date
KDOT Metro Engineer

Attest:

_____ _____
City Clerk Date

8/15/2011

PUBLIC WORKS-ENGINEERING

CHANGE ORDER

To: Cornejo Construction

Project: 2010 KLINK SB K-15, I-135 to KTA

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			TOTAL		**$101,500.00**

CIP Budget Amount: $700,000.00

Consultant: Staff
Total Exp. & Encum. To Date: $620,028.72
CO Amount: $ 101,500.00
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Original Contract Amt.: $248,427.50

Current CO Amt.: $ 101,500.00
Amt. of Previous CO's: $ 0.00
Total of All CO's: $ 101,500.00
% of Orig. Contract / 10% Max.: 40.85%
Adjusted Contract Amt.: $349,927.50

Recommended By:

_____ _____
Greg Baalman, P.E. Date
Construction Engineer

Approved:

_____ _____
Jim Armour, P.E. Date
City Engineer

Approved:

_____ _____
Contractor Date

Approved:

_____ _____
Alan King Date
Director of Public Works

Approved as to Form:

_____ _____
Gary Rebenstorf Date
Director of Law

By Order of the City Council:

_____ _____
Carl Brewer Date
Mayor

Approved:

_____ _____
Benny P. Tarverdi Date
KDOT Metro Engineer

Attest:

_____ _____
City Clerk Date

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council

SUBJECT: ZON2011-00020 – City zone change from OW Office-Warehouse ("OW") to General Commercial ("GC") with Protective Overlay ("P-O") #255; generally located east of Rock Road, on the northwest side of Pawnee Avenue and Oak Knoll Street. (District II)

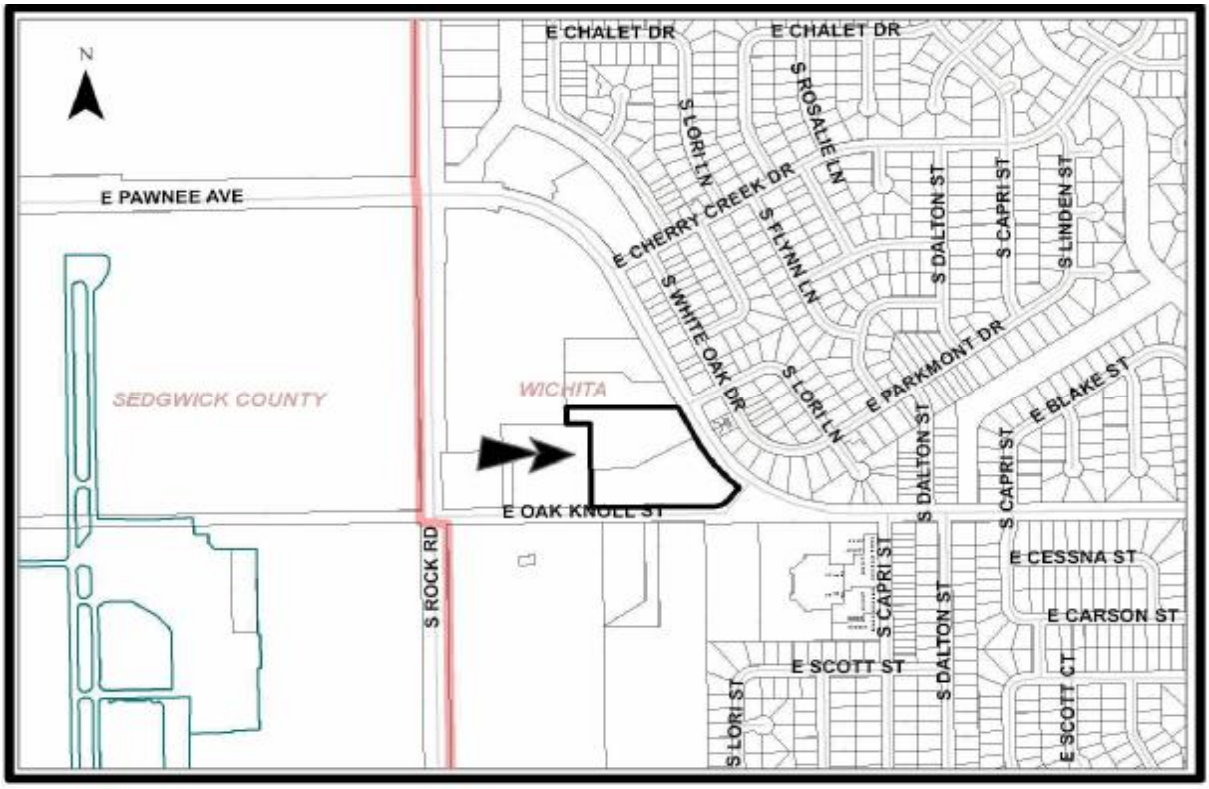
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve (10-0).

MAPD Staff Recommendation: Approve.

DAB Recommendation: Approve (10-0).



Background: The applicants are requesting consideration for General Commercial ("GC") zoning with a Protective Overlay ("P-O") on the OW Office-Warehouse ("OW") zoned, 7.07-acre, undeveloped portion of Lots 1, and 2, Block 1, Plaza at Cherry Creek Hills Addition. The proposed rezoning would allow the applicant to establish a machine shop with lathes and mills (general manufacturing) and medical services. A machine shop/general manufacturing is not permitted in the current OW zoning district, but is permitted by right in the GC zoning district, with building design considerations. Medical services are not permitted in the current OW zoning, but are permitted by right in the GC zoning district.

Properties abutting and adjacent to the site on its west and north sides are B Multi-Family Residential ("B") zoned vacant land and two – three storey apartments and OW zone vacant land and a self storage warehouse. Adjacent to the west is an LC Limited Commercial ("LC") zoned electrical substation. Further west of the site, across Rock Road, are the extensive LI Limited Industrial ("LI") zoned Cessna Aircraft properties and facilities. Cessna is one of the four principle aircraft manufacturing complexes in the Wichita – Sedgwick County community.

South and southeast of the site, across Oak Knoll Street, there is an LI and OW zoned concrete products contractor's yard, LI zoned vacant land (in the past the Durham school bus staging yard) and gas storage tanks (probably the oldest development in the area). A MF-29 Multi-family Residential ("MF-29") zoned condo development is located to the southeast of the site, across Oak Knoll Street. A SF-5 Single-family Residential ("SF-5") zoned single-family residential neighborhood is located south of the condos, the contractor's yard, the gas storage tanks, and the vacant land. There are MF-29, B, TF-3 Duplex ("TF-3"), MF-18 Multi-family Residential ("MF-18"), and SF-5 zoned apartments, duplexes and single-family residences located east and northeast of the site, across Pawnee Avenue.

Analysis: At the District Advisory Board ("DAB") II meeting held July 11, 2011, the DAB voted (10-0) to approve the request for GC zoning, subject to the provisions of Protective Overlay #255. There were no protests at the DAB meeting. At the MAPC meeting held July 21, 2011, the MAPC voted (10-0) to approve the request for GC zoning, subject to the provisions of Protective Overlay #255. There were no protests at the MAPC's hearing and Staff has received no written protest or phone calls protesting the request.

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

Goal Impact: The application supports the City's goal to promote Economic Vitality.

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

Recommendation/Actions: Adopt the findings of the MAPC and approve the zone change, subject to the provisions of Protective Overlay #255, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments:

- Ordinance
- MAPC Minutes
- DAB memo

OCA 150004

ORDINANCE NO. 49-074

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

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

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

Case No. ZON2011-00020

Zone change from OW Office-Warehouse ("OW") to General Commercial ("GC"), on an approximately 7.07-acre property described as:

Lots 1 and 2, Block 1, The Plaza at Cherry Creek Hills, Wichita, Sedgwick County, Kansas,
EXCEPT that part described as beginning at the S.W. Corner of said Lot 2; thence N 00°00'00" E, along the westerly lines of said Lots 1 and 2, 285.16 feet to a lot corner of said Lot 1, said corner being 85.16 feet north of the S.W. Corner of said Lot 1; thence N 89°43'00" W, along the westerly most south line of said Lot 1, 50.00 feet to the Westerly most south corner of said Lot 1; thence N 00°00'00" E, along the westerly most west line of said Lot 1, 148.00 feet to the westerly most N.W. Corner of said Lot 1; thence S 89°43'00" E, along the westerly most north line extended, 435.17 feet; thence S 00°00'00" W, parallel with the west lines of said Lots 1 and 2, 433.16 feet to the south line of said Lot 2; thence N 89°43'00" W, along said south line, 385.17 feet to the place of beginning;
AND EXCEPT beginning at the Northwest corner of said Lot 1; thence S 00°00'00" W along the easterly most west line of said Lot 1, 168.91 feet; thence S 89°43'00" E parallel with the North line of said Lot 1, 269.02 feet; thence S 52°18'36" E, 89.42 feet; thence S 89°43'00" E parallel with the north line of said Lot 1, 146.29 feet to a point on the east line of said Lot 1; thence N 27°04'54" W along the east line of said Lot 1, 251.36 feet to the northeast corner of said Lot 1; thence N 89°43'00" W along the north line of said Lot 1, 371.54 feet to the place of beginning;
AND EXCEPT beginning at the Northwest corner of said Lot 1; thence S 00°00'00" W along the Easterly most West line of said Lot 1, 168.91 feet; thence S 89°43'00" E parallel with the North line of said Lot 1, 269.02 feet; thence S 52°18'36" E, 89.42 feet; thence S 89°43'00" E parallel with the North line of said Lot 1, 146.29 feet to a point on the East line of said Lot 1; thence N 27°04'54" W along the East line of said Lot 1, 251.36 feet to the Northeast corner of said Lot 1; thence N 89°43'00" W along the North line of said Lot 1, 371.65 feet to the place of beginning; generally located east of Rock Road, on the northwest side of Pawnee Avenue and Oak Knoll Street, Wichita, Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #255:

General Provisions of the Protective Overlay
Total land area = approximately 7.07-acres.

1. The transfer of title on all or any portion of the land included in the development does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for development and be binding upon present land owners, their successors and assigns and their lessees unless amended.
2. If multiple ownership is anticipated an owners association agreement providing for the maintenance of reserves, open spaces, internal drives, parking areas, drainage improvements, etc, shall be filed with the plat of the area.
3. The uses allowed within this Protective Overlay shall be confined to those listed within the parcel descriptions. Any additional uses will require an adjustment or an amendment to this Protective Overlay.
4. A 35 foot setback shall be required along the perimeter of the subject site, except along the Oak Knoll frontage and that portion of the west side of the site where it abuts non-residential zoning, that zoning will be per the UZC's GC General Commercial zoning district's minimum standard. No trash receptacles, parking, lighting, or any structure will be allowed in the setbacks. The setbacks will be shown on the Protective Overlay drawing.
5. A six to eight foot tall solid wooden fence shall be installed inside the 35-foot setback of the subject site, where it abuts residential zoning.
6. All existing landscaping located within the 35-foot setbacks shall remain. A landscape buffer shall be planted and maintained within the 35-foot setbacks and around the perimeter of the subject site, as shown on an approved landscape plan, prepared by a licensed Kansas Landscape Architect. All landscaping will be located between the site's property lines and required screening/solid wooden fence. A financial guarantee shall be provided for the necessary landscaping materials and watering equipment. A landscape plan shall include how the landscaping shall be maintained. All planting must be done within a year of approval by the governing body.
7. 20-foot tall (including the base) pole lights are allowed. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. All lights on buildings will be directed down and away from residential development.
8. All trash dumpsters and loading dock areas will have solid screening around them.
9. Roof top mechanical equipment shall be screened from ground level view, per Wichita – Sedgwick County Unified Zoning Code
10. No bay doors opening up to the east or north sides, where visible from Pawnee Avenue.
11. No outside speakers/amplification
12. All off street parking and parking areas shall have a surface in accordance with the Wichita – Sedgwick County Unified Zoning Code.
13. A vehicular circulation plan shall be prepared for review and approval and include cross lot access.
14. No occupancy permits will be issued until they are serviced by municipal water and sewer.
15. All proposed new utilities will be installed underground.
16. All drives and access thorough the site will be surfaced per the standards of the City of Wichita.
17. A lot grading plan shall be prepared to conform to the drainage plan, prior to the issuance of Building Permits.
18. All buildings/structures must meet City Codes and permitting requirements.
19. Signs: All signs must be a monument type as permitted in the General Commercial ("GC") zoning district. No portable or flashing signs (unless telling the time, temperature or other public messages) shall be permitted on the subject property. No building signs shall be permitted along the face of any building that abuts a residential zoning district.

20. If the Zoning Administrator finds that there is a violation of any of the provisions of the Protective Overlay, the Zoning Administrator, in addition to enforcing the other remedies set forth in Article VIII of the Unified Zoning Code, may, with the concurrence of the Planning Director, declare that the zoning is null and void.

Parcel 1 (north parcel, with frontage on Pawnee Avenue, that portion of Lot 1, Block 1, The Plaza at Cherry Creek Hills, as described in the legal)
Maximum Building Height = 50 feet
Maximum Coverage = 30%
Maximum Gross Floor Area = 35%

The following uses are permitted: Limited and general convalescent care, limited and general day care, hospital, limited animal care, automated teller machine, bank/financial institution, medical service, microbrewery, general office, personal care service, personal improvement, general retail, and whole sale business services.

Parcel 2 (south parcel with Oak Knoll and Pawnee Avenue frontage, that portion of Lot 2, Block 1, The Plaza at Cherry Creek Hills, as described in the legal)
Maximum Building Height = 50 feet
Maximum Coverage = 30%
Maximum Gross Floor Area = 35%

The following uses are permitted: Limited and general convalescent care, limited and general day care, hospital, limited animal care, automated teller machine, bank/financial institution, medical service, microbrewery, nurseries and garden centers, general office, personal care service, personal improvement, limited and general printing and copying, general retail, self service storage warehouse, limited and general manufacturing, warehousing, welding or machine shop and whole sale business services.

No building shall used for any Manufacturing, Limited or General, or Welding or Machine Shop Use unless the entire frontage of the ground floor along the principal street frontage, Pawnee Avenue, is used for office space, display, or wholesale or retail sales."

Outdoor storage shall be only as an accessory use. Items stored outside shall located within an area with solid screening 6-8 foot tall around and will not be visible from any adjacent non- elevated street nor from ground level view of any adjacent lot.

Parking of trucks and motorized equipment on that portion of the site that will be used for limited and general manufacturing, warehousing, and welding or machine shop will be in the interior of the site, with the intent to maximize the distance between them and the residences located north and east of the site, thus reducing the impact of noise. All parking and areas will be per City Code.

Entrance to the south Parcel will be off of Oak Knoll, as approved by the Traffic Engineer and established by the vacation process to allow a drive onto Oak Knoll. No access off of Pawnee Avenue

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

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

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

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

EXCERPT OF THE JULY 21, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION

Case No.: ZON2011-20 - City zone change from OW Office Warehouse to LI Limited Industrial on property described as:

Lots 1 and 2, Block 1, The Plaza at Cherry Creek Hills, Wichita, Sedgwick County, Kansas,

EXCEPT that part described as beginning at the S.W. Corner of said Lot 2; thence N 00°00'00" E, along the westerly lines of said Lots 1 and 2, 285.16 feet to a lot corner of said Lot 1, said corner being 85.16 feet north of the S.W. Corner of said Lot 1; thence N 89°43'00" W, along the westerly most south line of said Lot 1, 50.00 feet to the Westerly most south corner of said Lot 1; thence N 00°00'00" E, along the westerly most west line of said Lot 1, 148.00 feet to the westerly most N.W. Corner of said Lot 1; thence S 89°43'00" E, along the westerly most north line extended, 435.17 feet; thence S 00°00'00" W, parallel with the west lines of said Lots 1 and 2, 433.16 feet to the south line of said Lot 2; thence N 89°43'00" W, along said south line, 385.17 feet to the place of beginning;

AND EXCEPT beginning at the Northwest corner of said Lot 1; thence S 00°00'00" W along the easterly most west line of said Lot 1, 168.91 feet; thence S 89°43'00" E parallel with the North line of said Lot 1, 269.02 feet; thence S 52°18'36" E, 89.42 feet; thence S 89°43'00" E parallel with the north line of said Lot 1, 146.29 feet to a point on the east line of said Lot 1; thence N 27°04'54" W along the east line of said Lot 1, 251.36 feet to the northeast corner of said Lot 1; thence N 89°43'00" W along the north line of said Lot 1, 371.54 feet to the place of beginning;

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BACKGROUND: The applicants are requesting consideration for LI Limited Industrial ("LI") Zoning for the OW Office-Office ("OW") zoned, 7.07-acre, undeveloped portion of Lots 1, and 2, Block 1, Plaza at Cherry Creek Hills Addition. The proposed rezoning would allow the applicant to establish a machine shop with lathes and mills (general manufacturing) and medical services. A machine shop/general manufacturing is not permitted in the current OW zoning district, but is permitted by right in the following zoning districts; GC General Commercial ("GC", with building design considerations), IP-A Industrial Park – Airport ("IP-A"), IP Industrial Park ("IP"), CBD Central Business District ("CBD"), LI Limited Industrial (LI"), and GI General Industrial ("GI"). Medical services are not permitted in the current OW zoning, nor is it permitted in the IP-A or IP zoning district. Both uses are permitted by right in the GC (as

noted), LI and GI zoning districts. The applicant has revised his request to GC zoning with a Protective Overlay.

