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C I T Y C O U N C I L

C I T Y O F W I C H I T A
K A N S A S

City Council Meeting
09:00 a.m. February 7, 2012

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

-- Call to Order

-- Invocation

-- Pledge of Allegiance

-- Approve the minutes of the regular meeting on January 24, 2012

AWARDS AND PROCLAMATIONS

-- Proclamation:
UPSTANDER Month

-- Service Award:
Gloria Stone

I. PUBLIC AGENDA

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

1. Janet Wilson - A thank you from Central Northeast Area Council (CNAC) for the City's support.

II. CONSENT AGENDAS (ITEMS 1 THROUGH 27)

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

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

COUNCIL BUSINESS

III. UNFINISHED COUNCIL BUSINESS

None

IV. NEW COUNCIL BUSINESS

1. Estoppel and Consent to Mortgage for Refinancing, The Hotel at Old Town, LLC. (District VI)

   RECOMMENDED ACTION: Approve the Statement and Consent of Owner to the leasehold mortgage, and authorize necessary signatures.

2. Ordinance to Terminate the Southfork Redevelopment District, Tax Increment Financing. (District III)

   RECOMMENDED ACTION: Approve the request for declaration of emergency and adopt the ordinance on first reading.

3. Quarterly Financial Report for the Quarter Ending December 31, 2011.

   RECOMMENDED ACTION: Receive and file the Quarterly Financial Report for the quarter ended December 31, 2011.

4. 135th Street West Improvement, between Kellogg and Onewood. (District V)

   RECOMMENDED ACTION: Approve the design concept, approve the budget for right-of-way, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

5. 13th Street Improvement, Hydraulic to Oliver. (District I)

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

6. Upgrade for Patron Edge software to include Counter Point Software for Arts and Cultural Facilities.

   RECOMMENDED ACTION: Approve the contract with Blackbaud, Inc., for additional Counter Point software and licensing and authorizes the necessary signatures.

7. Approval of the Resolution to Allow Wichita Festivals, Inc. to Gate A. Price Woodard Park and the Lawn to the South of the Hyatt Regency Hotel for River Festival 2012. (District I)

RECOMMENDED ACTION: Approve the resolution to allow the gating events to be held at A. Price Woodard Park and on the lawn to the south of the Hyatt Regency Hotel, as part of the Wichita River Festival.

(9:30 a.m. or soon thereafter)

8. Repair or Removal of Dangerous and Unsafe Structure. (District IV)

Property Address	Council District
a. 2107 West Irving	IV

RECOMMENDED ACTION: Close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of February 7, 2012; (2) the structure has been secured as of February 7, 2012, and will continue to be kept secured; and (3) the premise is mowed and free of debris as of February 7, 2012, and will be so maintained during renovation.

9. DER2011-03: Douglas Avenue Corridor Transit Oriented Development Study. (Districts I, IV, and VI)

RECOMMENDED ACTION: Adopt a resolution endorsing the design concepts and guidelines recommended by the Douglas Avenue Corridor Transit Oriented Development Study and authorize the necessary signatures.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

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

V. NON-CONSENT PLANNING AGENDA

1. ZON2011-00028 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located south of Mt. Vernon Road on the west side of Oliver Avenue, 2033 South Oliver. (District III)

   RECOMMENDED ACTION: (1) Adopt the findings of the MAPC and approve the zone change, override the protests and authorize the Mayor to sign the ordinance and place the ordinance on first reading (a three-fourths majority vote is required to override the protests), or (2) Deny the zone change request (a two-thirds majority vote is required plus appropriate findings to override the MAPC's recommendation), or (3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (a simple majority vote required).

HOUSING AGENDA

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

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

VI. NON-CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

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

VII. NON-CONSENT AIRPORT AGENDA

1. Parking Facilities Program Professional Services - Wichita Mid-Continent Airport.

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

COUNCIL AGENDA

VIII. COUNCIL MEMBER AGENDA

None

IX. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

   RECOMMENDED ACTION: Approve the Appointments.

Adjournment

(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 27)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated February 6, 2012.

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

2. Applications for Licenses:

Name	Address	
Robert Floyd	Armour Gift Shop Inc.dba Patricia's	2606 South Rock Road SU 100
Saundra J Lacy	Jessie's Primetime Entertainment	304 South Laura

   RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

Renewal	2012	(Consumption off Premises)
Jay A. Johnson	Johnson's General Stores, Inc. #06***	1003 South Seneca
Jay A. Johnson	Johnson's General Stores, Inc. #39***	5400 North Meridian
George Odom	Metro To Go***	225 South Ida SU 6

   ***Consumption/Retailer grocery stores, convenience stores etc.

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

4. Preliminary Estimates: (See Attached)

   RECOMMENDED ACTION: Receive and file.

5. Statement of Costs:
   a. List of Statement of Costs. (See Attached)

   RECOMMENDED ACTION: Approve and file.

6. Consideration of Street Closures/Uses.
   a. Community Events – Muscle Walk and 5K. (Districts I and VI)

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

7. Agreements/Contracts:
   a. Hold Harmless Agreement for Mediterranean Plaza 2nd Addition. (District I)

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

8. Property Acquisitions:
   a. Partial Acquisition of 13601 West 21st Street for the 135th Street from 13th Street to 21st Street Improvement Project. (District V)
   b. Partial Acquisition of 5944 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)
   c. Partial Acquisition of 5802-5830 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
   d. Acquisition of Land near Webb Road and 53rd Street North for a Pressure and Chlorine Booster Station. (District II)
   e. Partial Acquisition of 630 East 61st Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (County)
   f. Acquisition of Property at 6601 West 13th Street for the I-235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)
   g. Partial Acquisition of 3555 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South. (District III)
   h. Partial Acquisition of Land in the 1500 Block of South 151st Street West and Grant of Pipeline Easements for the West Kellogg Freeway Project. (Districts IV and V)
   i. Partial Acquisition of 2121 North 135th Street West for the 135th Street from 13th Street to 21st Street Improvement Project. (District V)
   j. Partial Acquisition of Property located between I-235 and the Big Ditch for the Interstate 235 Floodway Crossing/13th Street Interchange Project. (Districts V and VI)

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

9. Minutes of Advisory Boards/Commissions

Joint Investment Committee, November 15, 2011
Joint Investment Committee, December 1, 2011
Wichita Airport Advisory Board, December 5, 2011
Wichita Historic Preservation Board, December 12, 2011
Wichita Public Library, December 20, 2011
Board of Code Standards and Appeals, December 5, 2011
Board of Park Commissioners, December 21, 2012
Board of Park Commissioners, January 9, 2012
Stormwater Advisory Board, January 6, 2012
Wichita Employees Retirement System, December 21, 2011

RECOMMENDED ACTION: Receive and file.

10. Proposed Assessment Rolls

Proposed Assessment Rolls have been prepared for eight (8) water projects, six (6) sewer projects and three(3) storm sewer projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held February 27, 2012 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 17, 2012.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 6, 2012 and publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

11. Report on Claims for December, 2011.

RECOMMENDED ACTION: Receive and file.

12. Cooperative Agreement with Heartland PTAC.

RECOMMENDED ACTION: Continue its relationship as a sub-contractor with Heartland PTAC Missouri Southern State University, approve the 2012 Letter of Commitment and proposed budget, and authorize the necessary budget adjustments and signatures.

13. Sidewalk Repair and Sidewalk Cleaning Assessment Program. (Districts I, II, III and VI)

RECOMMENDED ACTION: Approve the proposed Assessments and place the Ordinances on first reading.

14. South Meridian Corridor Plan Contract.

RECOMMENDED ACTION: Approve the selection of Baughman Company, P.A. to complete the South Meridian Corridor Plan and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

15. Approval of Offers for the Improvement of the Kellogg Avenue, US Highway 54 from Cypress to Chateau. (District II)

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

16. Acceptance of Grant Funds.

RECOMMENDED ACTION: Authorize the Housing and Community Services Department to accept grant funding from the AT&T Foundation to provide training, re-training and/or job placement for Housing First participants.

17. 2012 Community Services Block Grant Application.

    RECOMMENDED ACTION: Approve the 2012 Community Services Block Grant funding application and authorize the necessary signatures.

18. Second Reading Ordinances: (First Read January 24, 2012)
    List of Second Reading Ordinances.

    RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

19. *ZON2011-00039 – City zone change from SF-5 Single-Family Residential (“SF-5”) to Neighborhood Retail (“NR”) with a Protective Overlay (“PO”) generally located on the northeast corner of 17th Street North and Tyler Road, 1820 North Tyler Road. (District V)

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

20. *SUB2011-00018 -- Replat of Holland Commercial Addition located on the northwest corner of Kellogg and Tyler. (District V)

    RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

21. *SUB2011-00041 -- Plat of Lampton Brothers 2nd Addition located on the north side of Central, East of Broadway. (District VI)

    RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

22. *SUB2011-00047 -- Plat of Resource Recovery Management Addition located on the northwest corner of 55th Street South and Ridge Road. (County)

    RECOMMENDED ACTION: Approve the documents and plat and authorize the necessary signatures.

23. *SUB2011-00054 -- Plat of Central Park Plaza Addition located south of 29th Street North on the east side of Maize. (District V)

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

24. *DED2012-00001 – Dedication of Street Right-of-Way located north of 13th Street North, east of 135th Street West. (District V)

    RECOMMENDED ACTION: Accept the Dedication.

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.

25. *Section 8 Administrative Plan Revisions.

    RECOMMENDED ACTION: Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

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.

26. *Airparts Company - S. A. No. 16 - Wichita Mid-Continent Airport.

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

27. *Wally's Structural Loads Consulting, LLC - Supplemental Agreement No. 1 for office use of 2120 Airport Road - Wichita Mid-Continent Airport.

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

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Estoppel and Consent to Mortgage for Refinancing (The Hotel at Old Town, LLC.) (District VI)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve the Statement and Consent of Owner to leasehold mortgage, and authorize necessary signatures.

Background: On May 8, 1998, the City Council approved the issuance of Taxable Industrial Revenue Bonds in an amount of $6.2 million to The Hotel at Old Town, Inc. (the "Company"). Bond proceeds were used to acquire, renovate and equip the Keen Kutter Building in Old Town, into a 107-room, extended stay hotel. Hotel at Old Town can now reduce their debt service requirements by refinancing. In 2003, the City Council approved the defeasance of the IRBs and consented to the refinancing of the IRBs by a loan from Security Bank. The Hotel at Old Town LLC, is now seeking a refinancing of the bank loan and is requesting City Council approval of a statement that the company is current on its obligations to the City and a consent to the new mortgage.

Analysis: Under the Development Agreement between the City of Wichita and the Hotel at Old Town LLC, the City agreed to purchase the Keen Kutter Building and lease it to the developer for 50 years, and the Company agreed to renovate the building into the Hotel at Old Town. The City also made a $3,300,000 contribution to the renovation costs. The development agreement and groundlease requires the Company to pay any shortfall in property and transient guest taxes below projections, until the present value of such taxes equals the City's contribution.

The City later conveyed title to the building to Old Town LLC so that historic tax credits could be obtained, but continued to lease the land to the hotel under the original 50-year lease terms. The Company leased the building back to the City, thereby giving the City its required interest in both the land and improvements needed to secure the IRBs through financing leases. When the Company replaced the IRBs with a conventional loan in 2003, the IRB leasees were terminated, but the 50-year land lease remained in place.

Fidelity Bank is proposing to make a new $5,500,000 mortgage loan and a $2,000,000 revolving line of credit for the hotel. Because the ground lease with the City is still in place, Fidelity requires the City's consent to the refinancing and a statement that the Company is in compliance with the terms of the ground lease.

The development agreement and the ground lease provide for the City to consent to refinancings, which consents cannot be unreasonably withheld, conditioned or delayed, and also contains a mechanism for providing statements that the Company is in compliance with the lease terms. The fact that the new Fidelity loan also includes a $2,000,000 line of credit requires City Council approval of the consent.

The Company has provided the City with annual accountings that show that the property and transient guest taxes paid by the hotel exceeded the projections contained in the agreements and is therefore in compliance with lease terms.

Financial Considerations: There is no financial impact on the City resulting from the proposed changes to the documents.

Goal Impact: Economic Vitality and Affordable Living; Core Area and Neighborhood. A successful hotel in the Old Town area will help provide an anchor for downtown revitalization as well as a quality of life amenity that helps attract jobs and workers to the area.

Legal Considerations: All documents have been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended the City Council approve the Statement and Consent of Owner to the leasehold mortgage, and authorize necessary signatures.

Attachments: Statement and Consent of Owner

STATEMENT AND CONSENT OF OWNER

The undersigned, The City of Wichita, Kansas, a municipal corporation, owner of the property described as follows:

> **Tract 1**: The leasehold estate covering the land (without the building and improvements) and the subleasehold estate covering the buildings and improvements located on said land, created by Lease dated May 1, 1998, by and between the City of Wichita, Kansas, as both lessor and sublessor, and The Hotel at Old Town Inc., as both lessee and sublessee, notice of which is given by Notice of Lease recorded on Film 1824 Page 631, and Addendum to Amended and Restated Lease recorded on Film 2696 Page 2234, demising and leasing for a term of years beginning May 1, 1998 and ending December 31, 2049, the following described premises, to-wit:
>
> Lot 9, except the West 20 feet thereof, on Mosley Avenue, in East Wichita, Sedgwick County, Kansas together with the West 10 feet of vacated Mosley Avenue adjoining on the East,
>
> AND
>
> Lot 11, except the West 20 feet thereof, and except beginning at the Northeast corner of said Lot 11; thence South along the East line thereof, 139.81 feet; thence West 149.79 feet more or less to a point on the West line of said Lot 11, being 139.87 feet South of the Northwest corner thereof; thence North to the Northwest corner thereof; thence East 149.80 feet more or less to the point of beginning, on Mosley Avenue, in East Wichita, Sedgwick County, Kansas, together with the West 10 feet of vacated Mosley Avenue adjoining on the East.
>
> **Tract 2**: a non-exclusive easement for the benefit of Tract 1, created by Easement recorded on Film 1824 Page 611 for the purpose of locating, construction, building, maintaining, operating, and repairing and electrical generator, heating ventilation and air conditioning equipment and other electrical equipment, together with underground utility lines to and from the equipment, including right of ingress and egress, over the land described therein.

does hereby state, with respect to that certain lease dated May 1, 1998, by and between The City of Wichita, Kansas a municipal corporation ("Landlord"), and The Hotel at Old Town, Inc., a Kansas corporation ("Tenant"), notice of which is given by the Notice of Lease filed May 1, 1998 as Doc# Flm-Page 1824631, and Amended and Restated Lease recorded on Doc# Flm-Page 26962234 (collectively, the "Lease"), that said Lease is unmodified, except for those modifications made to definitions of words and terms and to Sections 3.2 and 6.5 by that certain Addendum to Amended and Restated Lease dated as of May 15, 2003, and is in full force and effect as modified. Rent and other charges, if any, have been paid to December 31, 2011, and no Rent is currently payable under the Lease. The Term will expire December 31, 2049, unless sooner terminated under the provisions of the Lease, and no notice of default has been given to the Tenant which has not been cured. Further, to the best knowledge of the undersigned, the Tenant is not in default in performance of any covenant, agreement or condition contained in the Lease, as modified, except for the Section 3.2 requirements to provide financial statements.

In addition, Landlord does hereby consent to Tenant granting a first priority mortgage lien to Fidelity Bank of Wichita, KS ("Bank"), on the Tenant's interest in above-described leasehold estate, in order that Tenant may procure financing from Bank for the improved assets owned by Tenant thereon.

Dated this _____day of _____, 2012

The City of Wichita, Kansas (Landlord)

By: _____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

STATE OF KANSAS, SEDGWICK COUNTY}: ss.

The foregoing instrument of writing was acknowledged before me on the _____ day of _____, 2012, by Carl Brewer, Mayor of The City of Wichita, Kansas, and Karen Sublett, City Clerk of such city, for and on behalf of, and as the act and deed of said city.

_____
Notary Public

My term expires: _____

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, City Attorney and
Director of Law

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Ordinance to Terminate the Southfork Redevelopment District (Tax Increment Financing) (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendations: Approve the request for declaration of emergency and adopt the ordinance on first reading.

Background: On December 6, 2011, the City Council held a public hearing and approved an ordinance establishing a redevelopment district in the area near the intersection of 47th Street South and I-135 for the purpose of providing tax increment financing (TIF) to pay a portion of the costs of building a mixed use development. On January 4, 2012, the Sedgwick County Commission passed a resolution making a finding that the creation of the Southfork Redevelopment District will have an adverse impact on Sedgwick County, effectively vetoing the establishment of the District. Under state law, the City Council must now adopt an ordinance terminating the redevelopment district.

Analysis: State law gives counties and school districts 30 days from the public hearing on establishment of a TIF redevelopment district to determine whether establishment of the district would have an adverse impact on the county or school district. If either the governing board of a county or school district determines an adverse impact, the district cannot be established. Cities then have 30 days from receipt of a resolution determining an adverse impact to pass an ordinance terminating the district.

On January 9, 2012, the City received a copy of Sedgwick County Resolution 001-2012, stating that the Southfork Redevelopment District will have an adverse affect on Sedgwick County. The City Council has until February 8, 2012 to adopt the attached ordinance terminating the Southfork Redevelopment District. Adoption of an ordinance on first reading will require approval of a declaration of emergency.

Financial Considerations: Repeal of the ordinance establishing a redevelopment district will eliminate the use of tax increment financing for eligible improvements in the Southfork redevelopment project.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted or declining areas is needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a city that takes care of its older sections.

Legal Considerations: The attached resolution declaring an emergency and the repealing ordinance have been reviewed by the City's Law Department and approved as to form.

Recommendation/Action: It is recommended that the City Council approve the request for declaration of emergency and adopt the ordinance on first reading.

Attachment(s): Declaration of Emergency and ordinance

028001
ORDINANCE NO. 49-199

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, REPEALING ORDINANCE NO. 49-161 OF SAID CITY.

WHEREAS, Ordinance No. 49-161 of the City of Wichita, adopted December 13, 2011, provided for the establishment of the Southfork Redevelopment District; and,

WHEREAS, The Board of Commissioners of Sedgwick County ("County") passed Resolution 001-2012 stating that the County has determined that the Southfork Redevelopment District would have an adverse effect on the County; and,

WHEREAS, the Governing Body of the City of Wichita wishes to repeal Ordinance No. 49-161 pursuant to K.S.A. 12-1771;

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

SECTION 1. **Repeal of Ordinance No. 49-161**. Ordinance No. 49-161 of the City of Wichita is hereby repealed.

SECTION 2. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas, and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 7th day of February, 2012.

CITY OF WICHITA, KANSAS

By_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf
City Attorney

REQUEST FOR DECLARATION OF EMERGENCY

REQUEST OF THE MAYOR OF THE CITY OF WICHITA, KANSAS, FOR THE DECLARATION BY THE CITY COUNCIL OF SAID CITY OF THE EXISTENCE OF A PUBLIC EMERGENCY REQUIRING THE ADOPTION OF AN ORDINANCE BELOW DESIGNATED.

TO THE MEMBERS OF THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

I, Carl Brewer, Mayor of the City of Wichita, Kansas, hereby request that the City Council declare that a public emergency exists requiring the final adoption and passage on the day of its introduction, to wit, February 7, 2012, of an Ordinance entitled:

ORDINANCE NO. 49-199

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, REPEALING ORDINANCE NO. 49-161 OF SAID CITY.

The general nature of such public emergency lies in the need to pass and publish the proposed repeal as soon as possible, to ensure that the City repeals Ordinance 49-161 within 30 days of receipt of a resolution from the Board of County Commissioners of Sedgwick County determining that a redevelopment district will have an adverse impact on the County.

It is therefore expedient at this time that the City Council find and determine that a public emergency exists by reason of the foregoing and that the above entitled Ordinance be finally adopted on the day of its introduction.

Executed at Wichita, Kansas on this 7th day of February, 2012.

MAYOR OF THE CITY OF WICHITA, KANSAS

_____

Carl Brewer, Mayor

ATTEST:

_____

Karen Sublett, City Clerk

(Seal)

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
November 15, 2011

TO: Mayor and City Council

SUBJECT: Quarterly Financial Report for the Quarter Ending September 30, 2011

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendation: Receive and file the quarterly financial report.

Background: The Finance Department prepares quarterly unaudited financial reports to monitor and review the financial activities of the operating and capital funds. The report is presented to provide the City Council and citizens with information that will assist in making informed decisions. The report is available on the City's web-site. Citizens may obtain a printed copy by contacting the Department of Finance at 268-4651.

Analysis: Comparisons of budgeted amounts to actual revenue and expenditures are provided for each operating fund. In addition, financial statements prepared on an accrual basis are presented for enterprise funds, consistent with requirements of revenue bond covenants. The quarterly financial report does not contain all the entries and adjustments that will be reflected in the Comprehensive Annual Financial Report for the fiscal year.

Financial highlights are summarized beginning on page iii, with financial statements beginning on page 1. Information supplementary to the financial statements begins on page 61, including information on the performance of invested funds, the City's bonded indebtedness relative to the legal debt limitations, capital projects currently underway, tax abatements, the status of the Debt Service fund relative to any debt service payments due from the tax increment financing districts, and a quarterly summary of disadvantaged and emerging business activity.

Financial Considerations: The Director of Finance will provide a financial overview at the City Council meeting.

Goal Impact: The Internal Perspective is advanced with the Quarterly Financial Report providing information on the financial condition of the City to the City Council, to the citizens of Wichita and to investors. In addition, the report demonstrates budgetary compliance with applicable laws and ordinances for the reporting year.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the City Council receive and file the Quarterly Financial Report for the quarter ended September 30, 2011.

Agenda Item No. IV-4

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: 135th Street West Improvement, between Kellogg and Onewood (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the design concept and budget for right-of-way.

Background: The Capital Improvement Program (CIP) adopted by the City Council includes funding to improve 135th Street West, between Kellogg and Onewood. The District V Advisory Board held a neighborhood hearing for the project on January 9, 2012. The Board voted 7-0 to recommend approval of the project. An open house was held prior to the District Advisory Board meeting to discuss the project with the neighborhood.

Analysis: The existing roadway is a two lane asphalt mat with drainage ditches. The proposed improvement will provide a three lane roadway with one through lane in each direction and a center two-way left turn lane. Drainage improvements will be constructed including the replacement and extension of two large concrete drainage culverts that cross 135th St. West near the north end of the project. A six foot sidewalk will be constructed on the east side of the street, and a ten foot multi-use path will be constructed on the west side, with the available right-of-way landscaped. Construction is planned to begin in the spring of 2013 and be completed in fall 2013, depending on right-of-way acquisition and utility relocation. Traffic will be carried one-way south bound throughout construction except during the installation of the concrete drainage culverts, which will close 135th to thru traffic for approximately three to four weeks.

Financial Consideration: On August 24, 2010, the City Council approved $160,000 for the design of the project. Staff is requesting that Council authorize a $250,000 budget for right-of-way acquisition, resulting in an approved budget of $410,000. The funding source is General Obligation bonds. The additional cost is included in the proposed 2011-2020 CIP. The project will be returned to the City Council at a future date for approval of construction funding.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

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

Recommendation/Action: It is recommended that the City Council approve the design concept, approve the budget for right-of-way, place the amending ordinance on first reading and authorize the signing of State/Federal agreements as required.

Attachments: Map, CIP sheet and amending ordinance.

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	1/12/2012	135th, Kellogg to Orchard

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS		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	$410,000			$410,000
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals	$410,000			$410,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Platting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472 $1915

13. Recommendation: Approve the design concept, approve the budget and place the amending ordinance on 1st reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

Published in the Wichita Eagle on February 17, 2012

ORDINANCE NO. 49-206

AN ORDINANCE AMENDING ORDINANCE NO. 48-809 OF THE CITY OF WICHITA, KANSAS DECLARING 135TH SREET WEST, BETWEEN KELLOGG AND ONEWOOD STREET (472-84915) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

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

SECTION 1. SECTION 2 of Ordinance 48-809 is hereby amended to read as follows:

"SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to 135th Street West between Kellogg and Onewood Street (472-84915) as a main trafficway in the following particulars:

The design and acquisition of right-of-way as necessary for a major traffic facility."

SECTION 2. SECTION 3 of Ordinance No. 48-809 is hereby amended to read as follows:

"SECTION 3. The cost of the above described improvements is estimated to be Four Hundred Ten Thousand Dollars ($410,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689."

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. 48-809 are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of February, 2012.

_____
Carl Brewer, Mayor

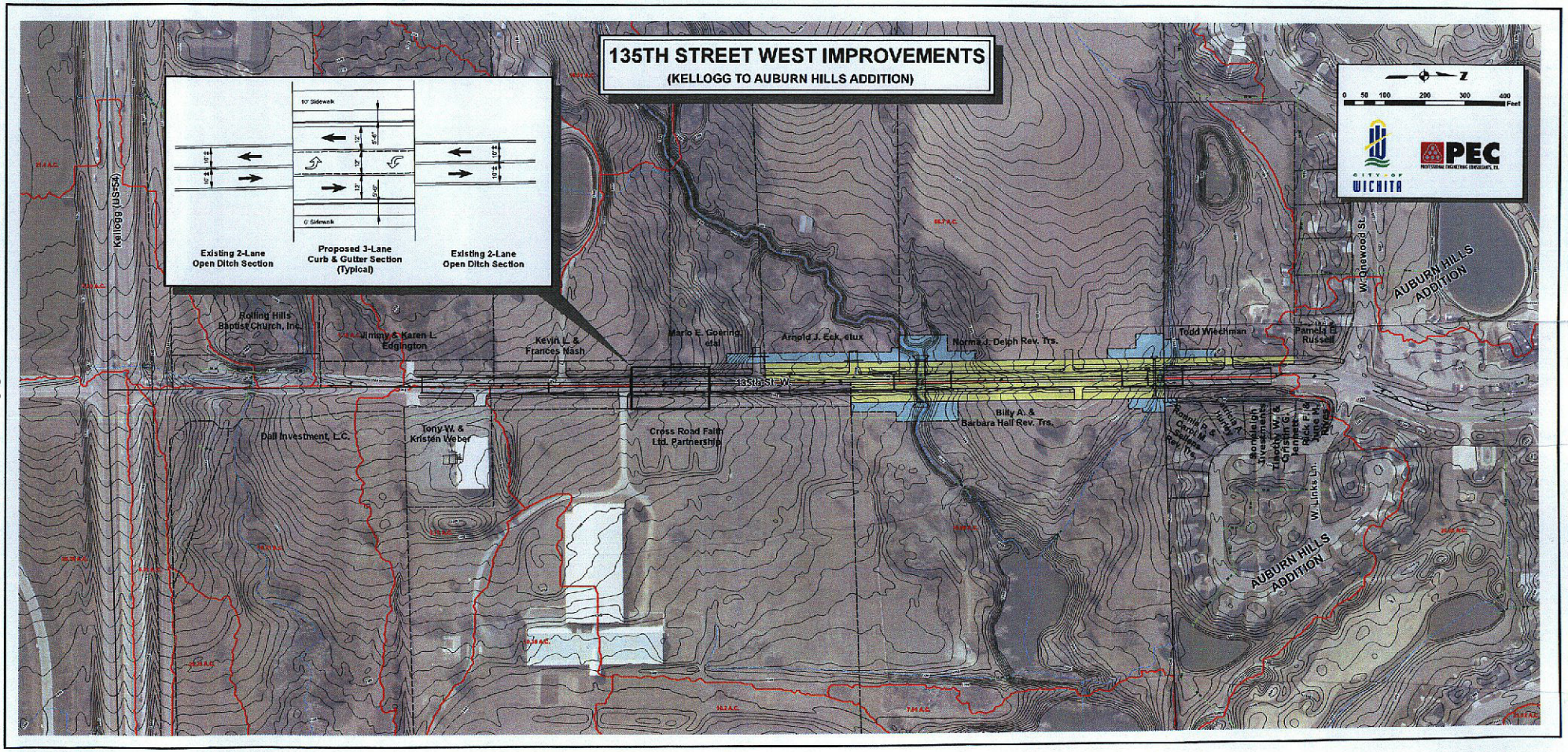
ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf
Director of Law


135TH STREET WEST IMPROVEMENTS
(KELLOGG TO AUBURN HILLS ADDITION)
10' Sidewalk
5'-6"
12'
12'
5'-6"
10' ±
10' ±
0' Sidewalk
Existing 2-Lane Open Ditch Section
Proposed 3-Lane Curb & Gutter Section (Typical)
Existing 2-Lane Open Ditch Section
N
0 50 100 200 300 400 Feet
CITY OF WICHITA
PEC
Kellogg (US-54)
Rolling Hills Baptist Church, Inc.
Jimmy & Karen L. Edgington
Kevin L. & Frances Nash
Mario E. Goering, et al
Arnold J. Eck, et ux
Norma J. Delph Rev. Trs.
Todd Wiechman
Pamela B. Russell
W. Chelsea St.
AUBURN HILLS ADDITION
135th St. W.
Dall Investment, L.C.
Tony W. & Kristen Weber
Cross Road Faith Ltd. Partnership
Billy A. & Barbara Hall Rev. Trs.
Bonnie Jo Investments
Timothy W. & Cristin G. Jennett
Rick F. & June H. Ryan
W. Links Ln.
AUBURN HILLS ADDITION

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: 13th Street Improvement, Hydraulic to Oliver (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the revised budget.

Background: The 2009-2018 Capital Improvement Program (CIP) includes funding to reconstruct 13th Street, between Hydraulic and Oliver. On November 6, 2007, the City Council approved the design concept and partial funding to begin right-of-way acquisition. Right-of-way acquisition is substantially complete and utility relocation work is projected to be completed in late summer of 2012. Approval of construction funding is requested at this time.

Analysis: The approved design concept is a five lane roadway with four through lanes and a center two-way left turn lane. A storm water sewer will be constructed to improve drainage and wider sidewalk will be constructed on both sides of 13th Street. Construction is planned to begin in August 2012 and be completed in late 2013.

Financial Considerations: On March 22, 2011, the City Council approved a budget of $3,710,000 for completion of design and final right-of-way acquisition. An additional $11,500,000 is requested for construction improvements for a total budget of $15,210,000. The additional general obligation bond funding is included in the Proposed 2011-2020 CIP. The project will also include replacement of the existing water and sanitary sewer systems throughout the project, which will be funded from the Water Utility revenues and reserves, and/or a future revenue bond issue. The funding is included in the proposed 2011-2020 CIP with a budget of $1,250,000 for water and $900,000 for sewer.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow and drainage in an existing residential and commercial area.

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

Recommendation/Action: It is recommended that the City Council approve the revised budget, place the amending ordinance on first reading and authorize the necessary signatures.

Attachments: CIP sheet, amending ordinance, resolutions and Notice of Intent.

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	1/16/2013	13th Street, Hydraulic Oliver

5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date
MS		2013	

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

12. Project Cost Estimate

ITEM	GO	SA	KDOT	TOTAL
Right of Way				
Paving, grading & cover.	$15,210,000			$15,210,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
Totals	$15,210,000			$15,210,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

12A.

	Yes	No
Planting Required		
Lot Split		
Petition		
Ordered by WCC	X	

Remarks:

472-84320

13. Recommendation: Approve the project and place the amending ordinance on 1st Reading

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

132019

First Published in the Wichita Eagle February 17, 2012

ORDINANCE NO. 49-204

AN ORDINANCE AMENDING ORDINANCE NO. 48-979 OF THE CITY OF WICHITA, KANSAS DECLARING 13TH STREET, BETWEEN I-135 FREEWAY AND WOODLAWN (472-84320) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA, KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS, THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF SAME.

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

SECTION 1. SECTION 1 of Ordinance No. 48-979 is hereby amended to read as follows:

"SECTION 1. SECTION 2 of Ordinance No. 47-680 is herby amended to read as follows:

SECTION 2. SECTION 3 of Ordinance No. 46-838 is hereby amended to read as follows:

SECTION 3. The cost of the construction of the above described improvements is estimated to be Fifteen Million Two Hundred Ten Thousand Dollars ($15,210,000) exclusive of the cost of interest on borrowed money. Said City cost, when ascertained, shall be bourne by the City of Wichita at large, by the issuance of general obligation bonds under the authority of K.S.A. 12-689."

SECTION 2.SECTION 1 of Ordinance No. 47-680 is hereby amended to read as follows:

"SECTION 1. SECTION 2 of ordinance 46-838 is hereby amended to read as follows:

SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to 13th Street, between I-135 Freeway and Woodlawn (472-84320) as a main trafficway in the following particulars:

The design, relocation of utilities, acquisition of the right-of-way and construction as necessary for a major traffic facility."

SECTION 3. The original SECTION 1 of Ordinance No. 48-979 and the original SECTION 1 of Ordinance No. 47-680 is hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 14th day of February, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY REBENSTORF, DIRECTOR OF LAW

RESOLUTION NO. 12-031

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $1,250,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, 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 be limited specifically to, WL 13th Hydraulic to Oliver (W-025) (the "Project"). The total costs of the Project are estimated to be one million two hundred fifty thousand dollars ($1,250,000) 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. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

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 two hundred fifty thousand dollars ($1,250,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the 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 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, 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 a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body

shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on February 7th, 2012.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

RESOLUTION NO. 12-031

A RESOLUTION OF THE CITY OF WICHITA, KANSAS, DECLARING IT NECESSARY TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY, AND TO ISSUE REVENUE BONDS IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $900,000 EXCLUSIVE OF THE COST OF INTEREST ON BORROWED MONEY, FOR THE PURPOSE OF PAYING CERTAIN COSTS THEREOF, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH INTENTION IN THE MANNER REQUIRED BY LAW.

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

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

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

SECTION 1. Pursuant to the laws of the State of Kansas, including the Act, 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 be limited specifically to, SS 13th Hydraulic to Oliver (S-018) (the "Project"). The total costs of the Project are estimated to be nine hundred thousand dollars ($900,000) 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. It is hereby found and determined that the construction of the Project will not cause duplication of any existing water or sewer utility service furnished by a private utility in the City.

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 nine hundred thousand dollars ($900,000), exclusive of the cost of interest on borrowed money, under the authority of the Act, to pay certain costs of the Project, and the 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 4. It is hereby found and determined to be necessary, before such revenue bonds can be issued, to publish one time in the City's official newspaper a Notice of the Governing Body's intention to initiate and complete the Project and to issue such revenue bonds, such Notice to be in the form which is attached hereto and made a part hereof by reference as though fully set forth herein. If, within Fifteen (15) days from and after the date of the publication of the Notice, 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 a sufficient protest to the Project and the issuance of the revenue bonds is not filed within said Fifteen (15) day period, then the Governing Body

shall have the authority to authorize and proceed with the Project and the sale and issuance of the revenue bonds.

SECTION 5. This Resolution shall be in force and take effect from and after its adoption and approval.

ADOPTED AND APPROVED by the Governing Body of the City of Wichita, Kansas, not less than two-thirds of the members voting in favor thereof, on February 7, 2012.

(Seal)

_____
CARL BREWER, Mayor

ATTEST:

_____
KAREN SUBLETT, City Clerk

APPROVED AS TO FORM:

By_____
GARY E. REBENSTORF, Director of Law

OCA: 635803

(Published in the Wichita Eagle, on February 10, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $200,000, 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. 12-030, duly adopted February 7, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, WL 13th Hydraulic to Oliver (W-025) (called the "Project"). The total costs of the Project are estimated to be one million two hundred fifty thousand dollars ($1,250,000). 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 $1,250,000 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.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 7, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

OCA: 624000

(Published in the Wichita Eagle, on February 10, 2012.)

NOTICE OF INTENTION TO CONSTRUCT, RECONSTRUCT, ALTER, REPAIR, IMPROVE, EXTEND AND ENLARGE THE WATER AND SEWER UTILITY OWNED AND OPERATED BY THE CITY OF WICHITA, KANSAS, AND TO ISSUE REVENUE BONDS, IN A TOTAL PRINCIPAL AMOUNT WHICH SHALL NOT EXCEED $200,000, 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. 12-031, duly adopted February 7, 2012, has found and determined it to be necessary and declared its intention to construct, reconstruct, alter, repair, improve, extend and enlarge the City of Wichita, Kansas Water and Sewer Utility which is owned and operated by the City, such construction, reconstruction, alterations, repairs, improvements, extensions and enlargements to include, but not be limited specifically to, SS 13th Hydraulic to Oliver (S-018) (called the "Project"). The total costs of the Project are estimated to be nine hundred thousand dollars ($900,000). 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 $900,000 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.

BY ORDER of the Governing Body of the City of Wichita, Kansas, on February 7, 2012.

/s/ CARL BREWER, Mayor

ATTEST:
/s/ Karen Sublett, City Clerk

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council Members

SUBJECT: Upgrade of Patron Edge software to include Counter Point Software for Arts and Cultural Facilities (All Districts)

INITIATED BY: IT/IS

AGENDA: New Business

Recommendation: Approve the funding and contract with Blackbaud, Inc. for additional Counter Point software and licensing and authorize the necessary signatures.

Background: The original contract with Blackbaud, Inc., was approved in April 2005 for the purchase of the Patron Edge software system for ticketing and online ticket sales at Century II. This purchase did not include a sales and inventory system for concessions.

Analysis: IT/IS has been working with the Division of Arts and Cultural Services in the development and configuration of the Patron Edge software system. The addition of the Counter Point software will allow for expansion of current services including the ability to automate inventory by creating bar codes for scanning, producing reconciliation reports, creating gift cards that may be used at the Division's Arts and Cultural facilities and automating concession sales. Automation of concession sales and inventory will eliminate concession product waste and create controls for cash and credit card transactions. The purchase of the software will include twelve (12) licenses for use at the four facilities currently under the management of the Division.

IT/IS, Finance and the Division of Arts and Cultural Services have determined the additional software and licenses will allow closer management of cash and credit card transactions by putting better tracking and accountability controls in place. Use of the gift card for purchase of admission and gift shop items is expected to increase earned revenue in all of the facilities and improve inventory tracking and reconciliation. As an integrated addition to the Patron Edge software system, Counter Point will expand and enhance the service capabilities currently being offered to Century II, CityArts, Old Cowtown Museum and Mid-America All-Indian Center.

Financial Considerations: The total cost for the integration of the Counter Point software system into the existing Patron Edge system is $50,000. Funding for the project is included in the Capital Improvement Project budget for the renovations of Century II's Concert Hall.

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

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

Recommendations/Actions: It is recommended that the City Council approve the contract with Blackbaud, Inc. for additional Counter Point software and licensing and authorize the necessary signatures.

Attachments: Agreement to Purchase Counterpoint Licenses
Agreement to Purchase Patron Edge Online
Scope of Work for Blackbaud CounterPoint SQL
Scope of Work for Blackbaud Patron Edge Consulting Service

City of Wichita

Blackbaud Professional Services Scope of Work

January 9, 2012
ATPID: 501139

blackbaud™
your passion ➤ our purpose

1 CONSULTING SERVICES

1.1 The Patron Edge Consulting Services

1.1.1 Retainer Scope of Work

Blackbaud and Client Joint Responsibilities:

The consultant will conduct a conference call with City of Wichita's staff to outline an agenda and timeline for the overall retainer engagement including but not limited to the tasks and objectives related to the installation of and consulting on best practice around the Merchandise module and reloadable gift cards.

The consultant's time allocations for the engagement will be delivered in a minimum of (4) four hour blocks. City of Wichita will work with the consultant to schedule all remote or onsite work agreeable to both parties' schedules. Email and phone messages to the consultant from City of Wichita are considered billable tasks and will be handled and responded to in a timely manner. Tasks and work related to the scope of service not outlined as part of the scope of work will be documented in a Change Order.

The consultant will work with City of Wichita to complete the following:

- Assist in configuration of merchandise online
- Assist in configuration of reloadable gift card options in Patron Edge and establishing best practice within the program

2 FEES AND BILLING

2.1 Estimated Budget

The fees and billing for the Scope of Work described in this document are described in the following table:

Consulting Services Estimated Budget				
Service Description	**Hours**	**Rate**	**Fee**	**Billing Terms**
Patron Edge Consulting Services	6	$225/hr	$1350	T&M
Documentation Specialist	1	$100/hr	$100	T&M

2.2 Billing Terms

The billing terms referenced in the billing terms column of the Consulting Services Estimated Budget table are described in the following paragraphs.

T&M	The professional services described here are provided on a time-and-materials (T&M) basis only. The estimate(s) cited above represents an estimate only and does not reflect any binding obligation for Blackbaud to complete those services within the estimated time or cost. Any required changes to the estimates will be processed with approval as defined in the Change Order section of this agreement. Upon signing and returning the Agreement to Purchase, Blackbaud shall invoice City of Wichita for services rendered based on the number of hours expended by Blackbaud.

In addition to the aforementioned, please refer to Section 3 of the Master Software and Services Agreement entitled “Fees, Expenses and Payment”

3 APPENDIX: OPERATING GUIDELINES AND GENERAL ASSUMPTIONS

3.1 Change Orders

Blackbaud will not perform services identified by either party as outside this Scope of Work without the following procedure:

- The Blackbaud Consultant will provide a Change Order documenting the scope change; additional resources required; changes to the work plan, including due dates, if applicable; and additional estimated time and fees, if applicable.
- Blackbaud will perform the additional services after receiving formal authorization. Formal authorization constitutes City of Wichita Project Manager's written acceptance of, and agreement to pay Blackbaud for, any additional services requested and set forth in the Change Order.

Both City of Wichita and Blackbaud must properly execute the Change Order before any resources will be requested or assigned to the task(s) or any services will be performed.

Any properly executed Change Order is subject to the terms of this Scope of Work.

3.2 Deliverable Acceptance

Deliverables will be considered accepted by City of Wichita unless Blackbaud receives written notification from City of Wichita of errors within ten (10) business days of receipt. If Blackbaud receives written notification of errors within ten (10) business days after receipt of the deliverable, Blackbaud will address reported errors in a revised deliverable. City of Wichita will then have an additional ten (10) business days to report that all errors have been resolved by the revised deliverable.

If Blackbaud does not receive written notification of unresolved errors, the deliverable will be considered accepted by City of Wichita.

3.3 Expiration of Scope of Work

If, (i) within one year of execution of the Scope of Work, City of Wichita has not scheduled any work to be performed, or (ii) if City of Wichita has scheduled work to be performed, but due to unavailability of City of Wichita such work has not commenced within six (6) months of being scheduled, the Scope of Work will be deemed to be terminated by City of Wichita and any fees paid by City of Wichita in connection with this Scope of Work shall be retained by Blackbaud and applied toward a cancellation fee.

3.4 Cancellation Policy

3.4.1 Fixed Price Services

Cancellations or postponements of a scheduled Fixed Price (FP-100%, FP-50% or FP-15%) professional service may be made with no penalty if cancelled or postponed 10 or more business days before the start of the service. Cancellations or postponements of less than 10 business days follow the policy below:

Cancelled/ Postponed	Cancellation Fee
6-9 business days prior	$500
0-5 business days prior	$1000

3.4.2 Time and Materials Services

Cancellations or postponements of a scheduled Time and Materials (T&M or T&M-10%) professional service may be made with no penalty if cancelled or postponed 20 or more business days before the start of the service. Cancellations or postponements of less than 20 business days follow the policy below:

Cancelled/ Postponed	Percent of Scheduled Service Assessed
6-19 business days prior	25%
0-5 business days prior	50%

3.5 General Assumptions

Blackbaud assumes the following when performing the professional services described in this document:

1. If professional services are performed on-site, the Blackbaud representative will perform work during the days of Monday through Friday.

2. If services are being performed remotely, Blackbaud assumes client will have Internet connectivity from database server and workstations. Blackbaud further assumes that consultant performing work will be granted full security access to database server and workstations as necessary to complete this Scope of Work.

3. City of Wichita will ensure that the specialized expertise for the hardware platform, third-party database and network administration is available on an as-needed basis to support installation and on-going activities throughout the engagement.

4. Unless Blackbaud Application Hosting Services are included in the project, system, server and workstation backups are the responsibility of City of Wichita. This includes the development and implementation of the system backups and recovery programs. City of Wichita understands the detailed System Recommendations for the software application and database located on the Blackbaud website: http://www.blackbaud.com/products/system/requirements.aspx.

5. If applicable, City of Wichita understands the detailed Blackbaud Application Hosting Services system requirements located on the Blackbaud website for the software application and database: http://www.blackbaud.com/files/sysreqs/ondemandreqs.pdf.

6. All written materials provided with this engagement supplement, but do not replace, the Blackbaud software documentation and are subject to the terms and conditions of the Master Software and Services Agreement. Customer should consult the standard online user documentation for information regarding product processes, features, functions and requirements.

2000 Daniel Island Drive
Charleston, SC 29492-7541
Phone: 800-443-9441 Fax: 843-216-6111

January 9, 2012

AGREEMENT TO PURCHASE

City of Wichita
455 N Main St
Wichita, KS 67202-1600
Ms. John D Angelo
316 303 8600

City of Wichita hereby agrees to purchase from Blackbaud, Inc. the following:

SOFTWARE:	**Price**
12 CounterPoint SQL Credit Cards	$2,280.00
12 CounterPoint SQL	$14,280.00
Software - Subtotal	**$16,560.00**
SERVICES:	
Consulting Services	$19,125.00
Services - Subtotal	**$19,125.00**
MAINTENANCE:	
Advantage	$3,643.20
Maintenance - Subtotal	**$3,643.20**
SUBTOTAL:	**$39,328.20**
TOTAL COST:	**$39,328.20**

Services
The services to be provided are described in the accompanying Scope of Work.

Maintenance
If you currently receive maintenance from Blackbaud, the above charges will be added to the existing charges and may be prorated to coincide with your current maintenance renewal date(s) based on product family. Initial annual maintenance is calculated using current list price. Maintenance begins 7 days after shipment of software. An overview of the scope of maintenance and support can be found on our website on our website at http://maintenance.blackbaud.com.

General
Blackbaud is required to have a copy of the "State issued sales and use tax exemption certificate" for your organization on file in order to avoid charging sales tax on all or a portion of this purchase, depending on state law. If Blackbaud does not receive a copy of your exemption certificate by the time the invoice is generated, sales tax may be included.

The individual signing below represents that he/she has the necessary authority to execute the Agreement on behalf of City of Wichita, and that his/her signature is sufficient to make this Agreement the binding and enforceable obligation of such party.

Prices are valid until January 19, 2012. We have consolidated all of our former legal agreements into one agreement describing the terms and conditions on which our products and services are offered. The purchases on this ATP and all future purchases are subject to and governed by the Master Services and Software Agreement available at http://www.blackbaud.com/files/MasterServicesAndSoftwareAgreement.pdf.

_____	_____
Authorized Signature	Blackbaud, Inc. - Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

ATPID: 501138

2000 Daniel Island Drive
Charleston, SC 29492-7541
Phone: 800-443-9441 Fax: 843-216-6111

January 9, 2012

AGREEMENT TO PURCHASE

City of Wichita
455 N Main St
Wichita, KS 67202-1600
Ms. John D Angelo
316 303 8600

City of Wichita hereby agrees to purchase from Blackbaud, Inc. the following:

SOFTWARE:	**Price**
The Patron Edge Online: Merchandise, Gift Certificates, and Gift Cards	$7,000.00
Software - Subtotal	**$7,000.00**
SERVICES:	
Patron Edge - Consulting Services	$1,450.00
Services - Subtotal	**$1,450.00**
MAINTENANCE:	
Advantage	$1,540.00
Maintenance - Subtotal	**$1,540.00**
SUBTOTAL:	**$9,990.00**
TOTAL COST:	**$9,990.00**

Services
The services to be provided are described in the accompanying Scope of Work.

Maintenance
If you currently receive maintenance from Blackbaud, the above charges will be added to the existing charges and may be prorated to coincide with your current maintenance renewal date(s) based on product family. Initial annual maintenance is calculated using current list price. Maintenance begins 7 days after shipment of software. An overview of the scope of maintenance and support can be found on our website on our website at http://maintenance.blackbaud.com.

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_____	_____
Authorized Signature	Blackbaud, Inc. - Authorized Signature
_____	_____
Print Name	Print Name
_____	_____
Title	Title
_____	_____
Date	Date

ATPID: 501139

City of Wichita

Blackbaud Professional Services Scope of Work

January 9, 2012
ATPID: 501138

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your passion ➤ our purpose

1 CONSULTING SERVICES

1.1 Blackbaud CounterPoint SQL POS Consulting Services

PROJECT GOAL

Ensure the successful implementation of CounterPoint SQL at The City of Wichita in Wichita, KS. This plan is designed to remotely deliver the successful implementation within 6 weeks of the beginning of the project.

Anything worth doing is worth doing well.

The City of Wichita implementation plan prioritizes business needs *before* software capabilities. The desired business outcomes for The City of Wichita retail operation will first be identified, and then the software will be configured to respond accordingly. Gathering of the information necessary to accomplish this began during the selling cycle and will continue through this implementation project.

Business Information Gathering (Phase 3) will initiate a series of events that are critical to this project's success. Standardized sequences of steps will be defined in a manner that will enable The City of Wichita to consistently achieve its stated goals. The information captured during these exercises will enable the CounterPoint SQL POS Consulting team members to configure the CounterPoint SQL database and create the business rules required to achieve The City of Wichita's business goals.

PROJECT SCOPE
Remote Activities:

Phase 1: Getting Started (4 Hours)

- Kick-Off Meeting conducted to review implementation schedule.
- Surveys and Pilots are discussed with tasks scheduled to complete and submit the implementation team.
- Computer-based Training Tutorials are provided as orientation to CounterPoint SQL environment.

Phase 2: Training (16 Hours)

- 16 hours of Instructor-led Training for Trainers is conducted over the Internet.

Phase 3: Business Information Gathering / Data Preparation (18 Hours)

- Existing Business Processes are Mapped
  - Company Information
  - Accounting Interface Information
  - Account Codes
  - G/L Account Distributions in Accounting System
  - Bank Accounts
  - Merchant Processing for Credit Cards
  - Calendars
  - Commission Codes

- Tax Authorities / Tax Codes
- Pricing Rules
- Pay Codes
- Workgroups and Users
- Network Information and Controls
- Inventory Items
- Order Management/Fulfillment
- Customer Management
- Touchscreen Settings
- Menu Settings
- Security Codes
- Raiser's Edge integration requirements

Phase 4: Configuration and Lab Delivery (28 Hours)
The following tasks will be performed and tested for production-ready status:

- CounterPoint SQL Software is configured
  - Company Information
  - User Profiles
  - Account Codes
  - Accounting Interface
  - G/L Distributions
  - Bank Accounts
  - Merchant Processing for Credit Cards
  - Calendars
  - Commission Codes
  - Gift Certificates
  - Loyalty Programs
  - Tax Authorities / Tax Codes
  - Pay Codes
  - Workgroups and Users
  - Security Codes
  - Inventory Configuration
  - Item Configurations, including:
    - Categories
    - Subcategories
    - Barcodes
    - Barcode IDs
    - Pricing Rules
  - Customer Configuration, including:
    - Categories
  - Point of Sale, including:
    - Stores
    - Drawers
    - Stations
    - Reason Codes
    - Touchscreens
    - Menus
- POS Hardware Peripherals configured:

  - Scanners
  - Receipt Printers
  - Cash Drawers
  - Magnetic Stripe Readers and Pin Pad Devices
- Raiser's Edge Integration Application configured

Remote Activities (Continued):
Phase 5: Piloting and Turn Over to Customer Support (11 Hours)
The agreed upon Business Process Pilots will be used in this phase.

- Piloting Tasks completed
- Adjustments made to system configuration as needed
- System Profile turned over to Customer Support

Phase 6: Remote Go-Live Support (8 Hours)

- Customer Support Staff members will be dedicated to provide Go-Live Support for all users of CounterPoint SQL.

Requirements of The City of Wichita:
The City of Wichita is responsible for providing the following:

- Hardware that is compatible with CounterPoint SQL specifications.

- Networking infrastructure that is compatible with CounterPoint SQL specifications.

- Remote Access to the CounterPoint SQL environment by the CounterPoint SQL POS Implementation Team (preferably via Remote Desktop).

- (If CPGateway is utilized) The establishment of a CPGateway account with Radiant Systems is the responsibility of The City of Wichita.

Assumptions:

1. CounterPoint SQL will be configured using the standard accounting interface that is supported by CounterPoint SQL. It is assumed that the brand and version of accounting system shall be one that is currently supported by CounterPoint SQL.

2. This scope does not include work necessary to enable CounterPoint SQL to exchange information with a CPOnline Ecommerce site.

3. There are no data files to be converted from a Legacy POS system to CounterPoint SQL in this scope of work.

4. This scope of work will include the following:

    a. Implementation of one business model of Counterpoint SQL at (1) location: Main and 4 concession stands on the same campus network.

    b. There will be 12 licensed users in the system.

    c. Configuration of the following CounterPoint SQL options: Credit Cards.

5. Itemized sales distributions for classes will be tracked using sub accounts. If it is determined that projects are to be used, this will require a customization that will be defined in a separate scope.

6. This scope includes tasks to implement the Raisers Edge to CounterPoint SQL Integration application. It is assumed that The City of Wichita will utilize a release of Raisers Edge that is compatible with the RE Integration application.

2 FEES AND BILLING

2.1 Estimated Budget

The fees and billing for the Scope of Work described in this document are described in the following table:

Consulting Services Estimated Budget				
Service Description	**Hours**	**Rate**	**Fee**	**Billing Terms**
CounterPoint Consulting Services	85	$225	$19,125	T&M-10%

2.2 Billing Terms

The billing terms referenced in the billing terms column of the Consulting Services Estimated Budget table are described in the following paragraphs.

T&M-10%	The professional services described here are provided on a time-and-materials (T&M) basis only. The estimate(s) cited above represents an estimate only and does not reflect any binding obligation for Blackbaud to complete those services within the estimated time or cost. Any required changes to the estimates will be processed with approval as defined in the Change Order section of this agreement. Upon signing and returning the Agreement to Purchase, City of Wichita shall be invoiced for ten percent (10%) of the total estimated consulting services cost. Blackbaud shall then invoice City of Wichita for services rendered in excess of the initial ten percent (10%) payment based on the number of hours expended by Blackbaud.

In addition to the aforementioned, please refer to Section 3 of the Master Software and Services Agreement entitled “Fees, Expenses and Payment”

3 APPENDIX: OPERATING GUIDELINES AND GENERAL ASSUMPTIONS

3.1 Change Orders

Blackbaud will not perform services identified by either party as outside this Scope of Work without the following procedure:

- The Blackbaud Consultant will provide a Change Order documenting the scope change; additional resources required; changes to the work plan, including due dates, if applicable; and additional estimated time and fees, if applicable.
- Blackbaud will perform the additional services after receiving formal authorization. Formal authorization constitutes City of Wichita Project Manager's written acceptance of, and agreement to pay Blackbaud for, any additional services requested and set forth in the Change Order.

Both City of Wichita and Blackbaud must properly execute the Change Order before any resources will be requested or assigned to the task(s) or any services will be performed.

Any properly executed Change Order is subject to the terms of this Scope of Work.

3.2 Deliverable Acceptance

Deliverables will be considered accepted by City of Wichita unless Blackbaud receives written notification from City of Wichita of errors within ten (10) business days of receipt. If Blackbaud receives written notification of errors within ten (10) business days after receipt of the deliverable, Blackbaud will address reported errors in a revised deliverable. City of Wichita will then have an additional ten (10) business days to report that all errors have been resolved by the revised deliverable.

If Blackbaud does not receive written notification of unresolved errors, the deliverable will be considered accepted by City of Wichita.

3.3 Expiration of Scope of Work

If, (i) within one year of execution of the Scope of Work, City of Wichita has not scheduled any work to be performed, or (ii) if City of Wichita has scheduled work to be performed, but due to unavailability of City of Wichita such work has not commenced within six (6) months of being scheduled, the Scope of Work will be deemed to be terminated by City of Wichita and any fees paid by City of Wichita in connection with this Scope of Work shall be retained by Blackbaud and applied toward a cancellation fee.

3.4 Cancellation Policy

3.4.1 Fixed Price Services

Cancellations or postponements of a scheduled Fixed Price (FP-100%, FP-50% or FP-15%) professional service may be made with no penalty if cancelled or postponed 10 or more business days before the start of the service. Cancellations or postponements of less than 10 business days follow the policy below:

Cancelled/ Postponed	Cancellation Fee
6-9 business days prior	$500
0-5 business days prior	$1000

3.4.2 Time and Materials Services

Cancellations or postponements of a scheduled Time and Materials (T&M or T&M-10%) professional service may be made with no penalty if cancelled or postponed 20 or more business days before the start of the service. Cancellations or postponements of less than 20 business days follow the policy below:

Cancelled/ Postponed	Percent of Scheduled Service Assessed
6-19 business days prior	25%
0-5 business days prior	50%

3.5 General Assumptions

Blackbaud assumes the following when performing the professional services described in this document:

1. If professional services are performed on-site, the Blackbaud representative will perform work during the days of Monday through Friday.

2. If services are being performed remotely, Blackbaud assumes client will have Internet connectivity from database server and workstations. Blackbaud further assumes that consultant performing work will be granted full security access to database server and workstations as necessary to complete this Scope of Work.

3. City of Wichita will ensure that the specialized expertise for the hardware platform, third-party database and network administration is available on an as-needed basis to support installation and on-going activities throughout the engagement.

4. Unless Blackbaud Application Hosting Services are included in the project, system, server and workstation backups are the responsibility of City of Wichita. This includes the development and implementation of the system backups and recovery programs. City of Wichita understands the detailed System Recommendations for the software application and database located on the Blackbaud website: http://www.blackbaud.com/products/system/requirements.aspx.

5. If applicable, City of Wichita understands the detailed Blackbaud Application Hosting Services system requirements located on the Blackbaud website for the software application and database: http://www.blackbaud.com/files/sysreqs/ondemandreqs.pdf.

6. All written materials provided with this engagement supplement, but do not replace, the Blackbaud software documentation and are subject to the terms and conditions of the Master Software and Services Agreement. Customer should consult the standard online user documentation for information regarding product processes, features, functions and requirements.

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Approval of the Resolution to Allow Wichita Festivals, Inc. to Gate A. Price Woodard Park and the Lawn to the South of the Hyatt Regency Hotel for River Festival 2012. (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Approve the resolution.

Background: Wichita Festivals, Inc. has requested permission to fence and charge admission to A. Price Woodard Park and the lawn to the south of the Hyatt Regency Hotel as part of the Wichita River Festival, June 1 to June 9, 2012. Fence installation would be on Wednesday, May 30, 2012 and would be removed by Monday, June 11, 2012, at 5:00 p.m.

Analysis: Section 9.04.060 of the Code of the City of Wichita permits the closing of the A. Price Woodard Park and the lawn to the south of the Hyatt Regency Hotel for special events complying with the requirements of City Ordinance 3.11.080. The Wichita River Festival will be required to obtain appropriate approval of the event specifying dates, times, locations and other pertinent data for events and activities conducted as part of the festival.

This resolution would allow A. Price Woodard Park and the lawn to the south of the Hyatt Regency Hotel to be fenced and allow admission to be charged for events associated with the Wichita River Festival.

Financial Considerations: None.

Goal Impact: Quality of Life will be improved through having River Festival events at both locations.

Legal Considerations: The Law Department has prepared the related resolution and has approved it as to form.

Recommendations/Actions: It is recommended that the City Council approve the resolution to allow the gating events to be held at A. Price Woodard Park and on the lawn to the south of the Hyatt Regency Hotel, as part of the Wichita River Festival.

Attachments: Resolution

(First Published in the Wichita Eagle on February 10, 2012)

RESOLUTION NO. 12-034

A RESOLUTION BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS APPROVING CLOSURE OF A. PRICE WOODARD PARK AND THE LAWN TO THE SOUTH OF THE HYATT REGENCY HOTEL FOR WICHITA RIVER FESTIVAL EVENT.

WHEREAS, the City recognizes that substantial community benefits may result from community events. They can provide cultural enrichment, promote economic vitality and enhance community identity. Further, such events along the Arkansas River will serve to promote downtown and community development.

WHEREAS, Wichita River Festival events, operated by Wichita Festivals, Inc., to be held June 1 through June 9, 2012, will not obstruct the operation of emergency vehicles or equipment in or through the area;

WHEREAS, the proposed event does not present a safety, noise, or traffic hazard;

WHEREAS, the proposed events and activities to be held in A. Price Woodard Park and on the lawn to the south of the Hyatt Regency Hotel and Conference Center will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.

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

1. A. Price Woodard Park and the lawn to the south of the Hyatt Regency Hotel and Conference Center shall be closed to the public for the duration of the Wichita River Festival held from June 1 to June 9, 2012. Wichita Festivals, Inc., will be allowed to fence and charge admission for entry into both the park and the Hyatt lawn. Additionally, vendors will be allowed to sell merchandise within both areas during the event.
2. All events to be held at both sites will be subject to approval by the Community Event Committee pursuant to Chapter 3.11 of the Code of the City of Wichita.
3. This resolution shall be effective upon adoption by City Council.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, this 7th day of February, 2012.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structure (District IV

INITIATED BY: Office of Central Inspection

AGENDA: New Business

Recommendations: Adopt the resolution.

Background: On December 20, 2011, a report was submitted with respect to the dangerous and unsafe conditions on the property below. The Council adopted a resolution providing for a public hearing to be held on the condemnation action at 9:30 a.m. or soon thereafter, on February 7, 2012.

Analysis: On December 5, 2011, the Board of Code Standards and Appeals (BCSA) held a hearing on the residential property listed below

Property Address	Council District
a. 2107 West Irving	IV

Detailed information/analysis concerning this property is included in the attachments.

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

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: Pursuant to State Statute, the Resolutions were duly published twice on December 23, 2011 and December 30, 2011. A copy of each resolution was sent by certified mail or given personal service delivery to the owners and lien holders of record of the described property.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution declaring the building to be a dangerous and unsafe structure, and accept the BCSA recommended action to proceed with condemnation, allowing 10 days to start demolition and 10 days to complete removal of the structure. Any extensions of time granted to repair any structure would be contingent on the following: (1) All taxes have been paid to date as of February 7, 2012; (2) the structure has been secured as of February 7, 2012, and will continue to be kept secured; and (3) the premise is mowed and free of debris as of February 7, 2012, and will be so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolutions published once in the official city paper and advise the owner of these findings.

Attachments: Memorandums to Council, case summary, and resolution.

February 7, 2012
City Council Hearing
Removal of Dangerous Structures Case Summary

Address	Cncl. Dist.	Hsng. Case Age	Cndm. Init. Date	BCSA Hearing Date & Recommendation	Owner/ Rep. At BCSA ?	Open or Secure	Premise Cond. Status	Property Tax Status	Special Assessments	Pending Incurred Cost
2107 W. Irving	IV	1 yr 1 mo	09/16/11	11/07/11: Defer to December 2011 hearing 12/05/11: 10/10	No No	Secure	Bulky waste, siding, volunteer trees and miscellaneous debris.	The 2008, 2009, 2010 and 2011 taxes are delinquent in the amount of $1,970.40, which includes interest.	None	None

DATE: January 23, 2012

CDM SUMMARY

COUNCIL DISTRICT # IV

ADDRESS: 2107 W. IRVING

LEGAL DESCRIPTION: LOTS 91 AND 93, ON LINCOLN , NOW IRVING AVENUE, GARFIELD 2ND ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 31 feet in size. Vacant for at least 2 months, this structure has rotted and missing wood lap siding; badly worn composition roof; deteriorated front porch; rotted wood trim; and the 6 x 6 foot metal accessory structure is deteriorated.

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

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

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

_____ _____

Superintendent of Central Inspection Date
Enforcing Officer

DATE: January 23, 2012

BCSA GROUP # 4

ADDRESS: 2107 W. IRVING

ACTIVE FIELD FILE STARTED: December 6, 2010

NOTICE(S) ISSUED: Since December 6, 2010, a notice of improvement and two violation notices have been issued. In October 2005 an environmental case was initiated resulting in owner compliance and in December 2010, a neighborhood nuisance case was initiated resulting in owner compliance.

PRE-CONDEMNATION LETTER: July 18, 2011

TAX INFORMATION: The 2008, 2009, 2010 and 2011 taxes are delinquent in the amount of $1,970.40, which includes interest.

COST ASSESSMENTS/DATES: None

PREMISE CONDITIONS: Bulky waste, siding, volunteer trees and miscellaneous debris.

VACANT NEGLECTED BUILDING REPORT: None

NUISANCE ABATEMENT REPORT: None

POLICE REPORT: Within the last five years there has been one police incident of city code nuisance violation, which was reported on June 23, 2011.

FORMAL CONDEMNATION ACTION INITIATED: September 16, 2011

RECENT DEVELOPMENTS: No repairs have been made and the structure is secure.

HISTORIC PRESERVATION REPORT: No impact

OWNER'S PAST CDM HISTORY: None

BOARD OF C.S.&A. RECOMMENDATION: At the November 7, 2011, BCSA hearing, there was no one in attendance to represent this property.

The property owner's daughter, Roberta Lilly, was unable to attend the meeting due to illness. She requested through Central Inspection staff that the Board defer any action on the property until the December meeting so that she could be present.

Board Member Harder made a motion to defer action on the property until the December meeting and that the owner maintain the site in a clean and secure condition in the meantime. Board Member Banuelos seconded the motion. The motion passed. (Board Member Wilhite was not present for this vote.)

At the December 5, 2011, BCSA hearing, there was no representative present for this property.

Ms. Legge told the Board that the owner was unable to attend the November 7, 2011, meeting due to illness. At that time, the Board approved a motion to wait until the December 5, 2011, meeting to make a determination on the property. A letter was sent to the owner advising her that at the very minimum the site needed to be cleaned of debris and maintained secure in order for the Board to grant any additional time.

The owner was unable to attend the December 5, 2011, meeting, citing her continued health issue. No exterior repairs have been made, and there has been no progress on the clean-up.

Board Member Crotts made a motion to refer the property to the City Council with a recommendation of condemnation, with ten days to begin wrecking the structure and ten days to finish clearing the site. Board Member Willenberg seconded the motion. The motion passed.

STAFF RECOMMENDATION/REMARKS: Adopt the recommendation of the Board of Code Standards and Appeals. However, any extensions to repairs would be providing that all provisions of City Council Policy 33 are complied with. If any of these conditions are not met, staff is directed to proceed to let for bids to demolish the structure.

Agenda Item No. IV-9

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: DER2011-03: Douglas Avenue Corridor Transit Oriented Development Study (Districts I, IV, and VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: New Business

Recommendation: Endorse the Douglas Avenue Corridor Transit Oriented Development Study.

Background: On April 5, 2011, the City Council approved a grant application to the Wichita Area Metropolitan Planning Organization (WAMPO) to fund a Douglas Avenue Corridor Transit Oriented Development Study for the portion of Douglas Avenue within downtown from Washington Avenue to McLean Boulevard. The purpose of the study was to determine the appropriate future design for Douglas Avenue as the downtown master plan is implemented and future transit improvements and economic development occur along the corridor.

The grant application was successful, and the grant provided funding from the Federal Transit Administration in the amount of $100,000 and from the Kansas Department of Transportation in the amount of $25,000. On May 10, 2011, the City Council awarded a contract to Design Workshop to complete the study. Over the next six months, Design Workshop conducted the study, including extensive research and analysis as well as community outreach through stakeholder interviews, public meetings, and online surveys.

Over past two months, City staff has presented the study to the District I Advisory Board, the District VI Advisory Board, the Metropolitan Area Planning Commission, the Wichita Transit Advisory Board, the Historic Preservation Board, the Wichita Downtown Development Corporation Board, and the Design Council. As indicated in the attachments, each of these groups has voted to recommend that the City Council endorse the study.

Analysis: The Douglas Avenue Corridor Transit Oriented Development Study is attached. The key recommendations of the study are:

- Maintain two through travel lanes in each direction
- Provide parallel parking on both sides of the street
- Install a center landscaped median with left turn bays only at street intersections
- Construct curb extensions at all street intersections
- Install bus shelters every two blocks
- Improve the rail viaduct bridge and Kennedy Plaza to make them gateway features
- Explore the use of rain gardens and porous pavement
- Plant more trees and landscaping
- Upgrade streetscape features such as benches, trash cans, bicycle racks, wayfinding signage, and public art

The study also recommends the following potential modifications as circumstances warrant:

- Not installing the center landscaped median in front of Century II if it is determined that doing so would limit the ability to use Douglas Avenue in this location for parades and community events

- Eliminating parallel parking one or both sides of the street in areas with high concentrations of restaurants or retail in order to provide for wider sidewalks for outdoor dining and shopping
- Providing angled parking in Old Town and not installing the center landscaped median

The study recommends the following priorities for installing improvements:

1. Bus shelters and curb extensions
2. Landscaped median
3. Streetscape improvements

The total estimated cost of all recommended improvements is approximately $6.4 million. The study recommends a variety of funding sources for capital improvements, including Federal and State grants; tax increment financing; special assessments; and the City's Capital Improvement Program (CIP). Maintaining the additional improvements would cost approximately $250,000 per year. The study recommends a variety of funding sources for maintenance in addition to the City's maintenance budget, including partnerships with businesses and organizations; parking revenue; sponsorships; donations, and volunteers.

Financial Consideration: Endorsing the Douglas Avenue Corridor Transit Oriented Development Study involves no commitment of funding for the City of Wichita. Any City of Wichita funding of projects identified in the study will require future City Council action.

Goal Impact: The Douglas Avenue Corridor Transit Oriented Development Study will help achieve the goals of Promoting Economic Vitality, Creating Vibrant Neighborhoods, and Ensuring Efficient Infrastructure.

Legal Consideration: The resolution endorsing the Douglas Avenue Corridor Transit Oriented Development Study has been reviewed and approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt a resolution endorsing the design concepts and guidelines recommended by the Douglas Avenue Corridor Transit Oriented Development Study and authorize the necessary signatures.

Attachments: Douglas Avenue Corridor Transit Oriented Development Study
Resolution
District I Advisory Board Minutes
District VI Advisory Board Minutes
Metropolitan Area Planning Commission Minutes Excerpt
Wichita Transit Advisory Board Minutes
Historic Preservation Board Action Letter
Wichita Downtown Development Corporation Board Endorsement Letter
Design Council Minutes

RESOLUTION NO. 12-028

A RESOLUTION ENDORSING THE DESIGN CONCEPTS AND GUIDELINES RECOMMENDED IN THE DOUGLAS AVENUE CORRIDOR TRANSIT ORIENTED DEVELOPMENT STUDY, FEBRUARY 2012

WHEREAS, Project Downtown: The Master Plan for Wichita was adopted by the City Council on December 14, 2010; and

WHEREAS, Project Downtown identifies Douglas Avenue as Wichita's "postcard avenue" and establishes a vision for the corridor to be developed as "downtown's premiere transit street" and as a "distinctive walking corridor"; and

WHEREAS, the City Council approved an agreement for professional services with Design Workshop on May 10, 2011 to conduct a study of the Douglas Avenue corridor in downtown and recommend strategies for accomplishing Project Downtown's vision for the corridor; and

WHEREAS, the Douglas Avenue Corridor Transit Oriented Development Study, February 2012 represents the culmination of said professional services and contains recommended design concepts and guidelines to be used in future planning and decision-making regarding infrastructure and transit service investments along the Douglas Avenue corridor in downtown; and

WHEREAS, the recommended design concepts and guidelines contained in the Douglas Avenue Corridor Transit Oriented Development Study, February 2012 are subject to further changes and refinements that will invariably come from the design and construction of specific improvements, ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from similar initiatives.

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

Section 1. The City Council endorses the design concepts and guidelines recommended in the Douglas Avenue Corridor Transit Oriented Development Study, February 2012.

Section 2. The City of Wichita shall use the recommended design concepts and guidelines contained in the Douglas Avenue Corridor Transit Oriented Development Study, February 2012 as guidance in future planning and decision-making regarding infrastructure and transit service investments along the Douglas Avenue corridor in downtown.

Section 3. The City Council directs the staff of the City of Wichita to update the Douglas Avenue Corridor Transit Oriented Development Study as necessary changes and refinements are identified through the design and construction of specific improvements, ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from similar initiatives.

ADOPTED by the governing body of the City of Wichita, Kansas, this 7th day of February, 2012.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk
(SEAL)

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law

DOUGLAS AVENUE

Wichita, Kansas

Douglas Avenue Corridor Transit Oriented Development Study

February 2012

This document provides a visual and textual story of the design analysis, definition and discoveries that led to planning solutions and conclusions. It is intended for client use in presenting the project's vision to municipal officials for endorsement, to attract the interest of investors and to serve as the foundation for the next phases of the design process in which the plan will evolve.

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Acknowledgements

Special Thanks

The project team extends special thanks to the Wichita Downtown Development Corporation (WDDC) for providing communications services for the project (including publicity and hosting a project website) and for providing meeting space for the design charrette and subsequent design and project meetings.

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Wichita Chamber of Commerce

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Director, Wichita Transit

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EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

As one of the initial implementation efforts stemming from the completion of Project Downtown, the City of Wichita, WAMPO, and the Wichita Downtown Development Corporation completed conceptual design efforts for the Douglas Avenue corridor during the second half of 2011. The project leveraged the design concepts and recommendations of Project Downtown as well as the Downtown Wichita Streetscape Design Guidelines document and also drew from examples from other "postcard avenues" in other cities in the United States and abroad to create preliminary and final recommendations for the design of the Douglas corridor. The project team conducted a series of three public meetings, held numerous meetings with individual stakeholders and organizations in the community, and drew from online input to create preliminary design alternatives for consideration. The input of the public and stakeholders guided the evolution of the plan from preliminary alternatives to final recommendations. The final plan for Douglas provides a clear roadmap for the City and private and public sector partners to use going forward to complete specific transportation and streetscape improvements along this very important corridor to the City of Wichita.

The key elements of the recommended design for Douglas Avenue are as follows:

- In keeping with the recommendations of Project Downtown and the Downtown Streetscape Design Guidelines, and in line with the feedback from the public at open house sessions and online polling, Douglas Avenue should retain two travel lanes in each direction and include the installation of a planted, landscaped median down the middle of the corridor. This design will allow Douglas to continue to operate as a transit-oriented corridor in the heart of the city and provide good east-west connectivity for auto and transit traffic across Downtown Wichita.

- The installation of bus shelters and bus stops that provide good pedestrian accommodations and improved signage and wayfinding will also enhance the functionality of Douglas as a key transit corridor.

- The installation of the landscaped median will improve traffic safety and enhance the aesthetic appeal of the corridor.

- The City has invested considerable sums in streetscape improvements along Douglas in recent decades, and overall the current design of the Douglas streetscape is better than most of the other streets in the Downtown area. However, the recommended plan includes additional bulbouts, seating areas, public art, signage and wayfinding, and crosswalk improvements that will further enhance the Douglas corridor and provide for a an improved pedestrian environment. The plan specifically recommends streetscape styles and amenities that met with public approval during the planning process.

- While Douglas will retain two travel lanes in each direction, the plan specifically recommends that the City move forward to convert the designs of the north-south streets intersecting Douglas to provide for a more friendly pedestrian environment. Many of the north-south streets can be converted to two-way traffic and narrowed in order to provide more room for street parking and ample room for outdoor dining and retail activity.

- The Douglas plan also recommends that the City move forward with improvements to 1st and 2nd Streets in order to provide safe and appealing bike connections along these streets running east-west through the Downtown area. While the final design of Douglas will not include specific bike lanes, these parallel streets should be improved to provide for bicycle traffic in the central portion of the city.

- The Douglas plan suggests that the City continue to work on the design of several plazas adjacent to Douglas, such as Naftzger Park, Kennedy Plaza, and the Garvey Center.

- The Douglas plan calls for the exploration of sustainable design solutions for the corridor, including the use of porous pavement and rain gardens.

- The Douglas plan calls for the City to leverage federal funding as well as partnerships with private sector developers to help finance streetscape and

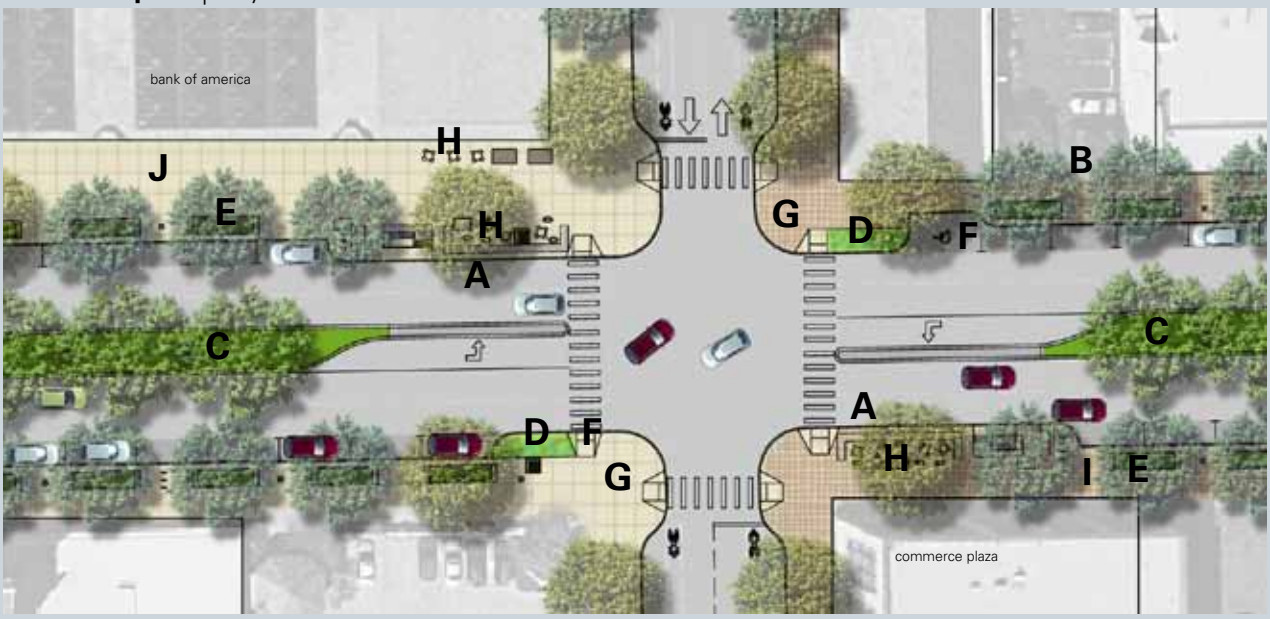
transportation improvements along the corridor. The City should also work with stakeholders in the Downtown area to explore options to provide for sufficient levels of maintenance along Douglas. Experience from Wichita and other cities indicates that insufficient maintenance often leads to the failure of streetscape improvements and their eventual removal.

- The City should phase or prioritize improvements along Douglas based upon the locations and the progression of private sector development along the corridor. Installation of streetscape and transportation improvements should align with adjacent private sector redevelopment efforts, in order to reduce delays resulting from construction and to better integrate the new streetscape amenities with surrounding development efforts.

The City staff will use the Douglas Avenue plan as a roadmap over the next several years to guide the funding and execution of specific capital improvement projects. This plan will also help serve as a marketing tool that should help the WDDC and its partners in the community attract additional investment in the Downtown area.

Participants at the July 27th public meeting

n. topeka | bicycle balanced street



DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES

4 Defined Districts

- Delano District
- River Center District - (McLean to Main)
- Arena Neighborhood District - (Main to Topeka)
- Old Town District

Sidewalk surface | Delano to Old Town - preferred surface is concrete with artistic scoring patterns. Old Town - preferred surface is brick pavers.

Crosswalks: All four districts - crosswalks should be brick pavers.

Bulbouts: Bulb outs are recommended for the entire study area. Delano and River Center bulbouts should be brick or concrete pavers. Arena Neighborhood District bulbouts should be plain concrete with artistic scoring patterns. Old Town (RR tracks to Washington) bulbouts should be brick or concrete pavers.

A	q-line bus stop
B	close existing curb cut
C	planted median (typical)
D	corner plantings (typical)
E	tree pit (typical)
F	enhanced ADA access - ramps/parking (typical)
G	bulb out (typical)
H	seating/dining area
I	brick paving
J	concrete with artistic scoring

Typical Plan Diagram

Design perspective looking Westbound on Douglas Ave at Water Street.

2

PROJECT BACKGROUND GOALS & PROCESS

PROJECT BACKGROUND GOALS & PROCESS

Goals And Vision For The Project

Goals

Building upon the completion and adoption of Project Downtown: The Master Plan for Wichita as well as a number of related plans and studies for the downtown area, the City of Wichita, in coordination with the Wichita Metropolitan Transportation Organization (WAMPO) and the Wichita Downtown Development Corporation (WDDC), launched specific planning and design for the future of Douglas Avenue in Downtown in Summer 2011.

Project Downtown identified the Douglas Avenue corridor as Wichita's "postcard avenue" that helped spark redevelopment and revitalization efforts in Old Town and other parts of Downtown over the last few decades. The corridor is now primed for a new round of reinvestment and activity that will help bring the remaining empty and underutilized areas along Douglas Avenue to life. The overall goal of this project is to create detailed design and implementation strategies for Douglas on a block-by-block basis that will guide ongoing improvements along the corridor over the next few decades.

The design of Douglas aims to make the street a vibrant and distinctive walking corridor that supports surrounding land uses and helps tie different parts of Downtown together. It also aims to enhance transit facilities and services along Douglas and make the corridor the city's premier transit street. The project identifies urban design and land use strategies that will help energize the surrounding land uses and transit-oriented development along the Douglas corridor as well as phasing, financing, maintenance, and operations strategies the City and the private sector should pursue to ensure that the revitalization of Douglas continues over the next several decades.

Vision

Every successful downtown has a street that represents the most desirable location for businesses and residences and also contributes greatly to the region's identity in the national and international marketplace. The overarching vision is to return Douglas Avenue to its historic place as the multi-modal, walkable, and vibrant signature street of Wichita. This project will create a regional and national example of how to apply complete streets thinking to the re-establishment of a signature street.

In addition, the overall vision for the project includes the following:

- Because the Douglas Avenue Corridor Transit Oriented Development Study represents one of the first implementation initiatives of Project Downtown, a desired outcome of this project is to provide momentum and advance the overall action strategies and the implementation of the Downtown plan.
- The project aims to help foster higher-density, transit oriented development along the corridor, in accordance with the recommendations of Project Downtown.
- The project will help better integrate the riverfront area with Downtown by improving linkages between Douglas Avenue and the Arkansas River.

Douglas Avenue 1919

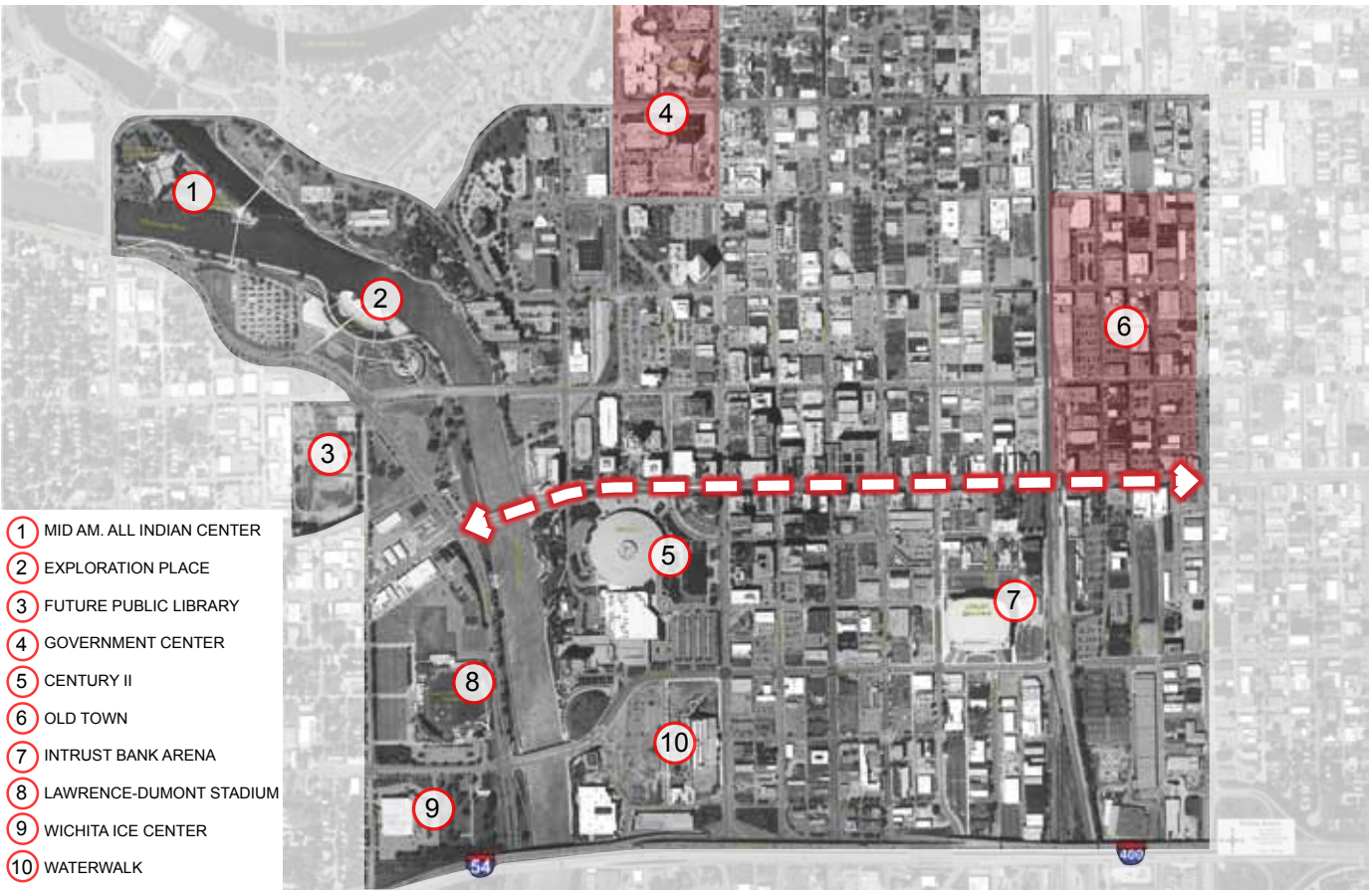
Douglas Avenue 1930

Neighborhood Context And Study Area

The Douglas Avenue Corridor TOD Study addresses short term and long term improvements to Douglas from McLean to Washington in the Downtown area, as well as adjoining properties along the corridor and intersections with cross-streets. In addition, the study addresses how this corridor ties with the adjoining Delano district to the west and the Douglas Design District, stretching from Washington on the west to Oliver on the east.

As illustrated in the context map below, Douglas Avenue is the main spine serving Downtown Wichita and provides connectivity between a number of unique sub-districts and neighborhoods in the downtown area.

Douglas provides connectivity from the popular Old Town district, including a variety of hotels, restaurants, entertainment venues, residences, and offices, to the rest of Downtown, Century II, and the riverfront. To the south, Douglas connects Old Town to the former Union Station property, the Commerce Street Arts District, and the Arena neighborhood around the new Intrust Bank Arena. Douglas helps to link developments along the river to the south, including WaterWalk, with the office core of Downtown and emerging areas of growth and revitalization to the west of Old Town, along 1st, 2nd, and 3rd Streets. While Douglas does not connect with I-135 or other area freeways, it provides important east-west connectivity across central Wichita and serves as the transit route for a multitude of bus lines that converge on the Wichita Transit Center on William Street in Downtown.



Neighborhood Context Map

Description Of Previous Planning Efforts

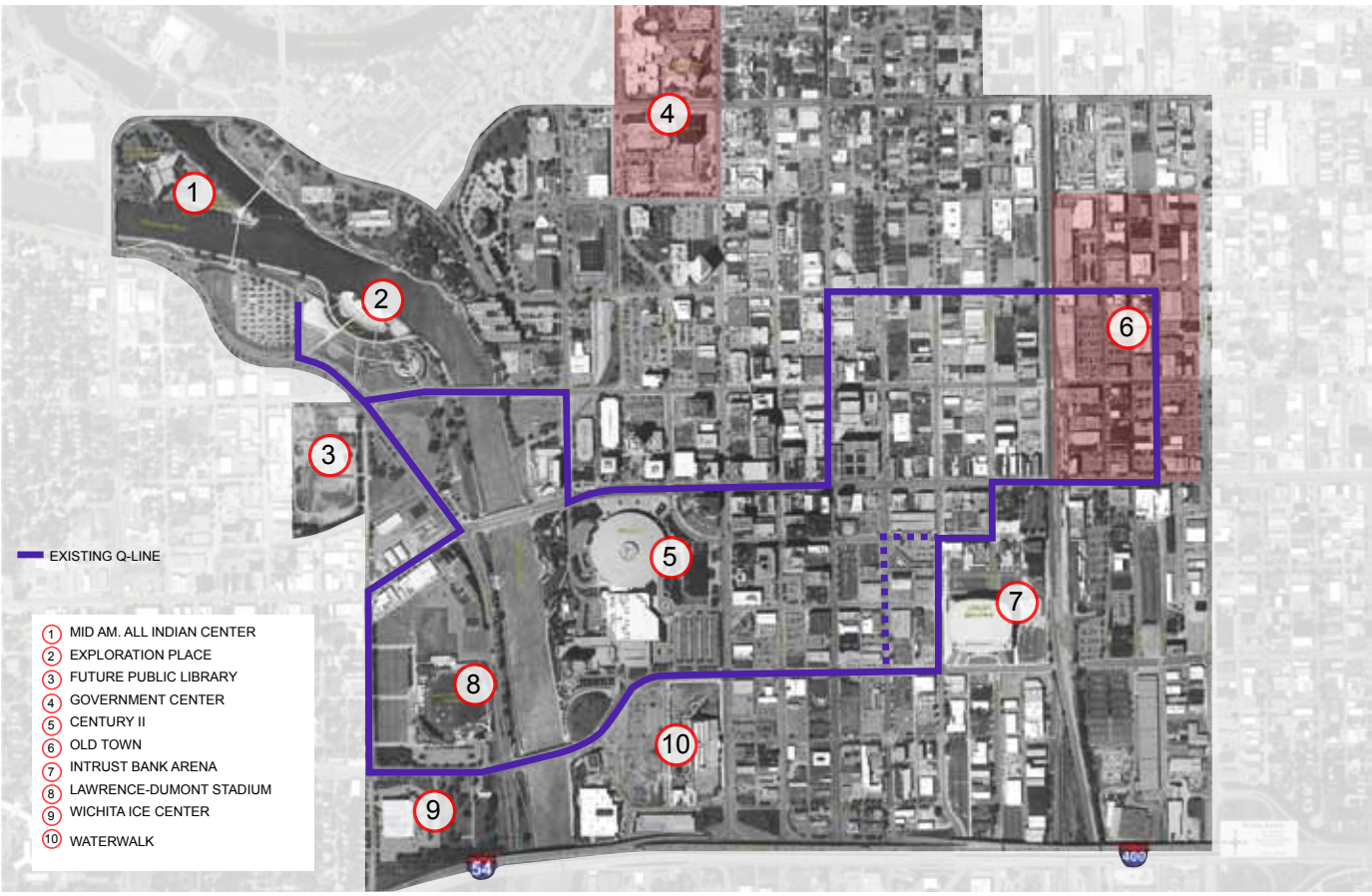
Project Downtown: The Master Plan for Wichita

Civic leaders and a wide range of stakeholders worked over a two-year period to create a new master plan for Downtown Wichita, culminating with adoption of the plan by the Wichita City Council in December 2010. The plan, named Project Downtown, outlines a vision for the various districts within Downtown over the next 20 years and provides an overall business plan for the implementation of the plan by district.

Project Downtown recommends that Downtown Wichita revitalize over the next several decades by developing a series of mixed-use, walkable, and multi-modal districts that draw from the existing assets of the Downtown area and the central location within the metropolitan area. The Downtown plan contains the following recommendations specifically related to the Douglas Avenue corridor.

- The Downtown plan identified Douglas Avenue as a “transit balanced street” that should continue to accommodate a variety of modes of travel, most notably a number of bus lines that serve the entire City of Wichita as well as the Q-Line Downtown Circulator illustrated in the context map below. While the Downtown plan did not provide detailed design concepts for Douglas Avenue, the plan provides renderings that depict Douglas maintaining two lanes of through traffic in each direction, plus a landscaped median in the middle of the street. The City has identified Douglas as the premiere transit street in the Downtown area.

- The Downtown plan recommended that Douglas evolve as a highly walkable street and a distinctive walking corridor that supports the surrounding land uses (retail, residential, office, and entertainment). The plan suggests that streetscape improvements such as improved street trees, enhanced furniture and fixtures, and enhanced signage and wayfinding, serve to enhance the level of pedestrian friendliness along Douglas. It also calls for crosswalk improvements necessary to make it easier to walk and cross the corridor.



Existing Q-Line Route

- For the connections between the Douglas Avenue Corridor and the Arkansas River, the Downtown Plan recommends improvements designed to frame the corridor with attractive buildings and animate the corridor 24 hours per day, 7 days per week with a range of activities. The Plan calls for the fostering of "continuous walkability" by integrating appropriate development and infrastructure. It suggests developing new mixed-use development on vacant sites along Douglas to help energize the connections across the river, modifying the Century II complex to encourage walking along Douglas and along the river, and designing the new Central Library to connect the river and the Delano district with active, inviting walks and streets. It also suggests mixing new housing with other uses in order to bring life to the riverfront area, increasing retail along Douglas and supplementing retail with other ground-floor uses, and focusing transit services along the corridor to allow easy access and interchange with other destinations in the central Wichita area.