Properties abutting and adjacent to the site on its west and north sides are B Multi-Family Residential ("B") zoned vacant land and two – three storey apartments and OW zone vacant land and a self storage warehouse. There is also a western, adjacent LC Limited Commercial ("LC") zoned electrical substation. West, south and north of the site, across Rock Road, are LI zoned Cessna Aircraft properties and facilities. Cessna is one of the four principle aircraft manufacturing complexes in the Wichita – Sedgwick County community.

South and southeast of the site, across Oak Knoll Street, there is an LI and OW zoned concrete products contractor's yard, LI zoned vacant land (in the past the Durham school bus staging yard), and gas storage tanks (probably the oldest development in the area). A MF-29 Multi-family Residential ("MF-29") zoned condo development is located to the southeast, across Oak Knoll, of the site. A SF-5 Single-family Residential ("SF-5") zoned single-family residential neighborhood is located south of the condos, the contractor's yard, the gas storage tanks, and the vacant land. There are MF-29, B, TF-3 Duplex ("TF-3"), MF-18 Multi-family Residential ("MF-18"), and SF-5 zoned apartments, duplexes and single-family residences located east and northeast of the site, across Pawnee Avenue.

CASE HISTORY: The subject site was rezoned from B to OW in 1996, subject to platting. The Plaza at Cherry Creek Hills Addition was recorded with the Register of Deeds July 30, 1999. The subject site is currently platted as parts of Lots 1 and 2, Block 1 of the Plaza at Cherry Creek Hills Addition. DAB II approved as written at their July 11, 2011 meeting.

ADJACENT ZONING AND LAND USE:

NORTH:	OW, B,	Undeveloped lands, apartments
SOUTH:	LI, OW, MF-29	contractors yard, gas storage tanks, vacant land, condos
EAST:	B, MF-29, MF-18, TF-3, SF-5	Apartments, duplexes, single-family residences
WEST:	OW, LC, LI	Self storage warehouse, electrical substation, aircraft manufacturing complex

PUBLIC SERVICES: All utilities are available to this site. Oak Knoll Street merges with Pawnee Avenue along the southeast side of the subject site. Oak Knoll and Pawnee are classified as minor arterials at this location. Oak Knoll is a paved two lane road with bar ditches running on either side of it. Pawnee is a curbed, paved 4-lane street at this location.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the Comprehensive Plan designates the site as "Employment/ Industry." The Employment/ Industry category includes centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The original proposed LI zoning was not at odds with this classification. The current requested GC zoning more closely resembles the "Regional Commercial" category, but the site's location

along two minor arterials, presents low vehicular visibility for commercial activity. However, the applicants' specific uses, a machine shop with lathes and mills (general manufacturing) and medical services, have a lower dependency on vehicular visibility, but instead serve more as predetermined destinations for employment and services, which in turn reflects the current non-residential development in this area.

Industrial locational guidelines (general manufacturing) state that: (a) Industrial areas should be located in close proximity to support services and be provided good access to major arterials, city truck routes, belt highways, utility truck lines, rail spurs, airports and as extensions of existing industrial uses; (b) Industrial traffic should not feed directly into local streets in residential areas; (c) Industrial uses should be generally located away from existing or planned residential areas and sited so as not to generate industrial traffic through less intensive land use areas. Commercial locational guidelines (medical services) are similar. The subject site has direct access to minor arterials, Oak Knoll Street and Pawnee Avenue, from which traffic from the site can get to Rock Road, a major arterial. Traffic from the site will not be using any local roads to get to and from the site. There are existing industrial uses (the gas storage tanks, the Cessna facilities and possibly the electrical substation) which have been in this area prior to residential development. None of the development along this portion of Oak Knoll is residential, office or commercial. Current development around the site is a self storage warehouse, an electrical substation, a concrete products contractor's yard, and the gas storage tanks, thus the proposed zone change would permit a use that could fit into the area with certain design features. The site does meet the locational criteria for an industrial (and also commercial) development, with the exception that there is existing residential development adjacent to its south, east and north sides.

RECOMMENDATION: The gas storage tanks, located southwest of the site along Rock Road and Oak Knoll, appear to be the oldest development in the area, dating back to at least the mid 1950s. These storage tanks established an industrial use in the area before subsequent development around it. However the heavier industrial uses in the area (concrete products contractor's yard and the gas storage tanks) and all of the LI zoning are all located south of Oak Knoll Street. North of Oak Knoll the least restrictive zoning is OW and LC. A portion of OW zoned land is developed as a self storage warehouse, while the LC zoned land is an electrical substation. The proposed machine shop and medical service would generate traffic somewhat similar or more than the concrete products contractor's yard and the machine shop could have both day and night shifts, thus introducing a new traffic pattern in the area. Permitting LI zoning north of Oak Knoll would present a disruptive zoning pattern, but allow a machine shop and medical services. GC zoning would allow both a machine shop and medical services. The GC zoning presents a continuous progress of zoning on the properties located on the north side of Oak Knoll; beginning west to east, LC, OW and GC. Sec III-D.6.n of the UZC, specifies that no building shall used for "...any Manufacturing, Limited or General, or Welding or Machine Shop Use in the GC District unless the entire frontage of the ground floor along the principal street frontage is used for office space, display, or wholesale or retail sales." The applicant has agreed to GC zoning with a Protective Overlay (PO) to more easily integrate the proposed machine shop and medical services into the area. Because the proposed zoning for the 7.07-acre site has lately changed from LI to GC, the provisions reflect the standards of a Community Unit Plan, except where modified to address site specific considerations; UZC, Sec.III-B.16.e (1). Staff

recommends APPROVAL of the GC zoning request with the following attached provisions of a Protective Overlay.

This recommendation is based on the following findings:

1. 1.The zoning, uses and character of the neighborhood: Properties abutting and adjacent to the site on its west and north sides are B Multi-Family Residential ("B") zoned vacant land and two – three storey apartments and OW zone vacant land and a self storage warehouse. There is also a western, adjacent LC Limited Commercial ("LC") zoned electrical substation. West, south and north of the site, across Rock Road, are LI zoned Cessna Aircraft properties and facilities. Cessna is one of the four principle aircraft manufacturing complexes in the Wichita – Sedgwick County community.

2. South of the site, across Oak Knoll Street, there is an LI and OW zoned concrete products contractors yard, LI zoned vacant land (in the past the Durham school bus staging yard), and gas storage tanks (probably the oldest development in the area). A MF-29 Multi-family Residential ("MF-29") zoned condo development is located to the southeast of the site. A SF-5 Single-family Residential ("SF-5") zoned single-family residential neighborhood is located south of the condos, the contractor's yard, the gas storage tanks, and the vacant land. There are MF-29, B, TF-3 Duplex ("TF-3"), MF-18 Multi-family Residential ("MF-18"), and SF-5 zoned apartments, duplexes and single-family residences located east and northeast of the site, across Pawnee Avenue.

3. The suitability of the subject property for the uses to which it has been restricted: The subject site was rezoned from B Multi-Family Residential ("B) to OW Office – Warehouse ("OW"), subject to platting in 1996. The site has never been developed. The applicants had specific uses in mind with the both their original LI zoning request and the current GC zoning request; a machine shop with lathes and mills (general manufacturing) and medical services. Neither general manufacturing nor medical services are permitted in the OW zoning district, thus the request.

4. Extent to which removal of the restrictions will detrimentally affect nearby property: Balancing the request for a zoning change to allow specific development on land that has never been developed resulted in the applicants agreeing to the GC zoning rather than the original LI zoning. The GC zoning presents a continuous progress of zoning on the properties located on the north side of Oak Knoll; beginning west to east, LC, OW and GC. The original requests for LI zoning skipped over three zoning districts and threaten to introduce LI zoning on the north side of Oak Knoll. Because the proposed zoning for the 7.07-acre site has lately changed from LI to GC, the provisions reflect the standards of a Community Unit Plan, except where modified to address site specific considerations; UZC, Sec.III-B.16.e (1).

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 designates the site as appropriate for "Employment/Industry Center." The Employment/Industry Center category's uses constitute centers or

concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The original proposed LI zoning was not at odds with this classification. The current GC zoning more closely resembles the "Regional Commercial" category, but its location along two minor arterials, presents a low vehicular visibility for commercial activity. However, the applicants' specific uses, a machine shop with lathes and mills (general manufacturing) and medical services, have a lower dependency on vehicular visibility, but instead serve more as predetermined destinations for employment and services, which in turn reflects the current non-residential development in this area.

6. Industrial locational guidelines (general manufacturing) state that: (a) Industrial areas should be located in close proximity to support services and be provided good access to major arterials, city truck routes, belt highways, utility truck lines, rail spurs, airports and as extensions of existing industrial uses; (b) Industrial traffic should not feed directly into local streets in residential areas; (c) Industrial uses should be generally located away from existing or planned residential areas and sited so as not to generate industrial traffic through less intensive land use areas. Commercial locational guidelines (medical services) are similar. The subject site has direct access to minor arterials, Oak Knoll Street and Pawnee Avenue, from which traffic from the site can get to Rock Road, a major arterial. Traffic from the site will not be using any local roads to get to and from the site. There are existing industrial uses (the gas storage tanks, the Cessna facilities and possibly the electrical substation) which have been in this area prior to residential development. None of the development along this portion of Oak Knoll is residential, office or commercial. Current development around the site is a self storage warehouse, an electrical substation, a contractor's yard, and the gas storage tanks, thus the proposed zone change would permit a use that could fit into the area with certain design features. The site does meet the locational criteria for an industrial (and also commercial) development, with the exception that there is existing residential development adjacent to its south, east and north sides.

7. Impact of the proposed development on community facilities: There may be a minimal increase of traffic generated by the machine shop yard and medical services, i.e., development. The impact on public water and sewer should be minimal.

BILL LONGNECKER, Planning staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

FARNEY moved, **HENTZEN** seconded the motion, and it carried (10-0).

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: MAPC Members

FROM: Antione Sherfield, Neighborhood Assistant, District II

SUBJECT: **ZON2011-20**

DATE: July 11, 2011

On Monday, July 11 2011, the District II Advisory Board considered the Zoning Request located East of Rock Road, on the Northwest side of Pawnee Avenue and Oak Knoll Road.

The applicants are requesting consideration for LI Limited Industrial ("LI") Zoning for the OW Office-Office ("OW") zoned, 7.07-acre, undeveloped portion of Lots 1, and 2, Block 1, Plaza at Cherry Creek Hills Addition. The proposed rezoning would allow the applicant to establish a machine shop with lathes and mills (general manufacturing) and medical services. A machine shop/general manufacturing is not permitted in the current OW zoning district, but is permitted by right in the following zoning districts; GC General Commercial ("GC", with building design considerations), IP-A Industrial Park – Airport ("IP-A"), IP Industrial Park ("IP"), CBD Central Business District ("CBD"), LI Limited Industrial (LI"), and GI General Industrial ("GI"). Medical services are not permitted in the current OW zoning, nor is it permitted in the IP-A or IP zoning district. Both uses are permitted by right in the GC (as noted), LI and GI zoning districts. The applicant has revised his request to GC zoning with a Protective Overlay.

Properties abutting and adjacent to the site on its west and north sides are B Multi-Family Residential ("B") zoned vacant land and two – three storey apartments and OW zone vacant land and a self storage warehouse. There is also a western, adjacent LC Limited Commercial ("LC") zoned electrical substation. West, south and north of the site, across Rock Road, are LI zoned Cessna Aircraft properties and facilities. Cessna is one of the four principle aircraft manufacturing complexes in the Wichita – Sedgwick County community.

South and southeast of the site, across Oak Knoll Street, there is an LI and OW zoned concrete products contractor's yard, LI zoned vacant land (in the past the Durham school bus staging yard), and gas storage tanks (probably the oldest development in the area). A MF-29 Multi-family Residential ("MF-29") zoned condo development is located to the southeast, across Oak Knoll, of the site. A SF-5 Single-family Residential ("SF-5") zoned single-family residential neighborhood is located south of the condos, the contractor's yard, the gas storage tanks, and the vacant land. There are MF-29, B, TF-3 Duplex ("TF-3"), MF-18 Multi-family Residential ("MF-18"), and SF-5 zoned apartments, duplexes and single-family residences located east and northeast of the site, across Pawnee Avenue.

CASE HISTORY: The subject site was rezoned from B to OW in 1996, subject to platting. The Plaza at Cherry Creek Hills Addition was recorded with the Register of Deeds July 30, 1999. The subject site is currently platted as parts of Lots 1 and 2, Block 1 of the Plaza at Cherry Creek Hills Addition.

ADJACENT ZONING AND LAND USE:

NORTH:	OW, B,	Undeveloped lands, apartments
SOUTH:	LI, OW, MF-29	contractors yard, gas storage tanks, vacant land, condos
EAST:	B, MF-29, MF-18, TF-3, SF-5	Apartments, duplexes, single-family residences
WEST:	OW, LC, LI	Self storage warehouse, electrical substation, aircraft manufacturing complex

The DAB Board had the following concerns:

- **Are there any protest petitions?**
- **How many homes fall within notification area?**
- **DAB members concerned there was no protest petition within residential surrounding area.**
- **Is the 35ft setback built into the protective overlay?**
- **Will there be any curb cuts on Pawnee?**
- **How much screening will be provided seeing that the fence is relatively close to road?**
- **Are there any complaints from residents who reside directly behind site location.**
- **What is the business use?**

Recommended Action: The DAB approved the case **(7-0)** contingent on **removal** of **no billboard permitted** restriction listed in the Staffing recommendation.

Antione Sherfield
Neighborhood Assistant – District II

City of Wichita
City Council Meeting
August 23, 2011

TO: Mayor and City Council Members

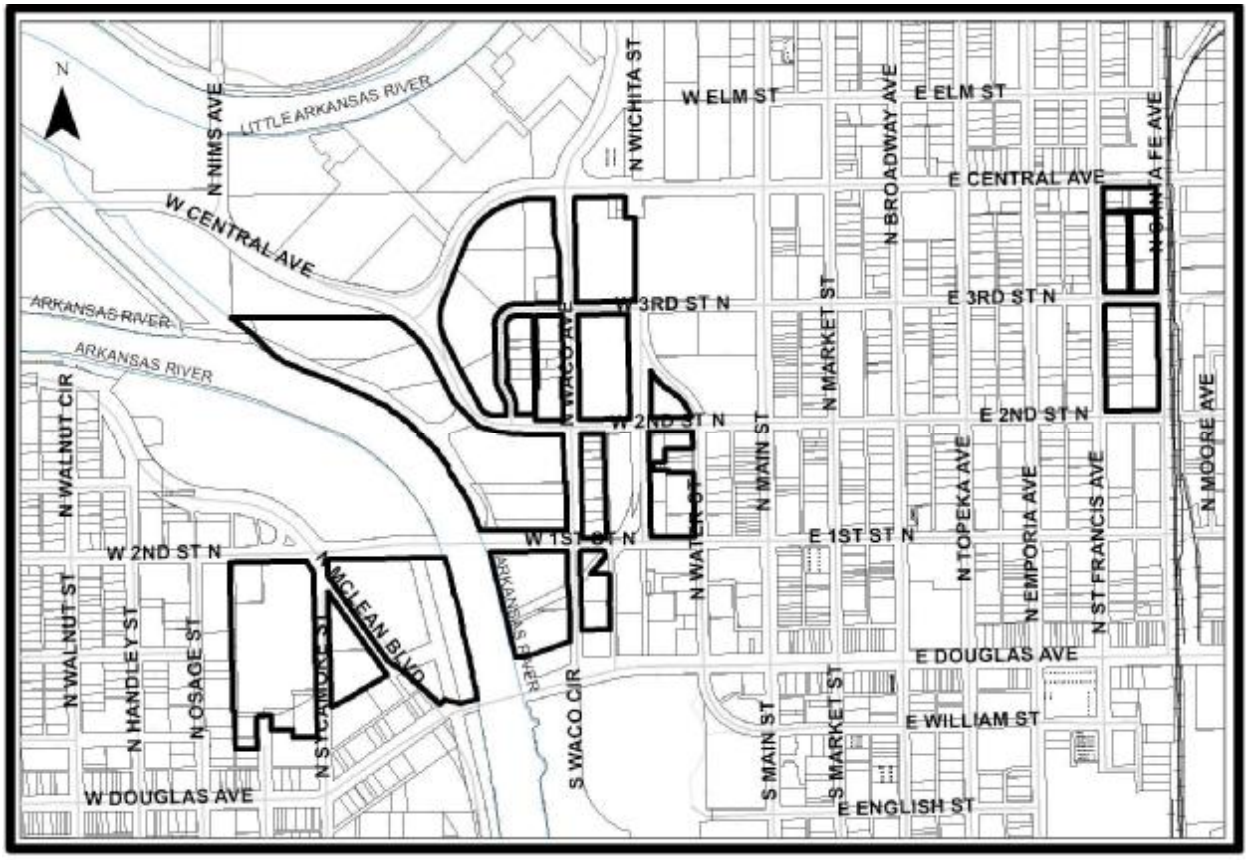
SUBJECT: DR2011-04: Downtown Rezoning Proposal (Districts IV and VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve (9-0).

MAPD Staff Recommendations: Approve.



Background: On December 14, 2010, the Wichita City Council adopted Project Downtown: the Master Plan for Wichita to serve as a blueprint for revitalization of downtown. One of the goals of Project Downtown is to "foster development with new tools." One of Project Downtown's strategies by which this goal is proposed to be accomplished is to "update zoning to enable high-value walkable development."

To implement this strategy, the Metropolitan Area Planning Commission (MAPC) initiated a rezoning of certain properties currently zoned either "B" Multi-Family, "LC" Limited Commercial, "GC" General Commercial, or "LI" Limited Industrial to "CBD" Central Business District. The proposed rezoning is similar to MAPC initiated zoning changes to "CBD" Central Business District that have been approved in the past for the Commerce Street Arts District and the Douglas Design District. The properties proposed for rezoning to "CBD" Central Business District are outlined on the map above.

Analysis: Project Downtown recommended that the zoning in downtown be updated to the "CBD" Central Business District zoning classification in order to accomplish the following benefits:

1. "CBD" Central Business District zoning permits existing uses to continue on the properties to be rezoned while also permitting additional uses not currently permitted. In particular, residential uses are not currently permitted on the properties currently zoned "LI" Limited Industrial. Mixed-use development is key to promoting walking in downtown.
2. "CBD" Central Business District zoning does not have an on-site parking requirement, which makes it easier to provide parking off-site or to share parking among adjacent properties. Shared parking is key to the "park once" strategy for promoting walking in downtown.
3. "CBD" Central Business District zoning does not have setback requirements or height limitations, so larger buildings can be built than is currently permitted. Higher density development is key to promoting walking in downtown.

In the Notice of Public Hearing that was mailed to affected property owners, owners that did not want their property to be rezoned could submit an "Opt Out" form to have their property remain as currently zoned. No "Opt Out" forms were received. No Protest Petitions have been received.

Financial Considerations: None.

Goal Impact: The proposed downtown rezoning addresses the Quality of Life goal by promoting desired future land uses for downtown.

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

Recommendation/Actions: Adopt the findings of the MAPC, approve the zone change as recommended by the MAPC, and place the ordinance on first reading (simple majority required).

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

Attachments: MAPC Minutes Excerpt
Ordinance

OCA150004

Published in The Wichita Eagle on September 16, 2011

ORDINANCE NO. 49-075

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

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

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

Case No. DER2011-00004

Zone change to CBD Central Business District for those properties listed, depicted and legally described in “Downtown Proposed Rezoning.” which is incorporated herein as “Exhibit A” and by this publication made part of this ordinance.

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 AT WICHITA, KANSAS, September 13, 2011.

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

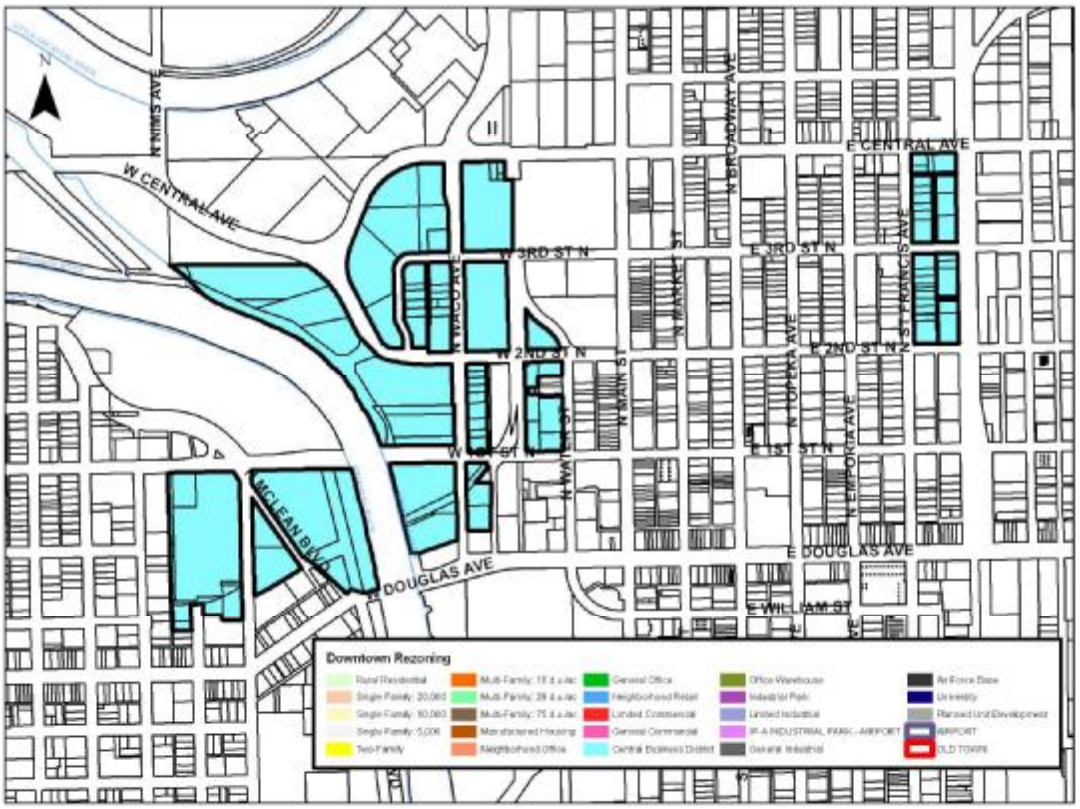
(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

Exhibit A

Downtown Proposed Rezoning



EXCERPT OF THE JULY 21, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

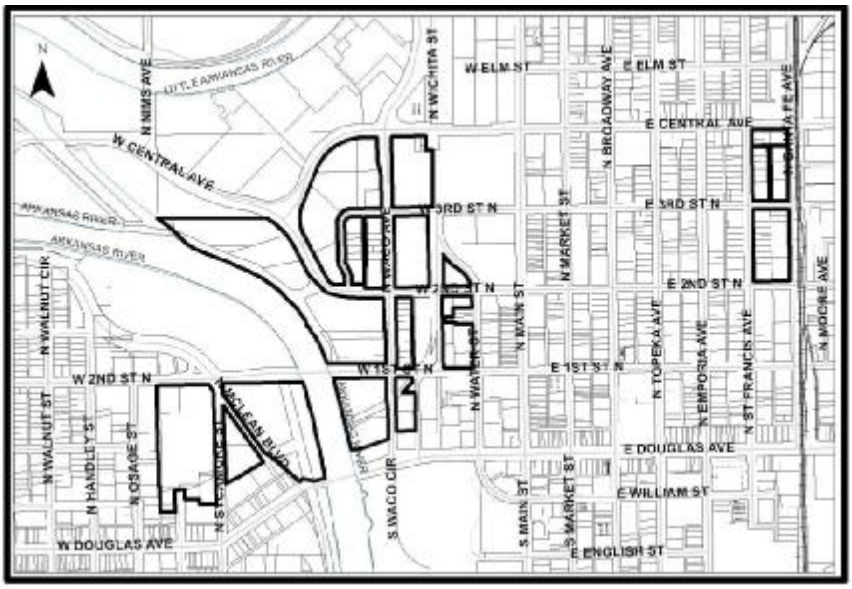
Case No.: DR2011-04 - Project Downtown Rezoning Proposal. The Wichita-Sedgwick County Metropolitan Area Planning Commission initiated rezoning of certain downtown properties from B Multi-Family; LC Limited Commercial, GC General Commercial, and LI Limited Industrial to CDB Central Business District CBD on properties generally described as:

All of the properties that are proposed to be rezoned are located within the area generally bounded by: Central on the north, Santa Fe on the east, and Douglas on the south, and Osage on the west.

Background: In November, 2010, the Metropolitan Area Planning Commission (MAPC) adopted Project Downtown: the Master Plan for Wichita to serve as a blueprint for revitalization of downtown. One of the goals of Project Downtown is to "foster development with new tools." One of Project Downtown's strategies by which this goal is proposed to be accomplished is to "update zoning to enable high-value walkable development."

To implement this strategy, the MAPC voted on June 23, 2011 to initiate a rezoning of certain properties currently zoned either "LC" Limited Commercial, "GC" General Commercial, or "LI" Limited Industrial and to "CBD" Central Business District and established July 21, 2011 as the public hearing to consider the Project Downtown Rezoning Proposal. The proposed rezoning is similar to MAPC initiated zoning changes to "CBD" Central Business District that have been approved in the past for the Commerce Street Arts District and the Douglas Design District.

The properties proposed for rezoning to "CBD" Central Business District are outlined on the map below. Attached maps show the existing zoning of the area, and how the area would be zoned if the proposed rezoning is approved.



The proposed update to downtown's zoning has several benefits:

1. "CBD" Central Business District zoning permits existing uses to continue on the properties to be rezoned while also permitting additional uses not currently permitted. In particular, residential uses are not currently permitted on the properties currently zoned "LI" Limited Industrial. Mixed-use development is key to promoting walking in downtown.
2. "CBD" Central Business District zoning does not have an on-site parking requirement, which makes it easier to provide parking off-site or to share parking among adjacent properties. Shared parking is key to the "park once" strategy for promoting walking in downtown.
3. "CBD" Central Business District zoning does not have setback requirements or height limitations, so larger buildings can be built than is currently permitted. Higher density development is key to promoting walking in downtown.

The attached Notice of Public Hearing contains an "Opt Out Form." Any property owner that does not wish to be rezoned need only submit this form prior to the July 21, 2011, public hearing to have their property remain as currently zoned. The Notice of Public Hearing also provides my direct contact information for any property owner who needs additional information regarding the rezoning proposal and how it may impact their property. Many property owners have contacted me regarding the rezoning proposal and all have been supportive. To date, no Opt Out Forms have been received.

Recommendation: The Project Downtown Rezoning Proposal is a tool to implement the goals and initiatives contained in the Project Downtown: the Master Plan for Wichita. Accordingly, planning staff recommends that the proposed rezoning be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood. The rezoning proposal is consistent with and reflective of the present character and uses within the neighborhood. The "opt-out" provision allows property owners to remain as currently zoned, if they so choose.

2. The suitability of the subject property for the uses to which it has been restricted. The predominate LI Limited Industrial and GC General Commercial zoning of the area proposed to be rezoned has setback, height, and on-site parking regulations that are inconsistent with the dense, mixed-use development pattern envisioned by Project Downtown. Additionally, the LI Limited Industrial zoning classification does not permit residential uses.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The predominate zoning of nearby properties is CBD Central Business District; therefore, there should be no detrimental effects on these properties.

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan: The requested change is consistent with policy direction contained in both the Wichita-

Sedgwick County Comprehensive Plan and Project Downtown: the Master Plan for Wichita.

5. Impact of the proposed development on community facilities: New development that may result from this rezoning proposal will be more consistent with planned community facilities for the area than development that could occur without the rezoning.

SCOTT KNEBEL, Planning Staff presented the Staff Report.

He said they received communication from Ruffin Properties saying that they wished they had been included in the rezoning. He said staff will be looking at the Douglas frontage in the Delano District because they have had a number of requests in the past for redevelopment projects in that area. He said one option they are looking at is changing the corridor to Central Business District similar to what has been done east of downtown.

ALDRICH asked about the notification procedure and the opt out option.

KNEBEL explained that notices were mailed and the opt out form was part of the notice.

ALDRICH asked if any notices came back.

KNEBEL said no notices to the actual property owners came back with the opt out form. He added that they were required to notify surrounding properties and one of those notices was returned.

ALDRICH clarified that once the rezoning takes place, the property owner loses the ability to opt out.

KNEBEL said yes once the Ordinance is published then the zoning is changed. He said a property owner would have to initiate the rezoning process.

MOTION: To approve subject to staff recommendation.

DENNIS moved**, KLAUSMEYER** seconded the motion, and it carried (9-0).

City of Wichita
City Council Meeting
August 23, 2011

TO: Wichita Airport Authority

SUBJECT: 2100 Block Airport Road Improvements
Budget Adjustment
Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment.

Background: On August 12, 2008, the Wichita Airport Authority approved an agreement with TranSystems in the amount of $52,000 for improvements to the 2100 Block of Airport Road, as well as campus landscaping and sidewalks. As the project progressed, it became apparent there was significant need to include additional design elements including, enhanced lighting and security fence replacement. Additionally, a small street extension was added to the design connecting Airport Road to the south rental car ready/return parking lot's entrance driveway. This new segment of street will remove food and beverage delivery, rental car, and some FAA Tower employee traffic from passing in front of the terminal. This will have the positive effect of reducing vehicle/pedestrian conflicts and increasing safety in the congested traffic lanes in front of the existing terminal, as well as the future new terminal building. To address this additional design work, Supplemental Agreement No. 1 in the amount of $26,040 was approved by the WAA on May 10, 2011.

Analysis: A supplemental agreement with TranSystems for construction-related services is undergoing development and will be presented for approval shortly.

Financial Considerations: Funding for this project is derived from Airport revenues, either directly or through the repayment of General Obligation bonds. The adopted project budget of $448,000 was initially projected to cover the costs for engineering design services, bid services, and pavement rehabilitation. A budget increase in the amount of $352,000 is hereby requested to cover the anticipated construction costs, and the future cost of construction professional services. This change results in a total budget of $800,000. In the interest of not delaying or deferring this project to 2012, staff is requesting that this budget adjustment be approved prior to bid opening so the project may proceed this calendar year.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through improvements which will enhance the usefulness and safety of Airport facilities and better serve the tenants and customers of the Airport.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget adjustment.

Attachments: None.

City of Wichita
City Council Meeting
August 23, 2011

TO: Wichita Airport Authority

SUBJECT: Pavement Rehabilitation
Budget Adjustment and Supplemental Agreement No. 1
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment, supplemental agreement, and grant application.

Background: This project was approved by the Wichita Airport Authority (WAA) on May 4, 2010, with an initial budget of $100,000. In order to take advantage of Federal Aviation Administration (FAA) funding availability, the design contract included a runway pavement surface sensor system, pavement rehabilitation, removal, and replacement of a portion of the General Aviation Apron and the correction of drainage problems. As the project design progressed, it was determined that the Taxiway A-6 pavement was in a condition of advanced deterioration, and reconstruction rather than rehabilitation would be necessary. The FAA concurred, and reconstruction of this pavement was added to the design. Additionally, as the project design progressed, a potential tenant project developed adjacent to Taxiway A-6 and in the same location where a portion of the temporary taxiway was planned. The pending (currently in negotiation) tenant hangar project will require site grading, an entrance taxiway, and utilities to the hangar site. This work was included within the project's design due to the significant overlap of work and sequencing of construction. The FAA was consulted regarding the adjacent site development project and concurred that combining the site and utility work in the same project as the taxiway reconstruction would best serve the project. Non-eligible (for federal participation) work will be tracked separately and funded with Airport revenues. Professional Engineering Consultants (PEC) was selected by the Staff Screening and Selection Committee process to provide consulting services.