- For the portion of the Douglas corridor in Old Town and the core office area of Downtown, the Downtown Master Plan calls for new investment in a wide variety of housing, office, retail, hotel, and other uses that benefit from walkable access and the proximity to Downtown's many amenities. It suggests complementing existing public art and street trees with interpretive signage, more plantings, and crosswalk improvements. The Plan suggests mixing housing with other uses, increasing retail along Douglas, and focusing transit services along the corridor.

- The Downtown Plan suggests expanding and enhancing the Q-Line circulator bus service from the one existing line to a series of four lines over time, with alignment of these routes focused on Main Street and Douglas Avenue.

- The Plan suggests synchronizing traffic signals along the Douglas corridor in order to improve traffic flow and reduce congestion.

- The Downtown Plan calls for the city and private sector interests to consider the former Union Station property as a potential location for a multi-modal transit hub in the future. The north-south Burlington Northern Santa Fe (BNSF) rail viaduct that passes just to the west of Union Station represents a potential alignment for an expansion of Amtrak service from Newton, Kansas through Wichita, connecting eventually to Oklahoma City and points to the south. Union Station's location adjacent to the rail line means that the facility could regain its status as a key transportation facility serving the city and the region.

- The Downtown Plan calls for the continued creation of gateways to Downtown, including at either end of Douglas, that have a full level of activity. This suggests that the Douglas and Washington intersection, including adjacent areas of Old Town, as well as the connections between Douglas and the river and Douglas and the nearby Delano district, represent key locations for further redevelopment and improvements in the downtown area.

- The Plan calls for the City and private sector partners to work to energize and improve the parks and plazas located along Douglas, including Finlay Ross Park, the Chester I. Lewis Reflection Square Park, Naftzger Park, and other plazas around Union Station, the Garvey Center, and the area in front of Century II.

- The Plan suggests the creation of a multi-use path (for bicyclists and walking) along the Santa Fe rail viaduct in order to connect the Old Town district with the Commerce Street Arts District to the south.

- The Plan suggests that other streets in Downtown, besides Douglas, serve as the main roadways featuring bike lanes and bike accommodations in the central part of the city. Specifically, the Downtown Plan recommends that dedicated bicycle lanes be constructed on an east-west corridor (the First and Second Street couplet) and a north-south corridor (the Market and Topeka Avenue couplet) through Downtown. In addition, the Plan recommends the installation of "share the road" bicycle markings and signage on Waterman.

Downtown Wichita Streetscape Design Guidelines (May 2010)

The Downtown Streetscape Guidelines booklet, completed in May 2010, provides a wide range of recommendations concerning the design for the full range of streets within the downtown area. Because Project Downtown classifies Douglas Avenue as a "Transit Balanced Street", the guidelines provide the following specific recommendations:

- Maintaining four travel lanes, with the potential to create a landscaped median down the middle of Douglas
- Consideration of Douglas as a potential location for dedicated transit lanes in the future
- Maintaining relatively wide travel lane widths along Douglas in order to sufficiently accommodate the passage of transit vehicles
- Douglas should maintain parallel parking spaces, as opposed to angled parking spaces, in order to reduce the potential conflicts between transit vehicles and vehicles accessing parking spaces along the street

The Downtown Streetscape Guidelines also provided a menu of recommended street furnishings (including bike racks, seating, trash receptacles, news stands, and lighting) for potential inclusion in ongoing design and planning efforts for downtown streets. The document also provided guidance concerning the materials for paving along the sidewalks and street surfaces along Douglas Avenue.

The Douglas Avenue Corridor Transit Oriented Development Study drew from the range of recommendations for streetscape elements and transportation design in the creation of potential alternative designs for Douglas Avenue as well as the preferred and final design for the corridor. While the design team drew from further research and input throughout the project, it continued to reference the recommendations and suggestions of the Downtown Streetscape Guidelines in creating preliminary and final recommendations outlined in this document.

Description Of Public Meetings And Outreach

The importance of Douglas Avenue and Downtown Wichita to the greater City and metropolitan area, the involvement of various stakeholder groups including both residents and businesses, and the need to maintain a shared sense of planning for the Douglas corridor heightened the need to execute a comprehensive, transparent, and well-conceived public outreach effort. The design team worked during the planning process to reach a broad range of participants and to create consensus for the recommended design for Douglas that will help the Downtown community and the City move forward with implementation and construction over time. During the project, members of the design team and City staff met with community organizations, elected officials, representatives from the Wichita Downtown Development Corporation, property and business owners, residents along Douglas, and the general public to advance the recommended design for Douglas Avenue.

In addition to the public meetings and work sessions outlined below, the design team and City staff worked with local media outlets (including newspaper, radio, television, and the City's local access cable channel) to publicize the Douglas planning and design effort. The City and the WDDC worked to send out fliers and email communication publicizing community meetings, surveys, and the preliminary and final design concepts for the corridor. The WDDC hosted a website for the project that contained current information concerning the project and also provided information concerning the project via Facebook and Twitter links.

Community Design Charrette and Public Open House – July 28, 2011

The design team met with the Steering Committee for the project, property owners, and business owners from along the Douglas corridor during a one day design charrette in Wichita in late July 2011. During the sessions the design team reviewed a series of eight concepts or options for Douglas in terms of the key transportation drivers (addressing numbers of lanes, sidewalk widths, and accommodations for bicyclists, transit, and pedestrians). Based upon discussions with the Steering Committee and property owners, the design team advanced a more detailed design for three of the options (as outlined in subsequent sections of this document) for presentation at a public open house held that evening.

During the public open house, the design team solicited input from the public concerning various elements of the streetscape and transportation design for the Douglas corridor and reviewed all eight transportation options for Douglas, including the three plans advanced during the charrette. During the session the public provided specific input to the design team through a series of keypad polling questions. The results of this polling session as well as subsequent input provided in an online version of the survey helped the design team narrow down the number of alternatives for the design of Douglas and helped the team refine ongoing design strategies for the corridor.

Second Public Open House – August 31, 2011

At this meeting, the design team and City staff presented the preferred design for the Douglas corridor to the public through a series of presentation boards and again solicited direct input from the audience through a series of keypad polling questions. Feedback provided at this session and in an online version of the keypad polling questions helped the design team refine the preferred design for Douglas in preparation for the final public open house for the project.

Third Public Open House – October 27, 2011

At a final public open house in late October, the design team presented the final design for Douglas Avenue as well as a series of boards and illustrations depicting the recommended phasing and implementation strategies for the project. The design team and City staff focused a series of keypad polling questions on issues pertaining to implementation for the Douglas project. Questions focused on potential funding, phasing, maintenance, and ongoing operations issues pertaining to the Douglas Avenue project. This feedback helped the design team refine its recommendations for the implementation of the Douglas plan as it finalized the study.

3

EXISTING CONDITIONS

EXISTING CONDITIONS

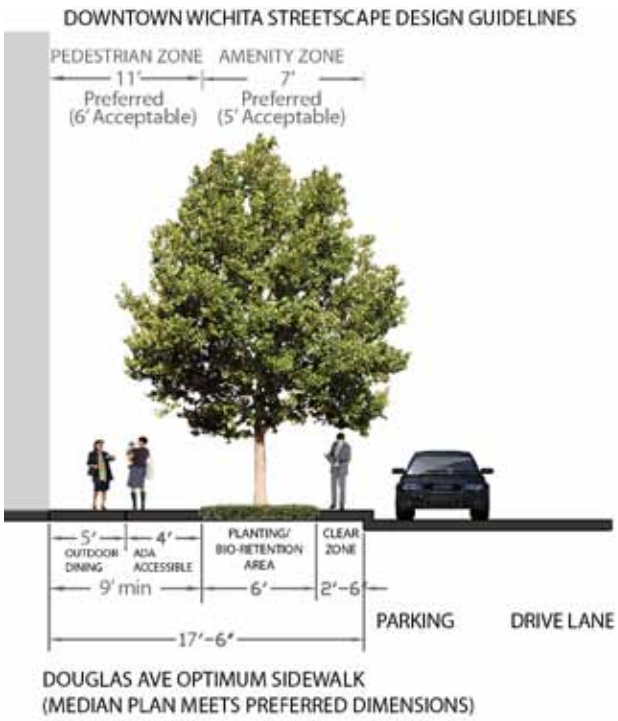
Current Street Conditions

The City of Wichita has resurfaced and improved the pavement along Douglas Avenue in various segments over the years, and the pavement conditions along the corridor are generally good in nature.

Current Sidewalk Conditions

As outlined in the following diagram, the design for sidewalks should ideally encompass a total of 17.6 feet, including 5 feet for outdoor dining and/or outdoor retail, 4 feet to accommodate people walking down the street, six feet for planting areas including trees, and a 2-foot, 6-inch clear zone next to the street to accommodate people opening car doors and getting into and out of vehicles. The six foot zone for trees can also be used for outdoor dining (in the areas between the trees).

The design team inventoried the sidewalks along the Douglas corridor, and as outlined in the following diagram, several portions of the corridor have less than ideal sidewalks in terms of width, to support active ground floor uses including retail, outdoor dining, and sufficient walkability.



The areas adjacent to Old Town and along the blocks to the west of the Santa Fe rail viaduct have narrower sidewalks that do not adequately support active ground floor uses and higher levels of activity along the street. The sidewalks along Douglas tend to be wider toward the western end of the study area, where the City has completed streetscape projects over the last 20 years.

NOTE TO SCALE | DIAGRAM ONLY

xx' EXISTING APPROX. SIDEWALK WIDTH (Indicates widest portion). Does not include private plaza space)

xx' EXISTING APPROX. SIDEWALK WIDTH (Indicates narrowest portion).

OPTIMAL SIDEWALK WIDTH = 17.5'

Existing Sidewalk Width Diagram

The design team, during its site reconnaissance, photographed every segment of the Douglas corridor, and found the pavement quality of the sidewalks along Douglas to be sufficient. Several of the sidewalk segments in the Old Town area include brick pavers and therefore tend to require higher levels of maintenance.

Current Parking Conditions

Douglas Avenue currently features primarily parallel parking along both sides of the street along the corridor, but the provision of parking is not uniform from block to block. The diagram below articulates the number of parking spots by block between the Arkansas River and Washington Avenue. Parallel parking is particularly prevalent in the office core area of Downtown, from Main Street to Topeka, but is less prevalent in the blocks in the Old Town area. The block located just to the east of the Santa Fe rail viaduct does not contain any on-street parallel parking. In addition, the south side of Douglas within the Eaton block currently features angled parking. This is the only segment of Douglas within the study area that currently includes angled parking.

In addition to parallel, on-street parking, a number of surface lots and structured parking garages provide parking near the Douglas corridor. The diagram that follows illustrates the locations of parking facilities within a few blocks of Douglas within the downtown area.

NOT TO SCALE | DIAGRAM ONLY

(X) APPROXIMATE EXISTING PARKING PER BLOCK (Stall length = 20 - 23.5 feet)
(X) PARKING WITH MEDIAN OPTION PER BLOCK (Stall length = 24 feet)
Existing Total = 165
Proposed Total = 150

Existing On-Street Parking Diagram

Parking Garage (Covered)
Parking Lot (Uncovered)
Hike and Bike Path
Park
Corridor
Private Parking (reserved for business or paid parking)
Public Parking
On-Street Parking
XX Number of Spaces

0 205 410 820 1,230 1,640

Existing Parking Diagram

Traffic Counts / Traffic Volume Information

Data from the City of Wichita and the design team indicates that Douglas carries, on average, between 12,000 and 15,000 vehicles per day between McLean and Washington. While this traffic count exceeds that of many other Downtown streets, it reflects a traffic level well below that of similar "signature streets" in the downtown areas of other cities. The main streets for other downtowns often carry many times the traffic levels that currently exist along Douglas. The current traffic volume along Douglas could easily be accommodated by one travel lane in each direction plus a center turn lane. However, having only one travel lane in each directoin would create problems

Intersection Number	EB	WB	NB	SB	YEAR	EAST	WEST	NORTH	SOUTH
240	Douglas	Douglas	McLean	McLean	2010	14,092	9,920	10,167	10,778
245	Douglas	Douglas	Waco	Waco	2010	13,366	14,092	5,991	0
255	Douglas	Douglas	Water	Water	2010	13,447	13,366	1,912	1,691
260	Douglas	Douglas	Main	Main	2010	12,892	13,447	8,237	9,705
265	Douglas	Douglas	Market	Market	2010	12,888	12,892	6,531	6,729
270	Douglas	Douglas	Broadway	Broadway	2010	12,919	12,888	13,477	12,806
275	Douglas	Douglas	Topeka	Topeka	2010	12,914	12,919	4,164	4,615
280	Douglas	Douglas	Emporia	Emporia	2010	14,026	12,914	3,537	3,471
285	Douglas	Douglas	St Francis	St Francis	2010	15,147	14,026	2,114	1,074

Existing Traffic Counts

for the efficient operation of buses along the corridor. A traffic analysis completed by the project team also indicated that operating Douglas with only one travel lane in each direction would result in traffic backing up from intersection to intersection.

Transit – Existing Conditions

Douglas Avenue represents one of the main transit streets in the existing Wichita Transit system. City-wide, Wichita Transit operates 17 bus routes as well as the downtown trolley service, the Q-Line. All bus routes begin or end at the Transit Center located at 224 South Topeka, located one block south of Douglas Avenue on William Street. Bus routes generally operate between 6AM and 7PM on weekdays and from 7AM to 6PM on Saturdays. The existing bus routes currently service the downtown area on half hour headways (the buses stop once every 30 minutes) during peak times on weekdays, and on hourly headways during the middle of the day and on Saturdays. The following routes currently operate directly along the Douglas Avenue corridor:

North Waco

This route travels along Douglas Avenue between Waco Avenue and Topeka Avenue and serves the area north of the transit center and south of I-235. Major stops include the post office on 2nd Street, the Coleman plant and Pratt Industries. Two buses operate from 6AM to 9AM and 3PM to 7PM during the week and one bus operates from 9AM to 3PM and on Saturdays.

College Hill

This route serves the eastern portion of the Douglas Avenue study corridor, between Topeka and Washington Avenue. The bus then continues east along Douglas Avenue as far as Webb Road with a detour via Edgemor and Kellogg Drive to the V.A. Hospital and the Towne East Mall. Two buses operate from 6AM to 9AM and 3PM to 7PM during the week and one bus operates from 9AM to 3PM and on Saturdays.

West Central

This route generally serves the area directly west of the transit center. Major stops include the Sedgwick County Health Department, the Independent Living Resource Center and Exploration Place. The West Central route travels along the Douglas Avenue study corridor only in the westbound direction between Emporia Avenue and Waco Street. Two buses operate from 6AM to 9AM and 3PM to 7PM during the week and one bus operates from 9AM to 3PM and on Saturdays.

The East 13th bus also operates on Douglas from Emporia to Washington outbound and from Washington to St. Francis inbound.

Q-Line Trolley

The Q-Line is a free downtown trolley shuttle service designed to connect downtown visitors and residents to shopping, restaurants, hotels, the Intrust Bank Arena, Century II and the Lawrence Dumont Stadium during the evening hours. There are nine designated stops; however, passengers are able to flag the trolley at any intersection along the route. The Q-Line operates two routes: “A” which travels counterclockwise Monday through Saturday and “B” which travels clockwise on Friday, Saturday and event nights. The Q-Line operates on half-hourly headways from 6:00 PM to 10:00 PM Monday through Thursday, from 6:00 PM to midnight on Fridays and from Noon to midnight on Saturdays.

Q-Line Trolley

Q-Line Route

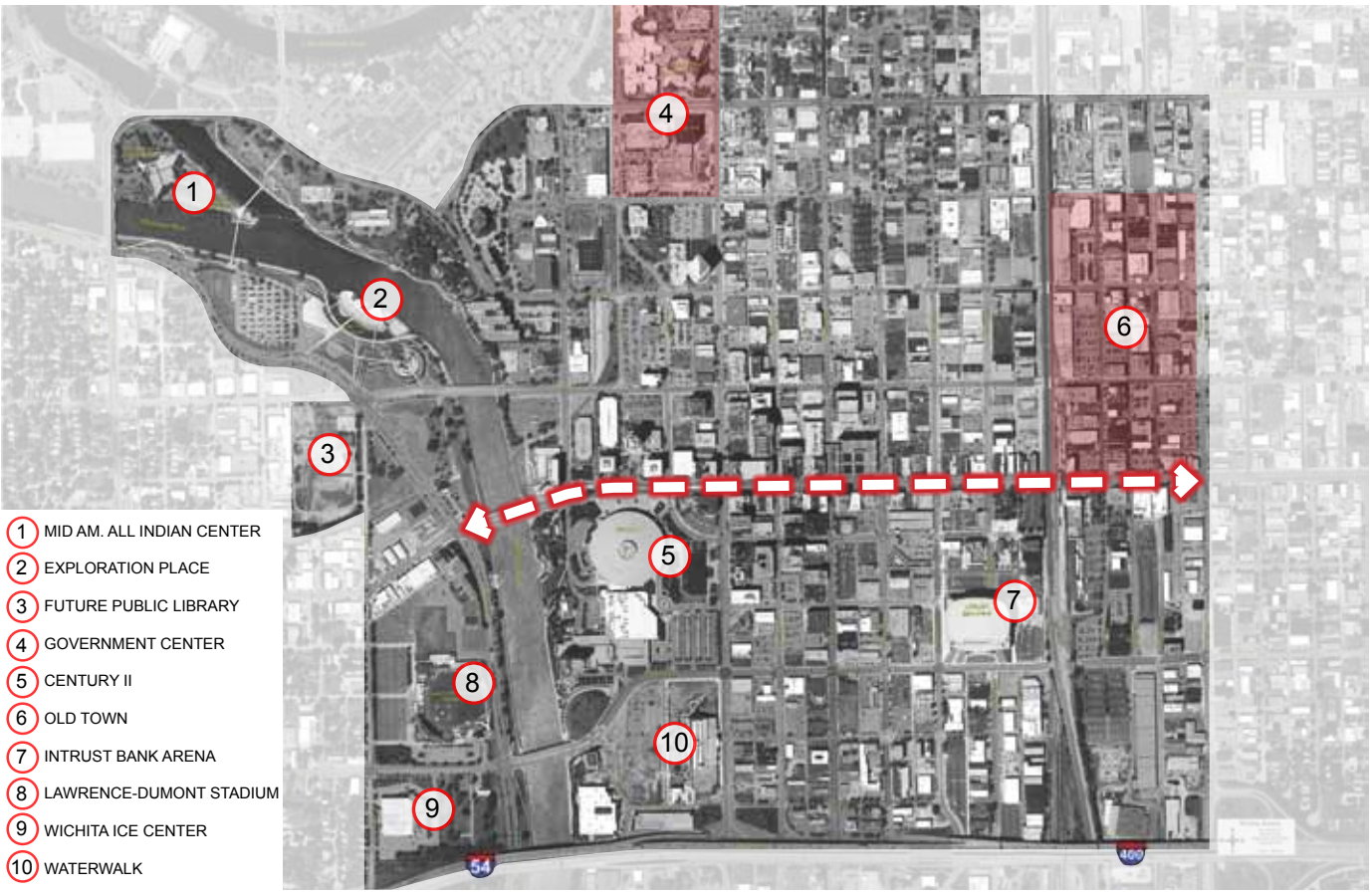
The following table provides an outline of the total number of buses serving the Douglas corridor by block each day. The highest concentration of bus traffic exists in the areas around the downtown office core, between Water and Topeka, where a total of 86 buses pass along Douglas on a typical day. The number of bus movements is least pronounced in the Old Town area. Only 60 buses pass along Douglas daily between St Francis and Washington.

Existing Bus Movements on Douglas Avenue
Busiest Day of the Week (Friday)

		Peak Hour Buses			
Block Between	**And**	**Eastbound**	**Westbound**	**Total**	**Total Daily Buses**
	Water	2	4	6	68
Water	Main	2	4	6	86
Main	Market	2	4	6	86
Market	Broadway	2	4	6	86
Broadway	Topeka	2	6	8	86
Topeka	Emporia	2	6	8	81
Emporia	St. Francis	2	2	4	73
St. Francis	Santa Fe	2	2	4	60
Santa Fe	Mosley	2	2	4	60
Mosley	Washington	2	2	4	60

Existing Community Amenities And Resources

The Douglas Corridor helps to connect a wide range of community amenities and destinations in the downtown area. Douglas represents the main east-west connector across Downtown, and directly links the thriving Old Town district with the emerging and revitalizing Delano district. Douglas helps to connect the key community destinations of Century II, the Intrust Bank Arena, the proposed new library site west of the river, and a variety of museums along the river. It also helps to indirectly connect the rest of the city to the Waterwalk area, the Government Center on North Main, and the Lawrence Dumont Stadium.



Existing Amenities

Existing Land Uses And Zoning

While the Downtown master plan calls for the development of a mixture of land uses over time throughout the downtown area, the existing land uses along and near the Douglas corridor, as reflected in the diagram below, continue to reflect the historic uses of buildings and parcels within the downtown area over the last several decades. Much of the land in the western portion of the study area includes office land uses, including several multi-story towers in the office core that house banks, professional offices, and related space. The area in the vicinity of Old Town and stretching a few blocks to the west includes primarily retail space, including a variety of restaurants, small shops, and entertainment venues. The Union Station properties just to the south of Douglas and east of the Santa Fe rail tracks is currently shown as office, given that the complex was until recently used as a regional headquarters for Cox Communications. The industrial land use west of Washington and south of Douglas depicts the headquarters and printing presses for the Wichita Eagle newspaper. A variety of parcels colored in pink reflect “visitor destination areas”, including the Century II center, the Intrust Bank Arena, and the museum spaces along the river.

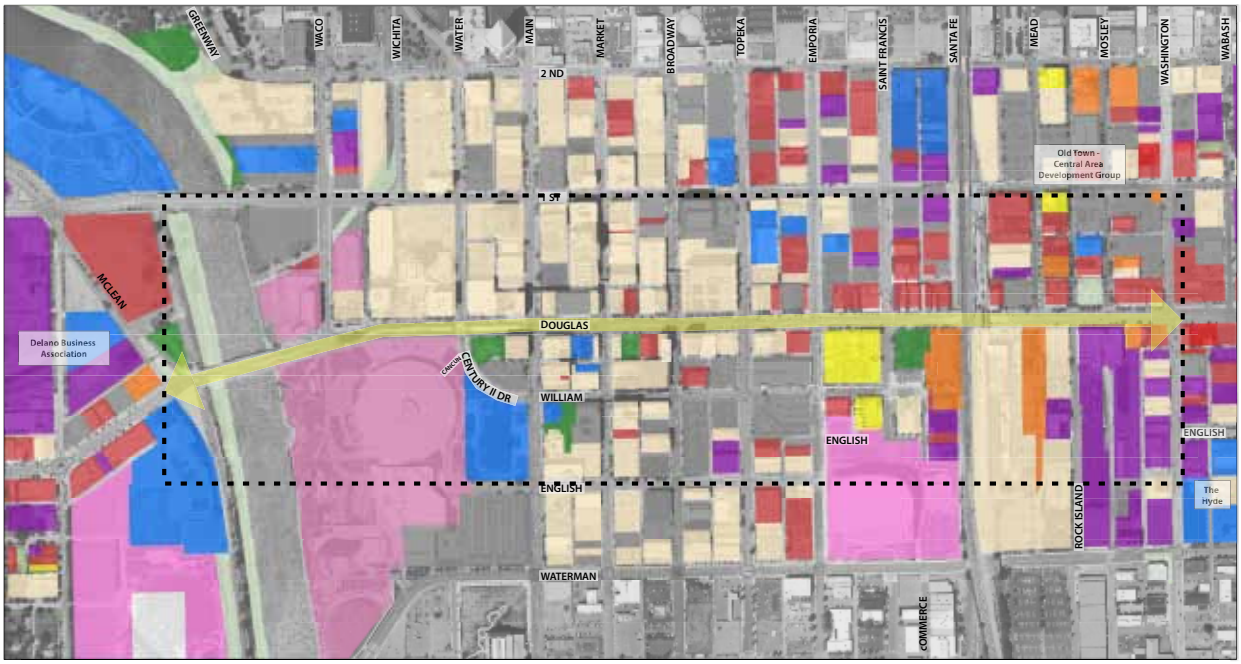
Project Downtown identifies mixed-use development as the likely future land use along the corridor, and the Central Business District zoning (depicted in blue) allows for a mixture of uses in the Downtown area. The Old Town area is currently zoned limited industrial. However, zoning overlays designed for Old Town and for the Delano district provide additional guidance for land uses and design within these districts.

Existing land uses - Union Station

Existing land uses - Century II

Existing land uses - Wichita Eagle

Existing land uses - Douglas and Eaton



Park / Open Space
Residential
Visitor Destination / Arena
Restaurant / Bar
Office
Corridor
Industrial / Commercial / Warehouse
Institutional / Community
Retail
Parking Lot / Transportation / Utilities

Existing Land Use

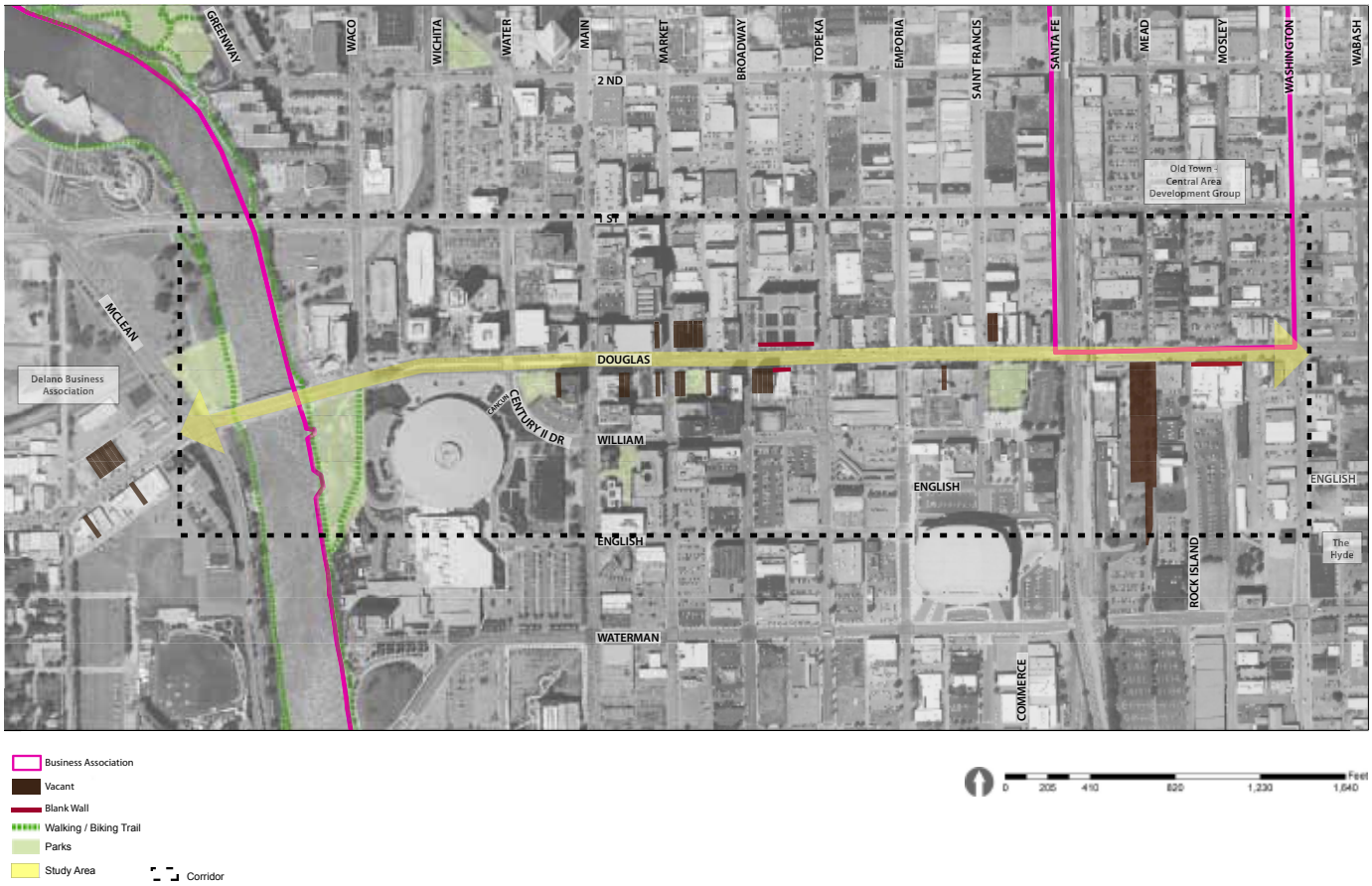
Zoning
CBD: Central Business District
GC: General Commercial
LI: Limited Commercial
LI: Limited Industrial
Corridor
MF-18: Multi Family
SF-5: Single Family
TF-3: Two Family

Existing Zoning

Existing Economic Conditions

The downtown area, including the Douglas corridor, experienced increased vacancies during the 1980s, 1990s, and early 2000s as retailers began leaving the district for suburban locations. Over the last 15 years, vacancies became more pronounced as several higher profile office tenants, such as Commerce Bank and the Siefkin law firm, made high profile moves from Downtown Wichita to suburban office locations.

Over the last several years the economic position of Downtown has slowly improved as the revitalization of the Old Town area has begun to spread to the rest of the Douglas corridor. However, as illustrated in the following diagram, the Douglas corridor continues to exhibit significant areas of vacancy. In addition, the existence of "blank walls" for adjoining land uses in several locations along Douglas discourage street activity and vibrancy and detract from the overall revitalization of the downtown area.



Existing Vacancies & Blank Walls

Existing Public Art

As a result of a series of streetscape improvement projects completed along Douglas over the last couple of decades, the corridor already features a number of prominent public art amenities. A series of trellis structures within the office core area of Douglas have represented key public art pieces. A number of sculptures of people exist along Douglas.

Existing Signage And Wayfinding

The Douglas corridor, along with the rest of the Downtown area, currently includes standard signage and wayfinding fixtures that direct motorists to some of the key districts and destinations in the Downtown area, such as the Intrust Bank Arena, the State Office Building, and the Government Center. However, while these signs provide relatively clear guidance to vehicular motorists, the corridor currently lacks sufficient signage and wayfinding for pedestrians and bicyclists. In addition, the public noted in keypad polling and input during initial meetings for this project that sufficient signage and wayfinding does not exist to guide transit users seeking to use the Q-Line or other downtown bus routes. The Douglas corridor would benefit from the development of a signage and wayfinding program that better guides pedestrians and bicyclists and provides more attractive and usable signs for transit.

Existing Environmental Conditions

As outlined in the Metrics section of the text, the design team examined the existing environmental conditions along the Douglas corridor in terms of a series of key metrics that designers use to evaluate and plan for the quality of streetscapes in urban areas. Based upon site visits and analysis, the design team concluded the following regarding the existing environmental conditions along the Douglas Avenue corridor:

- Many of the street trees are spaced too close together and are growing in tree openings that are too small. The existing street trees along Douglas are generally spaced every 20 feet along each side of the street, and the existing street trees generally are growing within a 4 foot long by 4 foot wide tree pit area. In contrast, research has shown that street trees better serve the creation of

Existing Public Art

vibrant pedestrian streets when spaced 36 to 40 feet apart along a street. Ideally, street trees grow in tree pits that include at least 1,000 cubic feet of soil volume and 100 square feet of tree opening.

- The existing condition along Douglas has led to the premature death of numerous street trees and the stunting of tree growth. Changing the design of the streetscape for trees would allow the trees to reach their maximum potential in terms of height and breadth and therefore produce more shade and comfort for the public. The corridor in general lacks design features that contribute to sustainability, including green infrastructure techniques such as rain gardens. The street features conventional pavement, for example, as opposed to surfaces such as porous pavement that would reduce surface temperature and accommodate stormwater runoff. Rain gardens would help to reduce stormwater runoff along Douglas while at the same time enhancing the aesthetic appeal of the streetscape.

- A “bioblitz” of the corridor (an examination of the existing wildlife along the corridor) reveals that Douglas Avenue is home to very little in the way of birds and other urban wildlife. The lack of diversity and presence of birds and butterflies diminishes the overall environmental quality of the corridor. The use of native plant material and the provision of healthier growing conditions for trees and ground cover along the corridor, including the installation of larger planted areas, would help to provide a healthier habitat for urban wildlife and in turn would create a more interesting streetscape.

- The Douglas Avenue corridor reports noise levels along the corridor that exceed standards for outdoor dining and conversation. The presence of excess noise along Douglas inhibits the quality of the streetscape experience for visitors and business owners along the corridor and discourages outdoor dining.

- Given the heat of a typical Kansas summer, planning to minimize the urban heat island effect (resulting from excess pavement and limited shade) is important to the Douglas corridor. The corridor lacks sufficient shade to help encourage outdoor dining and shopping. Increasing the tree canopy, utilizing paving materials that limit the reflectivity of light and heat, and increasing the planted area would help to reduce the urban heat island effect and create a more desirable pedestrian experience along Douglas.

All of these environmental considerations helped guide the design team and the City as it considered various designs for the Douglas Avenue corridor.

Existing Recreation / Open Space Resources And Connections

The Douglas corridor connects a number of notable open space amenities within the Downtown area, including Naftzger Park near Union Station, Reflection Square, the plazas in front of the Garvey Center and in front of Century II, Finlay Ross Park, and the open space connections along the Arkansas River. While the corridor does not feature any larger scale parks or open space areas, these smaller plazas provide spaces of respite for people who live, shop, or work in the downtown area. These existing plaza and park areas along Douglas generally lack sufficient tree canopy to support a robust pedestrian environment and do not have adequate seating. Some of the plazas orient above or below grade compared to Douglas Avenue, and research has shown that plaza areas located below grade create challenging environments for pedestrian activity.

Existing Aesthetic Conditions

Although the Douglas corridor, according to the design team’s initial analyses, would benefit from a range of public improvements, the execution of a series of streetscape improvements over the last few decades has improved the aesthetic quality of Douglas. The corridor has benefited from significant attention and investment from city leaders and reflects higher levels of aesthetic quality compared to a number of other downtown side streets that lack street trees, improved lighting, and a host of streetscape amenities.

In keypad polling questions and online survey results, the majority of the public generally indicated that the aesthetic quality of Douglas was either good, very good, or neutral.

4

OVERARCHING METRICS AND GOALS

OVERARCHING METRICS AND GOALS

The design team used metrics as a discovery-oriented tool to help the city of Wichita and downtown leaders form a collective point of view about the goals and aspirations for the Douglas Avenue plan and to measure success in meeting goals over time. Grounded in four planning frameworks associated with sustainable design – Economics, Community, Art or Aesthetics, and Environment – the creation of distinct, measureable metrics helped the design team create more robust solutions and helped the downtown community consider design and planning issues from different contexts.

The formation of goals and metrics by the design team helped to guide planning for Douglas Avenue. Over time, the City of Wichita and downtown leaders can monitor the success of the Douglas plan in meeting the metrics and goals established as part of this planning process.

Metrics Process

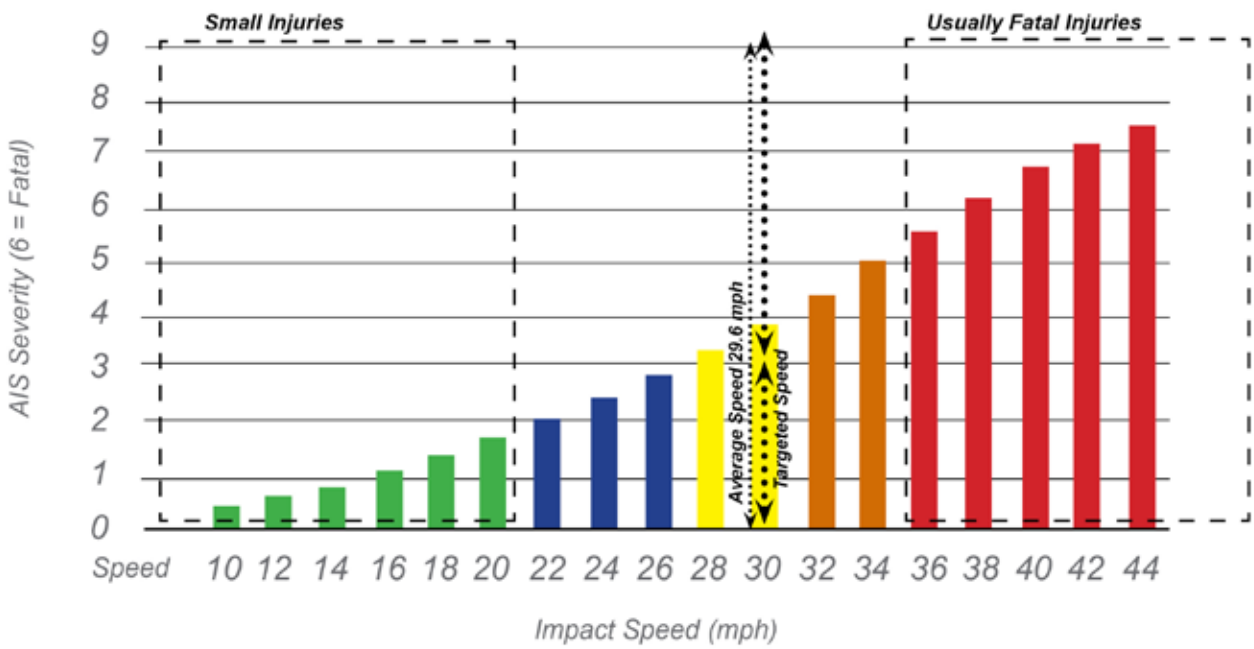
The establishment of goals and metrics is an iterative process that continues throughout each stage of a project. At the outset of the project, the design team identified key overarching goals for the project in each of the four planning frameworks.

The following outlines metrics for the planning frameworks of Economics, Community, Art or Aesthetics, and Environment.

Vehicle Speed

Numerous studies have documented the relationship between higher average vehicular speeds along arterial streets and the number of pedestrian injuries along a given stretch of road. In general, pedestrian versus vehicle accidents involving vehicles traveling at greater than 35 miles per hour usually result in fatal injuries to pedestrians. The posted speed limit along Douglas is 30 mph, and the observed speed along the corridor is 29.6 miles per hour. This data indicates that vehicular speed generally does not represent a major issue in terms of safety along the Douglas Avenue corridor. Although many cities globally are working to reduce traffic speeds to 20 miles per hour, the observed speed along Douglas is generally compatible with a healthy pedestrian environment. Ideally, the observed speed along the corridor would register around 25 miles per hour, as this would create a safer pedestrian environment and reduce street noise.

Vehicle Impact Speed vs. Pedestrian Injury on Douglas Avenue

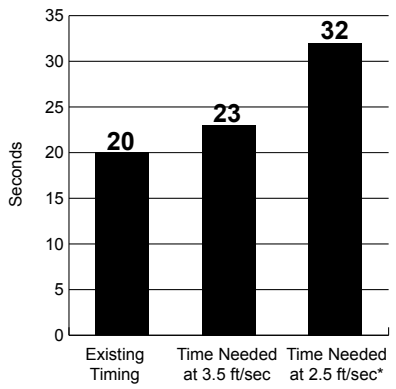


Crossing Distance

Crosswalk signals currently allow 20 seconds for pedestrians crossing Douglas Avenue. Based upon LEED ND standards and standard timing for Downtown areas, pedestrians should be allowed up to 32 seconds to cross Douglas, based upon the existing street width. The plan recommends that City officials work to retime the traffic signals along Douglas to better coordinate vehicular traffic and pedestrian crossing times to improve both efficiency and safety.

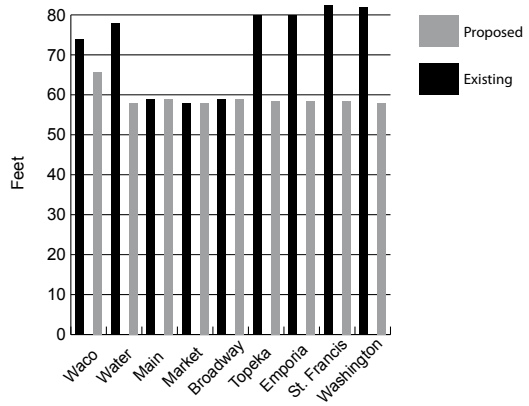
As illustrated in the following diagram, the completion of the recommended plan along the Douglas corridor will reduce the crosswalk distance at a number of intersections that do not currently have bulbouts in place. At several intersections the crossing distance will decrease from over 80 feet to less than 60 feet.

Crosswalk Timing - Existing Condition
(Seconds Required to Cross Douglas Ave)



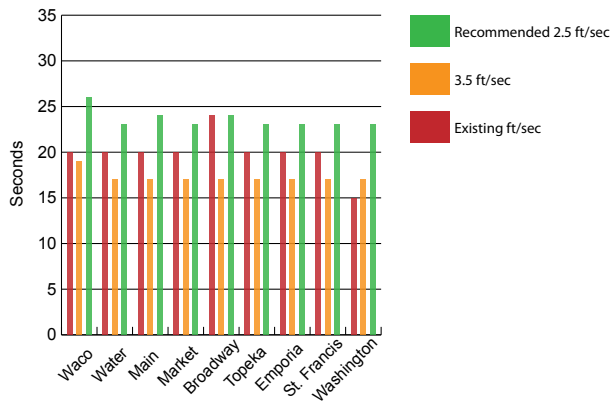
*LEED ND target crossing speed for visually impared and elderly

Crosswalk Distance - Existing vs. Proposed
(North/South Aross Douglas Ave)



As illustrated in the following diagram, because the recommended plan calls for the installation of bulbouts at intersections and therefore decreases the distance from one side of the street to the other along Douglas, the time required to walk across the street will decrease from the current condition. Whereas the current design of the street requires over 30 seconds to cross from one side to the other, with the completion of the Douglas plan almost all pedestrians will be able to cross the street within the time allowed by the existing traffic signal timing.

Crosswalk Timing - Proposed Plan with Bulbouts
(Seconds Required to cross Douglas Ave)

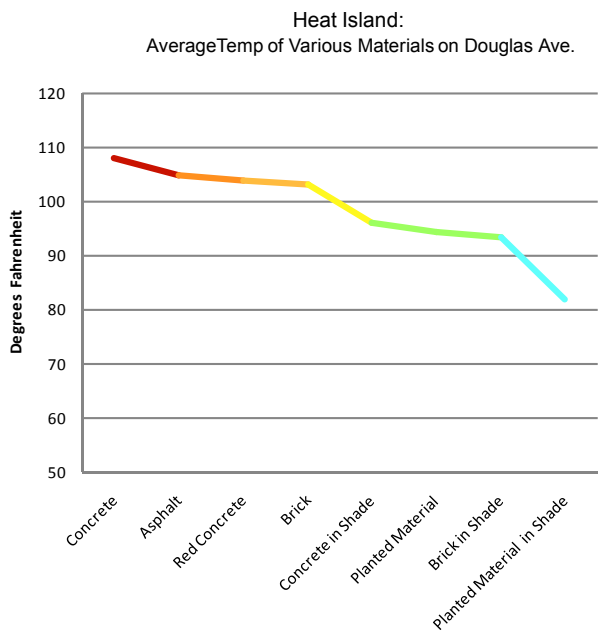


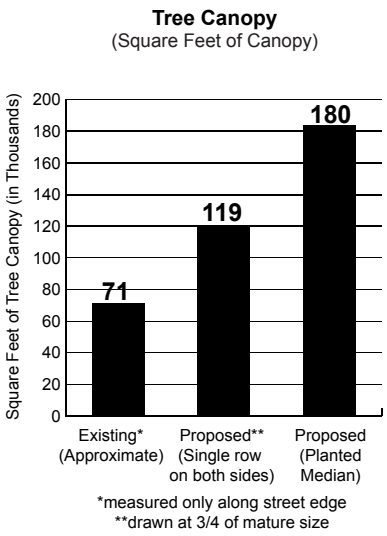
Heat Island

The design team collected measurements of surface temperatures for various locations and surfaces along the Douglas corridor. These measurements help the design team and the City in documenting the impact of the recommended street and streetscape design in reducing the overall surface temperature along the corridor. Given the potential for extreme heat in Wichita in the summer, the ability to create a streetscape that is cooler and more comfortable would make the Douglas corridor more attractive to visitors and residents. The diagrams below demonstrate that shaded areas and areas using certain materials, such as brick as opposed to concrete, produce lower surface temperatures than areas that lack shade or feature asphalt or concrete.

Tree Canopy

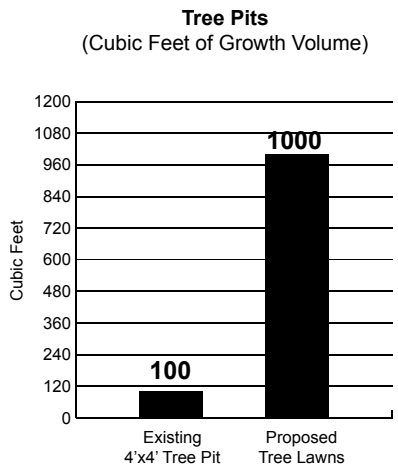
Streets and retail districts that have greater coverage of tree canopy result in lower surface temperatures and therefore more comfortable and inviting environments for visitors and residents. In addition, tree canopy enhances the overall visual aesthetic quality of a given street or district. The diagram below indicates that the overall Douglas corridor, from McLean to Washington, features around 71,000 square feet of tree canopy. A redesign of Douglas Avenue to include a planted median down the middle of the street would result in a tree canopy of at least 180,000 square feet, at full growth of trees. This calculation assumes that the City would select and maintain trees along Douglas designed to produce the greatest coverage of shade and tree canopy.





Tree Pits

Research has demonstrated that street trees reach their full potential in terms of height and overall vitality when they are planted in larger tree lawns. While many cities plant trees in relatively small 4-foot by 4-foot tree pits, many traditional street trees require much larger tree pits in order to reach their full maturity and to remain vital over many years. As demonstrated in the chart below, the existing condition of Douglas Avenue includes smaller tree pits with only 100 cubic feet of volume. In contrast, arborists recommend that tree pits for street trees include pits of at least 1,000 cubic feet on average. Increasing the pit size improves tree health and growth, leading to a greater tree canopy and diminish the effects of the urban heat island along streets like Douglas Avenue.

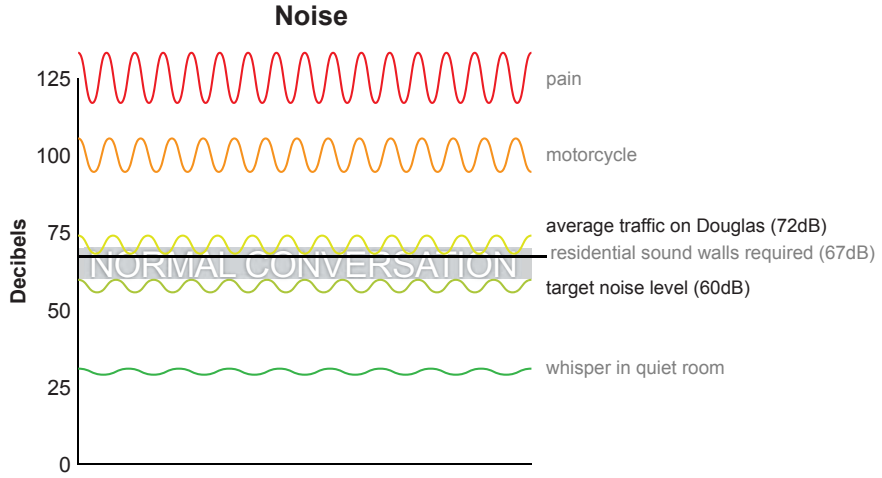


Noise

Pedestrian and streetscape environments that feature comfortable levels of noise help to foster active street life, including the potential for outdoor dining, and encourage walking and bicycling. Commercial and residential streets that present significant noise issues typically discourage pedestrian activity. The design team recorded noise levels along Douglas at the beginning of the project.

As illustrated below, the Douglas corridor on average reports noise somewhat above target levels for human interaction. National standards for noise suggest that retail streets should exhibit noise levels of no greater than 60 decibels. The Douglas corridor on average reports noise levels of 72 decibels. Because a difference of 10 decibels represents a doubling of perceived noise, the 72 decibels registered along Douglas means that the corridor is twice as loud as the recommended level for retail streets. The corridor features truck traffic at certain times of the day and greater levels of noise during peak hours (at lunch and in the late afternoon following the end of the typical working day).

The recommended plan for Douglas aims to encourage lower noise levels through greater levels of vegetation, the use of a planted median, and other strategies designed to prevent speeding and excess acceleration. The inclusion of better trees and other amenities should help to buffer noise levels for visitors, business owners and property owners along Douglas in the future. Decreasing noise levels along Douglas would also make dining along the corridor more pleasant and viable and increase overall user comfort for pedestrians along the street.



5

COMPARABLE PROJECT ANALYSIS / BEST PRACTICES

COMPARABLE PROJECT ANALYSIS / BEST PRACTICES

Examples: Great Streets

The images below illustrate the design of a number of precedent “signature streets” that may serve as a model for Wichita in executing the final design for Douglas Avenue going forward. All of the examples below incorporate a planted median into their design, and all of these streets represent vibrant mixed-use districts that feature vibrant retail, residential, and commercial uses as well as a true sense of walkability. There are numerous examples of “Great Streets” that have medians and therefore a design for Douglas that incorporates a planted median can become a Great Street for the City of Wichita.

Las Ramblas | Barcelona

Michigan Avenue | Chicago

Kurfurstendamm | Berlin

Mill Avenue | Tempe

Royal Palm Way | Palm Beach

Park Avenue | New York City

St. Charles Avenue | New Orleans

Comparable Downtown Circulators

The design team reviewed a number of comparable "circulator" bus systems from downtowns around the country at the outset of the project to provide lessons learned to the City and the downtown community regarding potential adjustments or improvements to the Q-Line circulator route in downtown Wichita. An examination of circulator routes in Cleveland, Raleigh, Washington, Baltimore, Louisville, and other cities revealed the following key lessons learned for Wichita:

- The most effective bus circulator routes include simple and relatively linear routes, as opposed to circuitous routes that attempt to service larger geographic areas.
- The most attractive downtown circulators feature very frequent and reliable service, free service (no fares), and very simple and easy to follow signage and wayfinding systems.
- The best circulators connect as many key destinations using routes that are as simple to navigate as possible.
- Simply establishing a circulator route will not "save" a downtown area
- Effective branding helps to spread the word about circulator service and should increase ridership
- The most effective downtown circulators conduct detailed research to know their target markets and what these individuals seek in downtown transportation
- The best downtown circulators benefit from stable and reliable funding sources, ensuring that service will never be disrupted and that cheap or free fares are always available to the public.

Chattanooga Electric Shuttle System

Louisville, Kentucky Franklin Avenue Trolley Route

Raleigh R Line Circulator

6

STREET DESIGN ALTERNATIVES

STREET DESIGN ALTERNATIVES

The project team considered and analyzed a full range of options as design alternatives for Douglas Avenue in the downtown area. The public reviewed a series of eight design alternatives for Douglas at the initial open house in July 2011 and provided feedback, both in-person via keypad polling and online through the project website, concerning the preferred alternative for the design and layout of the street.

At the initial public open house (and, as part of information provided online), the project team provided background information concerning the existing condition of Douglas Avenue and the eight design alternatives and the advantages and challenges of each option, as outlined below.

Existing street design

Existing Condition

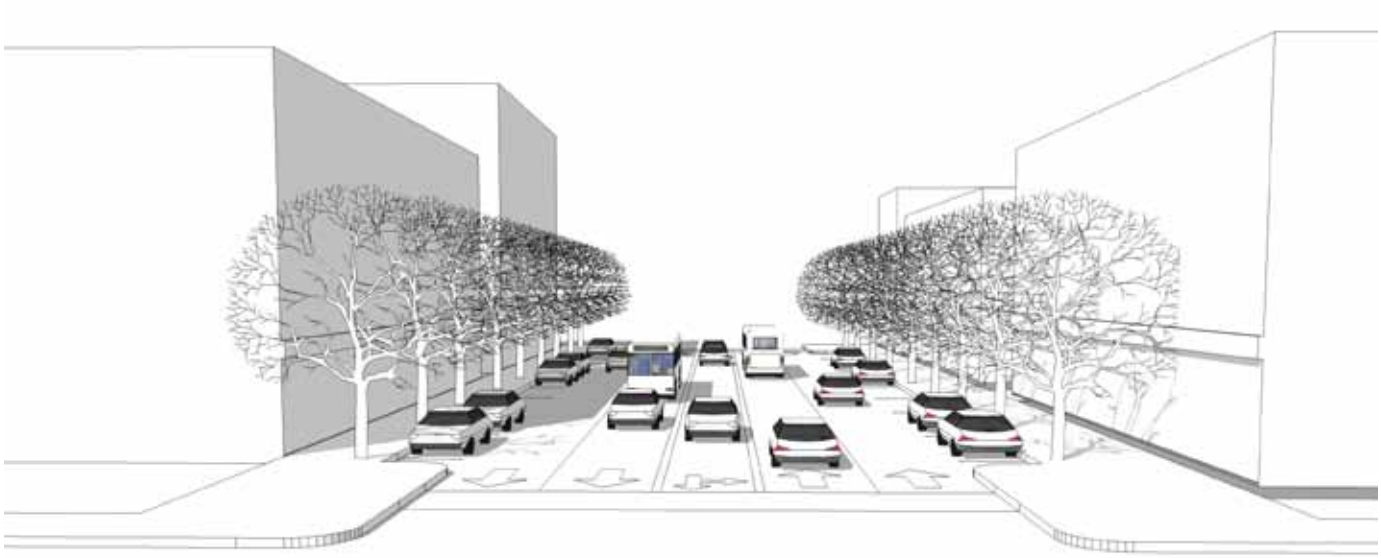
As mentioned, Douglas Avenue in the downtown area currently includes two travel lanes running in each direction, a center turn lane, and parallel parking on either side. Retaining this layout of the street would produce the following advantages and challenges for the City, property owners, and the general public going forward.

Advantages:

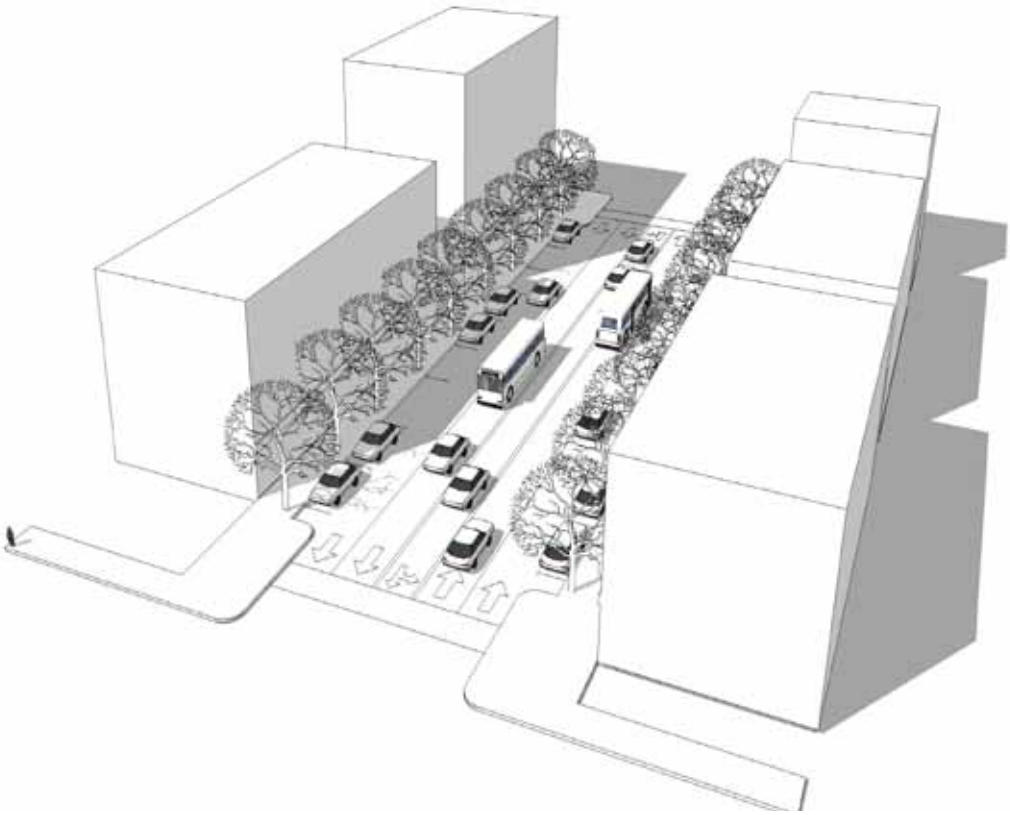
- Given that the existing layout of Douglas would remain, improvements to the corridor would not involve the construction of any new curbs, medians, or other traffic control devices. Public improvements and associated costs would be limited to streetscape improvements (such a signage and wayfinding, street trees, furniture, etc.).
- Retaining the existing layout of Douglas would continue to allow unimpeded left turn access to individual properties along the corridor.

Challenges:

- Retaining the existing layout of Douglas would provide only limited opportunities to make improvements that would establish the corridor as a “transit enhanced street”.
- Douglas would continue to function as a very wide street (from curb to curb) and therefore would continue to present challenges to pedestrians in crossing the street. The very wide dimensions of Douglas would likely limit the visual appeal of the corridor compared to other potential alternatives.



Existing Condition - Section



Existing Condition - Axon

Option 1: Existing Conditions with Transit Enhancements (Sidewalks and Bulb-Outs)

This option would retain the same general layout of Douglas as the existing condition (two travel lanes in each direction, plus a center turn lane) but would include limited changes to better accommodate pedestrians and transit users. The design of intersections would include curb extensions or bulbouts in order to provide for a shorter crossing distance from one side of Douglas to another, and to provide additional space at intersections for public art, signage and wayfinding, or other streetscape elements. In addition, this option would include sidewalk extensions as part of the design of bus stops. Transit users would wait in the sidewalk extension areas and would then directly board buses that stop in the right travel lane along Douglas Avenue. This design would eliminate the need for buses to pull in and out of traffic and would provide additional space for bus stop facilities and amenities on the sidewalk. In this sense, the design would provide for a “transit enhanced” version of the current layout of Douglas Avenue.

Existing intersections with bulbouts and on-street parking

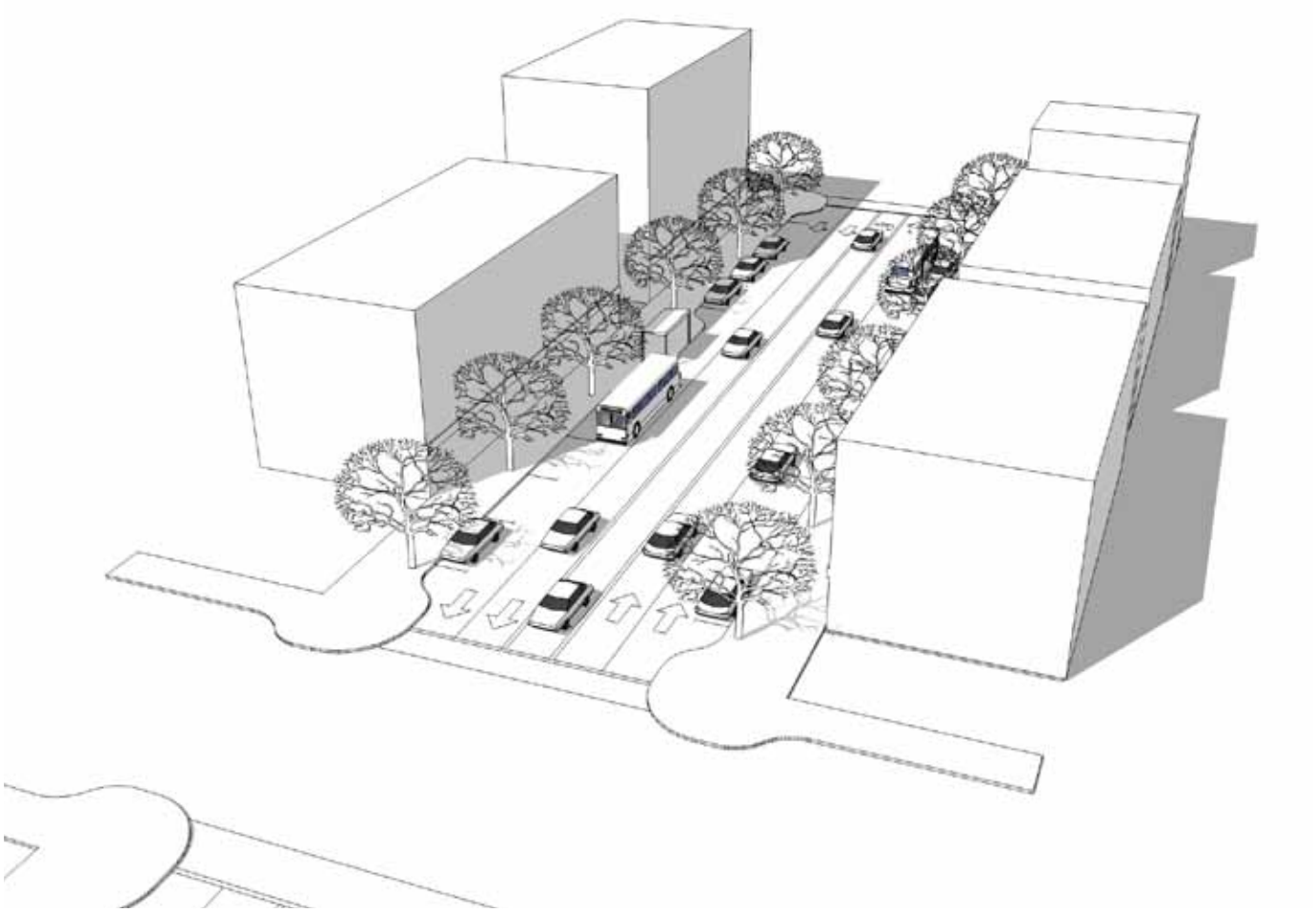
Advantages:

- The curb extensions at intersections would shorten crosswalk distances and therefore enhance pedestrian safety and walkability.
- The sidewalk extensions at bus stop locations would allow for easier access to buses and provide additional room for dining and other sidewalk uses along Douglas.
- This design is relatively inexpensive compared to other design and layout options for Douglas.

Challenges

- This design assumes that buses would stop in-lane (at the bus stop locations), and as a result congestion along Douglas may increase slightly as vehicles transition around buses stopped along the street.

Option 1 - Section



Option 1 - Axon

Option 2: Six Through Lanes

This option presents the design of Douglas that would maximize the capacity of the street for vehicles, by providing for three travel lanes in each direction, as depicted in the diagrams below. This option almost exclusively focuses on accommodating vehicular traffic and does not provide any improvements designed to accommodate transit users or pedestrians.

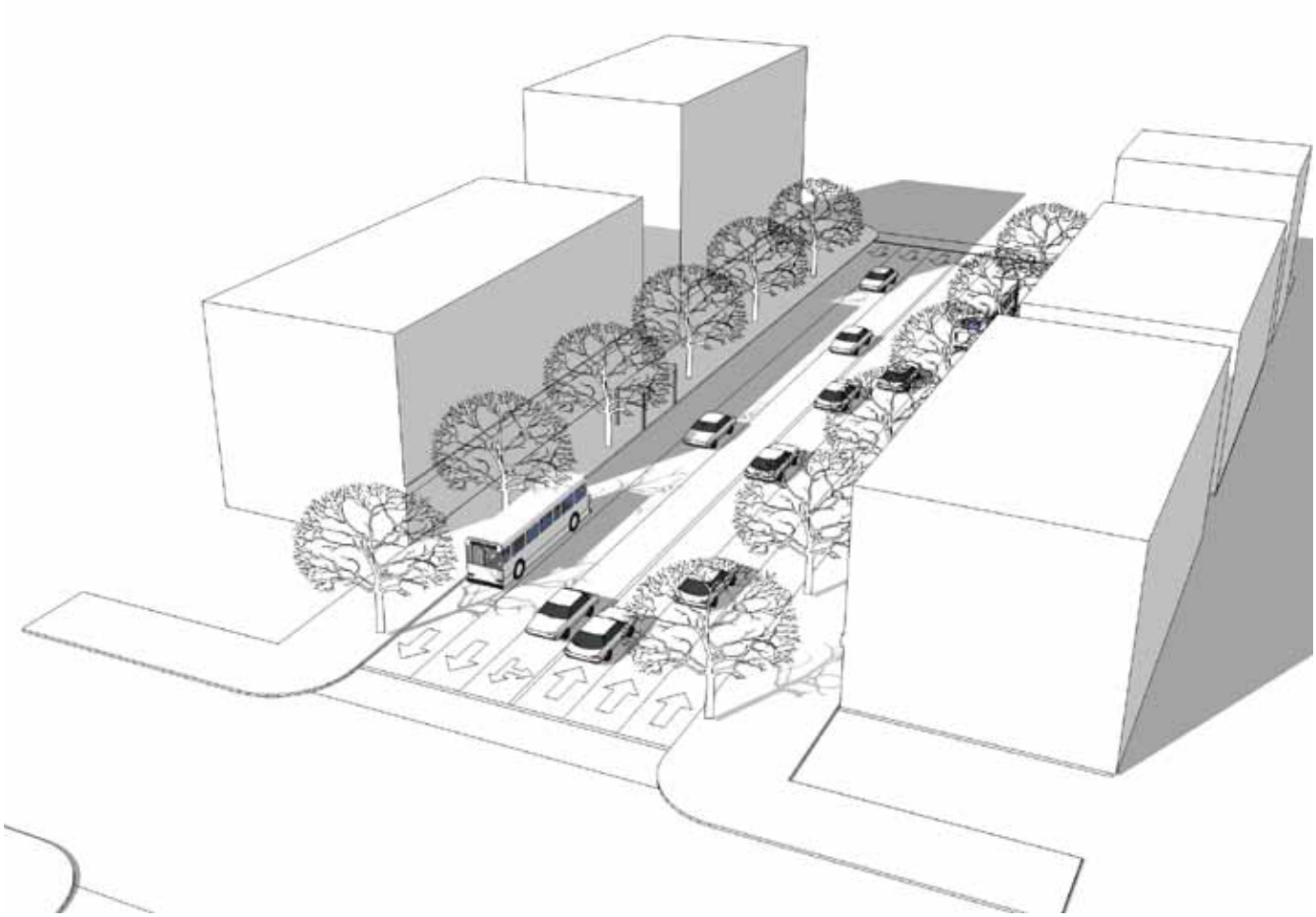
Advantages:

- This design option would maximize the throughput of traffic and minimize any delays in traveling from east to west across Downtown Wichita.

Challenges:

- The design depicted (three travel lanes in each direction) would eliminate lanes dedicated for left turns, would result in longer crossing distances for pedestrians compared to other options, and would eliminate on-street parking from Douglas.

Option 2 - Section



Option 2 - Axon

Previous median condition on Douglas Avenue circa 1960

Option 3: Large Planted Median

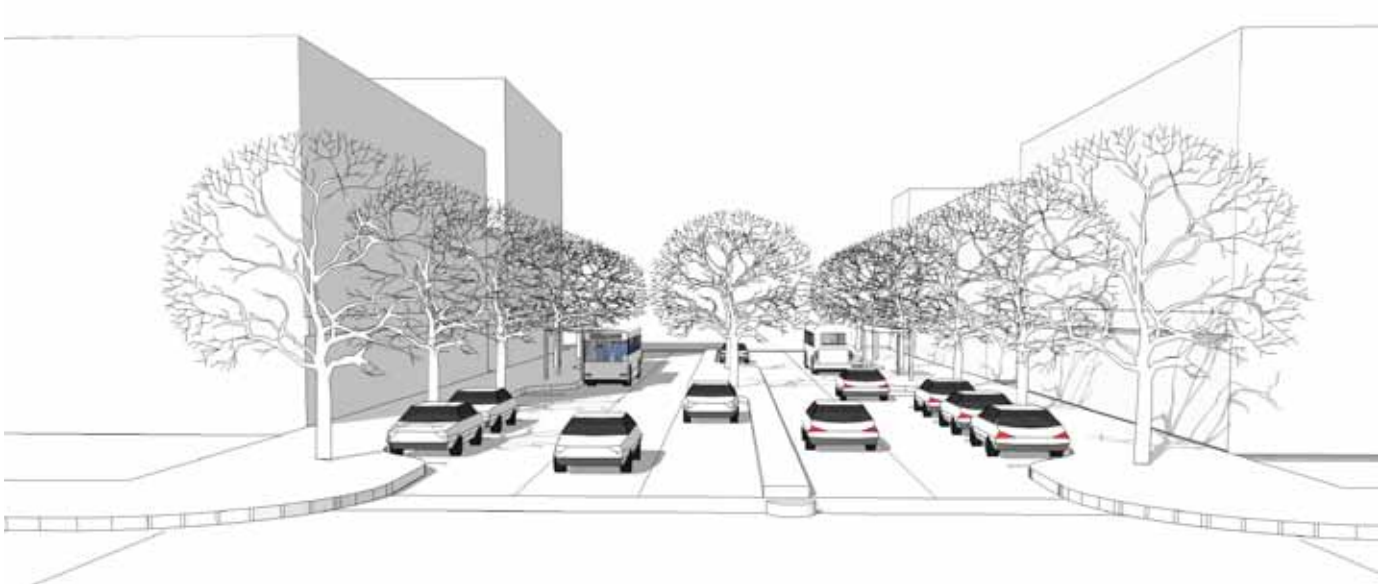
This design option would retain two travel lanes in each direction along Douglas and left turns in the center of the street, but would install a 14-foot planted median in the middle, between left turn locations. It would also include curb extensions at intersections and sidewalk extensions at bus stop locations.

Advantages:

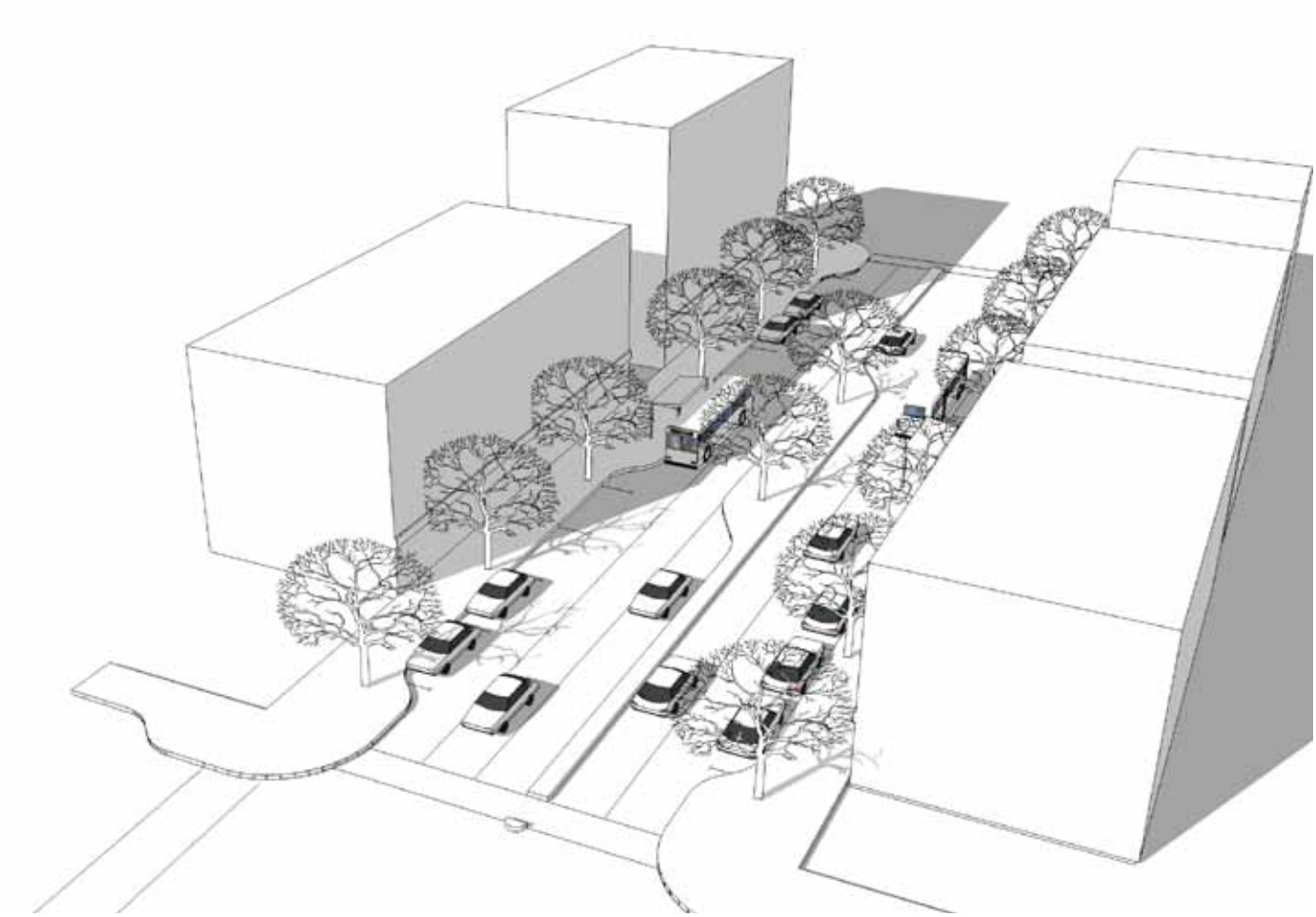
- The installation of a planted median will eliminate the number of potential conflict points, where vehicles turning left may collide with oncoming traffic. Therefore, the number of accidents along Douglas should decrease.
- The planted median provides a refuge in the middle of the street, if necessary, for pedestrians crossing Douglas and thereby enhances overall safety.
- The planted median, including rain gardens, street trees, and other ground cover, should enhance the aesthetic appeal of the corridor.

Challenges:

- The installation of the planted median may limit access to driveways and alleys for certain parcels along Douglas.



Option 3 - Section



Option 3 - Axon

Option 4: Road Diet to Three Lanes

This option would reduce the number of travel lanes on Douglas Avenue and would maximize the area dedicated to sidewalk uses, such as dining, and streetscape improvements such as public art, rain gardens, and street furniture. Under this scenario, Douglas would narrow to one travel lane in each direction, plus a center turn lane. A six-foot bike lane would separate the travel lane from parallel parking on either side of the street. Curb extensions or bulbouts at intersections would further decrease the crosswalk distance for pedestrians, and the sidewalk areas on either side would expand to 23 feet in width (including a six foot amenity zone and a 14.5-foot pedestrian zone).

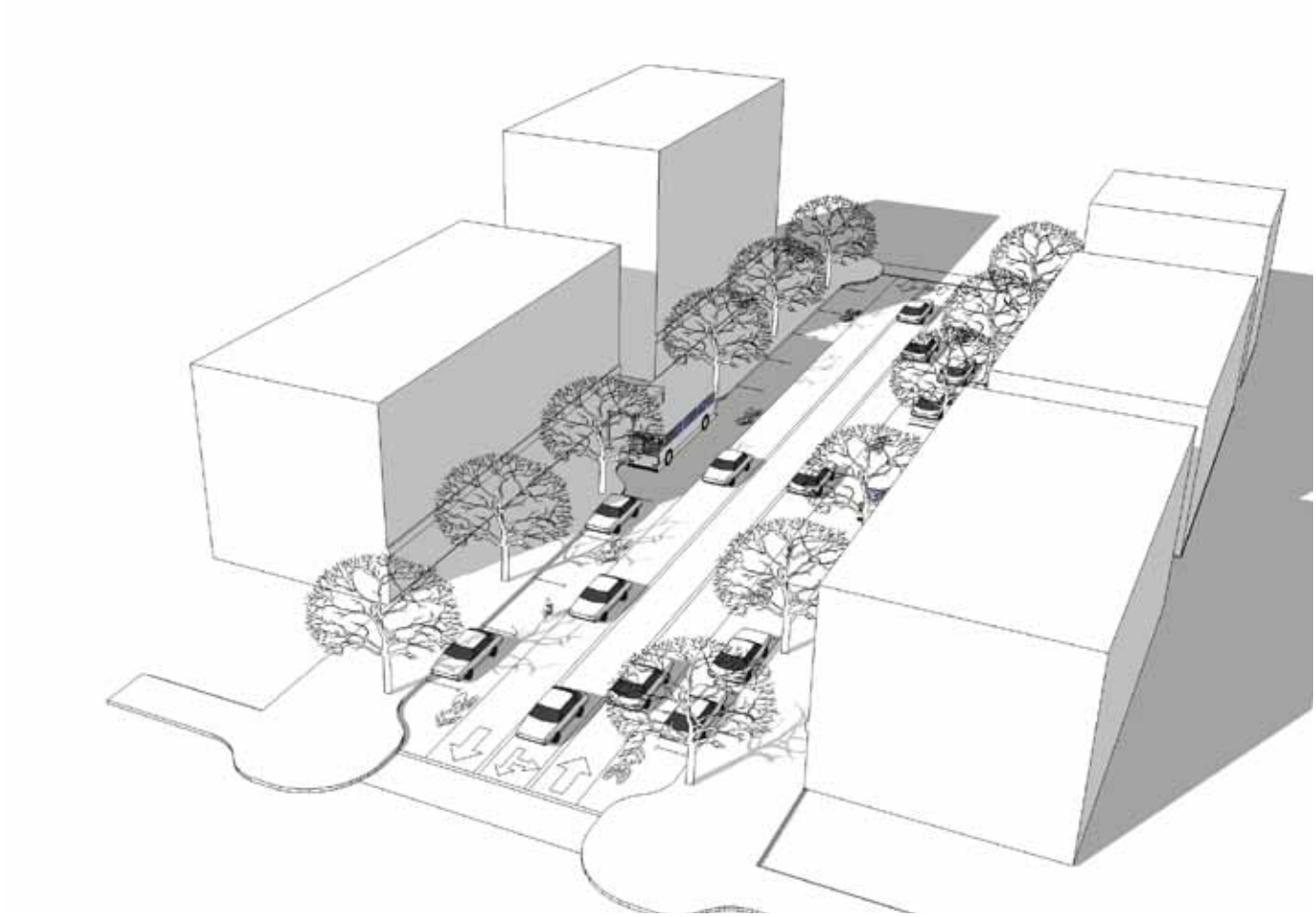
Advantages:

- The provision of wider sidewalk and amenity areas on each side of Douglas would better facilitate dining and retail along the corridor compared to other options.
- The redesign of the street, including curb extensions, will reduce crosswalk distance from one side of the street to the other and therefore enhance safety.
- The narrowing of the street should reduce traffic speeds along Douglas and minimize any issues with speeding along the corridor.

Challenges:

- Analysis of traffic information indicates that a conversion of Douglas from four lanes of through traffic to one lane in each direction would result in increased traffic congestion. At peak times, traffic could back up from block to block along Douglas. As a result of the traffic congestion, buses would be caught in traffic on Douglas and the overall transit system would fall behind its schedule on several routes running along the corridor.

Option 4 - Section



Option 4 - Axon

Option 5: No Center Turn Lane and Bike Lanes with Traffic

This option narrows the width of Douglas while maintaining the same number of through travel lanes in each direction along the corridor. Option 5 calls for two travel lanes in each direction, a widening of the sidewalk / amenity area, and the installation of bike lanes on each side of the street, as shown below.

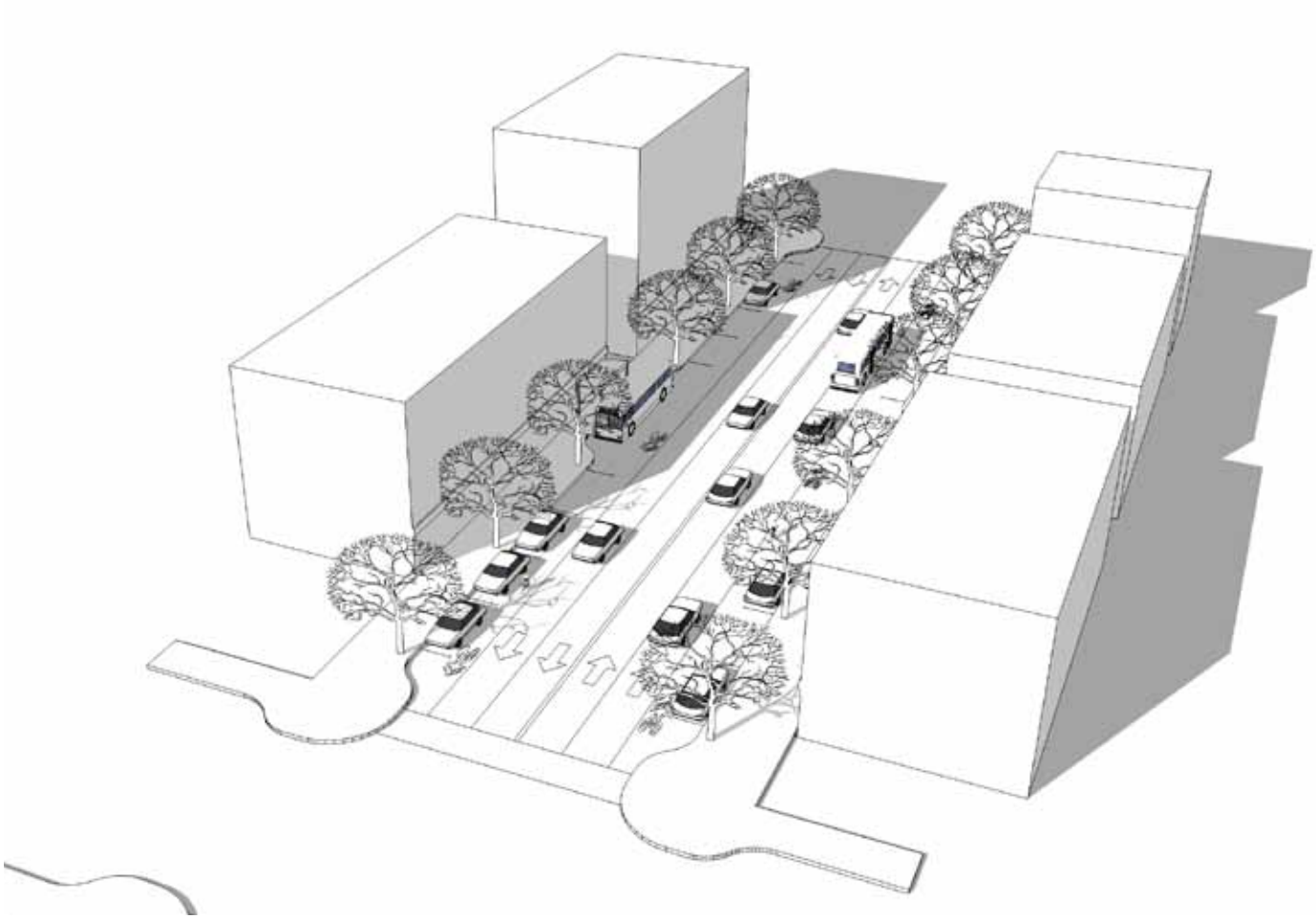
Advantages:

- Option 5 preserves the same number of through lanes in each direction as the current design of Douglas and therefore produces reduced congestion issues compared to other options that include only one through lane in each direction.
- Provides greater access for bicyclists along the Douglas corridor.

Challenges:

- Removes left turn lanes from the design of Douglas, which could increase congestion as drivers wait for vehicles making left turns.
- Potential for conflict between bicyclists traveling on the bike lanes and people getting out of cars parked in the parallel parking spots.

Option 5 - Section



Option 5 - Axon

Option 6: Bi-Directional Cycle Track

This option focuses greater emphasis on providing for bicycle access along the corridor through the installation of a bi-directional cycle track, a two-way bicycle zone along one side of Douglas Avenue, separated from the adjacent parallel parking lane by a three-foot raised median. The design provides the greatest degree of safety for bicyclists through the provision of the raised median and the separation of both bike lanes from parking and travel lanes. Douglas Avenue would carry two lanes of through traffic in each direction, similar to Option 5, and would include parallel parking on either side of the travel lanes. In order to accommodate the bi-directional cycle track, this option does not include center turn lanes along Douglas.

Advantages:

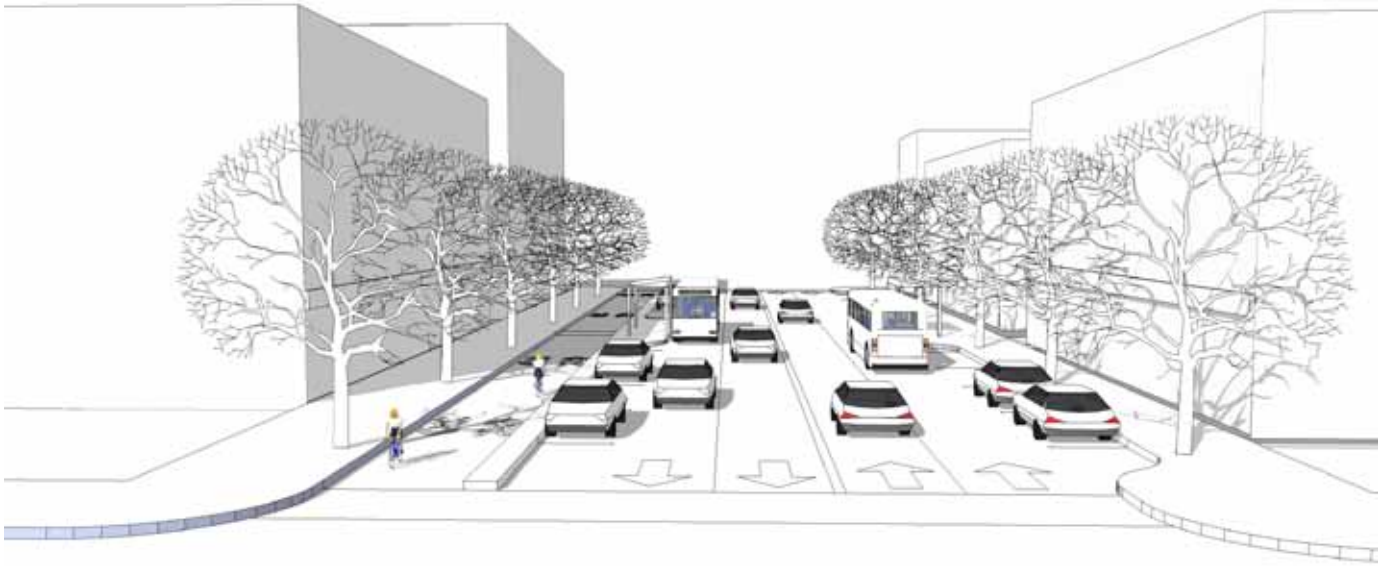
- This option provides a very safe route for bicyclists traversing Douglas Avenue through Downtown Wichita.

Challenges:

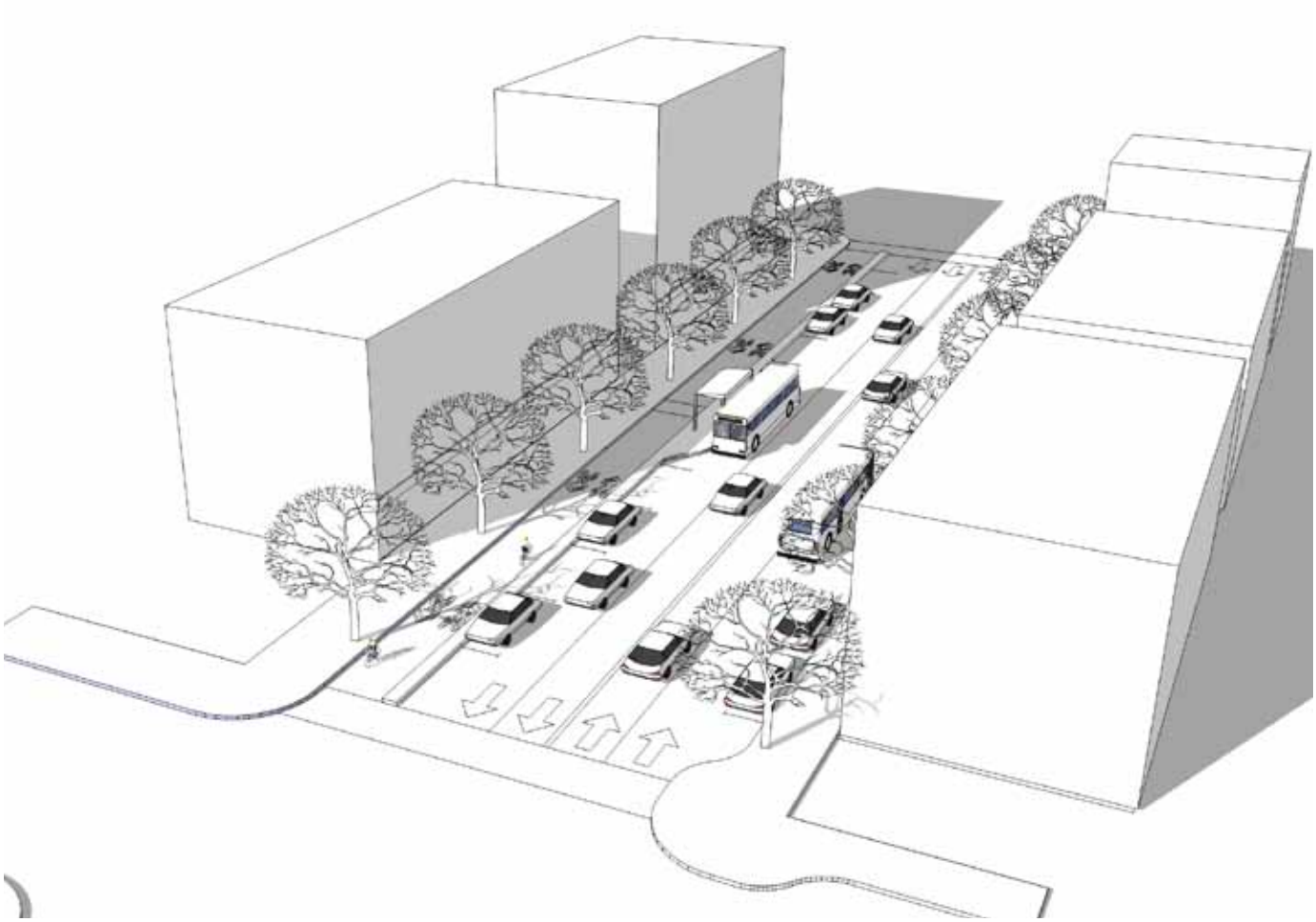
- This option for Douglas Avenue is not consistent with the recommendations of Project Downtown. The downtown plan identified the 1st Street and 2nd Street corridors as the preferred bicycle routes running east-west through this portion of the city. In contrast, the plan identified Douglas as a key transit and walking street.

- The lack of a left turn lane or left turn bays along Douglas may increase traffic congestion within the study area.

- This option proposes different widths for sidewalks on either side of Douglas. The side adjacent to the bi-directional cycle track includes a sidewalk area of 19.5 feet in width, and the opposite side includes a sidewalk area of 12.5 feet in width, with an additional 8-foot wide bulbout at intersection locations and at bus stop locations.



Option 6 - Section



Option 6 - Axon

Option 7: Split Cycle Tracks

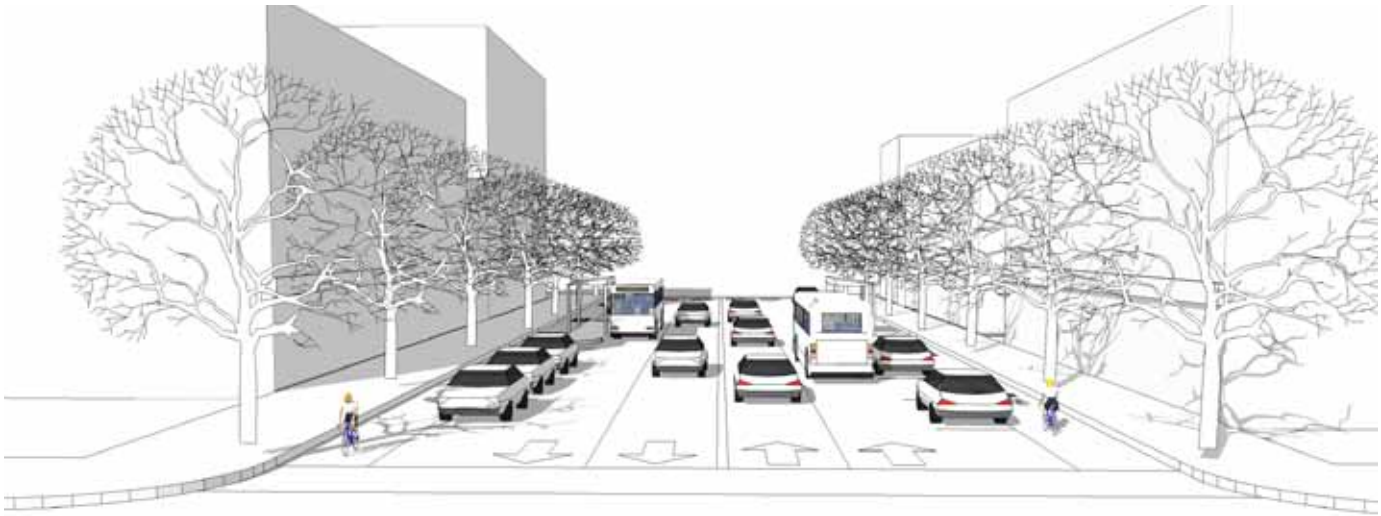
This option would include dual bicycle lanes of 7-feet in width on either side of the street, adjacent to the curb and separated from the flow of traffic by a row of parallel parking. The design includes two travel lanes in each direction but does not include a center turn lane.