Analysis: This rehabilitation project has been developed to extend the life of the airfield pavements, thereby delaying the need for future major reconstruction. It will also provide needed infrastructure to a pending tenant hangar development, thereby allowing the new tenant project to proceed without delay. This project is included in the approved CIP. A supplemental agreement with PEC in the amount of $352,211 has been prepared to authorize additional design and the construction-related services. In order to take advantage of FAA funding, staff has prepared a grant application for the construction and construction-related services. This project is contingent upon receipt of grant funding. As per City Administrative Regulations the City Auditor has reviewed the contract and selection process.

Financial Considerations: Ultimate funding for the eligible work is expected to be ninety-five percent from Airport Improvement Program Grant funds and five percent from Airport revenues either directly or through the repayment of General Obligation bonds. The adopted project budget was established to cover the initial costs for design and bid services, administration, contingencies, and any additional follow-on services needed prior to awarding the construction contract. A budget increase is requested to cover the anticipated construction and construction-related services costs in the amount of $2,900,000, bringing the total budget to $3,000,000. Refer to the table for the consultant contract history.

	Amount	Description	Date
Contract	$61,758	Design and Bid Services	5/4/2010
SA No. 1	352,211	Additional Design and Construction Related Services	8/23/2011
	$413,969	Total Not-To-Exceed Cost	

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through the development of infrastructure to serve the aviation community.

Legal Considerations: The Law Department has approved the agreement as to legal form. Application and utilization of this grant is within the Wichita Airport Authority's statutory powers. The application complies with Federal Aviation Administration procedural requirements.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget adjustment and the supplemental agreement and authorize the necessary signatures. It is recommended that the Wichita Airport Authority approve the grant application and acceptance of grant funds and authorize the Director of Airports to sign all documents related to the grant.

Attachments: Supplemental Agreement No. 1; Grant Application.

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated May 04, 2010 for consulting services to be provided by the CONSULTANT in conjunction with the Rehabilitation of Airfield Pavements, Reconstruction of General Aviation Apron, and Taxiway A-6, and Taxiway A-6 Site Improvements at Colonel James Jabara Airport, City of Wichita Project Number 467-051, FAA AIP Project Numbers 3-20-0089-19 & 3-20-0089-20 hereinafter called the "PROJECT"; and

WHEREAS, the OWNER desires that the CONSULTANT provide additional design services to reconstruct Taxiway A-6, improvements for the Wichita Air Services Entrance, revisions to the Taxiway A-6 Safety Plan, and compliance with City of Wichita's newly enacted Stormwater Quality Management requirements.

WHEREAS, the OWNER now desires to proceed with Phase III Construction Phase Services of the existing Agreement in conjunction with constructing the PROJECT;

WHEREAS, Paragraphs I, Exhibit A Paragraph C. of the existing Agreement provides that the Scope of Services and Payment to the CONSULTANT for furnishing Construction Phase Services for the Phase I PROJECT shall be established by Supplemental Agreement; and

WHEREAS, it is the desire of both parties that the CONSULTANT provide Construction Phase Services for the PROJECT, and in compliance with the F.A.A. Central Region criteria:

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

I. SCOPE OF SERVICES

A. <u>ADDITIONAL DESIGN SERVICES</u>

1. Provide additional design services to prepare additional Final Engineering Plans and cost estimating of Reconstruct Taxiway A-6. The additional services will be incorporated into the Plans and Contract Documents for the PROJECT. Specifically, the CONSULTANT will undertake the following tasks:

   a. Perform field survey of the Taxiway A-6 project area using mean seal level vertical datum and Kansa State Plane coordinate system horizontal control. Field Survey will be limited to the vicinity of Taxiway A-1. All field surveys shall include topographic features utility locates, miscellaneous planimetric and topographic measurement, and establish horizontal and vertical control for the PROJECT.

   b. Prepare base plans for the PROJECT.

   c. Design approximately 600 L.F. of Taxiway A-6 reconstruction, extending west from existing Taxiway A. See Exhibit A-1 for a diagram of Taxiway A-6. Design efforts for taxiway reconstruction will include:

      (i) Taxiway layout (width, length, etc.) will match existing.

      (ii) Pavement thickness will be the same as the rest of the airfield pavements, including replacement of drainage layer material.

      (iii) Existing pavement subdrain system will be replaced as necessary.

(iv) Regrade ditch as west end of taxiway to alleviate existing drainage problem.

(v) Design of shoo-fly taxiway to maintain aircraft access to tenants along north side of Taxiway A-6 throughout construction, or as negotiated with Tenant(s).

(vi) Traffic operations/safety plan.

(vii) Construction operations and phasing plan.

d. Meet with the OWNER periodically to discuss matters pertinent to the PROJECT design.

e. Incorporate the additional design drawings, specifications, and cost estimates into the project documents that are being prepared for the existing PROJECT.

2. Provide additional design services:

a. To prepare additional Final Engineering Plans and cost estimating for additional paving, drainage, and electrical improvements at the taxiway entrance to the Wichita Air Services hanger at the west end of Taxiway A-6. The following services will be provided:

(i) Paving and grading design for the additional width of taxiway pavement.

(ii) Extend culvert beyond the edge of new pavement and provide erosion control at inlet.

(iii) Design for replacement of existing edge light fixtures which will be located in the new pavement.

(iv) Marking plan revisions for new pavement width.

b. Subsequent to completion and submittal of the office check plans in December 2010, the OWNER requested significant revisions to the Taxiway A-6 safety plan to accommodate a planned tenant development project that would impact the temporary taxiway located along the south side of Taxiway A-6.

c. Additional civil design services will be required in order to complete the project documents in order to comply with the City of Wichita's newly enacted Stormwater Quality Management requirements. Services to be provided include:

(i) Prepare design computation/analysis that demonstrate compliance with the regulatory water quality treatment standards.

(ii) Assemble summary report of study/analysis computations, maps, and documents and submit to City of Wichita Stormwater Management office.

(iii) Meet with City Stormwater Management office staff to review summary report and obtain design concurrence.

3. Provide additional design services:

a. Subsequent modifications to the previous taxiway entrance modifications in Paragraph I.A.2.a. at the Wichita Air Services hanger. In order to complete this design revision, the following services will be provided:

(i) Paving, grading, and jointing design for the revised taxiway entrance pavement geometry.

(ii) Extend culvert beyond the east edge of the new pavement and provide erosion control at inlet.

(iii) Extend culvert beyond the west edge of temporary pavement widening and provide erosion control at outlet end.

(iv) Marking plan revisions for new pavement width.

(v) Compute revised quantities for design revisions.

(vi) Revise project manual (specification manual) to reflect revised/additional bid items and quantities.

b. Prior to completion of final review plans the OWNER indicated a change was needed to revise the safety plan to move the parallel segment of the temporary taxiway further south to accommodate a tenant development project. The new and old alignment are show on attached Figs 2A and 2B,

respectively. In order to complete the safety plan per Fig. 2A, the following additional services will be provided:

(i) Complete the geometric alignment and profile grade design of the temporary taxiway.

(ii) Revise and coordinate the safety plan notes and details to reflect the new design.

(iii) Revised the plan to include reflective edge markers long the temporary taxiway.

(iv) Compute revised quantities as a result of plan revisions.

c. To accommodate the pending tenant development the following additional services will be provided:

(i) Prepare a detailed paving and grading plan for the temporary taxiway, particularly that segment to be left in place to serve the tenant as an access road. The detailed design effort is above that which is required and included in Paragraph I.A.3.b. above as the pavement is to remain in place and must be coordinated closely with the tenant project to ensure that the grades and alignment between the two projects are in agreement.

(ii) Prepare a site grading plan for the tenant development area that will develop a rough "building pad". The limits of the grading is generally described as being bounded by Taxiway A-6, the A-6 temporary taxiway, and the west object free area line of Taxiway A.

(iii) Prepare and /or edit project plans to include a taxiway entrance off the south side of Taxiway A-6 into the planned tenant project site. Geometry and jointing will be included initially, with detailed grading of the pavement to likely occur after the project is advertised in order to coordinate with the tenant development plans.

(iv) Prepare electrical lighting plans and details to install/modify edge lights along Taxiway A-6 and the new taxiway entrance.

(v) Extend existing 8" water main along access road approximately 150' to the planned tenant site. Submit PPW project plans to City of Wichita.

(vi) Extend existing 8" sanitary sewer along access road approximately 150' to the planned tenant site. Submit PPS project plans to City of Wichita.

(vii) Extend communication and power conduits along access road approximately 150 feet to the planned tenant site. Power conduit will be empty. Communications conduit will include copper phone cable and handhole at the east end of the line.

(viii) Revise, edit, and append specification manual to include all new technical specifications, bid item descriptions, etc. required to accommodate that additional construction work being added to the project.

(ix) Prior topographic survey of the project area will be utilized for design. No additional survey work will be performed.

B. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of the CONSULTANT's Project Manager.

1. During Construction Provide the Following:

a. Assist in conducting Pre-Construction Conference and development of minutes.

b. Prepare a "Construction Observation Program" and submit same to the OWNER & the FAA for concurrence prior to start of construction.

c. Prepare estimate forms for periodic payment to the Contractor.

d. Receive and review Contractor's quality control plan, safety plan, shop drawings, and material certifications.

e. Receive and review Contractor falsework and formwork details as may be required by the contract documents. Submittals shall be reviewed with respect to conformance with the requirements of the project specifications and general conformity to the lines, shapes and dimensions detailed in the

plans. This task will not include an analysis of the structural adequacy of the formwork or falsework.

f. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.

g. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.

h. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.

i. Review materials field test reports as submitted by the Resident PROJECT Representative.

j. Assist OWNER with Buy American Preferences compliance.

k. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.

l. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.

m. Conduct Final Inspection of the work.

n. Issue Certificate of Completion when the PROJECT has been completed.

o. Meet with OWNER as requested during construction to review progress.

2. <u>After Construction Provide the Following</u>:

a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident PROJECT Representative.

b. Deliver "Record" drawings to the OWNER in both hard copy (reverse vellum) and digital form (CD-Rom & pdf full-size and half-size). Digital files shall include only those drawings prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (MS Word) with the "Record" drawings.

C. RESIDENT ENGINEERING SERVICES. Resident Engineering duties will routinely be the responsibility of the CONSULTANT's Resident PROJECT Representative.

1. During Construction Provide the Following:

a. Provide personnel acceptable to the OWNER to perform technical observation during construction of the PROJECT, including a full-time Resident PROJECT Representative, who shall be supervised by the PROJECT Resident Engineer. The Resident Engineer shall be a registered Professional Engineer with qualifications conforming to the Central Region FAA "Standards for Construction Observation", and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident PROJECT Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for the OWNER against defects and deficiencies in the work; but the furnishing of such resident PROJECT representation shall not make the CONSULTANT responsible for the Contractor's failure to perform the construction work in accordance with the contract documents.

b. Establish construction layout control points including benchmarks and horizontal control points as may be required Periodically review and check in field the Contractor's staking notes and layout.

c. Supervise inspection and OWNER responsible testing. Arrange for, conduct (or witness), field, laboratory, and shop tests of construction materials as required by the plans and specifications; determine the suitability of materials, and compliance with "Buy American" requirements for materials on the site and brought to the site, to be used in the construction; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work.

d. Photograph existing conditions prior to construction beginning, during construction, and after Project Acceptance. File and document as per FAA requirements.

e. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.

f. Attend all project meetings, develop and provide minutes of project meetings within 7 days after the meeting.

g. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to the CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.

h. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.

i. Perform on-site Labor Standard Interviews.

j. Review requests for monthly and final payments to the Contractor and forward same to the CONSULTANT's Project Manager with recommendations for approval.

k. Provide record information to the CONSULTANT's Project Manager for preparation of "Record" drawings, and a "Summary of Test Reports" on the completed work.

l. Prepare "Certificates of Completion" for review by the CONSULTANT's Project Manager and submit same to the OWNER.

m. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to the CONSULTANT'S Project Manager for review and thenceforth to the OWNER for approval.

n. Review work performed by DBE Contractors for conformance with their Contractual responsibilities.

o. Provide on-site and local transportation for the Resident PROJECT Representative and supporting staff to perform the duties.

p. Provide basic testing equipment and supplies for the Resident PROJECT Representative and supporting staff to perform the duties associated with the

OWNERS quality assurance testing at the frequency and manner set forth in the specifications.

q. Provide special field office equipment and all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.

r. Receive and prepare recommendations relative to work performed by inspection bureaus and outside commercial testing laboratories for inspection and/or testing of materials or procedures entering into the construction, except that the cost of all such tests and inspections by bureaus and outside commercial testing laboratories, shall be authorized and paid for by the OWNER.

s. Meet with the OWNER as necessary to confer with respect to the duties and project services.

II. TIME OF SERVICES

A. ADDITIONAL DESIGN SERVICES

1. The CONSULTANT shall commence work on the PROJECT immediately following authorization by the OWNER to proceed and shall endeavor to complete the additional plans in accordance with the design schedule for the existing PROJECT.

B. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

1. CONSULTANT shall commence work on the PROJECT upon receipt of Authorization to Proceed from the OWNER.

2. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this Agreement are based on substantial completion of the Phase 1 construction within 60 Calendar Days by about November 10, 2011 and the Phase 2 construction within 60 Calendar Days by about June 01, 2012, Final Acceptance

of the work (except permanent seeding) within 14 Days of Phase 2 Substantial Completion, and delivery of all PROJECT close out items to the OWNER within 45 calendar days following Final Acceptance (including permanent seeding), exclusive of any delays beyond the control of the CONSULTANT.

III. EXCLUSIONS

A. The scope of services does not include preparation of an environmental assessment or environmental impact statement.

IV. THE OWNER AGREES

A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.

B. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

V. PAYMENT PROVISIONS

A. <u>ADDITIONAL DESIGN SERVICES</u>

1. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.1 ADDITIONAL DESIGN SERVICES shall be on a basis of a lump sum of $17,254, all of which is AIP eligible fee as detailed in Exhibit A-2.

2. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.2 ADDITIONAL DESIGN SERVICES shall be on a basis of a lump sum of $8,900.00, of which $3,200.00 (Paragraph I.A.2.a) is AIP ineligible fee, while $5,700.00 (Paragraph I.A.2.b $2,200.00 and Paragraph I.A.2.c. $3,500.00) is AIP eligible fee as detailed in Exhibit A-3.

3. Payment to the CONSULTANT for services provided as outlined in Paragraph I.A.3 ADDITIONAL DESIGN SERVICES shall be on a basis of a lump sum of $28,389.00, of which $17,607.00 is AIP ineligible fee, while $10,782.00 is AIP eligible fee as detailed in Exhibit A-4.

Total fee for the Additional Design Services is $54,543.00, of which $20,807.00 is AIP ineligible, while $33,736.00 in AIP eligible fee.

B. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

Payment to the CONSULTANT for services provided as outlined in Paragraphs I.B. CONTRACT ADMINISTRATION and I.C. RESIDENT ENGINEERING SERVICES shall be generally in accordance with Exhibits B-1, B-2, and B-3 attached, and shall be on the basis of cost, plus a fixed fee for profit of $36,684.61, which shall be limited to 15-percent of the CONSULTANT's direct labor and overhead costs, the total including reimbursable expenses shall not exceed $297,667.66.

Total fee for the Contract Administration and Resident Engineering Services is $297,667.66, of which $8,564.82 is AIP ineligible, while $289,102.84 is AIP eligible fee.

Total Fee for Additional Design Services, Contract Administration, and Resident Engineering Services is $352,210.66, of which $29,371.82 is AIP ineligible, while $322,838.84 is AIP eligible fee and shown in the breakdown in Exhibits, B-1, B-2, and B-3.

C. OVERHEAD

For purposes of this Agreement, the CONSULTANT's overhead factor from the annual compliance audit for the fiscal year ending September 2010 shall be fixed at 131.24. The authoritative source of compliance for this audit is Title 48 CFR Part 31 and proof of compliance shall be provided to the Owner.

D. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the specified Contract time, (Phase 1 within 60 calendar days, work identified in the plans to be performed while the runway is closed during Phase 1 within 50 consecutive calendar days, and Phase 2 within 60 calendar days) the CONSULTANT shall be deemed to be performing "Extra Work" in which case should the maximum contract amount as set forth in either Paragraph IV.B. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected. The CONSULTANT shall notify the OWNER a minimum of 28 days in advance of any foreseeable need to perform extra work.

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

The parties acknowledge that the portions of the work eligible to be paid by a AIP grant have not yet been funded. Pursuant to the Kansas Cash Basis Law, the WAA will not be responsible for payment of those portions of the work designated as AIP eligible should the grant not be funded as anticipated. Therefore, Consultant's work prior to receipt by WAA of grant funding will be at its own risk.

IN WITNESS WHEREOF, the OWNER and the CONSULTANT have executed this Agreement as of the date first written above.

ATTEST:

WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President
"OWNER"

By: _____
Victor D. White, Director of Airports

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

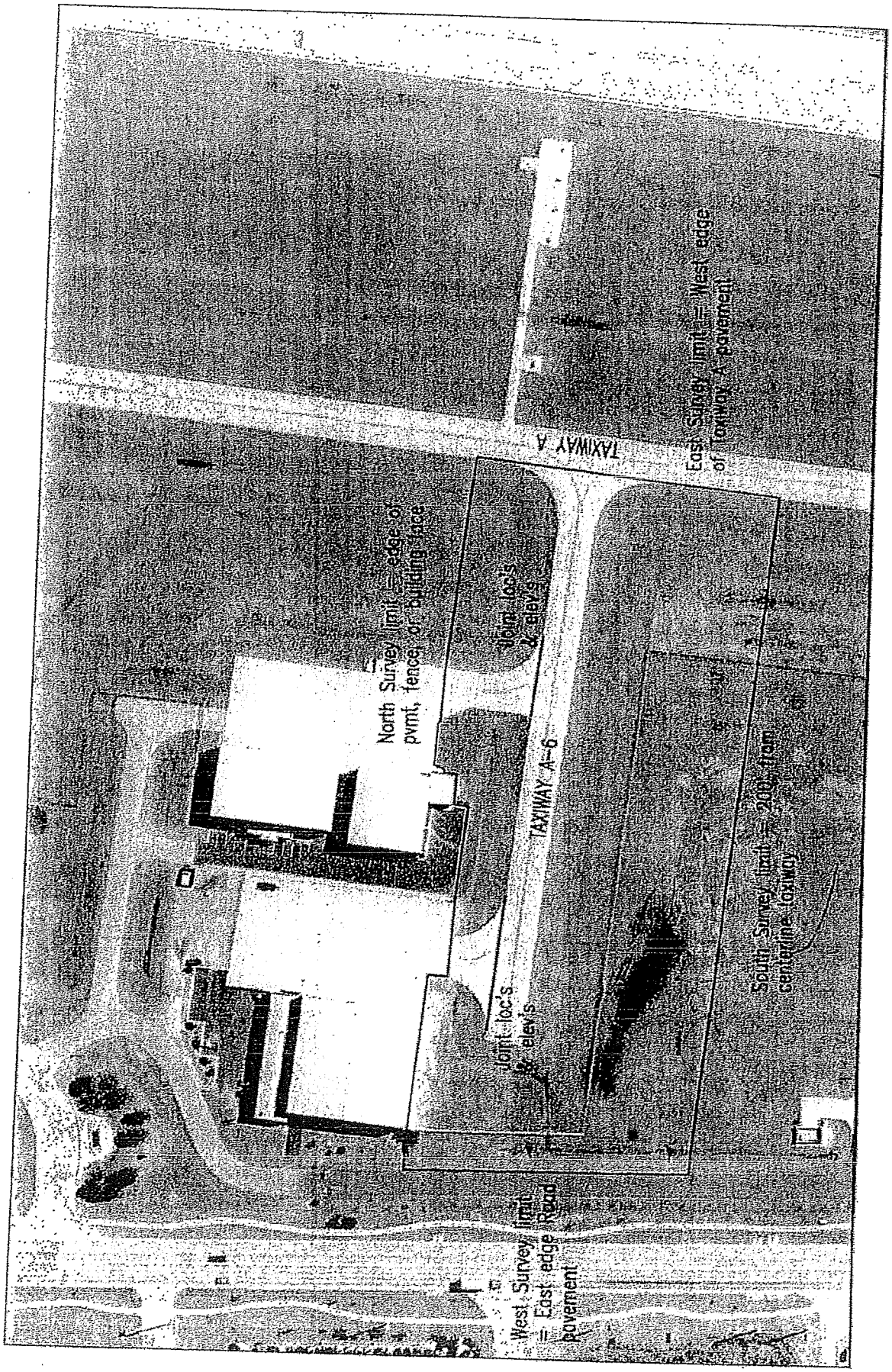
By: _____
Bradley J. Edmundson, P.E.
Construction Division Manager

By: _____
Gregg K. Greenwood, P.E.
Vice President
"CONSULTANT"

APPROVED AS TO FORM: _____ Date: 8-10-11
Director of Law

attachments:

EXHIBIT A-1: Diagram of Taxiway A-6
Figure 2A: Taxiway A-6 Temporary Taxiway – Alternate A
Figure 2B: Taxiway A-6 Temporary Taxiway – Alternate B
EXHIBIT A-2: Additional Design Services
EXHIBIT A-3: Additional Design Services.
EXHIBIT A-4: Additional Design Services
EXHIBIT B-1: Engineering Fee Estimate – Combined
EXHIBIT B-2: Engineering Fee Estimate – AIP Non-Eligible
EXHIBIT B-3: Engineering Fee Estimate – AIP Eligible
EXHIBIT C: Materials Testing Fee Schedule


TAXIWAY A
East Survey limit = West edge of Taxiway A pavement
North Survey limit = edge of pvmt, fence, or building face
Joint loc's & elev's
TAXIWAY A-6
Joint loc's & elev's
South Survey limit = 200' from centerline taxiway
West Survey limit = East edge pavement
Road

TAXIWAY A-6 TEMPORARY TAXIWAY-ALT. A

FIG. 2A

TAXIWAY A-6 TEMPORARY TAXIWAY - ALT. B

FIG. 2B

Project: Jabara Pavement Rehabilitation - TW A-6 RECONSTRUCTION
Location: Wichita, KS.
Airport: Colonel James Jabara

Date: Revised October 20, 2010

Phase I: Final Plans, Specifications and Cost Estimates

Task 1 - Research/Field Inspections	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item							
1.1 Gather Record Information, Research Old Plans		2					
1.2 Inspection of Drainage Items/Ditches/		2					
1.3 Preliminary Quantities and Construction Cost Estimates		2					
SUBTOTAL	0	6	0	0	0	0	0

Task 2 - Prepare Office Check Plans, Specs and Estimate	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item							
2.1 Prepare Base Plans from Survey and Record Drawings		1				6	6
2.2 Preliminary Design, Grading, Drainage, Paving		20				16	16
2.3 Prepare Typical Sections		2				2	2
2.4 Underdrain Design and Details		2				2	2
2.5 Ditch Grading and Misc Drainage Details		4				4	4
2.6 Pavement Marking and Details		2				3	3
2.7 Construction Safety Operations and Sequencing Plans	2	10				6	6
2.8 Preliminary Quantities and Construction Cost Estimates		6					
2.9 Review and Check Plans	2	4				4	4
SUBTOTAL	4	51	0	0	0	43	43

Task 3 - Post Office Check Plan Revisions/Prepare Final Review Plans & Specs	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item							
3.1 Revise Office Check Design, Grading, Drainage, Paving		4				6	6
3.2 Revise Typical Sections		1				2	2
3.3 Revise Safety Operations and Sequencing Plans	1	4				4	4
3.4 Quantities and Construction Cost Estimates		2					
SUBTOTAL	1	11	0	0	0	12	12

Task 4 -Post Final Review Plan Revisions/Prepare Final Bid Documents	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item							
4.1 Revise Plan/Details to reflect WAA/FAA Comments	2	6				6	6
4.2 Revise Final Quantities and Estimate		2					
4.3 Review & check	1	1				2	2
SUBTOTAL	3	9	0	0	0	8	8
TOTAL	8	77	0	0	0	63	63

TOTAL HOURS FOR PHASE I =	8	77	0	0	0	63	63
HOURLY RATES =	$45.00	$38.00	$33.50	$28.00	$27.90	$18.50	$16.00
SUBTOTAL =	$360.00	$2,926.00	$0.00	$0.00	$0.00	$1,165.50	$1,008.00

TOTAL HOURS = 148

TOTAL DIRECT LABOR = $4,451.50

EXPENSES:	
Printing & Reproduction (at cost)	$200.00
CAD (65 hrs @ $16.00)	$1,008.00
TOTAL =	$1,208.00

DIRECT LABOR			$4,451.50
OVERHEAD	129.45%		$5,762.47
SUBTOTAL			$10,213.97
PROFIT	15%		$1,532.10
EXPENSES			$1,208.00
SUBCONTRACT COSTS			
Ruggles and Bohm Survey per Attach B1		$2,600.00	
Blevins & Bradbury per Attach B2		$1,700.00	
SUBTOTAL			$4,300.00
TOTAL FEE PHASE I (LUMP SUM)			$17,254

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

924 North Main
Wichita, Kansas 67203

(316) 264-8008
fax (316) 264-4621

www.rbkansas.com
info@rbkansas.com

October 21, 2010

Darwin Cronk
Professional Engineering Consultants, PA
303 S. Topeka
Wichita, KS 67202-4309
Dar.Cronk@pec1.com
Office: (316) 262-2691
Fax: (316) 262-3003

Subject: Topographic Survey
Re: Jabara Airport Taxiway A-6 and surrounding area topography

Dear Dar,

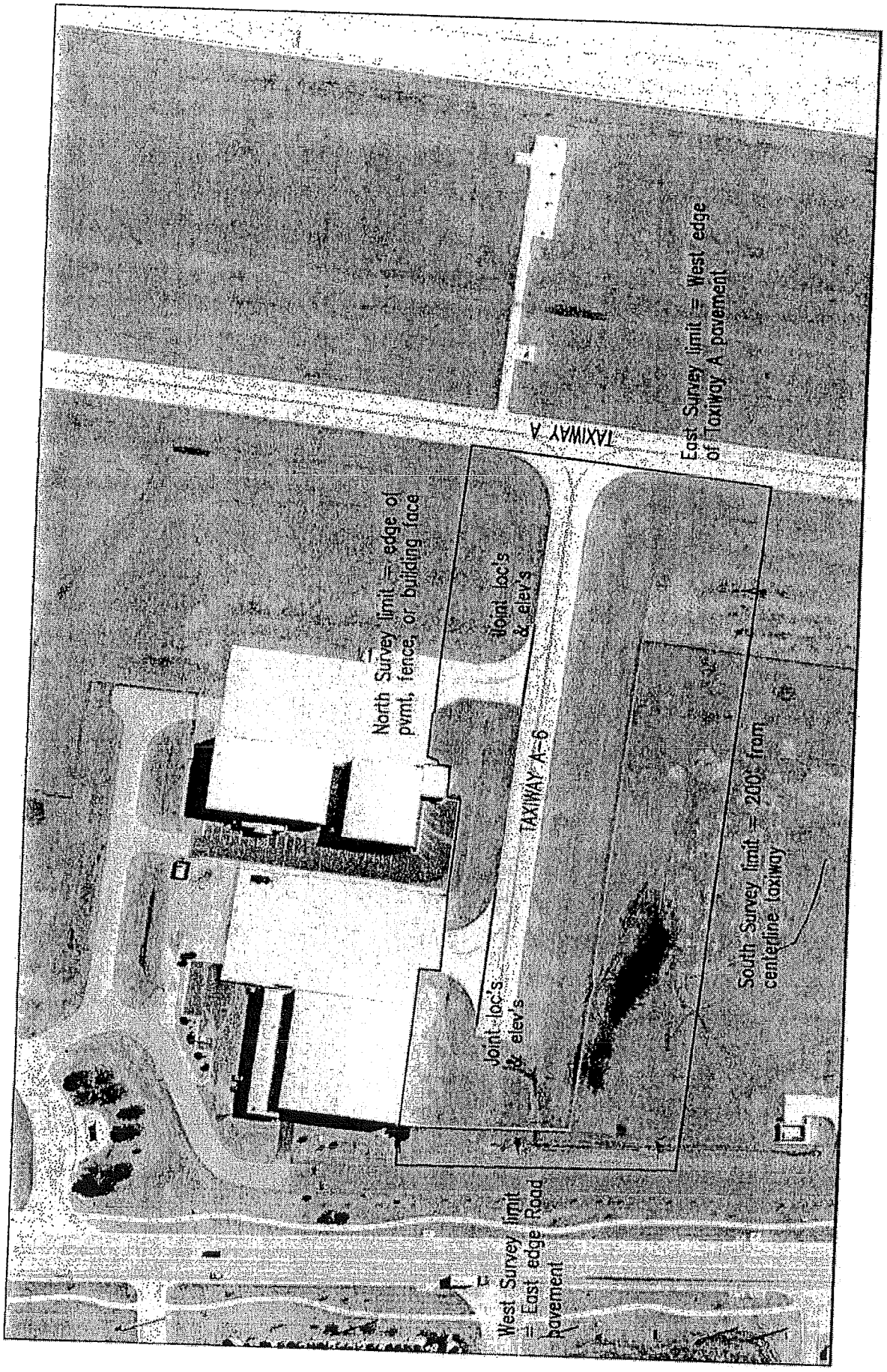
Our proposal to provide a topographic survey for the above referenced site to include the items listed below would be $2,600.00.

1. Complete topographic survey of the survey limits.
2. Joint locations and elevations along the joint lines shown on survey request.
3. Joint Locations and elevation along the joint where Taxiway A-6 joins Taxiway A.
4. All utility lines in survey area. Contact One-Call to locate.
5. Locate Taxiway edge lights/markers
6. Locate Fence/Gate.
7. Locate Pavement markings

If you have any questions feel free to contact me.

Sincerely,

James D. Hestermann, L.S.
Ruggles & Bohm, P.A.


TAXIWAY A
East Survey limit = West edge of Taxiway A pavement
North Survey limit = edge of pvmt, fence, or building face
Joint loc's & elev's
TAXIWAY A-6
Joint loc's & elev's
South Survey limit = 200' from centerline taxiway
West Survey limit = East edge Road Pavement

BLEVINS AND BRADBURY, INC.
ARCHITECTS • ENGINEERS • PLANNERS

Mr. Darwin Cronk, P.E.
Professional Engineering Consultants
303 S. Topeka
Wichita, Kansas 67202

October 20, 2010

Dear Mr. Cronk:

Blevins and Bradbury, Inc. is pleased to submit our cost proposal for civil engineering services for the Jabara Pavement Rehabilitation Project, Reconstruction of Taxiway A-6 Supplemental Agreement. Specifically, Blevins and Bradbury, Inc. will perform the following task:

Scope of Services

1. Quality Control. Provide quality assurance review of the final project plans.

Blevins and Bradbury, Inc. is prepared to enter into a formal agreement to provide the engineering services listed above. For this scope, we propose to provide these services for a fixed fee of $ 1,700.00.

We appreciate the opportunity to work on this project with you. If you have any questions regarding the outlined scope or estimated fees, please call me at (913) 422-1620.

Sincerely,
BLEVINS AND BRADBURY, Inc.

Kristina M. Blevins

Jabara Pavement Rehabilitation

Extra Services Breakdown

1. **Scope of Services Item I.A.2.a (INELIGIBLE):**

32 hours PM @ $85/hr. =	$2720
8 hours CADD @ $60/hr. =	$480
TOTAL =	**$3200**

2. **Scope of Services Item I.A.2.b (ELIGIBLE):**

20 hours PM @ $85/hr. =	$1700
4 hours CADD @ $60/hr. =	$240
4 hours DT @ $65/hr. =	$260
TOTAL =	**$2200**

3. **Scope of Services Item I.A.2.c (ELIGIBLE):**

28 hours PM @ $85/hr. =	$2380
10 hours CADD @ $60/hr. =	$600
8 hours DT @ $65/hr. =	$520
TOTAL =	**$3500**

Project: Jabara Pavement Rehabilitation - Additional Services for A-6 TW

Date: July 28, 2011

Location: Wichita, KS.