Advantages:

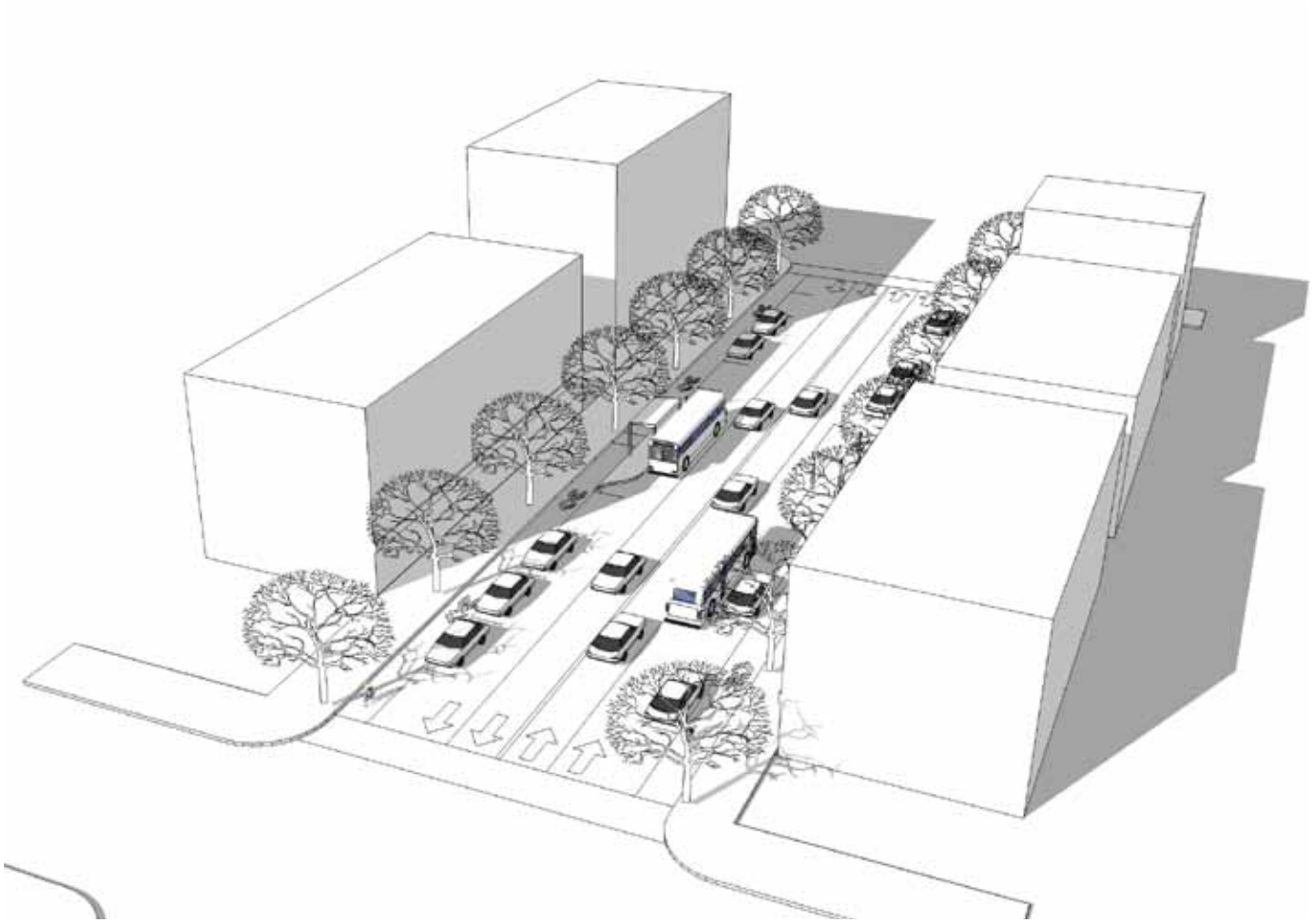
- Like option 6, this design provides for enhanced bicycle access and mobility along the Douglas Avenue corridor.

Challenges:

- The lack of a left turn lane or left turn areas would likely increase overall traffic congestion along Douglas Avenue.
- Under the design outlined in Option 7, Douglas Avenue would retain a very wide crossing distance compared to other options, which in turn would not enhance pedestrian safety.
- Potential conflicts between bicycle traffic and motorists parking their cars and exiting their cars in the parallel parking lanes.



Option 7 - Section



Option 7 - Axon

Option 8: Angled Parking

This option would most closely resemble the design of Douglas Avenue in the Delano district. Angled parking on either side of the street would increase the overall number of parking spaces along Douglas compared to other options. Douglas Avenue would include one travel lane in each direction plus a center turn lane. The travel lanes would be wider than normal – up to 16 feet – in order to provide more room for vehicles to enter or pull out of angled parking spots.

Advantages:

- This option would provide additional parking along Douglas for businesses and retailers.

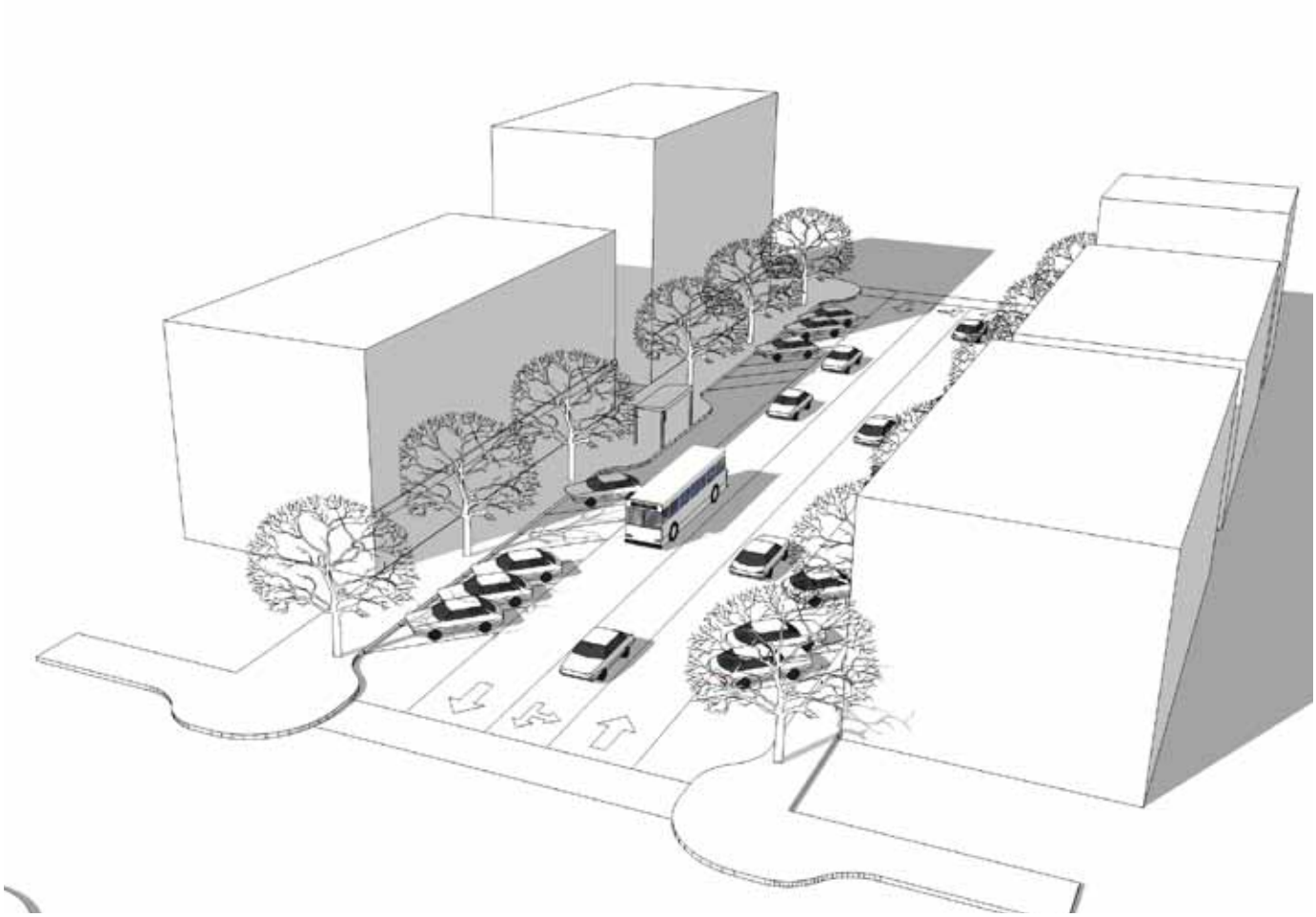
Challenges:

- Potential conflicts between vehicles entering or exiting angled parking spaces and buses traveling along Douglas. Transit systems in general prefer to not run bus lines along streets that include angled parking.

- The presence of cars pulling out of angled parking spaces may delay buses in traversing down Douglas and therefore delay the overall bus system timetable.

- Analysis of traffic information indicates that a conversion of Douglas from four lanes of through traffic to one lane in each direction would result in increased traffic congestion. At peak times, traffic could back up from block to block along Douglas. As a result of the traffic congestion, buses would be caught in traffic on Douglas and the overall transit system would fall behind its schedule on several routes running along the corridor.

Option 8 - Section



Option 8 - Axon

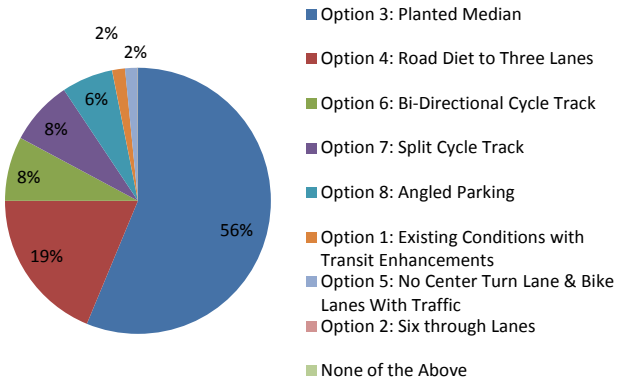
Public Input Concerning Alternatives for Douglas

As illustrated in the tables below, the majority of respondents at the public open house in July 2011 (56 percent) favored Option 3: Planted Median for Douglas Avenue, and a plurality of respondents in the online version of the survey (31 percent) favored Option 3 as well. In addition, 25 percent of respondents at the July public open house and 22 percent of respondents in the online survey favored an option that involved reducing Douglas to one travel lane in each direction (Options 4 or 8). A total of 18 percent of respondents at the public open house and 25 percent of respondents in the online survey favored options that emphasized bike lanes and bicycle accommodations (Options 5, 6, or 7).

The project team interpreted the results from the public meeting and the online survey as evidence that participants strongly desire that the City integrate bicycle access across Downtown, for commuters and for recreational users, into current and future design efforts for streets and sidewalks in the central portion of Wichita. The project team also interpreted the desire of a significant portion of respondents for three-lane options for Douglas as an indication that the City should look for opportunities to expand areas for retail, dining, and outdoor activity along Douglas, as well as additional streets in the Downtown area.

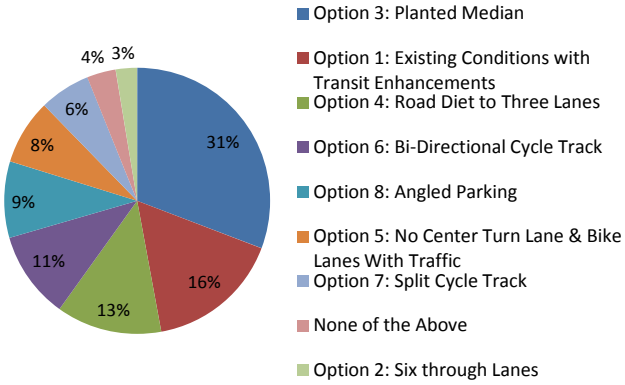
I am in favor of the following street section option along Douglas: (Choose one)

Key Pad Polling



	Response Count	Percent
Option 3: Planted Median	36	56%
Option 4: Road Diet to Three Lanes	12	19%
Option 6: Bi-Directional Cycle Track	5	8%
Option 7: Split Cycle Track	5	8%
Option 8: Angled Parking	4	6%
Option 1: Existing Conditions with Transit Enhancements	1	2%
Option 5: No Center Turn Lane & Bike Lanes With Traffic	1	2%
Option 2: Six through Lanes	0	0%
None of the Above	0	0%
Totals	**64**	**100%**

Online Survey



	Response Count	Percent
Option 3: Planted Median	70	31%
Option 1: Existing Conditions with Transit Enhancements	37	16%
Option 4: Road Diet to Three Lanes	29	13%
Option 6: Bi-Directional Cycle Track	24	11%
Option 8: Angled Parking	21	9%
Option 5: No Center Turn Lane & Bike Lanes With Traffic	18	8%
Option 7: Split Cycle Track	14	6%
None of the Above	8	4%
Option 2: Six through Lanes	6	3%
Total		**227**

7

KEY RECOMMENDATIONS: DOUGLAS AVENUE

KEY RECOMMENDATIONS, DOUGLAS AVENUE

Based upon feedback from the public in online polling and keypad polling at the series of three public meetings, along with technical analysis from the project team and City staff, the recommended plan for Douglas Avenue includes the following components.

Road Section / Description of Roadway

The final recommended plan for Douglas Avenue retains the existing two travel lanes in each direction as well as parallel parking on each side. (See the following Typical Plan Diagram) In order to enhance the aesthetic appearance of the corridor and improve safety for motorists making left turns along the corridor, the plan includes the installation of a planted median down the middle of the street and distinct left-turn pockets at intersection locations. The plan also calls for the installation of curb extensions at intersection locations, in order to reduce the crossing distance for pedestrians, as well as at bus stop or bus shelter locations along Douglas, in order to enhance access to bus lines operating along the corridor.

As outlined in subsequent sections, the final recommended plan for Douglas Avenue allows the City to achieve its goals for the corridor to represent a key “transit-enhanced” street within the Downtown area. While the recommended plan should enhance the performance of the corridor relative to aesthetic, environmental, economic, and community-oriented metrics, the relatively limited renovations to existing curb lines and sidewalk areas (relative to the changes outlined in several of the potential alternatives for Douglas) should minimize the overall project cost. For example, with the exception of the installation of curbouts at intersection areas and adjacent to bus stops, the existing curb line of Douglas should remain. This strategy will reduce capital costs associated with constructing new curbs and in installing new sidewalk or pavement areas.

The public, in online surveys and in-person keypad polling, did express considerable support for design options that would reduce Douglas to one travel lane in each direction plus a center turn lane (essentially, a three-lane street). The project team notes that many arterial streets in downtown areas in other cities with similar traffic volumes (less than 20,000 vehicles per day) include only one travel lane in each direction and therefore provide additional sidewalk space for pedestrians and active uses. However, reducing Douglas to three lanes would hinder the efficient movement of buses along the street and therefore lessen Douglas’s ability to serve as a transit-oriented street in the Downtown area. In addition, the project team conducted a simulation of the different options and found that traffic would back up from intersection to intersection if the street were narrowed to three lanes. The east-west blocks in the Downtown area are shorter than the north-south blocks, and thus the three lane configuration would work better for the north-south streets. The recommended plan calls for Douglas to retain two lanes of traffic in each direction in order to maintain the transit-oriented nature of the street and ensure that transit vehicles (and other vehicles) along Douglas continue to operate smoothly.

While the streetscape improvements to Douglas within the Delano district involved narrowing the street to a three-lane section (with one travel lane in each direction), the Douglas Avenue corridor to the east of the Arkansas River in the Downtown area operates under different conditions. The Delano district does not contain any traffic signals between Seneca and McLean, and as a result traffic is able to proceed without interruption through this district, with one travel lane in each direction. In contrast, within the Downtown area almost every street intersection with Douglas features a traffic signal. During peak times, the presence of multiple traffic signals and having only one travel lane in each direction would result in significant backups and blockage of cross-streets. In addition, Douglas Avenue within the Delano district carries far fewer bus lines compared to Douglas within the Downtown area. Because the Delano area does not represent a key transit corridor, narrowing Douglas to one travel lane in each direction was more practical in this district.

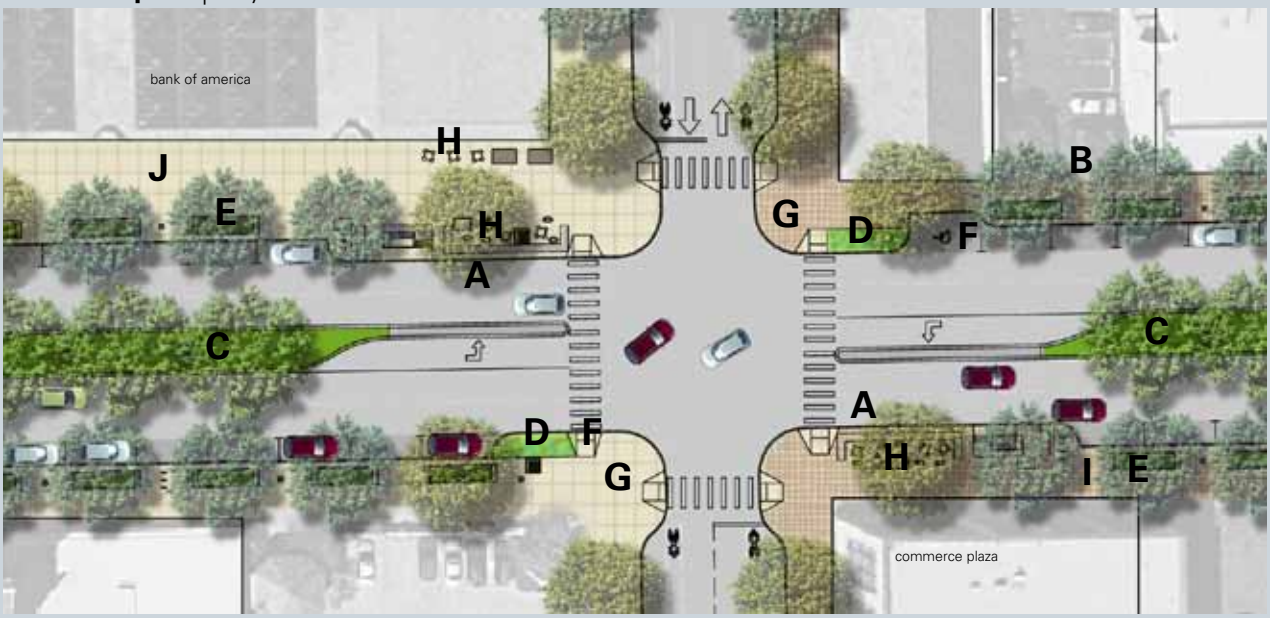
The recommended design provides several additional benefits to the downtown area and the overall community:

- The planted median will enhance the aesthetic quality of Douglas, through the installation of street

trees, plantings, and other decorative elements in the middle of the street.

- The planted median will provide a refuge for pedestrians in the middle of the street, allowing for safer crossings from one side of Douglas to the other.
- The planted median, in conjunction with the installation of left turn pockets, will provide for more orderly left turns along the street and thereby reduce the number of accidents and reduce overall confusion for drivers.
- In contrast to options that would narrow Douglas, this recommended design should continue to provide for sufficient throughput along the corridor and avoid congestion.
- The recommended design will, according to analysis by the project team, allow the numerous

n. topeka | bicycle balanced street



DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES

4 Defined Districts

- Delano District
- River Center District - (McLean to Main)
- Arena Neighborhood District - (Main to Topeka)
- Old Town District

Sidewalk surface | Delano to Old Town - preferred surface is concrete with artistic scoring patterns. Old Town - preferred surface is brick pavers.

Crosswalks: All four districts - crosswalks should be brick pavers.

Bulbouts: Bulb outs are recommended for the entire study area. Delano and River Center bulbouts should be brick or concrete pavers. Arena Neighborhood District bulbouts should be plain concrete with artistic scoring patterns. Old Town (RR tracks to Washington) bulbouts should be brick or concrete pavers.

A	q-line bus stop
B	close existing curb cut
C	planted median (typical)
D	corner plantings (typical)
E	tree pit (typical)
F	enhanced ADA access - ramps/parking (typical)
G	bulb out (typical)
H	seating/dining area
I	brick paving
J	concrete with artistic scoring

Typical Plan Diagram

bus lines running along Douglas to continue to operate on-time, in line with published timetables.

Connections with North-South Streets

The recommended plan for Douglas includes details concerning the intersections between Douglas and the various north-south streets in the downtown area. The Downtown plan recommends that a number of north-south streets intersecting with Douglas convert from their current one-way orientation to a two-way design. Specifically, the recommended plan outlines how St. Francis, Emporia, Topeka, Market, Main, and Water would convert from one-way to two-way traffic and how these streets would intersect with Douglas. The following are specific recommendations of the project team concerning how the north-south streets would intersect with Douglas.

- Emporia and St Francis (Pedestrian Balanced Streets, according to the Downtown plan) – The recommended plan assumes these streets would carry one lane of traffic in each direction and feature angled parking on both sides of the street.

- Topeka and Market (Bicycle-Balanced Streets, according to the Downtown plan) – The recommended plan assumes these streets would carry one lane of traffic in each direction, plus a bike lane on each side and parallel parking.

- Broadway (Auto-Balanced Street, according to the Downtown plan) – The recommended plan assumes that this street would undergo a “road diet” in which the street narrows from two lanes in each direction to one through lane in each direction, given the relatively low daily volume of traffic on Broadway. The design of Broadway would also include a center turn lane and parallel parking spaces on both sides of the street.

- Main and Waco (Transit-Balanced Streets, according to the Downtown plan) – The recommended plan assumes that these streets would retain at least two through lanes of traffic in each direction, given the designation of these streets as transit-oriented streets, in order to provide sufficient space for buses to travel along Main and Waco and stop to drop off or pick up riders.

- Water Street (Pedestrian-Balanced Street, according to the Downtown plan) – The recommended plan assumes that Water Street would include one travel lane in each direction plus a center turn lane, as well as parallel parking on each side of the street.

- Civic Center Drive (Pedestrian-Balanced Street, according to the Downtown plan) – The recommended plan assumes that Civic Center would include one travel lane in each direction plus parallel parking on each side of the street.

The narrowing of several of the north-south streets as detailed above to one travel lane in each direction will allow room for wider sidewalks along either side. This would provide additional room for street retail,

Opportunities for Pedestrian-Friendly North-South Streets

on-street dining, and various streetscape furniture features. Whereas Douglas should retain its status as a key east-west travel corridor for vehicular as well as transit traffic, several of the north-south streets have the potential to convert to more intimate, pedestrian-focused streets oriented around shops and restaurants.

Transit Enhancements

In order to ensure that Douglas remains a “transit-enhanced” street in accordance with the recommendations of the Downtown plan and input from the public and stakeholders during the planning process, the recommended plan for the corridor emphasizes the installation of bus shelters, clearly

Proposed Transit Stop at N. Mead

identified bus stops, and related improvements. The illustrative plan for Douglas identifies specific locations for bus stops along the Douglas corridor within the Downtown area, roughly one every other block. Whereas individuals seeking to use bus lines in Downtown Wichita currently hail buses at any point along the side of the street, causing confusion and added delays for both drivers and riders, the establishment of distinct bus stops should create more order and encourage transit ridership both within the Downtown area and city-wide.

The final plan for Douglas also recommends that Wichita Transit provide enhanced bus shelters at bus stop locations along the corridor in order to encourage additional ridership and add to the aesthetic quality of the area. The City should invest in higher quality and distinctive bus shelters that complement the styles of other streetscape features, such as benches, trash cans, and bike racks. The shelters should provide sufficient protection for transit users from cold winter winds and from the hot summer sun.

Wichita Transit should include the latest signage and wayfinding technology as part of the design of the shelters in order to encourage ridership and provide additional information to visitors to the Downtown area. The shelters should include electronic signs, for example, that provide information concerning the bus lines that will arrive at a given stop, including arrival times, transfer and bus route information, and any travel alerts for transit users in the Downtown area.

Transit Shelter with Integrated Signage

Electronic Changeable Schedule

Providing this information will provide greater clarity and should result in increased ridership by commuters, other local residents, and by visitors to the city. Wichita Transit may also wish to include public art and other aesthetic treatments as part of shelter design in order to enhance the appeal of the transit facilities and the overall corridor.

As mentioned above, the recommended plan for Douglas locates the enhanced bus shelters within curb extension areas along the street. This strategy will eliminate the need for bus drivers to navigate into parallel parking lanes along the side of Douglas, will avoid buses getting delayed while waiting for a gap to pull back out into traffic, and provide additional space for bus shelter amenities and adjacent streetscape features, such as benches, newspaper vending machines, trash cans, and bike racks. The provision of the extended curb area will allow bus riders to step directly to and from buses without traversing parking lanes and highlights the importance of transit along the corridor. The project team assumes that motorists along Douglas will pass buses stopped in the right lane of traffic by using the left lane and determined through an analysis of projected traffic volumes and traffic movements that the presence of buses stopped in the right lane of traffic should not result in materially higher levels of congestion along the corridor.

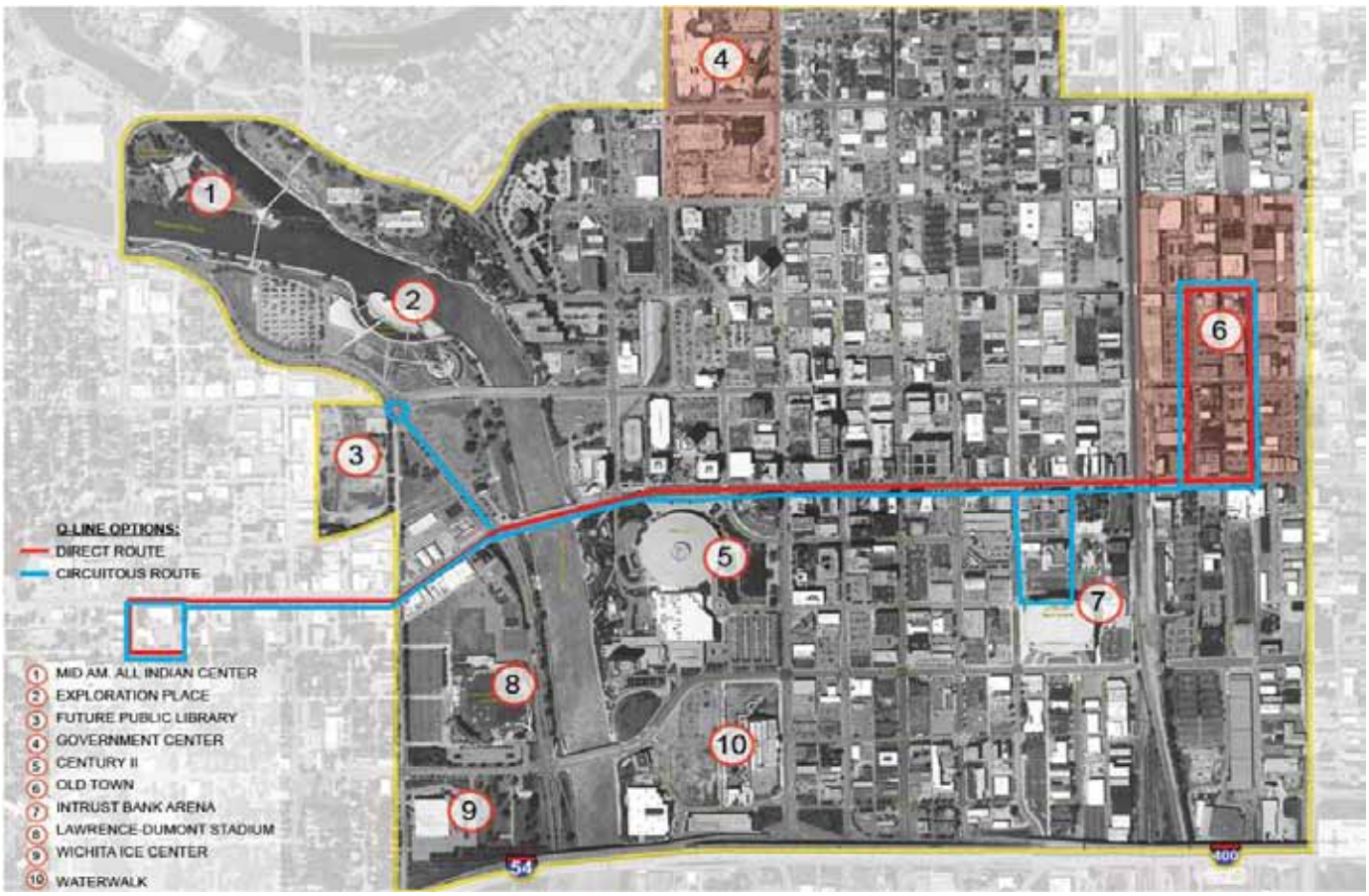
Providing distinct bus shelter locations and the highest quality design in bus shelters should allow Douglas to better serve the larger community and the Downtown area as the primary transit-enhanced east-west corridor in the central portion of Wichita

The Q-Line (Downtown Circulator)

The City of Wichita currently provides service for the Q-Line along a circuitous route within Downtown Wichita, primarily running along Douglas Avenue but circulating to reach several scattered locations in the vicinity, including Lawrence-Dumont Stadium, Intrust Bank Arena, the museums on the river, and the Old Town area. In addition, Wichita Transit has realigned the routing for the Q-Line on a fairly regular basis, every year or two, based upon available funding. The City also provides additional Q-Line service for special events. While very limited signage for the Q-Line exists within the Downtown area, in general the current organization of the Q-Line discourages ridership and misses an opportunity to encourage additional activity along Douglas and other corridors within Downtown Wichita. A visitor to Wichita generally does not have any knowledge of how the Q-Line operates, and the current orientation of the Q-Line route is confusing and discourages ridership. For example, a visitor staying at a hotel along Douglas toward the east end of Downtown would have to ride the Q-Line to the east, toward Old Town, before traveling west using the Q-Line to access destinations such as Century II or the museums along the river. The infrequent headways of the Q-Line (around 30 minutes) discourages ridership as well. In keypad and online polling, participants in the Douglas planning effort expressed support for providing the Q-Line service within Downtown with headways of no greater than ten minutes. Participants also expressed support for a more direct routing of the Q-Line along Douglas Avenue in order to provide a more straightforward route for potential users and to reduce operating costs.

The recommended plan for Douglas suggests that the City provide a more user-friendly Q-Line system that encourages ridership and strengthens the appeal of the corridor and the overall Downtown area.

Wichita Transit should establish a primary and permanent east-west alignment for the Q-Line, following Douglas Avenue, thereby avoiding changes in route alignments from year to year. Establishing a permanent route will establish familiarity for employees in the Downtown area as well as residents from throughout the city and will encourage additional ridership by visitors to the City as well. Aligning the Q-Line primarily along Douglas will allow Q-Line users to use the enhanced bus shelters that serve other bus lines and strengthen the position of the corridor as the main transit-enhanced street within central Wichita. A more direct line along Douglas will also reduce operating costs compared to more circuitous route options in the Downtown area, given standard costs for operation on a per-mile basis. In addition, as noted on the following diagram, a route primarily oriented to Douglas Avenue would continue to provide access within one-fourth mile (roughly a five-minute walk) of most Downtown destinations, including Century II, Intrust Bank Arena, the public library, and Old Town. Studies from around the country have revealed that most Americans are willing to walk up to one-fourth mile from bus stop to destination comfortably.



Recommended Q-Line Options

Wichita Transit has plans to establish a second, north-south route for the Q-line, stretching from the government center at Main and Central to Douglas Avenue, and then extending east along Douglas to the Old Town area. This second route should encourage significant ridership by government and other employees in the area seeking to visit the Old Town area and adjacent portions of the Douglas corridor for lunch or other business during the day. This second route should only further enhance the position of the Douglas corridor as the city's key transit-enhanced street and complement the service provided by the main east-west Q-line route along Douglas.

Wichita Transit should provide Q-line service at headtimes of no greater than ten minutes (at least in peak demand periods) along the Douglas corridor in order to encourage ridership and avoid confusion for potential transit patrons. A ten-minute headway would provide assurance for pedestrians along Douglas that they can easily catch another trolley within a few minutes if they miss a given Q-line bus. This level of reliability should encourage greater numbers of Downtown employees to leave their cars and trucks behind during the workday and use the Q-line to visit lunch destinations or conduct other business along the Douglas corridor. A ten-minute headway would similarly allow visitors to Downtown to reliably use the Q-line to access various destinations in the area, including the Intrust Bank Arena, Century II, and Old Town, without having to worry about waiting significant periods of time for trolleys. Studies have shown that a 10-minute headway provides a substantial increase in ridership, as passengers tend to "throw out the schedule" with the knowledge that a bus will be by within a short wait.

Access Management Plan

The recommended plan for Douglas includes specific detail and guidance concerning access to and from adjacent properties along the corridor. The plan allows for breaks in the planted median only at intersection locations and assumes that left turns into surface parking lots or parking garages will not

be permitted. While right turns into parking facilities should be allowed, providing multiple median breaks for parking facilities up and down Douglas would eliminate the functionality of the planted median. Because the east-west blocks along Douglas are relatively short (300 feet or less) in length (compared to the longer, north-south blocks), providing mid-block median breaks along with left turn pockets at intersection locations would essentially eliminate the planted median along the corridor. In addition, providing multiple median break locations would increase the likelihood of accidents between turning vehicles and oncoming traffic.

Providing additional curb cuts reduces the space available for on-street dining, seating, and other activity centered around pedestrian traffic along the corridor. The City should work carefully with property owners to minimize disruptions to pedestrian traffic and the overall design of the streetscape along Douglas.

On-Street Parking

Successful downtown districts must provide sufficient parking that meets the expectations of prospective visitors and patrons in order to succeed. Members of the public cited parking as one of their chief concerns in planning for the future of the Douglas corridor. Developers who have presented concepts for new projects along Douglas and elsewhere in the Downtown area have worked to demonstrate that their projects would provide for sufficient parking to meet the expectations of the community. Therefore, the project team carefully considered the parking inventory along the Douglas corridor in creating recommendations for the plan.

Research has consistently indicated that while parking garages and larger off-street municipal lots typically provide the majority of parking for patrons in a given Downtown district, providing on-street parking enhances the viability of adjacent retail and entertainment properties. A row of parking along the street provides patrons an additional option for parking beyond parking garages or similar larger off-street parking lots. In addition, from a safety perspective, providing parking within the zone between the travel lanes of a street and adjacent streetscape, dining, or retail areas on the side of the street provides protection for pedestrians from on-street traffic and enhances the sense of safety along the street.

Because the recommended plan for Douglas retains two travel lanes in each direction and a row of parallel parking on each side, the overall layout of on-street parking along the corridor will not change going forward. While the recommended plan will remove a few spaces in select locations to accommodate the addition of bus stops and additional curb extensions, the plan as laid out provides 150 spaces overall along Douglas from McLean to Washington, compared to the existing 165 spaces along this corridor.

North-South Streets

The Douglas plan recommends that the City move forward with plans to convert many of the north-south streets to two-ways and to narrow some of these streets to provide room for angled parking or additional parallel parking. This strategy will enhance the pedestrian friendliness of the side streets Downtown, and it will add to the overall parking inventory. The following table outlines the changes in parking inventory for north-south streets intersecting Douglas. This inventory accounts for spaces located within one-half block north or south of Douglas.

Side Street	Existing	Per Plan	Net Change
Waco	22	22	0
Water	25	29	4
Main	0	18	18
Market	18	18	0
Broadway	20	32	12
Topeka	38	38	0
Emporia	26	36	10
St Francis	24	27	3
		Total Spaces Gained --->	47

The City would begin to gain parking inventory with a conversion of the north-south streets, as outlined in the plan.

Paid versus Free Parking

The City of Wichita currently limits parking along most stretches of Douglas in the Downtown area to a limit of two hours, but does not charge for parking

along the corridor, in an effort to entice residents and visitors to patronize Douglas Avenue businesses. Research from other downtown districts, however, indicates that over time the City and the downtown community should move toward instituting paid parking along the Douglas corridor. Downtown districts often charge for parking along main streets but may provide free parking on lots located away from the main commercial corridor. This strategy allows patrons wishing to make quick stops at businesses along the corridor to pay a small amount to park directly in front of a store, for example, but provides incentive for patrons to park in other lots (either free or priced at a lower rate compared to on-street) located away from the main street in order to attend events or to carry out longer shopping trips. The Country Club Plaza in Kansas City, for example, charges for on-street parking but provides free parking lots off-street for patrons as well. Downtown Lawrence follows a similar parking strategy. Charging a nominal fee for on-street parking in front of businesses also encourages parking turnover, so that more people can conveniently make quick stops in front of businesses for a few minutes. Parking strategies that provide free parking along main streets encourage employees in a downtown area, for example, to park on-street all day, taking prime parking spaces away from potential customers.

Participants in the public open houses and online also supported charging for parking along Douglas. When provided a choice between options for "free parking", "short term parking" that would provide free parking limited to a certain time frame or time limit, and "the use of smart parking meters with proceeds going toward streetscape maintenance", 65 percent of participants in the second public meeting and 56 percent of respondents completing the online version of the same survey chose the paid parking option.

Participants in the public process also provided feedback that guides the plan's recommendation for the technology the City should use to collect parking revenue. Some streets within Downtown Wichita do have paid parking, and include traditional parking meters that merely accept coins. The majority of respondents at public meetings agree with the recommendations of this plan - that City should install parking meters in the Downtown area going forward that use "smart technology". These types of meters allow visitors to pay for parking with coins, and also by swiping a credit card at the particular meter.

Options that mandate that visitors pay for parking at "pay stations" located in a certain location on a given block and then place a receipt in the window of a vehicle are less convenient and attracted less support from participants in the Douglas planning process.

Paid parking kiosk

"Smart" parking meter

Integration with Regional, State, and National Transportation Systems

The recommended improvements to Douglas Avenue should re-affirm the corridor's status as the key east-west transit-oriented street serving the central portion of Wichita. The design of the corridor with two lanes in each direction should ensure that Douglas maintains or increases the level of vehicular traffic along this stretch of the corridor. Douglas will continue to serve as an east-west arterial serving Downtown Wichita and therefore will continue to function as a primary city street. However, given the layout of the Wichita transportation system, Douglas will continue to play a limited role in relation to regional, state, and national transportation systems. Interstate 135 does not include any interchanges with Douglas, and Kellogg Avenue (US 54/400) will continue to serve as the main east-west freeway providing regional, state, and national connectivity. While Douglas will continue to serve as the "postcard avenue" for Downtown Wichita, other streets (such as 1st and 2nd, Main, and Central) will continue to serve as the primary connections from Downtown to the larger regional transportation network, including I-135 and US 54.

Key Public Spaces

As the City moves forward with detailed design of particular infrastructure and streetscape improvements along Douglas, it should consider integrating planning for key community gathering places at particular locations along the corridor. Participants in keypad polling and online polling at the conclusion of the project identified the Kennedy Plaza area around Century II and the general area around the BNSF rail viaduct and the adjacent Union Station and Naftzger Park area as key destination locations along the corridor that should develop as community gathering places in the future. The City should consider integrating public art, performance space, and other streetscape features at these locations to create distinctive destinations along the Douglas corridor, serving the larger Downtown area. The plan recommends that the City place particular emphasis on a few key destinations along the Douglas corridor to create primary community gathering places.

In addition, the project team recommends that the City conduct an evaluation of the various plazas along Douglas (including Naftzger Park, Garvey Center, Finlay Ross, etc.) to determine their performance versus generally accepted standards for public plaza design, such as New York City's plaza standards. Potential improvements to these plazas should be considered along with improvements to the Douglas corridor to help stimulate the continued revitalization of the Downtown area.

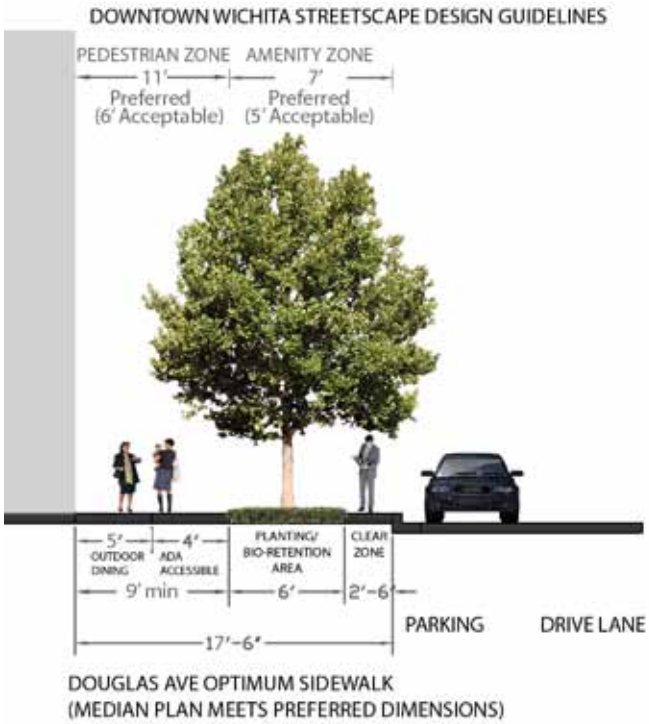
Sidewalk Recommendations

The project team recommends that, as redevelopment occurs over time, the sidewalk layout along Douglas change to provide additional space for outdoor dining and landscape treatments. As outlined in the recommended sidewalk layout diagram, sidewalks along the corridor should include space next to buildings for outdoor dining, if desired, as well as sufficient space for pedestrian traffic to meet the requirements of the Americans with Disabilities Act (ADA). The sidewalk should include wider areas for tree plantings and vegetation, at least six feet in width, as well as space along the curb to accommodate the movement of car doors outward from vehicles parked in parallel parking spaces. Subsequent sections provide additional information concerning the recommended planting areas.

As outlined in the sidewalk diagram, the expansion of the sidewalks along Douglas to 17-foot, 6-inches in width and the provision of additional seating and dining areas in the new streetscape areas created by the expanded sidewalk bulbouts, as well as improvements to pedestrian crossings and the conversion of many of the north-south streets to more pedestrian-oriented layouts, should help to create an overall more vibrant pedestrian environment in the Downtown area.

Over time, as redevelopment occurs, the city should also plan to install porous pavement in portions of the sidewalk footprints, in order to reduce the amount of stormwater runoff flowing into city sewers. In order

Porous Pavement



to prevent any flooding issues into adjacent buildings, the city should avoid installing porous surfaces within five feet of building edges, but should install porous surfaces in the areas of sidewalks located farther out from building footprints. The City should move forward with a pilot project for porous pavement in another location before executing this strategy along Douglas, in order to gain lessons learned and best practices.

Central and eastern sections of Kansas contain significant deposits of limestone, and public buildings and infrastructure in Kansas have utilized limestone for decades. In order to help reflect this heritage, the paving areas along Douglas (for sidewalks and crosswalks) may integrate the use of local limestone. Adding this material would provide for greater variety in the appearance of the streetscape from segment to segment and improve the overall aesthetic quality of the Douglas corridor.

Potential Modifications

The City may wish to consider modifying the design of Douglas Avenue within the Old Town area to provide angled parking (and, therefore, the removal of the planted median) within the right of way in order to provide additional space for sidewalks and streetscape improvements. The provision of angled parking would also increase the number of parking spaces within Old Town compared to the parallel parking option. However, converting the portion of Douglas Avenue within Old Town to angled parking would hinder the ability of the corridor to serve transit effectively. The movement in and out of angled parking creates conflicts with buses passing along Douglas and could create issues.

In addition, the City may wish to consider removing the median in front of Kennedy Plaza and the Century II complex in order to provide additional space for outdoor concerts and venues conducted at this location each year. This plan recommends that the City refrain from conducting any median installations or installing any street trees in front of Kennedy Plaza until the future design of Kennedy Plaza is known. Any median installations in front of Century II or street tree planting along Kennedy Plaza also need to be carefully coordinated with the current and future load-in and load-out areas serving Century II.

In order to provide additional space along Douglas for outdoor dining, pedestrian activity, and streetscape amenities, the City may choose to convert one side

Century II with planted median

Century II without planted median

of the street on a block by block basis from parallel parking to additional sidewalk space through curb extensions. While the number of parking spaces along Douglas would be reduced, the additional sidewalk space could represent potential locations for public art, outdoor retail or dining, public gathering spaces, or other amenities. The City should, however, retain at least three parking spaces on each side of a given block. This strategy could prove particularly beneficial along stretches of Douglas that include concentrations of retail and/or restaurant space.

Plan level view of a sample block along Douglas with parking removed from one side to provide additional retail and dining space

Plan level view of Douglas within Old Town with angled parking

ADA Compliance and Accommodation

The final Douglas plan provides for sufficient accommodation for pedestrians to meet the requirements of the ADA. The recommended sidewalk layout includes at least four feet of sidewalk space to meet ADA requirements. In addition, the crosswalk areas at intersections with Douglas should include ramps that orient directly to the east-west, or to the north-south, in order to guide visually handicapped persons traveling along the sidewalks to safely access destinations across the street and avoid traveling out in the middle of intersections.

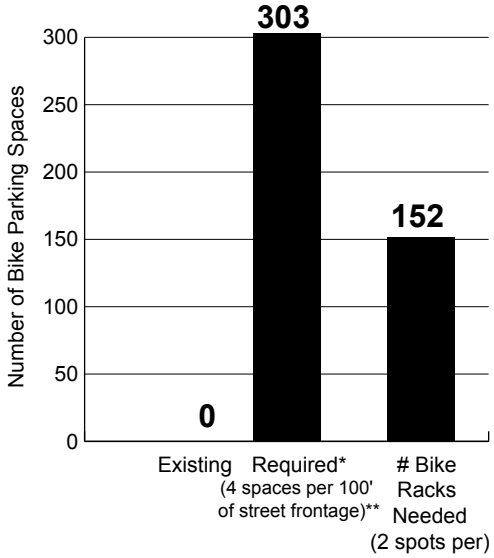
Existing Crosswalk

Bicycle Recommendations

While the final plan for Douglas does not include any specific bicycle lanes along the street or any sharrows designed for bike traffic, the project team recommends that the City expeditiously move forward with plans to develop the 1st and 2nd Street corridors as the main east-west bike routes within the Downtown area. The Downtown plan specifically identified 1st and 2nd Streets as the main east-west bicycle-oriented streets in the area and the City should move forward with improvements such as dedicated bike lanes and enhanced signage on these streets in order to provide for bicycle access to and from the Downtown area.

In addition, while bicyclists will likely use 1st or 2nd Street as their primary route to traverse the larger Downtown and central Wichita area from east to west and vice versa, the final Douglas plan provides improved accommodation for bicyclists conducting business or visiting particular locations along the corridor. The final plan includes the installation of modern bike racks within each block along the corridor, whereas the corridor currently does not feature any bicycle racks.

Bike Parking along Douglas Ave.



* According to Wichita Streetscape Guidelines
** Total linear feet (L.F.) of street frontage Washington Ave to Roundabout in Delano = 5762'

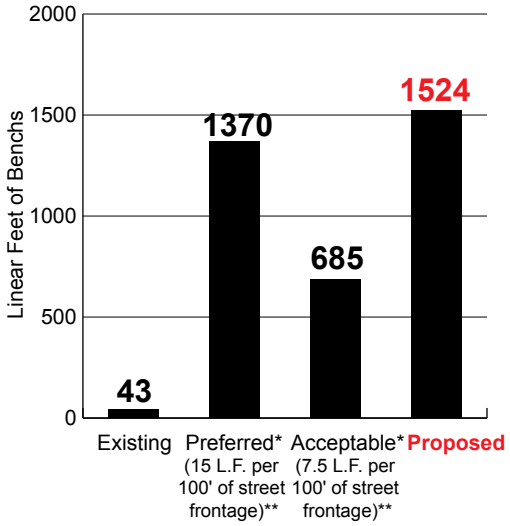
Fixture, Furniture, and Lighting Recommendation

The Downtown Streetscape Guidelines provided guidance concerning the recommended types of street furniture, fixtures, and related amenities for various locations within the Downtown area, including three general styles or families of streetscape amenities: Traditional, Contemporary, and Artistic. As the names imply, the Traditional style draws from historical themed design in America dating to the Victorian era of the 1800s, the Contemporary style features sleek lines and a more “modern” look, and the Artistic style calls for streetscape amenities that draw from and inspire public art within particular streetscapes.

The public provided feedback concerning the general style of streetscape furnishings to be installed along particular stretches of Douglas Avenue during the public meetings and in online versions of keypad polling surveys. Drawing from this input, the final plan recommends that the City continue to install streetscape components in line with the Traditional style group for the Old Town area, along Douglas Avenue from Washington to Topeka. For the stretch of Douglas from Topeka and the western edge of the Old Town district westward to the Arkansas River, the City should install Contemporary-themed streetscape amenities. To the west of the Arkansas River, the City should transition from Contemporary streetscape amenities to the Traditional style already installed within the Delano District.

The diagrams and images below provide additional information concerning the recommended streetscape amenity program for Douglas Avenue, based upon the recommended Traditional and Contemporary style groups along the corridor. These style groups include recommendations for particular types of benches, bike racks, newspaper vending areas, trash receptacles, and lighting. The final plan for Douglas includes recommendations for the particular locations for these various streetscape amenity items along the corridor.

Seating along Douglas Ave.



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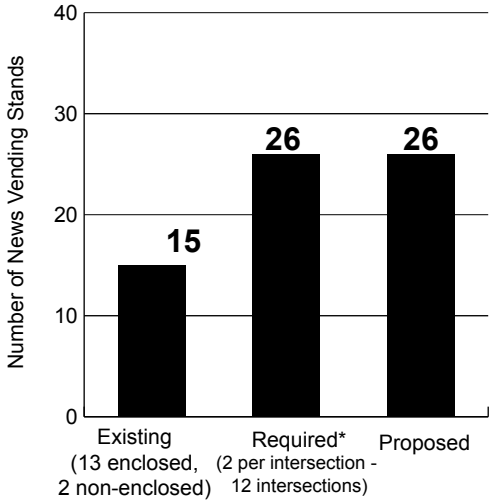
News Vending along Douglas Ave.



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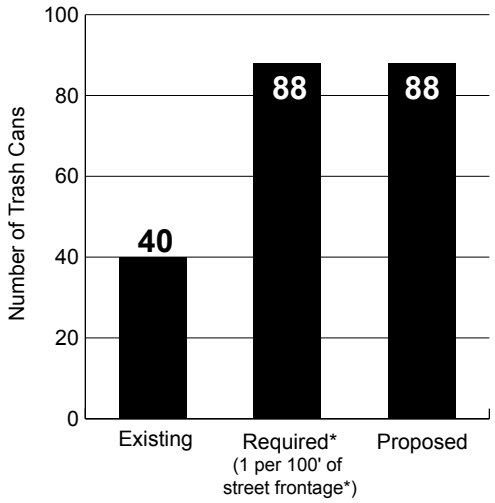
Trash Cans along Douglas Ave.



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** Total linear feet (L.F.) of street frontage Washington A
to Roundabout in Delano = 5762'

DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES | TRADITIONAL STYLE GROUP (ALL FURNISHINGS BLACK)

DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES | CONTEMPORARY STYLE GROUP

DOWNTOWN WICHITA STREETSCAPE DESIGN GUIDELINES | ARTISTIC STYLE GROUP

Recycling Trash Receptacle

Dog Waste Station

Landscape Plan

Based upon information from the City forestry department, research from local universities, and experience drawn from other streetscape planting efforts in Kansas, the final plan for Douglas outlines specific recommendations for street trees and plant types along the corridor (see Appendix).

The planted areas along the sides of Douglas should provide wider and longer areas for tree and landscape planting compared to traditional design for downtown streets in Wichita. The planted area should include six feet of width and extend to up to 12 feet in length. The increased size of the planting area should provide sufficient space for trees to grow to their full potential and provide a larger area for plantings of grasses and plants in order to enhance the aesthetic appeal of the corridor.

In order to reduce stormwater runoff and enhance stormwater water quality, the City should explore the potential to install rain gardens as part of the design of the planted landscaping zones along Douglas. Several cities in the United States have installed rain gardens along commercial corridors in order to manage stormwater issues and enhance the aesthetic appeal of particular streets. The project team recommends that the City of Wichita conduct a pilot project for rain gardens on another arterial in the city in order to gain lessons learned and best practices for rain gardens in this part of Kansas before moving forward with the installation of rain gardens along the Douglas corridor. While the final plan suggests that rain gardens would add value from an environmental and aesthetic standpoint to the Douglas corridor, the City should perfect the use of rain gardens on another corridor first.

Rain Gardens

Sculpture

Community Interactive

Community History

Public Art

Previous streetscape projects and community-led efforts have produced a significant inventory of public art pieces along and adjacent to the Douglas corridor. The final plan for Douglas recommends that the City retain the existing public art pieces and continue to add to the collection over time. Capital improvement projects for streetscape and related transportation improvements along Douglas should set aside at least one percent of overall budgets for public art. As outlined during public meetings for the Douglas project, potential public art strategies may include sculptures and interpretive public art pieces.

Streetscape Integrated

Outdoor dining

Food stands

Kiosk / Temporary Retail Opportunities

The provision of additional sidewalk and streetscape space, at curbout locations and near bus shelters, provides opportunities for temporary retail activity along the Douglas corridor. In keypad and online polling, the public supported strategies to encourage temporary food outlets (such as hot dog stands), outdoor dining, and temporary sidewalk retail by existing businesses along the corridor. These temporary retail uses should encourage higher levels of pedestrian activity along the corridor. Successful downtown retail streets in other cities have successfully integrated temporary retail along with permanent establishments in order to enhance overall levels of business and vitality. The City should continue to refine its ordinances and policies to encourage additional temporary retail activity along Douglas and other downtown streets.

Kiosk retail

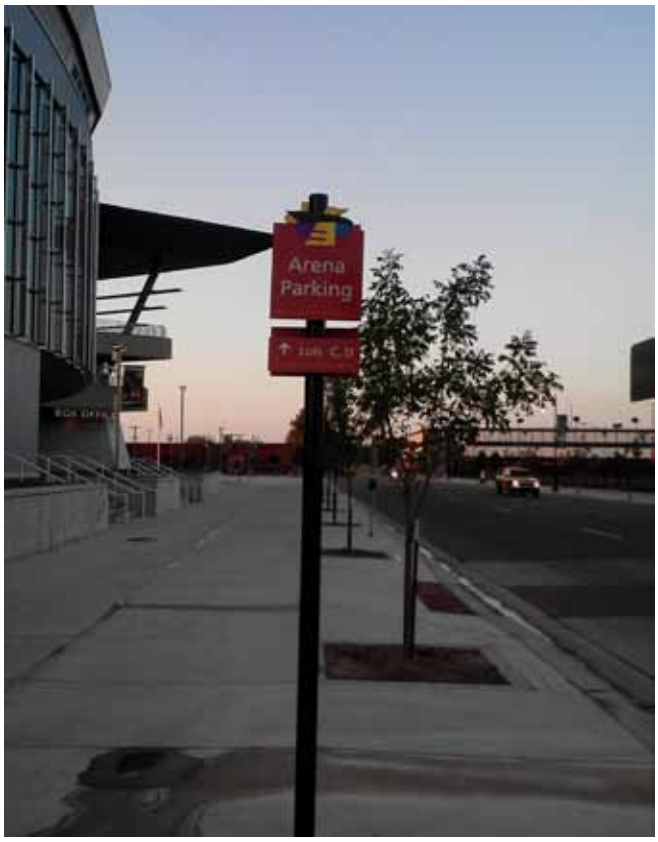
Streetscape design standards from New York City allow for 100 square feet of kiosk space for every 5,000 square feet of public plaza or streetscape space. They also mandate that retail kiosks not impede the flow of pedestrian circulation into or through the streetscape area. The average quantity of “plaza space” along a typical block of Douglas is around 5,500 square feet. Assuming a kiosk encompasses 32 square feet (an 8’ X 4’ area), the plan assumes that two kiosks per block, on each side (for a total of four kiosks) should be allowed along the corridor, in accordance with the New York City standards.

Signage and Wayfinding

The current planning effort does not include detailed design of streetscape and wayfinding elements for the Douglas Avenue plan. However, the project team recommends that the City work to integrate several key signage and wayfinding components in subsequent rounds of design and engineering along the corridor.

- Pedestrian Signage: Subsequent improvements to Douglas should include pedestrian oriented signage that directs visitors and residents to key destinations in the Downtown area, such as Intrust Bank Arena, Century II, and the Government Center.

- Interpretive or Historical Signage: The Douglas Avenue corridor should include interpretive displays that provide information to residents and visitors concerning the history of the corridor, of Downtown, and of Wichita in order to better educate citizens concerning the rich heritage of the area. Signage elements could, for example, address Wichita's role in the civil rights movement, the Chisholm Trail, or the oil boom in Kansas. Interpretive signage could also address the history of particular buildings or plazas along Douglas in order to educate citizens and spark increased interest in the corridor.



Existing pedestrian wayfinding near Intrust Bank Arena

Existing wayfinding around Intrust Bank Arena

Existing wayfinding in the Old Town area

Plazas and Existing Public Spaces Along Douglas

As the City moves toward detailed design and construction documents for improvements along Douglas, it should continue to plan for the interaction between streetscape improvements along the main street and the streetscape amenities and features of the various existing plazas and gathering places along the Douglas corridor, including Naftzger Park, Garvey Center and Kennedy Plaza.

The project team suggests that the City leverage the design standards for Plazas created by New York City in planning for improvements to the various plazas along the Douglas corridor. In order to become vibrant places that attract visitors and facilitate increased vitality and activity, the plazas should contain sufficient tree canopy, seating, and other streetscape amenities necessary to support a strong public realm. The final design of any renovations for the plazas should tie with the streetscape designs and themes articulated along Douglas Avenue. The plazas, through their design, should "invite" the public to journey off of Douglas from time to time to spend time in these public spaces and adjacent businesses.

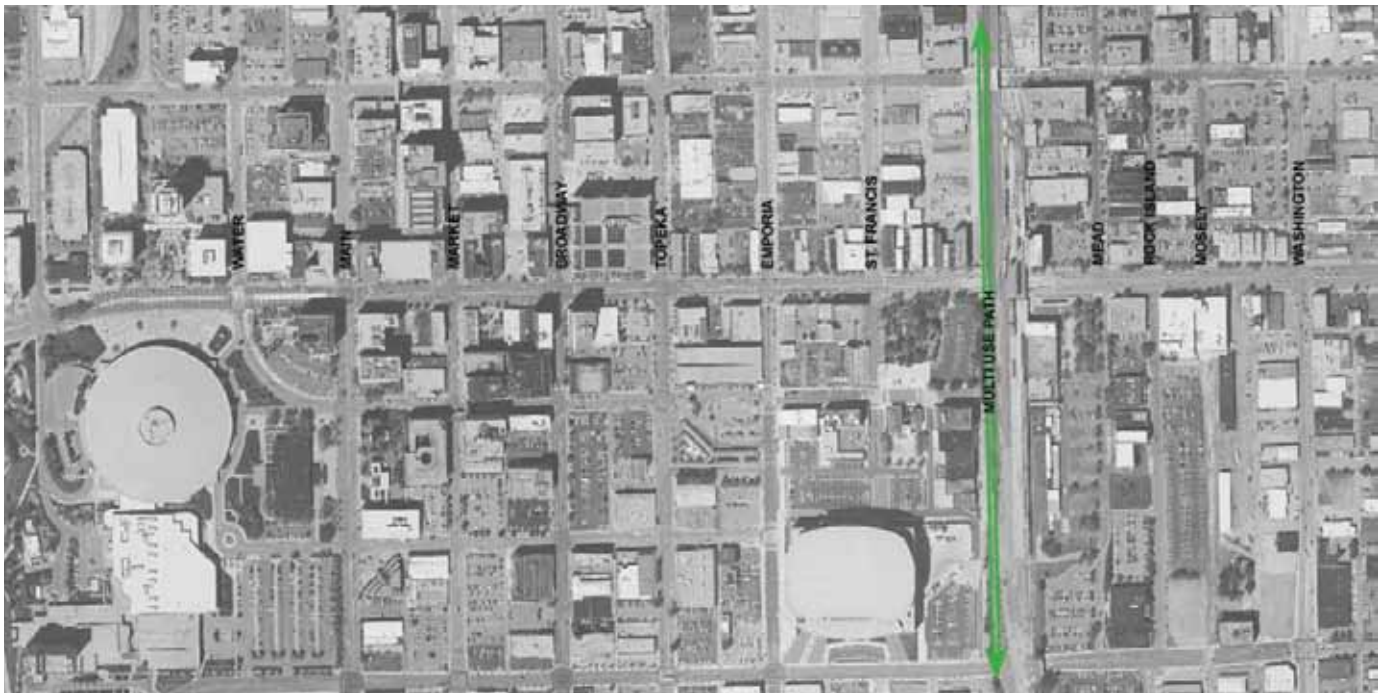
For example, the New York City plaza standards suggest the quantity of public seating that plazas should provide based upon their size. Specifically, they call for the provision of a minimum of one linear feet of seating for each 30 square feet of public plaza area. For plazas incorporating more than 10,000 square feet of space, the standards suggest the provision of at least three types of seating, including movable seating.

While the plaza at the corner of Douglas and Water currently provides sufficient outdoor seating (assuming that stairs would be used as seating areas), the other plazas along Douglas do not currently provide any public seating. Subsequent design efforts should in particular focus on providing additional public seating in these spaces in order to encourage greater street and pedestrian activity in the Downtown area.

METRIC - PUBLIC SEATING IN PLAZAS

Plaza Area	Size of Plaza (in Square Feet)	Existing Seating (in linear feet)	Seating Recommended per NYC Standards (in linear feet)
Naftzger Park	43,500	0	1,450
Kennedy Plaza (in front of Century II)	93,000	0	3,100
Plaza at southeast corner of Water & Douglas	18,500	646 *	617
Plaza on Douglas between Market & Broadway	10,000	0	333

*Assumes that stairs leading into the plaza can be used as public seating.



Multi-use trail proposed area along the rail viaduct

Proposed area for a multi-use trail along the rail viaduct

North-South Multi-Use Trail

The Downtown plan recommended that the City establish a multi-use trail, for bicyclists and pedestrians, along the side of the railroad viaduct that runs north-south through the middle of the area, crossing Douglas Avenue perpendicularly. The diagram below outlines the potential location for this trail. Given changes in grade between Douglas Avenue and the surrounding land uses and limited sight distance along Douglas in the vicinity of the rail viaduct, the plan recommends that traffic from the multi-use trail at Douglas travel to the west and cross the street at St Francis, in order to provide for a safe crossing location.

Existing rail viaduct

Passage Under the BNSF Rail Viaduct

Feedback from the public and input from City staff revealed that the sidewalk area along Douglas located underneath the BNSF rail viaduct represents one of the least attractive segments of the Douglas corridor, and its current condition discourages pedestrian activity and therefore hinders the connectivity between the Old Town district to the east and the main portion of the Downtown area, to the west.

Existing sidewalk section beneath the BNSF corridor

The current sidewalk area is very dark (which is why lighting needs to be part of the solution), somewhat dirty (minimizing surfaces that can collect dirt and gradeau, and surfaces that can be easily washed or power washed is critical), and in some ways resembles a tunnel as opposed to a bridge undercrossing. Pigeons currently reside on many of the cross beams of the rail viaduct and occasionally drop excrement upon the sidewalk and passersby. The considerable width of the rail viaduct structure creates a sizeable passageway along the Douglas corridor, and passing along the sidewalk corridor at this time is simply unappealing and is perceived as unsafe.

A pedestrian passes in the dark beneath the BNSF rail viaduct.

The Douglas plan does not provide detailed design for the rail viaduct passageway, but does provide the following general recommendations that the City staff should explore, along with railway authorities, going forward. Improvements to the area around the bridge must respect the historic nature of the structure.Any solution for the bridge must respect the historic nature of the structure.

The Rossave underpass in Dallas, Texas

Light and color enhance a sense of place

Add lighting

Backlit panels or other lighting should be added to insure a bright, cheerful, and safe place. This lighting could be part of the public art solution.

Add color

As illustrated in the pictures below, providing color, either in the design of walls or by installing colored lights, would make the rail viaduct crossing more appealing and safe for pedestrians. This strategy would also add a sense of public art to the passageway. The “mood wall” example from the Netherlands changes colors as pedestrians walk along the corridor.

Underpass example from Scotland

A “mood wall” along a bridge undercrossing in Amsterdam, The Netherlands

The pedestrian tunnel between concourses B and C at Chicago’s O’Hare International Airport

Birds roosting beneath the existing rail viaduct

An underpass in San Antonio, Texas

Public art elements beneath a viaduct

Eliminate Surfaces Where Birds Can Land

While the historical integrity of the bridge needs to be preserved, the use of “fill” panels which can eliminate surfaces where birds can land should also be considered. The use of transparent or translucent panels could accomplish this while still allowing viewers to perceive the structure of the bridge.

Provide durable, surfaces that can be easily cleaned. Cleanliness is also a key element of the solution. Surfaces should be durable and capable of being easily cleaned by water blasting or other techniques.

Add Reflective Paint

The image below of fish along a wall adjacent to a sidewalk area represents the use of reflective paint in artful forms. This strategy would lighten the appearance of the passageway and provide additional public art to the bridge undercrossing.

Add Distinct Public Art Elements

As illustrated in the picture below, the City could explore the option of hanging public art pieces from the bridge structure or the walls to add to the aesthetic appeal of the bridge undercrossing and create a more inviting environment for pedestrians.

Enclose The Passageway

Perhaps most importantly, providing a wall surface around all sides of the passageway along Douglas would eliminate the locations where pigeons could locate (I-beams, ledges, and other flat surfaces). Installing new walls along the passageway could also present opportunities to create public art as illustrated in the following photograph from a bridge undercrossing in Scotland. The colors displayed in this example pedestrian passageway change regularly. The bridge includes LED lighting and therefore uses less energy than conventional lighting treatments.

Urban Design Considerations

Providing enhanced streetscape improvements represents only part of the necessary ingredients to create a great street and a great downtown area. Surrounding land uses must support activity along the street and therefore must embrace the streetscape in terms of urban design and interaction between buildings and streetscape features. Following World War II, numerous new office building developments in Wichita and other cities featured blank walls, very few doorways, and limited architectural features facing key streets such as Douglas. This type of urban design resulted in uninviting environments that did not encourage pedestrian activity on the street.

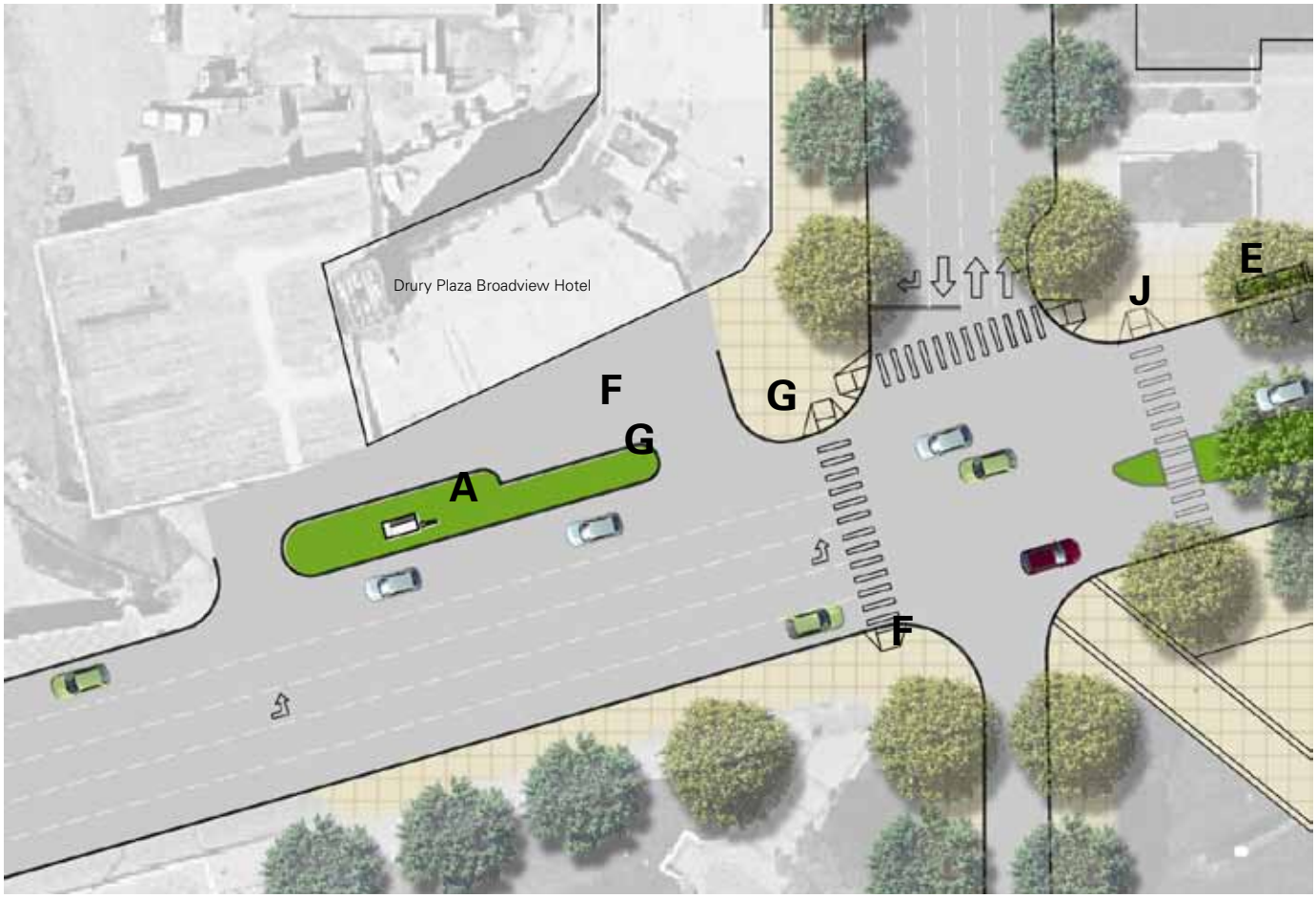
In order to support the creation of a truly "great street" along Douglas, the City should leverage all of its existing standards regarding building setback, façade, and other features to ensure that new or revitalized buildings along Douglas encourage greater levels of activity at street level. Buildings should include sizeable windows, multiple doorways, and related strategies to engage the street. For example, ongoing design and planning efforts along Douglas should reference the Downtown Master Plan, design guidelines for the Old Town district and the historic environs design guidelines.

Well-Integrated Urban Design

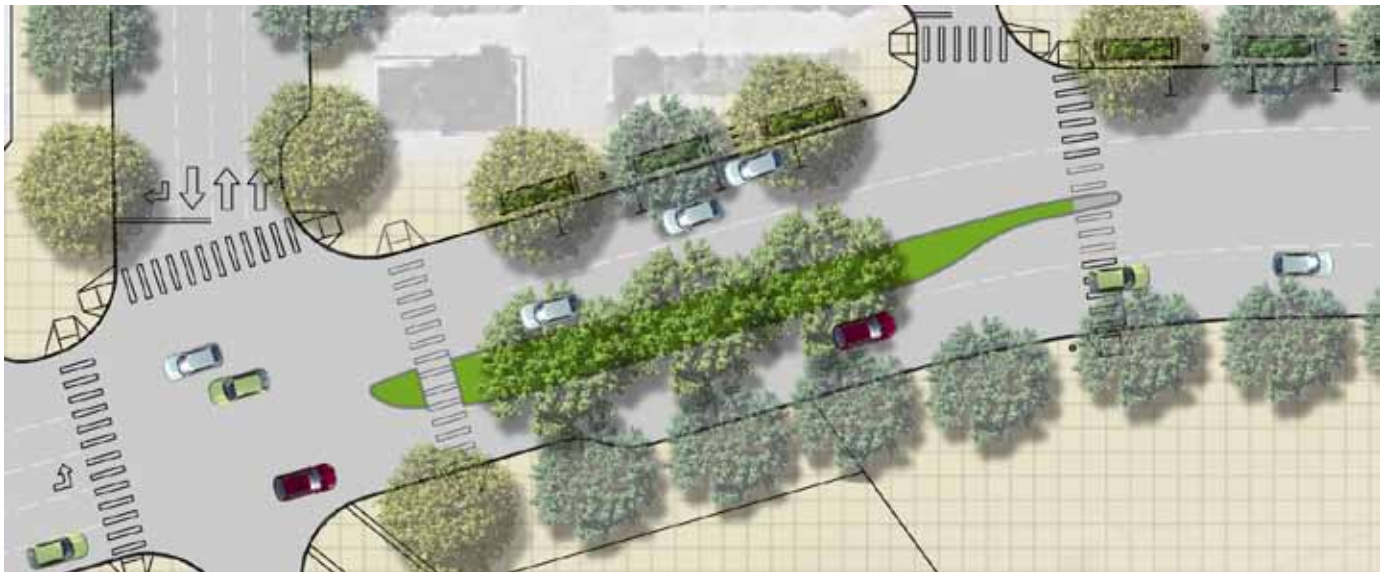
Illustrative Rendering and Perspectives

The following images provide illustrative renderings of the final Douglas plan in plan level view (looking down from above) as well as three artistic renderings of how the corridor may appear following the completion of recommended transportation and streetscape improvements. As discussed in the next section, completion of these improvements will likely occur in phases over time, as funding becomes available and as redevelopment along the corridor progresses. (Images following)

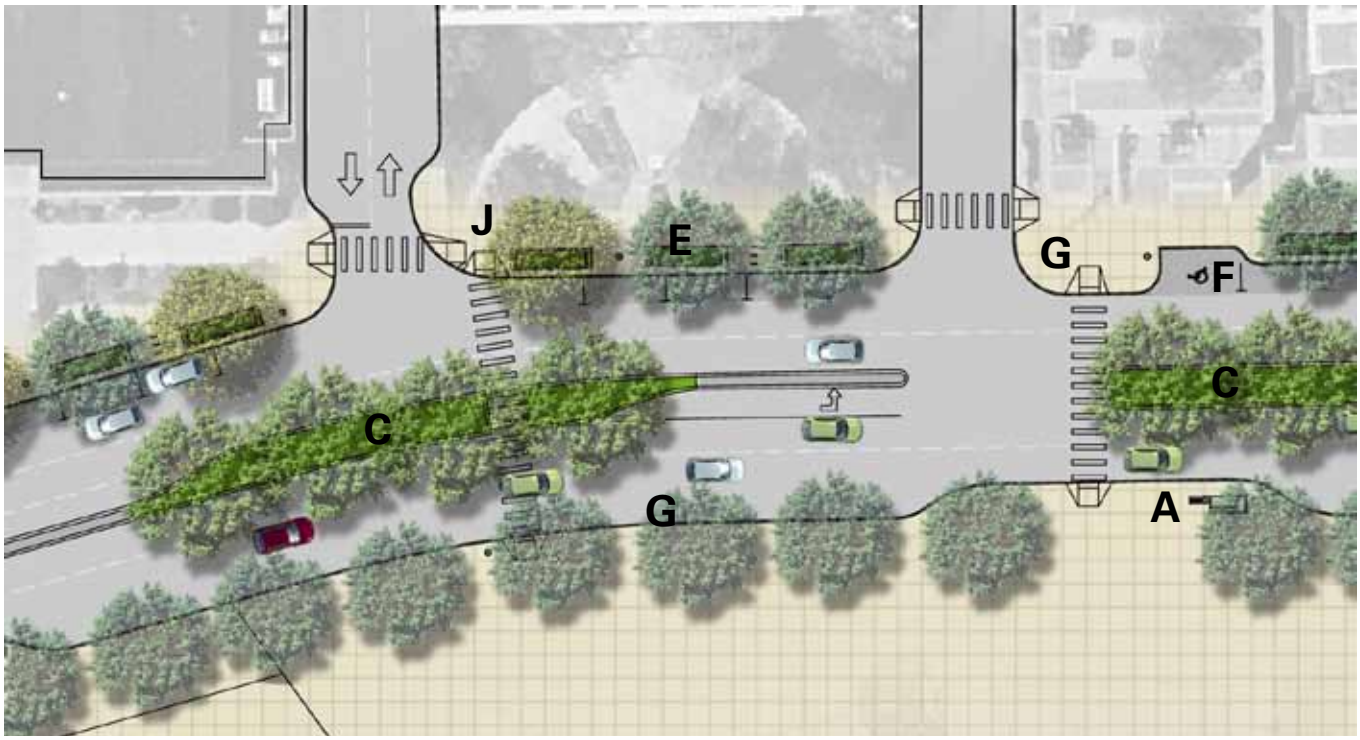
waco | transit balanced street



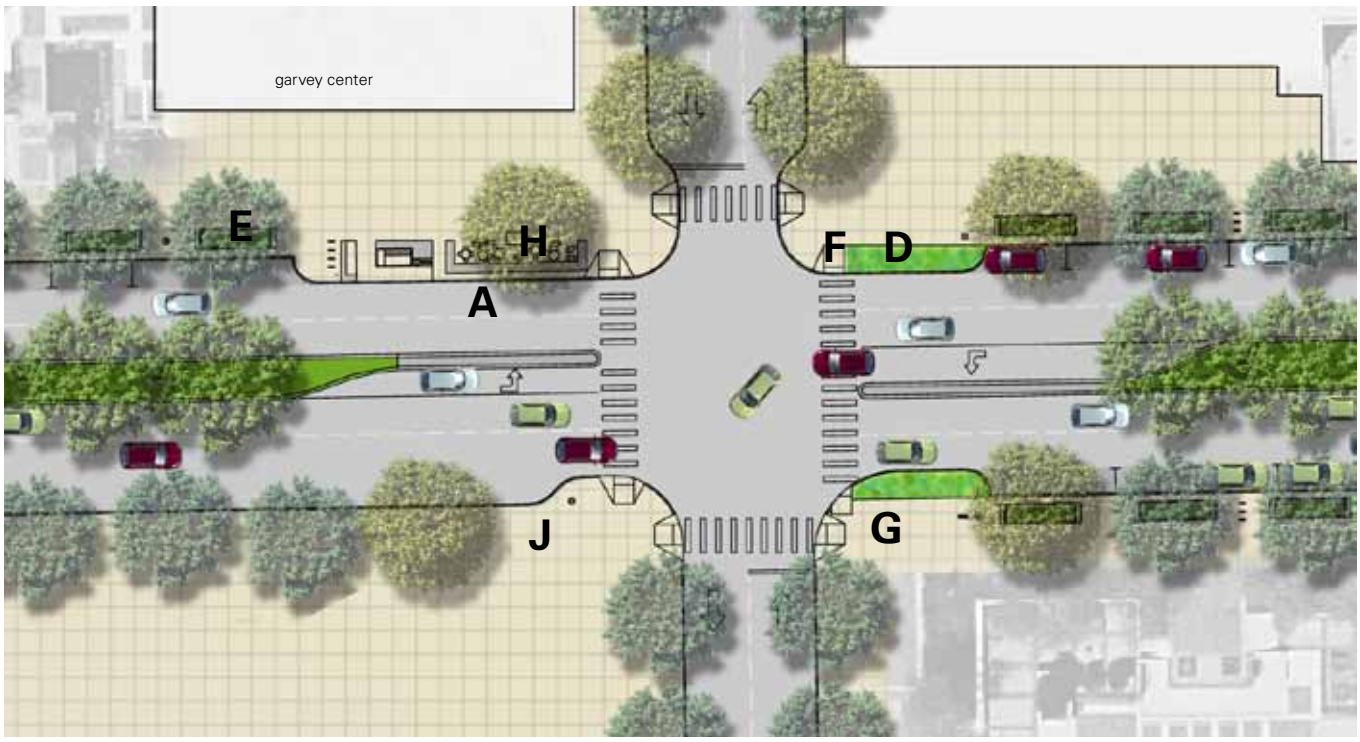
A - q-line bus stop
B - close existing curb cut
C - planted median (typical)
D - corner plantings (typical)
E - tree pit (typical)
F - enhanced ADA access - ramps/parking (typical)
G - bulb out (typical)
H - seating/dining area
I - brick paving
J - concrete with artistic scoring
K - food kiosk(s)



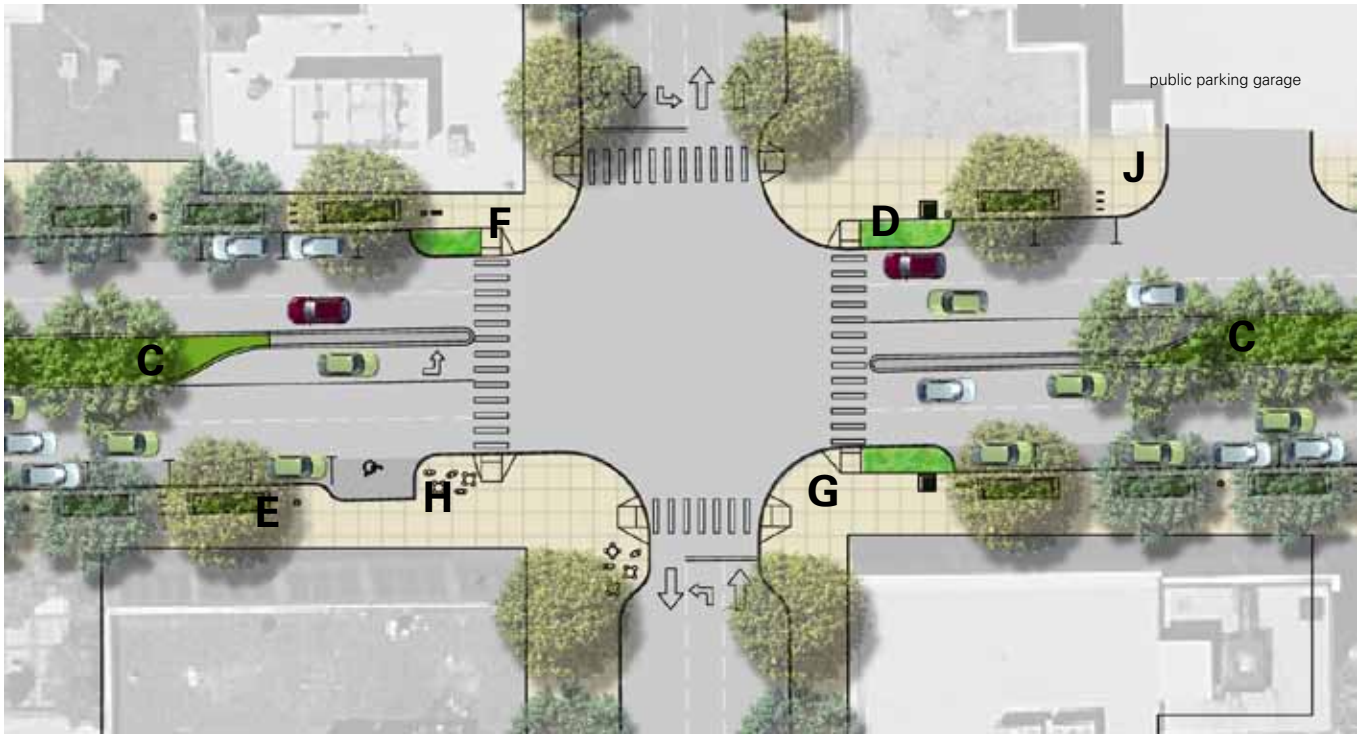
civic center | pedestrian street



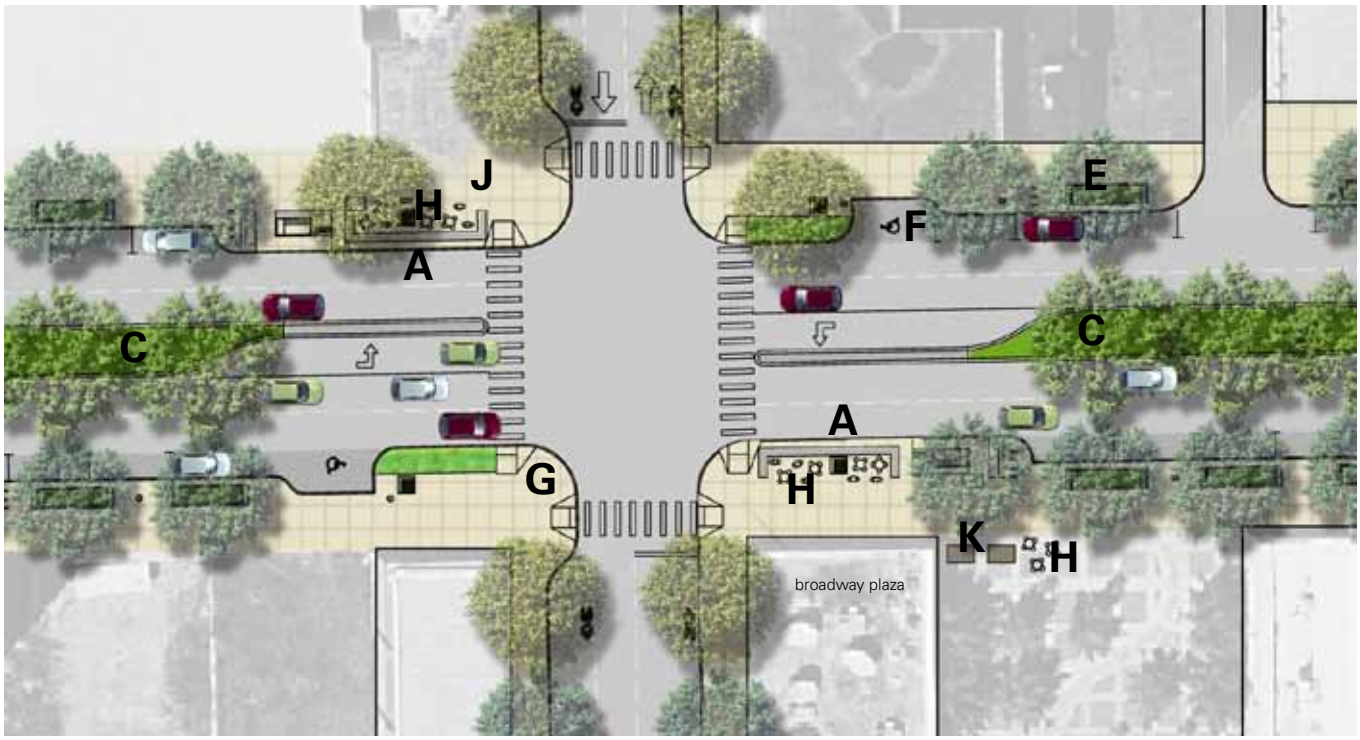
water | pedestrian street



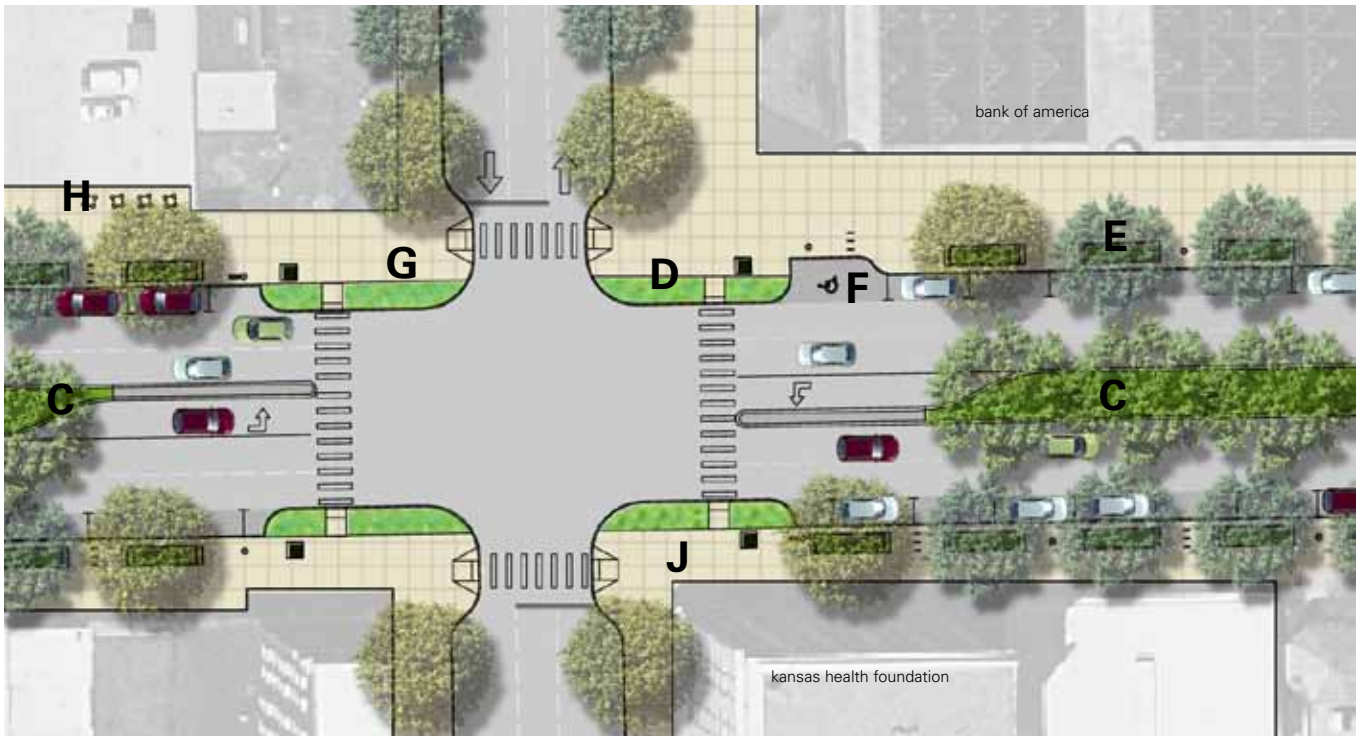
n. main | transit balanced street



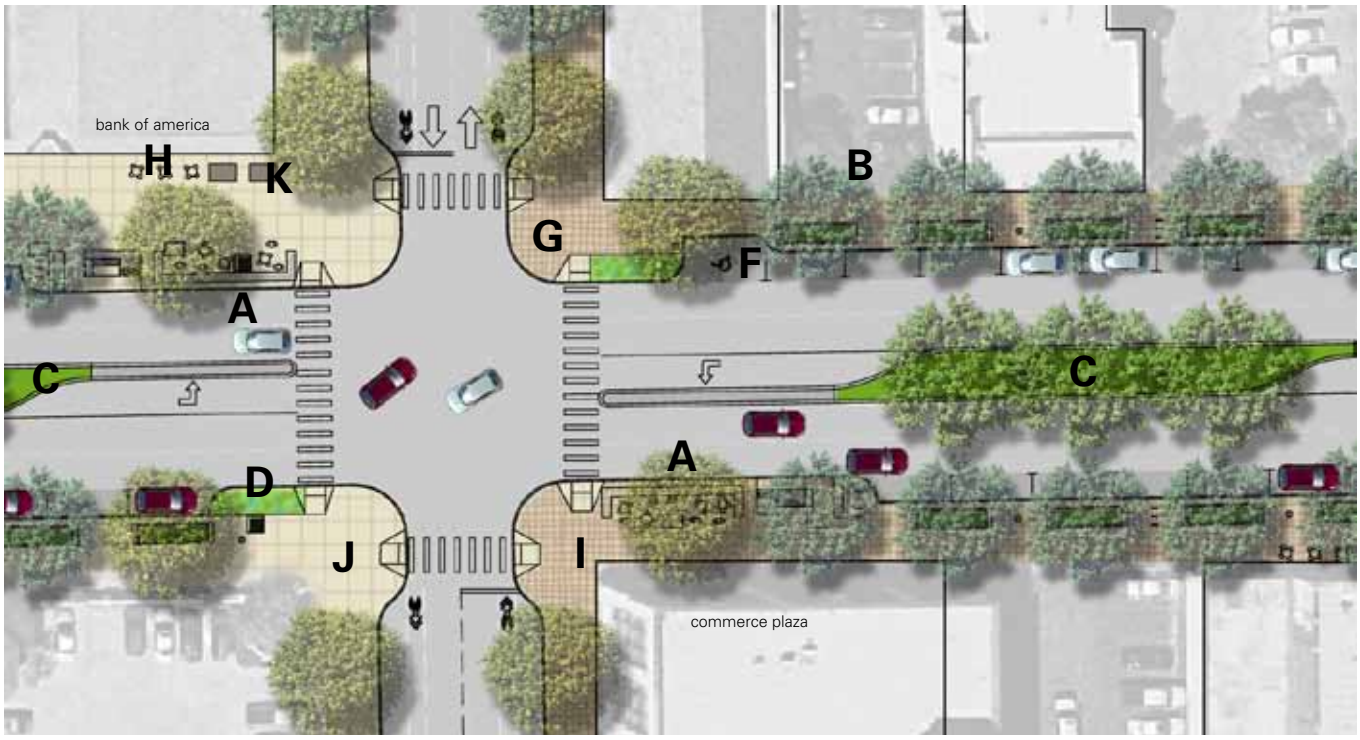
n. market | bicycle balanced street



n. broadway| automobile balanced street



n. topeka | bicycle balanced street



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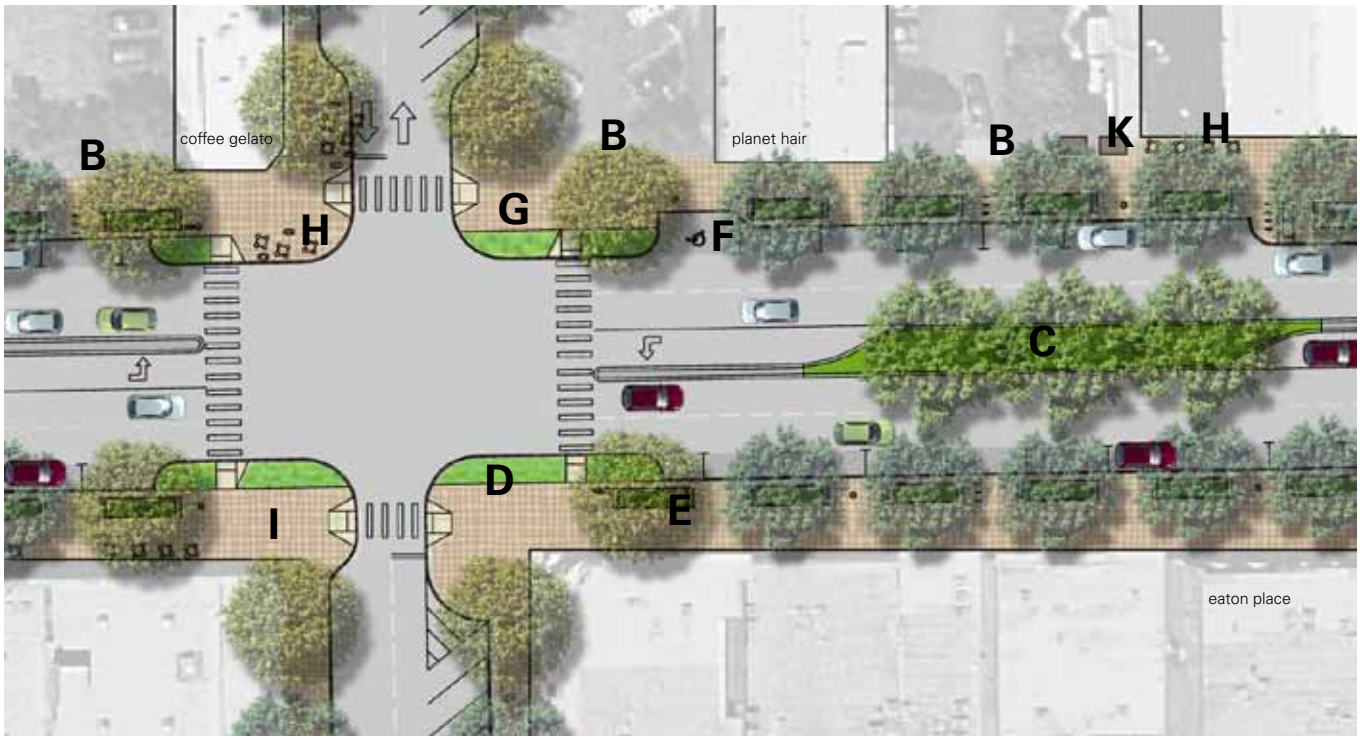
I - brick paving
J - concrete with artistic scoring
K - food kiosk(s)

n. emporia | pedestrian street



n. st. francis| pedestrian street

A - q-line bus stop
B - close existing curb cut
C - planted median (typical)
D - corner plantings (typical)
E - tree pit (typical)
F - enhanced ADA access - ramps/parking (typical)
G - bulb out (typical)
H - seating/dining area
I - brick paving
J - concrete with artistic scoring
K - food kiosk(s)

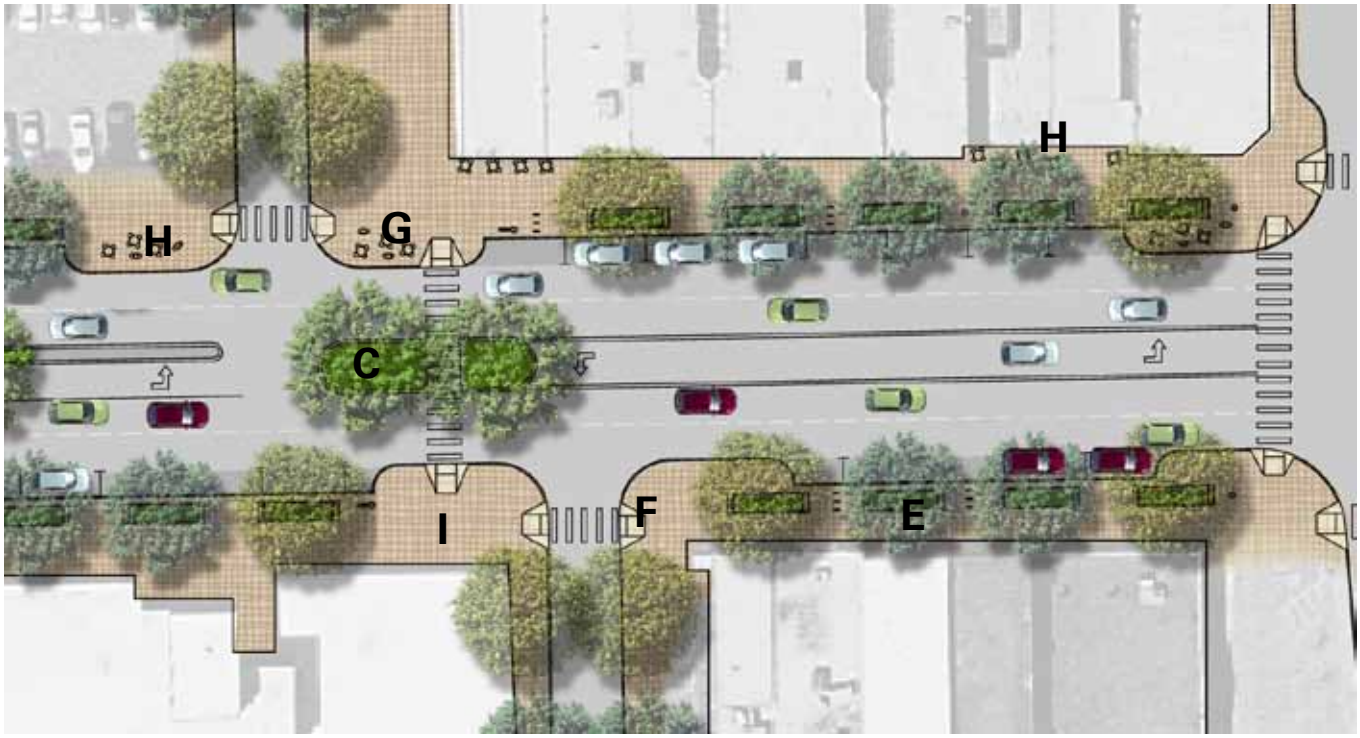
BNSF Rail Viaduct

n. mead | plaza street

n. rock island | plaza street

A - q-line bus stop
B - close existing curb cut
C - planted median (typical)
D - corner plantings (typical)
E - tree pit (typical)
F - enhanced ADA access - ramps/parking (typical)
G - bulb out (typical)
H - seating/dining area
I - brick paving
J - concrete with artistic scoring
K - food kiosk(s)

n. mosley | plaza street



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F - enhanced ADA access - ramps/parking (typical)
G - bulb out (typical)
H - seating/dining area
I - brick paving
J - concrete with artistic scoring
K - food kiosk(s)

Looking Westbound on Douglas Ave at St. Francis
Above - Design Condition
Below - Existing Condition

Looking Eastbound on Douglas Ave at Rock Island
Above - Design Condition
Below - Existing Condition

Looking Westbound on Douglas Ave at Water Street.
Above - Design Condition
Below - Existing Condition

8

IMPLEMENTATION

IMPLEMENTATION

Prioritization of Improvements

The project team has not identified a specific, year by year phasing strategy for improvements to Douglas Avenue. Instead, this section outlines the general suggested prioritization of improvements for the corridor's evolution, based upon the likely funding scenarios facing the City at the time of this planning effort. The evolution of development and redevelopment in Downtown and the availability of city, state, or federal funding will dictate the actual progression and phasing of improvements along Douglas over the next 10 to 15 years. The City should focus on the prioritized improvements with an eye to taking advantage of opportunities to leverage private collaboration and investment when they occur. Information gathered during the project suggests that the phasing of improvements along Douglas should progress as follows:

Bus Shelters and Transit-Related Improvements: Although funding at all levels of government will continue to remain fairly limited for the foreseeable future, funding for transit improvements through the Federal Transit Administration (FTA) and related federal and state sources should remain somewhat reliable over the next few years. Wichita Transit anticipates that, assuming the federal government maintain normal operations the next few years, that the City could obtain funding for transit related improvements (including bus shelters and related signage and wayfinding) for bus lines and the Q-Line along Douglas Avenue within the next two to five years. Integrating transit improvements for Wichita Transit bus lines with improvements for the Q-Line would help to develop Douglas as the main transit-focused street in the Downtown area.