Airport: Colonel James Jabara

= INELIGIBLE COSTS

Final Plans, Specifications and Cost Estimates

Task 1 - Revised DeBoer Entrance geometry	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item							
1.1 Paving, Grading, Jointing Design for revised taxiwy entrance		14				12	12
1.2 Extend Culvert on east side		1				1	1
1.3 Extend Culvert on west side		1				1	1
1.4 Marking Plan Revisions		1				1	1
1.5 Compute revised quantities		3				2	2
1.6 Revise project manual for bid item changes		3				2	
SUBTOTAL	0	23	0	0	0	19	17

Task 2 - Revise A-6 Safety Plan for relocation of Temp TW to south of Tenant Development	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item							
2.1 Complete alignment and grade for temp taxiway		14				12	12
2.2 Revise/coordinate safety plan notes and details		8		2		4	4
2.3 Revise plan to include reflective markers		1		1		1	1
2.4 Compute revised quantities		6		1		2	
SUBTOTAL	0	29	0	4	0	19	17

Task 3 - Design Temp TW and Utility Extensions for Tenant Development	Principal	Project Manager	Project Engineer	Design Engineer	Design Tech.	Drafter	CAD Machine HOURS as Expense
Item							
3.1 Detailed Paving/Grading plan for Temp TW		40				34	34
3.2 Tenant Development site grading plan		20				20	20
3.3 New TW entrance on south side A-6		14				8	8
3.4 Taxiway lighting plan/details		4			8	6	6
3.5 Extend 8" Water		4				18	18
3.6 Extend 8" Sanitary Sewer		4				16	16
3.7 Extend Communications & Power conduits		2	16			16	16
3.8 Revise/edit/append specification manual		20					
SUBTOTAL	0	108	16	0	8	118	118

	ELIGIBLE COSTS						
TOTAL HOURS =	0	70	0	4	0	54	52
HOURLY RATES =	$45.00	$38.00	$33.50	$28.00	$27.90	$18.50	$16.00
SUBTOTAL =	$0.00	$2,660.00	$0.00	$112.00	$0.00	$999.00	$832.00

TOTAL HOURS = 128
TOTAL DIRECT LABOR = $3,771.00

	INELIGIBLE COSTS						
TOTAL HOURS =	0	90	16	0	8	102	100
HOURLY RATES =	$45.00	$38.00	$33.50	$28.00	$27.90	$18.50	$16.00
SUBTOTAL =	$0.00	$3,420.00	$536.00	$0.00	$223.20	$1,887.00	$1,600.00

TOTAL HOURS = 216
TOTAL DIRECT LABOR = $6,066.20

EXPENSES:		ELIGIBLE		INELIGIBLE	
Printing & Reproduction (at cost)					
CAD (152 hrs @ $16.00)	$2,432.00	52 hrs	832	100 hrs	1600
TOTAL =	$2,432.00		$832.00		$1,600.00

		TOTAL	ELIGIBLE	INELIGIBLE
DIRECT LABOR		$9,837.20	$3,771.00	$6,066.20
OVERHEAD	129.45%	$12,734.26	$4,881.56	$7,852.70
SUBTOTAL		$22,571.46	$8,652.56	$13,918.90
PROFIT	15%	$3,385.72	$1,297.88	$2,087.83
EXPENSES		$2,432.00	$832.00	$1,600.00
SUBCONTRACT COSTS				
	SUBTOTAL	$0.00	$0.00	$0.00
TOTAL FEE (LUMP SUM)		$28,389	$10,782	$17,607

ENGINEERING FEE ESTIMATE

Exhibit B-1

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT	LOCATION	
Rehabilitation of Airfield Pavements and Reconstruction of General Aviation Apron and Taxiway A-6	Colonel James Jabara Airport	
WORK ITEM	**PROJECT NO.**	**DATE**
Construction Phase Services - 120 Calendar Days	FAA AIP PROJ # 3-20-0089-19 & 20 COW PROJ # 467-051	01 August 2011

DESCRIPTION
Contract Administration & Resident Engineering Services - Combined Total of AIP Eligible and Non-eligible

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	$45.00 / hr.	62	$ 2,790.00	
2. PROJECT MANAGER	$44.00 / hr.	811	$ 35,684.00	
3. PROJECT ENGINEER	$35.00 / hr.		$ -	
4. DESIGN ENGINEER			$ -	
5. DESIGN TECHNICIAN			$ -	
6. DRAFTER			$ -	
7. CAD OPERATOR	$30.00 / hr.	50	$ 1,500.00	
8. SURVEYOR, PARTY CHIEF			$ -	
9. SURVEYOR, INSTRUMENT MAN			$ -	
10. SURVEYOR, AIDES			$ -	
11. INSPECTOR, TECHNICIAN I	$25.00 / hr.	832	$ 20,800.00	
11. INSPECTOR, TECHNICIAN I (OT)	$37.50 / hr.	278	$ 10,425.00	
12. INSPECTOR, TECHNICIAN II	$25.00 / hr.	440	$ 11,000.00	
12. INSPECTOR, TECHNICIAN II (OT)	$37.50 / hr.	108	$ 4,050.00	
13. INSPECTOR, TECHNICIAN III	$25.00 / hr.	280	$ 7,000.00	
13. INSPECTOR, TECHNICIAN III (OT)	$37.50	140	$ 5,250.00	
14. INSPECTOR, TECHNICIAN III	$21.00 / hr.	172	$ 3,612.00	
14. INSPECTOR, TECHNICIAN III (OT)		18	$ 567.00	
15. BATCH PLANT TECHNICIAN		90	$ 1,710.00	
15. BATCH PLANT TECHNICIAN (OT)		16	$ 456.00	
16. STENO & CLERICAL	$18.00 / hr.	51	$ 918.00	
SUBTOTAL		3,348		$ 105,762.00
(II) OVERHEAD 1.3124 X (I)				$ 138,802.05
(III) SUBTOTAL [I + II]				$ 244,564.05
(IV) FIXED FEE 15%				$ 36,684.61
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. OFFICE EQUIPMENT	$450.00 / mo.	4	$ 1,800.00	
2. TRAVEL PER MILE	$0.60 / mile	6,065	$ 3,639.00	
3. LAB TESTING (Unit Rates in Exhibit C)	$9,780 estimated	1	$ 9,780.00	
4. CELL PHONES (AT COST)	$50.00 / mo.	2	$ 100.00	
5. CAD (Utility As Built Drawings)	$18.00 / hr.	50	$ 900.00	
6. PRINTING (SPEC. ETC.)	$200.00 / ea.	1	$ 200.00	
7. OTHER			$ -	
8. OTHER			$ -	
9. OTHER			$ -	
SUBTOTAL				$ 16,419.00
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 297,667.66

ENGINEERING FEE ESTIMATE

Exhibit B-2

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT	LOCATION
Rehabilitation of Airfield Pavements and Reconstruction of General Aviation Apron and Taxiway A-6	Colonel James Jabara Airport

WORK ITEM	PROJECT NO.	DATE
Construction Phase Services - 120 Calendar Days	FAA AIP PROJ # 3-20-0089-19 & 20 COW PROJ # 467-051	01 August 2011

DESCRIPTION
Contract Administration & Resident Engineering Services - AIP Non-Eligible Fees

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	$45.00 / hr.	1	$ 45.00	
2. PROJECT MANAGER	$44.00 / hr.	35	$ 1,540.00	
3. PROJECT ENGINEER	$35.00 / hr.		$ -	
4. DESIGN ENGINEER			$ -	
5. DESIGN TECHNICIAN			$ -	
6. DRAFTER			$ -	
7. CAD OPERATOR	$30.00 / hr.	2	$ 60.00	
8. SURVEYOR, PARTY CHIEF			$ -	
9. SURVEYOR, INSTRUMENT MAN			$ -	
10. SURVEYOR, AIDES			$ -	
11. INSPECTOR, TECHNICIAN I	$25.00 / hr.	40	$ 1,000.00	
11. INSPECTOR, TECHNICIAN I (OT)	$37.50 / hr.		$ -	
12. INSPECTOR, TECHNICIAN II	$25.00 / hr.		$ -	
12. INSPECTOR, TECHNICIAN II (OT)	$37.50 / hr.		$ -	
13. INSPECTOR, TECHNICIAN III	$25.00 / hr.		$ -	
13. INSPECTOR, TECHNICIAN III (OT)	$37.50		$ -	
14. INSPECTOR, TECHNICIAN III	$21.00 / hr.		$ -	
14. INSPECTOR, TECHNICIAN III (OT)			$ -	
15. BATCH PLANT TECHNICIAN		8	$ 152.00	
15. BATCH PLANT TECHNICIAN (OT)			$ -	
16. STENO & CLERICAL	$18.00 / hr.	1	$ 18.00	
SUBTOTAL		87		$ 2,815.00
(II) OVERHEAD 1.3124 X (I)				$ 3,694.41
(III) SUBTOTAL [I + II]				$ 6,509.41
(IV) FIXED FEE 15%				$ 976.41
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. OFFICE EQUIPMENT	$450.00 / mo.		$ -	
2. TRAVEL PER MILE	$0.60 / mile	220	$ 132.00	
3. LAB TESTING (Unit Rates in Exhibit C)	$911 estimated	1	$ 911.00	
4. CELL PHONES (AT COST)	$50.00 / mo.		$ -	
5. CAD (Utility As Built Drawings)	$18.00 / hr.	2	$ 36.00	
6. PRINTING (SPEC. ETC.)	$0.00 / ea.		$ -	
7. OTHER			$ -	
8. OTHER			$ -	
9. OTHER			$ -	
SUBTOTAL				$ 1,079.00
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 8,564.82

ENGINEERING FEE ESTIMATE

Exhibit B-3

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
ENGINEERS
WICHITA, KANSAS

PROJECT	LOCATION
Rehabilitation of Airfield Pavements and Reconstruction of General Aviation Apron and Taxiway A-6	Colonel James Jabara Airport

WORK ITEM	PROJECT NO.	DATE
Construction Phase Services - 120 Calendar Days	FAA AIP PROJ # 3-20-0089-19 & 20 COW PROJ # 467-051	01 August 2011

DESCRIPTION
Contract Administration & Resident Engineering Services - AIP Eligible Fees

(I) SALARY COSTS				
POSITION TITLE	RATE	MAN HOURS	AMOUNT	TOTAL (SUBTOTAL)
1. PRINCIPALS	$45.00 / hr.	61	$ 2,745.00	
2. PROJECT MANAGER	$44.00 / hr.	776	$ 34,144.00	
3. PROJECT ENGINEER	$35.00 / hr.		$ -	
4. DESIGN ENGINEER			$ -	
5. DESIGN TECHNICIAN			$ -	
6. DRAFTER			$ -	
7. CAD OPERATOR	$30.00 / hr.	48	$ 1,440.00	
8. SURVEYOR, PARTY CHIEF			$ -	
9. SURVEYOR, INSTRUMENT MAN			$ -	
10. SURVEYOR, AIDES			$ -	
11. INSPECTOR, TECHNICIAN I	$25.00 / hr.	792	$ 19,800.00	
11. INSPECTOR, TECHNICIAN I (OT)	$37.50 / hr.	278	$ 10,425.00	
12. INSPECTOR, TECHNICIAN II	$25.00 / hr.	440	$ 11,000.00	
12. INSPECTOR, TECHNICIAN II (OT)	$37.50 / hr.	108	$ 4,050.00	
13. INSPECTOR, TECHNICIAN III	$25.00 / hr.	280	$ 7,000.00	
13. INSPECTOR, TECHNICIAN III (OT)	$37.50	140	$ 5,250.00	
14. INSPECTOR, TECHNICIAN III	$21.00 / hr.	172	$ 3,612.00	
14. INSPECTOR, TECHNICIAN III (OT)		18	$ 567.00	
15. BATCH PLANT TECHNICIAN		82	$ 1,558.00	
15. BATCH PLANT TECHNICIAN (OT)		16	$ 456.00	
16. STENO & CLERICAL	$18.00 / hr.	50	$ 900.00	
SUBTOTAL		3,261		$ 102,947.00
(II) OVERHEAD 1.3124 X (I)				$ 135,107.64
(III) SUBTOTAL [I + II]				$ 238,054.64
(IV) FIXED FEE 15%				$ 35,708.20
(V) OTHER EXPENSE	RATE	UNITS	AMOUNT	
1. OFFICE EQUIPMENT	$450.00 / mo.	4	$ 1,800.00	
2. TRAVEL PER MILE	$0.60 / mile	5845	$ 3,507.00	
3. LAB TESTING (Unit Rates in Exhibit C)	$8,869 estimated	1	$ 8,869.00	
4. CELL PHONES (AT COST)	$50.00 / mo.	2	$ 100.00	
5. CAD (Utility As Built Drawings)	$18.00 / hr.	48	$ 864.00	
6. PRINTING (SPEC. ETC.)	$200.00 / ea.	1	$ 200.00	
7. OTHER			$ -	
8. OTHER			$ -	
9. OTHER			$ -	
SUBTOTAL				$ 15,340.00
(VI) TOTAL FEE FOR PROJECT (III + IV + V)				$ 289,102.84

Exhibit C

Materials Testing Fee Schedule

COLONEL JAMES JABARA AIRPORT
REHABILITATION OF AIRFIELD PAVEMENTS, RECONSTRUCTION OF GENERAL AVIATION APRON, AND
TAXIWAY A6, AND TAXIWAY A6 SITE IMPROVEMENTS
FAA PROJECT NO. 3-20-0089-18 AND 3-20-0089-20
CITY OF WICHITA PROJECT NO. 467-051

	Total	Elibible	Non-Elibible					Total	Eligible	Non Eligible
SOILS TESTING										
115 Nuclear Gauge	12 days	12 days	0 days	@	$ 60.00	per day	=	$ 720	$ 720	$ -
177 Moisture-Density Curves (ASTM D-698/1557)	5 each	5 each	0 each	@	$130.00	per each	=	$ 650	$ 650	$ -
178 One Point Curve Checks (ASTM D-698/1557)	4 each	4 each	0 each	@	$ 50.00	per each	=	$ 200	$ 200	$ -
168 Atterberg Limits (ASTM D-4318)	5 each	5 each	0 each	@	$ 80.00	per each	=	$ 400	$ 400	$ -
LIME TREATED SUBGRADE TESTING										
181 Lime Determination (ASTM D-4253/4254)	0 each	0 each	0 each	@	$550.00	per each	=	$ -	$ -	$ -
115 Nuclear Gauge	0 days	0 days	0 days	@	$ 60.00	per day	=	$ -	$ -	$ -
177 Moisture-Density Curves (ASTM D-698/1557)	0 each	0 each	0 each	@	$130.00	per each	=	$ -	$ -	$ -
168 Atterberg Limits (ASTM D-4318)	0 each	0 each	0 each	@	$ 80.00	per each	=	$ -	$ -	$ -
CONTROLLED LOW SLUMP MATERIAL TESTING										
118 Plastic Cylinder Molds	3 each	3 each	0 each	@	$ 2.00	per each	=	$ 6	$ 6	$ -
292 Compression Tests of Cylinders, ASTM C-39**	3 each	3 each	0 each	@	$ 20.00	per each	=	$ 60	$ 60	$ -
BITUMINOUS TREATED DRAINAGE LAYER TESTING										
714 Sieve Analysis, greater than 1 inch (ASTM C-136/C-117)	9 each	9 each	0 each	@	$ 85.00	per each	=	$ 765	$ 765	$ -
700 Ignition Oven Test, Asphalt Cement Content only	4 each	4 each	0 each	@	$150.00	per each	=	$ 600	$ 600	$ -
BITUMINOUS PLANT MIX TESTING										
243 Cold Feed Gradation	5 each	4 each	1 each	@	$ 50.00	per each	=	$ 250	$ 200	$ 50
242 Marshall Properties, ASTM D-1559	15 slugs	12 slugs	3 slugs	@	$ 35.00	per slug	=	$ 525	$ 420	$ 105
244 Vacuum Specific Gravity	15 slugs	12 slugs	3 slugs	@	$ 45.00	per slug	=	$ 675	$ 540	$ 135
700 Ignition Oven Test, Asphalt Cement Content only	5 each	4 each	1 each	@	$150.00	per each	=	$ 750	$ 600	$ 150
245 Core Density / Thickness Measurement	15 each	12 each	3 each	@	$ 25.00	per each	=	$ 375	$ 300	$ 75
PORTLAND CEMENT PAVEMENT TESTING										
116 Concrete Testing Equipment	11 days	10 days	1 days	@	$ 25.00	per day	=	$ 275	$ 250	$ 25
294 Flexural Strength of 6" x 6" x 22" beams, ASTM C-78**	43 each	40 each	3 each	@	$ 45.00	per each	=	$ 1,935	$ 1,800	$ 135
PORTLAND CEMENT STRUCTURAL CONCRETE TESTING										
118 Plastic Cylinder Molds	12 each	9 each	3 each	@	$ 2.00	per each	=	$ 24	$ 18	$ 6
292 Compression Tests of Cylinders, ASTM C-39**	12 each	9 each	3 each	@	$ 20.00	per each	=	$ 240	$ 180	$ 60
MISCELLANEOUS										
Supervisor Review	11 hour	10 hour	1 hour	@	$ 80.00	per hour	=	$ 880	$ 800	$ 80
171 Sieve Analysis (ASTM C-136, C-117)	10 each	8 each	2 each	@	$ 45.00	per each	=	$ 450	$ 360	$ 90
TOTALS								$ 9,780	$ 8,869	$ 911