Completion of the Planted Median: Given the construction-related complications that would surround installing the median on a block by block basis over many years, the plan suggests that the City should move forward with completion of the median along Douglas either entirely at once or in two or three sizeable sections within the next two to five years. Following this strategy would minimize overall construction delays and would help to change the character and appearance of the corridor markedly within a fairly short period of time. The locations of the median to be completed in a given year should tie with the locations of private sector redevelopment along the corridor. Coordinating median improvements with improvements to streetscapes and adjacent properties would help to minimize the impacts of construction along the corridor.

Streetscape Improvements: Finally, the City should work to complete recommended streetscape improvements, including site furnishings, planting areas along the sides of the street, any remaining curbouts, and crosswalk facilities, in block by block segments as redevelopment progresses along these particular segments of the Douglas corridor. Tying the completion of these streetscape amenities to the evolution of private development makes sense because the City may be able to leverage private investment (in the form of Tax Increment Financing, assessment, or other tools) to help fund streetscape improvements along various segments of Douglas.

The execution of the potential median and streetscape improvements along Douglas should tie with the City's development incentives policy for the Downtown area. This policy is designed to help identify and fund public investments concurrently with private sector projects that would help have a catalytic effect that would benefit the entire corridor. Ideally, the redevelopment of a given segment of Douglas, coupled with associated median and streetscape improvements, would lead to further redevelopment up and down the corridor.

Cost Estimate Summary

Based upon detailed measurements of the recommended plan for Douglas and assumptions drawn from experience in Wichita and elsewhere around the country, the project team estimates that the total cost of improvements outlined in this document total approximately XXX dollars. The following outlines the costs for key components of the cost estimate. The Appendix provides greater levels of detail concerning the cost components.

DOUGLAS AVENUE COST ESTIMATE	
Sidewalk	$892,524
Porous Pavement (in parallel parking spaces and between tree pits)	$209,406
Bus Stops	$500,000
Curbs (including demolition)	$245,330
Left Turn Bays	$91,200
Traffic Signal and Intersection Improvements (for change from one-way to two-way streets)	$545,000
Pedestrian Crosswalk Signal	$50,000
ADA Ramps	$40,600
Trash Receptacles, Newspaper Vending, Benches, Bike Racks	$621,088
Median Plantings	$253,592
Street Trees	$162,400
Rain Gardens	$79,838
New street lights	$260,000
Banners, Signage, and Wayfinding	$262,600
Public Art	$421,358
Subtotal ---->	**$4,634,935**
Contingency (20%)	$926,987
Design Fees (10%)	$556,192
Finance and Administrative Costs (5%)	$278,096
Total Cost ----->	**$6,396,210**

Integration with CIP

As the City of Wichita develops its Capital Improvements Program (CIP) on a yearly basis, City staff will continue to consult this plan document to identify improvement items for Douglas to include on the CIP. The CIP provides a schedule of anticipated city projects and cost amounts, stretching out up to ten years into the future. This plan will help the City staff identify its requests for funding for capital expenditures for the Douglas corridor on a year by year basis.

Potential Funding Sources

Potential funding sources for ongoing improvements along the Douglas corridor include funding produced from tax increment financing of new development in the Downtown area, or from funds distributed through the City's CIP. The timing of funding from the City for improvements along particular stretches of Douglas will likely tie with the introduction of private sector redevelopment projects along particular blocks of the corridor. As a given block or set of blocks experience redevelopment, the City will work with developers to identify TIF funding and CIP monies to fund median and streetscape improvements in that particular stretch of Douglas.

Additional sources of funding may include monies produced from special assessments levied on certain portions of the Downtown area. Cities in Kansas, under state statute, often create benefit districts for public improvements and collect an additional property tax assessment to fund public improvements that directly benefit the properties within the district. The City used this strategy of special assessments to generate funding for public improvements in the Old Town district and could replicate this strategy along the Douglas corridor.

The City could also work to include funding from state and federal sources, including the Transportation Enhancement Grant Program and Federal Transit Administration grants, to pay for streetscape and median improvements along the Douglas corridor.

In general, this plan recommends that that City and potential private sector partners along Douglas work to leverage potential federal funding and resources to

the extent possible to fund improvements along the corridor. Beyond federal funding, each project along Douglas is likely to involve the combination of multiple sources of funding (state, local, private sector, etc.), and not just one or two direct sources of funding.

Maintenance Strategies

Further developing Douglas Avenue as a signature corridor for Wichita is a primary objective of this plan. On-going high quality maintenance of improvements made to the corridor is certainly a primary objective as well. Cities across the country have taken several creative approaches to complement the services they provide to help ensure high quality maintenance is achieved.

The City should continue to engage organizations such as the Old Town Association, the Wichita Downtown Development Corporation, East Douglas Design District, the Delano Business District and Downtown property owners to further explore how this may be approached in Wichita. Examples of such partnerships are the Oklahoma City Business Improvement District, the Dallas West End District, and the Milwaukee Third Ward. In each the corresponding city works with the organizations to complement the services they provide as a city.

Through key-pad polling at the final presentation on October 27 additional options were explored; 44 percent of the respondents favored using proceeds from paid parking to fund ongoing maintenance along Douglas, whereas 30 percent favored the use of sales tax collected and 19 percent favored utilizing a portion of general property tax revenues to fund ongoing maintenance. The City, along with the various organizations, may explore these or a combination of such alternate sources to help fund the maintenance costs going forward.

Other opportunities such as business adoption of adjacent streetscapes, organized multi-occurrence downtown clean sweeps and companies providing one-time contributions such as the donation of trees to commemorate benchmarks as a business' anniversary, etc. are all ways to contribute toward an on-going high-quality maintenance program.

Integration With City Plans

The project team anticipates that the Wichita City Council and Wichita Planning Commission will accept and endorse this plan in early 2012, through an official City resolution. The City staff will then use this document as a guide to carry out individual improvements along the Douglas corridor as spelled out in this plan over the next several years, as opportunities arise and funding becomes available. The City staff will also use this document as a guide in creating lists of proposed projects for funding through the CIP on an annual or semi-annual basis. While the Douglas plan will not become part of the City's comprehensive plan, this document will directly guide City staff in the near future and provide a roadmap for ongoing improvements along the corridor.

MAINTENANCE BUDGET SUMMARY		Notes
Porous Pavement	$628	Includes annual vacuuming
Sidewalks	$44,626	Brooming and powerwashing
Rain Gardens	$9,900	
Street Trees	$4,060	Includes pruning, leaf removal
Bus Stops	$6,240	Includes regular monitoring and upkeep (paint, litter removal, etc.)
Bench Replacement	$38,100	
Trash Receptacles	$13,335	
Bike Racks	$6,824	
Litter Removal, Minor Paint Touchups	$39,936	Includes district wide litter removal and minor maintenance
Median Planting	$49,133	
Banner Replacement	$10,400	
Pedestrian / Vehicular Wayfinding Signs Replacement	$1,300	
Interpretive Signage Replacement	$1,430	
Public Art Maintenance and Replacement	$21,068	
TOTAL --->	**$246,980**	

Estimate of annual maintenance costs

9

APPENDIX

ARTICLE A

Benefits of Healthy Street Trees

Healthy street trees provide a variety of benefits for streetscapes and for local communities, including:

•Healthy trees reduce the quantity of stormwater flowing into local sewers and streams
•Improvement of local air, soil, and water quality
•Reduction of atmospheric carbon dioxide (CO2)
•Healthy street trees provide environments conducive to wildlife habitat, including birds
• . Healthy street trees enhance property values
•The presence of street trees tends to slow the speed of adjacent traffic
•Enhanced community attractiveness and increased investment
•Enhances overall pedestrian and human well being

When asked what is missing from the current design of Douglas, participants at the community meetings indicated that shady areas are the number one component missing from the streetscape. Community members also indicated that providing increased shade and tree canopy along Douglas would generate the greatest positive impacts in terms of improving pedestrian safety and comfort along the corridor.

Recommended Tree Types

The primary recommended tree along Douglas Avenue, including both areas along the sides of the street and within the planted median, is Plantanus x acerifolia 'Yarwood' , better known as the 'Yarwood' London Plane Tree. This tree has very attractive bark with patches of cream, olive and brown colors which that are attractive during the winter season. The typical fall colors for the Yarwood tree are yellow or bronze/gold. The Yarwood tree has an oval or rounded shape and reaches 65 to 70 feet in height at full maturity. The tree is often used in urban conditions and is moderately tolerant of salt, atmospheric pollution and root compaction. The Yarwood prefers moist soils but can tolerate drier conditions as well.

'Yarwood' London Plane Tree

'Yarwood' London Plane Tree - Streetscape Condition

The Yarwood produces fruit and bark during the summer and larger leaves during the fall that will require clean-up.

The National Tree Benefit Calculator, a tool developed by Davey Resource Group, indicates that a 12-inch caliper London Planetree will intercept 2,290 gallons of stormwater runoff in a year, conserve 62 Kilowatt hours of electricity and reduce atmospheric carbon by 357 pounds.

To accent the street corners along the Douglas corridor, the project team recommends the installation of the Ulmus carpinifolia x 'Homestead' tree to create a vase-like space that would better integrate with the bus stops and seating areas recommended at these locations. This variety of elm tree produces a yellow fall color and boasts a high tolerance level to urban stress and street salts. The National Tree Benefit Calculator indicates that a 12-inch caliper Elm will intercept 2,707 gallons of stormwater runoff in a year, conserve 53 Kilowatt hours of electricity and reduce atmospheric carbon by 378 pounds. Other elms that would thrive along Douglas include the 'Emerald Sunshine', 'Frontier', and 'Princeton' varieties.

'Homestead' Elm Tree

The following tree selections are also recommended for use in the downtown area:

- Chinese Pistache
- Lacebark Elm 'Emerald Prairie', 'Allee', and Everclear (narrow variety)
- Zelkova 'Green Vase'
- Male Gingko
- Swamp White Oak
- Shumard Oak

Rhus Aromatic 'Gro-low'

Little Bluestem

Equisetum Hyemale

Pennsylvania Sedge

Recommended Plant Types

In the tree pits and planting areas the project team recommends a monochromatic planting scheme that allows for relatively low maintenance treatments. The plantings in the median must be highly tolerant of salt and snow maintenance. The Fragrant Sumac, Rhus aromatic 'Gro-low', often used as a ground cover, is low maintenance and tolerant of a variety of soil types and drought conditions. It is a dense, low-growing deciduous shrub that grows to no greater than two feet in height and produces orange to reddish-purple fall colors.

The tree pits along Douglas could combine large masses of native grasses that have lower maintenance and watering requirements. Little Bluestem, Schizachyrium scoparium, is a low maintenance, ornamental grass that grows two to four feet in height. It is one of the dominant grasses that grow in the rich and fertile soils of the tallgrass prairies of Kansas, demonstrating purplish-bronze blooms from August to February. The little bluestem could be used as an appropriate grass within rain garden areas along Douglas and adjacent streets.

The tree pits and planting areas could also include plantings of the sunspot, or "dwarf", variety of the sunflower plant. The sunflower is the state flower of Kansas and adding this planting to the streetscape could help reinforce the status of Douglas as the postcard avenue for the largest city in the state.

The Winter Scouring Rush or Horsetail plant, Equisetum hyemale, is extremely hardy and grows from two to four feet in height. This species features rigid, rough, hollow, vertically-ridged, jointed-and-segmented, bamboo-like, dark green stems (of up to one-half inch diameter at the base). This plant would also be appropriate for use in a rain garden.

Pennsylvania Sedge, Carex pensylvanica, is an excellent ground cover plant for dry, shady areas. It grows to about one foot in height and provides a thick mat of plant growth area, thereby providing an excellent seasonal cover. Pennsylvania Sedge flowers in reddish brown colors during the spring and summer.

ARTICLE B | *Community Design Charrette and Public Open House – July 28, 2011*

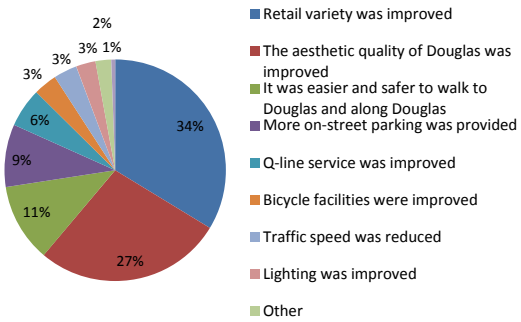
Douglas Avenue – TOD Study – Keypad Polling Results – Meeting 1

Transit Oriented Development and Streetscape Plan

PROJECT DOWNTOWN · CITY OF WICHITA · DOWNTOWN · WAMPO Wichita Area Metropolitan Planning Organization · DESIGNWORKSHOP

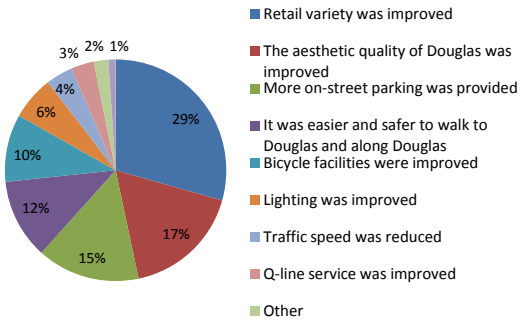
I would shop or conduct business on Douglas more often if: (Choose your top three)

Key Pad Polling



	Response Count	Percent
Retail variety was improved	59	34%
The aesthetic quality of Douglas was improved	48	27%
It was easier and safer to walk to Douglas and along Douglas	20	11%
More on-street parking was provided	16	9%
Q-line service was improved	10	6%
Bicycle facilities were improved	6	3%
Traffic speed was reduced	6	3%
Lighting was improved	5	3%
Other	4	2%
Noise was reduced	1	1%
Totals	**175**	**100%**

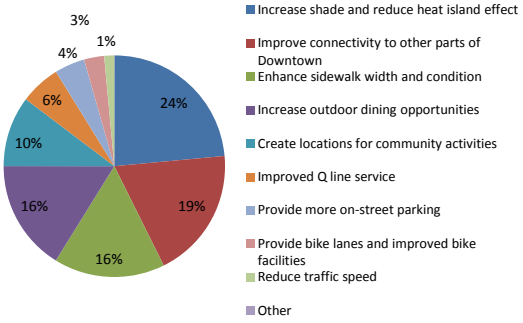
Online Survey



	Response Count	Percent
Retail variety was improved	194	29%
The aesthetic quality of Douglas was improved	114	17%
More on-street parking was provided	99	15%
It was easier and safer to walk to Douglas and along Douglas	77	12%
Bicycle facilities were improved	65	10%
Lighting was improved	42	6%
Traffic speed was reduced	26	4%
Q-line service was improved	22	3%
Other	14	2%
Noise was reduced	7	1%
Total	**229**	

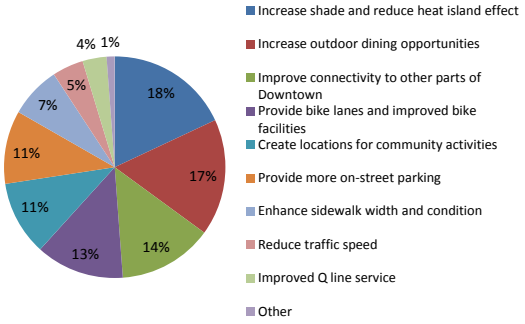
Which of the following community considerations is most important to the design of Douglas Avenue? (Choose your top three)

Key Pad Polling



	Response Count	Percent
Increase shade and reduce heat island effect	16	24%
Improve connectivity to other parts of Downtown	13	19%
Enhance sidewalk width and condition	11	16%
Increase outdoor dining opportunities	11	16%
Create locations for community activities	7	10%
Improved Q line service	4	6%
Provide more on-street parking	3	4%
Provide bike lanes and improved bike facilities	2	3%
Reduce traffic speed	1	1%
Other	0	0%
Totals	**68**	**100%**

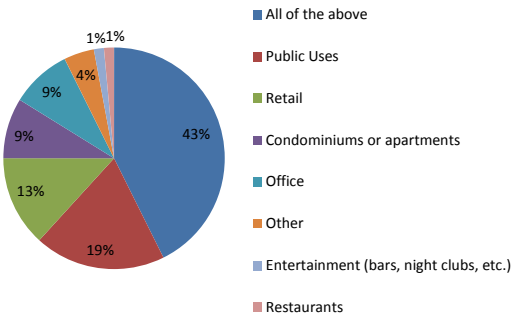
Online Survey



	Response Count	Percent
Increase shade and reduce heat island effect	123	18%
Increase outdoor dining opportunities	116	17%
Improve connectivity to other parts of Downtown	94	14%
Provide bike lanes and improved bike facilities	88	13%
Create locations for community activities	74	11%
Provide more on-street parking	73	11%
Enhance sidewalk width and condition	51	7%
Reduce traffic speed	31	5%
Improved Q line service	24	4%
Other	8	1%
Total	**233**	

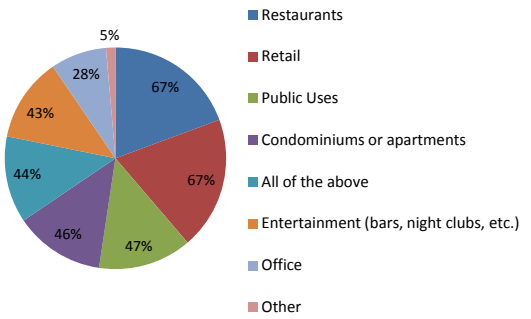
I would be in favor of the following types of land use along Douglas: (Check all that apply)

Key Pad Polling



	Response Count	Percent
All of the above	29	43%
Public Uses	13	19%
Retail	9	13%
Condominiums or apartments	6	9%
Office	6	9%
Other	3	4%
Entertainment (bars, night clubs, etc.)	1	1%
Restaurants	1	1%
Totals	**68**	**100%**

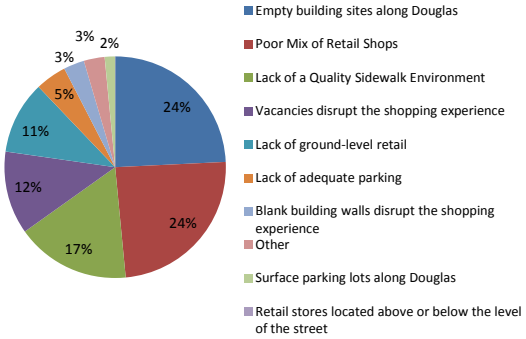
Online Survey



	Response Count	Response Percent
Restaurants	156	67%
Retail	156	67%
Public Uses	110	47%
Condominiums or apartments	106	46%
All of the above	102	44%
Entertainment (bars, night clubs, etc.)	99	43%
Office	66	28%
Other	11	5%
Total		**233**

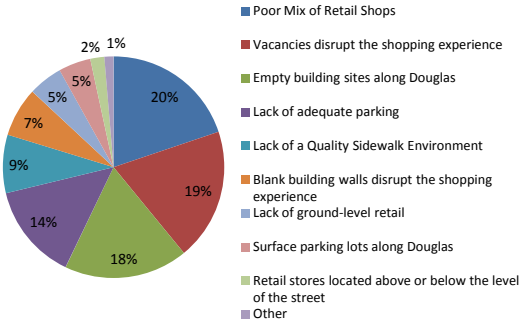
What are the greatest constraints to a healthy retail experience on Douglas Avenue? (Choose top three)

Key Pad Polling



	Response Count	Percent
Empty building sites along Douglas	16	24%
Poor Mix of Retail Shops	16	24%
Lack of a Quality Sidewalk Environment	11	17%
Vacancies disrupt the shopping experience	8	12%
Lack of ground-level retail	7	11%
Lack of adequate parking	3	5%
Blank building walls disrupt the shopping experience	2	3%
Other	2	3%
Surface parking lots along Douglas	1	2%
Retail stores located above or below the level of the street	0	0%
Totals	**66**	**100%**

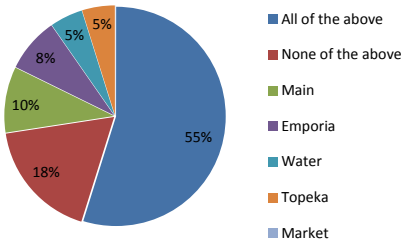
Online Survey



	Response Count	Percent
Poor Mix of Retail Shops	135	20%
Vacancies disrupt the shopping experience	131	19%
Empty building sites along Douglas	123	18%
Lack of adequate parking	96	14%
Lack of a Quality Sidewalk Environment	58	9%
Blank building walls disrupt the shopping experience	49	7%
Lack of ground-level retail	34	5%
Surface parking lots along Douglas	32	5%
Retail stores located above or below the level of the street	14	2%
Other	9	1%
Total	**232**	

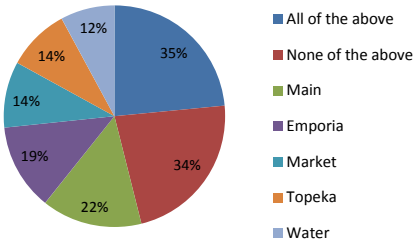
I would be in favor of converting the following cross streets to Douglas from one-ways to two-ways: (Choose all that apply)

Key Pad Polling



	Response Count	Percent
All of the above	34	55%
None of the above	11	18%
Main	6	10%
Emporia	5	8%
Water	3	5%
Topeka	3	5%
Market	0	0%
Totals	**62**	**100%**

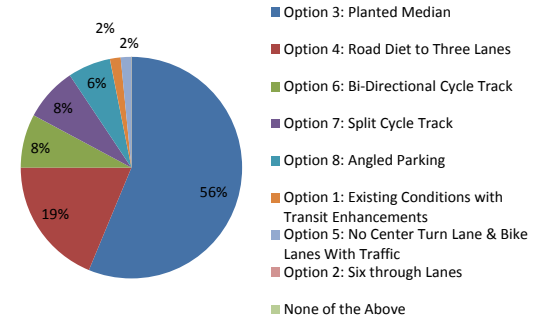
Online Survey



	Response Count	Percent
All of the above	80	35%
None of the above	77	34%
Main	50	22%
Emporia	43	19%
Market	33	14%
Topeka	31	14%
Water	27	12%
Total		**230**

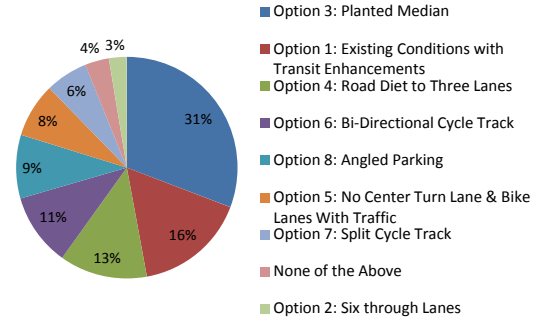
I am in favor of the following street section option along Douglas: (Choose one)

Key Pad Polling



	Response Count	Percent
Option 3: Planted Median	36	56%
Option 4: Road Diet to Three Lanes	12	19%
Option 6: Bi-Directional Cycle Track	5	8%
Option 7: Split Cycle Track	5	8%
Option 8: Angled Parking	4	6%
Option 1: Existing Conditions with Transit Enhancements	1	2%
Option 5: No Center Turn Lane & Bike Lanes With Traffic	1	2%
Option 2: Six through Lanes	0	0%
None of the Above	0	0%
Totals	**64**	**100%**

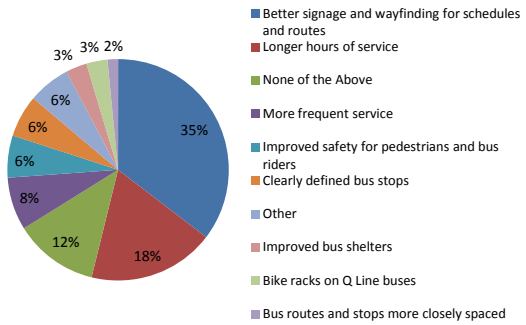
Online Survey



	Response Count	Percent
Option 3: Planted Median	70	31%
Option 1: Existing Conditions with Transit Enhancements	37	16%
Option 4: Road Diet to Three Lanes	29	13%
Option 6: Bi-Directional Cycle Track	24	11%
Option 8: Angled Parking	21	9%
Option 5: No Center Turn Lane & Bike Lanes With Traffic	18	8%
Option 7: Split Cycle Track	14	6%
None of the Above	8	4%
Option 2: Six through Lanes	6	3%
Total		**227**

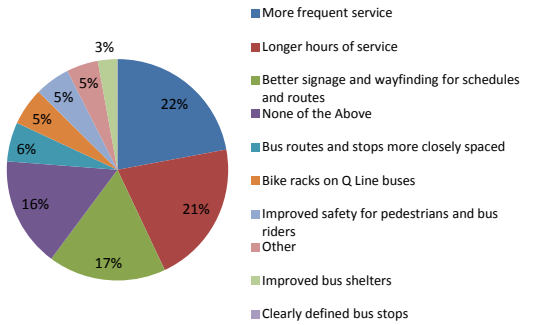
I would use public transit in the downtown area more frequently if the following were provided : (Choose your top two)

Key Pad Polling



	Response Count	Percent
Better signage and wayfinding for schedules and routes	23	35%
Longer hours of service	12	18%
None of the Above	8	12%
More frequent service	5	8%
Improved safety for pedestrians and bus riders	4	6%
Clearly defined bus stops	4	6%
Other	4	6%
Improved bus shelters	2	3%
Bike racks on Q Line buses	2	3%
Bus routes and stops more closely spaced	1	2%
Totals	**65**	**100%**

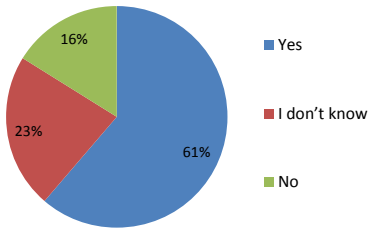
Online Survey



	Response Count	Percent
More frequent service	77	22%
Longer hours of service	73	21%
Better signage and wayfinding for schedules and routes	60	17%
None of the Above	56	16%
Bus routes and stops more closely spaced	20	6%
Bike racks on Q Line buses	19	5%
Improved safety for pedestrians and bus riders	18	5%
Other	16	5%
Improved bus shelters	10	3%
Clearly defined bus stops		0%
Total	**212**	

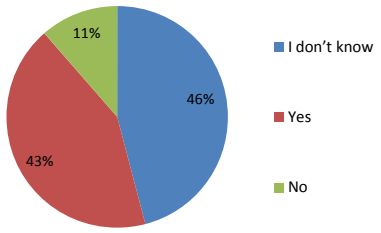
I would be in favor of aligning the Q route to follow Douglas Avenue more directly: Choose one)

Key Pad Polling



	Response Count	Percent
Yes	38	61%
I don't know	14	23%
No	10	16%
Totals	**62**	**100%**

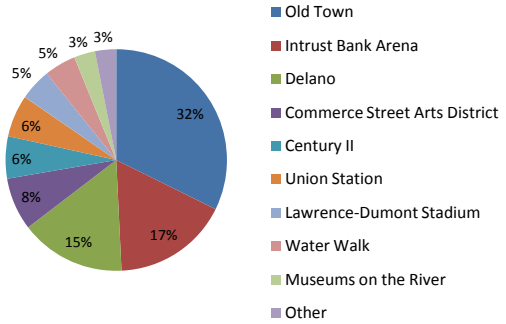
Online Survey



	Response Count	Response Percent
Yes	94	43%
No	25	11%
I don't know	101	46%
Total		**220**

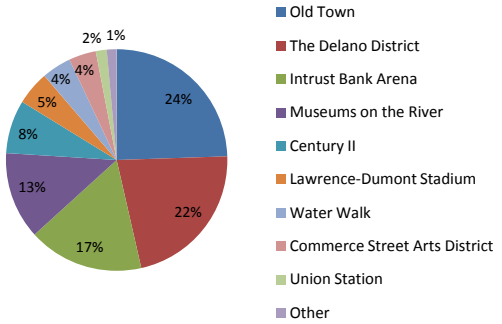
I believe the Q line must directly access the following destinations: (Choose your top three)

Key Pad Polling



	Response Count	Percent
Old Town	21	32%
Intrust Bank Arena	11	17%
Delano	10	15%
Commerce Street Arts District	5	8%
Century II	4	6%
Union Station	4	6%
Lawrence-Dumont Stadium	3	5%
Water Walk	3	5%
Museums on the River	2	3%
Other	2	3%
Totals	**65**	**100%**

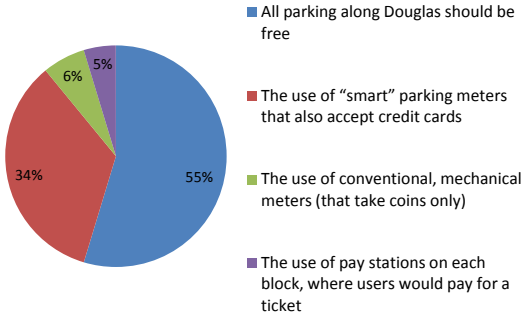
Online Survey



	Response Count	Percent
Old Town	154	24%
The Delano District	138	22%
Intrust Bank Arena	106	17%
Museums on the River	80	13%
Century II	49	8%
Lawrence-Dumont Stadium	31	5%
Water Walk	27	4%
Commerce Street Arts District	25	4%
Union Station	10	2%
Other	9	1%
Total	**212**	

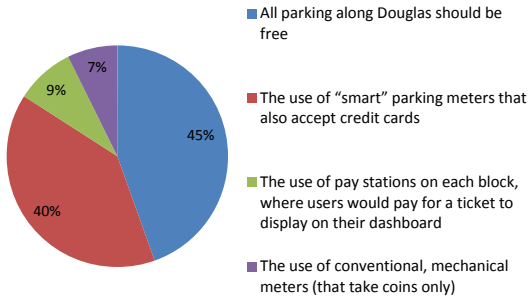
I would prefer the following strategy in providing on-street parking along Douglas: (Choose one)

Key Pad Polling



	Response Count	Percent
All parking along Douglas should be free	35	55%
The use of "smart" parking meters that also accept credit cards	22	34%
The use of conventional, mechanical meters (that take coins only)	4	6%
The use of pay stations on each block, where users would pay for a ticket	3	5%
Totals	**64**	**100%**

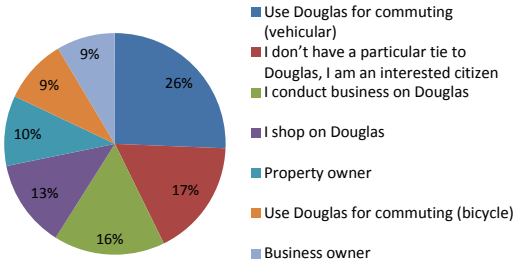
Online Survey



	Response Count	Percent
All parking along Douglas should be free	98	45%
The use of "smart" parking meters that also accept credit cards	87	40%
The use of pay stations on each block, where users would pay for a ticket that they would display on their front dashboard	19	9%
The use of conventional, mechanical meters (that take coins only)	16	7%
Total		**220**

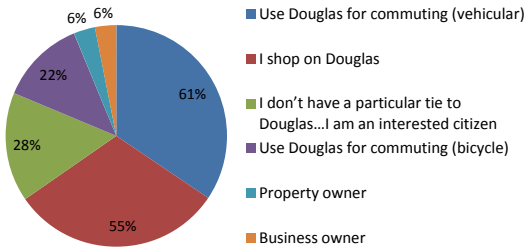
My tie to Douglas Avenue is the following: (Choose all that apply)

Key Pad Polling



	Response Count	Percent
Use Douglas for commuting (vehicular)	30	26%
I don't have a particular tie to Douglas, I am an interested citizen	20	17%
I conduct business on Douglas	19	16%
I shop on Douglas	15	13%
Property owner	12	10%
Use Douglas for commuting (bicycle)	11	9%
Business owner	10	9%
Totals	**117**	**100%**

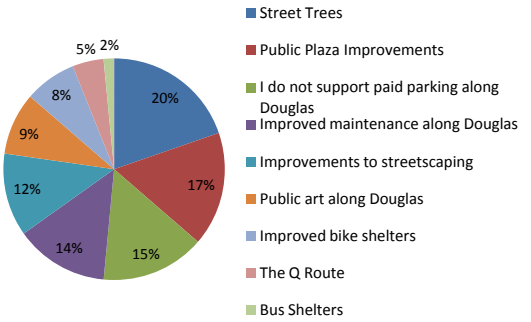
Online Survey



	Response Count	Percent
Use Douglas for commuting (vehicular)	155	61%
I shop on Douglas	139	55%
I don't have a particular tie to Douglas…I am an interested citizen	72	28%
Use Douglas for commuting (bicycle)	56	22%
Property owner	14	6%
Business owner	14	6%
Total		**255**

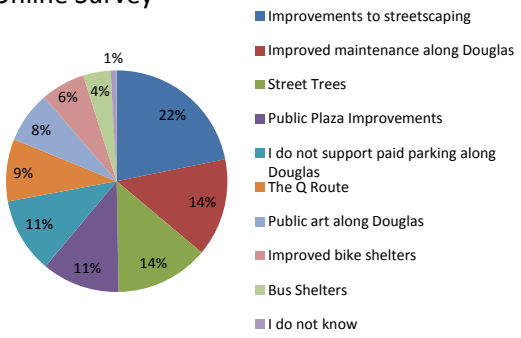
Would you support using the additional revenue from paid parking along Douglas to fund: (Choose top three)

Key Pad Polling



	Response Count	Percent
Street Trees	13	20%
Public Plaza Improvements	11	17%
I do not support paid parking along Douglas	10	15%
Improved maintenance along Douglas	9	14%
Improvements to streetscaping	8	12%
Public art along Douglas	6	9%
Improved bike shelters	5	8%
The Q Route	3	5%
Bus Shelters	1	2%
I do not know	0	0%
Totals	**66**	**100%**

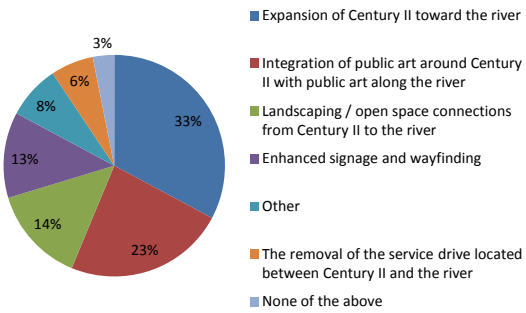
Online Survey



	Response Count	Percent
Improvements to streetscaping	125	22%
Improved maintenance along Douglas	82	14%
Street Trees	78	14%
Public Plaza Improvements	65	11%
I do not support paid parking along Douglas	63	11%
The Q Route	52	9%
Public art along Douglas	43	8%
Improved bike shelters	37	6%
Bus Shelters	23	4%
I do not know	5	1%
Total	**218**	

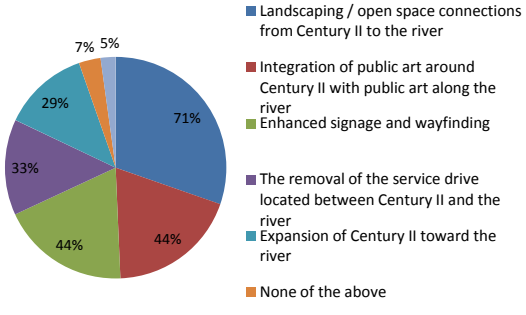
I would favor the following strategies to better tie Douglas to the Arkansas River: (Choose all that apply)

Key Pad Polling



	Response Count	Percent
Expansion of Century II toward the river	21	33%
Integration of public art around Century II with public art along the river	15	23%
Landscaping / open space connections from Century II to the river	9	14%
Enhanced signage and wayfinding	8	13%
Other	5	8%
The removal of the service drive located between Century II and the river	4	6%
None of the above	2	3%
Totals	**64**	**100%**

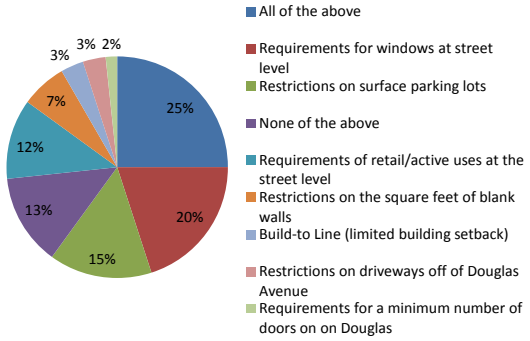
Online Survey



	Response Count	Response Percent
Landscaping / open space connections from Century II to the river	152	71%
Integration of public art around Century II with public art along the river	95	44%
Enhanced signage and wayfinding	94	44%
The removal of the service drive located between Century II and the river	70	33%
Expansion of Century II toward the river	63	29%
None of the above	16	7%
Other	11	5%
Total		**215**

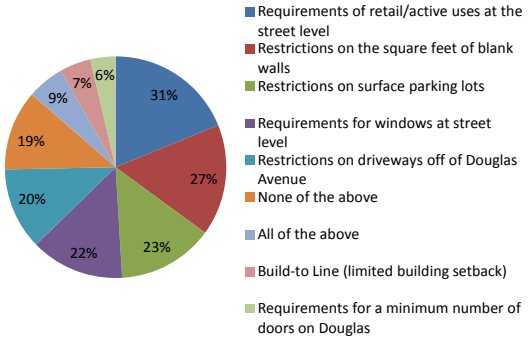
What kind of urban design controls would you be in favor of for Douglas Avenue? (Choose One)

Key Pad Polling



	Response Count	Percent
All of the above	15	25%
Requirements for windows at street level	12	20%
Restrictions on surface parking lots	9	15%
None of the above	8	13%
Requirements of retail/active uses at the street level	7	12%
Restrictions on the square feet of blank walls	4	7%
Build-to Line (limited building setback)	2	3%
Restrictions on driveways off of Douglas Avenue	2	3%
Requirements for a minimum number of doors on on Douglas	1	2%
Totals	**60**	**100%**

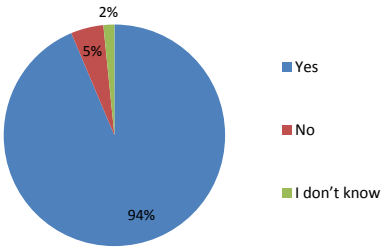
Online Survey



	Response Count	Response Percent
Requirements of retail/active uses at the street level	66	31%
Restrictions on the square feet of blank walls	57	27%
Restrictions on surface parking lots	49	23%
Requirements for windows at street level	48	22%
Restrictions on driveways off of Douglas Avenue	42	20%
None of the above	41	19%
All of the above	19	9%
Build-to Line (limited building setback)	16	7%
Requirements for a minimum number of doors on Douglas	13	6%
Total	**215**	

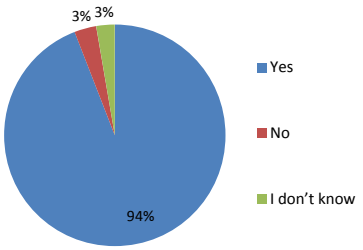
I would be in favor of allowing for space for retail kiosks, restaurants, and other retail outlets within the public right of way along Douglas (under lease or license): (Choose One)

Key Pad Polling



	Response Count	Percent
Yes	59	94%
No	3	5%
I don't know	1	2%
Totals	**63**	**100%**

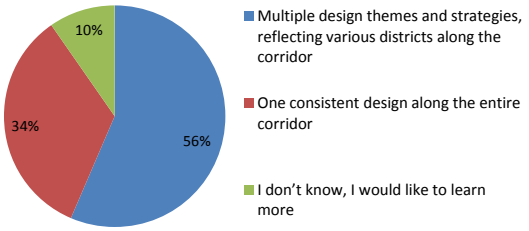
Online Survey



	Response Count	Percent
Yes	208	94%
No	7	3%
I don't know	6	3%

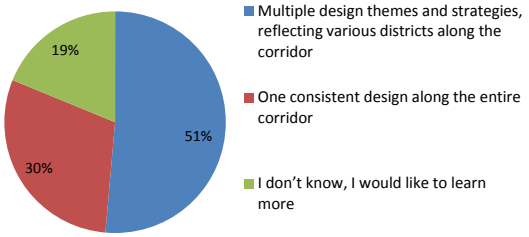
I am in favor of the following for the overall design of Douglas Avenue from McLean to Washington. (Choose One)

Key Pad Polling



	Response Count	Percent
Multiple design themes and strategies, reflecting various districts along the corridor	35	56%
One consistent design along the entire corridor	21	34%
I don't know, I would like to learn more	6	10%
Totals	**62**	**100%**

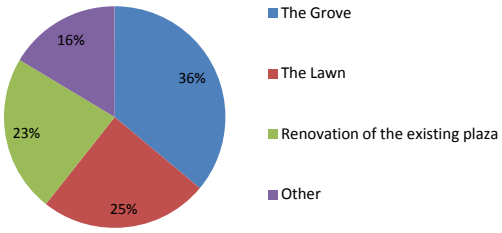
Online Survey



	Response Count	Percent
Multiple design themes and strategies, reflecting various districts along the corridor	112	51.4%
One consistent design along the entire corridor	65	29.8%
I don't know, I would like to learn more	41	18.8%
Total		**218**

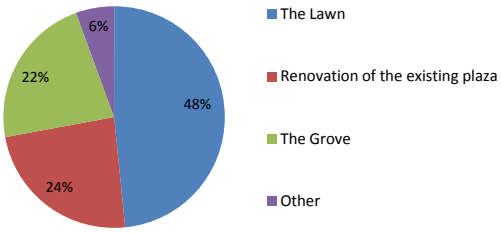
I am in favor of the following general design direction for the Century II Plaza. (Choose One)

Key Pad Polling



	Response Count	Percent
The Grove	22	36%
The Lawn	15	25%
Renovation of the existing plaza	14	23%
Other	10	16%
Totals	**61**	**100%**

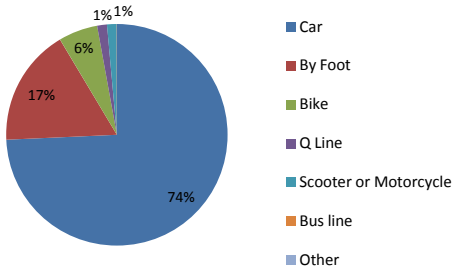
Online Survey



	Response Count	Percent
The Lawn	104	48%
Renovation of the existing plaza	51	24%
The Grove	48	22%
Other	12	6%
Total		**215**

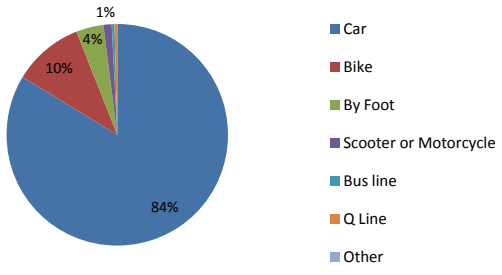
My primary mode of travel along the Douglas corridor is: (Choose one)

Key Pad Polling



	Response Count	Percent
Car	52	74%
By Foot	12	17%
Bike	4	6%
Q Line	1	1%
Scooter or Motorcycle	1	1%
Bus line	0	0%
Other	0	0%
Totals	**70**	**100%**

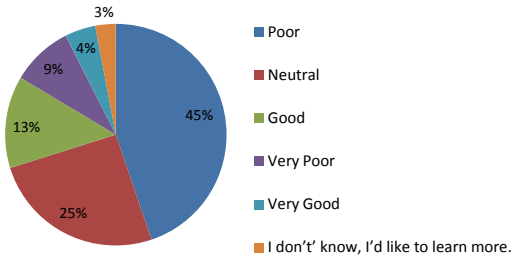
Online Survey



	Response Count	Percent
Car	212	84%
Bike	26	10%
By Foot	10	4%
Scooter or Motorcycle	3	1%
Bus line	1	0%
Q Line	1	0%
Other	0	0%
Total		**253**

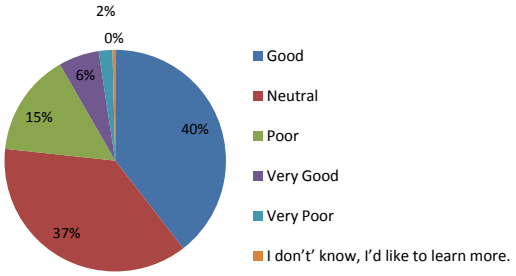
How would you rate the appearance of Douglas today? (Choose one)

Key Pad Polling



	Response Count	Percent
Poor	30	45%
Neutral	17	25%
Good	9	13%
Very Poor	6	9%
Very Good	3	4%
I don't' know, I'd like to learn more.	2	3%
Totals	**67**	**100%**

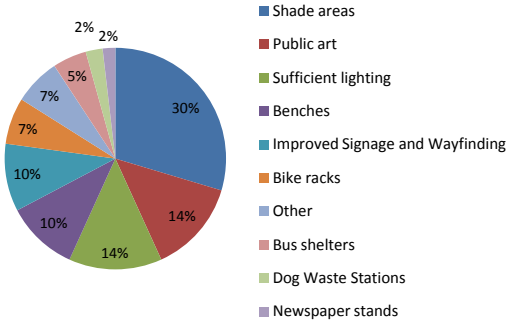
Online Survey



	Response Count	Percent
Very Poor	5	2%
Poor	38	15%
Neutral	94	37%
Good	100	40%
Very Good	15	6%
I don't' know, I'd like to learn more.	1	0%
Total		**253**

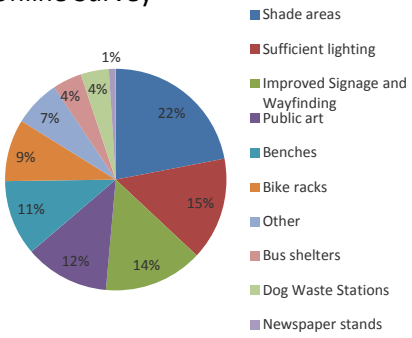
What is missing from the current design of Douglas? (Choose your top three)

Key Pad Polling



	Response Count	Percent
Shade areas	48	30%
Public art	22	14%
Sufficient lighting	22	14%
Benches	17	10%
Improved Signage and Wayfinding	16	10%
Bike racks	11	7%
Other	11	7%
Bus shelters	8	5%
Dog Waste Stations	4	2%
Newspaper stands	3	2%
Totals	**162**	**100%**

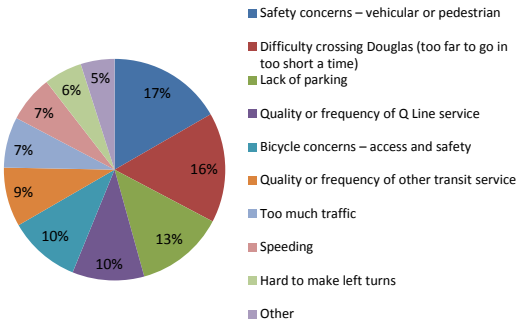
Online Survey



	Response Count	Percent
Shade areas	155	22%
Sufficient lighting	106	15%
Improved Signage and Wayfinding	102	14%
Public art	87	12%
Benches	78	11%
Bike racks	64	9%
Other	48	7%
Bus shelters	30	4%
Dog Waste Stations	29	4%
Newspaper stands	7	1%
Total	**246**	

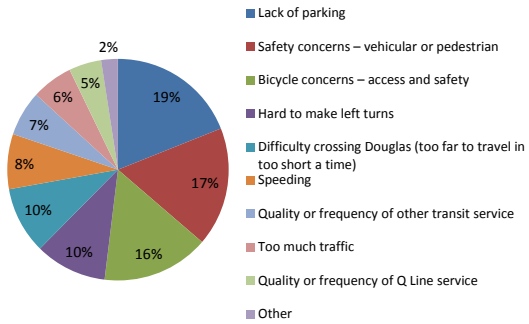
Which transportation issues concern you most along Douglas Avenue? (Choose your top three)

Key Pad Polling



	Response Count	Percent
Safety concerns – vehicular or pedestrian	27	17%
Difficulty crossing Douglas (too far to go in too short a time)	26	16%
Lack of parking	21	13%
Quality or frequency of Q Line service	17	10%
Bicycle concerns – access and safety	17	10%
Quality or frequency of other transit service	14	9%
Too much traffic	12	7%
Speeding	11	7%
Hard to make left turns	9	6%
Other	8	5%
Totals	**162**	**100%**

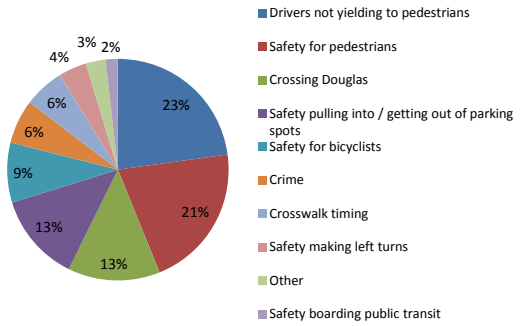
Online Survey



	Response Count	Percent
Lack of parking	132	19%
Safety concerns – vehicular or pedestrian	121	17%
Bicycle concerns – access and safety	109	16%
Hard to make left turns	73	10%
Difficulty crossing Douglas (too far to travel in too short a time)	68	10%
Speeding	56	8%
Quality or frequency of other transit service	46	7%
Too much traffic	42	6%
Quality or frequency of Q Line service	33	5%
Other	17	2%
Total	**248**	**100%**

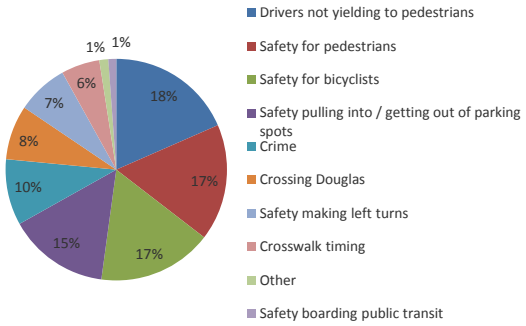
Which safety issues concern you most along Douglas? (Choose your top three)

Key Pad Polling



	Response Count	Percent
Drivers not yielding to pedestrians	39	23%
Safety for pedestrians	36	21%
Crossing Douglas	23	13%
Safety pulling into / getting out of parking spots	22	13%
Safety for bicyclists	15	9%
Crime	11	6%
Crosswalk timing	10	6%
Safety making left turns	7	4%
Other	5	3%
Safety boarding public transit	3	2%
Totals	**171**	**100%**

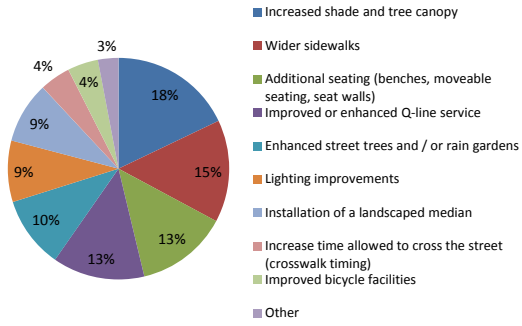
Online Survey



	Response Count	Percent
Drivers not yielding to pedestrians	128	18%
Safety for bicyclists	116	17%
Crosswalk timing	39	6%
Crossing Douglas	55	8%
Safety pulling into / getting out of parking spots	102	15%
Safety making left turns	52	7%
Safety boarding public transit	8	1%
Safety for pedestrians	118	17%
Crime	67	10%
Other	9	1%
Total	**247**	

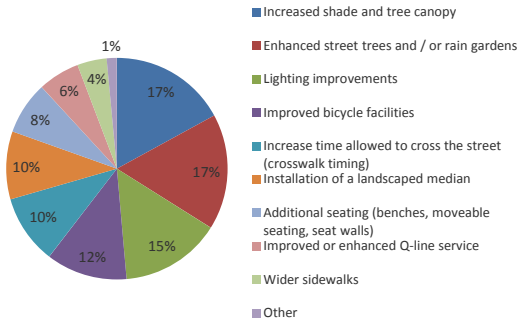
Which streetscape improvements do you think would have the most positive impacts on improving pedestrian safety and comfort along Douglas? (Choose your top three)

Key Pad Polling



	Response Count	Percent
Increased shade and tree canopy	12	18%
Wider sidewalks	10	15%
Additional seating (benches, moveable seating, seat walls)	9	13%
Improved or enhanced Q-line service	9	13%
Enhanced street trees and / or rain gardens	7	10%
Lighting improvements	6	9%
Installation of a landscaped median	6	9%
Increase time allowed to cross the street (crosswalk timing)	3	4%
Improved bicycle facilities	3	4%
Other	2	3%
Totals	**67**	**100%**

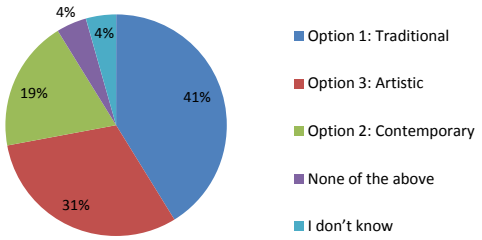
Online Survey



	Response Count	Percent
Increased shade and tree canopy	115	17%
Enhanced street trees and / or rain gardens	114	17%
Lighting improvements	99	15%
Improved bicycle facilities	80	12%
Increase time allowed to cross the street (crosswalk timing)	68	10%
Installation of a landscaped median	67	10%
Additional seating (benches, moveable seating, seat walls)	52	8%
Improved or enhanced Q-line service	41	6%
Wider sidewalks	29	4%
Other	10	1%
Total	**233**	

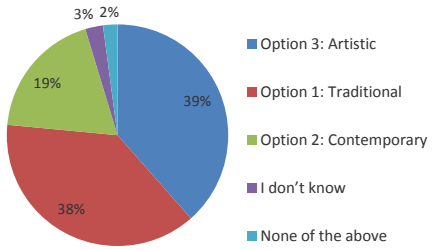
Which style of street furniture from the Wichita Downtown Design guidelines do you prefer for Douglas Avenue? (Choose One)

Key Pad Polling



	Response Count	Percent
Option 1: Traditional	28	41%
Option 3: Artistic	21	31%
Option 2: Contemporary	13	19%
None of the above	3	4%
I don't know	3	4%
Totals	**68**	**100%**

Online Survey

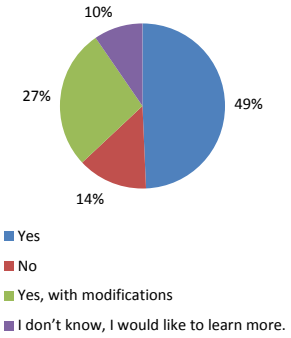


	Response Count	Percent
Option 3: Artistic	90	39%
Option 1: Traditional	89	38%
Option 2: Contemporary	44	19%
I don't know	6	3%
None of the above	5	2%
Total		**234**

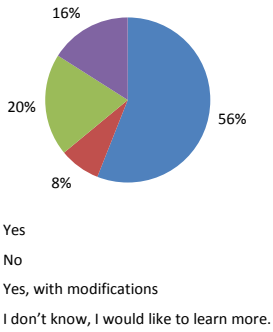
ARTICLE C | *Second Public Open House – August 31, 2011*

1.) I am in favor of the preferred plan as shown for Douglas Avenue (Median Plan). (Choose One)

Key Pad Polling



Online Survey



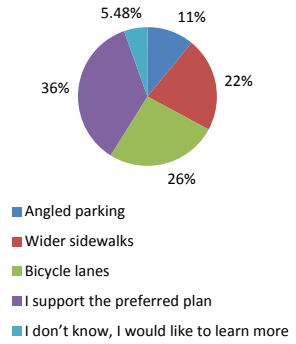
1.) I am in favor of the preferred plan as shown for Douglas Avenue (Median Plan). (Choose One)	Responses	
Yes	36	49.32%
No	10	13.70%
Yes, with modifications	20	27.40%
I don't know, I would like to learn more.	7	9.59%
Totals	**73**	**100%**

I am in favor of the preferred plan as shown for Douglas Avenue (Median Plan). (Choose One)

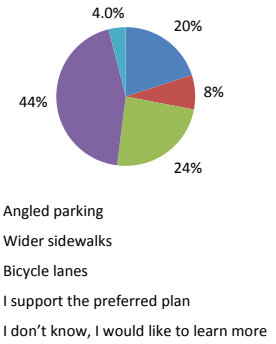
Answer Options	Response Percent	Response Count
Yes	56.0%	14
No	8.0%	2
Yes, with modifications	20.0%	5
I don't know, I would like to learn more.	16.0%	4
answered question		25
skipped question		0

2.) I would prefer a different street layout than the preferred plan that includes: (Choose One)

Key Pad Polling



Online Survey



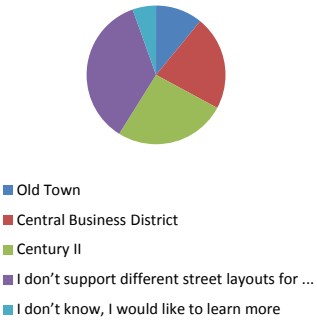
2.) I would prefer a different street layout than the preferred plan that includes: (Choose One)	Responses	
Angled parking	8	10.96%
Wider sidewalks	16	21.92%
Bicycle lanes	19	26.03%
I support the preferred plan	26	35.62%
I don't know, I would like to learn more	4	5.48%
Totals	**73**	**100%**

I would prefer a different street layout than the preferred plan that includes: (Choose One)

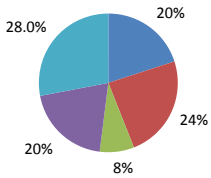
Answer Options	Response Percent	Response Count
Angled parking	20.0%	5
Wider sidewalks	8.0%	2
Bicycle lanes	24.0%	6
I support the preferred plan	44.0%	11
I don't know, I would like to learn more	4.0%	1
answered question		25
skipped question		0

3.) Assuming there is a different street layout than the preferred plan for different segments of Douglas Avenue, I would support a different layout in the following location (Choose One)

Key Pad Polling



Online Survey



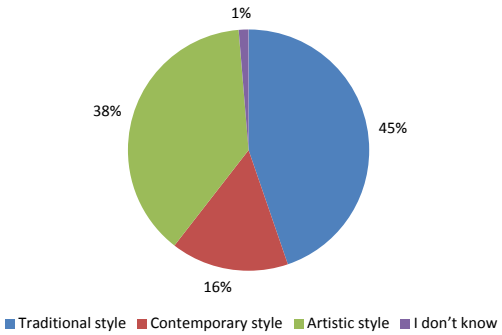
3.) Assuming there is a different street layout than the preferred plan for different segments of Douglas Avenue, I would support a different layout in the following location (Choose One)	Responses	
Old Town	16	21.33%
Central Business District	18	24%
Century II	14	18.67%
I don't support different street layouts for different segments	21	28%
I don't know, I would like to learn more	6	8%
Totals	**75**	**100%**

Assuming there is a different street layout than the preferred plan for different segments of Douglas Avenue, I would support a different layout in the following location (Choose One):

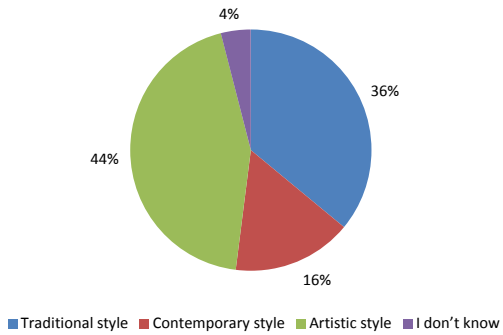
Answer Options	Response Percent	Response Count
Old Town	20.0%	5
Central Business District	24.0%	6
Century II	8.0%	2
I don't support different street layouts for different segments	20.0%	5
I don't know, I would like to learn more	28.0%	7
answered question		25
skipped question		0

4.) I prefer the following option for streetscape style, incorporating signage, street trees, furniture, and other components: (Choose one)

Key Pad Polling



Online Survey



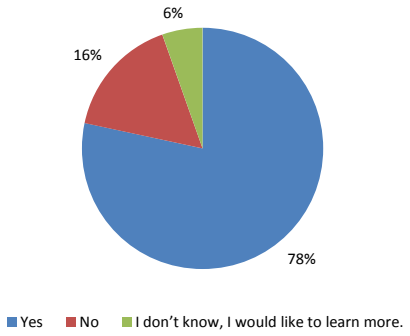
4.) I prefer the following option for streetscape style, incorporating signage, street trees, furniture, and other components: (Choose one)	Responses	
Traditional style	34	44.74%
Contemporary style	12	15.79%
Artistic style	29	38.16%
I don't know	1	1.32%
Totals	**76**	**100%**

I prefer the following option for streetscape style, incorporating signage, street trees, furniture, and other components: (Choose one)

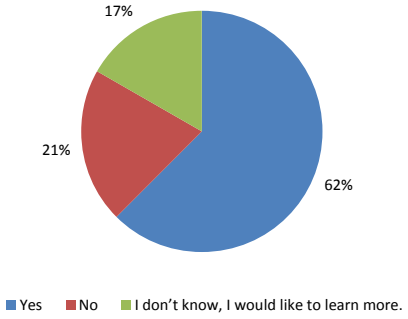
Answer Options	Response Percent	Response Count
Traditional style	36.0%	9
Contemporary style	16.0%	4
Artistic style	44.0%	11
I don't know	4.0%	1
answered question		25
skipped question		0

5.) Do you agree with the Downtown Streetscape Guidelines recommendation for the Traditional streetscape style for Douglas Avenue in Old Town? (Choose One)

Key Pad Polling



Online Survey



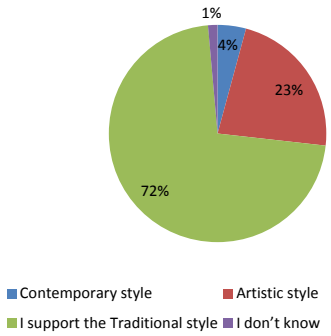
5.) Do you agree with the Downtown Streetscape Guidelines recommendation for the Traditional streetscape style for Douglas Avenue in Old Town? (Choose One)	Responses	
Yes	58	78.38%
No	12	16.22%
I don't know, I would like to learn more.	4	5.41%
Totals	**74**	**100%**

Do you agree with the Downtown Streetscape Guidelines recommendation for the Traditional streetscape style for Douglas Avenue in Old Town? (Choose One)

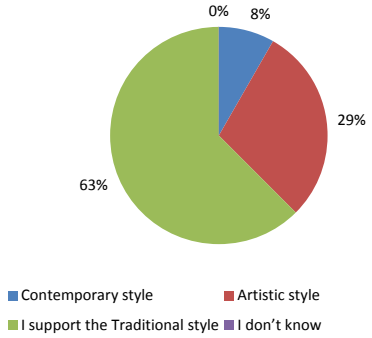
Answer Options	Response Percent	Response Count
Yes	62.5%	15
No	20.8%	5
I don't know, I would like to learn more.	16.7%	4
answered question		24
skipped question		1

6.) If you do not support the Traditional streetscape style for Old Town, which streetscape style do you prefer? (Choose One)

Key Pad Polling



Online Survey



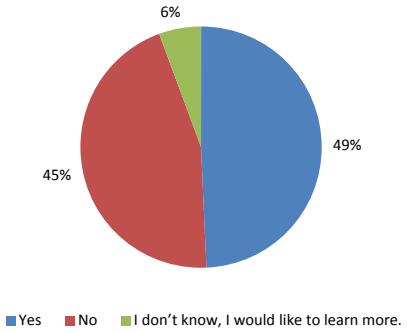
6.) If you do not support the Traditional streetscape style for Old Town, which streetscape style do you prefer? (Choose One)	Responses	
Contemporary style	3	4.23%
Artistic style	16	22.54%
I support the Traditional style	51	71.83%
I don't know	1	1.41%
Totals	**71**	**100%**

If you do not support the Traditional streetscape style for Old Town, which streetscape style do you prefer? (Choose One)

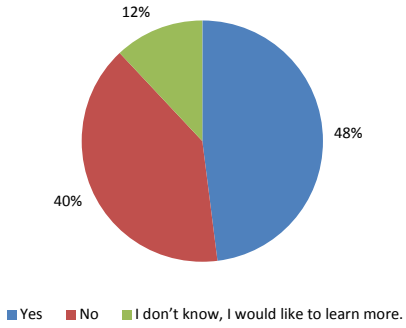
Answer Options	Response Percent	Response Count
Contemporary style	8.3%	2
Artistic style	29.2%	7
I support the Traditional style	62.5%	15
I don't know	0.0%	0
answered question		24
skipped question		1

7.) Do you agree with the Downtown Streetscape Guidelines recommendation for the Contemporary streetscape style for the Douglas Avenue corridor west of Old Town?

Key Pad Polling



Online Survey



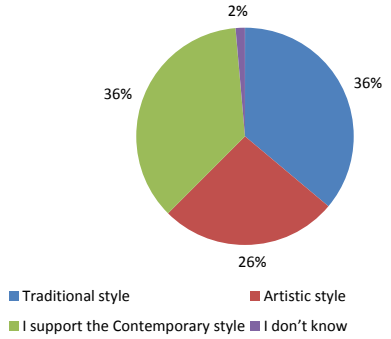
7.) Do you agree with the Downtown Streetscape Guidelines recommendation for the Contemporary streetscape style for the Douglas Avenue corridor west of Old Town?	Responses	
Yes	35	49.30%
No	32	45.07%
I don't know, I would like to learn more.	4	5.63%
Totals	**71**	**100%**

Do you agree with the Downtown Streetscape Guidelines recommendation for the Contemporary streetscape style for the Douglas Avenue corridor west of Old Town? (Choose one)

Answer Options	Response Percent	Response Count
Yes	48.0%	12
No	40.0%	10
I don't know, I would like to learn more.	12.0%	3
answered question		25
skipped question		0

8.) If you do not support the Contemporary streetscape style for the Douglas Avenue corridor west of Old Town, which streetscape style do you prefer?

Key Pad Polling



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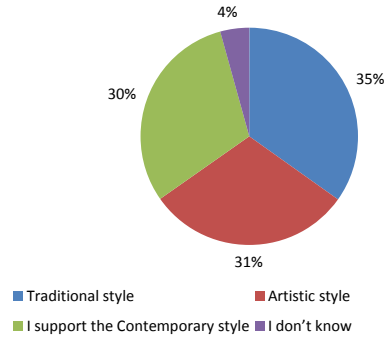


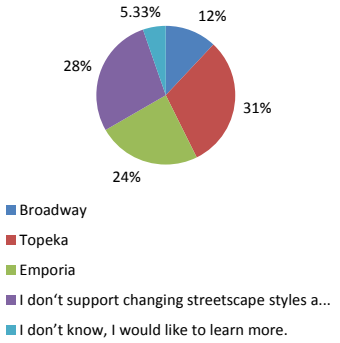
8.) If you do not support the Contemporary streetscape style for the Douglas Avenue corridor west of Old Town, which streetscape style do you prefer?	Responses	
Traditional style	26	36.11%
Artistic style	19	26.39%
I support the Contemporary style	26	36.11%
I don't know	1	1.39%
Totals	**72**	**100%**

If you do not support the Contemporary streetscape style for the Douglas Avenue corridor west of Old Town, which streetscape style do you prefer? (Choose one)

Answer Options	Response Percent	Response Count
Traditional style	34.8%	8
Artistic style	30.4%	7
I support the Contemporary style	30.4%	7
I don't know	4.3%	1
answered question		23
skipped question		2

9.) Assuming that streetscape style changes west of the Old Town District, I would favor the style changes at which cross-street with Douglas?

Key Pad Polling



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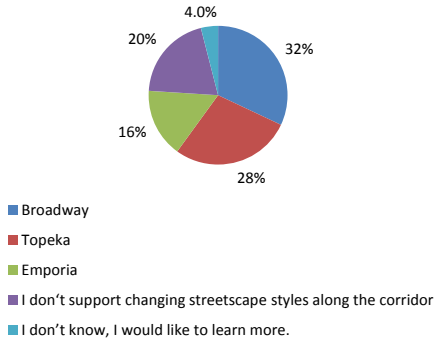


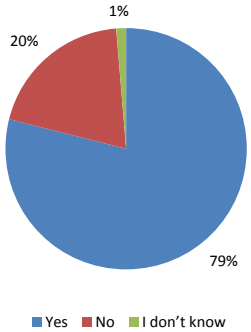
9.) Assuming that streetscape style changes west of the Old Town District, I would favor the style changes at which cross-street with Douglas?	Responses	
Broadway	9	12%
Topeka	23	30.67%
Emporia	18	24%
I don't support changing streetscape styles along the corridor	21	28%
I don't know, I would like to learn more.	4	5.33%
Totals	**75**	**100%**

Assuming that streetscape style changes west of the Old Town District, I would favor the style changes at which cross-street with Douglas? (Choose one)

Answer Options	Response Percent	Response Count
Broadway	32.0%	8
Topeka	28.0%	7
Emporia	16.0%	4
I don't support changing streetscape styles along the corridor	20.0%	5
I don't know, I would like to learn more.	4.0%	1
answered question		25
skipped question		0

10.) Assuming that the median plan for Douglas moves forward, would you be willing to prohibit left turn access into existing as well as new driveways for parking lots and alleys (making these right in, right out only)?

Key Pad Polling



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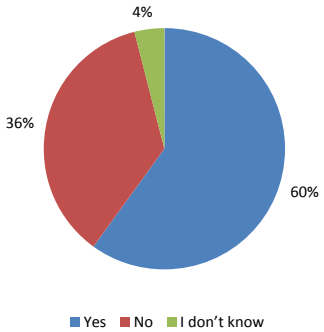


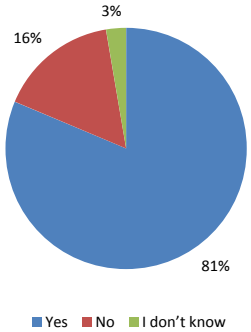
10.) Assuming that the median plan for Douglas moves forward, would you be willing to prohibit left turn access into existing as well as new driveways for parking lots and alleys (making these right in, right out only)?	Responses	
Yes	60	78.95%
No	15	19.74%
I don't know	1	1.32%
Totals	**76**	**100%**

Assuming that the median plan for Douglas moves forward, would you be willing to prohibit left turn access into existing as well as new driveways for parking lots and alleys (making these right in, right out only)? (Choose one)

Answer Options	Response Percent	Response Count
Yes	60.0%	15
No	36.0%	9
I don't know	4.0%	1
answered question		25
skipped question		0

11.) Assuming that the median plan for Douglas moves forward, would you be willing to prohibit the development of new surface parking lots and parking garages directly fronting Douglas? (Choose one)

Key Pad Polling



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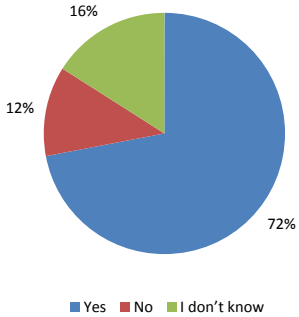


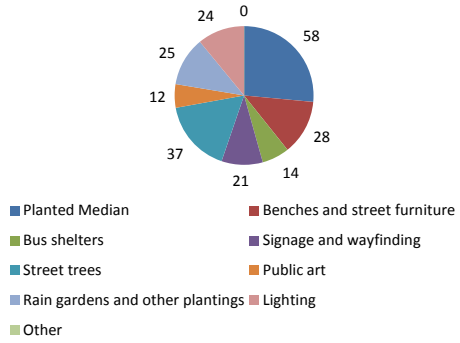
11.) Assuming that the median plan for Douglas moves forward, would you be willing to prohibit the development of new surface parking lots and parking garages directly fronting Douglas? (Choose one)	Responses	
Yes	61	81.33%
No	12	16%
I don't know	2	2.67%
Totals	**75**	**100%**

Assuming that the median plan for Douglas moves forward, would you be willing to prohibit the development of new surface parking lots and parking garages directly fronting Douglas? (Choose one)

Answer Options	Response Percent	Response Count
Yes	72.0%	18
No	12.0%	3
I don't know	16.0%	4
answered question		25
skipped question		0

12.) I would prefer that Phase 1 of improvements along Douglas involve the following streetscape components: (Rank your top 3)

Key Pad Polling



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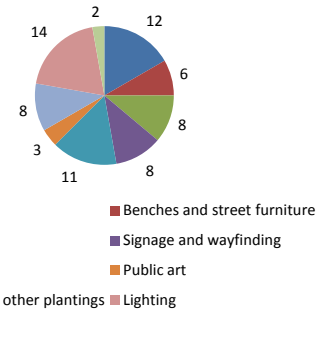


12.) I would prefer that Phase 1 of improvements along Douglas involve the following streetscape components: (Rank your top 3) (priority ranking)

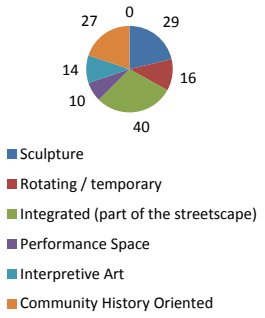
	Responses	
Planted Median	58	26.48%
Benches and street furniture	28	12.79%
Bus shelters	14	6.39%
Signage and wayfinding	21	9.59%
Street trees	37	16.89%
Public art	12	5.48%
Rain gardens and other plantings	25	11.42%
Lighting	24	10.96%
Other	0	0%
Totals	**219**	**100%**

I would prefer that Phase 1 of improvements along Douglas involve the following streetscape components: (Rank your top 3)

Answer Options	Option 1	Option 2	Option 3	Rating Average	Response Count
Planted Median	7	4	1	1.00	12
Benches and street furniture	0	3	3	1.00	6
Bus shelters	5	2	1	1.00	8
Signage and wayfinding	1	3	4	1.00	8
Street trees	2	6	3	1.00	11
Public art	0	2	1	1.00	3
Rain gardens and other plantings	3	2	3	1.00	8
Lighting	5	2	7	1.00	14
Other	2	0	0	1.00	2
Other (please specify)					3
				answered question	25
				skipped question	0

13.) I prefer the following types of public art for the Douglas corridor: (Choose your top 2)

Key Pad Polling



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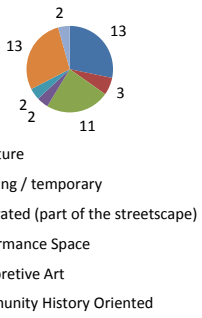


13.) I prefer the following types of public art for the Douglas corridor: (Choose your top 2) (multiple choice)

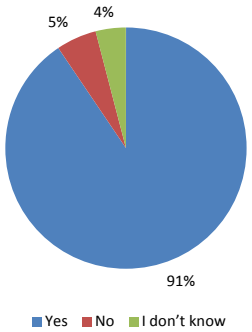
	Responses	
Sculpture	29	21.32%
Rotating / temporary	16	11.76%
Integrated (part of the streetscape)	40	29.41%
Performance Space	10	7.35%
Interpretive Art	14	10.29%
Community History Oriented	27	19.85%
I do not prefer any of these options	0	0%
Totals	**136**	**100%**

I prefer the following types of public art for the Douglas corridor: (Choose your top 2)

Answer Options	Response Percent	Response Count
Sculpture	52.0%	13
Rotating / temporary	12.0%	3
Integrated (part of the streetscape)	44.0%	11
Performance Space	8.0%	2
Interpretive Art	8.0%	2
Community History Oriented	52.0%	13
I do not prefer any of these options	8.0%	2
	answered question	25
	skipped question	0

14.) Would you favor the use of interpretive signage along Douglas Avenue, as recommended in the Downtown plan? (Choose One)

Key Pad Polling



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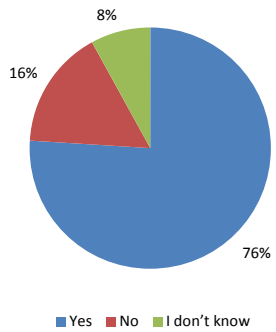


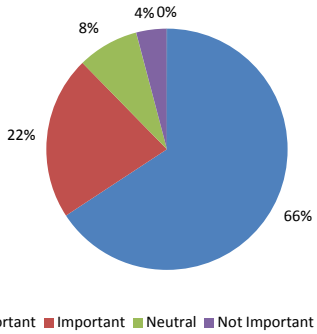
14.) Would you favor the use of interpretive signage along Douglas Avenue, as recommended in the Downtown plan? (Choose One)	Responses	
Yes	67	90.54%
No	4	5.41%
I don't know	3	4.05%
Totals	**74**	**100%**

Would you favor the use of interpretive signage along Douglas Avenue, as recommended in the Downtown plan? (Choose One)

Answer Options	Response Percent	Response Count
Yes	76.0%	19
No	16.0%	4
I don't know	8.0%	2
answered question		25
skipped question		0

15.) How important is it to include signage and wayfinding in the design of bus shelters along Douglas? (Choose One)

Key Pad Polling



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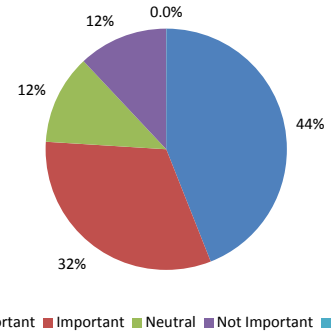


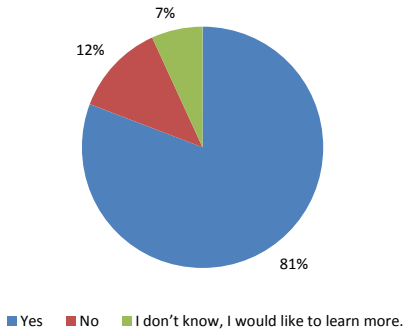
15.) How important is it to include signage and wayfinding in the design of bus shelters along Douglas? (Choose One)	Responses	
Very important	48	65.75%
Important	16	21.92%
Neutral	6	8.22%
Not Important	3	4.11%
I don't know	0	0%
Totals	**73**	**100%**

How important is it to include signage and wayfinding in the design of bus shelters along Douglas? (Choose One)

Answer Options	Response Percent	Response Count
Very important	44.0%	11
Important	32.0%	8
Neutral	12.0%	3
Not Important	12.0%	3
I don't know	0.0%	0
answered question		25
skipped question		0

16.) I am interested in having green stormwater elements installed along the Douglas corridor. (Choose One)

Key Pad Polling



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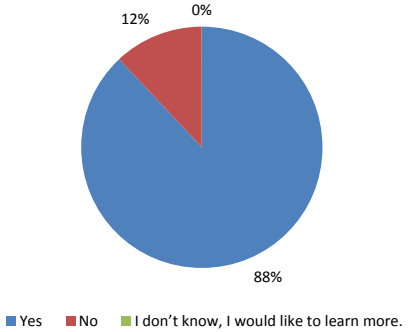


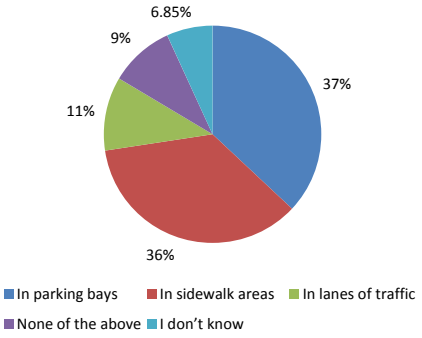
16.) I am interested in having green stormwater elements installed along the Douglas corridor. (Choose One)	Responses	
Yes	59	80.82%
No	9	12.33%
I don't know, I would like to learn more.	5	6.85%
Totals	**73**	**100%**

I am interested in having green stormwater elements installed along the Douglas corridor. (Choose One)

Answer Options	Response Percent	Response Count
Yes	88.0%	22
No	12.0%	3
I don't know, I would like to learn more.	0.0%	0
answered question		25
skipped question		0

17.) I would be in favor of using porous pavement in the following locations along the Douglas corridor. (Choose One)

Key Pad Polling



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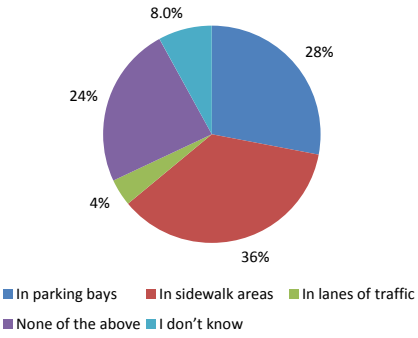


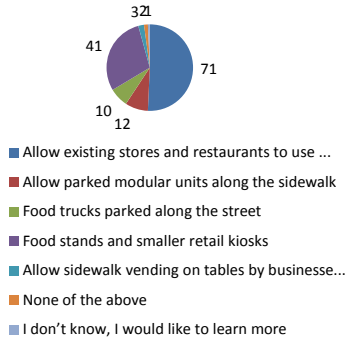
17.) I would be in favor of using porous pavement in the following locations along the Douglas corridor. (Choose One)	Responses	
In parking bays	27	36.99%
In sidewalk areas	26	35.62%
In lanes of traffic	8	10.96%
None of the above	7	9.59%
I don't know	5	6.85%
Totals	**73**	**100%**

I would be in favor of using porous pavement in the following locations along the Douglas corridor. (Choose One)

Answer Options	Response Percent	Response Count
In parking bays	28.0%	7
In sidewalk areas	36.0%	9
In lanes of traffic	4.0%	1
None of the above	24.0%	6
I don't know	8.0%	2
answered question		25
skipped question		0

18.) I would be in favor of the following strategies for allowing street retail and dining along the Douglas corridor: (Choose your top 2)

Key Pad Polling



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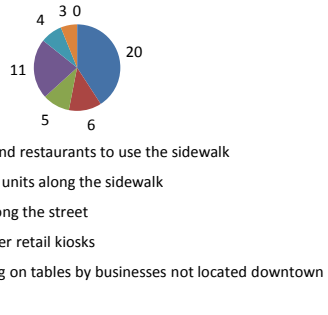


18.) I would be in favor of the following strategies for allowing street retail and dining along the Douglas corridor: (Choose your top 2) (multiple choice)

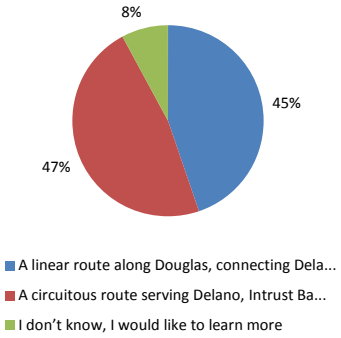
	Responses	
Allow existing stores and restaurants to use the sidewalk	71	50.71%
Allow parked modular units along the sidewalk	12	8.57%
Food trucks parked along the street	10	7.14%
Food stands and smaller retail kiosks	41	29.29%
Allow sidewalk vending on tables by businesses not located downtown	3	2.14%
None of the above	2	1.43%
I don't know, I would like to learn more	1	0.71%
Totals	**140**	**100%**

I would be in favor of the following strategies for allowing street retail and dining along the Douglas corridor: (Choose your top 2)

Answer Options	Response Percent	Response Count
Allow existing stores and restaurants to use the sidewalk	80.0%	20
Allow parked modular units along the sidewalk	24.0%	6
Food trucks parked along the street	20.0%	5
Food stands and smaller retail kiosks	44.0%	11
Allow sidewalk vending on tables by businesses not located downtown	16.0%	4
None of the above	12.0%	3
I don't know, I would like to learn more	0.0%	0
answered question		**25**
skipped question		**0**

19.) I would favor the following alignment for the Q line route: (Choose One)

Key Pad Polling



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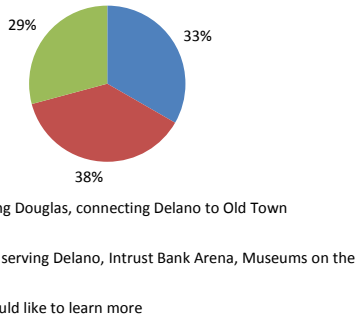


19.) I would favor the following alignment for the Q line route: (Choose One)

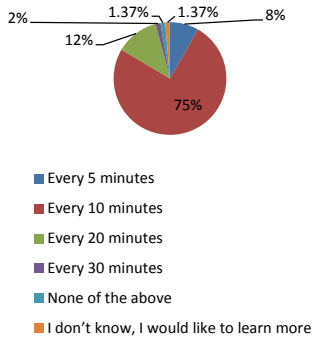
	Responses	
A linear route along Douglas, connecting Delano to Old Town	34	44.74%
A circuitous route serving Delano, Intrust Bank Arena, Museums on the River	36	47.37%
I don't know, I would like to learn more	6	7.89%
Totals	**76**	**100%**

I would favor the following alignment for the Q line route: (Choose One)

Answer Options	Response Percent	Response Count
A linear route along Douglas, connecting Delano to Old Town	33.3%	8
A circuitous route serving Delano, Intrust Bank Arena, Museums on the River	37.5%	9
I don't know, I would like to learn more	29.2%	7
answered question		**24**
skipped question		**1**

20.) I would prefer that the Q line downtown circulator pass along Douglas at the following frequency, on average: (Choose One)

Key Pad Polling



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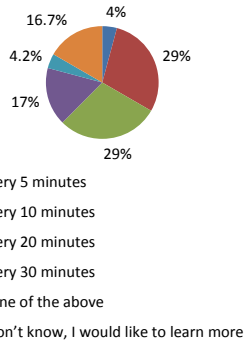


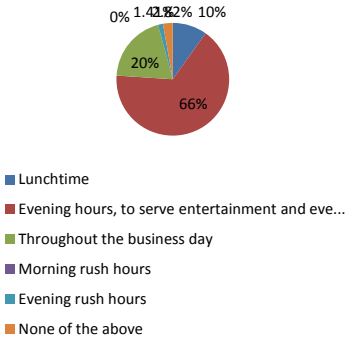
20.) I would prefer that the Q line downtown circulator pass along Douglas at the following frequency, on average: (Choose One)	Responses	
Every 5 minutes	6	8.22%
Every 10 minutes	55	75.34%
Every 20 minutes	9	12.33%
Every 30 minutes	1	1.37%
None of the above	1	1.37%
I don't know, I would like to learn more	1	1.37%
Totals	**73**	**100%**

I would prefer that the Q line downtown circulator pass along Douglas at the following frequency, on average: (Choose One)

Answer Options	Response Percent	Response Count
Every 5 minutes	4.2%	1
Every 10 minutes	29.2%	7
Every 20 minutes	29.2%	7
Every 30 minutes	16.7%	4
None of the above	4.2%	1
I don't know, I would like to learn more	16.7%	4
answered question		24
skipped question		1

21.) During which periods of time would you prioritize providing the Q line circulator service? (Choose One)

Key Pad Polling



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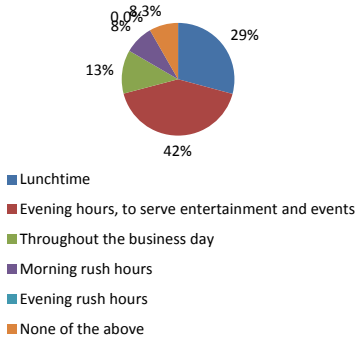


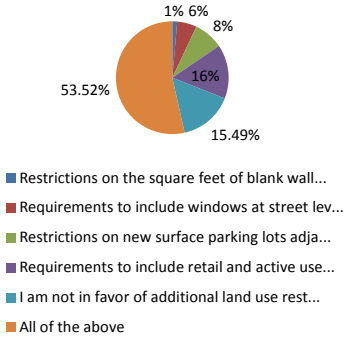
21.) During which periods of time would you prioritize providing the Q line circulator service? (Choose One) (multiple choice)	Responses	
Lunchtime	7	9.86%
Evening hours, to serve entertainment and events	47	66.20%
Throughout the business day	14	19.72%
Morning rush hours	0	0%
Evening rush hours	1	1.41%
None of the above	2	2.82%
Totals	**71**	**100%**

During which periods of time would you prioritize providing the Q line circulator service? (Choose One)

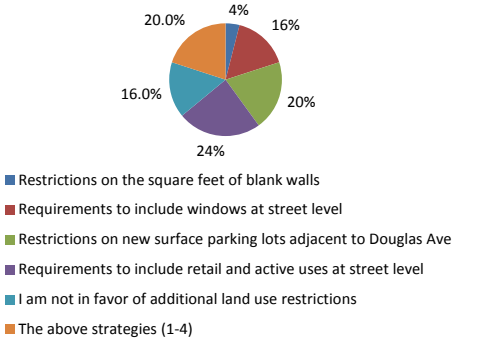
Answer Options	Response Percent	Response Count
Lunchtime	29.2%	7
Evening hours, to serve entertainment and events	41.7%	10
Throughout the business day	12.5%	3
Morning rush hours	8.3%	2
Evening rush hours	0.0%	0
None of the above	8.3%	2
answered question		24
skipped question		1

22.) I would favor the following urban design strategies or controls for Douglas Avenue: (Choose One)

Key Pad Polling



Online Survey



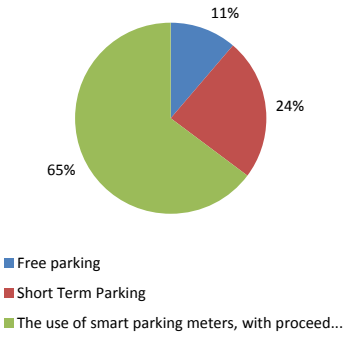
22.) I would favor the following urban design strategies or controls for Douglas Avenue: (Choose One)	Responses	
Restrictions on the square feet of blank walls	1	1.41%
Requirements to include windows at street level	4	5.63%
Restrictions on new surface parking lots adjacent to Douglas Ave	6	8.45%
Requirements to include retail and active uses at street level	11	15.49%
I am not in favor of additional land use restrictions	11	15.49%
All of the above	38	53.52%
Totals	**71**	**100%**

I would favor the following urban design strategies or controls for Douglas Avenue: (Choose One)

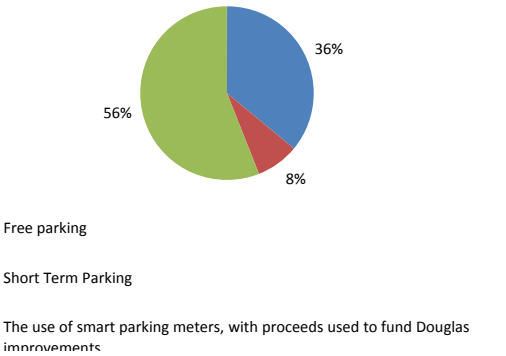
Answer Options	Response Percent	Response Count
Restrictions on the square feet of blank walls	4.0%	1
Requirements to include windows at street level	16.0%	4
Restrictions on new surface parking lots adjacent to Douglas Ave	20.0%	5
Requirements to include retail and active uses at street level	24.0%	6
I am not in favor of additional land use restrictions	16.0%	4
The above strategies (1-4)	20.0%	5
answered question		**25**
skipped question		**0**

23.) I would be in favor of the following strategy for parking along Douglas Avenue: (Choose One)

Key Pad Polling



Online Survey



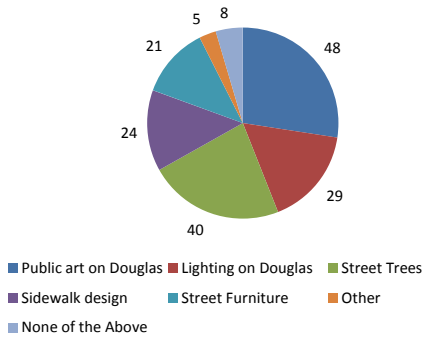
23.) I would be in favor of the following strategy for parking along Douglas Avenue: (Choose One)	Responses	
Free parking	8	11.27%
Short Term Parking	17	23.94%
The use of smart parking meters, with proceeds used to fund Douglas improvements	46	64.79%
Totals	**71**	**100%**

I would be in favor of the following strategy for parking along Douglas Avenue: (Choose One

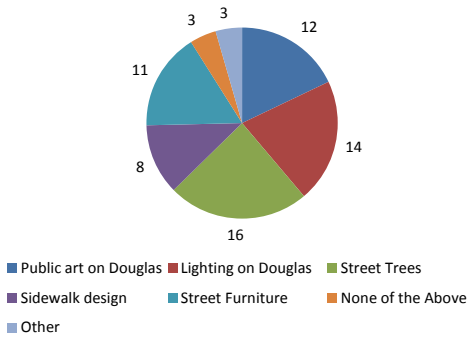
Answer Options	Response Percent	Response Count
Free parking	36.0%	9
Short Term Parking	8.0%	2
The use of smart parking meters, with proceeds used to fund Douglas improvements	56.0%	14
answered question		**25**
skipped question		**0**

24.) I find the following elements of the existing design of Douglas to be favorable, and worthy of keeping in the new design of the street: (Choose all that apply)

Key Pad Polling



Online Survey



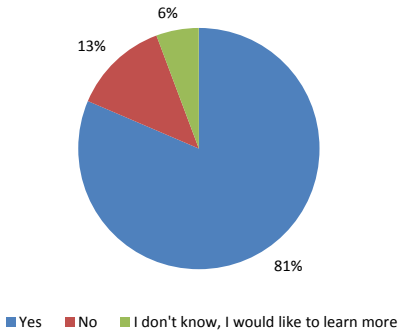
24.) I find the following elements of the existing design of Douglas to be favorable, and worthy of keeping in the new design of the street: (Choose all that apply) (multiple choice)	Responses	
Public art on Douglas	48	27.43%
Lighting on Douglas	29	16.57%
Street Trees	40	22.86%
Sidewalk design	24	13.71%
Street Furniture	21	12%
Other	5	2.86%
None of the Above	8	4.57%
Totals	**175**	**100%**

I find the following elements of the existing design of Douglas to be favorable, and worthy of keeping in the new design of the street: (Choose all that apply)

Answer Options	Response Percent	Response Count
Public art on Douglas	48.0%	12
Lighting on Douglas	56.0%	14
Street Trees	64.0%	16
Sidewalk design	32.0%	8
Street Furniture	44.0%	11
None of the Above	12.0%	3
Other	12.0%	3
Other (please specify)		3
answered question		25
skipped question		0

25.) I would be in favor of installing a multi-use path (for bicyclists and pedestrians) along the rail viaduct that runs north-south, perpendicular to Douglas, in the downtown area. (Choose One)

Key Pad Polling



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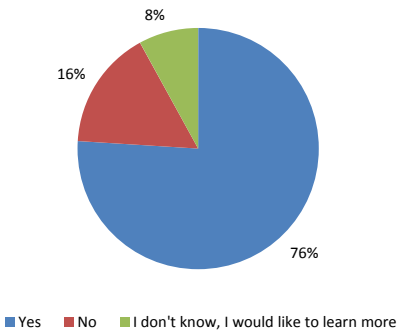


25.) I would be in favor of installing a multi-use path (for bicyclists and pedestrians) along the rail viaduct that runs north-south, perpendicular to Douglas, in the downtown area. (Choose One)	Responses	
Yes	57	81.43%
No	9	12.86%
I don't know, I would like to learn more	4	5.71%
Totals	**70**	**100%**

I would be in favor of installing a multi-use path (for bicyclists and pedestrians) along the rail viaduct that runs north-south, perpendicular to Douglas, in the downtown area. (Choose One)

Answer Options	Response Percent	Response Count
Yes	76.0%	19
No	16.0%	4
I don't know, I would like to learn more	8.0%	2
answered question		25
skipped question		0

ARTICLE D | *Third Public Open House – October 27, 2011*

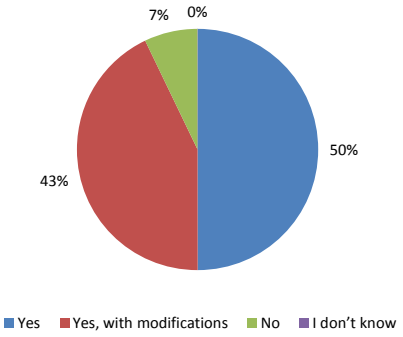
Douglas Avenue – TOD Study – Keypad Polling Results – Meeting 3

Transit Oriented Development and Streetscape Plan

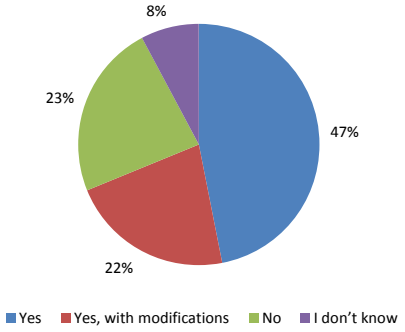
PROJECT DOWNTOWN · CITY OF WICHITA · WICHITA DOWNTOWN DEVELOPMENT CORPORATION · WAMPO Wichita Area Metropolitan Planning Organization · DESIGNWORKSHOP

1.) I am in favor of the final plan for Douglas Avenue as shown in the illustrations. (Choose one)

Key Pad Polling



Online Survey



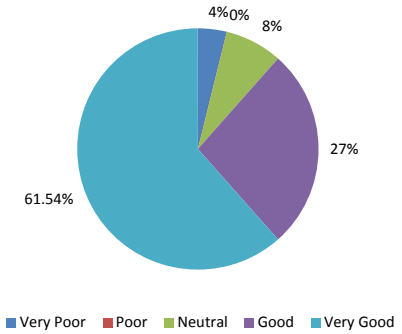
1.) I am in favor of the final plan for Douglas Avenue as shown in the illustrations. Choose one)	Responses	
Yes	14	50%
Yes, with modifications	12	42.86%
No	2	7.14%
I don't know	0	0%
Totals	**28**	**100%**

I am in favor of the final plan for Douglas Avenue as shown in the illustrations. (Choose one)

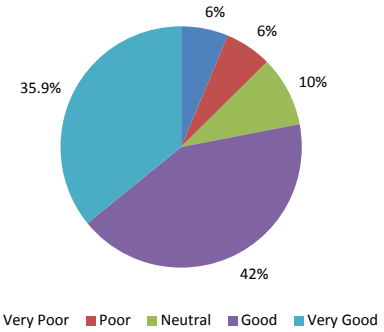
Answer Options	Response Percent	Response Count
Yes	46.9%	30
Yes, with modifications	21.9%	14
No	23.4%	15
I don't know	7.8%	5
answered question		**64**
skipped question		**1**

2.) I would rate the visual appearance of Douglas Avenue with a median as follows. (Choose one)

Key Pad Polling



Online Survey



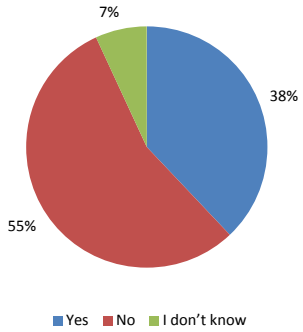
2.) I would rate the visual appearance of Douglas Avenue with a median as follows. (Choose one)	Responses	
Very Poor	1	3.85%
Poor	0	0%
Neutral	2	7.69%
Good	7	26.92%
Very Good	16	61.54%
Totals	**26**	**100%**

I would rate the visual appearance of Douglas Avenue as shown with the recommended median plan as follows. (Choose one)

Answer Options	Response Percent	Response Count
Very Poor	6.3%	4
Poor	6.3%	4
Neutral	9.4%	6
Good	42.2%	27
Very Good	35.9%	23
answered question		64
skipped question		1

3.) I would be in favor of trading off the median for wider sidewalks: (choose one)

Key Pad Polling



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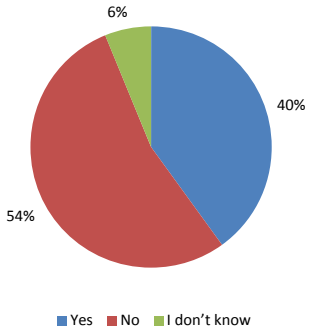


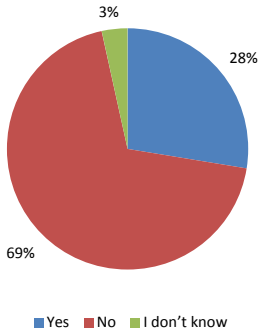
3.) I would be in favor of trading off the median for wider sidewalks: (choose one)	Responses	
Yes	11	37.93%
No	16	55.17%
I don't know	2	6.90%
Totals	**29**	**100%**

I would be in favor of trading off the median for wider sidewalks: (choose one)

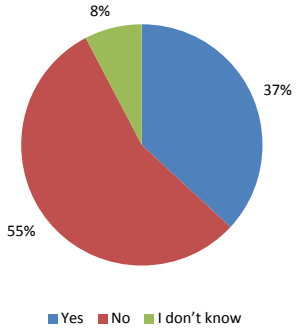
Answer Options	Response Percent	Response Count
Yes	40.0%	26
No	53.8%	35
I don't know	6.2%	4
answered question		65
skipped question		0

4.) I would be in favor of installing angled parking (and therefore not having a median) along Douglas within the Old Town area. (Choose one)

Key Pad Polling



Online Survey



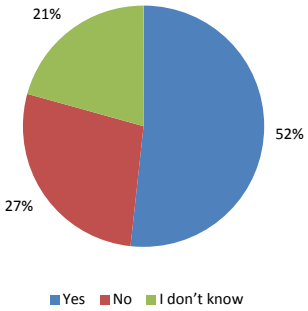
4.) I would be in favor of installing angled parking (and therefore not having a median) along Douglas within the Old Town area. (Choose one)	Responses	
Yes	8	27.59%
No	20	68.97%
I don't know	1	3.45%
Totals	**29**	**100%**

I would be in favor of installing angled parking (and therefore not having a median) along Douglas within the Old Town area. (Choose one)

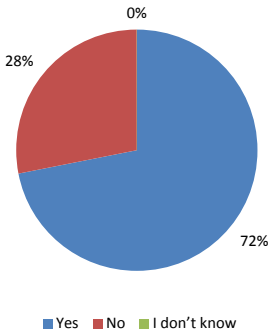
Answer Options	Response Percent	Response Count
Yes	36.9%	24
No	55.4%	36
I don't know	7.7%	5
answered question		65
skipped question		0

5.) I would be in favor of installing a median along Douglas in front of Century II. (Choose one)

Key Pad Polling



Online Survey



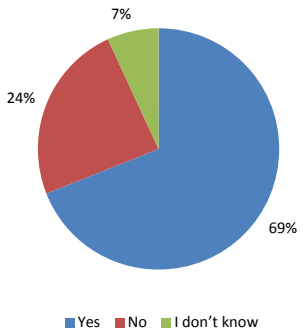
5.) I would be in favor of installing a median along Douglas in front of Century II. (Choose one)	Responses	
Yes	15	51.72%
No	8	27.59%
I don't know	6	20.69%
Totals	**29**	**100%**

I would be in favor of installing a median along Douglas in front of Century II. (Choose one)

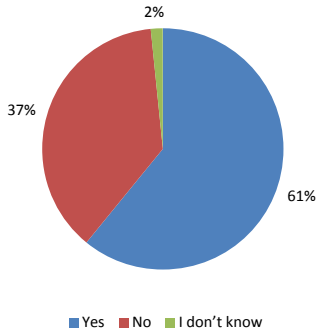
Answer Options	Response Percent	Response Count
Yes	71.9%	46
No	28.1%	18
I don't know	0.0%	0
answered question		64
skipped question		1

6.) I am in favor of the street furniture recommendations outlined for the area along Douglas to the west of Old Town to the river. (Choose one)

Key Pad Polling



Online Survey



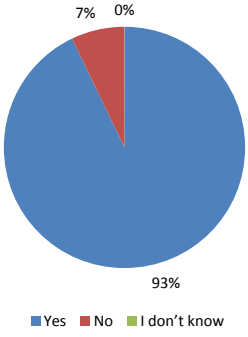
6.) I am in favor of the street furniture recommendations outlined for the area along Douglas to the west of Old Town to the river. (Choose one)	Responses	
Yes	20	68.97%
No	7	24.14%
I don't know	2	6.90%
Totals	**29**	**100%**

I am in favor of the contemporary furniture style group outlined for the area along Douglas between the Old Town district and the Arkansas River. (Choose one)

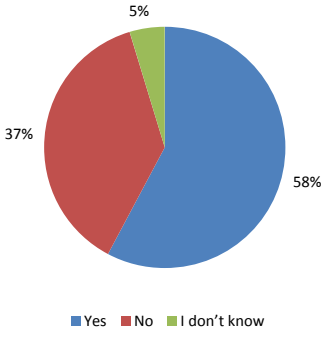
Answer Options	Response Percent	Response Count
Yes	60.9%	39
No	37.5%	24
I don't know	1.6%	1
answered question		64
skipped question		1

7.) I am in favor of the street furniture recommendations outlined for the area along Douglas in the Old Town district. (Choose one)

Key Pad Polling



Online Survey



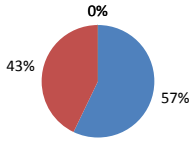
7.) I am in favor of the street furniture recommendations outlined for the area along Douglas in the Old Town district. (Choose one)	Responses	
Yes	26	92.86%
No	2	7.14%
I don't know	0	0%
Totals	**28**	**100%**

I am in favor of the traditional furniture style group recommendations outlined for the area along Douglas in the Old Town district, as shown below. (Choose one)

Answer Options	Response Percent	Response Count
Yes	57.8%	37
No	37.5%	24
I don't know	4.7%	3
answered question		64
skipped question		1

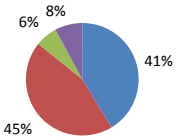
8.) Where would you be in support of creating distinct public spaces along the Douglas Corridor. (Choose one)

Key Pad Polling



- The area around Union Station, Naftzger Park, and the BNSF Rail Viaduct over Douglas
- Kennedy Plaza at Century II
- Another location along Douglas
- I'm not in favor of creating enhanced public spaces along Douglas

Online Survey



- The area around Union Station, Naftzger Park, and the BNSF Rail Viaduct over Douglas
- Kennedy Plaza at Century II
- Another location along Douglas
- I'm not in favor of creating enhanced public spaces along Douglas

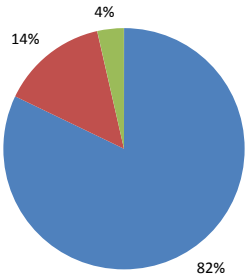
8.) Where would you be in support of creating distinct public spaces along the Douglas Corridor. (Choose one)	Responses	
The area around Union Station, Naftzger Park, and the BNSF Rail Viaduct over Douglas	16	57.14%
Kennedy Plaza at Century II	12	42.86%
Another location along Douglas	0	0%
I'm not in favor of creating enhanced public spaces along Douglas	0	0%
Totals	**28**	**100%**

Where would you be in support of creating distinct public spaces along the Douglas Corridor, as shown below. (Choose one)

Answer Options	Response Percent	Response Count
The area around Union Station, Naftzger Park, and the BNSF Rail Viaduct over Douglas	41.3%	26
Kennedy Plaza at Century II	44.4%	28
Another location along Douglas	6.3%	4
I'm not in favor of creating enhanced public spaces along Douglas	7.9%	5
answered question		**63**
skipped question		**2**

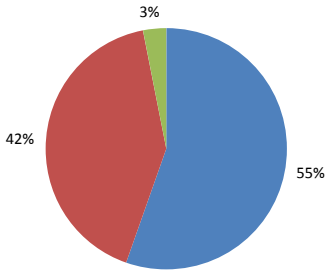
9.) The ideal speed for retail districts is approximately 22.5 miles per hour. Would you favor using the design of Douglas to steer people to drive at or near this speed? (Choose one)

Key Pad Polling



Yes No I don't know

Online Survey



Yes No I don't know

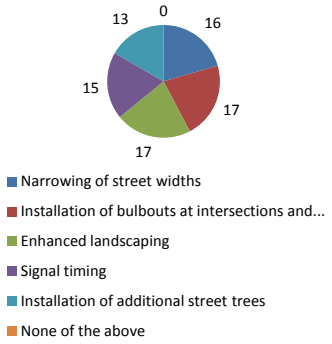
9.) The ideal speed for retail districts is approximately 22.5 miles per hour. Would you favor using the design of Douglas to steer people to drive at or near this speed? (Choose one)	Responses	
Yes	23	82.14%
No	4	14.29%
I don't know	1	3.57%
Totals	**28**	**100%**

The ideal speed for retail districts is approximately 22.5 miles per hour. Would you favor using the design of Douglas to steer people to drive at or near this speed? (Choose one)

Answer Options	Response Percent	Response Count
Yes	55.4%	36
No	41.5%	27
I don't know	3.1%	2
answered question		**65**
skipped question		**0**

10.) I would be in favor of the following strategies to manage traffic speeds along Douglas: (Choose all that apply)

Key Pad Polling



10.) I would be in favor of the following strategies to manage traffic speeds along Douglas: (Choose all that apply)	Responses	
Narrowing of street widths	16	20.51%
Installation of bulbouts at intersections and...	17	21.79%
Enhanced landscaping	17	21.79%
Signal timing	15	19.23%
Installation of additional street trees	13	16.67%
None of the above	0	0%
Totals	**78**	**100%**

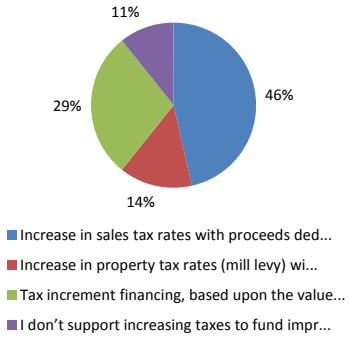
Online Survey

I would be in favor of the following strategies to manage traffic speeds along Douglas: (Choose all that apply)

Answer Options	Response Percent	Response Count
Narrowing of street widths	24.6%	16
Installation of bulbouts at intersections and bus stop locations	30.8%	20
Enhanced landscaping	55.4%	36
Signal timing	64.6%	42
Installation of additional street trees	43.1%	28
None of the above	12.3%	8
answered question		**65**
skipped question		**0**

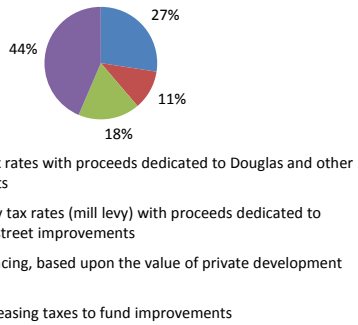
11.) I believe the following funding tool would be most effective in financing streetscape and transit improvements along Douglas. (Choose One)

Key Pad Polling



11.) I believe the following funding tool would be most effective in financing streetscape and transit improvements along Douglas. (Choose One) ( )	Responses	
Increase in sales tax rates with proceeds ded...	13	46.43%
Increase in property tax rates (mill levy) wi...	4	14.29%
Tax increment financing, based upon the value...	8	28.57%
I don't support increasing taxes to fund impr...	3	10.71%
Totals	**28**	**100%**

Online Survey

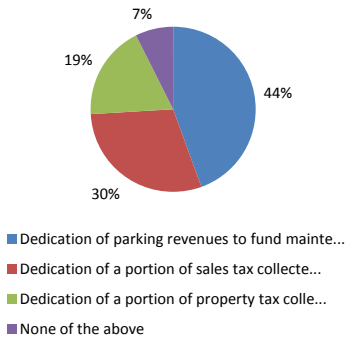


I believe the following funding tool would be most effective in financing streetscape and transit improvements along Douglas.(Choose One)

Answer Options	Response Percent	Response Count
Increase in sales tax rates with proceeds dedicated to Douglas and other street improvements	27.4%	17
Increase in property tax rates (mill levy) with proceeds dedicated to Douglas and other street improvements	11.3%	7
Tax increment financing, based upon the value of private development along Douglas	17.7%	11
I don't support increasing taxes to fund improvements	43.5%	27
answered question		**62**
skipped question		**3**

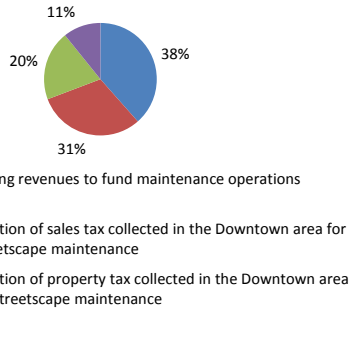
12.) I would be in favor of the following strategy for providing for maintenance of streetscape and related amenities along Douglas. (Choose One)

Key Pad Polling



12.) I would be in favor of the following strategy for providing for maintenance of streetscape and related amenities along Douglas. (Choose One) ( )	Responses	
Dedication of parking revenues to fund mainte...	12	44.44%
Dedication of a portion of sales tax collecte...	8	29.63%
Dedication of a portion of property tax colle...	5	18.52%
None of the above	2	7.41%
Totals	**27**	**100%**

Online Survey

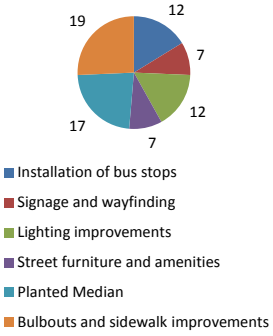


I would be in favor of the following strategy for providing for maintenance of streetscape and related amenities along Douglas.(Choose One)

Answer Options	Response Percent	Response Count
Dedication of parking revenues to fund maintenance operations	38.5%	25
Dedication of a portion of sales tax collected in the Downtown area for the funding of streetscape maintenance	30.8%	20
Dedication of a portion of property tax collected in the Downtown area for the funding of streetscape maintenance	20.0%	13
None of the above	10.8%	7
answered question		65
skipped question		0

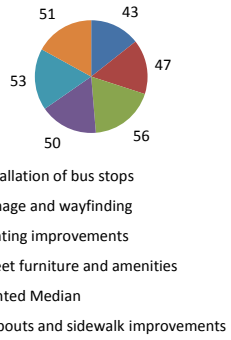
13.) I would be in favor prioritizing the following as part of the first phase of improvements along Douglas: (Rank your top three)

Key Pad Polling



13.) I would be in favor prioritizing the following as part of the first phase of improvements along Douglas: (Rank your top three) (priority ranking)	Responses	
Installation of bus stops	12	16.22%
Signage and wayfinding	7	9.46%
Lighting improvements	12	16.22%
Street furniture and amenities	7	9.46%
Planted Median	17	22.97%
Bulbouts and sidewalk improvements	19	25.68%
Totals	**74**	**100%**

Online Survey

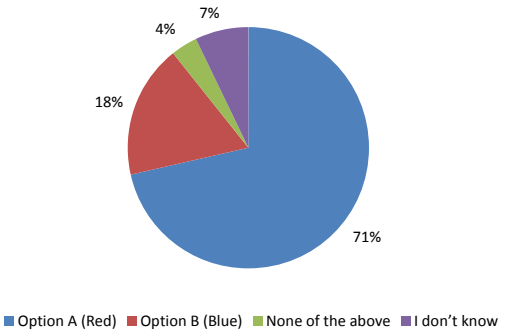


I would be in favor of prioritizing the following as part of the first phase of improvements along Douglas: (Rank your top three)

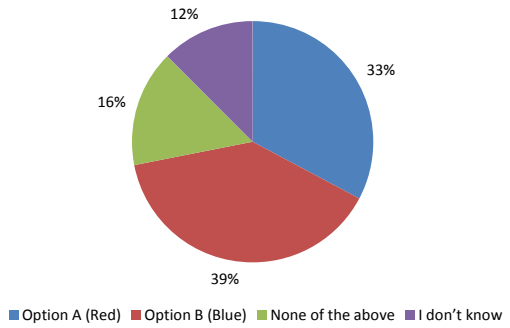
Answer Options	High		Low	Rating Average	Response Count
Installation of bus stops	13	18	12	1.98	43
Signage and wayfinding	18	21	8	1.79	47
Lighting improvements	37	15	4	1.41	56
Street furniture and amenities	18	18	14	1.92	50
Planted Median	29	8	16	1.75	53
Bulbouts and sidewalk improvements	25	16	10	1.71	51
answered question					64
skipped question					1

14.) The operating costs of Q Line route Option A total 577k dollars on an annual basis, and the operating costs of Q Line route Option B total 795k dollars on an annual basis. Given this information and the locations served by the routes, which would you prefer? (Choose One)

Key Pad Polling



Online Survey



14.) The operating costs of Q Line route Option A total 577k dollars on an annual basis, and the operating costs of Q Line route Option B total 795k dollars on an annual basis. Given this information and the locations served by the routes, which would you prefer? (Choose One) ( )

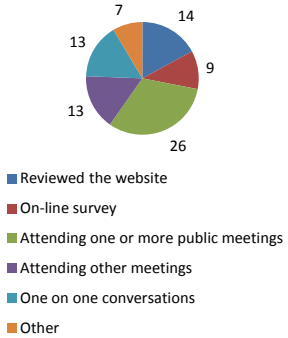
	Responses	
Option A (Red)	20	71.43%
Option B (Blue)	5	17.86%
None of the above	1	3.57%
I don't know	2	7.14%
Totals	**28**	**100%**

The operating costs of Q Line route Option A total $577,000 dollars on an annual basis, and the operating costs of Q Line route Option B total $795,000 dollars on an annual basis. Given this information and the locations served by the routes, which would you prefer? (Choose One)

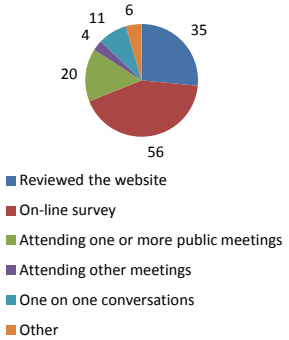
Answer Options	Response Percent	Response Count
Option A (Red)	32.8%	21
Option B (Blue)	39.1%	25
None of the above	15.6%	10
I don't know	12.5%	8
	answered question	64
	skipped question	1

15.) How have you participated in the process? (Choose all that apply)

Key Pad Polling



Online Survey



15.) How have you participated in the process? (Choose all that apply) ( )

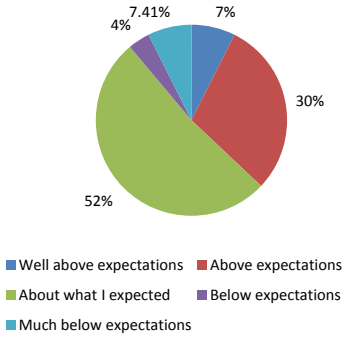
	Responses	
Reviewed the website	14	17.07%
On-line survey	9	10.98%
Attending one or more public meetings	26	31.71%
Attending other meetings	13	15.85%
One on one conversations	13	15.85%
Other	7	8.54%
Totals	**82**	**100%**

How have you participated in the process? (Choose all that apply)

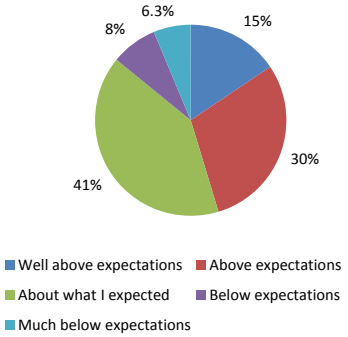
Answer Options	Response Percent	Response Count
Reviewed the website	54.7%	35
On-line survey	87.5%	56
Attending one or more public meetings	31.3%	20
Attending other meetings	6.3%	4
One on one conversations	17.2%	11
Other	9.4%	6
	answered question	64
	skipped question	1

16.) Do you feel this planning process has met your expectations regarding the key design and planning issues facing Douglas Avenue? (Choose One)

Key Pad Polling



Online Survey



16.) Do you feel this planning process has met your expectations regarding the key design and planning issues facing Douglas Avenue? (Choose One) ( )	Responses	
Well above expectations	2	7.41%
Above expectations	8	29.63%
About what I expected	14	51.85%
Below expectations	1	3.70%
Much below expectations	2	7.41%
Totals	**27**	**100%**

Do you feel this planning process has met your expectations regarding the key design and planning issues facing Douglas Avenue? (Choose One)

Answer Options	Response Percent	Response Count
Well above expectations	15.6%	10
Above expectations	29.7%	19
About what I expected	40.6%	26
Below expectations	7.8%	5
Much below expectations	6.3%	4
	answered question	64
	skipped question	1

ARTICLE E

Detailed Cost Estimate

DOUGLAS AVENUE COST ESTIMATE (Detailed)	Subtotal	Waco to Civic Center	Civic Center to Water	Water to Main	Main to Market	Market to Broadway	Broadway to Topeka	Topeka to Emporia	Emporia to St. Francis	St. Francis to Mead	Mead to Rock Island	Rock Island to Mosley	Mosley to Washington
Sidewalk	$892,524	$22,524	$59,670	$53,664	$79,956	$74,208	$90,864	$56,226	$59,832	$145,968	$32,928	$44,538	$44,388
Porous Pavement (in parallel parking spaces and between tree pits)	$209,406	$3,720	$5,850	$16,176	$8,208	$9,930	$18,504	$22,524	$22,992	$24,792	$13,092	$15,294	$17,364
Bus Stops	$500,000	$50,000	$100,000	$0	$50,000	$50,000	$0	$50,000	$50,000	$100,000	$0	$0	$0
Curbs (including demolition)	$245,330	$12,655	$31,755	$24,490	$26,818	$19,109	$20,260	$20,849	$20,443	$26,031	$10,104	$12,453	$10,651
Left Turn Bays	$91,200	$4,800	$9,600	$9,600	$9,600	$9,600	$9,600	$9,600	$9,600	$9,600	$4,800	$4,800	$0
Intersection Reconstructions (intersections with Emporia, St. Francis, Washington)	$375,000	$0	$0	$0	$0	$0	$0	$62,500	$125,000	$62,500	$0	$0	$125,000
Traffic signal conversion for two-way traffic (at Water, Market, Topeka, and Emporia)	$170,000	$0	$21,250	$21,250	$21,250	$21,250	$21,250	$42,500	$21,250	$0	$0	$0	$0
Pedestrian Crosswalk Signal	$50,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$50,000	$0	$0
ADA Ramps	$40,600	$2,900	$4,350	$2,900	$2,900	$2,900	$2,900	$2,900	$2,900	$4,350	$2,900	$2,900	$2,900
Trash Receptacles	$133,350	$6,020	$14,000	$10,500	$11,445	$11,550	$11,550	$11,795	$11,445	$21,000	$0	$0	$0
Newspaper Vending	$38,500	$0	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500	$3,500
Benches	$381,000	$9,000	$18,000	$33,000	$21,000	$21,000	$27,000	$33,000	$33,000	$48,000	$18,000	$15,000	$27,000
Bike Racks	$68,238	$1,350	$3,150	$5,400	$4,500	$5,940	$5,940	$6,066	$5,886	$8,550	$2,700	$2,700	$5,256
Median Plantings	$253,592	$9,296	$20,000	$18,080	$18,120	$17,600	$18,608	$19,056	$17,712	$67,240	$16,032	$10,024	$5,952
Street Trees	$162,400	$12,800	$16,000	$12,000	$10,400	$10,400	$11,200	$12,800	$12,800	$21,600	$7,200	$5,600	$8,800
Rain Gardens	$79,838	$0	$0	$11,550	$8,413	$11,950	$11,950	$12,513	$12,475	$0	$0	$0	$0
New street lights	$260,000	30000	30000	40000	40000	40000	40000	40000	0	0	0	0	0
Banners	$208,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000	$16,000
Pedestrian / Vehicular Wayfinding signs	$26,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000	$2,000
Interpretive Signage	$28,600	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200	$2,200
Public Art	$421,358	$18,527	$35,733	$28,231	$33,631	$32,914	$31,333	$42,603	$42,904	$56,333	$18,146	$13,701	$27,101
SUBTOTAL --->	**$4,634,935**	**$203,792**	**$393,058**	**$310,541**	**$369,941**	**$362,050**	**$344,659**	**$468,631**	**$471,939**	**$619,664**	**$199,602**	**$150,710**	**$298,112**
Contingency (20%)	$926,987	$40,758	$78,612	$62,108	$73,988	$72,410	$68,932	$93,726	$94,388	$123,933	$39,920	$30,142	$59,622
Design Fees (10%)	$556,192	$24,455	$47,167	$37,265	$44,393	$43,446	$41,359	$56,236	$56,633	$74,360	$23,952	$18,085	$35,773
Finance and Administrative Costs (5%)	$278,096	$12,227	$23,583	$18,632	$22,196	$21,723	$20,680	$28,118	$28,316	$37,180	$11,976	$9,043	$17,887
TOTAL --->	**$6,396,210**	**$281,232**	**$542,419**	**$428,547**	**$510,518**	**$499,630**	**$475,629**	**$646,711**	**$651,276**	**$855,136**	**$275,451**	**$207,980**	**$411,394**

Estimated Annual Maintenance Costs

MAINTENANCE BUDGET SUMMARY		Notes
Porous Pavement	$628	Includes annual vacuuming
Sidewalks	$44,626	Brooming and powerwashing
Rain Gardens	$9,900	
Street Trees	$4,060	Includes pruning, leaf removal
Bus Stops	$6,240	Includes regular monitoring and upkeep (paint, litter removal, etc.)
Bench Replacement	$38,100	
Trash Receptacles	$13,335	
Bike Racks	$6,824	
Litter Removal, Minor Paint Touchups	$39,936	Includes district wide litter removal and minor maintenance
Median Planting	$49,133	
Banner Replacement	$10,400	
Pedestrian / Vehicular Wayfinding Signs Replacement	$1,300	
Interpretive Signage Replacement	$1,430	
Public Art Maintenance and Replacement	$21,068	
TOTAL --->	**$246,980**	

DISTRICT ADVISORY BOARD (DAB) I
MEETING MINUTES
Monday, December 5, 2011
6:30 p.m.
Atwater Community Center, 2755 E. 19th, Wichita, Kansas 67214

Members Present	Members Absent	Guests
Janice Rich	Vicki Churchman	Andy Bias
James Roseboro		Debra Miller-Stevens
Bill Wynne		John Stevens
Twila Chaloupek		Citizen
KC Ohaebosim		
Janet Wilson		
Beverly Domitrovic		
Brandon James		
Steve Roberts		
Jesyka Ware (Youth Member)		

City of Wichita Staff Present
Vice Mayor Lavonta Williams
Firefighter Brown, Wichita Fire Department
Officer Wylie Beat 25, Wichita Police Department
Officer Lowe Beat 31, Wichita Police Department
Scott Knebel, Planning Department
Tiffanie Johnson, Housing & Community Service
Mark Stanberry, Housing & Community Service
LaShonda Garnes, District 1 Neighborhood Assistant

Order of Business

Call to Order
Vice Mayor Williams called the meeting to order at 6:33p.m.and welcomed staff and guest. **Vice Mayor Williams** welcomed guest and advised that anyone speaking should provide their name and address for the record. She thanked everyone for coming and proceeded with the first order of business.

Approval of Agenda
Roberts (Roseboro) made a motion to approve the agenda as submitted. **Motion carried. 8:0**

Approval of Minutes
Roseboro (Roberts) made a motion to approve the minutes as submitted. **Motion carried. 8:0**

Public Agenda

1. **Agenda Items**
   No items submitted.

2. **Off Agenda Items**
   No items submitted.

Staff Report

3. **Fire Report**
Firefighter Brown, Station 10, Wichita Police Department gave an update on the fire activity for the month of November.

Citywide Total Fires 16	$348K Structural Loss	$70,500 Content Loss
District 1 Total Fires 4	$38 Structural Loss	$2,550 Content Loss

Under Investigation	1	500 S. Mosley
Accidental	1	1400 S Ellis
Undetermined	1	300 S Hydraulic
Incendiary	1	1600 N Chautauqua

James wanted to know if there were any casualties as result of the fires. **Firefighter Brown** advised yes, there was one in District 1 and 1 in the city. **James** also wanted to also know if we are above/below the number of fires in comparison to previous year. **Firefighter Brown** advised that he would have to get back to the Board with a response.

Vice Mayor Williams thanked the Firefighter Brown for his updates.

Action Taken: Received and filed.

4. **Police Report**
Officer Wylie Beat 25, Wichita Police Department advised that there were 5 residential burglaries over the Thanksgiving holiday, which was a large increase. She advised that they have 3 suspects and that residents are now calling in when they see suspicious individuals roaming through the neighborhood.

Officer Wylie reminded everyone to not put their Christmas trees directly in front of their windows, but if they do, please make sure to keep their blinds closed, as this invites criminals to their homes. She also mentioned that residents should not leave their vehicles running an unattended.

Rich wanted to know if there were any patterns to the burglaries. **Wylie** advised that they all were forced entries through the back and side doors. She advised that electronics and jewelry were the items stolen in these cases. **James** wanted to know if any recovery had been made. **Wylie** advised that none had been recovered and she is still monitoring the pond shop database for those items. **Wilson** asked how long do items stay on the pond list that Officers report. **Wylie** advised until they are recovered.

Wilson wanted to know if there has been an increase in graffiti. **Wylie** advised not in her area.

Chalouepk advised that she has noticed graffiti going northbound on I-135 between Hydraulic and Lincoln. She noted that the graffiti was put on the sign with a reflective paint and can be seen better at night. **Wylie** advised that she would have to drive the area.

Officer Lowe, Beat 31, Wichita Police Department advised that burglaries have increased. He noted that in the 300 block of Ash and that an impact meeting was held and since the activity has stopped.

Lowe advised that a Crime Analysis position has been created within the Police Department. He advised that the position was designed to analyze hot spots, share information across bureaus, and prepare weekly analysis of crime data.

Lowe advised that there has also been an increase in business burglaries and that they have a suspect. He noted that cash is being stolen.

Roseboro wanted to know if burglaries had increased on Beat 43, 44, or 45. **Lowe** advised that he did not have any information for those beats.

James wanted to know if there were any patterns on the residential burglaries. **Lowe** they are occurring at different times but they seem to all be missing electronics.

Vice Mayor Williams wanted to know where the cash was that was stolen from the businesses. **Lowe** advised it is cash that is being left out. He also noted that someone of this cases might be inside jobs.

Vice Mayor Williams thanked the Officers for their updates.

Action Taken: Received and filed.

New Business

5. **DER2011-00003**

Scott Knebel, Planning Department presented information on the Douglas Avenue Corridor Transit Oriented Development Study. The purpose of the study was to determine the appropriate future design for Douglas Avenue as the downtown master plan is implemented and future transit improvements and economic development occur along the corridor.

Over the past six months, Design Workshop conducted the study, including extensive research and analysis as well as community outreach through stakeholder interviews, public meetings, and online surveys.

Project Downtown identifies Douglas Avenue as "Postcard Avenue." Project Downtown's vision is for Douglas Avenue to become a premiere transit street and distinctive walking corridor.

Knebel explained that community outreach has been completed. He noted that there were several opportunities for the community to learn more about the project and to provide their input. **Knebel** advised that there were stakeholder interviews, design charrette, 3 open houses with keypad polling, online surveys, email blasts, radio, TV, and newspaper coverage, and information was presented to boards and committees.

Knebel then explained that the research and analysis of this project included:

- Existing Conditions Assessment
  - Transportation
  - Land use and environment
- Performance Metrics
  - Safety
  - Comfort
- Comparable projects/best practices
  - Streetscaping

  - Transit
- Street design alternatives

Knebel advised that the key recommendations of the study are:

- Maintain two through travel lanes in each direction
- Provide parallel parking on both sides of the streets
- Install a center landscaped median with left turn bays only at street intersections
- Construct a curb extensions at all street intersections
- Install bus shelters every two blocks
- Improving the rail viaduct bridge to make it a gateway feature
- Explore the use of rain gardens and porous pavement
- Plant more trees and landscaping
- Upgrade streetscape features such as benches, trash cans, bicycle racks, way finding signage, and public art

Knebel advised that the three issues that came up. The first issue asked the question of should there be a median in front of Century II? **Knebel** noted that the plan is recommending no for now that more exploring is needed.

KC Ohaebosim arrived at 6:59 p.m.

Knebel advised that the community would also like to see wider sidewalks for outdoor dining. He noted that there is an option in the plan to widen sidewalks.

Knebel advised that angled parking was another issue and that it has its drawback. One drawback is with angled parking you lose two of your travel lanes, which causing an issue with having transit services on a one-lane street. The buses would have to stop in traffic causing a delay in travel for other travelers.

Knebel advised that the implementation plan estimated the cost to be $6.4M. He advised that the top 3 priorities were: 1) bus shelters and curb extensions, 2) landscaped medians, and 3) streetscape improvements. He advised that public improvements could be timed with private development. **Knebel** noted that potential funding sources included: 1) federal and state grants, 2) tax increment financing, 3) special assessments, and 4) the capital improvement program.

Knebel also explained that the cost of maintenance also needs to be considered. He advised that the estimated cost would $250K annually. He advised that there is an opportunity to partner with businesses and organizations to help maintain, but a plan should be put in place. Another option would also be to seek additional revenues through parking revenue options.

Knebel advised that this would be presented to the City Council in January for approval.

Domitrovic wanted to know if we had "bulb outs" in Delano. **Knebel** advised yes.

Roseboro wanted to know what the $250K in maintenance cost included. **Knebel** advised that it was an annual cost and it covered 20% maintenance of landscape and median, 20% sweeping and power washing the streets and sidewalks, and then maintenance and replacement cost of benches, trash cans, lights, etc. **Roseboro** wanted to know if this was budgeted. **Knebel** advised none of this budgeted at this time.

Chaloupek wanted to know if this included snow removal. **Knebel** advised that snow removal was not included in the estimated $250K. He advised that staff from Public Works were a part of the team and realizes this is an issue. He noted that funding for snow removal has not been identified. He also noted that technically the property owners adjacent to the sidewalk are responsible for removing the snow.

John Stevens, 3125 E Boston wanted to how know how a "TIF" – tax incrementing financing was to help cover the funding for this project. **Knebel** advised that there would need to be some type of development to develop in the area for tax incrementing financing to be possible. **Stevens** also wanted to know if the $250K needed for maintenance would come from the merchants. **Knebel** advised that they would look at a variety of options.

Vice Mayor Williams wanted to know if the street lights planned into the study. **Knebel** advised that it does not include replacing street lights.

Action Taken: Recommended that the City Council endorse the Douglas Avenue Corridor Transit Oriented Development Study. (Roberts) Roseboro. Motion carried 9:0

6. **ZON2011-00036**

Scott Knebel, Planning Department presented information on the request for a zoning change from General Commercial to Single-Family Residential at the property generally located northwest of the intersection of east 11th Street and north Ohio Street (1207 N. Ohio).

Andy Bias, Mennonite Housing, 2145 N. Topeka advised that Mennonite Housing is the applicant for this case. He advised that they are in the process of developing this property and that they are requesting the zone change to assist consumers in the loan process. **Bias** advised that generally lenders discourage approving loans for single family residences that are built on a general commercial lot. So, to ensure that the process is not slowed down because of this issue, Mennonite Housing is working to get the zoning changed prior to the consumer applying for a loan.

Domitrovic wanted to know if this property impeded on any historical sites. **Bias** said no that the building was outside of the area deemed as historical.

Roseboro wanted to know if they planned to sale the house. **Bias** said yes.

Debra Miller-Stevens, 3125 E Boston wanted to know if the adjacent lots to this development were single family homes. **Bias** confirmed yes.

Chaloupek wanted to know if this was the only property zoned general commercial. **Bias** stated yes.

Wynne wanted to k now if the home would have a basement. **Bias** confirmed yes.

Vice Mayor Williams suggested that board members make an appointment to walk through the houses they are building to get an idea of the great work they are doing.

Action Taken: Recommended approval the zoning request according to the recommendation in the staff report. (Roberts) Wilson. Motion carried 9:0

7. **Recommendations for FY2012 – 2013 Funding Allocations: CDBG, HOME, ESG Funds**
Mark Stanberry, Housing & Community Services presented information on the recommendations for FY2012 – 2013 funding allocations. **Stanberry** advised that Wichita is an entitlement city and as such Wichita receives annual allocations of Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME), and Emergency Shelter Grant (ESG) funds.

Stanberry advised that in order to receive these funds the City is required to prepare a Five Year Consolidated Plan. Then each year the City is required to submit an annual spending plan which addresses the priorities identified in the five year plan.

Stanberry advised that the City submitted a Consolidated Plan for 2009 – 2013 and staff is soliciting input from the community, as to funding priorities for the fiscal year which starts July 1, 2012 and ends on June 30, 2013. He also noted that CDBG funding will be decreased by 11.6% and HOME by 37% in 2012.

Stanberry asked that board members to complete the community priority survey and get back to LaShonda for submission, so that the community feedback could be reviewed and considered as they make funding allocation decisions.

Action Taken: Board members completed the surveys and submitted them to Stanberry.

8. **Nomination of Grants Review Committee Representative – District 1**
Mark Stanberry, Housing & Community Services presented information on the need for District 1 to nominate a representative to serve on the Grants Review Committee. He noted that the Grants Review Committee is responsible for meeting 3 times for the program year and that they will be responsible for considering funding applications and proposals for recommendations to the City Manager and City Council.

The board discussed a nominee among themselves and then made a motion to nominate James Roseboro and Brandon James. **Vice Mayor Williams** called for a vote and Brandon James was nominated as the District 1 representative by a 5:4 vote.

Action Taken: Recommended Brandon James as the District 1 representative for the Grants Review Committee.

Updates, Issues and Reports

Chaloupek advised that the Linwood Thanksgiving party went well, they served approximately 352 people.

Vice Mayor Williams asked Chaloupek where they were with evaluating the lights in the Linwood area. **Chaloupek** advised that she had sent the report. **Vice Mayor Williams** asked if she could resend the report.

Roseboro advised that NE Heights, NE Millair, Matlock Heights, and Kenmar Neighborhood Association would be hosting a joint Christmas Party on Friday, December 10th. He also advised that WIN Annual Membership event will be held at All Occasions on January 9th at 6:00 p.m. Tickets are $15.00

Roberts advised that the next Crestview Heights Neighborhood Association meeting would be January 19th.

Domitrovic advised that she was still working with the new leaders for Schweiter Neighborhood Association and they would have their meeting on January 12th at Hope Church.

Vice Mayor Williams suggested that we probably should meet with the new presidents of the Neighborhood Association

Roseboro reminded the board and guest that the City Council would be discussing the water rates and they those who could attend should.

Wilson advised that A Price Woodard, Murdock, and St. Paul Neighborhood Association would have a combined Christmas party on December 15th at 6:00 p.m. at Madison Community Center on 10th & Madison.

Ware advised that she would be speaking Christian Faith Center on December 30th regarding restoring the community.

Vice Mayor Williams advised that she had received information regarding a possible Dollar General go in at 8th & Oliver where the apartments are currently located.

James advised that the Student Activity & Leadership at Wichita State University is combining and looking for an opportunity to work with the City of Wichita to address some opportunities for the community. He noted that they are thinking about bringing a music event to the area. **James** advised that some of the other things they worked on this year included working with community business for student discounts, a ban against smoking on campus, and parking issues.

Ohaebosim wanted to know if any information was available regarding the hotel project, as he thought over 3500 petitions had been turned in.

Vice Mayor Williams acknowledged and thanked our young people for all of their hard work and commitment to serving. She encouraged them to stay involved.

Debra Miller-Stevens, 3125 E Boston advised that last Tuesday Schweiter East had a workshop that was sponsored by AARP, CPAAA, and Visioneering. She noted that they had a national neighborhood activist come out and assess their area and talk about rehabbing the community with the current economic environment. **Vice Mayor Williams** added that it was a very good meeting and there are some low hanging fruit that can be addressed.

Chaloupek wanted to know if someone could send the highlights of the workshop for other Neighborhood Associations to review for possible opportunities. **Miller-Stevens** advised that they were going to send a final reports and that she would share that when it was available.

Roseboro asked that when these meetings are scheduled to please let the community know.

John Stevens, 3125 E Boston stated that he is unhappy with the city's transit service. He stated that it was unacceptable that there was no transit service on Black Friday. He noted that people still had to work, it was one of the biggest shopping days of the year and there was no service. He wanted to know what outlet does he need to use to get something done. Does he need to go to the editor? Bob Weeks? **Vice Mayor Williams** advised that this was a concern for her as well and that she was not aware there would be no service on Black Friday. She noted that she has made the City Manager aware of her concerns and that something has to be done about transit service.

Wynne added that he is in agreement with Stevens comments and that this could also create a reduction in ridership if services are not available when people need them.

Vice Mayor Williams stated if we could find another way to provide the service, we could increase ridership.

Wilson advised that she stop riding the bus when transit changed it service years ago.

James commented that we needed to rethink how we think about the bus service.

Roseboro asked if limited service would be an issue over the Christmas holiday. **Vice Mayor Williams** advised that more no service days are being considered.

Chaloupek wanted to know if buses were ADA accessible. **Vice Mayor Williams** said yes.

Wynne wanted to know if there was an update on the Red Bud Trail. **Vice Mayor Williams** advised they are still designing the plan.

James wanted to know if we could engage the private sector to see how they operate efficient transit services.

With no further business, the meeting adjourned at 8:26 p.m.

Respectfully Submitted,
LaShonda Garnes
Neighborhood Assistant

District VI Advisory Board
Minutes
www.wichita.gov

Monday
December 5, 2011
6:30 p.m.

Evergreen Recreation Center
2700 N. Woodland
Clubroom /Lounge

The District VI Advisory Board meeting was held at 6:30 p.m. at the Evergreen Recreation Center Lounge Clubroom 2700 N. Woodland. District VI Council Member Miller led the meeting with nine (9) District Advisory Board members, eleven (11) city staff and sixteen (16) members of the public present (four did not sign in).

Members Present
Cathy Landwehr
Denise O'Leary-Siemer
Denice Bruce
John VanWalleghen
Charlie Claycomb
Joel Weihe
Scott Dunakey
Alexis Johnson-youth
Deborah Sanders

Members Absent
Pat Randleas

Staff Present
Officer Steve Jerrell, Patrol North
Janet Johnson, Neighborhood Assistant
Lesa Lank, Housing & Community Development
Battalion Chief Sid Newby
Scott Knebel, Planning
Officer Nate Schwiethale, Patrol South
Jess McNeely, Planning
Gary Janzen, Public Works
Shawn Mellies, Public Works
Officer Charley Davidson, Patrol West
Officer Joe Camp, Patrol North

Council Member Miller called the meeting to order at 6:30 p.m. welcoming everyone.

Approval of Minutes
The minutes for Nov. 7 were approved as submitted. (**VanWalleghen/Dunakey 8-0**)

Approval of Agenda
The agenda was approved as submitted (**Landwehr/Bruce 8-0**)

Public Agenda
1. **Scheduled items:** None at this time
2. **Off-agenda items:** None at this time

Staff Presentations

3. **Community Police Report**

Patrol West: *Officer Davidson* reported they are seeing an increase in auto thefts, particularly Hondas and other cars that are left running and unlocked. He also encouraged everyone to look at the "Lights on St. Paul" and announced that Officer Rick Tejeda will replace Officer Birdwell.

Patrol South: *Officer Schwiethale* reported for Old Town stating there has been a huge increase in non-residential burglaries. The suspects are gaining access by breaking through windows; he said Patrol South is working on this crime trend. Schwiethale suggested that business owners keep their lights on and also update their emergency contact reports with 911.

Patrol North: *Officer Camp* reported an increase in larcenies from cars, with a focus on cars in parking lots.

Officer Jerrell said they are seeing an increase in vandalisms at apartments. Also, Officer Rusco is replacing Officer Lang on 49 beat.

*****Action: Receive and file

4. **Fire Department Report**
Battalion Chief Newby said this is a very busy time of year for the Fire Department as they are having a lot of heating-related fires. He reminded everyone to check their smoke alarms to make sure they are working and to keep Christmas trees (especially real trees) away from heat sources. Newby said there have been two recent fires in District 6; one RV fire and an accidental house fire.

*****Action: Receive and file

New Business

5. **Nomination of Grants Review Committee Representative – District VI** Lesa Lank
The Grants Review Committee members are appointed annually by the City Council. Housing and Community Services Department staff meets with them as they review applications from agencies who apply for HOME and proposals for CDBG Public Services and ESG programs.

Deborah Sanders said she was interested in serving on this Committee.

****Action: The District VI Advisory Board members made a motion recommend Sanders to this Committee
Approval (Dunakey/VanWalleghen 8-0)

6. **Recommendations for FY 2012-2013 Funding Allocations: CDBG, HOME, ESG Funds** Lesa Lank
Housing and Community Services is soliciting input from the community, as to funding priorities for the fiscal year which starts July 1, 2012 and ends on June 30, 2013. They have created an easy to use survey sheet that is available in hard copy, or on the city's website www.wichita.gov on the Housing page. All surveys must be completed by Dec. 19.

The Board asked/made the following questions/comments: *Responses in Italics*

- Can any of this funding be used for public transportation? *No, these funds cannot be used for that*
- Thank you for shortening this presentation this year. *Last year's exercise was difficult, we worked to simplify it this year and focus on what's important to citizens.*

One member of the public asked:
Lou Confessori, 2145 N. Topeka/Who, besides DAB representatives, serve on the committee? *Lank said there are representatives from USD 259, United Way, Wichita Independent Neighborhoods and small and large businesses.*

*****Action: The DAB agreed to participate in the survey.

7. **ZON2011-00035** 3851 N. Broadway St. – Jess McNeely
City zone change from SF-5 Single-Family to GC General Commercial with a Protective Overlay; generally located south of I-235 and west of Broadway. The applicant wants to use the property as a tree nursery.

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

The Board asked/made the following questions/comments: *Responses in Italics*

- If we change the zoning, can we keep them from putting in a different kind of business in there at a later time? *That's the purpose of the protective overlay – to prevent that from happening.*
- What types of businesses does GC include? *Car lots, warehouses and manufacturing are some examples.*
- How are they going to access the property? *They can't use a residential street for access; they will access the nursery by crossing their own property.*

- Will there be a separate application for the sign? *No, the signage is a part of this application.*
- What kind of nursery is this going to be? *A tree nursery for landscaping projects; it will not be a retail operation.*
- If the groundwater is polluted, how are they going to water trees? *The groundwater isn't polluted.*

One member of the public had the following concerns:
Bruce Simkins, 501 W. 42nd St. N./ I have two issues – pollution and noise. In looking at the aerial photographs there are a lot of trucks parked there. What are they doing there? And noise – in the past we have had a lot of noise in our neighborhood from Love Box, Pratt Industries and Mel Hambleton. And a nursery uses chemicals – this will contribute even more to the already existing ground water pollution. *McNeeley said the zoning code doesn't regulate the use of fertilizers, that would be under environmental laws. Greg Ferris (representative for the applicant) said the trucks belong to Reddi Industries and they are just parked there.*

*****Action:** the Board moved to recommend approval subject to the provisions of the protective overlay and prohibiting access from a residential street.
Approval (Dunakey/VanWalleghen 8-0)

8. **37th Street North Improvement, between Broadway and Hydraulic** Shawn Mellies and Gary Janzen
Staff presented the proposed improvement which consists of a three lane roadway with one through lane in each direction and a center two-way left turn lane, curb and gutter, and drainage improvements. The lane width will be configured to accommodate the large truck traffic.

Scott Dunakey and Denise Bruce indicated they have a conflict of interest and would be abstaining from the vote on this item.

Janzen said this street carries about 8,000 vehicles per day and the projected traffic counts for 2035 look about the same. He said one of the challenges with this project is making it wide enough to accommodate large truck traffic in the space that is available. He said during construction the road will only be able to carry one lane of traffic, which will most likely be east bound traffic, but they will study that more closely when they get closer to construction. The funding is half City funding and half Federal funding, with no assessments to property owners.

Mellies reviewed the construction plan, and Joel Surmeier from PEC reviewed the drainage plan. Surmeier said there will be no changes in drainage patterns.

The Board asked/made the following questions/comments: *Responses in Italics*

- Was there a conscious decision about bike paths and sidewalks on this project? *There were a lot of restrictions due to limited space; it's going to be a struggle to get a sidewalk in. Because the area is mainly industrial and commercial it doesn't appear there's a lot of demand for bike paths and sidewalks. We don't have the space on this project for off street bike lanes and if we do on street bike lanes it's going to cause drainage issues.*
- I would encourage the City to always think about bike lanes when doing new projects. *We do.*

Members of the public had the following concerns:

- Why is there no assessment against the businesses to pay for this? *Because it's an arterial street and the city at large will benefit from the improvement.*
- I think the plan looks pretty good – can I get a business card with contact information for the project manager? *Construction won't start until 2013 and we'll have a meeting with area property owners before construction starts and share all the contact information. In the meantime, contact Shawn Mellies with any questions or concerns.*
- Will this project affect the bus route? *Not sure. We'll work with Transit to make sure service isn't interrupted.*

*****Action:** the Board moved to recommend approval of the project
Approval (VanWalleghen/Weihe 6-0-2)

9. DER2011-03: Douglas Avenue Corridor Transit Oriented Development Study Scott Knebel
Scott Knebel presented the findings of the Douglas Avenue Corridor Transit Oriented Development Study. The key recommendations of the study are:

- Maintain two through travel lanes in each direction
- Provide parallel parking on both sides of the street
- Install a center landscaped median with left turn bays only at street intersections
- Construct curb extensions at all street intersections
- Install bus shelters every two blocks
- Improving the rail viaduct bridge to make it a gateway feature
- Explore the use of rain gardens and porous pavement
- Plant more trees and landscaping
- Upgrade streetscape features such as benches, trash cans, bicycle racks, way finding signage, and public art

The total estimated cost of all recommended improvements is approximately $6.4 million. The study recommends a variety of funding sources for capital improvements, including Federal and State grants; tax increment financing; special assessments; and the City's Capital Improvement Program (CIP). Maintaining the additional improvements would cost approximately $250,000 per year. The study recommends a variety of funding sources for maintenance in addition to the City's maintenance budget, including partnerships with businesses and organizations; parking revenue; sponsorships; donations, and volunteers.

The Board asked/made the following questions/comments: *Responses in Italics*

- Eliminating the street access to businesses is troubling. *This is a broad brush; we would need to do a traffic study.*
- A number of the alleys in this area are in terrible shape and would need to be upgraded. *What I presented isn't really a project; it's more of a vision. There are lots of things included here that will have to be studied in greater detail.*
- So we're voting to think about something? *It's a little more than that – we're asking for an endorsement of the concept.*
- What about bike lanes? *The downtown plan includes bike paths on 1st and 2nd Streets and on Waterman, but not on Douglas.*
- What about lighting? *The lighting is actually very good*
- Why are there no bike lanes on Douglas? *It's not possible to accommodate all modes of travel, and that includes transit. Bike riders will be able to access downtown via 1st, 2nd and Waterman.*
- I think it's important to reinforce the maintenance priority.

Council Member Miller said she is concerned about the maintenance costs. She said we will need to be very deliberate in plant selection and in other details.

*****Action: the Board moved to recommend the City Council endorse the study
Approval (Claycomb/Weihe 8-0)

Board Agenda
10. **Problem Properties**
The 1200 and 1300 blocks of N. Emporia have no street lights.

11. **Neighborhood Reports**

*****Action: Receive and file.

Updates from the Councilmember

Announcements

- Next DAB Meeting will be on Wednesday, January 18, 2012

With no further business to discuss the meeting adjourned.

Guests

Joel Surmeier
Greg Ferris
Paul Dohm
Bruce Simkins
RuthAnn Phillips
Rick Phillips
Harry Conway
Rick Lowe
Bruce Muhm
Louis Eftink
Craig Pumphrey
Richard Wilson
Matt Devins
Lou Confessori

Respectfully Submitted,

Janet Johnson, Neighborhood Assistant

EXCERPT MINUTES OF THE DECEMBER 8, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

COMMISSIONER FOSTER back on the bench.

Case No.: DER2011-03 - Douglas Avenue Corridor Transit Oriented Development Study.

Background: On April 5, 2011, the City Council approved a grant application to the Wichita Area Metropolitan Planning Organization (WAMPO) to fund a Douglas Avenue Corridor Transit Oriented Development Study for the portion of Douglas Avenue within downtown from Washington Avenue to McLean Boulevard. The purpose of the study was to determine the appropriate future design for Douglas Avenue as the downtown master plan is implemented and future transit improvements and economic development occur along the corridor. The grant application was successful, and the grant provided funding from the Federal Transit Administration in the amount of $100,000 and from the Kansas Department of Transportation in the amount of $25,000. On May 10, 2011, the City Council awarded a contract to Design Workshop to complete the study.

Analysis: Over the past six months, Design Workshop conducted the study, including extensive research and analysis as well as community outreach through stakeholder interviews, public meetings, and online surveys. The Douglas Avenue Corridor Transit Oriented Development Study, Draft November 2011 is attached. The key recommendations of the study are:

- Maintain two through travel lanes in each direction
- Provide parallel parking on both sides of the street
- Install a center landscaped median with left turn bays only at street intersections
- Construct curb extensions at all street intersections
- Install bus shelters every two blocks
- Improving the rail viaduct bridge to make it a gateway feature
- Explore the use of rain gardens and porous pavement
- Plant more trees and landscaping
- Upgrade streetscape features such as benches, trash cans, bicycle racks, wayfinding signage, and public art

The study also recommends the following potential modifications as circumstances warrant:

- Not installing the center landscaped median in front of Century II if it is determined that doing so would limit the ability to use Douglas Avenue in this location for parades and community events
- Eliminating parallel parking one or both sides of the street in areas with high concentrations of restaurants or retail in order to provide for wider sidewalks for outdoor dining and shopping
- Providing angled parking in Old Town and not installing the center landscaped median

The study recommends the following priorities for installing improvements:

1. Bus shelters and curb extensions
2. Landscaped median

3. Streetscape improvements

The total estimated cost of all recommended improvements is approximately $6.4 million. The study recommends a variety of funding sources for capital improvements, including Federal and State grants; tax increment financing; special assessments; and the City's Capital Improvement Program (CIP). Maintaining the additional improvements would cost approximately $250,000 per year. The study recommends a variety of funding sources for maintenance in addition to the City's maintenance budget, including partnerships with businesses and organizations; parking revenue; sponsorships; donations, and volunteers.

Staff is recommending that the City Council endorse the design concepts and guidelines recommended in the Douglas Avenue Corridor Transit Oriented Development Study. By endorsing the study, the City Council will direct that the City of Wichita use its recommended design concepts and guidelines in future planning and decision-making regarding infrastructure and transit service investments along the Douglas Avenue corridor in downtown. Additionally, staff is recommending the City Council direct staff to update the Douglas Avenue Corridor Transit Oriented Development Study as necessary changes and refinements are identified through the design and construction of specific improvements, ongoing traffic analysis, the realities of fiscal constraints, and ongoing lessons learned from similar initiatives.

Recommendation/Actions: It is recommended that the MAPC recommend that the City Council endorse the Douglas Avenue Corridor Transit Oriented Development Study.

SCOTT KNEBEL, Planning Staff presented the Staff Report.

ALDRICH said the City has come full-circle and is proposing spending $6.4 million to go back to the way the area was 15 years ago with center medians, nice parking and center trees. He said the way it used to be was much more pedestrian friendly and a good place to be in business. He said the City tore all that out under a plan a few years back and now there is another plan to spend more money to go back to the way it was irritates him a little bit. He said he feels like the City is spinning its wheels and funding sources from Federal and State governments are a little tight right now. He said he understands the idea of revitalizing downtown to get more business in, but with a Tax Increment Finance (TIF) district, it will cost extra to do business downtown. That has a tendency of driving business away.

KNEBEL said there is additional revenue from the additional development; however, he said he agreed with **COMMISSIONER ALDRICH** that placing additional assessments on existing businesses would be detrimental. He said with new development there will be increased capital investment and the revenue generated from that additional development would be reinvested in the area.

DOWNING asked if adjustments to the plan could be made at this time. He said he understands that at some point you have to fire the engineers and build the airplane; however, he specifically asked if the recommendation for parallel parking could be revisited because he does not feel that it is best for this plan. He asked staff and the Commission to envision stopping traffic to back in and parallel park. He said the outside lane could be backed up for 2 blocks and that is going to make folks unhappy and increase pollution/smog in the area. In addition, he said parallel parking will slow traffic movement

considerably. He said angled parking is quicker and that will facilitate moving traffic through the downtown area if that is the goal of the Plan.

KNEBEL mentioned the width of the right-of-way in the area and that the only real option is parallel parking. He said angled parking on both sides of the street will create a single through travel lane and the analysis is pretty clear that at a.m. and p.m. peak hours that will create a lot of congestion, which would also generate the types of concerns about air quality that were mentioned. He said the other option the consultant looked at was taking parking off the street entirely, but merchants in the area were dissatisfied with that.

MILLER STEVENS asked if the consultant coordinated and consulted with other transit type projects and plans in the area including the Bicycle Plan, etc.

KNEBEL said there was collaboration and that they coordinated with the Douglas Street Design District Plan and the Bicycle Master Plan. He mentioned the piece regarding putting the median back in was a return to a not too long ago choice. He added that much of the focus and debate on this particular corridor was on parking, how many travel lanes and whether or not to have on-street bicycle lanes. He mentioned that the Downtown Master Plan recommended on-street bicycle lanes east/west on 1st and 2nd and on Waterman and that Douglas be the focus for the transit primarily because it serves the highest density population and is most suited to transit. He said the street right-of-way isn't big enough to have angled parking, bicycle lanes and bus service all in the same place so they had to have some tradeoffs. He said what they have brought forward is what the citizens who participated in the process and professional staff thought was the most workable solution.

MCKAY commented that when the Advance Plans Committee reviewed the Plan, and two items were brought up that he was not sure have been addressed. He asked whether tree plantings in the middle median and on the sides of the street would be any concern to busses and larger vehicles coming through the area.

KNEBEL referred Commissioners to the plant materials suggested in the appendix for the median and elsewhere. He said they trusted the landscape architects that have been employed to pick plant species that will address trees growing over travel lanes. He said those concerns and comments were relayed to the landscape architects several times by the Advance Plans Committee and other advisory boards during this process.

MCKAY said the other item that was discussed at length was the parking issue. He asked how many parking spaces will be available.

KNEBEL said he did not don't know the answer off the top of his head and added that there was also some recommended modifications to lane configurations on the north/south streets to provide angled parking and still provide two travel lanes in a one way direction. He said when all those changes are factored in; it results in an increase in the number of parking spaces serving the Douglas corridor.

MCKAY said if there are going to be trees on both sides of the corridor, it could be a mess not only from a traffic standpoint but also because of the birds.

CHAIR FARNEY asked about the estimated $250,000 additional maintenance cost.

KNEBEL said that was the estimate and referred Commissioners to page 109 of the Plan which was an itemized breakdown of the maintenance budget. He said some of the items could be changed and/or modified and they could pick and choose or opt to invest in some items at lower levels. He said the numbers may be a bit aggressive. He said maintenance of the area could still be provided without reaching the projected budget.

MITCHELL asked how much of the current estimated cost of the project is included in the current CIP.

KNEBEL said at this point in time, none of the Plan costs are included in the CIP.

MITCHELL asked if there was any cost to the transit service to provide what has been included in the plan that hasn't been estimated.

KNEBEL said some of the estimated maintenance costs are increases to transit because there are some pieces of it that are transit related. He said in terms of the transit operation itself that was beyond the scope of this Plan. He said there are some recommendations concerning expansion of service and what that might cost contained in a one-page analysis done by the Traffic Engineer and Consultant.

MITCHELL clarified that the plan suggests extending sidewalks out to street to provide extra space for outdoor restaurants.

KNEBEL replied yes.

MITCHELL clarified that if private enterprises use any portion of the public right-of-way there is a minor street privilege fee charge.

KNEBEL replied yes that was the current ordinance and the Plan does not recommend that be modified. He said he understands that the City will be initiating discussion regarding potential modifications to that ordinance; however, he believes it pertains to the types of activities that can be done in an outdoor dining facility not the revenue structure. He said those revenues could be a potential source to offset some of the maintenance costs.

ALDRICH asked what happened to the downtown development plan from 8-10 years ago. He said he seemed to recall that added about 144 spaces of additional angled parking in the area and turned Williams into a pedestrian thoroughfare.

KNEBEL said there was discussion about angled parking along Douglas during development of the Arena Neighborhood Redevelopment plan as well. He said that plan recommends this same configuration. He said basically the City Council will have 3 plans, if this plan is endorsed by the City

Council, with the same configuration of two through travel lanes, a center turn lane and parallel parking on each side of the street.

KNEBEL mentioned that they researched why the median was taken out previously and it appears to have been a maintenance issue. He said perhaps they need to point out more strongly that there was a median at that location in the past and the maintenance investment was not made so it was taken out.

> **MOTION:** To recommend that the City Council endorse the Douglas Avenue Corridor Transit Oriented Development Study.
>
> **DENNIS** moved, **DOWNING** seconded the motion, and it carried (6-4). **MITCHELL, MCKAY, ALDRICH, KLAUSMEYER** – No.

MITCHELL said without a better handle on how this plan could affect the current Capital Improvement Plan, he cannot support the plan as presented.

Minutes of the Meeting of the Wichita Transit Advisory Board

Wichita, Kansas
Friday, January 17, 2012
10:00 AM

The Wichita Transit Advisory Board met in regular session. Present were Chair Irene Hart and board members Sanford Alexander, Richard Carlon, Jennifer Connelly, Jeff Fluhr, Brad Gorsuch, George Harris, and Richard Schodorf.

1. Call to order at 10:00 AM
2. Introductions
3. Approval of minutes of the December 9 board meeting couldn't take place as a quorum of board members wasn't present
4. Public comment: None
5. Reports
   a. Director's Report
      - Submitted request to City Council to extend budget authority
      - Concluded annual local audit; FTA audit upcoming regarding drug and alcohol program
      - Changes in our annual apportionment grant from the FTA
      - Working on new grants for the CNG conversion for 2014
      - Reapportion funding to service agencies
      - NEW: Greyhound has asked to move into downtown Transit Center and close their facility; would result in $150,000 additional revenue for Transit; the footprint of the Transit Center would not change; there would be no additional cost to Transit; does the board approve endorsement of submitting a contract to the City? No quorum was present, but there was a consensus among board members to approve.
6. Old Business
   a. Consideration of support for the Douglas Avenue Corridor Transit-Oriented Development Study - A motion was made by Sanford Alexander to suspend the quorum requirement to be able to vote on this item; Jay Hinkel stated this is not possible; there was a consensus among board members to provide this statement to the City Council:

      The Transit Advisory Board is encouraged that the City Council is moving forward with implementation of the Downtown Development Plan. We support the concepts of the "Douglas Avenue Corridor Transit Oriented Development Study" (DACTOD) as presented with its emphasis on transit and transit rider access and safety. Within the next few months, we will be receiving the results of our Transit Community Outreach Study, and we are eager to incorporate the Outreach Study results as the details of the DACTOD are developed.
7. New Business
   a. Approve public policy - The draft of a policy from Jay Hinkel was discussed; a board member commented that this policy doesn't allow for spontaneity from the public; Mr. Hinkle replied that this policy is designed to restrict spontaneity, to bring to the board something that's been well considered; as a result of the board's comments, Chair Hart will rework the draft
7. Announcements - Mike Vinson introduced Stephen Banks, Transit's new part-time long-range planner
8. Other - None
9. Meeting adourned at 11:30 AM

CITY OF WICHITA

Wichita-Sedgwick County Metropolitan Area Planning Department

HISTORIC PRESERVATION BOARD

January 11, 2012

Scott Knebel
Downtown Revitalization Manager
Metropolitan Area Planning Department, 10th Floor
Wichita, KS 67202

Dear Mr. Knebel:
At the regularly scheduled meeting of the Historic Preservation Board held January 9, 2012 at 2:00 p.m. in the Large Conference Room, 10th Floor, City Hall, the following item was approved by a 5-0 vote.

> Item 9-1: The Historic Preservation Board voted unanimously to support Douglas Avenue Corridor Transit Oriented Development Study and recommends the City Council adopt **the RESOLUTION ENDORSING THE DESIGN CONCEPTS AND GUIDELINES RECOMMENDED IN THE DOUGLAS AVENUE CORRIDOR TRANSIT ORIENTED DEVELOPMENT STUDY, JANUARY 2012.**

Kathy L. Morgan, Senior Planner
MAPD, Historic Preservation Office
kmorgan@wichita.gov

Date: January 11, 2012

WICHITA
DOWNTOWN
Development Corporation

January 24, 2012

The Honorable Mayor Carl Brewer
City Hall, First Floor
155 N. Main
Wichita, KS 67202

Dear Mayor,

On behalf of the Board of Directors of the Wichita Downtown Development Corporation (WDDC), I am pleased to submit this letter of support for the **Douglas Avenue Corridor Transit Oriented Development Study**. On December 15, 2012, our Board voted unanimously to endorse this plan.

This study is a continuation of **Project Downtown** which calls for an implementation plan for the revitalization of Douglas Avenue's streetscape. The plan specifically calls for this corridor to be a transit-oriented street with additional streetscape enhancements that will return Douglas Avenue to its historic position as the "postcard" avenue of Wichita.

This study leverages comprehensive public outreach to create a plan with input from the City, Downtown residents, business and property owners and the greater Wichita community. The design consultants were guided by a Steering Committee comprised of City staff members along with representatives from the design community. The final plan was also thoughtfully developed through a series of charrette sessions, public open houses, keypad polling and online surveys. Going forward, the study will serve as a roadmap for the revitalization of Douglas Avenue and an extension of **Project Downtown**.

In conclusion, we fully support the recommendations made by this study and look forward to seeing its implementation. We greatly appreciate our partnership with the City of Wichita and are committed to the continued progress of Downtown.

Respectfully,

Tom Docking
Chair

cc: Wichita City Council
Robert Layton, City Manager

507 E. Douglas
Wichita, KS 67202
316.264.6005 phone
316.264.0869 fax
www.downtownwichita.org

DRAFT – Not Approved

Design Council

Minutes
January 18, 2011
Century II Room 101AB
225 W. Douglas, First Floor
11:00 a.m.

Design Council Members Present: Jeff Best, Melissa Gregory, Phil Meyer, Kurt Skinner, Dan Rouser, Todd Whipple, Dennis Smith, Stan Shelden

Absent: Brad Biddle, Shawn Stuckey, Patricia McDonnell, Jeff Lackey, Ken Bengtson, Nancy Boewe, Tim Austin

Others present:
Janet Miller, City of Wichita
LaVonta Williams, City of Wichita
Jim Armour, City of Wichita
Scott Knebel, City of Wichita
John D'Angelo, City of Wichita
Bernadette Bradshaw, City of Wichita

Approval of the minutes
Dennis Smith requested approval of the minutes. Phil Meyer moved to accept the December minutes as presented. Melissa Gregory seconded. Motion passed.

Item 1 – Douglas Avenue Corridor Transit Oriented Development Study
Scott Knebel, City of Wichita, opened the discussion by explaining how the study has progressed and the various steps that have been taken to reach the conclusion being presented today. The study encompasses Douglas Street from McLean Boulevard proceeding east to Washington Avenue. Douglas Street was identified in the Project Downtown plan as a "postcard" avenue in Wichita. The plan's vision for Douglas Street is to become a premier street with a distinctive transit oriented, high volume pedestrian corridor.

As part of this study, the design team has held numerous community meetings and listening sessions. They have held a design charrette, conducted open houses, sent out online surveys and media postings and met with various advisory boards and committees. The study also included in-depth research and analysis of the existing conditions for transportation and land use; safety and comfort; study of comparable projects and conditions for streetscaping and transit; and design alternatives.

As a result of the outreach and analysis, key recommendations were identified which include two travel lanes in each direction with median left turn bays only at intersections, center landscaped medians between most (but not all) blocks, bus shelters every two blocks, curb extensions at all intersections, and parallel parking on both sides of the street. In addition, tree planting, rain gardens, porous pavement, benches, trash cans, bike racks, wayfinding and public art were also identified as priorities.

Implementation of the plan will include the priorities of bus shelters and curb extensions, landscaped medians and streetscape improvements. Cost for the project is estimated at $6.4

million dollars. Potential funding sources include Federal and State grants, TIF financing, special assessments and the Capital Improvement Program.

The design team and community input indicated that maintenance of the environment and improvements was most important. The consensus of the community was that improvements estimate the annual maintenance costs to the improvements will be $250,000. Plans to partner with businesses and organizations to provide maintenance need to be implemented as well as review of other possible sources of revenue including parking, sponsorships, donations and volunteers.

At this point, discussion was opened to the Design Council members for comment. Consensus of the board was that the plan presented today was an improvement over the previous plan. Board members felt it was of vital importance that the Kennedy Plaza plan and the Douglas plan be developed in conjunction with each other. Board members also felt it was important to develop the Douglas Street rail corridor bridge into something special as it serves as a place setting or gateway into the downtown area. Board members stated they wanted more than just pretty lighting or applied art to the bridge structure; consensus agreed that the structure needs to make a bold statement. The Douglas Street Bridge over the Arkansas and Kennedy Plaza serve as the place setter or gateway on the west side of the project. Board members felt it was important that the two bookend place setter or gateways share similar ingredients or continuity without being exactly the same.

Dennis Smith moved to accept the Douglas Avenue Corridor Transit Oriented Development study as presented. Stan Shelden seconded. Motion passed. Phil Meyer abstained from voting.

As there was no further business, **Kurt Skinner moved to adjourn. Phil Meyer seconded. Motion passed.**

Agenda Item No. V-1

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

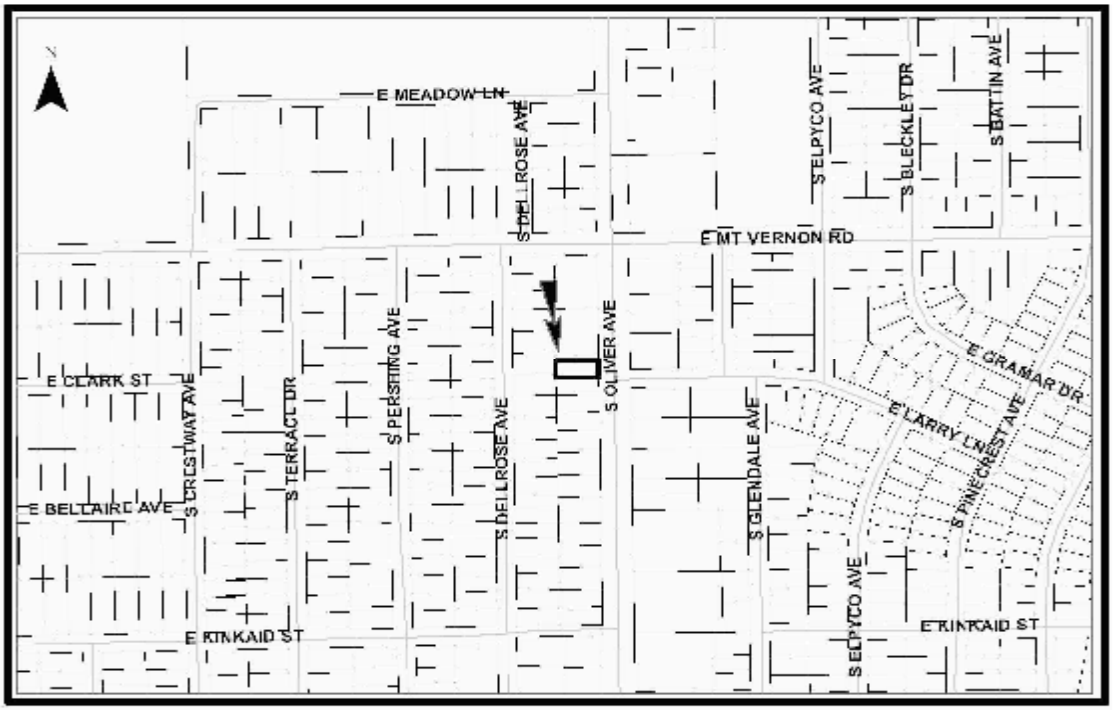
SUBJECT: ZON2011-00028 – City zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3"); generally located south of Mt. Vernon Road on the west side of Oliver Avenue (2033 S. Oliver). (District III)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Non-consent)

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) voted to approve the request (8-3).

MAPD Staff Recommendation: Approve



Background: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on Lot 13 (Oliver Avenue side), Edgetown Park Addition, 2033 S. Oliver Avenue. The subject site has a duplex on it and the zone change is needed to make the use conform to the Unified Zoning Code (UZC); a duplex is not permitted in the SF-5 zoning district. Geozone shows a residence on the site to have been built in 1941. The Office of Central Inspection (OCI) has filed a notice of violation against the SF-5 zoned site for having a non compliant duplex.

The site is located south of the Mt. Vernon Road – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west and east (across Oliver) sides are zoned SF-5, and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clapp Public Golf Course is located north of the site, across Mt. Vernon, and is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC"), and has a small, older, vacant retail store. Next to the vacant retail store is vacant LC land then there is an LC zoned small, older barber shop and a convenience store. Other properties located north and northeast of the site, around the Mt. Vernon and Oliver intersection, are zoned LC, and are developed as: a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

Analysis: At the MAPC meeting held October 20, 2011, the MAPC voted (12-0) to recommend approval of the requested TF-3 zoning. The case was approved through a consent vote since no one was present to voice concerns. At the District III Advisory Board (DAB) meeting held on November 2, 2011, the DAB voted 6-0 to deny the rezoning request. Several people spoke against the requested TF-3 zoning. There were no valid protests received during the two week protest period. However, the City Council considered this case at their December 6, 2011, meeting as a non-consent item because of DAB III's recommendation to deny the request. The Council's action was to have Planning staff re-advertise the rezoning request for re-consideration by only the MAPC. At the January 5, 2012, MAPC meeting several people spoke against the requested TF-3 zoning. The MAPC again voted (8-3) to approve the requested TF-3 zoning.

Staff has subsequently received valid protest that represents 62.55% of the land within the 200-foot protest area, which exceeds the 20% protest requirement that triggers the three-fourths majority Council vote requirement to overturn the protest.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application promotes Economic Vitality.

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

Recommendation/Actions:
(1) Adopt the findings of the MAPC and approve the zone change, override the protests and authorize the Mayor to sign the ordinance and place the ordinance on first reading (a three-fourths majority vote is required to override the protests), or (2) Deny the zone change request (a two-thirds majority vote is required plus appropriate findings to override the MAPC's recommendation), or (3) Return the case to the MAPC for further consideration with a statement specifying the basis for the Council's failure to approve or deny the application (a simple majority vote required).

Attachments:
- Ordinance
- MAPC Minutes

- Protest map

OCA 150004

ORDINANCE NO. 49-201

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. ZON2011-00028

Zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on an approximately 8,100-square foot property described as:

Lot 13 (Oliver Street side), Edgetown Park Addition; generally located south of Mount Vernon on the west side of Oliver Avenue (2033 S. Oliver Avenue), Wichita Sedgwick County, Kansas.

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

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

_____
Carl Brewer - Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE JANUARY 5, 2012 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-28 - Yale Investments, LLC (owner) Tonya Ridpath (agent) request a City zone change from SF 5 Single-Family Residential to TF-3 Two-Family Residential on property described as:

Lot 13 on Oliver Street, Edgetown Park Addition to Wichita, Sedgwick County, Kansas

NOTE: At the MAPC meeting held October 20, 2011, the MAPC voted (12-0) to recommend approval of the requested TF-3 zoning. The case was approved through a consent vote since no one was present to voice concerns. At the District III Advisory Board meeting held on Monday, November 2, 2011, the DAB voted 6-0 to deny the rezone request. Several people spoke against the requested TF-3 zoning at the DAB meeting. No valid protests were received during the two week protest period, ending November 3, 2011. However, because of DAB III's unanimous (6-0) recommendation for denial the request was sent to the December 6, 2012, City Council meeting as a non-consent item. The action of the City Council was to have the MAPD staff re-advertise the request for the January 5, 2012, MAPC meeting, for reconsideration by the MAPC. This case will not go back to DAB III. The MAPD staff's report and recommendation has not changed; recommend approval, based the findings in the report.

BACKGROUND: The applicant requests a zone change from SF-5 Single-Family Residential ("SF-5") to TF-3 Two-Family Residential ("TF-3") on Lot 13 (Oliver Street), Edgetown Park Addition, 2033 S. Oliver Avenue. The subject site has a duplex on it and the zone change is needed to make the use conform to the Unified Zoning Code (UZC); a duplex is not permitted in the SF-5 zoning district. Geozone shows a residence on the site to have been built in 1941. The Office of Central Inspection (OCI) has filed against the SF-5 zoned site for having a non compliant duplex.

The site is located south of the Mt. Vernon – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west, north and east (across Oliver) sides are zoned SF-5 and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clap Public Golf Course is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC") and has a small, older, vacant retail store on it, with vacant LC land between it and an LC zoned small, older barber shop. Other properties located north and northeast of the site, around the Mt. Vernon – Oliver intersection, are zoned LC, and are developed as a convenience store, a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

CASE HISTORY: The Edgetown Park Addition was recorded with the Sedgwick County Register of Deeds February 17, 1937; see opening **NOTE**.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Vacant retail, vacant land, barber shop, convenience store
SOUTH:	SF-5	Single-family residences
EAST:	SF-5, LC	Single-family residences, vacant auto repair garage, vacant retail strip, vehicle auto garage
WEST:	SF-5	Single-family residences

PUBLIC SERVICES: The subject site is located on Oliver Avenue, a paved, four-lane arterial street. The 2030 Transportation Plan shows no change to this portion of Oliver. Public water, sewer and all other utilities are available to serve the site.

CONFORMANCE TO PLANS/POLICIES: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan (2030 Plan) designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill and higher density residential development, which maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as a tool to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning brings an already built duplex into compliance with the UZC. There are existing TF-3 zoned single-family residences and duplexes in the area, but they are located a block east (or further) of the site, across Oliver. In fact, all of the existing TF-3 zoning in the area south of Mt. Vernon is located along residential streets, making the proposed TF-3 zoning the first in this area to be located along the arterial street, Oliver. The requested TF-3 zoning conforms to the 2030 Plan, although it is slightly (as noted above) out of character with the zoning in this area.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the requested TF-3 Two-Family Residential zoning be APPROVED; see opening **NOTE**.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: The site is located south of the Mt. Vernon – Oliver Avenue intersection, with its front yard facing Oliver. Properties abutting and adjacent to the site on its south, west, north and east (across Oliver) sides are zoned SF-5 and are part of established single-family residential neighborhoods. There are also some TF-3 zoned properties located a block east and north of the site (across Oliver and Mt. Vernon) that are developed as USD 259's Allen Elementary school, single-family residences and duplexes. The SF-5 zoned L.W. Clap Public Golf Course is the largest development in the area. The property abutting the north side of the site is zoned LC Limited Commercial ("LC") and has a small, older, vacant retail store on it, with vacant LC land between it and an LC zoned small, older barber shop. Other properties located north and northeast of the site, around the Mt. Vernon – Oliver intersection, are zoned LC, and are developed as a convenience store, a vacant auto repair garage, a vacant retail strip, an auto repair garage, an office, a combination billiard hall – billiard/arcade supply sales building and a sit down restaurant.