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

*1. Type of Submission:	*2. Type of Application	* If Revision, select appropriate letter(s):
☐ Preapplication	☒ New	
☒ Application	☐ Continuation	*Other (Specify)
☐ Changed/Corrected Application	☐ Revision	

*3. Date Received: 4. Applicant Identifier:

5a. Federal Entity Identifier: *5b. Federal Award Identifier:

State Use Only:

6. Date Received by State: 7. State Application Identifier:

8. APPLICANT INFORMATION:

*a. Legal Name: Wichita Airport Authority

*b. Employer/Taxpayer Identification Number (EIN/TIN): 48-6000653

*c. Organizational DUNS: 124970641

d. Address:

*Street 1: 2173 Air Cargo Road
Street 2:
*City: Wichita
County: Sedgwick
*State: Kansas
Province:
*Country: USA
*Zip / Postal Code 67209

e. Organizational Unit:

Department Name: Department of Airports

Division Name: Airport Engineering

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr. *First Name: Victor
Middle Name:
*Last Name: White
Suffix:

Title: Director of Airports

Organizational Affiliation:

*Telephone Number: 316-946-4700	Fax Number: 316-946-1898
*Email: vwhite@wichita.gov	

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

***9. Type of Applicant 1: Select Applicant Type:**

C. City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

*Other (Specify)

***10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

12. Funding Opportunity Number:

3-20-0089-20

Title:

Pavement Rehabilitation Construction

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Wichita, Sedgwick County, Kansas

***15. Descriptive Title of Applicant's Project**: This project includes a runway pavement surface sensor system, pavement rehabilitation, removal and replacement of a portion of the General Aviation Apron and the correction of drainage problems. As the project design progressed, it was determined that the Taxiway A-6 pavement was in a condition of advanced deterioration, and reconstruction rather than rehabilitation would be necessary. The FAA concurred, and reconstruction of this pavement was added to the design.
Attach supporting documents as specified in agency instructions.

OMB Number: 4040-0004
Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

16. Congressional Districts Of:

*a. Applicant: 4th *b. Program/Project: 4th

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 8-1-2011 *b. End Date: 7-1-2013

18. Estimated Funding ($):

*a. Federal	3,503,447
*b. Applicant	453,764
*c. State	
*d. Local	
*e. Other	
*f. Program Income	
*g. TOTAL	3,957,211

***19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on _____.

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E. O. 12372

***20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)**

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U. S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Victor

Middle Name:

*Last Name: White

Suffix:

*Title: Director of Airports

*Telephone Number: 316-946-4700 Fax Number: 316-946-4793

* Email: vwhite@wichita.gov

*Signature of Authorized Representative:	*Date Signed: 8-23-2011

OMB Number: 4040-0004

Expiration Date: 03/31/2012

Application for Federal Assistance SF-424

***Applicant Federal Debt Delinquency Explanation**

The following should contain an explanation if the Applicant organization is delinquent of any Federal Debt.

INSTRUCTIONS FOR THE SF-424

Public reporting burden for this collection of information is estimated to average 60 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form (including the continuation sheet) required for use as a cover sheet for submission of preapplications and applications and related information under discretionary programs. Some of the items are required and some are optional at the discretion of the applicant or the Federal agency (agency). Required items are identified with an asterisk on the form and are specified in the instructions below. In addition to the instructions provided below, applicants must consult agency instructions to determine specific requirements.

Item	Entry:
1.	**Type of Submission:** (Required): Select one type of submission in accordance with agency instructions. • Preapplication • Application • Changed/Corrected Application – If requested by the agency, check if this submission is to change or correct a previously submitted application. Unless requested by the agency, applicants may not use this to submit changes after the closing date.
2.	**Type of Application**: (Required) Select one type of application in accordance with agency instructions. • New – An application that is being submitted to an agency for the first time. • Continuation - An extension for an additional funding/budget period for a project with a projected completion date. This can include renewals. • Revision - Any change in the Federal Government's financial obligation or contingent liability from an existing obligation. If a revision, enter the appropriate letter(s). More than one may be selected. If "Other" is selected, please specify in text box provided. A. Increase Award B. Decrease Award C. Increase Duration D. Decrease Duration E. Other (specify)
3.	**Date Received:** Leave this field blank. This date will be assigned by the Federal agency.
4.	**Applicant Identifier**: Enter the entity identifier assigned by the Federal agency, if any, or applicant's control number, if applicable.
5a	**Federal Entity Identifier**: Enter the number assigned to your organization by the Federal Agency, if any.
5b.	**Federal Award Identifier**: For new applications leave blank. For a continuation or revision to an existing award, enter the previously assigned Federal award identifier number. If a changed/corrected application, enter the Federal Identifier in accordance with agency instructions.
6.	**Date Received by State:** Leave this field blank. This date will be assigned by the State, if applicable.
7.	**State Application Identifier:** Leave this field blank. This identifier will be assigned by the State, if applicable.
8.	**Applicant Information**: Enter the following in accordance with agency instructions: **a. Legal Name**: (Required): Enter the legal name of applicant that will undertake the assistance activity. This is the name that the organization has registered with the Central Contractor Registry. Information on registering with CCR may be obtained by visiting the Grants.gov website. **b. Employer/Taxpayer Number (EIN/TIN):** (Required): Enter the Employer or Taxpayer Identification Number (EIN or TIN) as assigned by the Internal Revenue Service. If your organization is not in the US, enter 44-4444444. **c. Organizational DUNS**: (Required) Enter the organization's DUNS or DUNS+4 number received from Dun and Bradstreet. Information on obtaining a DUNS number may be obtained by visiting the Grants.gov website. **d. Address**: Enter the complete address as follows: Street address (Line 1 required), City (Required), County, State (Required, if country is US), Province, Country (Required), Zip/Postal Code (Required, if country is US). **e. Organizational Unit:** Enter the name of the primary organizational unit (and department or division, if applicable) that will undertake the

Item	Entry:
10.	**Name Of Federal Agency**: (Required) Enter the name of the Federal agency from which assistance is being requested with this application.
11.	**Catalog Of Federal Domestic Assistance Number/Title:** Enter the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested, as found in the program announcement, if applicable.
12.	**Funding Opportunity Number/Title:** Enter the Funding Opportunity Number and title of the opportunity under which assistance is requested, as found in the program announcement.
13.	**Competition Identification Number/Title:** Enter the Competition Identification Number and title of the competition under which assistance is requested, if applicable.
14.	**Areas Affected By Project:** List the areas or entities using the categories (e.g., cities, counties, states, etc.) specified in agency instructions. Use the continuation sheet to enter additional areas, if needed.
15.	**Descriptive Title of Applicant's Project:** (Required) Enter a brief descriptive title of the project. If appropriate, attach a map showing project location (e.g., construction or real property projects). For preapplications, attach a summary description of the project.
16.	**Congressional Districts Of**: (Required) 16a. Enter the applicant's Congressional District, and 16b. Enter all District(s) affected by the program or project. Enter in the format: 2 characters State Abbreviation – 3 characters District Number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district. • If all congressional districts in a state are affected, enter "all" for the district number, e.g., MD-all for all congressional districts in Maryland. • If nationwide, i.e. all districts within all states are affected, enter US-all. • If the program/project is outside the US, enter 00-000.
17.	**Proposed Project Start and End Dates**: (Required) Enter the proposed start date and end date of the project.
18.	**Estimated Funding:** (Required) Enter the amount requested or to be contributed during the first funding/budget period by each contributor. Value of in-kind contributions should be included on appropriate lines, as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decreases, enclose the amounts in parentheses.
19.	**Is Application Subject to Review by State Under Executive Order 12372 Process?** Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the

	assistance activity, if applicable. **f. Name and contact information of person to be contacted on matters involving this application**: Enter the name (First and last name required), organizational affiliation (if affiliated with an organization other than the applicant organization), telephone number (Required), fax number, and email address (Required) of the person to contact on matters related to this application.		State intergovernmental review process. Select the appropriate box. If "a." is selected, enter the date the application was submitted to the State
		20.	**Is the Applicant Delinquent on any Federal Debt?** (Required) Select the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes. If yes, include an explanation on the continuation sheet.
9.	Type of Applicant: (Required) Select up to three applicant type(s) in accordance with agency instructions. A. State Government B. County Government C. City or Township Government D. Special District Government E. Regional Organization F. U.S. Territory or Possession G. Independent School District H. Public/State Controlled Institution of Higher Education I. Indian/Native American Tribal Government (Federally Recognized) J. Indian/Native American Tribal Government (Other than Federally Recognized) K. Indian/Native American Tribally Designated Organization L. Public/Indian Housing Authority M. Nonprofit with 501C3 IRS Status (Other than Institution of Higher Education) N. Nonprofit without 501C3 IRS Status (Other than Institution of Higher Education) O. Private Institution of Higher Education P. Individual Q. For-Profit Organization (Other than Small Business) R. Small Business S. Hispanic-serving Institution T. Historically Black Colleges and Universities (HBCUs) U. Tribally Controlled Colleges and Universities (TCCUs) V. Alaska Native and Native Hawaiian Serving Institutions W. Non-domestic (non-US) Entity X. Other (specify)		21.	**Authorized Representative**: (Required) To be signed and dated by the authorized representative of the applicant organization. Enter the name (First and last name required) title (Required), telephone number (Required), fax number, and email address (Required) of the person authorized to sign for the applicant. A copy of the governing body's authorization for you to sign this application as the official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.)

PART II

PROJECT APPROVAL INFORMATION
SECTION A

Item 1. Does this assistance request require State, local, regional, or other priority rating? ☐ Yes ☒ No	Name of Governing Body: Priority:
Item 2. Does this assistance request require State, or local advisory, educational or health clearances? ☐ Yes ☒ No	Name of Agency or Board: (Attach Documentation)
Item 3. Does this assistance request require clearinghouse review in accordance with OMB Circular A-95? ☐ Yes ☒ No	(Attach Comments)
Item 4. Does this assistance request require State, local, regional or other planning approval? ☐ Yes ☒ No	Name of Approving Agency: Date: / /
Item 5. Is the proposal project covered by an approved comprehensive plan? ☐ Yes ☒ No	Check one: State ☐ Local ☐ Regional ☐ Location of Plan:
Item 6. Will the assistance requested serve a Federal installation? ☐ Yes ☒ No	Name of Federal Installation: Federal Population benefiting from Project:
Item 7. Will the assistance requested be on Federal land or installation? ☐ Yes ☒ No	Name of Federal Installation: Location of Federal Land: Percent of Project:
Item 8. Will the assistance requested have an impact or effect on the environment? ☐ Yes ☒ No	See instruction for additional information to be provided
Item 9. Will the assistance requested cause the displacement of individuals, families, businesses, or farms? ☐ Yes ☒ No	Number of: Individuals: Families: Businesses: Farms:
Item 10. Is there other related Federal assistance on this project previous, pending, or anticipated? ☒ Yes ☐ No	See instructions for additional information to be provided.

INSTRUCTIONS FOR 5100-100 PART II A
Project Approval Information

Negative answers will not require an explanation unless the federal agency requests more information at a later date. Provide supplementary data for all "Yes" answers in the space provided in accordance with the following instructions.

Item 1 - Provide the name of the governing body establishing the priority system and the priority rating assigned to this project.

Item 2 - Provide the name of the agency or board which issued the clearance and attach the documentation of status or approval

Item 3 - Attach the clearinghouse comments for the application in accordance with the instructions contained in Office of Management and Budget Circular No. A-95. If comments were submitted previously with a preapplication, do not submit them again but any additional comments received from the clearinghouse should be submitted with this application.

Item 4 - Furnish the name of the approving agency and the approval date.

Item 5 - Show whether the approved comprehensive plan is State, local, or regional, or if none of these, explain the scope of the plan. Give the location where the approved plan is available for examination and state whether this project is in conformance with the plan.

Item 6 - Show the Federal population residing or working on the federal installation who will benefit from this project.

Item 7 - Show the percentage of the project work that will be conducted on federally-owned or leased land. Give the name of the Federal installation and its location.

Item 8 - Briefly describe the possible beneficial and/or harmful impact on the environment because of the proposed project. If an adverse environment impact is anticipated, explain what action will be taken to minimize the impact. Federal agencies will provide separate instructions if additional data is needed.

Item 9 - State the number of individuals, families, businesses, or farms this project will displace. Federal agencies will provide separate instructions if additional data is needed.

Item 10 - Show the Federal Domestic Assistance Catalog number, the program name, the type of assistance, the status and amount of each project where there is related previous, pending, or anticipated assistance. Use additional sheets, if needed

Paperwork Reduction Act Statement: The information collected on this form allows sponsors of public use airports or public agencies to apply for one or more projects in a form prescribed by the Secretary of Transportation.

Title 49, United States Code (U.S.C.), Section 47105, identifies the information required to apply for this program. The forms prescribed to meet this requirement are developed to provide a comprehensive format that allows sponsors to provide the data needed to evaluate the request for funds. The burden for each response is estimated to be 28 hours. Approved applications benefit the sponsor by providing Federal funding to protect the Federal interest in safety, efficiency, and utility of the Nation's airport system. No assurance of confidentiality can be given since these become public records. If you wish to make any comments concerning the accuracy of this burden estimate or any suggestions for reducing this burden, send to Federal Aviation Administration, ARP-10, 800 Independence AVE, SW, Washington, DC 20591. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number, which is 2120-0569 for this collection. Comments concerning the accuracy of this burden and suggestions for reducing the burden should be directed to the FAA at: 800 Independence Ave SW, Washington, DC 20591, Attn: Information Collection Clearance Officer, ABA-20

PART II - SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use. - The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

In as far as this is within our power, the Wichita Airport Authority of Wichita, Kansas, will affirmatively work to obtain appropriate zoning by the Wichita Sedgwick County Metropolitan Area Planning Commission which has zoning authority to take action to restrict the use of land in the immediate vicinity of Colonel James Jabara Airport. The current zoning ordinance has obstruction zoning prohibiting certain manufacturing facilities, which produce smoke, dust, gaseous fumes, and electrical interference or glare impairing the visibility of pilots.

2. Defaults. - The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

NONE

3. Possible Disabilities. - There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of Part V of this Application, either by limiting its legal or financial ability or otherwise, except as follows:

NONE

4. Consistency with Local Plans. – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

YES

5. Consideration of Local Interest - It has given fair consideration to the interest of communities in or near where the project may be located.