2. The suitability of the subject property for the uses to which it has been restricted: The site has a duplex on it and the zone change is needed to make the use conform to the UZC. Geozone shows a residence on the site to have been built in 1941. The zoning change can be granted or the duplex could be converted into a single-family residence.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: Typical concerns expressed by neighbors in regards to duplex development is declining property values of the neighborhood brought on by poor maintenance of what is typically rental housing, i.e., the duplexes. Poor maintenance of rental property is not an absolute, nor is there any guarantee that a single-family residence will be maintained by its owner.

DRAFT

4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide of the Comprehensive Plan designates this area as appropriate for "Urban Residential" development. The Urban Residential category includes all housing types found in the municipality, including duplexes. The Comprehensive Plan contains the following objective: encourage residential redevelopment, infill and higher density residential development, which maximize the public investment in existing and planned facilities and services. The objective is intended to be achieved through several strategies, including using zoning as a tool to promote mixed-use development, higher density residential environments, and appropriate buffering. The proposed TF-3 zoning brings an already built duplex into compliance with the UZC. There are existing TF-3 zoned single-family residences and duplexes in the area, but they are located a block east (or further) of the site, across Oliver. In fact all of the existing TF-3 zoning in the area, south of Mt. Vernon, is located along residential streets, making the proposed TF-3 zoning the first in the area, south of Mt. Vernon, to be located along the arterial street, Oliver. The requested TF-3 zoning conforms to the 2030 Plan, although it is slightly (as noted above) out of character with the zoning in this area.

5. Impact of the proposed development on community facilities: The impact on community facilities will be minimal.

BILL LONGNECKER, Planning Staff presented the Staff Report.
ALDRICH asked if the case was before the Commission because it was a single-family family residence converted to duplex and not in compliance with regulations.

LONGNECKER said it is currently not in compliance with the Unified Zoning Code (UZC). He said the Office of Central Inspection (OCI) instructed the current owner to change back to single-family or apply for duplex zoning.

ALDRICH stated that this was passed by consent at the October 20, 2011 Planning Commission hearing so the case wasn't heard. He said he had questions for the owner/applicant.

LONGNECKER stated that the agent for applicant was present.

TONYA RIDPATH, AGENT FOR THE APPLICANT, YALE INVESTMENTS, LLC, 1500 E. 86TH ST. SOUTH, HAYSVILLE, KS stated that when they took ove the property in June they realized it was not in compliance with the zoning code. She said they then got with City Staff to find our how to correct the situation. She said the prior owner had other complaints. She said Yale Investments purchased the property under foreclosure and they were just trying to mak it right. She said they have not had anyone in the upstairs unit and served a 30 day eviction notice to the previous occupants so they could comply with the zoning.

ALDRICH asked in the event the application was not approved, would they have any issues going to to single-family residential.

RIDPATH said they have had a licensed onctractor in to upgrade the unit to code and make it safe. She said if they don't get the requested zoning, they will put a staircase in and turn the residence into a larger single-family hnom instead of a duplex.

FOSTER clarified that when they bought the proeprty the upper unit was in place.

RIDPATH said yes, the property was purchased as a duplex.

G. SHERMAN asked when the residence became used as a dupelx.

RIDPATH said the OCI told them it had been over 8-9 years or more. She reiterated that the residence was purchased as a foreclsosed property and the realtor did not disclose that it was not zoned properly. She said they were doing everything to make it right.

JEFF SPAHN, 3601 E. MT. VERNON, WICHITA, KS, PRESIDENT MEADOWLARK NEIGHBORHOOD ASSOCIATION (NA) said this has been a problem property for the neighborhood for many years. He said neighbors have filed numberous compalints and there is a long history including environmental and maintenance issues with the property. He said said they have filed ast least 3 complaints regarding the structure being converted into a duplex, especially when 2 mailboxes were put out in front. He said in response to the complaints, the former owner told OCI staff that the property was not being used as aduplex so there was no enforcement action. He said in all fairness to the current situation, if an investment company is going to buy rental property for investment purposes, it would behoove the purchaser to make sure there is clear title to the property and no mechancal liens and that the property is indeed zoned for the intended use. He said 1 or 2 thign happened, the agent or owner did not inquire about zoning or they inquired about zoning and chose to ignore it. He said neither option is acceptable. He said this was done now the Planning Commission is being asked to affirm the actions after the fact. He said a simple phone call to the County Clerk can tell you what a property is zoned for. He said the neighborhood is being asked to pay the price for ineffeciency in management and it is not fair. He admitted that there were some businesses to the north of the area but added that the homes along south Oliver are nice homes. He said the former owner was well aware of what was going on. He said this is a failure on the part of the investment company and their ineffeciency. He said they feel very strongly about this; that it has been a major concern to the neighborhood for many years; that neighbors have worked very hard to maintain the neighborhood and have had real success.

MOTION: To give the speaker 1 additional minute.

MCKAY moved, **MILLER STEVENS** seconded the motion, and it carried (11-0).

He said since the City Council referred the matter back to the Plannning Commission for reconsideration, he requested that the Commission deny the zoning request.

ALDRICH asked if the neighborhood received notification from Planning Staff regarding the case.

SPAHN responded they did not.

SHERMAN asked Mr. Spahn to explain his primary concern about dupelx zoning.

SPAHN said this case is a preverbial camel's nose under the tent flap . He said there are good substantial houses in the area. He said if the Commission brings this in, it will open the door to futher duplexes in the neighborhood and they are adamantly opposed to that.

KLAUSMEYER asked if the neighborhood has seen imprvoement to the condition of the proeprty itself since the change of ownership.

SPAHN said the exterior has been brought up from what it was 15 years ago, but they had not seen any immediate improveoment, except for the 2 mailboxes out front.

ALDRICH recommend that neighborhood contact staff be put on anotification list in the future.

DIRECTOR SCHLEGEL said just for the record the reason Mr. Spahn did not receive notification was because the previous NA President was listed in the City records. He said the NA has now nofied City staff that Mr. Spahn is now the President. He said notification went to the NA, but it was to a prior President.

KERIN SMITH, 2240 SOUTH CRESTWAY said she is the former President of the Meadowlark Neighborhood Association during the time that this property came to the notice of the neighbors. She said the property had deteriorited for some years before the renovations were done and one of the neighbors went over to see what was happening. She said they reported that there were complete living quarters both upstairs and downstairs; that is when they called OCI. She said OCI went out and talked to the owners who said they had no intention of creating a duplex, but would keep it single family. She said now the new owner is proposing rezoning it to bring it into compliance with the zoning code. She said they oppose this slippery slop into multi-family houseing because they feel it will have a deterimental affect on the neighborhood. She mentioend that the next door neighbor is an elderly person and when he passes and the home is right next to a duplex, the attitude may be why not turn that into apartment buildings and it could move right down the block into apartment areas. She said historically the neighborhood has consisted of single family dwellings. She said they have not had good experience with multiple family units in the neighborhood and don't welcome the idea of more of these coming in. She said the neighbors work hard to maintain the neighborhood. She asked the Commission to deny the request and keep this and the rest of the block single family.

DOWNING asked if Ms. Smith had a time frame when the NA talked to OCI.

SMITH indicated it was several years ago, probably around 5 years.

ALDRICH commented that he failed to disclose that he had ex parte communication on the application at the beginning of the discussion.

RIDPATH stated that they did do title work on the property; however, they were not made aware of OCI issues or zoning because the property was sold as a duplex and purchased as a duplex.

FOSTER asked staff if there was any concerns regarding parking if the application is approed.

LONGNECKER said the minimum standard for a duplex is 1 parking space per living unit and he didn't see any issue with that because the drive goes behind the house.

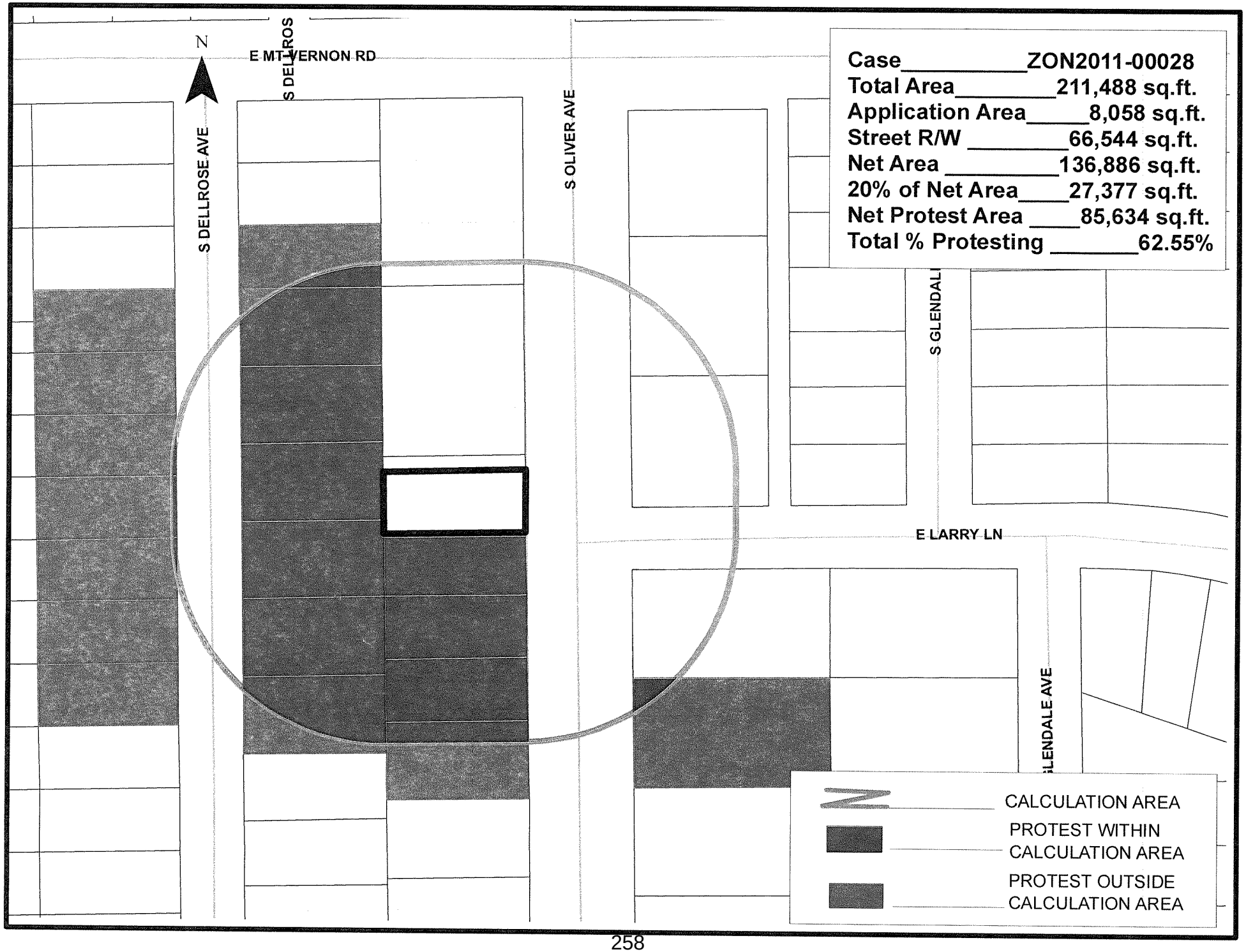
ALDRICH voiced his concerns about the long time battle with the neighborhood and the preivous owner. He cited the Staff Report which referred to the neighborhood as an established residential area and that this was slightly out of character with the zonig in the area. He said understand the issues with the current owner but said he was opposed to the rezoning.

MOTION: To deny the application

ALDRICH moved, **DENNIS** seconded the motion, and it failed (8-3). **DOWNING, FARNEY, FOSTER, JOHNSON, KLAUSMEYER, MCKAY, MILLER STEVENS, SHERMAN** – No.

SUBSTITUTE MOTION: To approve subject to staff recommendation.

DOWNING moved, **JOHNSON** seconded the motion, and it carried (8-3). **ALDRICH, DENNIS, MITCHELL** – No.


N
E MT VERNON RD
S DELLROS
S DELLROSE AVE
S OLIVER AVE
S GLENDALE
E LARRY LN
GLENDALE AVE
Case ZON2011-00028
Total Area 211,488 sq.ft.
Application Area 8,058 sq.ft.
Street R/W 66,544 sq.ft.
Net Area 136,886 sq.ft.
20% of Net Area 27,377 sq.ft.
Net Protest Area 85,634 sq.ft.
Total % Protesting 62.55%
CALCULATION AREA
PROTEST WITHIN CALCULATION AREA
PROTEST OUTSIDE CALCULATION AREA

City of Wichita
City Council Meeting
February 7, 2012

TO: Wichita Airport Authority

SUBJECT: Parking Facilities Program Professional Services
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Non-Consent)

Recommendation: Approve the professional services contract.

Background: The current Capital Improvement Program of the City includes the new Parking Facilities Program. On September 14, 2004, a Terminal Area Plan was presented in a City Council workshop, and subsequently discussed at the Wichita Airport Authority (WAA) meeting on October 12, 2004. At that meeting, the WAA voted unanimously to move forward with the construction of a new replacement terminal facility. As a result of that decision, the following City Council/WAA key actions have taken place with regard to the new Parking Facilities Program:

- December 11, 2007: Parking financial feasibility workshop with City Council.
- February 12, 2008: Parking study design recommendations presented in workshop with City Council.
- March 4, 2008: Parking garage design options presented in workshop with City Council.
- September 20, 2010: Wichita Airport Advisory Board (WAAB) voted to recommend that the Program move forward, and at its June 6, 2011, meeting, the WAAB reaffirmed its support of the Program.
- June 21, 2011: WAA approved moving forward with the Parking Facilities Program and adopted the budget.

Analysis: This Program includes a parking garage in close proximity to the new terminal which will provide covered parking for the public as well as contain the customer service counters and vehicle ready/return parking spaces for rental cars. The adjacent terminal area surface parking lots will be reconfigured and expanded in order to provide more efficient and improved access to the public, greatly improved service for the public and employees, and improvements to the parking revenue control system and the exit plaza.

Professional services are now required to complete the validation of the parking concepts previously presented, and to develop the engineering and architectural components and contract documents to move the Program into the design, bid, and construction stages. The Staff Screening Selection committee met on September 1, 2011, to review the six competitive proposals received in response to the Request for Proposals for professional services. From that meeting, GLMV Architecture, Law/Kingdon Architecture, Carl Walker, Inc. and WDM Architects were selected for interviews which occurred on September 30, 2011. The professional services team led by Carl Walker, Inc. (CWI) was selected based upon experience, presentation, and proven successful history in airport parking facilities. The professional services team includes the local architecture design firm Schaefer Johnson Cox Frey and other local sub-consultants. The CWI team submitted a highly competitive proposal for professional services and offered a short design schedule using a well-planned approach to the Program. The design, bid, and construction phases of this Program are extremely critical, as the parking improvements and rental car facilities must

be completed prior to the new terminal's opening. The Staff Screening Selection process has been reviewed by the City Auditor and approved by the City Manager.

The WAAB approved the selection of CWI at its February 6, 2012, meeting and recommends the approval of this contract.

Financial Considerations: The professional services contract is for a not-to-exceed amount of $3,524,889. This total fee represents less than ten percent of the construction budget for the Program and is within the cost parameters of the approved Program budget. This Program is funded with Airport revenue either directly or through the repayment of General Obligation bonds.

Goal Impact: This Program's contribution to the Economic Vitality and Quality of Life of Wichita is promoted through infrastructure improvements that enhance the customer experience for users of the Airport.

Legal Considerations: The Law Department has approved the professional services contract as to form.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the contract and authorize the necessary signatures.

Attachments: Contract.

CONTRACT
for
CONSULTING SERVICES
between
WICHITA AIRPORT AUTHORITY

and

CARL WALKER INC.

THIS CONTRACT, made this _____ day of _____, 2012 by and between the WICHITA AIRPORT AUTHORITY, Wichita, Kansas, party of the first part, hereinafter called the "OWNER" and Carl Walker Inc., 2801 Network Blvd., Suite 101, Frisco, Texas, party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That,

WHEREAS the OWNER is engaged in the operation of Wichita Mid-Continent Airport; and whereas it is the desire of both parties that the CONSULTANT furnish consulting services in conjunction with the Parking Garage, Consolidated Rental Car Facility and Surface Parking Lots (PROJECT); and whereas all of the aforesaid being located within the corporate limits of the City of Wichita, Sedgwick County, Kansas, and

WHEREAS, the OWNER is authorized by law to employ a consultant to provide professional consulting services NOW, THEREFORE, the parties hereto do mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES:

The Program Description and Scope of Services to be performed by the CONSULTANT shall be as outlined in EXHIBIT A.

ARTICLE II - THE CONSULTANT AGREES:

A. To provide the professional services, equipment, material and transportation to perform the tasks as outlined in Article I, SCOPE OF SERVICES.

B. To designate a project manager who will coordinate all work and be the point of contact for communications and to submit qualifications of the proposed project manager to the OWNER in advance of the Notice to Proceed. The OWNER reserves the right to withhold the Notice to Proceed until a qualified project manager is designated. The OWNER shall concur with any changes to this assignment.

C. This Agreement and all subconsultant agreements shall be governed by the laws of the State of Kansas.

D. To submit to the OWNER in a timely manner, editable, electronic files of all surveys and drawings in AutoCAD format and specifications in Microsoft Word. Each submittal shall be in a single, organized file that mimics the plans and specifications.

E. To save and hold OWNER harmless against all suits, claims, damages and losses for injuries to third parties or their property or to the OWNER and its property arising from or caused by negligent acts, errors or omissions of CONSULTANT, its agents, servants, employees, or subconsultants occurring in the performance of its services under this Agreement. This liability shall extend to consequential damages suffered by OWNER as a result of loss of revenue, loss of grant or other funding mechanisms, regulatory penalties, changes in construction requirements, or changes in regulatory compliance requirements.

F. To maintain all books, documents, papers, accounting records, and to make such material available at the CONSULTANT'S office at reasonable times during the contract period, and for three years from the date of final payment under the Agreement, for inspection and/or duplication by the OWNER or authorized representatives.

G. That the CONSULTANT shall not, on the grounds of race, color, sex, national origin, age or handicap, discriminate or permit discrimination in violation of any federal, state or local laws or of Part 21 of the regulations of the Office of the United States Department of Transportation (49 CFR 21). The CONSULTANT, in performing the work or services required pursuant to this Agreement, shall not participate either directly or indirectly in discriminations prohibited by the non-discrimination requirements of the City of Wichita, Kansas, as set out in EXHIBIT B. The OWNER reserves the right to take such action as the United States Government or any state or local government may direct to enforce this covenant.

The CONSULTANT assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The CONSULTANT assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The CONSULTANT assures that it will require that their covered suborganizations provide assurances to the OWNER that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

H. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided 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 described in EXHIBIT A.

I. To submit billings to the OWNER for the Services performed as required by this Agreement. Billings shall not exceed progress of work as evidenced by deliverables submitted by the CONSULTANT and approved by the OWNER. During the progress of work covered by the Agreement, partial payment requests may be made at intervals of not less than four weeks. The progress billings shall be supported by documentation acceptable to the OWNER, which shall include a record of the percentage completion evidenced by approved deliverables, of the number of days allocated for completion of the work, the number of days that have elapsed, and the number of days that remain to complete the work. Progress billings shall also include copies of subconsultant invoices to the CONSULTANT for the same billing period. Payment to subconsultants,

for satisfactory performance shall be made within 30 days of receipt of payment and no retainage shall be withheld. Any delay or postponement of payment from the referenced time frame may occur only for good cause and following written approval of the OWNER.

J. To complete and deliver plans to the OWNER within the time allotted for the work as stipulated herein; except that the CONSULTANT shall not be responsible or held liable for the time required for reviews for the approving parties or other delays occasioned by the actions or inactions of the OWNER or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT. The schedule is outlined in EXHIBIT C, attached hereto and incorporated herein by reference. The CONSULTANT shall maintain such schedule through the duration of the Project.

K. To covenant and represent to be responsible for the professional and technical accuracy and the coordination of all drawings or other work or material furnished by the CONSULTANT under this Agreement.

CONSULTANT further agrees, covenants and represents that Services furnished by CONSULTANT, its agents, employees and subconsultants under this Agreement shall be free from negligent errors or omissions.

CONSULTANT further agrees, covenants and represents, that all specifications and bid documents prepared in accordance with the work required by this Agreement shall contain a clause that provides the following:

> "Notwithstanding anything to the contrary contained in these bid documents or the contract to be awarded herein, the OWNER shall not be subject to arbitration and any clause relating to arbitration contained in these bid documents or in the contract to be awarded herein shall be null and void."

L. To procure and maintain the following:

1. professional liability insurance as will protect the CONSULTANT from damages resulting from negligent acts and/or omissions of the CONSULTANT, its agents, officers, employees and subconsultants in amounts indicated hereinafter per claim, subject to a deductible amount in the greater sum of $50,000 or such amount that the CONSULTANT can demonstrate to OWNER'S satisfaction is financially prudent. The CONSULTANT shall be responsible for payment of all deductible amounts without reimbursement by OWNER.

    a. From the start of this Agreement up to the beginning of construction for Package #10 (Parking Garage and Surface parking project) the minimum acceptable coverage limit shall be $2,000,000.

    b. From the start of construction of Package #10 (Parking Garage and Surface parking project) and running for a minimum of two years the minimum acceptable coverage limit shall be $5,000,000.

    c. After the final completion of Package #10 (Parking Garage and Surface parking project) and for a duration of three years immediately following,

the CONSULTANT shall provide to the OWNER'S satisfaction proof of professional liability insurance with a minimum acceptable coverage limit of not less than $2,000,000.

2. a Worker's Compensation policy with coverage amounts sufficient to meet statutory requirements shall be provided and maintained. This policy shall contain an "all-states" endorsement. In addition, an Employers Liability policy with coverage in the sum of not less than $1,000,000 shall be provided and maintained, providing coverage for 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 Worker's Compensation Law.

3. a comprehensive commercial liability policy shall be procured and maintained by the CONSULTANT for the duration of the Project that shall be written in an occurrence form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the OWNER or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees, or subconsultants in the performance of CONSULTANT services under this Agreement. The liability limit shall not be less than $1,000,000 per occurrence for bodily injury, death and property damage with a combination of comprehensive commercial liability and umbrella or excess coverage to be in an amount not less than the amounts indicated hereinafter per occurrence.

    a. From the start of this Agreement up to the beginning of construction for Package #10 (Parking Garage and Surface Parking project) the minimum acceptable coverage limit shall be $5,000,000.

    b. From the start of construction of Package #10 (Parking Garage and Surface Parking project) and running for a minimum of two years the minimum acceptable coverage limit shall be $10,000,000.

    c. After the completion of Package #10 (Parking Garage and Surface Parking project) and for a duration of three years immediately following, the CONSULTANT shall provide to the OWNER'S satisfaction proof of professional liability insurance with a minimum acceptable coverage limit of not less than $5,000,000.

The Wichita Airport Authority, Wichita, Kansas; the City of Wichita; their officers, employees elected officials and agents shall be named as additional insureds under the terms of the policy with respect to the names insurer's operations. Proof of insurance satisfactory to OWNER shall be filed with the OWNER prior to the time CONSULTANT starts any work under this Agreement. The CONSULTANT shall maintain such insurance through the duration of the Project and beyond, as required. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given written notice by the insurance company as set out in the policy provisions before such policy is substantially changed or cancelled.

M. Its agents, employees and subcontractors, shall be subject to any and all applicable rules, regulations, orders and restrictions which are now in effect and which apply to its activities on Airport property, including such rules, regulations, orders and/or

restrictions that may be adopted, enacted or amended during the term of this Agreement.

N. The CONSULTANT and the OWNER shall not be obligated to resolve any claim or dispute related to this Agreement by arbitration. Any reference to arbitration in any proposal or contract documents is deemed void.

O. That all information provided by the OWNER and/or developed for the PROJECT shall be considered confidential and proprietary, and shall not be reproduced, transmitted, used or disclosed by the CONSULTANT without the written consent of OWNER, except as may be necessary for the non-disclosing party to fulfill its obligations hereunder; provided, however, that the limitation shall not apply to any information or portion thereof, which is:

1. Within the public domain at the time of its disclosure.

2. Required to be disclosed by a court of competent jurisdiction or Government order.

3. Approved by the OWNER for publicity.

4. Required to be communicated in connection with filings with governmental bodies having jurisdiction over the design or construction of the PROJECT.

ARTICLE III - THE OWNER AGREES:

A. To furnish all available data pertaining to the PROJECT available to the OWNER. All data shall be considered confidential unless otherwise noted.

B. To provide standards, as available, for the PROJECT.

C. To pay the CONSULTANT for services in accordance with the requirements of this Agreement within thirty (30) working days from the date of receipt of invoice and upon satisfactory performance of service.

D. To provide the right of entry into secured areas for CONSULTANT'S personnel, subject to all rules and regulations of the OWNER, the Transportation Security Administration and Federal Aviation Administration regarding airfield safety and security.

E. To pay all applicable design phase fees, unless otherwise stated herein.

F. To abate asbestos, as needed, within the work zone.

G. To provide the CONSULTANT'S field office, furnishings and utilities.

ARTICLE IV - PAYMENT PROVISIONS:

A. Payment to the CONSULTANT for performance of the specified services shall be as described hereinafter:

1. Payment to the CONSULTANT for the performance of design, bid and construction administration services shall be a lump sum fee amount of $1,960,958. (EXHIBIT D-1)

2. Payment to the CONSULTANT for the performance of the on-site construction phase Resident A/E services shall be by a cost plus fixed fee basic for a not-to-exceed amount of $1,513,723. (EXHIBIT D-2)

3. Payment to the CONSULTANT for the performance of the warranty reviews and assistance shall be by on an hourly rate and direct expenses basic for a not-to-exceed amount of $50,208. (EXHIBIT D-3)

B. During the course of the Agreement any scope changes anticipated or detected by the CONSULTANT shall immediately, and in writing, be brought to the attention of the OWNER along with an estimate of actual costs and impact to the schedule. The CONSULTANT shall give the OWNER the opportunity to mitigate any and/or all impacts of the proposed scope changes. For potential scope changes initiated by the OWNER, the OWNER shall provide to the CONSULTANT, in writing, the known details of the proposed scope change and the CONSULTANT shall proceed to provide a timely response. In no case shall additional work be performed nor shall additional compensation be paid except on the basis of an executed supplemental agreement.

C. Final payment shall not occur until all work is complete and approved by the OWNER.

ARTICLE V - THE PARTIES HERETO MUTUALLY AGREE:

A. TERMINATION OF CONTRACT

1. That the right is reserved to the OWNER to terminate this Agreement or any portion of phase of this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned; PROVIDED, however, that in such case the CONSULTANT 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, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for profit. Upon receipt of such notice, Services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Agreement, whether completed or in progress, delivered to the OWNER and become the possession of the OWNER.

2. Any violation or breach of the terms of this Agreement on the part of the CONSULTANT or subconsultant(s) may result in the suspension or termination of this Agreement or such other action, which may be necessary to enforce the rights of the parties of this Agreement. In such case, the OWNER may take possession of all materials as may have been accumulated in performing this Agreement, whether completed or in progress and take over the work and prosecute the same to completion, by separate agreement or otherwise, for the account and at the expense of the CONSULTANT. The CONSULTANT shall be liable to the OWNER for those costs associated with the remedy of the breach of terms.

3. The rights and remedies of the OWNER provided in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

B. That the specifications, plans and other deliverables shall become the property of the OWNER upon delivery or termination of the Services in accordance with this Agreement. The OWNER shall not hold the CONSULTANT liable upon the OWNER'S reuse of any part of deliverables, and there shall be no restriction or limitation on their further use by the OWNER. Consultant's seal and name shall not be reproduced on such documents if reused by the OWNER.

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

D. In the event of unavoidable delays in the progress of the work, reasonable extensions in the time will be granted by the OWNER, provided, however, that the CONSULTANT shall request extensions in writing giving the reason therefore.

E. Unless otherwise provided in this Agreement, the CONSULTANT and agents, servants, employees, or subconsultants 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.

F. 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.

G. For good cause, and as consideration for executing this Agreement, the CONSULTANT, acting herein by and through its authorized agent, hereby conveys, sells, assigns, and transfers to the OWNER all right, title, and interest in and to all causes of action it may now or hereafter require under the anti-trust laws of the United States and the State of Kansas, relating to the particular product, products, or services purchased or acquired by the OWNER pursuant to this Agreement.

H. Neither the OWNER'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the CONSULTANT 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.

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

J. That the CONSULTANT will not be responsible for the contractor's failure to perform of finish the work in accordance with the Contract Documents.

K. The CONSULTANT hereby certifies that:

1. The CONSULTANT has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure this Agreement.

2. The CONSULTANT has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.

3. The CONSULTANT has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement, except as here expressly stated (if any).

4. By acceptance of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the CONSULTANT or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this Agreement.

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:

Carl Walker Inc.
2801 Network Blvd., Suite 101
Frisco, Texas 75034

By: _____ TIM D. CHRISTIE, P.E.

Title: SENIOR VICE PRESIDENT
"CONSULTANT"

APPROVED AS TO FORM: _____ Date: 1-25-12
Director of Law

ATTACHMENTS: EXHIBIT A – Project Description and Scope of Services
EXHIBIT B – Equal Employment Opportunity
EXHIBIT C – Project Schedule
EXHIBITS D-1, D-2 and D-3 – Fee Schedules
EXHIBIT E – Map

EXHIBIT A

Parking Program Description and Scope of Services

Multi-level Parking Structure, Consolidated Rental Car Facility and Surface Parking Lots

(January 19, 2012)

1. **Purpose:** The Wichita Airport Authority (Owner), is soliciting proposals for a professional services team (Consultant) to provide architectural/engineering design and construction phase services as well as airport parking and rental car specialty services for a new multi-level parking structure, consolidated rental car facility, and surface parking lot facilities to be located in the vicinity of the existing and new Airport terminals on an existing surface lot at the Wichita Mid-Continent Airport (Airport).

   The major components of the program include:

   a. Anew multi-level parking structure.

   b. New, rehabilitated and reconfigured surface parking.

   c. New exit plaza (cashier) facilities.

   d. A car rental facility consolidated with the parking structure that includes a customer service lobby and offices with an adjacent ready/return vehicle parking area.

   e. A parking operator's management and maintenance facility integrated with or adjacent to the parking garage.

   f. Covered walkways (two) to the new Terminal from the parking structure.

   g. Irrigation well, irrigation system, landscaping and sidewalks to serve the Terminal Area.

   h. Improvements to the entire terminal parking areas including ingress and egress roadways, signage, and other related support systems. This only includes parking that is inside the loop road and the existing south rental car lot.

   i. Reconstructed parking lot and entrance driveway adjacent to the FAA Air Traffic Control tower (ATCT).

   j. Revenue control system replacement for all public and Owner-controlled employee parking facilities.

The Consultant shall:

a. Analyze the provided Parking Master Plan and provide recommendations to determine the appropriate number of public and rental car ready/return spaces to be constructed.

b. Recommend the appropriate level of the parking structure on which to locate the rental car ready/return spaces for optimal customer services and rental car agency operational procedures.

c. Recommend appropriate categories of public paid parking in order to design the various lots accordingly.

2. **Background:** The new Terminal, in conjunction with its parking demand and the desire for enhanced services including shortening the distance from surface parking lots to the Terminal, triggered the necessity of building a structured parking facility in a convenient location. The parking system within the Loop Road (garage, exit plaza, surface parking) is expected to be completed prior to the new Terminal and will briefly serve both the existing Terminal until decommissioning and the new Terminal after its opening. The new Terminal is anticipated to be open in mid-late 2014.

AECOM Technical Services is the Program/Construction Manager for the ACT3 (Air Capital Terminal 3) Redevelopment Program. HNTB Architecture Inc., the design architect of record for the new Terminal, has provided a Parking Master Plan in conjunction with the new Terminal. The Parking Master Plan, which was completed in February 2010, is provided with this RFP as is financial data developed in 2008 for a 1200 stall parking garage.

During the ACT 3 program, other projects will be occurring that may have an impact on this parking project. Early in the development of the schedule, Consultant will coordinate with the Owner regarding potential impact to the Program.

3. **Program Description**

3.1. Multi-Level Parking Structure

3.1.1. General: The new structured parking facility will be located in the vicinity of the existing and new terminals on an adjacent surface parking lot. The parking structure shall have an at-grade level and no more than three elevated parking levels with an initial approximate capacity of 1,200 to 1,600 public and rental car agency parking spaces. Design alternatives shall include the parking spaces on a larger footprint with an at-grade level and two elevated levels.

The design for the facility shall accommodate adjacent expansion in the future with minimal impact on the original facility.

The physical aesthetics of the parking facility shall preserve and complement the architectural image of the new Terminal.

The facility shall have two walkway canopies connecting it to the new Terminal.

The top level of the parking facility shall have a roof system providing weather protection. The parking structure, as well as the top level covering and other projections, shall be shall be designed to not interfere with the ATCT sight lines and overall operations.

All elements of all projects, whether temporary or permanent, shall be in compliance with FAA criteria, including but not limited to, the FAA PART 77, Objects Affecting Navigable Airspace. As a part of the sizing of the garage, Consultant shall analyze the site lines (shadow study) from the ATCT to insure full compliance with FAA regulations. Anticipate providing to the Owner technical information for independent verification.

3.1.2. Functional Parking: The design shall provide for quality, interior traffic and pedestrian flow based on recognized standards of the parking industry. Layouts shall be based on parking industry standard calculations, and recommendations of the Institute of Transportation Engineers and/or other reputed parking industry sources. In conformance with the intended use of the facility, an optimal number of lanes for entrance and exit and adequate number of vehicular ramps shall be provided. Considerations to be addressed include:

3.1.2.1. Functional Design Criteria:

- A user friendly, safe and evenly lighted parking facility
- Vehicular ingress and egress through straight lanes avoiding sharp turns that may have the effect of slowing traffic
- Provide for queuing reservoir space to store enough vehicles at peak hours and to create an even distribution for loading and discharging the parking structure
- Provide easy to find vehicular drives and ramps supported by appropriate marking and signage
- Provide easy ingress and egress access to parking stalls

- All levels of parking shall be located on a level floor slab
- Avoid traffic conflicts by directing the vehicle flow through means of merging and controlled traffic/signage opposite to crossing traffic
- Research, evaluation and recommendations for the revenue control systems in order to maximize the service rate per lane at entrance and exit
- Research, evaluation and recommendations for parking space availability and guidance systems in order to maximize service rates
- Provide for safe pedestrian horizontal pathways and covered vertical circulation. Include any measures required to separate or otherwise minimize conflicts between vehicles and pedestrians
- Integrate the car rental operation with no impact over the airport parking operation
- Provide a low cost per car by high efficiency design

3.1.2.2. <u>Parking Pattern and Layout Standards</u>:

- The garage interior traffic and surface parking lots shall be designed to a minimum level-of service (LOS) B
- Select an optimum traffic pattern inside the garage, which can be one-way or two-way traffic pattern
- Parking stalls shall be as accepted by the parking industry, or as required by local codes, laws and regulations and as approved by the Owner. Stalls shall not have a slope other than for drainage. No parking will be allowed on the vehicle ramps
- Driving aisles shall be as accepted by the parking industry and as permitted by local codes, laws and regulations for traffic parking patterns
- Accessible parking shall be provided conform to local regulations, and/or as per the latest version of ANSI 117.1, whichever is more stringent
- The interior vehicular traffic geometry including ingress/egress points, express ramps and driveways shall be verified on drawings

by using of parking specific software (such as "AutoTurn", proprietary of Transoft Solutions, Inc.), which replicates on paper the vehicle travel path. The design shall consider a vehicular speed inside the garage between 5 and 8 miles per hour

- A clear height on all floors of a minimum 8'-0" measured from the finished floor to the bottom of structure or as determined by project evaluation, programming and Owner approval to allow for installation of pipes, ducts, conduits, ceiling mounted signs, etc., The clear height of the grade level shall conform to the ADA requirements for vans including the entire vehicular travel path from public streets to the van accessible parking stalls

3.1.2.3. Flow Capacity Analysis: An in-depth quantitative flow-capacity analysis of the internal circulation of the parking garage is needed to ensure that the parking garage operates in a satisfactory manner from both operators and users' perspective. The flow-capacity analysis shall be performed for the following circulation elements:

- Parking bays
- Turning bays
- Express ramps
- Other straight and drive ramps

A LOS analysis approach shall be used. Parking garage components shall be designed to a minimum LOS B. The flow-capacity analysis shall consist of comparing circulatory flows to system elements' dynamic capacities. Using this approach, weakest links in the parking garage system shall be identified and appropriate mitigation measures recommended. The flow-capacity analysis will assume that the garage operate at capacity for the full build-out during critical peaks

The Owner shall provide, upon request, available historical and forecasted passenger, traffic and parking demand data.

3.1.2.4. Parking Availability and Guidance (Car Count) System: The parking facilities shall be equipped with a vehicle parking counting system, which shall be linked to dynamic, electronic signs at each entrance to the parking facilities and roadway signs to communicate

availability of parking spaces on each level to patrons entering the site.

3.1.2.5. **Revenue Control System:** A new revenue control system shall integrate into a state-of-the-art unitary system for all Owner- operated public and employee parking facilities, including the garage structure, Lot C, South Rental Car parking lot, Terminal Area surface parking lots, Park & Ride parking lot, and exit plaza as well as employee and permit lots. The system shall be capable of differentiating rates between specific parking areas. System shall be capable of handling no-cost and discounted parking rates. Designed system shall include a five-year support agreement for hardware and software as well as initial training for parking operator staff and system administrators. A system in compliance with the Payment Card Industry Data Security Standard (PCI DSS) is required. Re-use of existing entrance and exit equipment shall be maximized where the equipment can be integrated into the new system.

Develop a recommended operating program and present various system options for the Owner's selection. Revenue control and access systems shall be designed to allow quick and efficient entry/exit to and from the facilities. To minimize the labor force and to provide additional payment options for customers, in addition to "pay-at-booth" approach, revenue control systems such as pay-on-foot stations with various payment options, automatic collection of fees using credit card in/out, proximity cards, turnpike toll tag readers, and Automatic Vehicle Identification (AVI) systems shall be investigated.

AVI and related revenue control systems shall be evaluated and system options and recommendations shall be presented to Owner. Once a determination is made as to the type of system desired by the Owner, the Consultant shall design an AVI system, as appropriate. The AVI system shall consider addressing controlled access and potential assessment of fees for the following typical vehicle categories or parking lots:

- Airport-owned vehicles

- Employees' vehicles
- Taxicab, limousine, courtesy, shuttle and other commercial ground transportation vehicles
- Vendor and delivery vehicles
- Rental vehicles
- VIP and loyalty program vehicles, etc.
- Lot C (permit lot)
- South Rental Car Lot (to be converted to a controlled-access government employee parking lot upon the opening of the new terminal)

The revenue control systems to be considered shall include components, but not be limited to:

- License Plate Recognition (LPR) system
- Auto Access Long Range Vehicle ID Readers and Identification Tags system
- Parking and Revenue Control System (PARCS) and AVI systems should allow the Owner seamless electronic access to the activity information with no more than a 24 hour delay.

3.1.2.6. Vertical Transportation: Vehicular access to the upper parking structure levels shall be via a ramping system comprising express vehicular ramp(s) capable to carry the traffic volumes generated by public parking and the car rental operation. The ramp system shall accommodate future expansion of the facility up to a final capacity. Parking stalls on vehicular ramps are not acceptable.

Parking ramps shall be covered for protection of pavement surfaces during inclement weather.

Pedestrians shall access the upper levels of the facility through stairways and elevators. Location of main vertical cores shall minimize the travel distance to the airport terminals. Locations of the emergency exit stairs shall conform to requirements of applicable codes. Elevators shall be provided for ADA access to all levels and for convenience of the patrons. Escalators, elevators and stairways shall

be provided to serve the car rental operation should the location for the ready/return spaces be on a level other than ground floor of the garage.

3.1.3. Future Garage Expansion: Allow for adjacent horizontal expansion. The expansion shall use the same ramping system built with the initial facility and provide vehicular access to all and future levels. Foundations, structural and other building systems shall be designed with flexibility and capability to accommodate expansion without need for demolition or major modifications to the initial parking garage. The layout and functional elements shall be studied and undergo a concept level design effort and shown on planning and design documents. In order to prevent impact on parking lot operations, and to preserve sight lines from the ATCT, constructing additional parking levels above the original garage structure shall not be permitted in the future.

3.1.4. Parking Management Operator's Facility: Auxiliary space shall be provided for the Owner's parking management operator (currently AMPCO). The space shall be adjacent to or within the parking structure and shall include office space, breakroom space, storage, and minor (light) workshop and restroom facilities. The facility functions will be split between the parking structure and the new exit plaza. The facility management office space can be either an integral part of the parking structure, without reducing the parking capacity, or a separate construction, which shall be functionally connected to the garage and as close as possible to the exit plaza.

3.1.4.1. Maintenance and Custodial: Space for maintenance and custodial equipment and supply storage shall be provided.

3.1.4.2. Exit Plaza: In addition to automated and cashier exit lanes and booths, the exit plaza shall be designed to accommodate office (administration and money counting room) space, employee restroom and breakroom facilities for the parking operator. The existing exit plaza shall remain open until the new plaza is placed into service.

3.1.5. Safety and Security:

3.1.5.1. General: Approach to crime prevention should provide intelligent design including, but not limited to:

- High visibility of garage decks from outside views
- Unobstructed clear sight lines inside the garage
- Minimal amount of solid interior walls and openings provided in structural walls
- Easy to find, alternate egress pathways that allow users to avoid dangerous situations
- Glassed areas in stairways and elevators shafts for outside monitoring and observation shall be in compliance with governing codes
- High, uniform lighting levels and lamps located to avoid shaded corners
- Paint in light colors at walls and/or ceiling in order to improve lighting levels by increasing the interior reflective surface
- Safety mirrors that make visible hidden locations
- Roll-up gates to be closed during off-hours
- Hardware for emergency exit doors with no entrance option
- Access through controlled pathways only and "manproof" grating at grade level
- CCTV surveillance
- Blue emergency call phones

3.1.5.2. **Security Systems**: Access control and surveillance systems to be included are:

- Continuous monitoring by CCTV surveillance tied to the Airport's surveillance monitoring system. Design shall include camera locations, fields of view drawings, recommended types of cameras for each location that are compatible with the existing CCTV system, power and data conduits, cabling and wiring. CCTV cameras and access control devices along with the headend equipment will be provided under a separate procurement

package are not included in this scope of services. No security monitoring room shall be provided within this project. The security system shall be tied into the Airport's system and shall be monitored from the Control Center located in the Airport Police and Fire building.

- Signage
- Intercommunication system between designated locations in the parking facilities and exit plaza connected to the Airport Police and Fire building.
- Blue-light call stations and/or panic button stations, connected to Airport Police and Fire Control Center.
- Secured doors shall be provided with access control.

3.1.5.3. **Blast/Risk Analysis:** Perform a blast/risk analysis and validation study to determine the options available and provide recommendations. Analysis shall include options to address Federal regulations, estimated costs, impact to schedule, etc. The analysis shall include enough data/detail/information for the Owner to evaluate potential risk to the facility and the terminal resulting from an explosive device. The analysis shall also identify blast mitigation design option(s). Use reasonable assumptions for potential blast size and force, and using industry standards, guidelines or recommendations for structural design, blast mitigation and blast resistance. Interagency Security Committee (ISC) Security Design Criteria will be considered.

3.1.6. **Aesthetic Appearance:** The new parking facility appearance shall complement the new Terminal aesthetics and provide for high quality architectural features including but not limited to: massing, proportions, volume, scale, details, materials, colors, etc.

3.1.6.1. Provide video animations (three) to include:

- Parking garage
- New Terminal

- Existing Terminal
- Exit plaza
- Surface parking lots
- Roadways/signage
- Landscape
- Interior lobby of the customer service center
- Other related site features

Materials, colors, site and building features shall be represented in an acceptable detail to provide the viewers with a near realistic experience.

The video animations shall illustrate:

1. a fly-over of the Terminal Area
2. a drive-by view of the Terminal Area beginning as Mid-Continent Drive enters the Terminal Area and following the roadways until it leaves the Terminal Area.
3. a walking level view beginning north of the parking garage in the surface parking lot proceeding into the new terminal via the parking garage then leaving the new Terminal proceeding into the rental car lobby.

The animations shall be modified as the design develops with the final versions provided using the final design documents.

3.1.7. Furniture, Fixtures and Equipment (FF&E): Furniture, fixtures and equipment for the parking structure, parking management office, car rental customer service area and exit plaza included are:

- Ornamental and interior decorations
- Interior plants and planters
- Trash and recycle receptacles, interior and exterior
- Exterior smoking/ash urns

- Site benches
- Interior seating in rental car customer service lobby commons area and public non-leased areas

3.1.8. Structural System: The facility superstructure shall consist of a post-tension, cast-in-place concrete structural system. Foundation system shall be determined based on recommendations to be included in the geotechnical investigation report. The design of the building structural system shall take into consideration the risk analysis as a basis for structural blast analysis.

3.1.9. Geotechnical Investigation: A Geotechnical investigation report shall be developed. The report shall include boring log, site plan indicating boring locations and recommendations such as but not limited to design soil parameters, seismic design criteria; proposed foundation systems and slab support, pavement subgrade stabilization, etc.

In conjunction with the new Terminal a geotechnical report was performed and that document is available upon request. That document is Geotechnical Analysis Report, Proposed Mid-Continent Airport Improvements, City of Wichita, Kansas, HNTB Project No. 34912-DS-007-210, dated Nov. 20, 2007.

3.1.10. Building Systems:

3.1.10.1. Mechanical: Optimizing facility performance through an intelligent control system is to be integrated into the design.

- Open parking garage design shall not require ventilation. Ventilating fans, if required by code, controlled by CO detectors shall be activated and shall exhaust the contaminated air to the roof level by means of ductwork. Their locations and numbers shall be determined by the mechanical designers based on the garage layout.
- All office and core areas shall receive cooling and heating supplied by ductwork to the various areas with multiple zones for even air distribution. Zone individual temperature control shall be provided. Automatic temperature control system shall be provided

and connected to the existing Building Management System (BMS) in the existing terminal basement.

3.1.10.2. Storm Water Drainage: This section addresses storm water drainage systems within and beyond parking garage building perimeter. It also includes the car rental facility, parking management, and exit plaza facilities.

- The storm water should be directed to drainage structures and tied into the existing storm water drainage system
- Storm water drainage systems shall be provided to convey rainwater from garage structure to the storm sewer system. Secondary emergency overflow systems shall be installed to protect roof structures in the event of primary system blockage.
- Primary and secondary roof drain systems shall be designed using applicable rainfall intensity in conjunction with code established area-to-pipe sizes allowed
- The design of storm drainage systems shall prevent the entrance of sanitary waste and/or sanitary vent gas and include code required mud and oil interceptors
- Provide cleanouts at locations and with clearances as required by the local codes, laws and regulations
- Roof or area drains shall be sized in accordance with local codes, laws and regulations. Freeze protection such as heat tracing, insulation and jacketing shall be provided for horizontal runs of leaders and conductors subject to freezing
- Do not locate drain piping within stairways, elevator equipment rooms, electrical or telecommunications room
- Storm water drainage shall not be directed onto walkways, drives and roadways to avoid pedestrian and vehicular hazards
- Appropriate subsoil and foundation drainage shall be provided as required by the standard of design for the area and the geo-

technical report. Should there be a determination that invert elevations of utilities are not below the foundations building drainage systems, then all subsoil drainage shall be discharged from the building through a lift station with duplex pumps and alarm system connected to the existing Building Management System (BMS). Each pump shall be sized for 100 percent of design capacity. Sumps and pumps handling sub-soil/foundation drainage shall not receive any sewage or building storm drainage.

- Off-site facilities may be required to address the stormwater regulations. Systems shall be compatible with the airport environment.

3.1.10.3. Plumbing and Hydronic: This section addresses all plumbing systems within and beyond parking garage building perimeter.

- Water services for plumbing and fire protection shall be tied into the water main on site
- Water services for plumbing and fire protection shall be provided with backflow preventers and metering in accordance with local codes, laws, and regulations
- Snow melting system design shall consider well water source, additional heating sources and pump distribution system for pedestrian walks extending to terminal cross walks and uncovered sloping vehicle ramps
- Rental car operations and parking management spaces shall have cold, hot water supply, hot water recirculation and distribution to auxiliary spaces and restrooms
- Trench drains with mud and interceptors at the main parking garage ramp entrances and floor drains shall be connected to the main building trap and to the building storm sewer which in turn shall connect to the main storm water system
- Invert elevations shall be noted at all piping exiting the building perimeter, connections to exterior sewers, uppermost point of

each main and branch line located below ground level, and all other points where required to clearly establish proper slope and coordination with other piping systems and building components

- Bottom of pipe elevations shall be noted for unburied piping at locations where close coordination is required to prevent conflicts with other systems, structural components, pedestrian traffic and/or vehicular traffic
- Domestic water piping and hydrants wash-down system for all parking level areas. The wash-down system shall be designed to drain during freezing temperatures

3.1.10.4. Fire Protection: This section addresses the fire protection systems within the open parking garage, parking management maintenance/custodial offices and the space housing the rental car operations facility.

- Fire extinguishers shall be provided. Wall-mounted fire extinguishers shall be located within cabinets in coordination with the Standpipe fire hose cabinets
- Fire standpipes shall be furnished and installed at stair towers with valve stations at each level
- Sprinkler systems shall be provided throughout the entire facility, except if otherwise determined by applicable codes. Parking garage shall include a dry system, including piping and sprinkler heads, and wet system for the rental car operations facility and other interior spaces shall be provided, Alarm valves shall be located in dedicated sprinkler alarm valve rooms
- Hydraulic data of existing water supply shall determine whether the pressure is adequate for all fire protection systems. Should the pressure of the existing water supply not fulfill code requirements afire pump shall be provided
- Fire protection system alarms shall be networked with the Airport systems

3.1.10.5. Electrical: The electrical service shall be tied into the Airport's electric distribution system through underground duct banks. An electrical room with service entrance equipment, main switchboard, automatic transfer switches and distribution switchgear, shall be located at the ground level of the parking structure. The electrical power service entrance equipment and main switchgear shall be sized to serve the ultimate parking space structure including all indoor/outdoor lighting, power, communications and support systems for parking, revenue control systems, security systems, electric car charging stations, space availability systems, parking operator's management office, car rental office spaces, advertising displays, EVIDS, associated roadways, service areas, walkways and all support equipment and spaces. The entire parking structure shall be provided with building grounding system, isolated instrumentation grounding system, lightning protection and surge suppression system to protect vital electronics of the access control and revenue system, space availability system, servers and other computers within the parking structure.

It is the interest of the Airport to have solar panels installed on the covered parking on the garage top level and, possibly, on some covered surface parking to provide power to operate the facilities and to feed into the Airport's electrical distribution system.

An on-site emergency generator system and UPS (as required) shall be provided for emergency power to support life safety code required and other systems including but not limited to: fire pumps, emergency security lighting, access control, surveillance, revenue control systems, parking guidance and availability, building management computer systems, car rental facilities, management offices, elevators and exit plaza.

Provide ability to easily connect to mobile generators.

3.1.10.6. Lighting: The exterior elements of the parking facility and surface lots shall have low maintenance, energy efficient, outdoor type lighting fixtures to provide lighting levels exceeding the parking garage

illumination requirements recommended by Illuminating Engineers Society (IES). The parking management spaces, rental car agency spaces and all other indoor support spaces shall be provided with energy efficient and green compliant indoor lighting fixtures. Lighting levels shall provide for high quality and safety environment. Outdoor lighting shall be provided for associated ramps, service areas, stairways and walkways. Lighting design shall account for special conditions such as ramps, signage, variable message signs, aviation warning lights, exit plaza, etc. Lighting at vehicle entrances/exits shall have automatically adjusted daylight-to-garage transitional lighting. Traffic and pedestrian control signals shall be provided as required. LED lighting shall be evaluated for all applications. Occupancy sensors, dimming and other techniques shall be used throughout, where applicable.

3.1.10.7. Data, Communication and Visual: The parking structure shall be provided with a centrally located, heated and air conditioned, data /communication room to support internet, voice and data requirement for the parking management spaces, car rental offices and support facilities, maintenance/custodial spaces, advertising displays, security, revenue control systems, fire alarm system and all other data and communications systems associated with the parking facilities. Separate projects shall install cabling, Wi-Fi, CCTV cameras and access control devices. Infrastructure shall be provided in this project (Pkg #10).

Infrastructure for an Electronic Visual Information Display System (EVIDS) for flight arriving/departure information shall be provided in the rental car facility commons area. A separate project will install the EVIDS hardware (NIC).

All data and communication systems shall be tied to the Airport's respective systems.

Infrastructure (usually meaning conduit) for power and data cabling shall be provided for security surveillance, access control, advertising and EVIDS.

3.1.11. Facilities Orientation and Guidance/Signage Program: The signage system should provide for simple understanding of the parking facility operation, parking services available and easy to follow traffic. The pedestrian pathways should be augmented by a thoroughly designed signage package providing guidance and facility orientation. The main features of this facility orientation and guidance system should include but not be limited to the following:

- Clear and appropriate exterior identification signage of all parking entrance and exit plaza facilities
- Directional signage on site, leading to parking facility entrances identifying entrances appropriate for specific users and consistent with other existing signage
- An orientation scheme within the parking structure to inform users of their levels and directions to their various destinations
- Directional and identification signage for accessibility requirements and access routes
- Identification of blue-light call stations and other security related information
- Provision of all code required fire egress signage
- Vehicular traffic signs with directions to specific routes as required
- Identification signage for ancillary building support services planned for the structure as well as the parking management offices
- Identification and directional signage for the car rental facility offices, ingress, egress and car return areas
- Signs for vertical transportation, escalators and elevators
- Signage shall be compatible with new terminal and other off-site signage and use the same design, style, colors and materials

3.1.12 Value Engineering: Consultant shall anticipate the garage design undergoing value engineering. Should value engineering occur the Owner shall facilitate the process and pay for the cost and outside consultant services. Consultant shall make available key design staff for this activity as well as provide documents required. Consultant shall incorporate Owner approved changes into the design.

3.1.13 Renewable Energy Study/Analysis: Prepare an analysis for the use of renewable energy systems (solar) on the parking garage top level canopy. Submit a report during the Schematic Design phase describing the feasibility of such system, regulatory impact, potential funding (loans, grants, etc.), power utilization and return on investment.

Consultant shall meet with Westar and Owner as a part of the study/analysis for technical, regulatory and policy (net metering) issues.

Consultant shall investigate the use of FAA VALE funding.

The study/analysis shall investigate the feasibility and possibility of the electricity from the renewable energy system feeding into the Owner's electric distribution system.

The Owner may choose to authorize a system design as a new project task, which would be considered an additional scope of service and fee.

3.2. Car Rental Facility: In addition to the area to be used for public parking, the structure will include accommodations for rental car parking and a customer service facility. The rental car operation will include garage parking space for ready/return of rental vehicles and will include public and auxiliary spaces such as the customer service counter lobby, offices, secure room, secure access to cars, access to terminal, public restrooms, etc. The design shall be coordinated with the car rental companies' requirements. Vehicular ingress/egress to the car rental parking shall be separate from the vehicular ingress/egress provided for the public parking areas and their path shall not be through the exit plaza except if the revenue control system will be capable to allow free and easy pass-through exit gates of the rental cars. It is anticipated that one complete level of the garage will be dedicated to rental car parking and as the pick-up and ready-return rental car operation; however consideration should be given to an alternate layout that combines rental car ready return spaces on the ground level with public parking. Pedestrian vertical transportation between levels occupied by the car rental facility shall

include stairs, elevators and escalators; number and size to be determined based on the projected number of the facility users.

Servicing, fueling, washing and maintenance of rental cars will be at sites remote from this facility.

Fit-out and FF&E for the car rental companies leased spaces is not included in this scope of services however the Consultant shall work with and meet with the car rental companies throughout the design phase.

3.2.1 Project Sustainable Design Study: The Consultant shall incorporate, to the maximum extent possible, "green"/sustainable principals in the design of the project. The Consultant shall evaluate sustainable design elements options and alternatives and discuss them with the Owner during programming, planning and preliminary design of this project in order to determine which elements are to be included in the construction documents. Official LEED Certification and its process will not be included in this study and design effort.

The Consultant shall incorporate, to the maximum extent possible, "green"/sustainable principals in the design of the project. The Consultant shall evaluate sustainable design elements options and alternatives and discuss them with the Owner during programming, planning and preliminary design of this project in order to determine which elements are to be included in the construction documents. Official LEED Certification and its process will not be included in this study and design effort.

3.3. Art Program: The parking structure and car rental customer service lobby will incorporate an integrated public art element via the Consultant Team's architectural design (interior or exterior) of the facilities themselves. The Consultant shall coordinate with the City Arts Council in developing options for said integration. A third party art consultant and integration of a third party public art element is not included in this scope of work.

3.4. Site Improvements:

3.4.1 Site Survey: Provide topographical, site features and utilities site surveys for all areas within the Terminal Area. The new Terminal design may contain useful information and the Airport has available utility plans for reference. All information provided is intended to support these projects and must be

independently verified/surveyed/measured. Surveys shall use the Airport's Primary and Secondary Airport Control Stations.

3.4.2 **Roadways and Vehicular Circulation:** The parking structure and Terminal surface parking facilities requires a good vehicular circulation, access from the loop road and the ability to access parking facilities after terminal curbside baggage drop off, without having to re-circulate around the entire Loop Road. The main roadway design shall be modified to serve the parking facility operations, including revisions to the site traffic and vehicular access, utilities and lighting within the Loop Road. Only roadway modifications directly related to integration of the new parking facility, rental car center and surface parking lots within the loop road (and south rental car lot) are included in this scope of work.

Design criteria shall include but not limited to:

- Meeting driver expectancy on the access roadways
- Minimizing conflicts between vehicles and vehicles, and vehicles and pedestrians
- Providing adequate access and circulation for service/delivery vehicles
- Optimizing ingress, egress and circulation without unduly affecting traffic operations and adjacent land uses
- Separating vehicular flows to and from the car rental facility and the parking garage
- Providing appropriate pedestrian circulation connecting the structures and surface parking with the new and existing terminals and adjacent facilities
- Maintaining access and circulation for emergency vehicles
- Provide adequate access and circulation for service/delivery vehicles and commercial ground transportation, including appropriate staging, queuing for passenger drop-off/pick-up
- Provide an adequate level of service for garage patrons

3.4.3 **Pedestrian Circulation:** Identify optimal functional pedestrian circulation that provides the most likely pedestrian paths that would link surface and structured parking to the Terminal and nearby off-site uses. Internal garage elements shall

consider lighting, clearly demarcated pedestrian walkways, stairs, elevators, escalators, signage and other pedestrian amenities for safe, direct and efficient pedestrian movements. Design shall also strive to minimize conflicts between vehicular traffic (both moving traffic as well as parked vehicles) and pedestrians through the use of appropriate pedestrian elements, traffic calming measures and other measures aimed at enhancing pedestrian circulation, mobility and safety. The proposed pedestrian facilities shall provide acceptable levels of service to the users and shall be ADA compliant. Sidewalks prone to icing shall have a snowmelt system.

3.4.3.1 Curbside operations will be enhanced with two canopy systems which will span from the parking structure to the new Terminal building. The canopies shall be designed to integrate Terminal and parking structure architecture, and it will provide appropriate lighting;

3.4.3.2 Clear pedestrian travel paths shall be provided for access in and around the surface parking lots surrounding the parking structure and through the parking structure to the Terminal.;

3.4.3.3 It is expected that the garage and reconfigured surface parking will be operational before the new Terminal is open. Temporary wayfinding, markings, etc. will be required to insure users will not be inconvenienced moving into and away from the existing Terminal.

3.4.4 Terminal Short and Long Term Parking Lots: The surface parking within the Loop Road shall be expanded and reconfigured to maximize parking and to accommodate traffic patterns for the parking garage and exit plaza. The parking lots configuration shall take into consideration the expansion of the parking garage.

The short and long term parking lot pavements shall be concrete. Concrete pavement design shall be by industry accepted standards (ACPA, PCI, etc.). The Consultant shall investigate what existing pavements can be preserved. Incorporated into the parking lots will include new lighting, CCTV cameras poles, underground utilities, islands, landscaping, access and revenue control and signage. Some covered surface parking may be incorporated into the work.

Within the footprint of the proposed surface parking is electrical Substation S that is expected to be reduced in function and eliminated, if possible. It is the interest of the Owner to not have this facility is an obstacle in the parking lot. Placing the remaining equipment in an underground vault shall be explored.

Consultant shall work and coordinate with the Sedgwick County's emergency siren and possible relocation.

All demolition on site required for the new work shall be included in the project.

3.4.6 **South Rental Car Parking Lot:** The parking lot pavement is in poor condition and is in need of major rehabilitation/reconstruction. Once the rental cars are moved into the parking garage, this surface parking lot, including the entrance driveway, will be rehabilitated/reconstructed along with the lighting improvements, landscaping/irrigation and the addition of revenue control at the lot entrance for conversion of this lot into a permit employee parking lot. Concrete pavement design shall be by industry accepted standards (ACPA, PCI, etc.).

3.4.7 **Terminal Parking Lot Entrances/Exit Plaza:** The revenue collection type and reservoir areas and number of service lanes shall be designed to expedite the processing of inbound and outbound vehicles and minimize queuing, particularly for inbound vehicles. The potential for queue spillback onto the adjacent roadways shall be minimized through design. Average and design queues shall be computed using a multi-channel design approach acceptable to the Owner. The number of revenue collection booths shall be based on the volume of anticipated parkers, arrival patterns, service and turnover rates, automation-based revenue collection and control systems and other relevant considerations. To the extent practical, flexibility in design should be maintained for potential reversible lane operations and other operational schemes, as and if needed. The reservoir areas, being the area that customers first see, must be designed to reflect good appearance clearly signed to communicate parking services and pricing options and should also provide adequate paths for pedestrians who must also use this area.

The revenue control system at the exit plaza shall be part of the new system integrating the new parking garage and all revenue-producing public, and employee/permit surface parking lots.

Layout of the exit plaza and service lanes shall consider maximum flexibility and efficiency from automated revenue collection and control systems such as pay-on-foot, express exit lanes, ticketless options, credit card in/out, AVI, etc.

The existing exit plaza shall be replaced with a new facility at a location determined during the early phase of design. It is incumbent that the existing exit plaza remains in operation until the new exit plaza is placed into operation.

Concrete pavement design shall be by industry accepted standards (ACPA, PCI, etc.).

3.4.8 Landscape and Irrigation: It is the Owner's interest to have an attractive, healthy landscape in the Terminal Area that uses ground water vs. water from the City of Wichita's public water supply. Currently some areas do not have irrigation while other areas are on their own system using City of Wichita water. Within the Terminal Area there are no known water wells currently being used for irrigation.

Landscaping shall be consistent with the new Terminal landscaping and with the Airport Landscape Criteria, which are available upon request. Identify location of planting and hardscape items as well as pertinent elevations indicating the relationship between structures and the landscaping. The irrigation system for the landscaping shall be designed to provide watering of the landscaping to be tied into a centralized monitoring station located in the existing terminal basement at the building maintenance control center.

An existing water well, located in the Water Works Building, served as the Airport's initial water supply. That well is no longer in use and shall be closed and a new irrigation well constructed. Consultant shall provide the technical effort to insure the water rights are aligned with the new usage. The water rights number for this well is #2138-A with the listed use for the water is "Industrial".

The system (well, controls and mains) shall be sized to serve the Airport campus roadway system and the Owner maintained area on the non-secured side of the security fence. Mains and branch lines shall be installed to serve the Terminal Area (excluding what will be installed in the new Terminal project).

Landscaping shall include the sections of the Loop Road, Air Cargo Road and Mid-Continent Drive as well as away-from-the-roadways areas that are not within

the Terminal construction project. The new work shall connect to the existing, individual irrigation system when possible.

Moderate berming shall be considered keeping in mind sight lines for safety and security purposes.

Sidewalks along the road system may be required.

See EXHIBIT E for specific definition of the Terminal Area zones to be landscaped, irrigated and/or connected to the new irrigation water source in this scope of work.

3.4.9 Signage: Excluding the recently relocated overhead sign for the southbound lanes of Mid-Continent Drive the existing overhead signs within the Terminal Area shall be refurbished or replaced, as appropriate. Street and wayfinding signage shall match what has been established for ACT 3.New overhead signage may be needed within the Terminal Area.

Anticipate all signage (overhead, regulatory, informational, parking, etc.) not in the new Terminal project and within the Terminal Area is to be replaced. Information and guide signs shall be in accordance with the most recent edition of the federal Manual on Uniform Traffic Control Devices (MUTCD). Sign design specifications shall include but not limited to the following elements: color, retro-reflection, and illumination, size of signs, lettering style and size of lettering, amount of legend, arrow types and materials. Sign designs will also refer to the most recent Airport Roadside Guide Signs, a recommended practice publication by the Institute of Transportation Engineers (ITE). The structural design of overhead sign structures, sign and support assemblies shall be based on the most recent edition of the Standard Specifications for Structural Supports for Highway Signs, Luminaries and Traffic Signals published by the American Association of State Highway and Transportation Officials (AASHTO).

3.4.10 Lighting: The existing roadway and parking lots have varying levels of lighting.

It is the expectation that the lighting systems shall be replaced during the applicable projects unless recent projects have done such or planned in the new terminal project. Is it the Owner's practice to install parking lot lighting that exceeds industry standards and is uniform throughout. Light level diagrams shall be developed.

The arrangement with Westar for the street light system is that the Owner provides the conduit system and Westar installs the cabling and light poles at locations determined by the Owner. The power for the street light system will be on circuit(s) tied to the Owner's electric distribution system.

3.4.11 CCTV Surveillance: In addition to surveillance within the parking garage and Rental Car Customer lobby, CCTV infrastructure will be required for the surface parking lots and possibly along the Loop Road. Consultant shall work with the Owner and TSA to determine locations for cameras.

3.5 Existing Parking Plan Review and Validation:

3.5.1 Review of Parking Financial Model: The Consultant will conduct a review of the existing revenue and expense model developed by the Airport and other consultants. This task will consist of the following elements:

3.5.1.1 Review the logic and structure of the existing revenue projection model developed by another consultant;

3.5.1.2 Use the results of a ticket analysis (to be conducted by the Owner) to construct a parallel revenue project model that will test the results of the existing model and its projections;

3.5.1.3 Review the current operating budget for the parking operations and material changes in operating costs expected after opening of the new parking garage and surface lots;

3.5.1.4 Provide a written summary of review;

3.5.1.5 As applicable, provide detailed recommendations for modifications to the model and supply any support documentation utilized to develop such recommendations;

3.5.1.6 Discuss results with the Owner via teleconference.

3.5.2 Parking Master Plan Review and Validation:

3.5.2.1 Review and analyze exiting data provided in the Parking Master Plans by HNTB and Carter Burgess;

3.5.2.2 Issue an RFI for specific data that is not provided in the Parking Master Plans;

3.5.2.3 Review current Parking Master Plan data specific to the rental car operations and activity. Verify Parking Master Plan data with each rental car company. Compare parking master Plan rental car company utilization data to other airports in the region;

3.5.2.4 Verify existing Airport parking supply including short term, long term, employee/tenant and Park and Ride lots;

3.5.2.5 Review historical and forecasted passenger date provided in the Master Plan;

3.5.2.6 Utilize results of a ticket analysis (to be conducted by the Owner) to develop a model of current parking accumulation patterns. Relate these patterns to current passenger volumes and model estimates of future parking demand based on growth projections for originating passenger volume provided by the Authority. Compare this model with the parking demand projections presented in the Parking Master Plan.

3.6 Schedules:

3.6.1 Master Schedule: Develop and maintain a master schedule of the projects and their respective phases. Provide the master schedule on a periodic basis. Anticipate meetings with the Owner.

3.6.2 Projects Schedule: The Owner anticipates the following:

- Terminal Area Irrigation and Landscaping (Pkg #57) – Completed Fall 2012
- Surface Parking, Exit Plaza (Pkg #30) and Parking Garage (Pkg #10) – Completed mid-Summer 2014
- South Rental Car Lot (Pkg #39) – Completed Fall 2014

3.7 Construction Phasing: Develop detailed construction phasing and sequencing plans. Plans shall be coordinated with the new Terminal project.

Solutions for temporary parking to provide for displaced parking during construction shall be provided to maintain a satisfactory parking capacity at all times. Phasing plans shall also take into consideration the parking overflow during peak seasons and include the plan for alternate parking solutions during construction. Provide the estimated revenue impact of such alternate arrangements.

Maintenance and Protection of Traffic (MPT) shall be provided. Construction will be sequenced so that the project construction duration is held to a minimum, impacts to the public are minimized, and access to pedestrian pathways, abutting roadways is always preserved. All MPT schemes shall be discussed with and approved by the Owner and designed in conformance with the latest edition of the Federal Manual on Uniform Traffic Control Devices (MUTCD). A high degree of motorist and pedestrian access and convenience must be maintained at all times during construction. Significant signage and detours will be required.

Construction phasing/sequencing and Maintenance and Protection of Traffic plans shall include project element phasing, signage, way-finding and other relevant information in sufficient detail for contractor's implementation.

A "Pardon-our-Mess" signage and information program shall be developed, kept current and modified in response to issues and comments that arise during the projects.

4 Scope of Services

4.1 Interface/Coordination/Presentations: Conduct/facilitate regular progress, coordination and review meetings in Wichita that are attended by key members of the project team, as dictated by the progress of the work and meeting purpose. Formal submissions and reviews will be conducted for each phase. The Consultant shall document, prepare and distribute meeting notes for each meeting within five calendar days of the event. Project meetings include, but are not limited to, the following:

4.1.1 Owner

4.1.2 Program Manager and Terminal Design Team

4.1.3 Authorities Having Jurisdiction (AHJ)

4.1.4 Rental Car companies and the Owner's contract parking management company (2 meetings during each design phase)

4.1.5 Airport Art Consultant

4.1.6 Advertising Concessionaire

4.1.7 Utilities Companies (hold dedicated meetings to resolve issues and timing)

4.1.8 Other projects developed for the Airport either designed and/or under construction

4.1.9 Anticipate several public presentations to various agencies and bodies. As a minimum develop presentation materials and present to the:

- Wichita Airport Authority
- Wichita Airport Advisory Board
- Contractor Forum
- Design Council

4.2 **Review of Existing Data:** Available documents are the "Mid-Continent Airport, Wichita, Kansas, Air Capital Terminal 3" – Drawings and Specifications, HNTB - "Parking Master Plan" dated February 2010 and Jacobs/Carter Burgess – "Public Parking and Rental Car Facility" report, dated February 12, 2008. Additionally a geotechnical report was preformed for the new terminal building and is titled Geotechnical Analysis Report, proposed Mid-Continent Airport Improvements, City of Wichita, Kansas, HNTB Project No. 34912-DS-007-210, dated Nov. 20, 2007. Available is a 2006 topographic map of the area developed for the new Terminal project.

4.3 **Code/Regulatory Review/Approval:** Analysis for major requirements must be complete, including a description of significant issues to be addressed and proposed solutions and shall be updated for each submission. Dates/time frames of anticipated reviews and approvals shall to be included in the design schedule. These may include, but are not limited to:

4.3.1 Local Building Officials (City of Wichita Office of Central Inspection, Fire Marshal, etc.)

4.3.2 Transportation Security Administration (TSA)

4.3.3 Federal Aviation Administration (FAA)

The Consultant shall prepare documents required for the reviews for government agencies and incorporate review comments into bidding documents.

4.4 **General:**

4.4.1 **Quality Control/Quality Assurance:** Provide copies of Consultant's and major subconsultants in-house quality programs. Include quality program descriptions for all design professionals. The quality program shall be provided within 21 calendar days after the Notice to Proceed. The Consultant shall provide internal constructability reviews and on-site field checking at each phase of design.

Reviews include clarity, completeness, systems coordination, cross discipline coordination, usability, constructability, maintenance.

4.4.2 Design Phase Documents: Prepare Schematic Design (15%), Design Development (65%), Construction Documents (95%) and Bidding Documents (drawings and specifications) for review and approval. Special submittals may be required to be submitted outside the defined schedule to facilitate the projects. Anticipate submittals of systems and supplemental information in between the official submittals.

4.4.3 Disciplines: The projects, shall include, but not be limited to, the following professional disciplines:

4.4.3.1 Geotechnical

4.4.3.2 Topographical and Utility Survey

4.4.3.3 Civil/Site

4.4.3.4 Traffic

4.4.3.5 Airport Parking and Rental Car Operations

4.4.3.6 Architectural

4.4.3.7 Structural/Blast Specialist

4.4.3.8 Landscape& Irrigation

4.4.3.9 MEP

- HVAC
- Electrical
- Plumbing
- Snow Melting
- Fire Protection
- Fire Detection and Alarm Systems
- Lighting & Site Lighting
- Solar

4.4.3.10 Security

4.4.3.11 Revenue and Access Control

4.4.3.12 IT/Telecom/Data

4.4.3.13 Graphics/Wayfinding

4.4.3.14 LEED Accredited Professional

4.4.3.15 Cost Estimating

4.4.3.16 Vertical Transportation

4.4.3.17 Furniture, Fixtures and Equipment (FF & E)

4.4.4 Narrative: For each submission, provide a general description of project indicating use, architectural concept, and conformance to requirements, zoning, lot coverage, codes followed, material and methods of construction. Include general descriptions of all major building components and systems to be incorporated into the project for each specific discipline section (refer to Section 4.4.3).

4.4.5 Drawings, Specifications and Studies: Drawings shall be prepared in AutoCAD format and conform to the AIA layering guidelines. Drawings shall be specific for each discipline, as applicable and are to include, but not limited to, a list of the drawing sheets, general notes, abbreviations, legends, key notes, symbol keys, key plans, column lines, north arrow, coordinated backgrounds, etc. All drawings shall be referenced to a single base drawing with tabs or window space views to produce appropriately coordinated and complete drawings. All viewports shall maintain the same coordinate system and scale factors as the base drawing that shall be the same coordinate system as was used for the new Terminal. All drawings will maintain the z-axis as zero, (2-D), unless all elevations can be incorporated in AMSL values (3-D). The drawings shall be appropriately coordinated with all disciplines and complete for each phase of the projects.

Specifications and studies shall be in MS Word.

4.4.6 Studies, investigations, surveys and analysis: The Consultant shall provide the following studies, investigations, surveys and analysis. Each shall be considered to be a separate task and provided as such. It is incumbent for the

Consultant to know and manage the master program schedule so these tasks are done in a timely manner, to allow Owner input and review then have them implemented into the projects.

- Parking Master Plan Review and Validation
- Parking Financial Model Review and Validation
- Topographical and Utility Survey
- Geotechnical Investigation
- Blast/Risk Analysis
- Project Sustainable Design Study
- Renewable Energy Study
- Revenue control system operating program
- AVI system evaluation and recommendation
- Parking availability and guidance system evaluation and recommendation

4.4.7 Project Cost Estimating: Prepare an opinion of probable project cost at each phase for each project and at critical times of the project when requested by the Owner. Break-out the costs associated with certain functions such as rental car operations, surveillance systems and renewable energy sources. The breakout shall include operations, construction, consultant fees and any other costs which can be attributed to such functions.

4.4.8 Schedule: Prepare and maintain a master schedule and individual schedules of all projects within this scope of services. Update all schedules on a monthly basis and critical times of the projects when requested by the Owner.

4.4.9 Bid Packages:

4.4.9.1 Bid Package #57 for irrigation well, irrigation system and landscaping

4.4.9.2 Bid Package #10 for parking garage surface parking lots within the Loop Road, rental car customer facilities and exit plaza (Package #30)

4.4.9.3 Bid Package #39 for the South Rental Car Parking Lot Reconstruction

4.5 Schematic Design Phase (15% design completion) Submittals:

4.5.1 Site Survey: Provide topographical and utility survey.

4.5.2 FAA Form 7460-1: Provide technical information regarding the projects for submittal to the FAA. Owner shall submit documents to the FAA. Anticipate sight line calculations and drawings to be developed to support the parking garage submittal.

4.5.3 Blast/Risk Analysis: Provide an analysis and impact to this program.

4.5.4 Geotechnical Investigation: Provide geotechnical report based on borings to include soil characteristics and recommendations for foundations, retaining walls, embankment, excavation, etc. The geotechnical investigation shall be completed at the beginning of the Schematic Design Phase.

4.5.5 Programming: Develop a program for the garage facility in collaboration with the Owner, Program Manager, parking operator, car rental agencies and any other parties involved in the project. The facility program shall indicate gross area for different occupancies, distribution of space, functional diagram(s), etc. Upon approval of the facility program by the Owner, the Consultant shall develop conceptual sketches, which shall be developed in schematic design phase. The Owner must approve any and all sketches to become basis of further design effort.

4.5.6 Schematic Design: Prepare Schematic Design drawings and support documents with options for review, as applicable, for each project. Drawings will generally include:

4.5.6.1 Parking Garage and Surface Parking (Pkg #10) Site Plans including:

- Surface parking lots renovations/new construction
- Parking structure
- Entrance and exit and traffic flow
- Exit plaza
- Existing and new utilities
- Site drainage and stormwater quality solutions
- Landscaping, irrigation and signage/wayfinding

- Roadway modifications
- Crosswalk canopies
- Proposed demolition and key site elevations
- Revenue control systems
- AVI

4.5.6.2 Parking structure functional plan

4.5.6.3 Floor plans, reflected ceiling plans and roof plans with key dimensions for the parking structure, rental car facility, canopies connections and support facilities

4.5.6.4 Building elevations with finish and material designations

4.5.6.5 Building sections including material designations

4.5.6.5.1 One line electrical drawings showing existing, new and demolition

4.5.6.5.2 Central control and layout for security equipment

4.5.6.5.3 Construction phasing

4.5.6.5.4 Traffic control and phasing

4.5.6.5.5 Covering options for the top floor of the garage and nearby surface parking stalls

4.5.6.5.6 Preliminary finish schedule

4.5.6.5.7 Schematic structural plans, elevations & sections

4.5.6.5.8 Mechanical, electrical, plumbing, snow melting, fire protection, security, IT & communication schematic drawings, including concept lighting for surface parking lots, parking garage and canopies.

4.5.6.5.9 A master site plan showing the layout for the initial garage size and the ultimate facility. Show all proposed improvements for all the individual projects (Packages #10/30, #39 and #57).

4.5.7 Parking Garage Renderings: Provide computer generated model and rendered views of all sides of the parking garage at Schematic Design phase

level. Electronic renderings shall show the relationship to the new Terminal, architectural features of the parking structure and rental car facility.

4.5.8 Graphics, Signage Wayfinding: Prepare, as applicable, schematic design drawings to include, but not limited to:

4.5.8.1 Graphic concepts

4.5.8.2 Plans and elevations of proposed concepts

4.5.8.3 Samples

4.5.8.4 Floor plans indicating location of signs

4.5.8.5 Graphic plans sections and elevations describing sign layout and colors

4.5.8.6 Detail sections describing materials, basic connections and dimension control

4.5.8.7 Material board

4.5.8.8 "Pardon our Mess" displays and signage

4.5.9 Outline Technical Specifications: Provide outline technical specifications to include:

4.5.9.1 Table of Contents

4.5.9.2 Description of the scope of work

4.5.9.3 Outline specifications for all materials

4.5.10 Construction Cost Estimate: Provide preliminary cost estimates based on schematic design in compliance with Section 4.4.7.

4.5.11 Project Sustainable Design Study: At completion of schematic design phase, provide a sustainable design alternatives study to include:

4.5.11.1 Narrative

4.5.11.2 Cost implications for potential sustainable design elements

4.5.11.3 Analysis for the use of renewable energy to be submitted during programming

4.5.12 Coordination: Coordinate with other parties.

4.5.13 Deliverables: Provide (hard copy and e-files), as applicable.

4.5.13.1 Narrative

4.5.13.2 Topographical and utility survey

4.5.13.3 Geotechnical investigation

4.5.13.4 Furniture list

4.5.13.5 Technical information for submittal to FAA regarding Form 7460-1

4.5.13.6 Project Sustainable Design study

4.5.13.7 Renewable energy study

4.5.13.8 Blast/Risk analysis

4.5.13.9 Program for facilities

4.5.13.10 Estimated financial impact of alternative parking solutions during construction

4.5.13.11 Revenue control, AVI and parking guidance and availability system recommendations

4.5.13.12 Building code analysis

4.5.13.13 Schematic Design Drawings

- Site Plans
- Floor Plans
- Facility Sections
- Elevations

4.5.13.14 Outline technical specifications

4.5.13.15 Cost estimate

4.5.13.16 Garage renderings

4.5.13.17 Schedule

4.5.13.18 Documents and forms to be filed with approving agencies and utility companies

4.6 Design Development Phase (65% design completion) Submittals:

4.6.1 Design Development Drawings: Develop from the approved schematic concept, including the site civil, architectural, structural, mechanical, electrical and all other systems required, as applicable for each project. During this phase all design criteria and solutions shall be established and developed within the program requirements and budget as required. Hard copy and e-files shall be provided.

4.6.1.1 All required items listed in the Schematic Design Phase (15%) Drawings for all disciplines, as applicable to the project, and developed/detailed to a level of 65% design completion. The drawings including renderings shall be appropriately advanced since the schematic submission and coordinated with all disciplines.

4.6.1.2 Provide material board(s).

4.6.1.3 Written responses to all previous design review comments along with the necessary corrections made to the contract documents. Responses shall be made in sufficient detail for verification purposes, such as locations of revised details, specification sections, and updated drawing numbers. Generic responses such as "will comply" are not acceptable.

4.6.2 Parking Garage Renderings: Update computer generated models and a minimum of three rendered views at Design Development phase level.

4.6.3 Graphics, Signage Wayfinding: Prepare design development drawings to update all document submitted at schematic design phase and to include, but not limited to:

4.6.3.1 Floor plans indicating location of signs

4.6.3.2 Sign type layout and colors

4.6.3.3 Signs schedule

4.6.3.4 Details, connections and dimension control

4.6.3.5 Material board

4.6.4 Construction Specifications and Standards: The Owner's standard documents shall be used for PART 1 – BIDDING/CONTRACTING INFORMATION and PART II – GENERAL CONDITIONS and technical

specifications, as available. Technical specifications, not provided by the Owner, shall be written in standard Construction Specification Institute (CSI) 50 Division three-part format. Generally the Owner's technical specifications are for civil/site work and are available upon request. The Owner has some standards and details that should be used, where applicable. Technical specification format shall be:

Part 1 - General

Part 2 - Products

Part 3 - Execution

Part 4 - Method of Measurement

Part 5 - Basis of Payment

4.6.4.1 Specification sections shall have headers on each page, which includes the project title and the date they were printed/revised

4.6.4.2 Each page shall be numbered at the bottom of the page

4.6.4.3 Each specification section shall have a submittal section

4.6.4.4 Each specification section shall have a Quality Assurance section, which shall contain, but not be limited to, the following

- Information as qualifications of the material installers
- Test standards the products shall be manufactured to
- Testing requirements required by Codes
- Test requirements the contractor is to execute in the field
- Who shall witness such testing
- Accept/reject criteria as required for rejecting deficient work or accepting satisfactory workmanship
- When manufacturer's names are cited in the specifications, the Consultant shall ensure that all products and manufacturer's cited meet the specification, not just the manufacturer used as the basis of design

- Specification sections shall detail all source and field quality control requirements for items subject to Special Inspection or Controlled Inspection, including the types of inspections and tests required, their frequency, relevant reference standards and the party responsible for retaining the testing agent
- A listing of proposed building mock-ups that will be required to be built for approvals
- Basis of payment and method of measurement

4.6.5 Construction Cost Estimating: Prepare an opinion of probable construction cost based on Design Development drawings and specifications in compliance with Section 4.4.7.

4.6.6 Coordination: Coordinate with other parties.

4.6.7 Deliverables - Design Development Phase:

4.6.7.1 Narrative

4.6.7.2 Design Development Drawings

4.6.7.3 Technical Specifications

4.6.7.4 Construction Cost estimate

4.6.7.5 Video Animations

4.6.7.6 Renderings

4.6.7.7 Material Boards

4.6.7.8 Documents and forms to be filed with approving agencies and utility companies

4.7 Construction Documents Phase (95% design completion) Submittals:

4.7.1 Construction Documents Drawings: The construction documents drawings for all disciplines and specialties shall be complete and ready for bidding. All approvals shall be received and their requirements included within drawings. Hard copy and e-files shall be provided.

4.7.1.1 Comply with all required items listed in the Design Development Phase (65%) Drawings for all disciplines, as applicable;

4.7.1.2 Provide written responses to all previous design review comments along with the necessary corrections made to the contract documents. Responses shall be made in sufficient detail for verification purposes, such as locations of revised details, specification sections, and updated drawing numbers. Generic responses such as "will comply" are generally not acceptable.

4.7.2 Garage Renderings: Update computer generated models.

4.7.3 Video Animation: Update the video animations.

4.7.4 Specifications: Provide a complete specification book. Specification shall conform to the same criteria listed in Design Development Phase and shall include an updated scope of work description and specification sections for all materials and systems.

4.7.5 Construction Cost Estimate: Prepare an opinion of probable construction cost based on Construction Documents drawings and specifications in compliance with Section 4.4.7.

4.7.6 Coordination: Coordinate with other parties.

4.7.7 Deliverables –Construction Documents Phase:

4.7.7.1 Narrative

4.7.7.2 Construction Documents Phase Drawings

4.7.7.3 Technical Specifications

4.7.7.4 Cost estimate

4.7.7.5 Renderings

4.7.7.6 Video Animations

4.7.7.7 Material Boards

4.7.7.8 Documents and forms to be filed with approving agencies and utility companies

4.8 Bidding Phase (100% documents issued for construction) Submittals:

4.8.1 Bidding Documents: Anticipate all projects to be bid as unit priced projects consequently include separate bid unit prices and associated bid item

descriptions, methods of measurements and basis of payments. Hard copy and e-files shall be provided. The Owner shall be responsible for printing costs once the design is complete and documents are provided for advertising. The Owner shall be responsible for the distribution of the bidding documents.

4.8.2 Final Compliance Documents: Provide documents after Owner final review approval (100% design completion) ready for reproduction.

4.8.3 Final Construction Cost Estimate: Update the construction cost estimates based on final drawings and specifications in compliance with Section 4.4.7.

4.8.4 Coordination: Coordinate with other parties.

4.8.5 Bid Assistance: Assist in assembling bid packages.

4.8.6 Meetings: Attend, assist and present with the pre-bid meetings.

4.8.7 Requests For Information (RFI): Provide written responses to questions.

4.8.8 Addenda: Develop addenda, as required. Addenda will be issued by the Owner.

4.8.9 Bidding Assistance: Assist in Bid Analysis and Verification.

4.8.10 Deliverables – Bid Documents:

4.8.10.1 Narrative

4.8.10.2 Construction Drawings

4.8.10.3 Specifications

4.8.10.4 Construction Cost Estimate

4.9 Construction Administration Phase: During construction, the Consultant shall provide construction administration services and coordinate their services with all parties. Construction administration services include, but are not limited to:

4.9.1 Submittals: Review of all shop drawings, submittals, samples and mock-ups. The review and processing shall not exceed ten (10) calendar days from the date of receiving a submittal, etc.

4.9.2 RFI's: Provide interpretations/clarifications. The review and processing shall not exceed two (2) calendar days from the date of receiving an RFI.

4.9.3 Change Orders: Review and analysis of change orders for cost and time.

4.9.4 **Meetings:** Attendance at weekly construction progress meetings and issuing meeting minutes within five days of the meetings.

4.9.5 **Construction Phase Observations:** Performing periodic observations of the work in progress (by Consultant's non-resident architects and engineers) during critical times and milestones of the construction phase. Frequency will vary depending upon specific construction activities in progress and consultant disciplines involved in those construction activities. Construction work includes the implementation of systems provided within this project. Average frequency for the entire construction phase (all disciplines combined) will be once every other week.

4.9.6 **Start Up:** Witnessing and documenting equipment start-ups and the energizing equipment.

4.9.7 **Punch List:** Attend pre-final and final inspections, development of punch lists and assistance with their resolutions.

4.9.8 **Pre-Final and Final Inspections:** Assist in demonstration and training procedures, pre-final, final and warranty inspections for compliance with the requirements of the Contract Documents.

4.9.9 **Plans and Specification Records:** During the course of construction the Consultant shall review the contractor's as-constructed record documents recording of construction variances from the Contract Documents issued in the bid set and sub sequential addendums, if any. At the conclusion of construction, the Consultant shall incorporate all changes (addenda or construction) to create a set of record drawings and specifications. Standard industry layer conventions, such as those published by the AIA or the National CAD Standards shall be acceptable. Specifications shall be in MS Word and as one continuous Word file arranged in the same order as in the specification book.

Record documents to be submitted:

- one hardcopy plans (not bound) and specifications (bound)
- one set of plans (reverse vellum)
- one set of electronic plans in AutoCAD

- one electronic set of plans in pdf of each sheet with the sheet numbers as the file names

AutoCAD requirements are:

- Objects shall be "By Layer", color, line type (scale 1.0), line width
- Layers names less than 27 characters, clear and understandable
- Layers shall be kept to a minimum
- File names and/or paper space tabs will start with the sheet number
- In a version compatible with Owner software

4.9.10 Applications for Payment: Assist the Owner with review and approval of applications for payment. Assistance will include coordination with contractor(s) to carry forward the break-out of cost categories developed under Section 4.4.7 (Project Cost Estimating services).

4.9.12 Certificates of Completion: Prepare Certificates of Completion and submit to the Owner.

4.10 On-Site, Construction Phase, Resident A/E Services: Consultant will provide on-site construction support to the Owner, inclusive of the following representatives:

- Resident Architect will be on-site full time during construction of Packages #10 and #39.
- Resident Structural Engineer will be on-site throughout the duration of construction of all structures/buildings included in Package #10 (parking garage, rental car center, exit plaza, parking operations building, canopies).
- Resident Landscape Architect will be on-site throughout the duration of construction of all landscaping included in Package #57 and #10.
- Resident Civil Engineer(s) will be on-site thoughts the duration f construction of all site/civil elements (utilities, roadways, surface lots, irrigation systems, hardscape, grading, drainage, etc.) included in Packages #10, #39 and #57.

The assumed durations of each package, from start of construction to the completion of close-out are 8 weeks for Package #57 and 95 weeks for Package #10. Package #39 is assumed included in the duration for Package #10, completed at the same time even if constructed by a different contractor. The construction timeframes of each package

(including close-out) is anticipated as follows with more detailed scheduled in EXHIBIT C.

- Package #10
  - Start early November, 2012
  - Finish mid-August, 2014
- Package #57
  - Start late September, 2012
  - Finish mid-November, 2012
- Package #39
  - Start early April, 2014
  - Finish late August, 2014

Consultant's On-Site Resident Architect/Engineer services include, but are not limited to:

4.10.1 Observe construction for contract compliance and maintain daily logs of all construction activities including weather conditions, delays, disputes, nature and location of work performed instructions issues to contractor and response, testing and results, rejected work and corrective action taken.

4.10.2 Observe the systems and equipment and materials testing; provide Certificated of Completion for City of Wichita Private Projects on-site.

4.10.3 Maintain records on-site in an orderly manner. Records include correspondence, daily diaries, Contract Documents, change orders, schedule of values, application for payment, construction payments, shop drawings, product data, and similar submittals, supplemental drawings, contact information for all parties, a field set of plans showing changes (red-line drawings),

4.10.4 Review the schedule of values for complete allocation of construction costs and monitor changes.

4.10.5 Document force account activities

4.10.6 Review claims and disputes between Owner and contractor

4.10.7 Review initial construction phasing plans for vehicles and pedestrians plus proposed changes and monitor compliance

4.10.8 Review and monitor construction schedules and alert the Owner to conditions that may affect the contractor's ability to complete the work in accordance with the approved schedule.

4.10.9 Facilitate weekly and special construction meetings

4.10.10 Photo and/or video documentation of pre-construction, construction and post construction to document key work, exposed utilities, damage, unusual conditions, etc.

4.10.11 Record new and expose utilities by location and elevation to extent the Owner is provided an accurate record of all utilities installed and exposed.

4.10.12 Field check delivered material to the Contract Documents.

4.10.13 Spot check construction layout and construction staking on a random basis for compliance as well as areas of concern.

4.10.14 Coordinate with other projects' contractors for build out of systems, infrastructure and FF & F.

4.10.15 Coordinate with the new Terminal Program Manager, as applicable, regarding interface issues.

4.10.16 Participate in all inspections and monitor resolution of all punch list items.

4.11 **Post Construction:** Consultant shall prepare or facilitate the preparation of the close-out documents as well as other related activities, generally consisting of the following:

4.11.1 Prints of record drawings and specifications, reports, tests, etc.

4.11.2 Electronic records of record drawings, specifications, reports, tests, etc.

4.11.3 Operations and Maintenance Manuals (O&M Manuals) and warranties; each copy in a binder with tab labeled divider sheets.

4.11.4 Shop drawings reports and tests; each copy in a binder with tab labeled divider sheets.

4.11.5 The Consultant will also be required to assist the Owner with services necessary to obtain a Certificate of Occupancy and authorization of the final payments.

4.11.6 Within 45 calendar days of the substantial completion of each construction project provide to the Owner a utility plan of all existing, and newly constructed utilities within each project's project limits as well as the archive of the construction photos labeled and indexed. Each utility shall be completely labeled, as required by the Owner. These submittals shall be separate from the record drawings. These submittals shall be in an electronic format compatible with the Owner's CAD system and capable of being imported into the Owner's master utility maps with little effort by the Owner.

4.11.7 Within 90 calendar days of substantial completion of Package #10 provide to the Owner a utility/site plan of all existing and newly constructed utilities within the Loop Road and along the Loop Road corridor. Each utility shall be completely labeled, as required by the Owner. This submittal shall be in an electronic format compatible with the Owner's CAD system and capable of being imported into the Owner's master utility maps with little effort by the Owner.

4.11.8 Within 90 calendar days of the completion of Package #10 provide to the Owner a report on life expectancies of the equipment and systems and a subsequent replacement schedule. The report shall also contain expected costs to replace the identified equipment and systems. During the construction phase consult with the Owner to develop the list of equipment and systems to show in the report.

4.11.9 No later than 90 calendar days prior to substantial completion of Package #10, provide to the Owner a draft operations and maintenance manual for all new facilities for review. No later than 30 days prior to substantial completion provide to the Owner the final document. Provide both hard copy and electronic files, as requested. Consultant will provide one (1) in-person presentation to the Owner to provide a guidance overview of what has been included in the maintenance manual for each facility.

4.11.10 Project warranty duration will be two years from Final Acceptance. Upon separate authorizations from the Owner the Consultant will provide up to and including two (2) project walk-through warranty reviews, follow up written reports and Owner/Contractor resolution assistance.

Exhibit B
Revised 8-23-10

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

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

A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.

B. Requirements of the State of Kansas:

1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;

2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";

3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

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

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

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

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

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

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

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

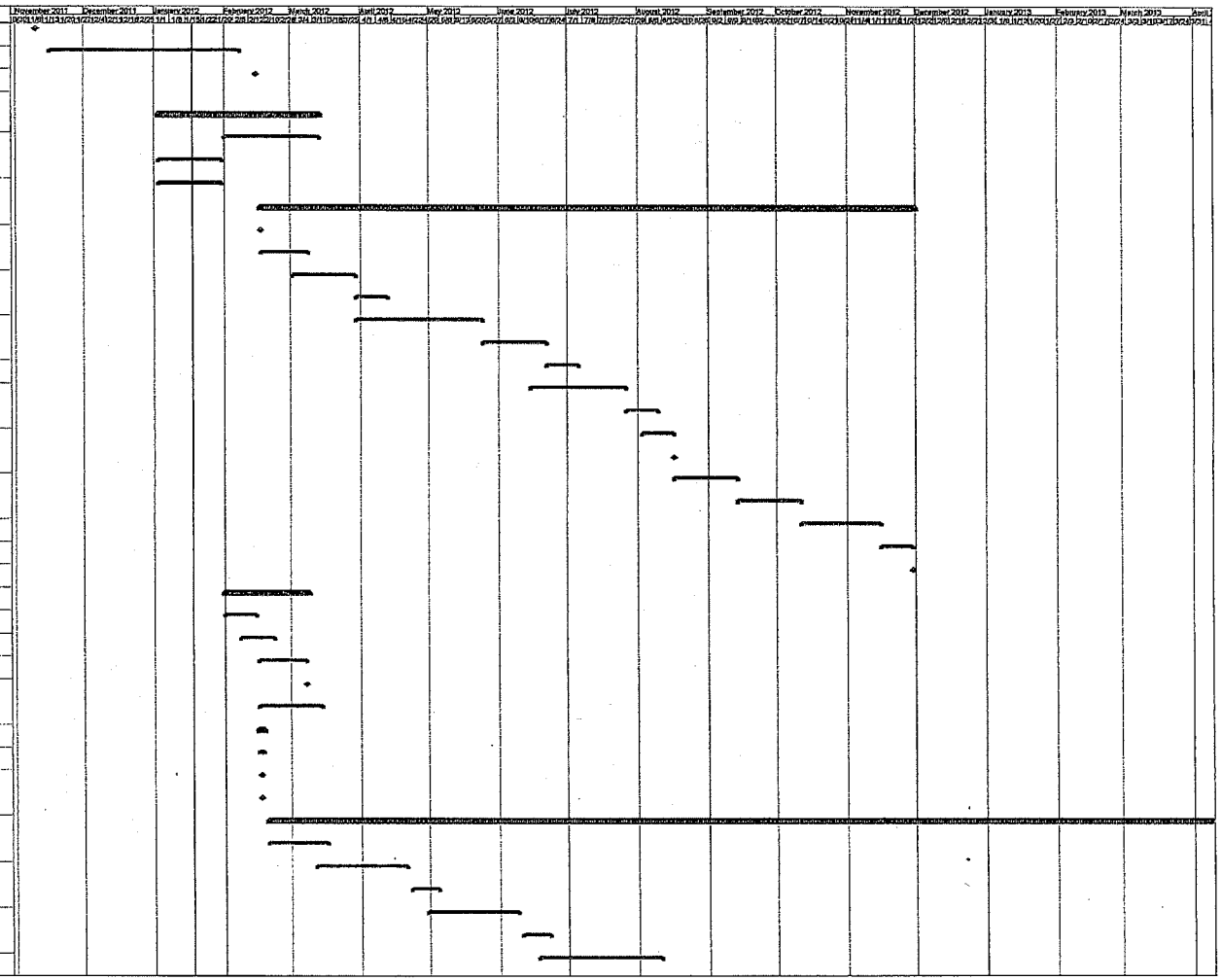
D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

WICHITA MID-CONTINENT AIRPORT
PARKING GARAGE, CONSOLIDATED RENTAL CAR FACILITY, EXIT TOLL PLAZA OPERATOR'S OFFICE, IRRIGATION/LANDSCAPING, AND SURFACE PARKING LOTS

ID	Task Name	Duration	Start	Finish	Predecessors
1	A/E Selection & Notice to Proceed	1 day	Thu 11/10/11	Thu 11/10/11	
2	A/E Contracting	60 days	Wed 11/16/11	Tue 2/7/12	
3	Project Kick-Off Meeting	1 day	Wed 2/15/12	Wed 2/15/12	
4					
5	**Commission Surveys/Studies**	51 days	Tue 1/3/12	Tue 3/13/12	
6	Geotech Study	30 days	Wed 2/1/12	Tue 3/13/12	
7	Civil Survey	20 days	Tue 1/3/12	Mon 1/30/12	
8	Utility Location Survey	20 days	Tue 1/3/12	Mon 1/30/12	
9	**Irrigation Well, System Mains, Landscaping**	206 days	Fri 2/17/12	Fri 11/30/12	3FS+1 day
10	Kick-Off Meeting	1 day	Fri 2/17/12	Fri 2/17/12	
11	Programming and Project Definition	15 days	Fri 2/17/12	Thu 3/8/12	10FS-1 day
12	Schematic Design	20 days	Fri 3/2/12	Thu 3/29/12	11SS+10 days
13	Owner Review and Comment	10 days	Fri 3/30/12	Thu 4/12/12	12
14	Permitting	40 days	Fri 3/30/12	Thu 5/24/12	12
15	Design Development	20 days	Fri 5/25/12	Thu 6/21/12	14
16	Owner Review and Comment	10 days	Fri 6/22/12	Thu 7/5/12	15
17	Construction Documents 95%	30 days	Fri 6/15/12	Thu 7/26/12	15FS-5 days
18	Owner Review	10 days	Fri 7/27/12	Thu 8/9/12	17
19	Bidding Documents 100%	10 days	Fri 8/3/12	Thu 8/16/12	18FS-5 days
20	Documents Issued for Bid	0 days	Thu 8/16/12	Thu 8/16/12	19
21	Bidding	20 days	Fri 8/17/12	Thu 9/13/12	20
22	Owner/GC Contracting	20 days	Fri 9/14/12	Thu 10/11/12	21
23	Construction	25 days	Fri 10/12/12	Thu 11/15/12	22
24	Commissioning and Start-up	10 days	Fri 11/16/12	Thu 11/29/12	23
25	Project completion report	1 day	Fri 11/30/12	Fri 11/30/12	24
26	**Parking Master Plan Validation**	27 days	Wed 2/1/12	Thu 3/8/12	
27	Review Master Plan & Financial Model	10 days	Wed 2/1/12	Tue 2/14/12	
28	Collect and Update Data	11 days	Wed 2/8/12	Wed 2/22/12	27FS-5 days
29	Develop Findings and Recommendations	15 days	Thu 2/16/12	Wed 3/7/12	28FS-5 days
30	Presentation of Report	1 day	Thu 3/8/12	Thu 3/8/12	29
31	**Review of Existing Documents**	20 days	Thu 2/16/12	Wed 3/14/12	3
32	**Programming Sessions**	2 days	Thu 2/16/12	Fri 2/17/12	
33	Package #10	2 days	Thu 2/16/12	Fri 2/17/12	3
34	Package #39	1 day	Fri 2/17/12	Fri 2/17/12	3FS+1 day
35	Package #57	1 day	Fri 2/17/12	Fri 2/17/12	3FS+1 day
36	**Multi-Level Parking Garage**	575 days	Mon 2/20/12	Fri 5/2/14	
37	Conceptual Design	20 days	Mon 2/20/12	Fri 3/16/12	33
38	Schematic Design	30 days	Mon 3/12/12	Fri 4/20/12	37FS-5 days
39	Owner Review and Comment	10 days	Mon 4/23/12	Fri 5/4/12	38
40	Design Development	30 days	Mon 4/30/12	Fri 6/8/12	39FS-5 days
41	Owner Review and Comment	10 days	Mon 6/11/12	Fri 6/22/12	40
42	Construction Documents 95%	40 days	Mon 6/18/12	Fri 8/10/12	41FS-5 days



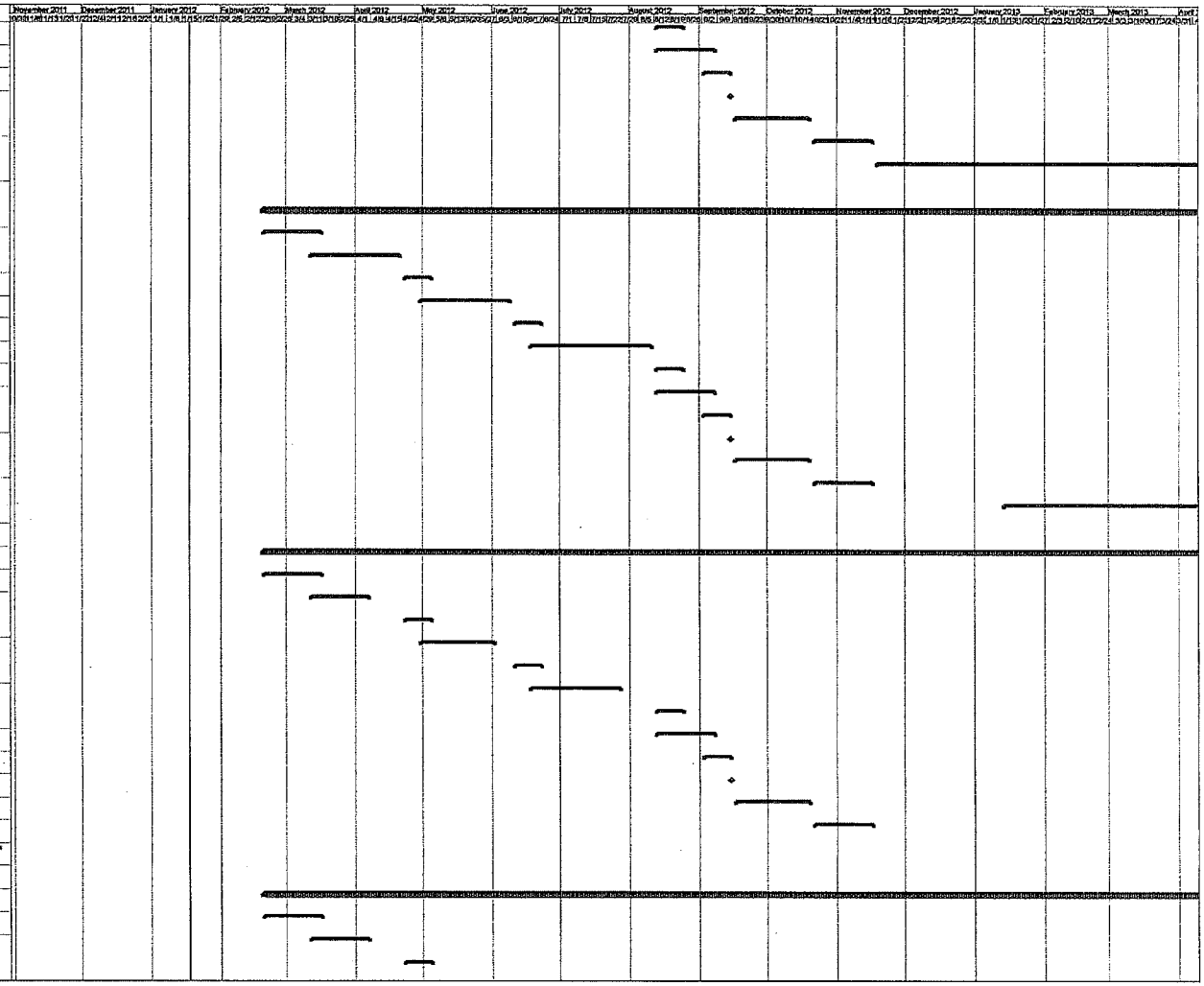
Project: Wichita Airport
Date: Wed 1/18/12

Task | Milestone | Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only

EXHIBIT C

WICHITA MID-CONTINENT AIRPORT
PARKING GARAGE, CONSOLIDATED RENTAL CAR FACILITY, EXIT TOLL PLAZA OPERATOR'S OFFICE, IRRIGATION/LANDSCAPING, AND SURFACE PARKING LOTS

ID	Task Name	Duration	Start	Finish	Predecessors
43	Owner Review	10 days	Mon 8/13/12	Fri 8/24/12	42
44	Plan Check	20 days	Mon 8/13/12	Fri 9/7/12	42
45	Bidding Documents 100%	10 days	Mon 9/3/12	Fri 9/14/12	44FS-5 days
46	Documents Issued for Bid	0 days	Fri 9/14/12	Fri 9/14/12	45
47	Bidding	25 days	Mon 9/17/12	Fri 10/19/12	46
48	Owner/GC Contracting	20 days	Mon 10/22/12	Fri 11/16/12	47
49	Construction	345 days	Mon 11/19/12	Fri 3/14/14	48
50	Project close out	35 days	Mon 3/17/14	Fri 5/2/14	49
51	**Rental Car Customer Service Center**	595 days	Mon 2/20/12	Fri 5/30/14	
52	Conceptual Design	20 days	Mon 2/20/12	Fri 3/16/12	33
53	Schematic Design	30 days	Mon 3/12/12	Fri 4/20/12	52FS-5 days
54	Owner Review and Comment	10 days	Mon 4/23/12	Fri 5/4/12	53
55	Design Development	30 days	Mon 4/30/12	Fri 6/8/12	54FS-5 days
56	Owner Review and Comment	10 days	Mon 6/11/12	Fri 6/22/12	55
57	Construction Documents 95%	40 days	Mon 6/18/12	Fri 8/10/12	56FS-5 days
58	Owner Review	10 days	Mon 8/13/12	Fri 8/24/12	57
59	Plan Check	20 days	Mon 8/13/12	Fri 9/7/12	57
60	Bidding Documents 100%	10 days	Mon 9/3/12	Fri 9/14/12	59FS-5 days
61	Documents Issued for Bid	0 days	Fri 9/14/12	Fri 9/14/12	60
62	Bidding	25 days	Mon 9/17/12	Fri 10/19/12	61
63	Owner/GC Contracting	20 days	Mon 10/22/12	Fri 11/16/12	62
64	Construction	325 days	Mon 1/14/13	Fri 4/11/14	63FS+40 days
65	Project close out	35 days	Mon 4/14/14	Fri 5/30/14	64
66	**Replace Exit Toll Plaza**	575 days	Mon 2/20/12	Fri 5/2/14	
67	Conceptual Design	20 days	Mon 2/20/12	Fri 3/16/12	33
68	Schematic Design	20 days	Mon 3/12/12	Fri 4/6/12	67FS-5 days
69	Owner Review and Comment	10 days	Mon 4/23/12	Fri 5/4/12	38
70	Design Development	25 days	Mon 4/30/12	Fri 6/1/12	69FS-5 days
71	Owner Review and Comment	10 days	Mon 6/11/12	Fri 6/22/12	40
72	Construction Documents 95%	30 days	Mon 6/18/12	Fri 7/27/12	71FS-6 days
73	Owner Review	10 days	Mon 8/13/12	Fri 8/24/12	42
74	Plan Check	20 days	Mon 8/13/12	Fri 9/7/12	42
75	Bidding Documents 100%	10 days	Mon 9/3/12	Fri 9/14/12	74FS-5 days
76	Documents Issued for Bid	0 days	Fri 9/14/12	Fri 9/14/12	75
77	Bidding	25 days	Mon 9/17/12	Fri 10/19/12	76
78	Owner/GC Contracting	20 days	Mon 10/22/12	Fri 11/16/12	77
79	Construction	120 days	Mon 9/30/13	Fri 3/14/14	78FS+225 days
80	Project close out	35 days	Mon 3/17/14	Fri 5/2/14	79
81	**Parking Operator's Facility**	575 days	Mon 2/20/12	Fri 5/2/14	
82	Conceptual Design	20 days	Mon 2/20/12	Fri 3/16/12	33
83	Schematic Design	20 days	Mon 3/12/12	Fri 4/6/12	82FS-5 days
84	Owner Review and Comment	10 days	Mon 4/23/12	Fri 5/4/12	38

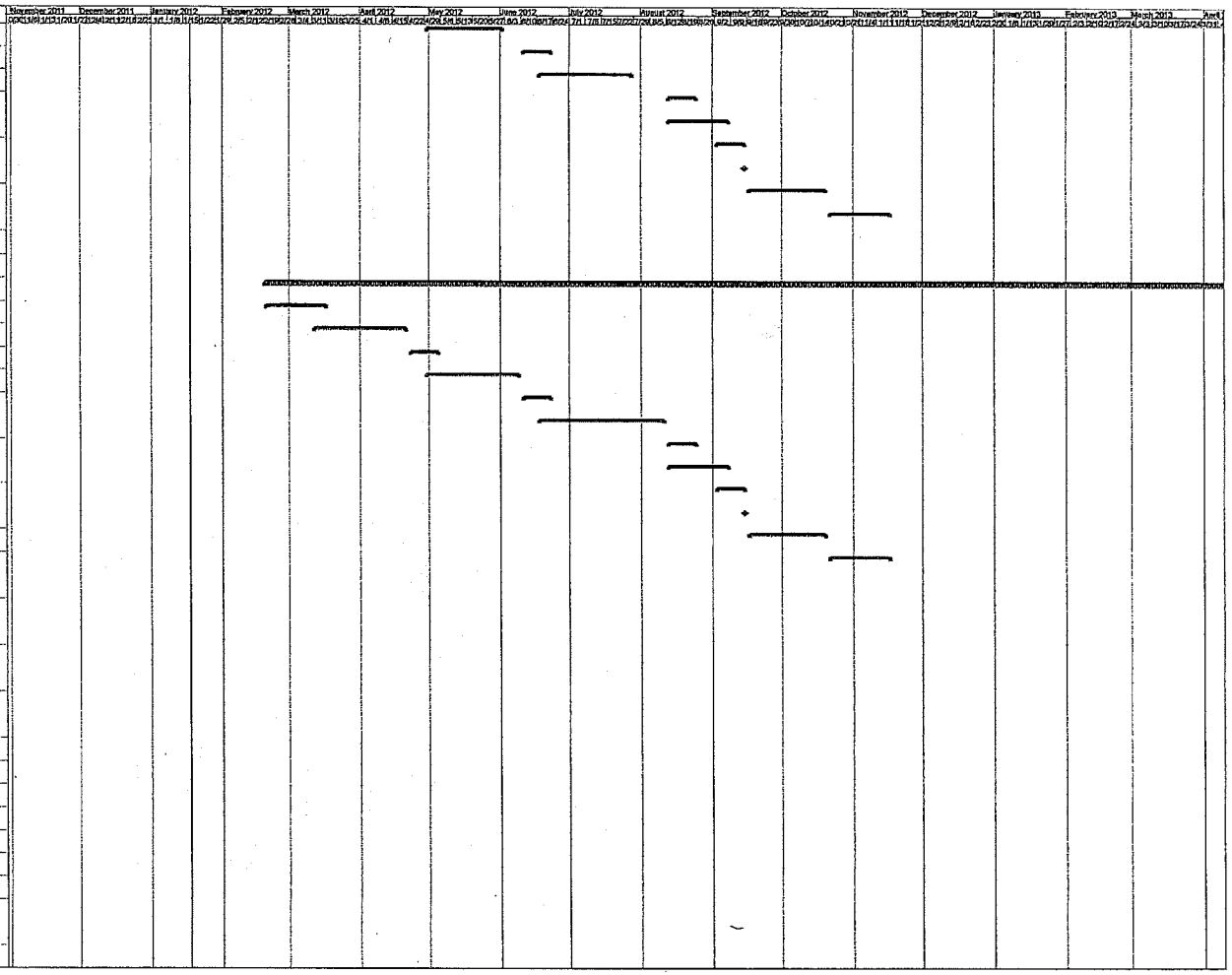


Project: Wichita Airport
Date: Wed 1/18/12

Task | Milestone | Summary | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only

WICHITA MID-CONTINENT AIRPORT
PARKING GARAGE, CONSOLIDATED RENTAL CAR FACILITY, EXIT TOLL PLAZA OPERATOR'S OFFICE, IRRIGATION/LANDSCAPING, AND SURFACE PARKING LOTS

ID	Task Name	Duration	Start	Finish	Predecessors
85	Design Development	25 days	Mon 4/30/12	Fri 6/1/12	84FS-5 days
86	Owner Review and Comment	10 days	Mon 6/11/12	Fri 6/22/12	40
87	Construction Documents 95%	30 days	Mon 6/18/12	Fri 7/27/12	86FS-5 days
88	Owner Review	10 days	Mon 8/13/12	Fri 8/24/12	42
89	Plan Check	20 days	Mon 8/13/12	Fri 9/7/12	42
90	Bidding Documents 100%	10 days	Mon 9/3/12	Fri 9/14/12	89FS-5 days
91	Documents Issued for Bid	0 days	Fri 9/14/12	Fri 9/14/12	90
92	Bidding	25 days	Mon 9/17/12	Fri 10/19/12	91
93	Owner/GC Contracting	20 days	Mon 10/22/12	Fri 11/16/12	92
94	Construction	120 days	Mon 9/30/13	Fri 3/14/14	93FS+225 days
95	Project close out	35 days	Mon 3/17/14	Fri 5/2/14	94
96	Terminal Area Surface Park Lot Improvements	670 days	Mon 2/20/12	Fri 9/12/14	
97	Conceptual Design	20 days	Mon 2/20/12	Fri 3/16/12	33
98	Schematic Design	30 days	Mon 3/12/12	Fri 4/20/12	97FS-5 days
99	Owner Review and Comment	10 days	Mon 4/23/12	Fri 5/4/12	98
100	Design Development	30 days	Mon 4/30/12	Fri 6/8/12	99FS-5 days
101	Owner Review and Comment	10 days	Mon 6/11/12	Fri 6/22/12	100
102	Construction Documents 95%	40 days	Mon 6/18/12	Fri 8/10/12	101FS-5 days
103	Owner Review	10 days	Mon 8/13/12	Fri 8/24/12	102
104	Plan Check	20 days	Mon 8/13/12	Fri 9/7/12	102
105	Bidding Documents 100%	10 days	Mon 9/3/12	Fri 9/14/12	104FS-5 days
106	Documents Issued for Bid	0 days	Fri 9/14/12	Fri 9/14/12	105
107	Bidding	25 days	Mon 9/17/12	Fri 10/19/12	106
108	Owner/GC Contracting	20 days	Mon 10/22/12	Fri 11/16/12	107
109	Construction	160 days	Mon 12/16/13	Fri 7/25/14	64FS-55 days
110	Project close out	35 days	Mon 7/28/14	Fri 9/12/14	109
111	South Rental Car Lot Improvements	265 days	Thu 5/23/13	Wed 5/28/14	
112	Conceptual Design	20 days	Thu 5/23/13	Wed 6/19/13	
113	Schematic Design	20 days	Thu 6/13/13	Wed 7/10/13	112FS-5 days
114	Owner Review and Comment	10 days	Thu 7/11/13	Wed 7/24/13	113
115	Design Development	25 days	Thu 7/18/13	Wed 8/21/13	114FS-5 days
116	Owner Review and Comment	10 days	Thu 8/22/13	Wed 9/4/13	115
117	Construction Documents 95%	30 days	Thu 8/29/13	Wed 10/9/13	116FS-5 days
118	Owner Review	10 days	Thu 10/10/13	Wed 10/23/13	117
119	Plan Check	20 days	Thu 10/10/13	Wed 11/6/13	117
120	Bidding Documents 100%	10 days	Thu 10/31/13	Wed 11/13/13	119FS-5 days
121	Documents Issued for Bid	0 days	Wed 11/13/13	Wed 11/13/13	120
122	Bidding	20 days	Thu 11/14/13	Wed 12/11/13	121
123	Owner/GC Contracting	20 days	Thu 12/12/13	Wed 1/8/14	122
124	Construction	80 days	Thu 1/9/14	Wed 4/30/14	123
125	Project close out	20 days	Thu 5/1/14	Wed 5/28/14	124



Project: Wichita Airport
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Design, Bid, Construction Administration Services
1/18/12

Project Component	Team Labor Fee	Team Expenses	Team Total
Package #10 (Design, Bid, CA)	$1,649,755	$56,225	$1,705,980
Package #39	$36,318	$500	$36,818
Package #57	$75,433	$500	$75,933
Parking Master Plan Review	$27,918	$1,760	$29,678
Blast/Risk Analysis	$29,492	$3,000	$32,492
LEED Feasibility Study	$18,475	$500	$18,975
Renewable Energy Analysis	$22,382	$1,200	$23,582
Geotechnical Report	$37,000	$500	$37,500
LUMP SUM TOTALS	**$1,896,773**	**$64,185**	**$1,960,958**

EXHIBIT D-2

On-Site, Construction Phase, Resident A/E Services

January 18, 2012

FEE SUMMARY

	HOURS	DIRECT RATE	DIRECT COST	INDIRECT COST	PROFIT	TOTAL COST
SCHAEFER JOHNSON COX FREY						
Package #57 - Resident Landscape Architect	120	$ 36.36	$ 4,363	$ 6,545	$ 1,091	$ 12,000
Package #10 & #39 - Resident Architect	3420	$ 43.29	$ 148,052	$ 222,078	$ 37,013	$ 407,142
RUGGLES & BOHM						
Package #57 - Resident Civil Engineer			$ 6,487	$ 13,363	$ 1,985	$ 21,835
Project Inspector	140	$ 22.28				
Civil Engineer	56	$ 32.68				
Survey Crew	45	$ 34.17				
Package #10 - Resident Civil Engineer			$ 178,467	$ 367,669	$ 54,614	$ 600,750
Project Inspector	6210	$ 22.28				
Civil Engineer	1060	$ 32.68				
Survey Crew	160	$ 34.17				
Package #39 - Resident Civil Engineer			$ 22,904	$ 47,187	$ 7,009	$ 77,100
Project Inspector	792	$ 22.28				
Civil Engineer	140	$ 32.68				
Survey Crew	20	$ 34.17				
CARL WALKER, INC.						
Package #10 & #39 - Resident Structural Engineer	3314	$ 37.03	$ 122,717	$ 236,279	$ 35,900	$ 394,896
	Not to Exceed		$ 482,991	$ 893,121	$ 137,611	$ 1,513,723

EXHIBIT D-3

11 MONTH WARRANTY REVIEW - YEAR 2015

	Carl Walker, Inc. - Prime, Structural Engineer, Parking Consultant					Schaefer Johnson Cox Frey Garage Architect, Landscape Architect				CooverClark & Associates Rental Car Center Architect			Ruggles & Bohm, P.A Civil Engineer			Insight Group, Inc. Electrical Engineer			Midwest Engineering, Inc. Mechanical & Plumbing			Totals by Phase
	Project Manager	Parking Functional Specialist	Lead Structural Engineer	Clerical	Consultant Total	Staff Architect	Staff Architect	Clerical	Consultant Total	Project Designer	Administrative	Consultant Total	Project Manager	Staff Engineer	Consultant Total	Lead Electrical Designer	Clerical	Consultant Total	Senior Engineer	Clerical	Consultant Total	
Labor Rates (2015)	$182	$173	$157	$67		$135	$124	$67		$129	$61		$186	$124		$90	$56		$135	$67		
4.11 Post Construction																						
4.11.9 11 month Warranty Review																						
4.11.9.1 Site Visit & Walk-Through	8	8	8			10	10									8			8			
4.11.9.2 Written Report	12	4	4	4		10	6	4								8	4		8	4		
4.11.9.3 Owner/Contractor resolution assistance	12					8							8			4			4			
Staff Hours	32	12	12	4	60	28	16	4	48	0	0	0	8	0	8	20	4	24	20	4	24	164
Labor Fee	$5,824	$2,076	$1,884	$268	$10,052	$3,780	$1,984	$268	$6,032	$0	$0	$0	$1,488	$0	$1,488	$1,800	$224	$2,024	$2,700	$268	$2,968	22564
Expenses					$1,200				$200			$0			$200			$200			$200	2000
Phase Total					$11,252				$6,232			$0			$1,688			$2,224			$3,168	24564

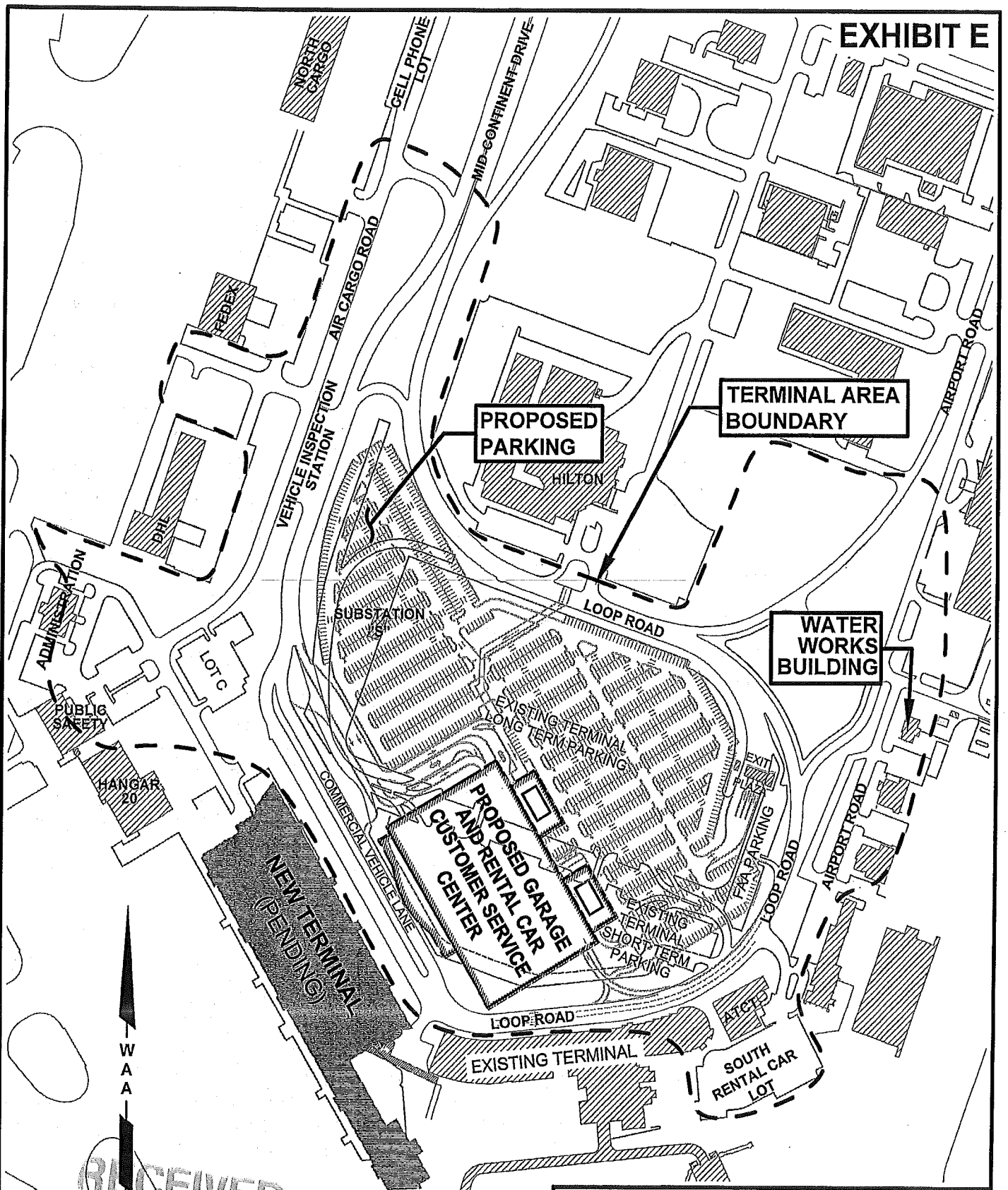
11 Month Warranty Review - Year 2015	Total Team Hours 164
	Total Team Fees $22,564
	Total Team Expenses $2,000
	11 Month Warranty Review Grand Total (Not to Exceed) $24,564

23 MONTH WARRANTY REVIEW - YEAR 2016

11 Month Warranty Review - Year 2015	Carl Walker, Inc. - Prime, Structural Engineer, Parking Consultant					Schaefer Johnson Cox Frey Garage Architect, Landscape Architect				CooverClark & Associates Rental Car Center Architect			Ruggles & Bohm, P.A Civil Engineer			Insight Group, Inc. Electrical Engineer			Midwest Engineering, Inc. Mechanical & Plumbing			Totals by Phase
	Project Manager	Parking Functional Specialist	Lead Structural Engineer	Clerical	Consultant Total	Staff Architect	Staff Architect	Clerical	Consultant Total	Project Designer	Administrative	Consultant Total	Project Manager	Staff Engineer	Consultant Total	Lead Electrical Designer	Clerical	Consultant Total	Senior Engineer	Clerical	Consultant Total	
Labor Rates (2016)	$189	$180	$163	$70		$140	$129	$70		$134	$63		$193	$129		$94	$58		$140	$70		
4.11 Post Construction																						
4.11.9 23 month Warranty Review																						
4.11.9.1 Site Visit & Walk-Through	8	8	8			10	10									8			8			
4.11.9.2 Written Report	12	4	4	4		10	6	4								8	4		8	4		
4.11.9.3 Owner/Contractor resolution assistance	12					8							8			4			4			
Staff Hours	32	12	12	4	60	28	16	4	48	0	0	0	8	0	8	20	4	24	20	4	24	164
Labor Fee	$6,048	$2,160	$1,956	$280	$10,444	$3,920	$2,064	$280	$6,264	$0	$0	$0	$1,544	$0	$1,544	$1,880	$232	$2,112	$2,800	$280	$3,080	23444
Expenses					$1,300				$225			$0			$225			$225			$225	2200
Phase Total					$11,744				$6,489			$0			$1,769			$2,337			$3,305	25644

23 Month Warranty Review - Year 2016	Total Team Hours 164
	Total Team Fees $23,444
	Total Team Expenses $2,200
	23 Month Warranty Review Grand Total (Not to Exceed) $25,644

EXHIBIT E



TERMINAL AREA SITE PLAN

WICHITA MID-CONTINENT AIRPORT

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
1/19/12	H.G.O.	1" = 300'	1 of 1

RECEIVED
JAN 24 2012
AIRPORT ENGINEERING
RECEIVED
JAN 26 2012
AIRPORT ENGINEERING

D:\Drawings\217-Street Pavement\PARKING\Term Parking Lots\Garage\Proposed Garage.dwg, Site No Hatch, 1/19/2012 10:20:13 AM

Statements of Cost:

SEWER

a. Constructing Lateral 22, Main 19 Southwest Interceptor Sewer to serve Avalon Park 3rd Addition (north of 37th Street North, east of Tyler). Total Cost - $67,138.35 (plus idle fund interest – $33.42, plus temporary note interest - $228.23). Sewer main benefit fee - $12,000.00. Financing to be issued at this time - $79,400.00. (744317/468-84010/480-009).

b. Constructing Lateral 511, Southwest Interceptor Sewer to serve Koker Addition (north of Central, west of 119th Street West). Total Cost - $55,090.11 (plus idle fund interest – $15.19, plus temporary note interest - $187.70). Sewer main benefit fee - $2,577.00. Financing to be issued at this time - $57,870.00. (744315/468-84145/480-007).

c. Constructing Lateral 13, Main 4 Northwest Interceptor Sewer to serve Silverton Addition (north of 13th Street North, west of 135th Street West). Total Cost - $77,335.63 (plus idle fund interest - $56.66, plus temporary note interest - $257.71). Sewer main benefit fee - $15,800.00. Financing to be issued at this time - $93,450.00. (744314/468-84246/480-006).

d. Constructing Lateral 24, Main 13 Southwest Interceptor Sewer to serve Steve Kelley 6th Addition (south of Kellogg, west of Maize). Total Cost - $38,089.79 (plus idle fund interest - $32.33, plus temporary note interest - $197.88). Sewer main benefit fee - $3,710.00. Financing to be issued at this time – $42,030.00. (744312/468-84671/480-004).

e. Constructing Lateral 5, Main 2 Northwest Interceptor Sewer to serve Pearson Commercial Addition (east of Maize, north of 29th Street North). Total Cost - $74,558.67 (plus idle fund interest - $12.62, plus temporary note interest - $257.71). Sewer main benefit fee - $26,921.00. Financing to be issued at this time - $101,750.00. (744316/468-84688/480-008).

f. Constructing Lateral 6, Main 18 Four Mile Creek Sewer to serve Casa Bella, Casa Bella 2nd and Casa Bella 3rd Additions (north of Pawnee, west of 127th Street East). Total Cost - $69,474.90 (plus idle fund interest – $39.48, plus temporary note interest - $235.62). Sewer main benefit fee - $0. Financing to be issued at this time - $69,750.00. (744318/468-84718/480-010).

STORM WATER SEWER AND STORM WATER DRAIN

g. Constructing Storm Water Sewer #552 to serve a replat of Part of Spencer Gardens Addition (south of Pawnee, west of Oliver). Total Cost - $56,451.18 (plus idle fund interest - $31.42, plus temporary note interest - $617.40). Financing to be issued at this time - $57,100.00. (751495/468-83274/485-386).

h. Constructing Storm Water Sewer #656 to serve North Elementary School Addition (north of 29th Street North, east of Seneca). Total Cost - $176,567.29 (plus idle fund interest - $306.50, plus temporary note interest - $76.21). Financing to be issued at this time - $176,950.00. (751492/468-84678/485-383).

i. Constructing Storm Water Sewer #659 to serve Greenwich Office Park 2nd Addition (north of 13th Street North, west of Greenwich). Total Cost - $87,355.17 (plus idle fund $101.31, plus temporary note interest $143.52). Financing to be issued at this time - $87,600.00. (751494/468-84725/485-385).

WATER

j. Constructing Water Distribution System to serve Avalon Park 3rd Addition (north of 37th Street North, east of Tyler). Total Cost - $70,775.21 (plus idle fund interest - $78.12, plus temporary note interest - $246.67). Water main benefit fee - $0. Financing to be issued at this time - $71,100.00. (735453/448-90076/470-126).

k. Constructing Water Distribution System to serve The Woods Addition (east of 151st Street East, north of Maple). Total Cost - $29,511.19 (plus idle fund interest - $78.40, plus temporary note interest - $110.41). Water main benefit fee - $0. Financing to be issued at this time - $29,700.00. (735457/448-90164/470-130).

l. Constructing Water Distribution System to serve Koker Addition (north of Central, west of 119th Street West). Total Cost - $35,956.78 (plus idle fund interest - $25.41, plus temporary note interest - $117.81). Water main benefit fee - $0. Financing to be issued at this time - $36,100.00. (735451/448-90167/470-124).

m. Constructing Water Distribution System to serve Stonebridge 2nd and 3rd Additions (north of 13th Street North, east of 143rd Street East). Total Cost - $74,548.66 (plus idle fund interest - $40.12, plus temporary note interest - $2,978.22). Water main benefit fee - $18,833.00. Financing to be issued at this time - $96,400.00. (735459/448-90294/470-132).

n. Constructing Water Distribution System to serve Steve Kelley 6th Addition (south of Kellogg, west of Maize). Total Cost - $18,429.77 (plus idle fund interest - $37.42, plus temporary note interest - $82.81). Water main benefit fee - $1,930.00. Financing to be issued at this time - $20,480.00. (735445/448-90473/470-118).

o. Constructing Water Distribution System to serve Casa Bella 3rd Addition (north of Pawnee, west of 127th Street East). Total Cost - $28,385.56 (plus idle fund interest - $78.64, plus temporary note interest - $13.80). Water main benefit fee - $6,072.00. Financing to be issued at this time - $34,550.00. (735455/448-90502/470-128).

p. Constructing Water Distribution System to serve Greenwich Office Park 2nd Addition (north of 13th Street North, west of Greenwich). Total Cost - $49,400.79 (plus idle fund interest - $49.33, plus temporary note interest - $47.88). Water main benefit fee - $11,352.00. Financing to be issued at this time - $60,850.00. (735458/448-90509/470-131).

q. Constructing Water Distribution System to serve Newmarket Office 2nd Addition (north of 29th Street North, west of Maize). Total Cost - $42,608.58 (plus idle fund interest - $62.61, plus temporary note interest - $125.09). Water main benefit fee - $24,403.72. Financing to be issued at this time - $67,200.00. (735460/448-90523/470-133).

Agenda Item No. II-6a

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Community Events – Muscle Walk & 5K (Districts I and VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure the event promoter Cassandra Schwartz, Muscular Dystrophy Association, Inc. Fundraising Coordinator, is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

Muscle Walk & 5K Race February 11, 2012, 8:00 am – 11:30 am

- St. Francis Street, Waterman Street to Douglas Avenue.
- Douglas Avenue, St. Francis Street to I-135 Overpass, east bound curbside 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 special events.

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

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement for Mediterranean Plaza 2nd Addition (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Hold Harmless Agreement.

Background: An agreement has been prepared to permit the owner to occupy and construct sign improvements on, over and across the drainage and utility easement of the described area within the agreement on the property of 8810 East 32nd Street North.

Analysis: The agreement allows the City of Wichita to be held harmless from any and all claims resulting from the construction on the above property and for future claims related to public maintenance on the storm water sewer. Exhibit 1 shows the approximate location of the signage improvements.

Financial Considerations: There is no cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to an existing development.

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

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

Attachments: Hold Harmless Agreement.

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Hold Harmless Agreement for Mediterranean Plaza 2nd Addition (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Hold Harmless Agreement.

Background: An agreement has been prepared to permit the owner to occupy and construct sign improvements on, over and across the drainage and utility easement of the described area within the agreement on the property of 8810 East 32nd Street North.

Analysis: The agreement allows the City of Wichita to be held harmless from any and all claims resulting from the construction on the above property and for future claims related to public maintenance on the storm water sewer. Exhibit 1 shows the approximate location of the signage improvements.

Financial Considerations: There is no cost to the City.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements to an existing development.

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

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

Attachments: Hold Harmless Agreement.

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 13601 West 21st Street for the 135th Street from 13th Street to 21st Street Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 19, 2011, the City Council approved funding to acquire right-of-way for a project to improve 135th Street West from 13th Street North to 21st Street North. The improvements will consist of widening the two lane road to three lanes. A center lane will be improved with a two-way, left turn lane and landscaped medians. Landscaping will be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 135th. The intersection at 135th Street and 21st Street will be improved with left turn lanes in each direction. Traffic signalization will be installed at the intersection if warranted at the time of construction. To facilitate the project, it is necessary to acquire the easterly twenty feet of the property identified as 13601 West 21st Street North. This property is located at the southwest corner of 135th and 21st Street. The acquisition area consists of 5,096 square feet. The property is improved with a single-family residential property.

Analysis: The owner rejected the estimated appraised value of $8,920, or $1.75 per square foot. The site is improved with a 1,541 square foot, two bedroom ranch style house. At the time of valuation, it was not known that the septic and lateral field is located south and east of the house. A portion of the lateral field is located within the proposed acquisition area. Through negotiation, the owner agreed to convey the necessary right-of-way for $35,480. This amount is comprised of $25,480 (or $5 per square foot for the land) and $10,000 as damages to the septic system. The increase in land value takes into consideration the potential for commercial development and negates any proximity issues.

Financial Considerations: The funding source is General Obligations Bonds. A budget of $36,980 is requested. This includes $35,480 for the acquisition and $1,500 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

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 contract; 2) Approve the budget; and 3) Authorize all necessary signatures.

Attachments: Aerial map, tract map and real estate purchase agreement.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 17 day of January, 2012 by and between **Sylvester and Mary Joan Seiler Living Trust dated October 12, 2006**, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, 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:

   A parcel of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

   Beginning at a point 60 feet South of the North line of said Northeast Quarter and 30 feet West of the East line of said Northeast Quarter; thence S01°10'28"E parallel with the said East line, 245.40 feet to the Southeast corner of a parcel described in Doc.#/Film-Page: 28825385; thence S88°37'28"W parallel with the North line of said Northeast Quarter also being the South line of said Parcel, 20 feet; thence N01°10'28"W parallel with said East line, 220.40 feet to a point 85 feet south of said North line; thence N32°11'27"W, 29.11 feet to a point 60 feet South of said North line; thence N88°37'28"E parallel with the North line of said Northeast Quarter, 35 feet to the Point of Beginning.

   Said parcel contains 5,096 square feet, more or less, excluding existing right-of-way.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him the above-described real property, including any and all damages, the sum of Thirty-Five Thousand Four Hundred Eighty Dollars ($35,480) 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. It is further agreed by and between the parties hereto that all rentals, insurance (if policies

acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. 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.

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 March 2, 2012.

9. Possession to be given to Buyer at closing

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

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

SELLER:
Sylvester and Mary Joan Seiler Living Trust dated October 12, 2006:

Mary Joan Seiler
Mary Joan Seiler, Trustee

Steven L. Seiler
Steven L. Seiler, Trustee

BUYER:
City of Wichita, KS, a municipal corporation

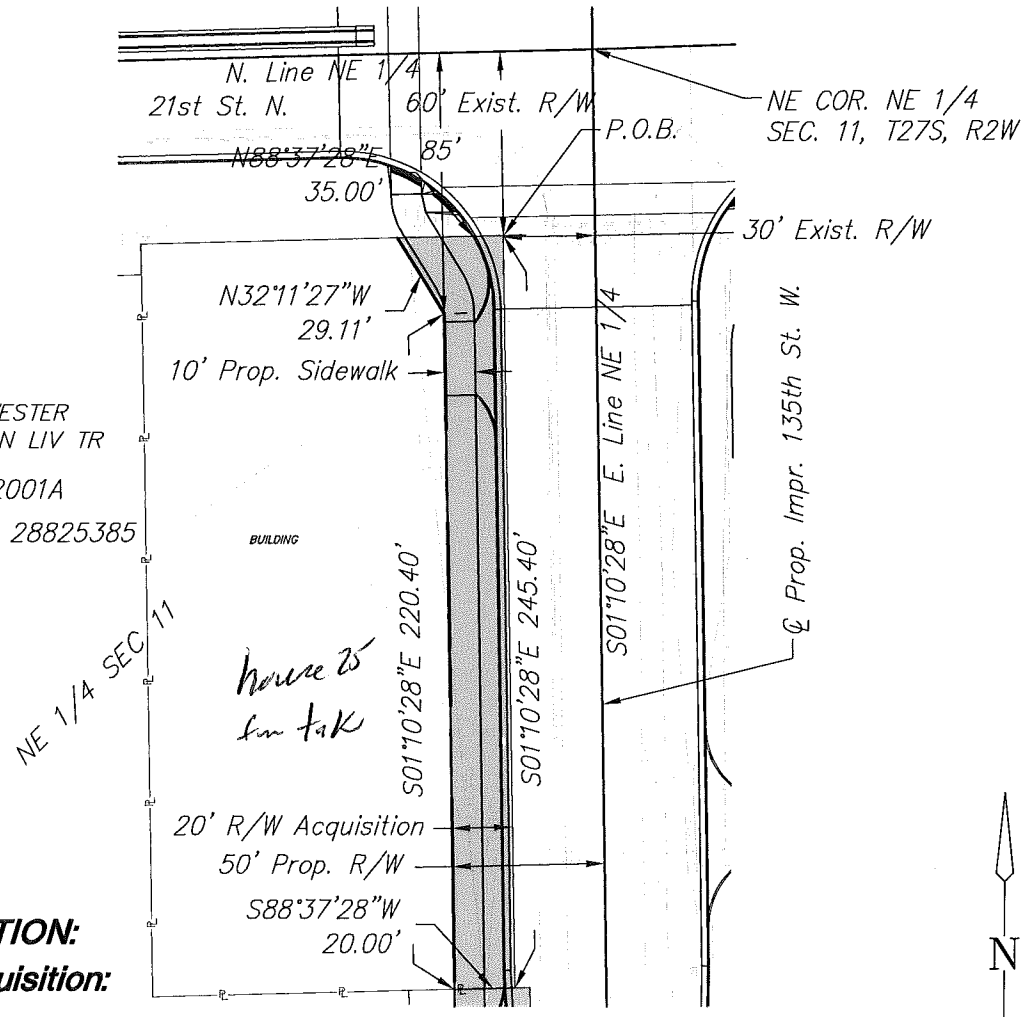
_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____
Gary E. Rebenstorf, Director of Law



LEGAL DESCRIPTION:

Right of Way Acquisition:

A parcel of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at a point 60' South of the North line of said Northeast Quarter and 30 feet West of the East line of said Northeast Quarter; thence S01°10'28"E parallel with the said East line, 245.40 feet to the Southeast corner of a Parcel described in DOC.#/FLM-PG: 28825385; thence S88°37'28"W parallel with the North line of said Northeast Quarter also being the South line of said Parcel, 20.00 feet; thence N01°10'28"W parallel with said East line, 220.40 feet to a point 85 feet south of said North line; thence N32°11'27"W, 29.11 feet to a point 60' South of said North line; thence N88°37'28"E parallel with the North line of said Northeast Quarter, 35 feet to the Point of Beginning.

Said parcel contains 5,096 sq. ft. excluding existing right of way.

SCALE: 1"=60'

0 60 120

LEGEND

P.O.B. – Point of Beginning

Right of Way Acquisition
=5,096 sq. ft.
Excluding existing right of way.

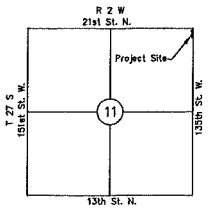
J:\CIVIL\10265\DWG\ROW-PROP\10265 TRACT MAPS ROW.DWG

Owner:

SEILER, SYLVESTER
& MARY JOAN LIV TR
1923 SUNRISE
Wichita, KS. 67235-1601

Property Identification:

AT 00062001A



VICINITY MAP

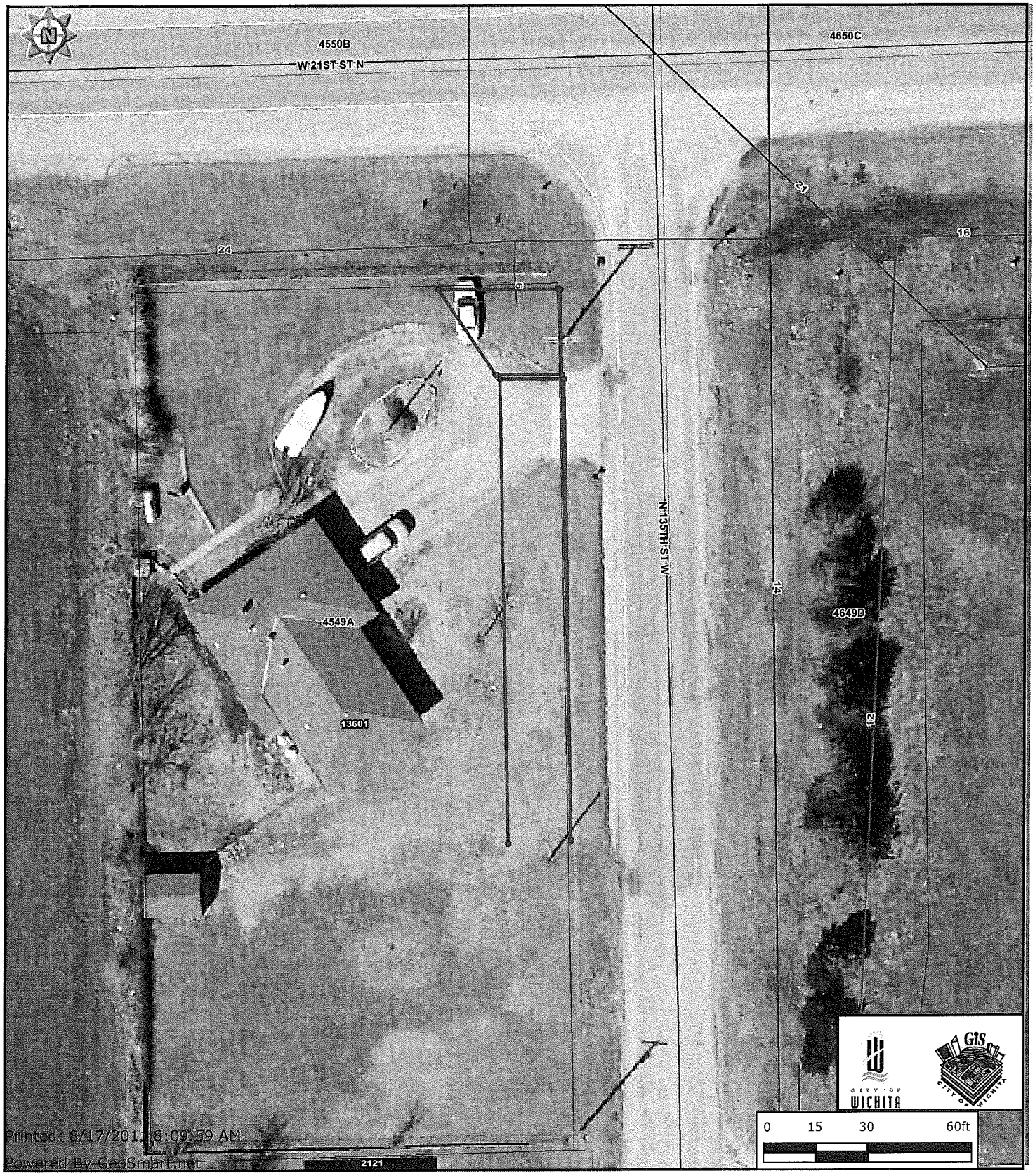
MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

135th ST. WEST 13TH TO 21ST ST. NORTH
PROJECT NAME

RIGHT OF WAY ACQUISITION TRACT MAP 13
SHEET TITLE

JRA	DSN	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:
MAY 2011	10265	1 / 1
DATE	JOB NO.	SHEET/OF

estimated acquisition area



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
February 7, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5944 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5944 North Broadway in Park City. The property has 20,609 square feet, is zoned industrial, and developed with a retail facility. The project requires 73 square feet of the site at the rear of the property. The acquisition does not impact the improvements.

Analysis: The acquisition was appraised at $120 ($1.64 per square foot). This amount was offered to the owner and accepted.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $620 is requested. This includes $120 for the acquisition and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and aerial/tract map.

PROJECT: North Levee

DATE: November 14, 2011

COUNTY: Sedgwick

TRACT NO.: 61

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT made and entered into this 14th day of November, 2011 by and between:

Kevin Strobel, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

SEE ATTACHED DESCRIPTION

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

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 73.1 sq. ft. for right-of-way $120.00
sq. ft. for Temporary Easement
Cost to Cure:
Damages including but not limited to: _____

TOTAL $120.00

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

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

LANDOWNER:

Kevin Strobel

City of Wichita
County of Sedgwick
State of Kansas

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

MEMORANDA

Rev. 9-94
Form No. 1716

D. O. T.

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

Kevin Strobel

If mortgage or other liens, show names of holders:

_____

REMARKS:

RECOMMENDED BY: Dennis Keegan, Acquisition Agent

Rev. 9-94
Form No. 1716

D. O. T.

Hall Properties Tract "61"(Key # KE-PC-01734-0001):

The South 80 feet of the following:

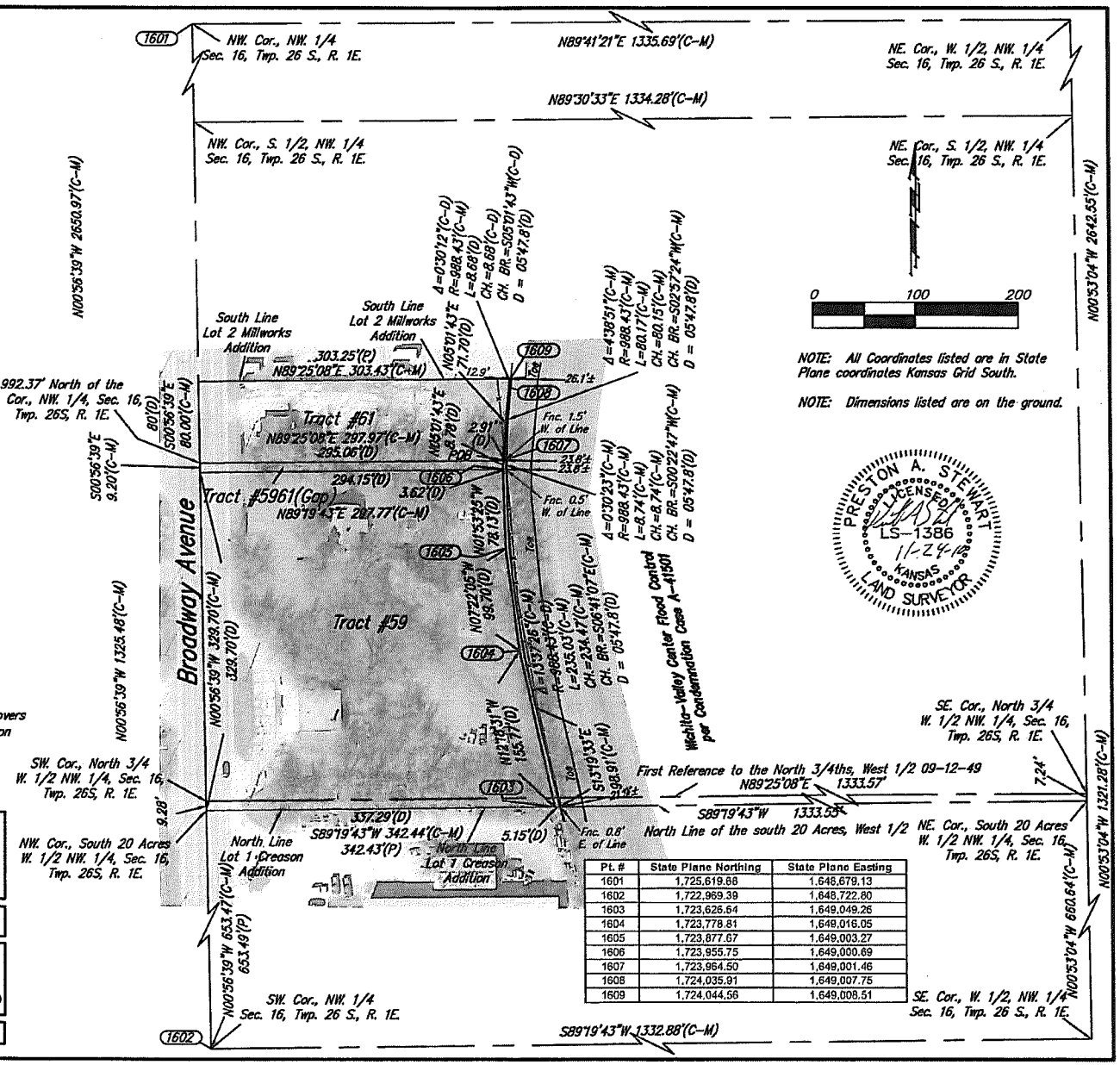
Beginning at the Northwest corner of the South 3 Acres of that part of the North three-fourths of the West half of the Northwest Quarter of Section 16, Township 26 South, Range 1 East, lying West of the center of Chisholm Creek, said point being 992.37 feet North of the Southwest corner of said Northwest Quarter, thence East parallel to the south line of said North three-fourths 357 feet to the West bank of Chisholm Creek, thence Northeasterly along said West bank to a point 120 feet North of beginning, thence West 387 feet to Section line, thence South 120 feet to place of beginning, except part taken for Valley Center Flood Control project and subject to a 30 foot roadway on West, Sedgwick County, Kansas.

ADDITIONAL TAKING DESCRIPTION:

A portion of the Northwest corner of the South 3 Acres of the North three-fourths of the West half of the Northwest Quart of Section 16, Township 26 South, Range 1 East, more particularly described as commencing at the Southwest corner of said Northwest Quarter; thence N00°56'39"W (assumed), along the west line of said Northwest Quarter, 992.37 feet; thence N89°25'08"E, parallel to the south line of said North three-fourths, 295.06 feet, to the point of beginning; thence N05°01'43"E, 71.70 feet, to a point on the west line of the Chisholm Creek Diversion Condemnation Case A-41501; thence southwesterly along the west line of said Chisholm Creek Diversion, said line being a curve to the left having a degree of curve of 05°47.8', and a calculated radius of 988.43 feet, an arc length of 80.17 feet, a chord length of 80.15 feet, and a chord bearing of S02°57'24"W, to a point on a line parallel with the south line of said North three-fourths line; thence S89°25'08"W, parallel with the south line of said North three-fourths line, 2.91 feet, to the point of beginning.

Additional Taking contains 73.1 square feet or 0.002 acres.

NOTES:
1. Grant of Right of Way filed August 5, 1925, in Misc. Book 32, Page 418. (covers the west 200 feet of subject property). Partial Release of Right of Way filed on Film 1509, Page 871.
2. Grant of Right of Way filed October 25, 1934, in Misc. Book 117, Page 364. (blanket in nature over subject property).



Pt. #	State Plane Northing	State Plane Easting
1601	1,725,619.88	1,648,679.13
1602	1,722,969.39	1,648,722.80
1603	1,723,626.54	1,649,049.26
1604	1,723,778.81	1,649,016.05
1605	1,723,877.67	1,649,003.27
1606	1,723,955.75	1,649,000.69
1607	1,723,964.50	1,649,001.46
1608	1,724,035.91	1,649,007.75
1609	1,724,044.56	1,649,008.51

Baughman

Tract #61 - Exhibit
KE-PC-01734-0001 - NW 16, Twp.26S,R.1E
Sedgwick County, Kansas

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED MGC	DRAWN PAS
	SCALE 1"=100'	DATE November 24, 2010

E:|Projects|WVCFLS_10-07-P687|Tract_61.dwg 10-07-P687

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 5802-5830 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5802-5830 North Broadway in Park City. The property has 243,500 square feet, is zoned industrial, and developed with a manufacturing facility. The project requires 8,750 square feet of the site at the rear of the property.

Analysis: The acquisition was appraised at $6,850 ($.78 per square foot). This amount was offered to the owner and accepted. The appraisal did not include compensation for perimeter fencing in the acquisition area. The cost to move the fence was valued at $2,000. Additionally, the owner is eligible for the cost to relocate equipment and material located in the acquisition area. Relocation is estimated at $5,300. The total compensation for the acquisition is $14,150.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $14,650 is requested. This includes $8,850 for the acquisition, $5,300 for the relocation of equipment, and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and aerial/tract map.

.OJECT: North Levee

DATE: January 12, 2011

COUNTY: Sedgwick

TRACT NO.: 2 and 3

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY EASEMENT

THIS AGREEMENT made and entered into this 12th day of January, 2011 by and between:

Creason Corrugating and Machinery Company, Inc., landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

SEE ATTACHED DESCRIPTION

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

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 8,750 sq. ft. for right-of-way	$6,850.00
sq. ft. for Temporary Easement	
Cost to Cure: Removal of equipment and machinery	$5,300.00
Damages including but not limited to: Fencing	$2,000.00
TOTAL	**$14,150.00**

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

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

LANDOWNER:

Art Henry, President,
Creason Corrugating and Machinery Company, Inc.

City of Wichita
County of Sedgwick
State of Kansas

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

MEMORANDA

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

Creason Corrugating and Machinery Company, Inc.

If mortgage or other liens, show names of holders:

_____

REMARKS:

RECOMMENDED BY: Dennis Keegan

Dennis Keegan, Acquisition Agent

Rev. 9-94
Form No. 1716

D. O. T.

Creason Tracts "2"(Key # KE-PC-01981) & "3" (Key # KE-PC-01892):

Lots 1 and 2, Creason Addition, Park City, Sedgwick County, Kansas.

ADDITIONAL TAKING DESCRIPTION:
A portion of Lots 1 and 2, Creason Addition, Park City, Sedgwick County, Kansas, described as beginning at the northeast corner of said Lot 1; thence N89°43'37"W, along the north line of said Lot 1, 5.13 feet; thence S12°32'59"E, parallel with the east line of said Lot 1, 670.19 feet to a point on the south line of said Lot 2; thence S89°43'37"E, along the south line of said Lot 2, 30.97 feet to the southeast corner of said Lot 2; thence N12°39'05"W, along the east line of said Lot 2, 217.14 feet, to the northeast corner of said Lot 2; thence N89°36'01"W, along the north line of said Lot 2, 25.46 feet to the southeast corner of said Lot 1; thence N12°32'59"W, along the east line of said Lot 1, 453.09 feet to the point of beginning.

Additional taking contains 8,750.1 square feet, or 0.201 Acres.

Creason Tracts "2"(Key # KE-PC-01981) & "3" (Key # KE-PC-01892):

Lots 1 and 2, Creason Addition, Park City, Sedgwick County, Kansas.

ADDITIONAL TAKING DESCRIPTION:
A portion of Lots 1 and 2, Creason Addition, Park City, Sedgwick County, Kansas, described as beginning at the northeast corner of said Lot 1; thence N89°43'37"W, along the north line of said Lot 1, 5.13 feet; thence S12°32'59"E, parallel with the east line of said Lot 1, 670.19 feet to a point on the south line of said Lot 2; thence S89°43'37"E, along the south line of said Lot 2, 30.97 feet to the southeast corner of said Lot 2; thence N12°39'05"W, along the east line of said Lot 2, 217.14 feet, to the northeast corner of said Lot 2; thence N89°36'01"W, along the north line of said Lot 2, 25.46 feet to the southeast corner of said Lot 1; thence N12°32'59"W, along the east line of said Lot 1, 453.09 feet to the point of beginning.

Additional taking contains 8,750.1 square feet, or 0.201 Acres.

1	1,725,619.67	1,648,679.11
2	1,722,969.39	1,648,722.80
3	1,723,000.62	1,651,388.05
4	1,722,975.31	1,649,236.57
5	1,722,974.82	1,649,210.95
6	1,723,186.45	1,649,185.71
7	1,723,186.21	1,649,160.26
8	1,723,626.69	1,649,054.33
9	1,722,974.77	1,649,205.97
10	1,723,626.63	1,649,049.20

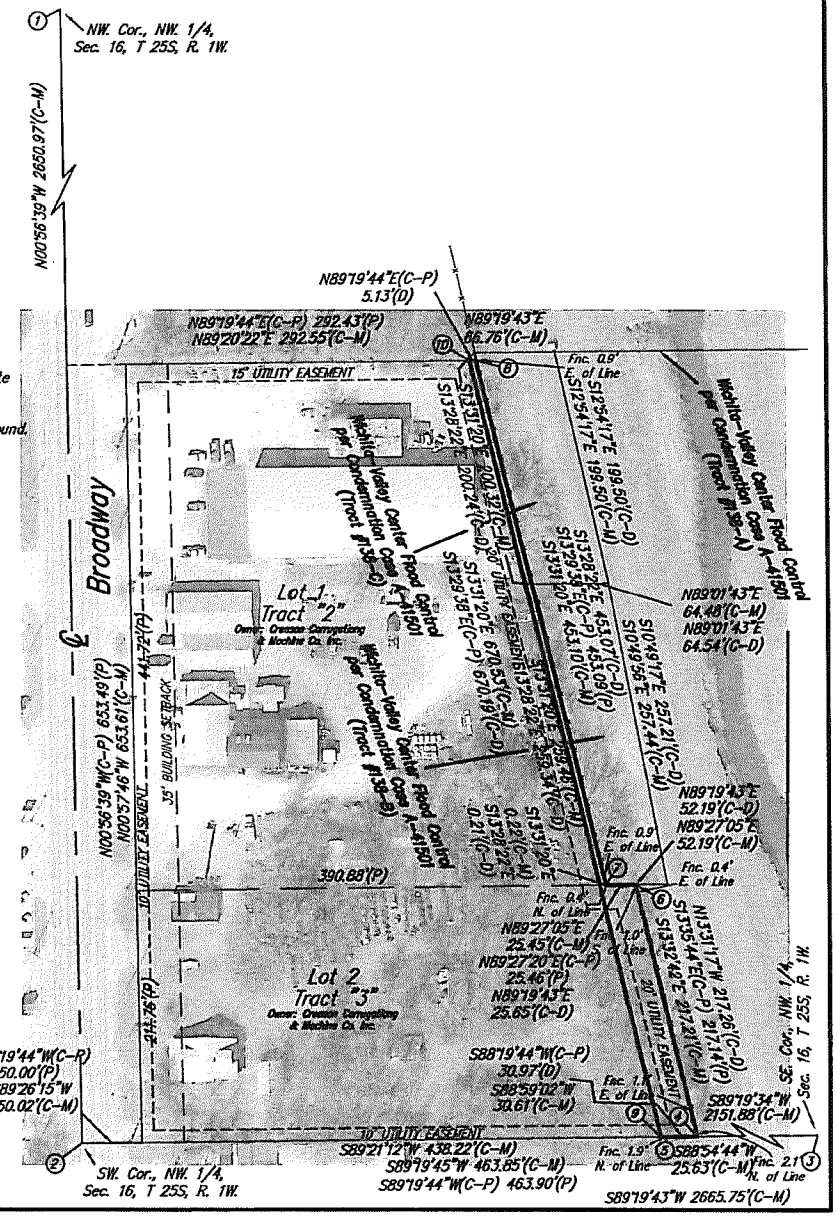
0 100 200

(C) = Calculated
(D) = Described
(M) = Measured
(P) = Platted

NOTE: All Coordinates listed are in State Plane coordinates Kansas Grid South.

NOTE: Dimensions listed are on the ground.

PRESTON A. STEWART
LICENSED
LS-1386
10-29-10
KANSAS
LAND SURVEYOR



Tract Map #'s 2 & 3 Exhibit
KE-PC-01891 & KE-PC-01892
Sedgwick County, KS.

Baughman

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED PAS	DRAWN PAS
	SCALE 1"=100'	DATE October 29, 2010

E:|Projects|WVCFLS_10-07-P687|Creason_KE-PC-01891-01892-Tract-2-and-3_NW-16-26-1E.dwg 10-07-P687

Agenda Item No. II-8d

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of Land near Webb Road and 53rd Street North for a Pressure and Chlorine Booster Station (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On December 15, 2009 the City Council authorized staff to proceed with a project to construct a pressure and chlorine booster station to serve Rural Water District No. 1. The cost will be shared equally by the City and the Rural Water District. After review by design engineers, it was determined that the optimum location for the site was near the southwest corner of Webb Road and 53rd Street North. This area is currently undeveloped and in agricultural usage. The project requires approximately 20,412 square feet of the 385,942 square foot site. The site will be developed with a 28 ½ foot by 22 foot brick building. The booster station site will be fenced.

Analysis: After discussions with the owner, a site located approximately south of Webb Road on 53rd Street was determined to be the preferred location. The owner agreed to accept $24,000 ($1.18 per square foot) based on comparable sales in the area.

Financial Considerations: A budget of $25,000 is requested. This includes $24,000 for the acquisition and $1,000 for title work, surveys and other administrative fees. Funding is available in the Rural Water District No. 1 Chlorine and Booster Station Project. The Rural Water District will repay its half of the cost through monthly payments over the life of the Wholesale Water Sales Agreement.

Goal Impact: The acquisition of this parcel supports Efficient Infrastructure by providing reliable and secure utilities.

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

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

Attachments: Real estate purchase agreement and aerial map.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this 18th day of January, 2012 by and between James D. Woolley and Narnie K. Woolley, husband and wife, party of the First Part, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, 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 real property, situated in Sedgwick County, Kansas, and preliminarily described to-wit:

   COMMENCING AT THE NE CORNER OF THE NE 1/4 OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 2 EAST OF THE 6TH PRINCIPAL MERIDIAN, SEDGWICK COUNTY, KANSAS; THENCE WEST ALONG THE NORTH SECTION LINE OF SAID NE 1/4 A DISTANCE ON 602 FEET; THENCE SOUTH 30 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF 53RD STREET NORTH, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING SOUTH A DISTANCE OF 189 FEET; THENCE WEST A DISTANCE OF 108 FEET; THENCE NORTH A DISTANCE OF 189 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE; THENCE EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 108 FEET TO THE POINT OF BEGINNING.

   An exact legal description will be developed via a survey, said survey to be provided by the Buyer.

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 Twenty-four Thousand Dollars and Zero Cents ($24,000.00) 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 by Buyer.

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

5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of

JW
NW

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 and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

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 March 31, 2012.

9. Possession to be given to Buyer at closing

10. Closing costs shall be paid by Buyer.

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:

James D. Woolley

James D. Woolley

SELLER:

Narnie K. Woolley

Narnie K. Woolley

BUYER:
By Direction of the City Council

Carl Brewer, Mayor

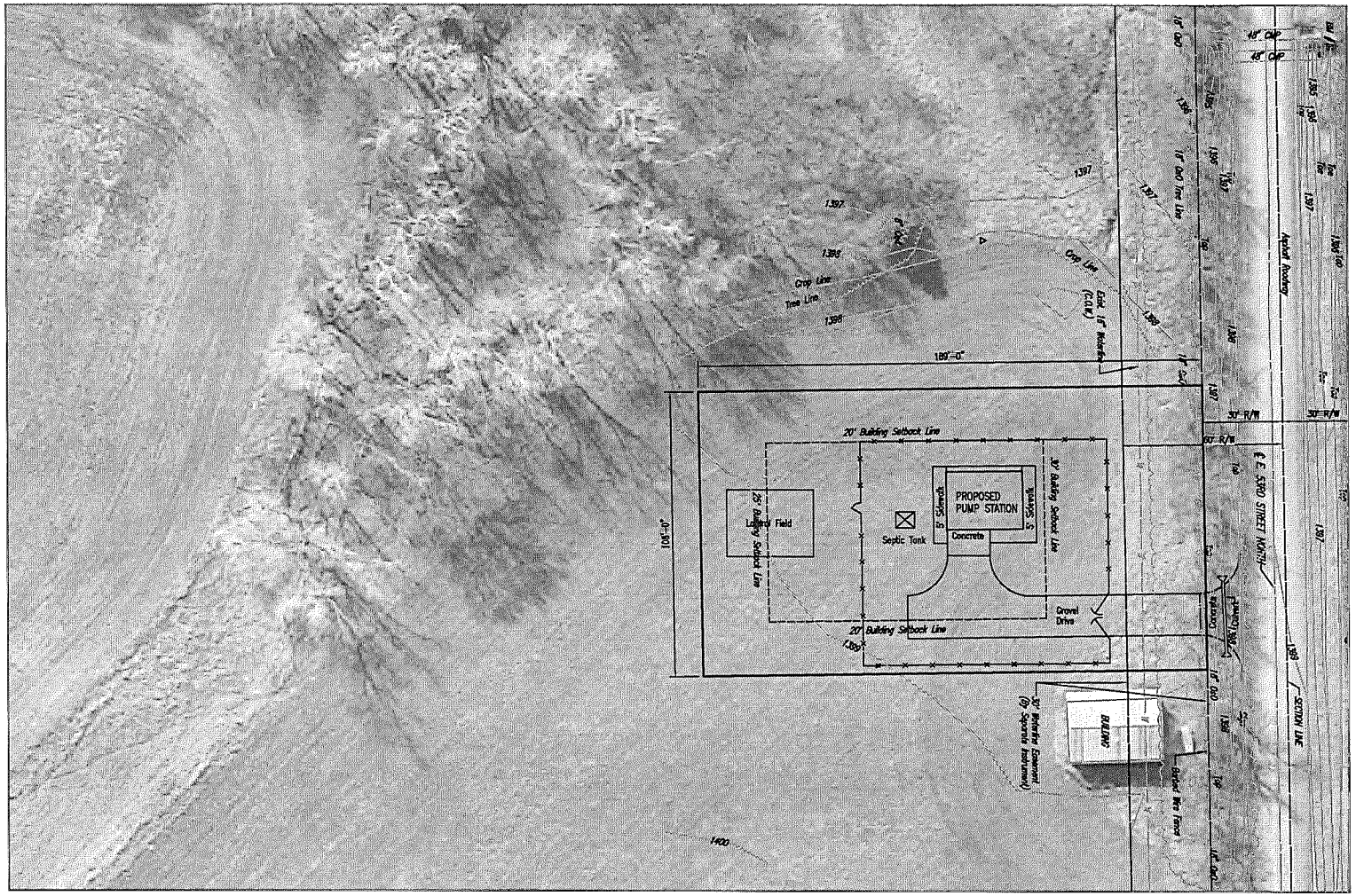
ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf. Director of Law



SCALE: 1" = 40'

0 40 80

LEGAL DESCRIPTION

GENERAL PROVISIONS

PROPOSED USES: MAJOR UTILITY, POTABLE WATER PUMP STATION

EXISTING ZONING: RR, RURAL RESIDENTIAL

TOTAL AREA: __ ACRES

FENCING: 6 FOOT CHAIN LINK WITH 3 STRANDS OF BARB WIRE ON TOP

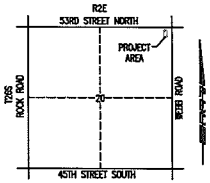
LANDSCAPE BUFFER: SEE LANDSCAPE PLAN (PER CITY OF WICHITA LANDSCAPE ORDINANCE)

ACCESS: 15.5' WIDE GRAVEL DRIVE

MAXIMUM BUILDING HEIGHT: 25' MAX PER ZONING; CONSTRUCTED STRUCTURE HEIGHT TO BE LESS THAN 25'

SETBACKS: 30' FROM NORTH PROPERTY LINE, 25' FROM SOUTH PROPERTY LINE AND 20' FROM EAST AND WEST PROPERTY LINES, PER ZONING REQUIREMENTS

OWNER: SEDGWICK COUNTY RURAL WATER DISTRICT NO. 1 BPS
1815 W. PINE
WICHITA, KANSAS 67203



LEGEND

BM	Benchmark	WV	Water Valve
	Power Pole	—O E—O E—	Overhead Electric
DM	Deadman	—18"—	Waterline
	Property Iron		
	Deciduous Tree		
	Section Corner		
	Flow Direction		

No.	Revision	By	Date

SEDGWICK COUNTY RURAL WATER DISTRICT #1

CONDITIONAL USE PLAN
BOOSTER PUMP STATION – OPTION 5

BOOSTER PUMP STATION

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

Designed by SCU	Job No. 34-11123	Sht.	of ___
Drawn by CAE	Date DECEMBER 2011		

Saved 01-12-2012 9:11:18 AM by CAE
Plot Scale 1:40 01-12-2012 9:25:51 AM by CAE
Q:\2011\11123\CONDITIONAL USE\11123-CONDITIONAL USE SITE PLAN-OPTION 5

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 630 East 61st Street North for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (County)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 630 East 61st Street North in Park City. The property has 266,152 square feet and is zoned for and improved with a residence. The project requires 4,006 square feet of the site along the east property line. The acquisition does not impact the improvements.

Analysis: The acquisition was appraised at $800 ($0.20 per square foot) and $2,000 for landscaping, trees and fencing. This amount was offered to the owner and accepted.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $3,300 is requested. This includes $2,800 for the acquisition and $500 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

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

Recommendations/Actions: It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

Attachments: Real estate agreement and aerial/tract map.

PROJECT: North Levee

DATE: January 17, 2012

COUNTY: Sedgwick

TRACT NO.: 1

CITY OF WICHITA, KANSAS
A MUNICIPAL CORPORATION

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY EASEMENT

THIS AGREEMENT made and entered into this 17th day of January, 2012 by and between:

Richard E. Phinney and Cynthia A. Phinney, landowner, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

See attached legal description

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

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 4,006 sq. ft. for right-of-way	$800.00
Cost to Cure: Fencing, trees, and moving landscape items	$2,000.00
Damages including but not limited to: _____	
TOTAL	**$2,800.00**

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

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

LANDOWNERS:

Richard E. Phinney

Cynthia A. Phinney

City of Wichita
County of Sedgwick
State of Kansas

BUYER:
City of Wichita, KS, a municipal corporation

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

Rev. 9-94
Form No. 1716

D. O. T.

MEMORANDA

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

Richard E. Phinney and Cynthia A. Phinney, husband and wife

If mortgage or other liens, show names of holders:

_____

REMARKS:

RECOMMENDED BY: Dennis Keegan

Dennis Keegan, Acquisition Agent

Rev. 9-94
Form No. 1716

D. O. T.

Phinney Tract "1" (Key # KE-PC-01389):

A tract beginning 1135.3 feet East of the Southwest corner of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, and running thence north parallel to the West line of said Section 9, a distance of 392.0 feet; thence West with a deflection angle left of 89 degrees 25' a distance of 139.09 feet to the East line of Newcastle Street in Park City Second Addition; thence Northeasterly with a deflection angel right of 116 degrees 15'30", a distance of 96.63 feet; thence North along the East line of Newcastle Street, 408.78 feet; thence East along the South line of Block 2, Park City Second Addition, a distance of 788.65 feet to the West line of the Wichita-Valley Center Flood Control Right of Way; thence southwesterly along said West Right of Way line, 934.47 feet; thence South at a deflection angle left of 36 degrees 14' a distance of 121.93 feet to the South Section line; thence West 175.2 feet, more or less to the place of beginning; except that part deeded to the State of Kansas for Highway purposes by Deed filed in Book 1428, Page 185, and described as: A tract of land in the Southwest Quarter of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, described as follows: Beginning at a point on the South line of said Quarter Section, 1135.3 feet East of the Southwest corner of said Quarter Section; First course; thence South 89 degrees 20' East, 175.3 feet along said South line to the Westerly Right-of-Way line of the Wichita-Valley Center Flood Control Project; Second course; thence North 02 degrees 08' West, 121.9 feet along said Westerly Right-of-Way line; Third course; thence South 34 degrees 06' West, 38.1 feet; Fourth course; thence North 89 degrees 20' West, 149.3 feet; Fifth course; thence South 00 degrees 05' West, 90.0 feet to the place of beginning, together with all Abutters Rights of Access to said Highway, except the Right of Access to a Frontage Road over and across Third and Fourth courses, only at such point as may be established by public authority; also except a tract of land in the Southwest Quarter of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at the intersection of the existing Westerly Right of Way line of the existing Wichita-Valley Center Flood Control Project and the South line of Reserve A, Park City Second Addition; thence South 89 degrees 38' West, 269.1 feet along said South line; thence South 07 degrees 13' West, 265.3 feet; thence South 18 degrees 18'37' West, 381.4 feet to said Right of Way line; thence North 34 degrees 06' East, 756.5 feet along said Right of Way line to place of beginning.

ADDITIONAL TAKING DESCRIPTION:
A portion of the Southwest 1/4 of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing at the southwest corner of said Southwest 1/4; thence N89°41'21"E (Assumed-Kansas Grid South), 1310.60 feet to a point on the Westerly Right-of-Way line of the Wichita-Valley Center Flood Control (per Condemnation Case A-41501, Tract #139); thence N03°06'39"W, along the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control, 121.90 feet, to the point of beginning; thence continue N03°06'39"W, 33.84 feet; thence N33°07'21"E, parallel with the Westerly Right-of-Way line of said

Wichita-Valley Center Flood Control, 222.62 feet to a point on the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control; thence S17°34'46"W, along the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control, 74.63 feet to a deflection point in the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control; thence S33°07'21"W, along the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control, 178.00 feet to the Point of Beginning.

Additional taking contains 4,006.2 square feet or 0.092 Acres.

Phinney Tract "1" (Key # KE-PC-01389):

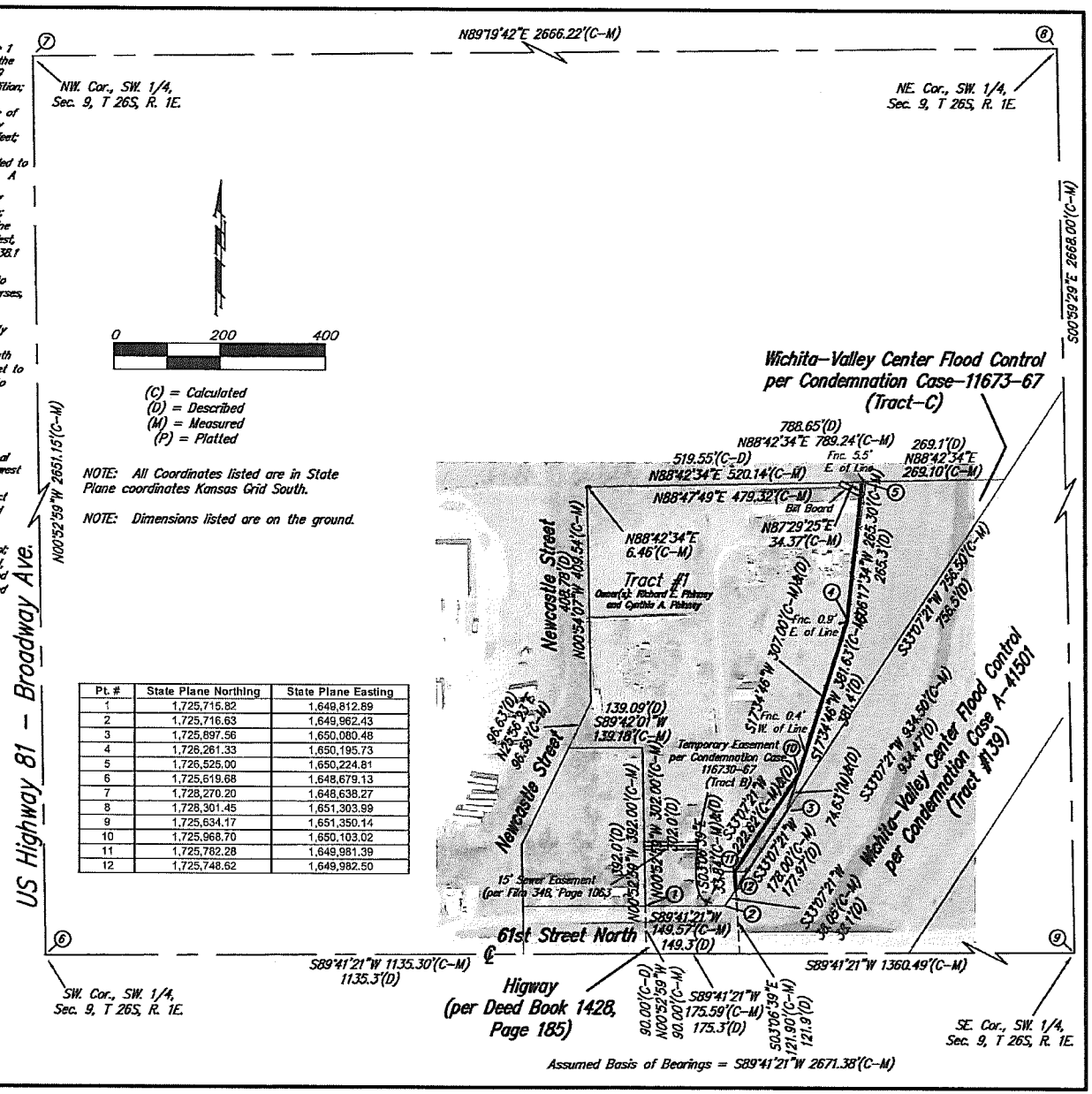
A tract beginning 1135.3 feet East of the Southwest corner of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, and running thence north parallel to the West line of said Section 9, a distance of 392.0 feet; thence West with a deflection angle left of 89 degrees 25' a distance of 139.09 feet to the East line of Newcastle Street in Park City Second Addition; thence Northeasterly with a deflection angel right of 116 degrees 15'30", a distance of 96.63 feet; thence North along the East line of Newcastle Street, 408.78 feet; thence East along the South line of Block 2, Park City Second Addition, a distance of 788.65 feet to the West line of the Wichita-Valley Center Flood Control Right of Way; thence southwesterly along said West Right of Way line, 934.47 feet; thence South at a deflection angle left of 36 degrees 14' a distance of 121.93 feet to the South Section line; thence West 175.2 feet, more or less to the place of beginning; except that part deeded to the State of Kansas for Highway purposes by Deed filed in Book 1428, Page 185, and described as: A tract of land in the Southwest Quarter of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, described as follows: Beginning at a point on the South line of said Quarter Section, 1135.3 feet East of the Southwest corner of said Quarter Section; First course; thence South 89 degrees 20' East, 175.3 feet along said South line to the Westerly Right-of-Way line of the Wichita-Valley Center Flood Control Project; Second course; thence North 02 degrees 08' West, 121.9 feet along said Westerly Right-of-Way line; Third course; thence South 34 degrees 06' West, 38.1 feet; Fourth course; thence North 89 degrees 20' West, 149.3 feet; Fifth course; thence South 00 degrees 05' West, 90.0 feet to the place of beginning, together with all Abutters Rights of Access to said Highway, except the Right of Access to a Frontage Road over and across Third and Fourth courses, only at such point as may be established by public authority; also except a tract of land in the Southwest Quarter of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as follows: Beginning at the intersection of the existing Westerly Right of Way line of the existing Wichita-Valley Center Flood Control Project and the South line of Reserve A, Park City Second Addition; thence South 89 degrees 38' West, 269.1 feet along said South line; thence South 07 degrees 13' West, 265.3 feet; thence South 18 degrees 18'37" West, 381.4 feet to said Right of Way line; thence North 34 degrees 06' East, 756.5 feet along said Right of Way line to place of beginning.

ADDITIONAL TAKING DESCRIPTION:

A portion of the Southwest 1/4 of Section 9, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas, described as commencing at the southwest corner of said Southwest 1/4; thence N89°41'21"E (Assumed-Kansas Grid South), 1310.60 feet to a point on the Westerly Right-of-Way line of the Wichita-Valley Center Flood Control (per Condemnation Case A-41501, Tract #139); thence N03°06'39"W, along the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control, 121.90 feet, to the point of beginning; thence continue N03°06'39"W, 33.84 feet; thence N33°07'21"E, parallel with the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control, 222.62 feet to a point on the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control; thence S17°34'46"W, along the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control, 74.63 feet to a deflection point in the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control; thence S33°07'21"W, along the Westerly Right-of-Way line of said Wichita-Valley Center Flood Control, 178.00 feet to the Point of Beginning.

Additional taking contains 4,006.2 square feet or 0.092 Acres.

PRESTON A. STEWART
LICENSED
LS-1386
10-29-10
KANSAS
LAND SURVEYOR



Pt. #	State Plane Northing	State Plane Easting
1	1,725,715.82	1,649,812.89
2	1,725,716.63	1,649,962.43
3	1,725,897.56	1,650,080.48
4	1,726,261.33	1,650,195.73
5	1,726,525.00	1,650,224.81
6	1,725,619.68	1,648,679.13
7	1,728,270.20	1,648,638.27
8	1,728,301.45	1,651,303.99
9	1,725,634.17	1,651,350.14
10	1,725,968.70	1,650,103.02
11	1,725,782.28	1,649,981.39
12	1,725,748.62	1,649,982.50

Baughman

Tract Map #1 Exhibit
KE-PC-01389 - SW 9, Twp. 26S, R.1E,
Sedgwick County, KS.

Baughman Company, P.A. 315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149
ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

REVISIONS	APPROVED	DRAWN
	PAS	PAS
	SCALE 1"=200'	DATE October 29, 2010

E:\PROJECTS\WVCFLS_10-07-P687\Tract_1Phinney_KE-PC-01389_SW-9-26-1E.dwg 10-07-P687

Agenda Item No. II-8f

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Acquisition of Property at 6601 West 13th Street for the I-235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 1, 2011, the City Council approved the design concept to construct an interchange at I-235 and 13th Street North and associated street improvements. On May 24, 2011, the City Council approved funding to complete project design and provide funding for right-of-way acquisition. The improvements include relocating Hoover Road and developing a partial interchange for 13th Street North and I-235. The project will require the acquisition of all or part of 23 tracts. One of the tracts is a 155,945 square foot residential site developed with a 1,778 square foot single family residence. The project requires all access from the site to 13th Street, land locking the site, thereby necessitating the acquisition of the entire site.

Analysis: The property was appraised at $182,000. The owner rejected this offer. Rather than sell the site, a replacement access through the adjacent housing addition onto Northshore Drive was negotiated. The homeowner's association has agreed to accept $12,500 to grant the new access. The owner has agreed to accept $60,000 for all access from the subject property to 13th Street and as compensation to construct a new drive access to Northshore Drive.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $73,000 is requested. This includes $60,000 for the acquisition of access from the owner of 6601 West 13th, $12,500 for the access to Northshore Drive, and $500 for title work, surveys, closing costs, and other administrative fees.

Goal Impact: The acquisition of these parcels 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 agreement as to form.