YES

6. Consultation with Users. In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport which project is proposed.

YES

7. Public Hearings. – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

N/A

8. Air and Water Quality Standards. – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

N/A

PART II - SECTION C (Continued)

9. Exclusive Rights – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

N/A

10. Land. – (a) The sponsor holds the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

The Wichita Airport Authority of Wichita, Kansas, has the Fee Simple Title to all land comprising Colonel James Jabara Airport free and clear of all encumbrances and/or restrictions, subject however, to the leases and/or use agreements.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land* on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A":

N/A

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land* which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A"

N/A

**State character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.*

PART III - BUDGET INFORMATION - CONSTRUCTION

SECTION A - GENERAL

1. Federal Domestic Assistance Catalog No. 20-106

2. Functional or Other Breakout..... _____

SECTION B -CALCULATION OF FEDERAL GRANT

Cost Classification	Use only for revisions		Total Amount Required
	Latest Approved Amount	Adjustment + or (-)	
1. Administration expense	$ 5,000.00	$	$ 5,000.00
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees	54,543.00	20,807.00	33,736.00
5. Other Architectural engineering fees			
6. Project inspection fees	297,667.66	8,564.82	289,102.84
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement (*Engineer's Est.)	3,600,000.00	240,000.00	3,360,000.00
12. Equipment			
13. Miscellaneous			
14. Total (Lines 1 through 13)	3,957,210.66	269,371.82	3,687,838.84
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)	3,957,210.66	269,371.82	3,687,838.84
17. Less: Ineligible Exclusions			
18. Add: Contingencies			
19. Total Project Amt. (Excluding Rehabilitation Grants)			3,687,838.84
20. Federal Share requested of Line 19 95%			3,503,446.90
21. Add Rehabilitation Grants Requested (100 Percent)			
22. Total Federal grant requested (lines 20 & 21)			3,503,447.00
23. Grantee share			453,764.00
24. Other shares			
25. Total Project (Lines 22, 23 & 24)	$	$	$ 3,957,211.00

INSTRUCTIONS
PART III
SECTION A. GENERAL

1. Show the Federal Domestic Assistance Catalog Number from which the assistance is requested. When more than one program or Catalog Number is involved and the amount cannot be distributed to the Federal grant program or catalog number on an over-all percentage basis, prepare a separate set of Part III forms for each program or Catalog Number. However, show the total amounts for all programs in Section B of the *basic* application form.

2. Show the functional or other categorical breakouts, if required by the Federal grantor agency. Prepare a separate set of Part III forms for each category.

SECTION B. CALCULATION OF FEDERAL GRANT

When applying for a new grant, use the Total Amount Column only. When requesting revisions of previously awarded amounts, use all columns.

Line 1 - Enter amounts needed for administration expenses including such items as travel, legal fees, rental of vehicles and any other expense items expected to be incurred to administer the grant. Include the amount of interest expense when authorized by program legislation and also show this amount under Section E Remarks.

Line 2 - Enter amounts pertaining to the work of locating and designing, making surveys and maps, sinking test holes, and all other work required prior to actual construction.

Line 3 - Enter amounts directly associated with the acquisition of land, existing structures, and related right-of-way.

Line 4 - Enter basic fees for architectural engineering services.

Line 5 - Enter amounts for other architectural engineering services, such as surveys, tests, and borings.

Line 6 - Enter fees for inspection and audit of construction and related programs.

Line 7 - Enter amounts associated with the development of land where the primary purpose of the grant is land improvement. Site work normally associated with major construction should be excluded from this category and shown on line 11.

Line 8 - Enter the dollar amounts needed to provide relocation advisory assistance, and the net amounts for replacement (last resort) housing. Do not include relocation administration expenses on this Line; include them on Line 1.

Line 9 - Enter the estimated amount of relocation payments to be made to displaced persons, business concerns, and non-profit organizations for moving expenses and replacement housing.

Line 10 - Enter the gross salaries and wages of employees of the grantee who will be directly engaged in performing demolition or removal of structures from developed land. This line should show also the cost of demolition or removal of improvements on developed land under a third party contract. Reduce the costs on this line by the amount of expected proceeds from the sale of salvage, if so instructed by the Federal grantor agency. Otherwise, show the proceeds on Line 15.

Line 11 - Enter amounts for the actual construction of, addition to, or restoration of a facility. Also, include in this category the amounts of project improvements such as sewers, streets, landscaping, and lighting.

Line 12 - Enter amounts for equipment both fixed and movable exclusive of equipment used in construction. For example, include amounts for permanently attached laboratory tables, built-in audio visual systems, movable desks, chairs, and laboratory equipment.

Line 13 - Enter amounts for items not specifically mentioned above.

Line 14 - Enter the sum of Lines 1-13.

Line 15 - Enter the estimated amount of program income that will be earned during the grant period and applied to the program.

Line 16 - Enter the difference between the amount on Line 14 and the estimated income shown on Line 15.

Line 17 - Enter the amounts for those items, which are a part of the project but not subject to Federal participation (See Section C, Line 26g, Column (1)).

Line 18 - Enter the estimated amount for contingencies. Compute this amount as follows. Subtract from the net project amount shown on Line 16 the ineligible project exclusions shown on Line 17 and the amount, which is excluded from the contingency provisions shown in Section C, Line 26g, Column (2). Multiply the computed amount by the percentage factor allowed by the grantor agency in accordance with the Federal program guidance. For those grants, which provide for a fixed dollar allowance in lieu of a percentage allowance, enter the dollar amount of this allowance.

Line 19 - Show the total amount of Lines 16, 17, and 18. (This is the amount to which the matching share ratio prescribed in program legislation is applied.)

Line 20 - Show the amount of Federal funds requested exclusive of funds for rehabilitation purposes.

Line 21 - Enter the estimated amounts needed for rehabilitation expense if rehabilitation grants to individuals are made for which grantees are reimbursed 100 percent by the Federal grantor agency in accordance with program legislation. If the grantee shares in part of this expense, show the total amount on Line 13 instead of on Line 21 and explain in Section E.

Line 22 - Show the total amount of the Federal grant requested.

Line 23 - Show the amount from Section D, Line 27h.

Line 24 - Show the amount from Section D, Line 28c.

Line 25 - Self-explanatory.

SECTION C - EXCLUSIONS

Classification	Ineligible for Participation (1)	Excluded From Contingency Provision (2)
a.	$	$
b.		
c.		
d.		
e.		
f.		
g. **Totals**	$	$

SECTION D - PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

27. Grantee Share	$ 453,764.00
a. Securities	
b. Mortgages	
c. Appropriations (By Applicant)	
d. Bonds	453,764.00
e. Tax Levies	
f. Non Cash	
g. Other (Explain)	
h. TOTAL - Grantee share	453,764.00
28. Other Shares	
a. State	
b. Other	
c. Total Other Shares	
29. TOTAL	$ 453,764.00

SECTION E - REMARKS

PART IV PROGRAM NARRATIVE (Attach - See Instructions)

INSTRUCTIONS
PART III
SECTION C. EXCLUSIONS

Line 26 a-g - Identify and list those costs in Column (1), which are part of the project cost but are not subject to Federal participation because of program legislation or Federal grantor agency instructions. The total amount on Line g should agree with the amount shown on Line 17 of Section B.

Show in Column (2) those project costs that are subject to Federal participation but are not eligible for inclusion in the amount used to compute contingency amounts as provided in the Federal grantor agency instructions.

SECTION D. PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE

Line 27 a-g - Show the source of the grantee's share. If cash is not immediately available, specify the actions completed to date and those actions remaining to make cash available under Section E Remarks. Indicate also the period of time that will be required after execution of the grant agreement to obtain the funds. If there is a non-cash contribution, explain what this contribution will consist of.

Line 27h - Show the total of Lines 27 a-g. This amount must equal the amount shown in Section B, Line 23.

Line 28a - Show the amount that will be contributed by a State or state agency, only if the applicant is not a State or state agency. If there is a non-cash contribution, explain what the contribution will consist of under Section E Re-marks.

Line 28b - Show the amount that will be contributed from other sources. If there is a non-cash contribution, explain what the contribution will consist of under Section E Remarks.

Line 28c - Show the total of Lines 28a and 28b. This amount must be the same as the amount shown in Section B, Line 24.

Line 29 - Enter the totals of Line 27h and 28c.

SECTION E. OTHER REMARKS

Make any remarks pertinent to the project and provide any other information required by these instructions or the grantor agency. Attach additional sheets, if necessary.

PART IV
PROGRAM NARRATIVE
(Suggested Format)

DEPARTMENT OF TRANSPORTATION - FEDERAL AVIATION ADMINISTRATION OMB NO. 2120-0569

PROJECT : Pavement Rehabilitation

AIRPORT : Colonel James Jabara Airport

1. Objective:

This project will repair pavement (runway, taxiway and apron) damage, add a runway pavement surface sensor system and miscellaneous drainage improvements related to pavement damage.

2. Benefits Anticipated:

Smooth pavements will provide a safer environment for airport users.

3. Approach : *(See approved Scope of Work in Final Application)*

Project will be sequenced and phased to minimize disruption of the airfield and tenants.

4. Geographic Location:

Wichita, Kansas (see attached map).

5. If Applicable, Provide Additional Information:

6. Sponsor's Representative: *(include address & telephone number)*

Victor White, A.A.E.

2173 Air Cargo Road

Wichita, KS 67209

316-946-4700

INSTRUCTIONS
PART IV
PROGRAM NARRATIVE

Prepare the program narrative statement in accordance with the following instructions for all new grant programs. Requests for supplemental assistance should be responsive to Item 5b only. Requests for continuation or refunding or other changes of an approved project should be responsive to Item 5c only.

1. OBJECTIVES AND NEED FOR THIS ASSISTANCE.

Pinpoint any relevant physical, economic, social, financial, institutional, or other problems requiring a solution.

Demonstrate the need for assistance and state the principal and subordinate objectives of the project. Supporting documentation or other testimonies from concerned interests other than the applicant may be used. Any relevant data based on planning studies should be included or footnoted.

2. RESULTS OR BENEFITS EXPECTED.

Identify results and benefits to be derived. For example, include a description of who will occupy the facility and show how the facility will be used. For land acquisition or development projects, explain how the project will benefit the public.

3. APPROACH

a. Outline a plan of action pertaining to the scope and detail of how the proposed work will be accomplished for each grant program. Cite factors, which might accelerate or decelerate the work, and your reason for taking this approach as opposed to others. Describe any unusual features of the project such as design or technological innovations, reductions in cost or time, or extraordinary social and community involvements.

b. Provide each grant program monthly or quarterly quantitative projections of the accomplishments to be achieved, if possible. When accomplishments cannot be quantified, list the activities in chronological order to show the schedule of accomplishments and their target dates.

c. Identify the kinds of data to be collected and maintained, and discuss the criteria to be used to evaluate the results and success of the project. Explain the methodology that will be used to determine if the needs identified and discussed are being met and if the results and benefits identified in Item 2 are being achieved.

d. List each organization, cooperator, consultant, or other key individuals who will work on the project along with a short description of the nature of their effort or contribution.

4. GEOGRAPHIC LOCATION.

Give a precise location of the project and area to be served by the proposed project. Maps or other graphic aids may be attached.

5. IF APPLICABLE, PROVIDE THE FOLLOWING INFORMATION:

a. Describe the relationship between this project and other work planned, anticipated, or underway under the Federal Assistance listed under Part II, Section A, Item 10.

b. Explain the reason for all requests for supplemental assistance and justify the need for additional funding.

c. Discuss accomplishments to date and list in chronological order a schedule of accomplishments, progress, or milestones anticipated with the new funding re-quest. If there have been significant changes in the project objectives, location, approach or time delays, explain and justify. For other requests for changes or amendments, explain the reason for the change(s). If the scope or objectives have changed or an extension of time is necessary, explain the circumstances and justify. If the total budget has been exceeded or if individual budget items have changed more than the prescribed limits contained in Attachment K, Office of Management and Budget Circular No. A-102, explain and justify the change and its effect on the project.

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

AIRPORT IMPROVEMENT PROGRAM
SPONSOR CERTIFICATION

DRUG-FREE WORKPLACE

Wichita Airport Authority	Colonel James Jabara	AIP 3-20-0089-20-2011
(Sponsor)	*(Airport)*	*(Project Number)*

Description of Work:
Pavement Rehabilitation

Title 49, United States Code, section 47105(d), authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within Federal grant programs are described in Title 49, Code of Federal Regulations, Part 29. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Except for the certified items below marked not applicable (N/A), the list includes major requirements for this aspect of project implementation, although it is not comprehensive, nor does it relieve the sponsor from fully complying with all applicable statutory and administrative standards.

	Yes	No	N/A
1. A statement has been or will be published notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition.	☒	☐	☐
2. An ongoing drug-free awareness program has been or will be established to inform employees about: **a.** The dangers of drug abuse in the workplace; **b.** The sponsor's policy of maintaining a drug-free workplace; **c.** Any available drug counseling, rehabilitation, and employee assistance programs; and **d.** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	☒	☐	☐
3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above.	☒	☐	☐
4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant, the employee will: **a.** Abide by the terms of the statement; and **b.** 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.	☒	☐	☐

	Yes	No	N/A
5. The FAA will be notified in writing within ten calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of the employee, to the FAA. Notices shall include the project number of each affected grant.	☒	☐	☐
6. One of the following actions will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:			
a. Take 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	☒	☐	☐
b. Require such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State, or local health, law enforcement, or other appropriate agency.			
7. A good faith effort will be made to continue to maintain a drug-free workplace through implementation of items 1 through 6 above.	☒	☐	☐

I have prepared documentation shown below or attached hereto with site(s) for performance of work (street address, city, county, state, zip code). There are no such workplaces that are not identified below or in the attachment. I have prepared additional documentation for any above items marked “no” and attached it hereto. I certify that, for the project identified herein, responses to the forgoing items are accurate as marked and attachments are correct and complete.

	Location	**Location**	**Location**
Street Address:	2173 Air Cargo Rd		
City:	Wichita		
State:	KS		
Zip code:	67209		

Wichita Airport Authority
Name of Sponsor

Signature of Sponsor’s Designated Official Representative

Victor White
Type Name of Sponsor’s Designated Official Representative

Director of Airports
Typed Title of Sponsor’s Designated Official Representative

8-23-2011
Date of Signature

STANDARD DOT TITLE VI ASSURANCES

Wichita Airport Authority (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end 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 Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or

(b) the period during which the sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED 8-23-2011

Wichita Airport Authority
(Sponsor)

By_____
(Signature of Authorized Official)

CONTRACTOR CONTRACTUAL REOUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations**. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued Pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permitee, etc.) 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.

2. The (grantee, licensee, lessee, permitee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "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 (grantee, licensee, lessee, permitee, etc.) 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.

ASSURANCES
Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.

2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.

3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

B. Duration and Applicability.

1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor. The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. Airport Planning Undertaken by a Sponsor. Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section C apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

C. Sponsor Certification. The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements. It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act - 5 U.S.C. 1501, et seq.[2]

e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
q Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
t. Copeland Anti kickback Act - 18 U.S.C. 874.[1]
u. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

Executive Orders

Executive Order 11246 - Equal Employment Opportunity[1]
Executive Order 11990 - Protection of Wetlands
Executive Order 11988 – Flood Plain Management
Executive Order 12372 - Intergovernmental Review of Federal Programs.
Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
Executive Order 12898 - Environmental Justice

Federal Regulations

a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
c. 14 CFR Part 150 - Airport noise compatibility planning.
d. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]

h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
i. 49 CFR Part 20 - New restrictions on lobbying.
j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.[1 2]
m. 49 CFR Part 26 – Participation By Disadvantaged Business Enterprises in Department of Transportation Programs.
n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.[1]
o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.[1]

Office of Management and Budget Circulars

a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
b A-133 - Audits of States, Local Governments, and Non-Profit Organizations

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

2. Responsibility and Authority of the Sponsor.

a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person

to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

   b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

   c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

   d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that

property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

11. **Pavement Preventive Maintenance**. With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such

reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of $2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved

plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.

17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.** In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance**.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably

operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary.

In furtherance of this assurance, the sponsor will have in effect arrangements for-

(1) Operating the airport's aeronautical facilities whenever required;

(2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

(3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation. It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use. It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

(1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

(2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non tenants and signatory carriers and non signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations,

aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure. It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. Reports and Inspections. It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use

agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
   (i) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
   (ii) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon. Such airport layout plans and each amendment, revision, or modification thereof, shall

be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) be paid to the Secretary for deposit in the Trust Fund, or (2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (2) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services. It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.

33. Foreign Market Restrictions. It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. Policies, Standards, and Specifications. It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

35. Relocation and Real Property Acquisition. (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses. The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport, however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure

non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. Hangar Construction. If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

1. Describes the requests;
2. Provides an explanation as to why the requests could not be accommodated; and
3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date