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

Attachments: Aerial map, real estate agreements, and tract maps.

PROJECT: West 13th Street **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 0020

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY QUIT CLAIM DEED

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

Martin Bruce Gow

6601 W 13th Street N., Wichita, KS 67212
(Name and Address)

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

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

All right of Access to and from the abutting public roadway over and across a line in the East 330 feet of the North 530 feet of the Northwest Quarter of Section 15, Township 27 South, Range 1 West of the 6th P.M., Wichita, Sedgwick County, Kansas described as a line being parallel with and 50 feet South of the North line of said Northwest Quarter.

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

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

Real property to be acquired as right of way:
_____ (Sq. Ft.) $ N/A
Temporary Easement for construction:
N/A (Sq. Ft.) $ N/A

All rights of Access to 13th Street $ 60,000.00

All past due taxes to be paid from the proceeds.

Improvement & Buildings acquired with right of way:
None

TOTAL: $ 60,000.00

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

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

LANDOWNERS:

By: _____
Martin Bruce Gow

By: _____

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

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

Martin Bruce Gow
If mortgage or other liens, show names of holders:
Taxes for 2008, 2009, 2010 and 2011

REMARKS:

PIN/APN 00198730
Security Title File Number 2026170

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

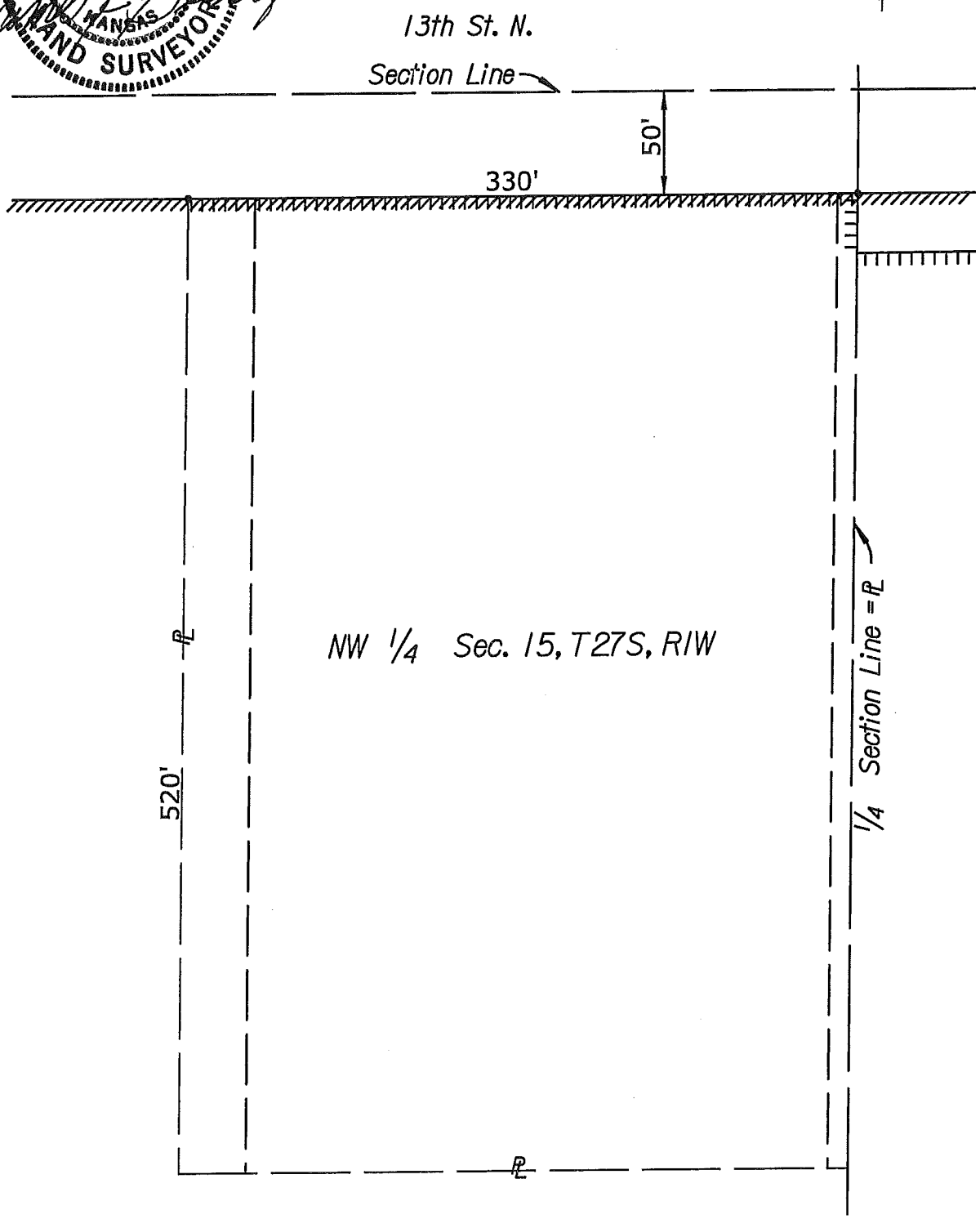
_____
Gerald Cain, Project Manager

TRACT #20 - D-0041900UP

Mary Louise Gow
All Right of Access

Not to Scale

JAMES R. BECKETT
REGISTERED
3-15-11
LS-832
KANSAS
LAND SURVEYOR



LEGEND

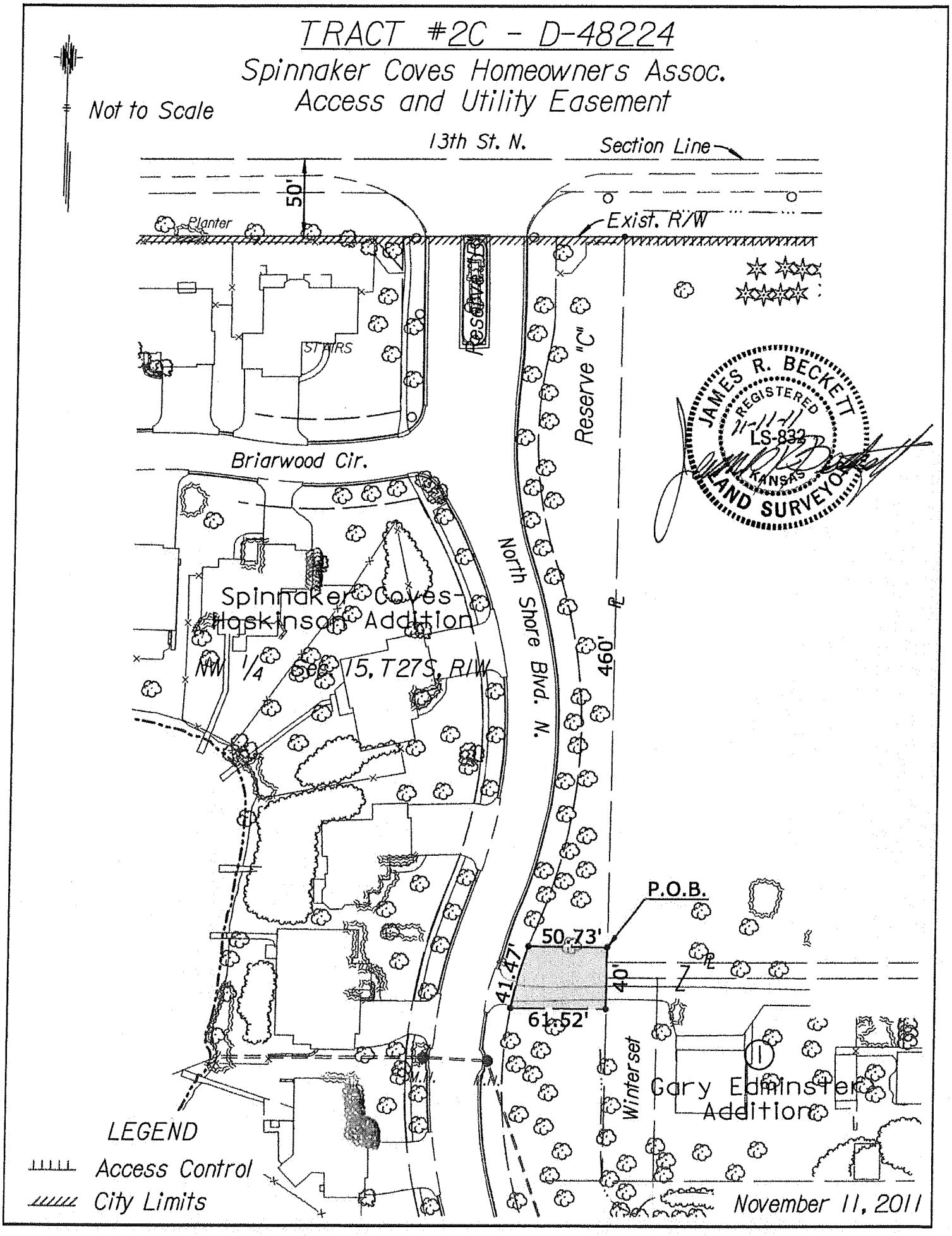
Access Control

City Limits

March 15, 2011

TRACT #2C - D-48224

Spinnaker Coves Homeowners Assoc.
Access and Utility Easement



PROJECT: West 13th Street **DATE:** _____

COUNTY: Sedgwick **TRACT NO.:** 0002-C

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED

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

Spinnaker Coves Homeowners' Association

6500 School Cir, Wichita, KS 67212
(Name and Address)

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

Real property to be acquired as right of way:
2,267.35 (Sq. Ft.) $ 12,500.00
Temporary Easement for construction:

N/A (Sq. Ft.) $ N/A

Improvement & Buildings acquired with right of way:
Compensation includes loss of one tree at $1000.00

TOTAL: $ 12,500.00

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

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

LANDOWNERS: Spinnaker Coves Homeowners' Association

By: President

By: Director

THE CITY OF WICHITA

ATTEST:

By: Carl Brewer, Mayor

By: Karen Sublett, City Clerk

MEMORANDA

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

Spinnaker Coves Homeowners' Association
If mortgage or other liens, show names of holders:

REMARKS:

PIN/APN 00327504
Security Title File Number 2026154

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

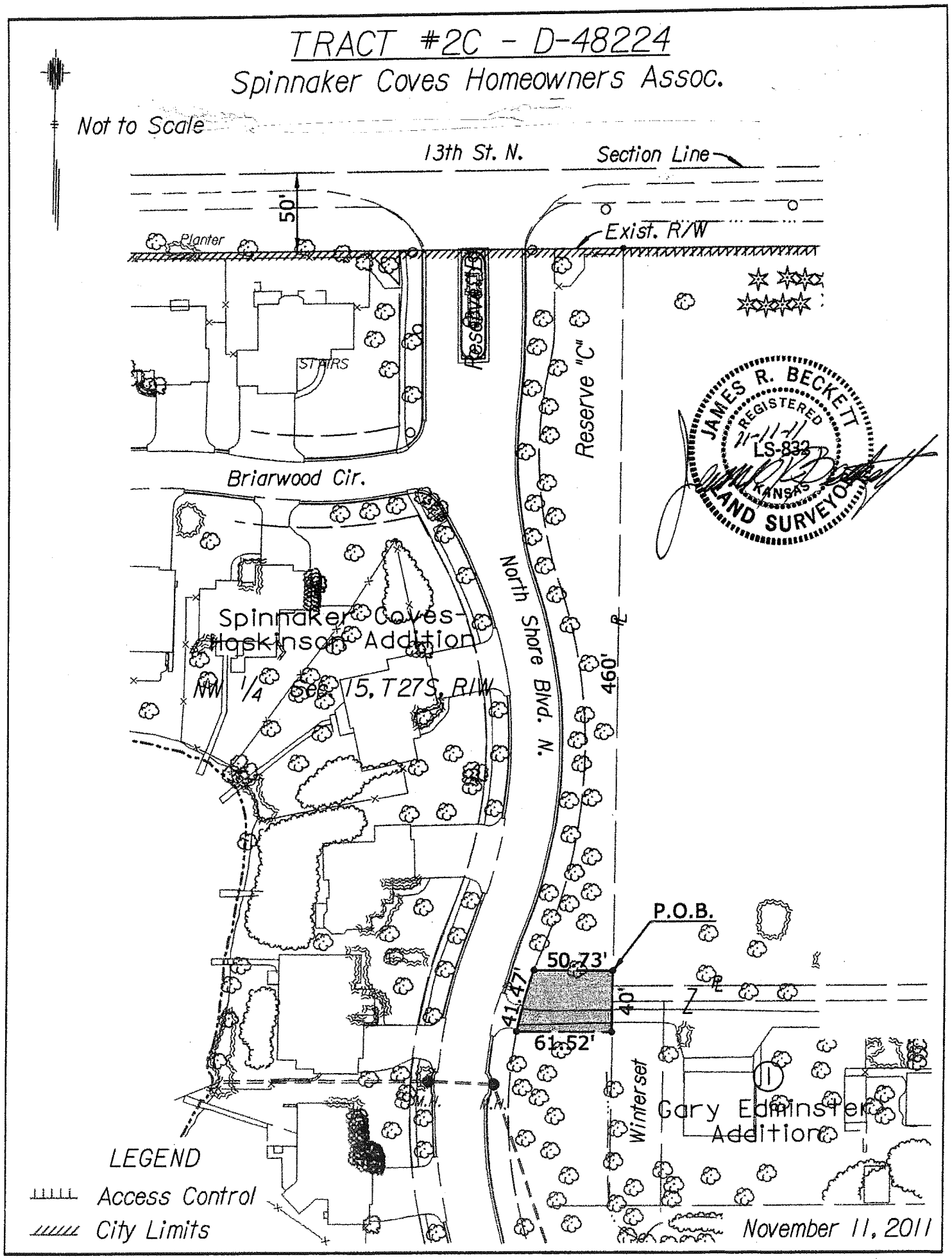
Gerald Cain, Project Manager

Tract #2C - D-48224
Spinnaker Coves Homeowners Association

Commencing from the Northeast corner of Reserve "C", Spinnaker Coves-Hoskinson Addition to Wichita, Sedgwick County, Kansas; thence S 00°05'45" W, along the East line of said Reserve "C", a distance of 460.00 feet to the point of beginning; thence continuing S 00°05'45" W, along said East line, a distance of 40.00 feet; thence N 89°54'15" W, perpendicular to said East line, a distance of 61.52 feet to a point on the West line of said Reserve "C"; thence along said West line and along a non-tangent curve to the right having a chord bearing N 15°11'10" E, a chord distance of 41.43 feet, a radius of 265.00 feet, through a central angle of 8°57'59" for a distance of 41.47 feet; thence S 89°54'15" E, perpendicular to said East line, a distance of 50.73 feet to the point of beginning, containing 0.052 acres (2,267.35 sq. ft.), more or less.

TRACT #2C - D-48224

Spinnaker Coves Homeowners Assoc.



6900
Sedgwick County Zoo Park
5049C
5049B
W 13TH ST N
W WINDMILL RD
6505
6606
6602
6514
6510
6506
6615
W BRIARWOOD CIR
6611
6607
6603
6513
6507
6503
6601
6225
1315
1311
5048D
1307
1303
1930
1306
5048A
6213
1247
1251
1243
1226
1222
N NORTH SHORE CT
1216
1239
1235
1231
1227
1223
1219
1214
1215
1210
1930
0 85 170 340ft
Powered by GeoSmart.net

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 3555 South Broadway for the Improvement of the Bridge on Broadway near 34th Street South (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On February 15, 2011, the City Council approved the East Alignment of the proposed Broadway Bridge Project at 34th Street South. The project calls for the realignment and reconstruction of the Broadway Bridge over the Union Pacific rail corridor. The project will require the acquisition of all or part of approximately twelve parcels. The properties consist of a mix of residential and commercial uses. One of the parcels impacted by the project is 3555 South Broadway. This site is largely unimproved and contains 210,102 square feet. The site is fenced and zoned general commercial. It is leased by the auto salvage business to the north for storage. The project requires 19,124 square feet from the east end of the site as well as a 10,790 square foot temporary easement. The acquisition will require the removal and replacement of the perimeter fence to the new property line.

Analysis: The acquisition was appraised at $27,400 with $23,900 for the land ($1.25 per square foot) and $3,500 for the temporary easement. The appraisal did not include any cost for the perimeter fence. Based on estimates, the cost to move the fence will be $5,810. The offer was rejected by the owner. Through negotiation, the owner agreed to accept $43,500. This amount is comprised of $34,190 ($1.79 per square foot) for the acquisition area, $3,500 for the temporary easement and $5,810 for the fencing. This land value is within the range of the comparables in the appraisal. The settlement avoids the risk associated with eminent domain and saves the City the associated administrative costs and time involved in the process.

Financial Considerations: The funding source for the project is General Obligation Bonds and Federal funding with Federal funds used on some right of way acquisitions on a to be determined basis. A budget of $44,500 is requested. This includes $43,500 for the acquisition and $1,000 for title work, closing costs and, other administrative fees.

Goal Impact: The acquisition of these parcels 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 agreement as to form.

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

Attachments: Real estate agreement and tract maps.

PROJECT: Broadway Bridge **DATE:** September 14, 2011

COUNTY: Sedgwick **TRACT NO.:** 0007

THE CITY OF WICHITA, KANSAS

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

THIS AGREEMENT Made and entered into this 11th day of January, 2012, by and between

William E. Lusk, Jr. and Janet Murfin, Co-Trustees of the Restated Trust Indenture dated July 16, 2004, of the Anita M. Lusk 2000 Living Trust Dated March 6, 2000

1608 E. Lewis St., Wichita, KS 67211
(Name and Address)

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

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

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

Real property to be acquired as right of way:
19,124 (Sq. Ft.) $ 40,000.00
Temporary Easement for construction:
10,790 (Sq. Ft.) $ 3,500.00

Improvement & Buildings acquired with right of way:

TOTAL: $ 43,500.00

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

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

LANDOWNERS:

By: _____
William E. Lusk, Jr., Co-Trustee of the Restated Trust Indenture dated July 16, 2004, of the Anita M. Lusk 2000 Living Trust Dated March 6, 2000

By: _____
Janet Murfin, Co-Trustee of the Restated Trust Indenture dated July 16, 2004, of the Anita M. Lusk 2000 Living Trust dated March 6, 2000

THE CITY OF WICHITA

By: _____
Carl Brewer, Mayor

ATTEST:

By: _____
Karen Sublett, City Clerk

MEMORANDA

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

William E. Lusk, Jr. and Janet Murfin, Co-Trustees of the Restated Trust Indenture dated July 16, 2004, of the Anita M. Lusk 2000 Living Trust dated March 6, 2000
If mortgage or other liens, show names of holders:

REMARKS:

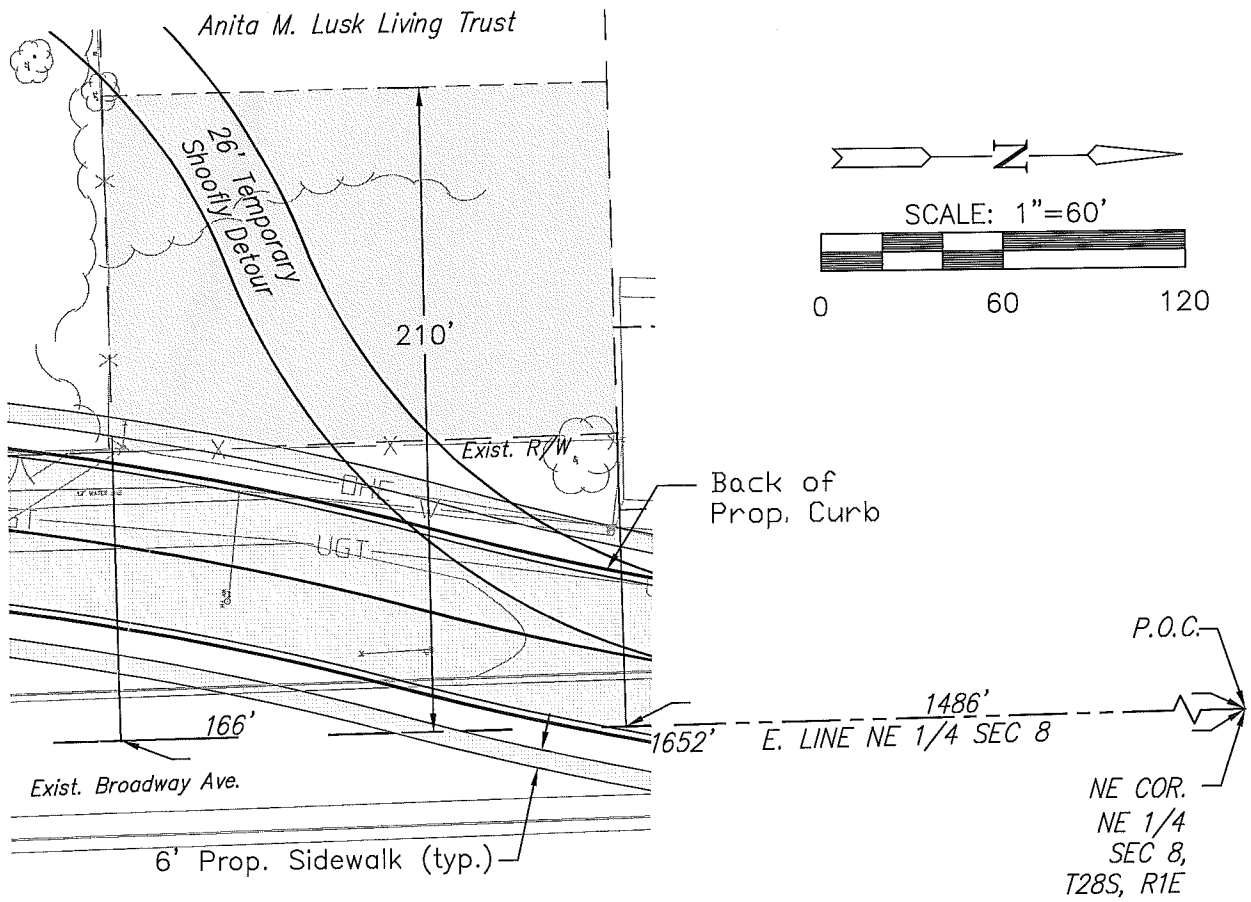
PIN/APN 00099427
Security Title File Number 2025014

APPROVED TO FORM:

_____
Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

_____
Gerald Cain, Project Manager



LEGAL DESCRIPTION:

Partial Property Acquisition:

The East 210 feet of the South 166 feet of the North 1652 feet of the Northeast corner of the Northeast Quarter of Section 8, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas, except that part taken for highway.

LEGEND

D – Deed

Partial Property Acquisition = 19,124 sq. ft. (not including existing r/w)

Proposed Paving Improvements

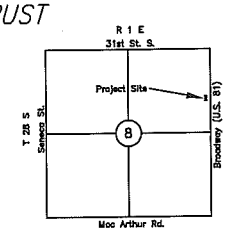
Owner:

LUSK, ANITA MARIE LIVING TRUST
mailing address:

1608 E. LEWIS ST
WICHITA, KS 67211-1823

Property Identification:

A 0019900UP



VICINITY MAP

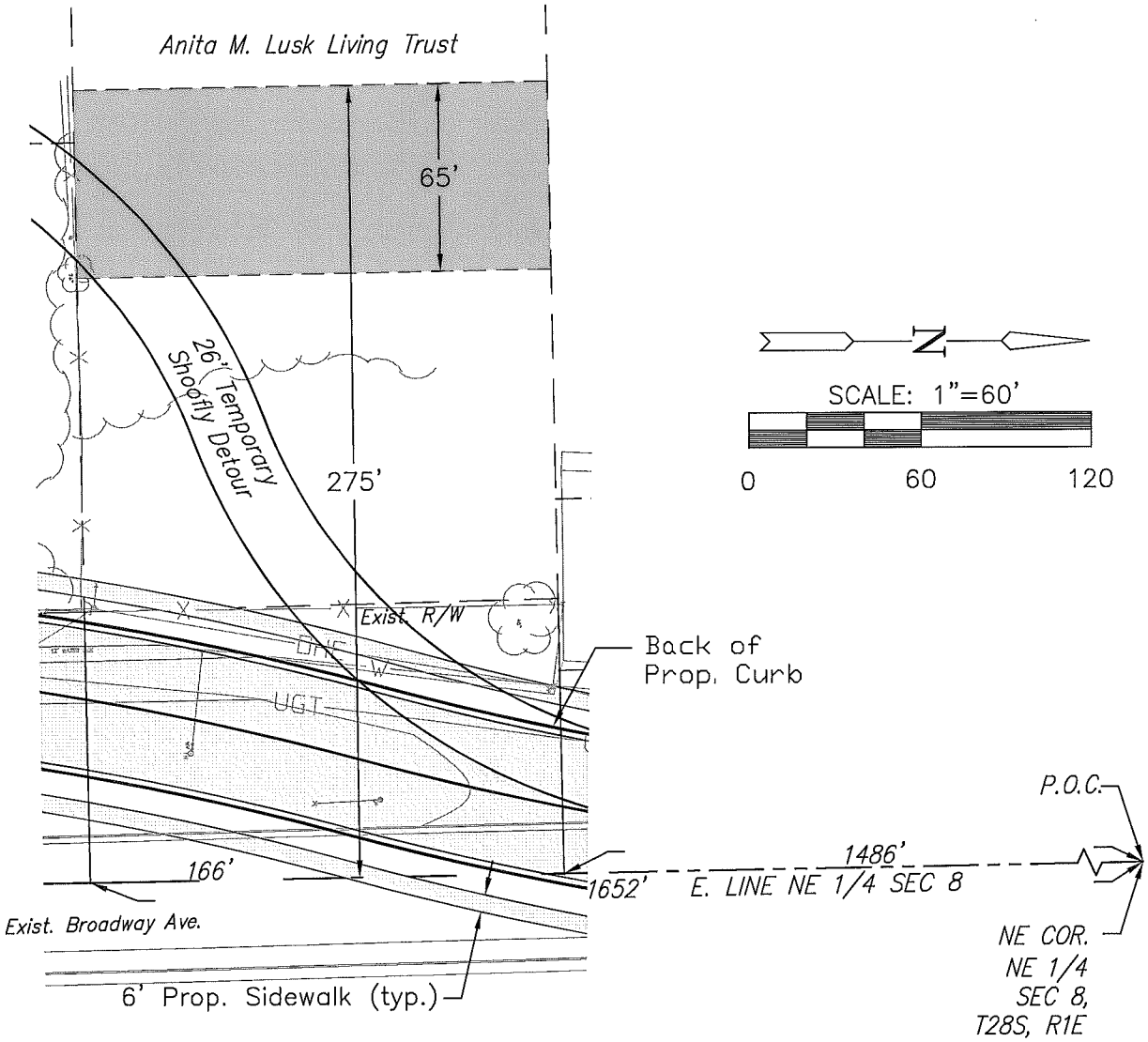
I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG

MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

SOUTH BROADWAY BRIDGE
PROJECT NAME

PARTIAL PROPERTY ACQUISITION
TRACT MAP Lusk 7A
SHEET TITLE

JRA	DSN	JCM
DESIGN BY:	DRAWN BY:	CHECKED BY:
February 2011	09081	1 / 1
DATE	JOB NO.	SHEET/OF



LEGAL DESCRIPTION:

Temporary Construction Easement:

The West 65 feet of the East 275 feet of the South 166 feet of the North 1652 feet of the Northeast corner of the Northeast Quarter of Section 8, Township 28 South, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

LEGEND

D – Deed

Temporary Construction Easement = 10,790 sq. ft.

Proposed Paving Improvements

I:\MAP\2009\09081 SOUTH BROADWAY\DWG\TRACT MAPS\EAST-RW-A.DWG

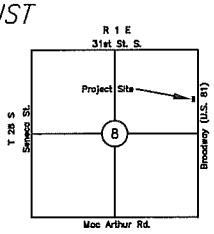
Owner:

LUSK, ANITA MARIE LIVING TRUST
mailing address:

1608 E. LEWIS ST
WICHITA, KS 67211-1823

Property Identification:

A 0019900UP



VICINITY MAP

MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

SOUTH BROADWAY BRIDGE PROJECT NAME		
Temporary Construction Easement TRACT MAP Lusk 7B SHEET TITLE		
JRA DESIGN BY:	DSN DRAWN BY:	JCM CHECKED BY:
February 2011 DATE	09081 JOB NO.	1 / 1 SHEET/OF

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of Land in the 1500 Block of South 151st Street West and Grant of Pipeline Easements for the West Kellogg Freeway Project (Districts IV and V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On January 6, 2009, the City Council approved the design concept for the Kellogg Freeway, between 111th Street West and 143rd Street West. The proposed improvements include widening the freeway from two lanes in each direction to three lanes in each direction, frontage roads, and grade separation at 119th Street West and 135th Street West. There are 43 tracts which will be impacted by the project. The properties consist of single-family residences, commercial properties, vacant land, and billboards. The property located in the 1500 Block of South 151st Street West is owned by OneOk, Inc. The onsite improvements consist of a high pressure gas line and booster station; these improvements are owned by Kansas Gas Service, a division of OneOk, Inc.

It is necessary to acquire the east 85 feet of the subject property. The total acquisition area encompasses 4,249.92 square feet. The improvements will be reset to the remainder of the site and two new pipeline easements into the site must be established.

Analysis: The owner agreed to accept the appraised offer of $30,000 or $7 per square foot for the land. On January 12, 2012, the City Council approved two Utility Agreements with Kansas Gas Service for the relocation of the improvements. To facilitate the site, a pipeline easement along the new 151st Street right-of-way line is required together with a second pipeline easement along the north and west lines of the city-owned property. There is no cost for the easements.

Financial Considerations: A budget of $31,000 is requested. This includes $30,000 for the acquisition and $1,000 for the closing costs and other administrative costs. The funding source is Local Sales Tax (LST) and, State and Federal grant funds administered by the Kansas Department of Transportation.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

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

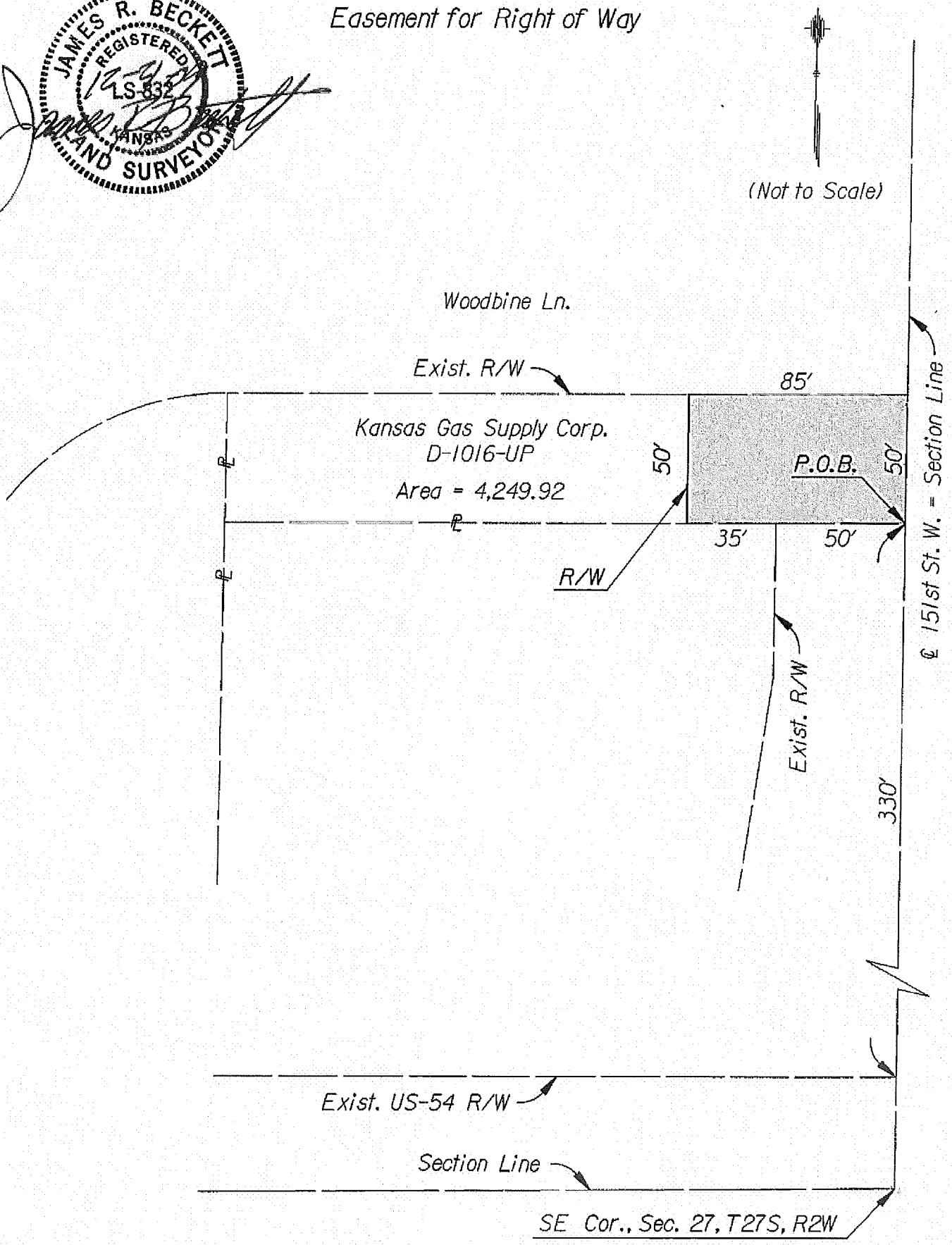
Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Agreement; and 3) Authorize the necessary signatures.

Attachments: Aerial map and real estate purchase agreement.

EXHIBIT A

Tract #4A - D-1016-UP
Easement for Right of Way

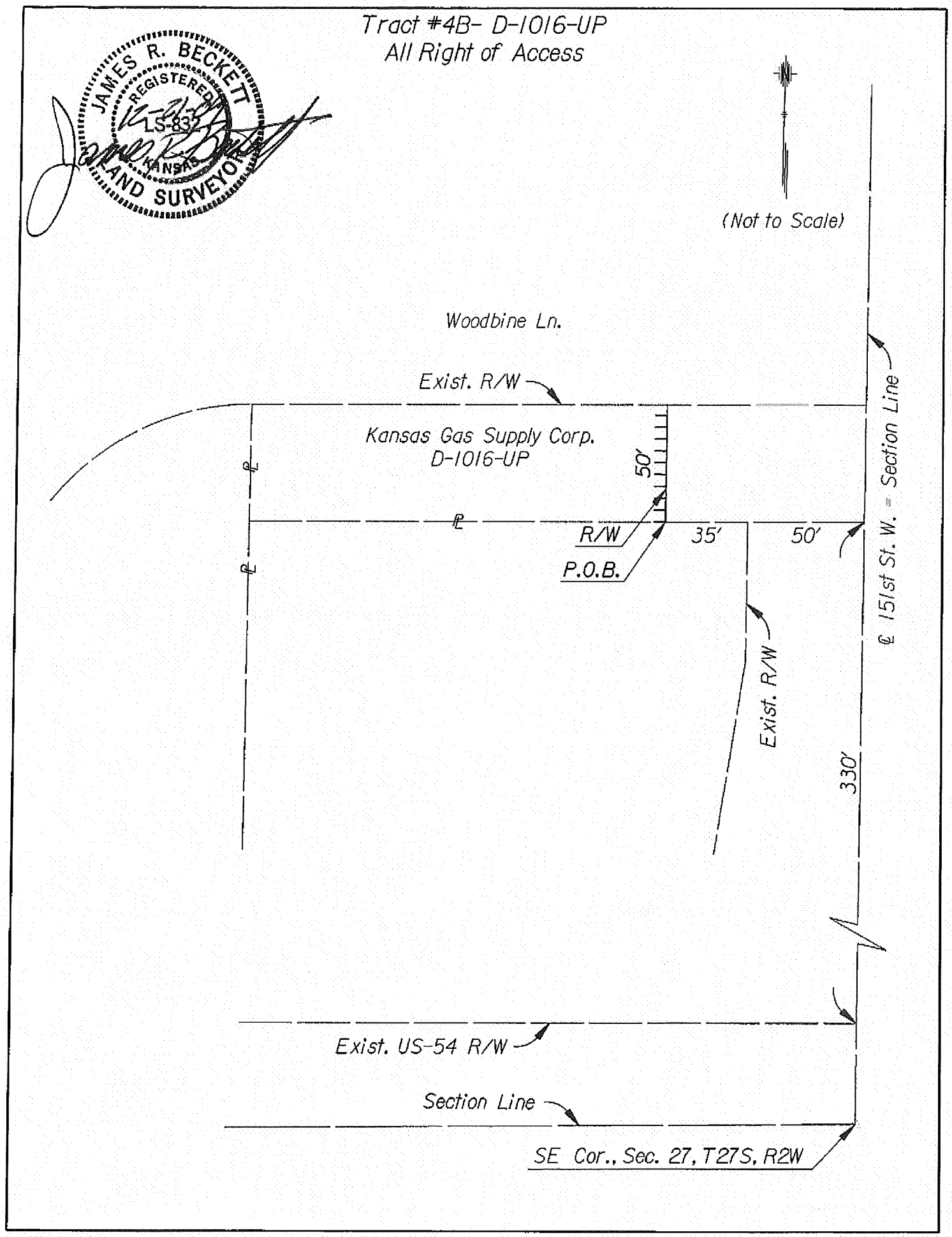
JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR



Tract #4A – D-1016-UP
Kansas Gas Supply Corp.
Easement for Right-of-Way

Commencing from the intersection of the East line of the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas and the North right-of-way line of U.S. Highway 54 per Condemnation Case A-38302; thence North along said East line a distance of 330 feet to the point of beginning; thence West, parallel with said North highway right-of-way line, a distance of 85 feet; thence North, parallel with said East line, a distance of 50 feet; thence East, parallel with said North highway right-of-way line, a distance of 85 feet to a point on said East line; thence South along said East line a distance of 50 feet to the point of beginning, containing 4,249.92 square feet more or less.

JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR


Tract #4B- D-1016-UP
All Right of Access
JAMES R. BECKETT
REGISTERED
LS-835
KANSAS
LAND SURVEYOR
(Not to Scale)
Woodbine Ln.
Exist. R/W
Kansas Gas Supply Corp.
D-1016-UP
50'
R/W
35'
50'
P.O.B.
℄ 151st St. W. = Section Line
Exist. R/W
330'
Exist. US-54 R/W
Section Line
SE Cor., Sec. 27, T27S, R2W

Tract #4B – D-1016-UP
Kansas Gas Supply Corp.
All Right of Access

All right of access to and from the abutting public roadway over and across a line in the Southeast Quarter of Section 27, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, described as follows: Commencing from the intersection of the East line of said Southeast Quarter and the North right-of-way line of U.S. Highway 54 per Condemnation Case A-38302; thence North along said East line a distance of 330 feet; thence West, parallel with said North highway right-of-way line, a distance of 85 feet to the point of beginning; FIRST COURSE, thence North, parallel with said East line, a distance of 50 feet.

JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR

KGS Gas Pipeline

UTILITY AGREEMENT

Dated: January 12, 2012

Sedgwick County

City of Wichita Project: 472-84840

General Location: US 54/400 (Kellogg Ave) @ W 151st Street

THIS AGREEMENT is entered into between the City of Wichita (City) and Kansas Gas Service, a Division of ONEOK, Inc. (Company).

WHEREAS, the City proposes a highway improvement project on Highway No. 54 and W 151st Street, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located between 151st Street Stations 7+50 and 34+50 as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the City may construct the Project and the Company may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the City, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A - Piping (utility plans) in accordance with Paragraph 17 of this Agreement. The Company prepared Exhibit A - Piping, which is attached to and incorporated into this Agreement.

2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the City for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B - Piping. The Company has included in Exhibit B - Piping all estimated costs anticipated in relocating those parts of the Company's facilities (4", 6", and 8" pipe) affected by City Highway Project 472-84840.

See Paragraph 17 D for City's pro rata share of total costs.

Exhibit B - Piping is attached to and incorporated into this Agreement.

Noted: _____ for Company _____ for City

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities")(23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

4. The City grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A - Piping.

5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A - Piping, the City will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A - Piping are subordinate to the City's right and privilege to use the highway right-of-way without restriction or limitation as long as the City is using such right-of-way for public highway purposes. The City's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. City certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the City.

9. Company shall notify the City of Wichita's City Engineer at Wichita, Kansas by phone, Mike Jacobs, (316) 268-4235 five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify Mike Jacobs, City of Wichita's City Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. City Engineer in charge of said project or any authorized agent of City or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing pending final audit. Upon completion of final audit, the City will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the City and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the Company's facilities may be directly related to a City of Wichita road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the Company will reimburse the City, on demand, any sums disallowed to the City by the Federal Highway Administration, for non-compliance by the Company with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

14. At Company's request, the City will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit no monthly progress statement with an amount earned of less than $50,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the City receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the City will reimburse the Company the total amount of the final billing that City and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the City any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 17 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the City before the Company makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 15 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate 160' of 8", 464' of 6", and 544' of 4" steel natural gas pipeline and appurtenances thereto to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by Contract. (The Company has furnished the City with evidence that it is not adequately staffed or equipped to perform the work and agrees to comply with 23 C.F.R. 645 Subpart A.)

C. Estimated total cost of work to be accomplished is $124,984.63.

D. The percentage of total actual costs of completed work to be borne by the City is 100%. Salvage value to be credited to project.

E. Time for Completion of Work: 150 days after receipt of Authorization to Proceed from the City, unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located within the right-of-way of Project No. 472-84840. The Company shall take necessary and reasonable safety measures to protect the traveling public.

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol, the KDOT Bureau of Construction and Maintenance, and the City of Wichita. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

19. The Company agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 17, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The Company shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

20. The City agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The City shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____

_____

X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the COMPANY this

12th day of January 2012

COMPANY: Kansas Gas Service.

BY: _____
Teryl C Rose

TITLE: VP West Region Kansas Gas Service

ATTEST:

BY: _____

FEIN # 73-1520922

Send checks to: Kansas Gas Service
C/O Rachel Glover
1021 E 26th N
Wichita, KS 67219

Executed by the CITY this

14th day of January 2012

CITY OF WICHITA

BY: _____
Carl Brewer
Mayor, City of Wichita

ATTEST:

BY: _____

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF
DIRECTOR OF LAW

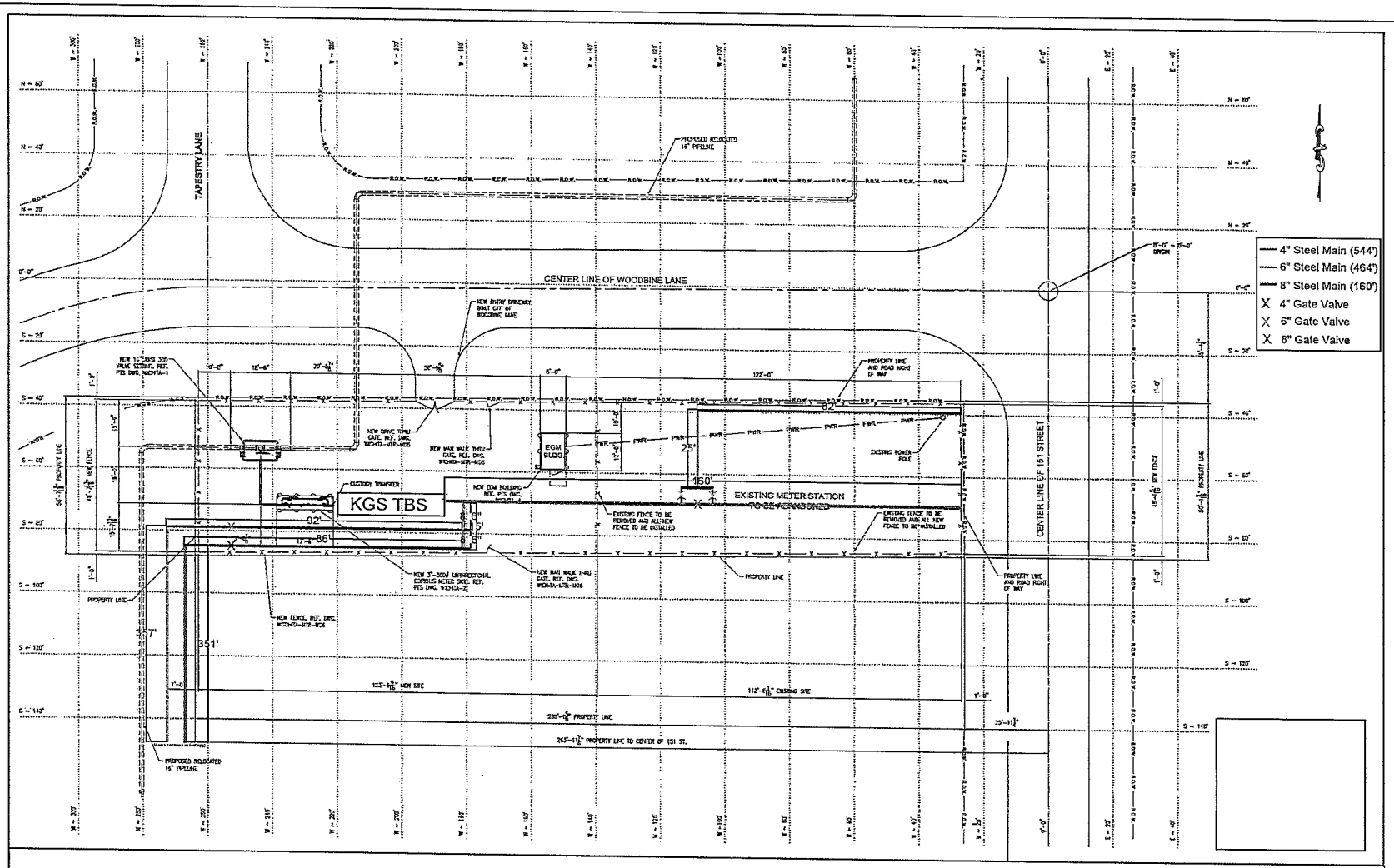


Exhibit A - Piping

Kansas Gas Service

Exhibit B – Piping

	Current Estimates Quantity	Unit Cost	Cost	Total Cost
Project Management				$ 8,202.00
Project Inspection			$ 7,402.00	
Vehicle Maintenance/Fuel			$ 800.00	
Material				$ 43,519.37
8.625" OD, 16.96#/FT, .188" wt, X-42, ERW	160 ft	$ 18.72	$ 2,995.92	
6.625" OD, 18.99#/FT, .280" wt, X-42, ERW	464 ft	$ 20.79	$ 9,646.56	
4.50" OD, 10.80#/FT, .237" wt, X-42, ERW	544 ft	$ 11.23	$ 6,110.21	
8" Gate Valve, 720# WOG	1 ea	$ 4,872.73	$ 4,872.73	
6" Gate Valve, 500# WOG	3 ea	$ 1,708.83	$ 5,126.49	
4" Gate Valve, 500#WOG	1 ea	$ 929.52	$ 929.52	
8" 3-Way Tee, SCFD, Flanged	1 ea	$ 2,138.49	$ 2,138.94	
6" 3-Way Tee, SCFD, Flanged	1 ea	$ 1,193.54	$ 1,193.54	
4" 3-Way Tee, SCFD, Flanged	2 ea	$ 568.01	$ 1,136.03	
Miscellaneous Material	1 lot	$ 9,369.45	$ 9,369.45	
Construction				$ 33,189.00
Labor - Contractor			$ 33,189.00	
Contingencies (10%)				$ 7,670.84
TOTAL COST				$ 92,581.21
Admin & General (35%)				$ 32,403.42
TOTAL COST W/A&G				$ 124,984.63
Financial Responsibility:				
Reimbursement of 100% of actual costs by City of Wichita				$ 124,984.63

Estimate prepared by Rachel Glover
for Kansas Gas Service

[20 - 30]
[25, 15 - 45]
(55) 30

	Current Estimates					
	Quantity		Unit Cost		Cost	Total Cost
Project Management						$ 8,202.00
Project Inspection				$	7,402.00	
Vehicle Maintenance/Fuel				$	800.00	
Material						$ 43,519.37
8.625" OD, 16.96#/FT, .188" wt, X-42, ERW	160 ft	$	18.72	$	2,995.92	
6.625" OD, 18.99#/FT, .280" wt, X-42, ERW	464 ft	$	20.79	$	9,646.56	
4.50" OD, 10.80#/FT, .237" wt, X-42, ERW	544 ft	$	11.23	$	6,110.21	
8" Gate Valve, 720# WOG	1 ea	$	4,872.73	$	4,872.73	
6" Gate Valve, 500# WOG	3 ea	$	1,708.83	$	5,126.49	
4" Gate Valve, 500#WOG	1 ea	$	929.52	$	929.52	
8" 3-Way Tee, SCFD, Flanged	1 ea	$	2,138.49	$	2,138.94	
6" 3-Way Tee, SCFD, Flanged	1 ea	$	1,193.54	$	1,193.54	
4" 3-Way Tee, SCFD, Flanged	2 ea	$	568.01	$	1,136.03	
Miscellaneous Material	1 lot	$	9,369.45	$	9,369.45	
Construction						$ 33,189.00
Labor - Contractor				$	33,189.00	
Contingencies (10%)						$ 7,670.84
TOTAL COST						$ 92,581.21
Admin & General (35%)						$ 32,403.42
TOTAL COST W/A&G						$ 124,984.63
Financial Responsibility:						
Reimbursement of 100% of actual costs by City of Wichita						$ 124,984.63

Estimate prepared by Rachel Glover
for Kansas Gas Service

UTILITY AGREEMENT

Dated: January 12, 2012

Sedgwick County

City of Wichita Project: 472-84840

General Location: US 54 (Kellogg Ave) @ W 151st Street

THIS AGREEMENT is entered into between the City of Wichita (City) and Kansas Gas Service, a Division of ONEOK, Inc. (Company).

WHEREAS, the City proposes a highway improvement project on Highway No. 54 and W 151st Street, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located within West Town Border Station site adjacent to W 151st street and Woodbine Lane as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the City may construct the Project and the Company may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the City, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A - Town Border (utility plans) in accordance with Paragraph 17 of this Agreement. The Company prepared Exhibit A - Town Border, which is attached to and incorporated into this Agreement.

2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the City for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B - Town Border. The Company has not included in Exhibit B - Town Border and shall not charge the City for any expense incurred in relocating those parts of the Company's facilities located on existing highway right-of-way or other public property. Exhibit B - Town Border is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities")(23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

4. The City grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A - Town Border.

5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A - Town Border, the City will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A - Town Border are subordinate to the City's right and privilege to use the highway right-of-way without restriction or limitation as long as the City is using such right-of-way for public highway purposes. The City's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. City certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the City.

9. Company shall notify the City of Wichita's City Engineer at Wichita, Kansas by phone Mike Jacobs, (316) 268-4235, five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify City of Wichita's City Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. City Engineer in charge of said project or any authorized agent of City or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing pending final audit. Upon completion of final audit, the City will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the City and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the Company's facilities may be directly related to a City of Wichita road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the Company will reimburse the City, on demand, any sums disallowed to the City by the Federal Highway Administration, for non-compliance by the Company with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

14. At Company's request, the City will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit no

monthly progress statement with an amount earned of less than $50,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the City receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the City will reimburse the Company the total amount of the final billing that City and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the City any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 17 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the City before the Company makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 15 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate natural gas pipelines and appurtenances thereto located within the West Town Border Station to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by The Company.

C. Estimated total cost of work to be accomplished is $ 192,341.66.

D. The percentage of total actual costs of completed work to be borne by the City is 100 %. Salvage value to be credited to project.

E. Time for Completion of Work: 150 days after receipt of Authorization to Proceed from the City, unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located within the right-of-way of Project No. 472-84840. The Company shall take necessary and reasonable safety measures to protect the traveling public.

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol, the KDOT Bureau of Construction and Maintenance, and the City of Wichita. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

19. The Company agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 17, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The Company shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

20. The City agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The City shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____

_____

Business Phone _____

Address (Street, City, State, Zip Code)

_____

_____

X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the COMPANY this

12th day of January 2012

COMPANY: Kansas Gas Service.

BY: _____
Teryl C Rose

TITLE: VP West Region Kansas Gas Service

ATTEST:

BY: Michelle M Kretzer

FEIN # 73-1520922

Send checks to: Kansas Gas Service
C/O Rachel Glover
1021 E 26th N
Wichita, KS 67219

Executed by the CITY this

11th day of January 2012

CITY OF WICHITA

BY: _____
Carl Brewer
Mayor, City of Wichita

ATTEST:

BY: Karen Subletet, MMC

APPROVED AS TO FORM:

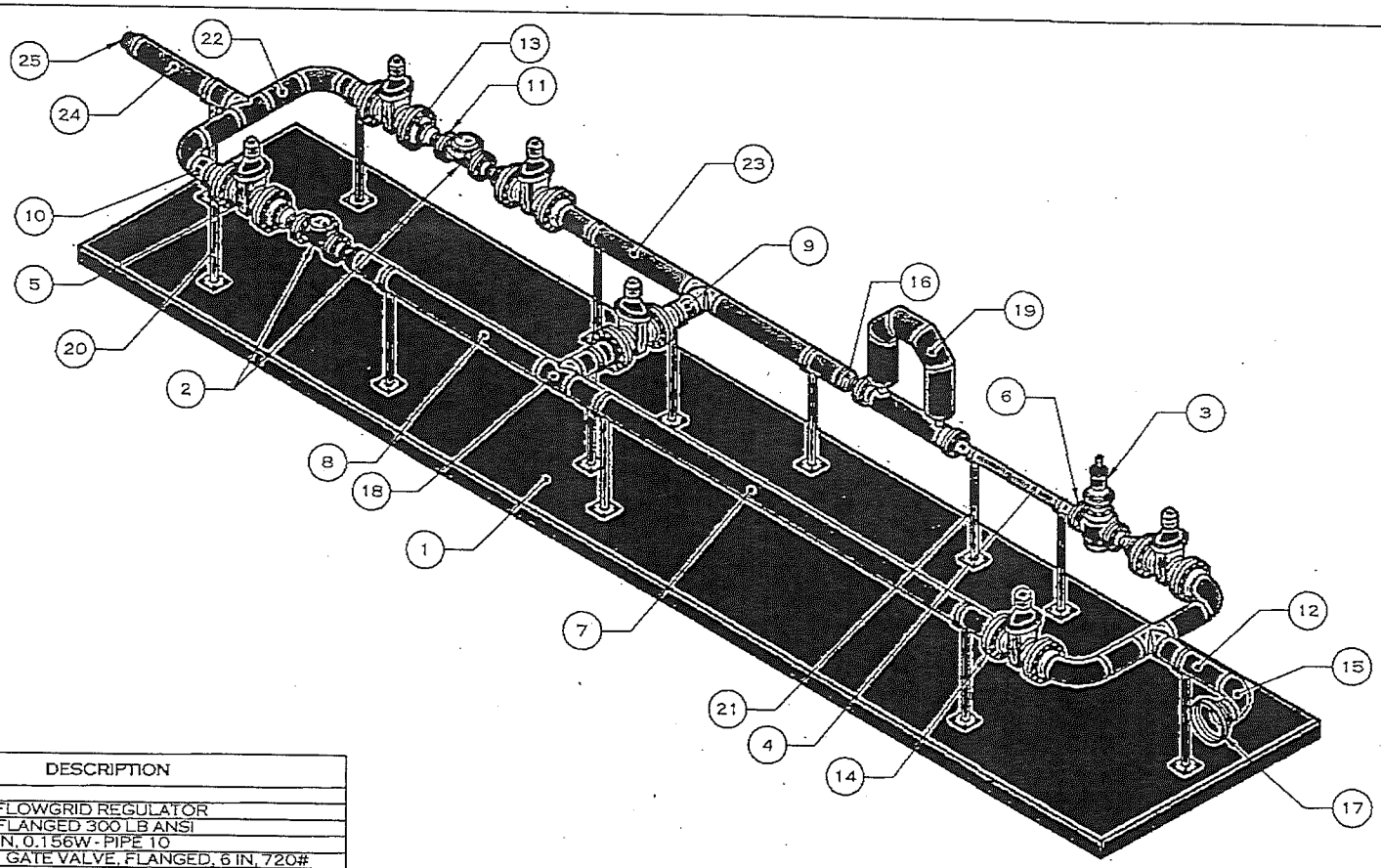
GARY E. REBENSTORF
DIRECTOR OF LAW

Exhibit B – Town Border

Current Estimates

	Cost	Total Cost
Project Management		$ 3,030.00
Vehicle Maintenance/Fuel	$ 3,030.00	
Material		$ 103,830.51
Skid with 3" Regulators	$ 37,908.00	
Pipe, Valves, and Fittings	$ 25,422.51	
Odorizer	$ 40,500.00	
Construction		$ 22,460.00
Labor - Kansas Gas Service	$ 22,460.00	
Contingencies (10%)		$ 12,629.05
TOTAL COST		$ 141,949.56
Admin & General (35.5%)		$ 50,392.09
TOTAL COST W/A&G		$ 192,341.66
Financial Responsibility:		
Reimbursement of 100% of actual costs by City of Wichita		$ 192,341.66

Estimate prepared by Rachel Glover
for Kansas Gas Service



ITEM NO.	QTY.	DESCRIPTION
1	1	SKID 2
2	2	MOONEY 3 IN FLOWGRID REGULATOR
3	1	441-57S - 3 IN FLANGED 300 LB ANSI
4	1	PIPE-STEEL, 3 IN, 0.156W - PIPE 10
5	6	KEROTEST M-1 GATE VALVE, FLANGED, 6 IN, 720#
6	2	3 IN SLIP-ON WELD FLANGE, 300#
7	1	PIPE-STEEL, 6 IN, 0.280W - PIPE 17
8	1	PIPE-STEEL, 6 IN, 0.280W - PIPE 14
9	2	PIPE-STEEL, 6 IN, 0.280W - PIPE 16
10	2	PIPE-STEEL, 6 IN, 0.280W - PIPE 13
11	6	3 IN WELD NECK FLANGE, 300#
12	1	PIPE-STEEL, 6 IN, 0.280W - PIPE 18
13	7	6 IN WELD NECK FLANGE, 300#
14	5	6 IN SLIP-ON WELD FLANGE, 300#
15	5	6 IN LONG RADIUS ELBOW
16	6	6 X 3 REDUCER, CONCENTRIC
17	1	12 X 6 REDUCER, CONCENTRIC
18	4	6 IN 3-WAY TEE
19	1	CORIOLIS METER
20	11	PIPE STAND - 6IN
21	2	PIPE STAND - 3IN
22	4	PIPE-STEEL, 6 IN, 0.280W - PIPE 12
23	2	PIPE-STEEL, 6 IN, 0.280W - PIPE 15
24	1	PIPE-STEEL, 6 IN, 0.280W - PIPE 11
25	1	6 X 4 REDUCER, CONCENTRIC

KANSAS GAS SERVICE
1021 EAST 26TH ST. N.
WICHITA, KS 67219 - 4308
(316) 832-1000

TITLE: EXHIBIT A - TOWN BORDER

APPLICATION: WEST TOWN BORDER PRELIMINARY DESIGN

MATERIAL:

FINISH: UNFINISHED

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
TOLERANCES:
FRACTIONAL ± 1/32
ANGULAR MACH ± 1°
ANGULAR BEND ± 2.5°
TWO PLACE DECIMAL ± 0.01
THREE PLACE DECIMAL ± 0.001

DO NOT SCALE

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF KANSAS GAS SERVICE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF KANSAS GAS SERVICE IS STRICTLY PROHIBITED.

DATE: 3/4/2011
REV: A
SCALE: 1:32
DRAWN BY: N. NEISES
SIZE: B
SHEET: 1 OF 1

AGREEMENT# 1

Between
Mid-Continent Market Center, L.L.C.
and
The City of Wichita, KS
for
Relocation of 16" MCMC Pipeline K-04
To Accommodate Construction of
City of Wichita Highway Project# 472-84842

RECEIVED
JUN 17 2011
CITY - ENGINEERING

Agreement No. _____

UTILITY AGREEMENT

Dated: July 12, 2011

Sedgwick County

City of Wichita Project: 472-84842

General Location: US 54 (Kellogg Ave) @ W 151st Street

THIS AGREEMENT is entered into between the City Manager of the City of Wichita and Mid-Continent Market Center L.L.C. (Company).

WHEREAS, the City proposes a highway improvement project on Highway No. 54 and W 151st Street, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located between 151st Street Stations 7+50 and 34+50 as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the City may construct the Project and the Company may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the City, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A (utility plans) in accordance with Paragraph 16 of this Agreement. The Company prepared Exhibit A, which is attached to and incorporated into this Agreement.

2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the City for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B. The Company has included Exhibit B all estimated costs anticipated in relocating those parts of the Company's facilities (16" pipeline, K-04) affected by City Highway Project 472-84842.
See Paragraph 17 D for City's pro rata share of total costs.
Exhibit B is attached to and incorporated into this Agreement.

Noted: MEN _____ for Company _____ for City

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities")(23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

4. The City grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A.

5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A, the City will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A are subordinate to the City's right and privilege to use the highway right-of-way without restriction or limitation as long as the City is using such right-of-way for public highway purposes. The City's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. City certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the City.

9. Company shall notify the City of Wichita's City Engineer at Wichita, Kansas by phone, Mike Jacobs, (316) 268-4235 five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify Mike Jacobs, City of Wichita's City Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. City Engineer in charge of said project or any authorized agent of City or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing pending final audit. Upon completion of final audit, the City will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the City and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the Company's facilities may be directly related to a City of Wichita road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the Company will reimburse the City, on demand, any sums disallowed to the City by the Federal Highway Administration, for non-compliance by the Company with the terms and conditions set out in the 23 C.F.R. 645 Subpart A, hereinbefore referred to. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

14. At Company's request, the City will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit no monthly progress statement with an amount earned of less than $50,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the City receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the City will reimburse the Company the total amount of the final billing that City and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the City any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 17 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the City before the Company makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 15 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate 2,700 of 16" steel natural gas pipeline and appurtenances thereto to clear the proposed highway construction as shown on Exhibits A, A1 and B.

B. Method of accomplishing work shall be by Contract. (The Company has furnished the City with evidence that it is not adequately staffed or equipped to perform the work and agrees to comply with 23 C.F.R. 645 Subpart A.)

C. Estimated total cost of work to be accomplished is $1,077,182.

D. The percentage of total actual costs of completed work to be borne by the City is 67%. Salvage value to be credited to project.

E. Time for Completion of Work: 150 days after receipt of Authorization to Proceed from the City, unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located within the right-of-way of Project No. 472-84872. The Company shall take necessary and reasonable safety measures to protect the traveling public.

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

19. The Company agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 16, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The Company shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

20. The City agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The City shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____

_____

X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the COMPANY this

2 day of June 2011

COMPANY: Mid-Continent Market Center L.L.C.

BY: Michel E Nelson

Michel E. Nelson

TITLE: Senior VP, Natural Gas Pipelines

ATTEST:

Kristy L. Smith

FEIN # _____

Send checks to: _____

_____

Executed by the CITY this

12 day of July 2011

CITY OF WICHITA

BY: _____

Carl Brewer

TITLE: Mayor, City of Wichita

ATTEST:

Karen Sublett, MMC

Karen Sublett, City Clerk

Gary E. Rebenstorf /AMD

Gary E. Rebenstorf
Director of Law

EXHIBIT B PIPELINE K-04 RELOCATION COST ESTIMATE

MCMC relocation project for City of Wichita Project# 472-84842
US Hwy 54 / SH 400 (W Kellogg Street) @ 151st Street West

OFS AFE#:

	Current Estimate			
	Quantity	Unit Cost	Cost	Total Cost
Project Management				$ 79,000
Project Engineering			$ 41,000	
Construction Inspection			$ 20,000	
Mill Inspection				
X-Ray Inspection			$ 8,500	
Contract Survey			$ 5,000	
Contract Pig Run (Geometry)			$ 4,500	
Vehicle Maintenance/Fuel				
Misc Supplies/Equipment				
Material				$ 285,948
16" OD, 62.58 #/ft, 0.375" wt, X-42, ERW, FBE/2040	900 ft	$ 80	$ 72,000	
16" OD, 62.58 #/ft, 0.375" wt, X-42, ERW, FBE	850 ft	$ 60	$ 51,000	
16" OD, 52.27#/ft, 0.312" wt, X-52, ERW, FBE	1260 ft	$ 50	$ 63,000	
16" Weld Ells, Std, 45°, 3R, Y-60	9 ea	$ 2,000	$ 18,000	
16" TDW stopple fitting, ANSI 600 complete	2 ea	$ 18,395	$ 36,790	
16" TDW tapping fitting, ANSI 600	2 ea	$ 5,885	$ 11,770	
2" T-O-R Fitting, ASTM A333, Grade 6,Buna-N Seals	4 ea	$ 717	$ 2,870	
Coating for field joints	1 lot		$ 10,000	
Misc Material	1 lot		$ 20,519	
Land				$ 30,500
ROW Options				
ROW / Damages			$ 12,000	
Contractor Costs			$ 6,000	
Sites				
Environmental Permitting			$ 12,500	
Construction				$ 427,780
Mainline, bypass, fittings - install, hydro test & tie-in		Lump Sum	$ 380,000	
TDW Tapping Services		Lump Sum	$ 47,780	
Contingencies (10%)				$ 74,423
TOTAL COST				$ 897,652
Admin & General (20%)				$ 179,530
TOTAL COST W/A&G				$ 1,077,182

FINANCIAL RESPONSIBILITY:
Reimbursement of 67% of **actual costs** by City of Wichita $721,711.97

Estimate prepared by RJ Dice - QIS
for ONEOK Field Services 5/20/10
rev w matl quotes 5/26/10
rev add TBS & Environmental 6/14/10
rev add TDW Fittings & services 6/26/10
rev based on survey footage 2/1/2011
**** final revision 3/21/2011 ****

N GOLDBINE
#4 ONSOR
#5
CITY OF
WICHITA
(Hwy 54) Kellogg
© 2011 Google
Google
Imagery Date: 7/13/2010
37°39'53.27" N 97°31'02.48" W elev 1398 ft
Eye alt 1940 ft

2

EXHIBIT B-4

AGREEMENT# 2

Between
Mid-Continent Market Center, L.L.C.
And
The City of Wichita, KS
For
Relocation of MCMC Wichita West Town Border Station
To Accommodate Construction of
City of Wichita Highway Project# 472-84842

Agreement No. _____

UTILITY AGREEMENT

Dated: July 12, 2011

Sedgwick County

City of Wichita Project: 472-84842

General Location: US 54 (Kellogg Ave) @ W 151st Street

THIS AGREEMENT is entered into between the Mayor of the City of Wichita and Mid-Continent Market Center L.L.C. (Company).

WHEREAS, the City proposes a highway improvement project on Highway No. 54 and W 151st Street, described above by Project Number and Location and shown on the Project Plans, and

WHEREAS, the Company is owner of certain facilities located within West Town Border Station site adjacent to W 151st street and Woodbine Lane as shown on the Project Plans (facilities) and these facilities are located on private right-of-way, in whole or in part, and not now entirely located upon existing highway right-of-way, and

WHEREAS, the Company's facilities need to be adjusted, altered, or relocated so the City may construct the Project and the Company may maintain its present services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree:

1. Upon receipt of formal written authorization from the City, the Company will proceed without unnecessary delay to make the changes to its facilities described in Exhibit A (utility plans) in accordance with Paragraph 17 of this Agreement. The Company prepared Exhibit A, which is attached to and incorporated into this Agreement.

2. Company certifies that its facilities are located on private right-of-way, in whole or in part, and are not now located entirely upon existing highway right-of-way or other public property. The estimated costs of right-of-way, preliminary engineering, labor, equipment, materials issued, materials returned, overhead and other items, as well as any credits which may be due the City for Company elected betterments, salvaged materials and extended service life (where applicable) are listed in detail on Exhibit B. The Company has not included in Exhibit B and shall not charge the City for any expense incurred in relocating those parts of the Company's facilities located on existing highway right-of-way or other public property. Exhibit B is attached to and incorporated into this Agreement.

3. This Agreement is subject to and the Parties agree to comply with 23 C.F.R. Part 645 Subpart A ("Utility Relocations, Adjustments, and Reimbursement") (23 C.F.R. 645.101 *et seq.*), 23 C.F.R. Part 645 Subpart B ("Accommodation of Utilities") (23 C.F.R. 645.201 *et seq.*), and the current Kansas Department of Transportation Utility Accommodation Policy (UAP). The UAP is incorporated by reference into this Agreement.

4. The City grants the Company the right to locate and maintain its facilities upon highway right-of-way as shown on said Exhibit A.

5. If future road work requires any changes to or relocations of Company's facilities, previously located on private right(s)-of-way but now located upon highway right-of-way as shown on Exhibit A, the City will pay the cost of such changes or relocations.

6. The Company's easement rights or other interests in the property included in the proposed highway right-of-way as shown on Exhibit A are subordinate to the City's right and privilege to use the highway right-of-way without restriction or limitation as long as the City is using such right-of-way for public highway purposes. The City's rights extend to all air rights, surface rights, and below-surface rights appropriate for the construction, operation, and maintenance of the highway. Providing the Company does not interfere with highway construction, operation, and maintenance, the Company may maintain its relocated or altered facilities; construct additional facilities under, over, through, and across the property if the Company's easement allows such construction; or perform any other act the Company's easement allows. In exercising its rights, the Company shall conform to all federal and state law, statutes, and regulations.

7. Company certifies and has provided evidence showing the Company has right of occupancy on private right-of-way by holding the fee, an easement, or other property interest. Company certifies that no deed, easement, agreement, or other document granting Company's existing right of occupancy on the private right-of-way requires Company to relocate its facilities for public purposes at Company's own expense.

8. City certifies that payment for the utility relocation does not violate Kansas law or any existing contract between the Company and the City.

9. Company shall notify the City of Wichita's City Engineer at Wichita, Kansas by phone Mike Jacobs, (316) 268-4235, five days in advance of the time it expects to start work under this Agreement.

10. The Company shall notify City of Wichita's City Engineer in charge of said project when beginning, discontinuing, resuming, and upon completing the work.

11. The method of computing the actual relocation costs shall be:

Actual and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by 23 C.F.R. 645 Subpart A.

12. Company shall keep a detailed and accurate account of all labor, materials, supplies, incidentals, and all other costs involved in performing the work for three years after the date the Company receives final payment. City Engineer in charge of said project or any authorized agent of City or the Federal Highway Administration (FHWA) shall have access at all times to such records.

13. Upon completion of the work in accordance with said plans and estimates and upon receipt of a detailed final statement of cost prepared in accordance with the 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing pending final audit. Upon completion of final audit, the City will reimburse the Company for the total amount of the final billing found eligible for payment by audit by the City and/or FHWA. It is fully understood by and between the parties hereto that the required work in connection with the Company's facilities may be directly related to a City of Wichita road project providing for Federal reimbursement of a percentage of the cost. It is further agreed and understood that the Company will reimburse the City, on demand, any sums disallowed to the City by the Federal Highway Administration, for non-compliance by the Company with the terms and conditions set out in the

23 C.F.R. 645 Subpart A, hereinbefore referred to. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

14. At Company's request, the City will reimburse the Company for 95% of the cost reflected on monthly progress statements for partially completed work. However, the Company shall submit no monthly progress statement with an amount earned of less than $50,000. The Company shall submit supporting statements with the Company's request for such intermediate progress payments.

After the Company completes the work according to the utility plans and after the City receives a detailed final cost statement that complies with 23 C.F.R. 645 Subpart A, the City will reimburse the Company for 95% of the total amount of final billing less intermediate progress payments, pending final audit. Upon completing the final audit, the City will reimburse the Company the total amount of the final billing that City and/or FHWA find eligible for payment by audit less intermediate progress payments.

The work required in this Agreement is being funded in whole or in part with federal funds. The Company will reimburse the City any sums disallowed under 23 C.F.R. Part 645 or under 48 C.F.R. Part 31 ("Contract Cost Principles and Procedures") (48 C.F.R. 31.000 *et seq.*). Sums disallowed include expenses paid for relocating the Company's facilities from existing highway right-of-way or other public property to the proposed highway right-of-way and expenses paid when the Company had an existing obligation to relocate at its own expense, among others. Local governmental units and Indian Tribal governments shall comply with OMB A-128.

15. To be eligible for reimbursement, changes in the original scope of work or additional adjustments not covered in Paragraph 17 of this Agreement shall be submitted on a supplemental agreement (or change order) and approved by the Company and the City before the Company makes such changes or adjustments.

16. Additional costs or revision in ratio or participation resulting from changes or adjustments under Paragraph 15 will become effective with submission of a final change order prior to or concurrent with final billing. Approval of such change order and/or ratio of participation will place the billing in line for audit and payment.

17. A. Description of work to be performed:

Relocate natural gas pipelines and appurtenances thereto located within the West Town Border Station to clear the proposed highway construction as shown on Exhibits A and B.

B. Method of accomplishing work shall be by Contract. (The Company has furnished the City with evidence that it is not adequately staffed or equipped to perform the work and agrees to comply with 23 C.F.R. 645 Subpart A.)

C. Estimated total cost of work to be accomplished is $ 325,559.54.

D. The percentage of total actual costs of completed work to be borne by the City is 100 %. Salvage value to be credited to project.

E. Time for Completion of Work: 150 days after receipt of Authorization to Proceed from the City, unless extended for unusually severe weather. Unusually severe weather is adverse weather that at the time of year in which it occurred is abnormal for the place in which it occurred.

F. The Company or the Company's contractor will furnish and erect the required traffic control signing and devices according to the attached Exhibits and the "Manual of Uniform Traffic Control Devices".

G. Special Provisions:

"All backfill within the highway right-of-way limits is to be compacted to a density equal to or greater than the density of the surrounding soil."

18. The Company shall maintain and pay all expenses necessary to maintain the Company's facilities located within the right-of-way of Project No. 472-84872. The Company shall take necessary and reasonable safety measures to protect the traveling public.

If the Company's maintenance obligation requires work within the highway right-of-way, the Company shall first obtain a written work permit from the proper authority. This permit shall contain reasonable regulations relating to such maintenance.

The Company may open and disturb the surface of the highway right-of-way without a work permit if an emergency exists that endangers the public's safety and requires immediate preventive action or repair. Immediately upon discovering the emergency, the Company shall notify the Kansas Highway Patrol and the KDOT Bureau of Construction and Maintenance. The Company shall request a work permit from the proper authority no later than the second working day following the emergency.

The Company shall not service its facilities from the highway, highway shoulder, or highway ramps. Exception: if an emergency exists that makes other ingress and egress temporarily impossible, the Company may use the surfaced area of the highway right-of-way to approach the distressed lines or facilities and the Company may use the surfaced shoulder for temporary parking.

19. The Company agrees to hold the City and the City's authorized representatives harmless from and indemnify the City for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the Company's failure to comply with its contract obligations under this Agreement, resulting from the Company's negligent acts, errors, or omissions in relocating its facilities as provided in Paragraph 16, or all of the above. The Company's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The Company shall have no obligation to hold the City or the City's authorized representatives harmless from and indemnify these persons for the City's or the City's representatives' own negligence.

20. The City agrees to hold the Company and the Company's authorized representatives harmless from and indemnify the Company for all claims, suits, damages (whether property damages, personal injury damages, or economic damages) and costs (reasonable attorney's fees and defense costs) resulting from the City's failure to comply with its contract obligations under this Agreement. The City's liability for personal injuries and property damage shall not exceed the liability limits in the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq*. The City shall have no obligation to hold the Company or the Company's authorized representatives harmless from and indemnify these persons for the Company's or the Company's representatives' own negligence.

21. Kansas law governs this Agreement.

22. Kansas law (K.S.A. 46-239(c)) requires this agency to report all contracts entered into with any legislator, or any member of a firm of which a legislator is a member, under which the legislator or member of the firm is to perform services for this agency for compensation. Consequently, please indicate below if this contract is being entered into with a legislator or a firm in which a legislator is a member.

_____ Yes, this contract is with a legislator or a firm in which a legislator is a member.

That legislator is: _____

Business Phone _____

Address (Street, City, State, Zip Code)

_____

_____

X No, this contract is not being entered into with a legislator or a firm in which a legislator is a member.

23. This Agreement creates no third party beneficiaries and authorizes no third party to maintain a suit for damages under this Agreement as a third party beneficiary or in any other capacity.

24. This Agreement binds the Parties and the Parties' successors and assigns.

25. In signing this Agreement, the Parties and the individual person signing represent that the person signing has the authority and capacity to execute and legally bind the respective entity to this Agreement.

Executed by the COMPANY this

2 day of June 2011

COMPANY: Mid-Continent Market Center L.L.C.

BY: Michel E Nelson
Michel E. Nelson

TITLE: Senior VP, Natural Gas Pipelines

ATTEST:
Kristy L Smith

FEIN # _____

Send checks to: _____

_____

Executed by the CITY this

12 day of July 2011

CITY OF WICHITA

BY: _____
Carl Brewer

TITLE: Mayor, City of Wichita

ATTEST:
Karen Sublett, MMC

Gary E Rebenstorf
Gary E. Rebenstorf
Director of Law

_____

2011 - Cost estimate for relocation of Line K-04 West TBS for widening project in Wichita

MCMC AFE#:

	Current Estimate				
	Quantity	Unit Cost		Cost	Total Cost
Project Management					$ 38,800
Project Engineering			$	25,000	
Construction Inspection			$	12,000	
Mill Inspection					
X-Ray Inspection			$	1,800	
Contract Survey					
Contract Pig Run (Geometry)					
Vehicle Maintenance/Fuel					
Misc Supplies/Equipment					
Material					$ 202,097
Meter Skid w/ 3" Coreolis Meter	1 ea	$79,638	$	79,638	
RTU Building	1 ea	$57,088	$	57,088	
16" Mainline Yoke Valve Setting	1 ea	$57,121	$	57,121	
6" Pipe & Fittings	1 lot	$2,500	$	2,500	
Additional Site Fencing	1 lot	$5,500	$	5,500	
Miscellaneous Material (Joint Coating, etc.)	1 lot	$250	$	250	
Land					$ 4,500
ROW Options					
ROW / Damages			$	-	
Contractor Costs			$	1,200	
Sites (Possible Site Extension)			$	2,500	
Environmental Permitting			$	800	
Construction					$ 40,000
Mainline Valve Installation, Meter & RTU Bldg		Lump Sum	$	40,000	
Installation, Hydro Test & Tie-in					
Contingencies (10%)					$ 24,660
TOTAL COST					$ 310,057
Admin & General (5%)					$ 15,503
TOTAL COST W/A&G					$ 325,560

FINANCIAL RESPONSIBILITY:
Reimbursement of 100% of **actual costs** by City of Wichita $ 325,559.54

Estimate prepared by Bryan Harding - PTS
for MCMC (3-30-11)

Kellogg (Hwy 54)
#64
CITY OF WICHITA
#64
Southbound
151st
© 2011 Google
Imagery Date: 7/13/2010
37°39'44.73" N 97°31'02.99" W elev 1404 ft
Eye alt 1940 ft

3

EXHIBIT C

SE¼ 27-27-2W
Lot 3 Blk 3 Tapestry
Meadows Second

GRANT OF RIGHT OF WAY

For and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby grant, convey and warrant unto Mid-Continent Market Center, L.L.C., hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through certain lands owned by Grantor situated in Sedgwick County, State of Kansas and specifically described as follows:

> A strip of land fifty (50) feet wide located in Lot 3, Block 3, Tapestry Meadows Second Addition, Sedgwick County, Kansas, boundary of said 50 feet wide strip identified on Exhibit A page 3 of 3 attached hereto and made a part hereof,

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of 2.5 feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

It is agreed that this Grant of Right of Way as written is assignable in whole or in part and that the above covers all agreements between the Grantor and Grantee and that no other representations have been made modifying, adding to or changing the terms of the same.

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

WITNESS the hand of the Grantor(s) this ____ day of _____, 2012.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

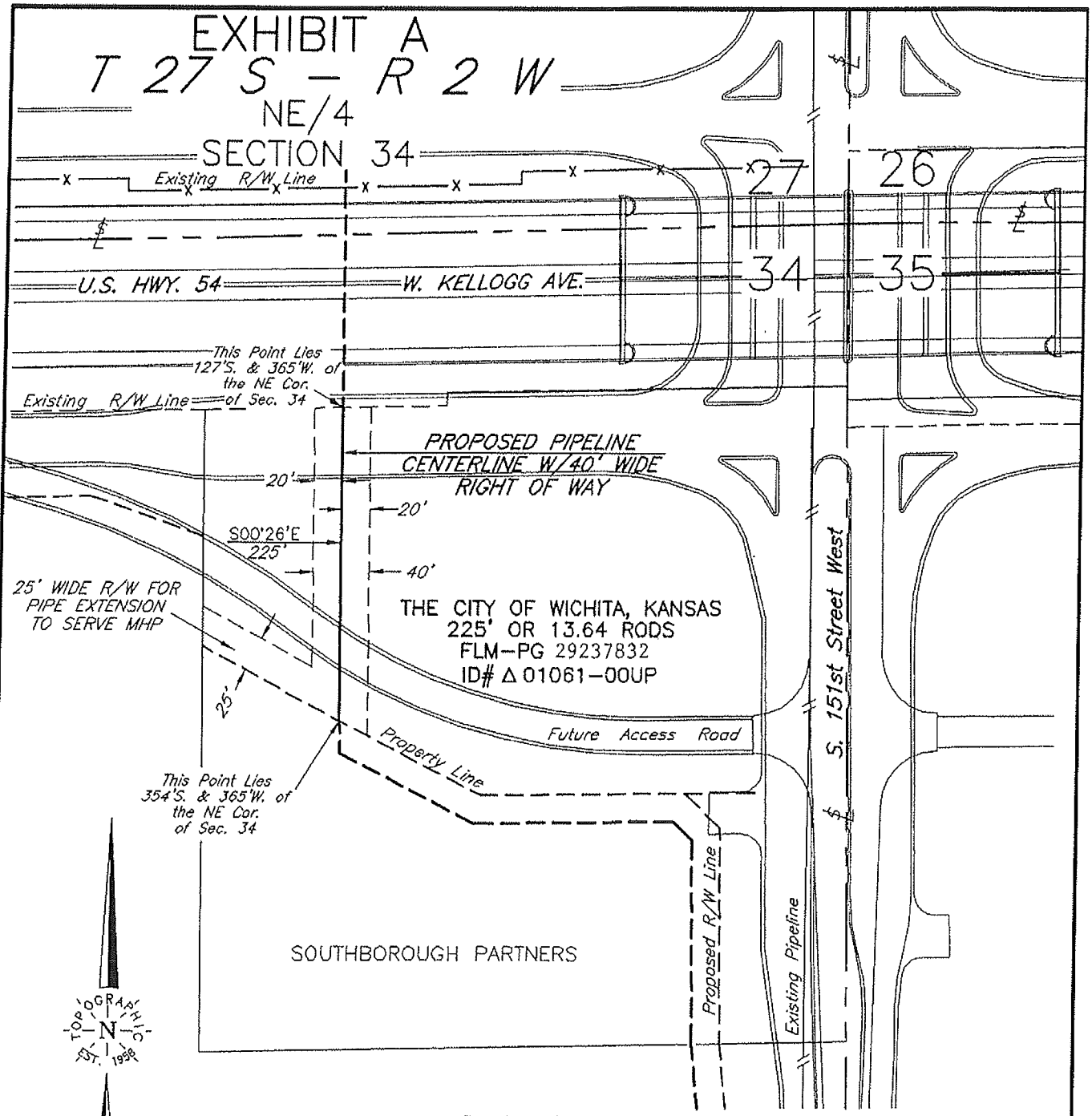
On this _____ day of _____ , 2012, before me, a Notary Public in and for said County and State aforesaid, personally appeared Carl Brewer and Karen Sublett , to me personally known, being by me duly sworn, did say that the said Carl Brewer is the Mayor, and said Karen Sublett is the City Clerk of the City of Wichita, Kansas, a municipal corporation.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law



PLAT SHOWING

PROPOSED PIPELINE RIGHT OF WAY
A TRACT OF LAND IN THE
NE/4 OF SECTION 34,
T27S–R2W,
SEDGWICK COUNTY, KANSAS

PJ.No 2011-172.05a

Page 3 of 3

SG–5a

NO.	REVISION	DATE	BY
2	General Revision	10/19/11	MK
1	General Revision	10/6/11	MK

SURV. BY: RL
DRAWN BY: MK
APPROVED BY: DWR

This plat was prepared exclusively for
MID–CONTINENT MARKETING CENTER, LLC
TULSA, OKLAHOMA
and may not be relied upon by any other entity without the written consent of Topographic Land Surveyors

SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS
6709 N. Classen, Okla. City, OK. 73116 (405) 843-4847
Certificate of Authorization No. LS-99, Exp. December 31, 2011

SCALE: 1" = 100'
DATE: 8/22/2011
FILE: G4217A8.DWG
DRAWING NUMBER: 105052-G4-217-A8
SHEET OF

EXHIBIT D

NE¼ 34-27-2W

GRANT OF RIGHT OF WAY

For and in consideration of One Dollar ($1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor does hereby grant, convey and warrant unto Mid-Continent Market Center, L.L.C., hereinafter referred to as Grantee, its successors, assigns and lessees, the right, privilege and easement to lay, construct, maintain, alter, inspect, repair, replace, protect, relocate, change the size of, operate and remove a pipe line or lines, service taps, distribution facilities, valves, regulators, and other equipment appurtenant thereto, for the transportation and distribution of oil or gas in, under, upon, across, over and through certain lands owned by Grantor situated in Sedgwick County, State of Kansas and specifically described as follows:

> A strip of land forty (40) feet wide and a strip of land twenty-five (25) feet wide located in a tract of land recorded in the Sedgwick County Register of Deeds in Film-Page 29237832 being a part of the Northeast Quarter (NE¼) of Section 34, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, boundary of said 40 feet wide strip and boundary of said 25 feet wide strip identified on Exhibit A page 3 of 3 attached hereto and made a part hereof,

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor. In exercising its right of access Grantee shall, whenever practicable, use existing roads or lanes.

Pipelines shall be laid at a minimum depth of 2.5 feet below the surface of said land of Grantor.

Grantee shall have the right to clear and keep clear brush, trees, shrubbery, roots, buildings and other obstructions which, in Grantee's judgment, may interfere with the safe, proper and expeditious laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines and facilities, or any part thereof, within or upon the above described land.

Grantor hereby covenants and agrees that no building, structure, engineering works or any other obstructions will be created, built, erected or constructed on, over or within the above described tract, and after pipe lines are in place, Grantor shall not change the topography of the terrain over the pipe lines without the prior approval and written consent of the Grantee.

Grantee shall repair any physical damage to property of Grantor, or pay any substantial damages on account of physical injury to property of Grantor, by the laying, construction, maintenance, alteration, inspection, repair, replacement, protection, relocation, operation and removal of said pipe line, lines, and facilities. Said damage, if not mutually agreed upon, shall be ascertained and determined by three disinterested persons, one to be appointed by the Grantor, one to be appointed by the Grantee, and the third to be chosen by the two so appointed. The damages determined by such persons, or a majority of them shall be conclusive as to the facts.

The Grantor, his heirs, successors, assigns and lessees, may use and enjoy the above described land, provided such use does not, in the judgment of Grantee, interfere with the uses and purposes thereof herein granted to Grantee.

It is agreed that this Grant of Right of Way as written is assignable in whole or in part and that the above covers all agreements between the Grantor and Grantee and that no other representations have been made modifying, adding to or changing the terms of the same.

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

WITNESS the hand of the Grantor(s) this ____ day of _____, 2012.

CITY OF WICHITA, KANSAS

_____
Carl Brewer, Mayor

_____
Karen Sublett, City Clerk

MUNICIPAL ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF SEDGWICK)

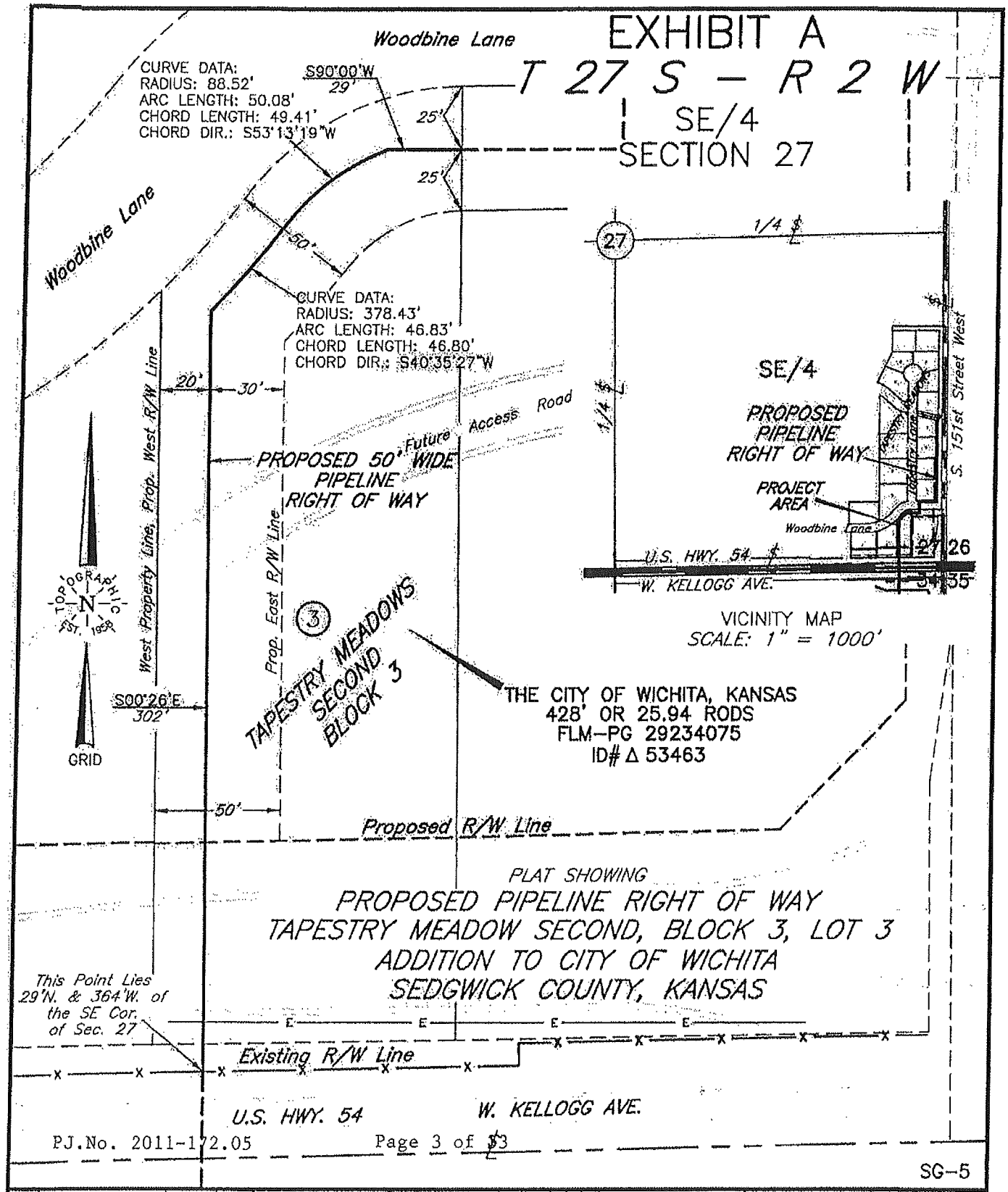
On this _____ day of _____ , 2012, before me, a Notary Public in and for said County and State aforesaid, personally appeared Carl Brewer and Karen Sublett , to me personally known, being by me duly sworn, did say that the said Carl Brewer is the Mayor, and said Karen Sublett is the City Clerk of the City of Wichita, Kansas, a municipal corporation.

WITNESS my hand and seal the day and year last above written.

_____
Notary Public

Approved as to Form:

_____
Gary E. Rebenstorf, Director of Law



PJ.No. 2011-172.05 Page 3 of 33

SG–5

NO.	REVISION	DATE	BY
1	General Revision	10/19/11	MK

This plat was prepared exclusively for
MID–CONTINENT MARKETING CENTER, LLC
TULSA, OKLAHOMA
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SURVEYING AND MAPPING BY
TOPOGRAPHIC LAND SURVEYORS
6709 N. Classen, Okla. City, OK. 73116 (405) 843–4847
Certificate of Authorization No. LS–99, Exp. December 31, 2011

SURV. BY:	RL
DRAWN BY:	MK
APPROVED BY:	DWR

SCALE:	1" = 50'
DATE:	8/23/2011
FILE:	G4217A7.DWG
DRAWING NUMBER:	105052–G4–217–A7
SHEET	OF

1500 Block South 151st

Printed: 1/25/2012 9:48:27 AM

Powered By GeoSmart.net

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.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2012 by and between ONEOK, , Inc., an Oklahoma corporation, party 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: For consideration as hereinafter set forth, the Seller(s) hereby agree(s) to convey fee title to the Buyer by Special Warranty Deed with Access Control to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

Attached as Exhibit A

It is understood and agreed that Seller(s) is/are responsible for all property taxes on the above-described property accrued prior to the conveyance of title to the Buyer.

The Buyer agrees to purchase the above-described real estate and to pay therefore the following amount upon delivery of the special warranty deed conveying said property free of encumbrance.

The Buyer hereby agrees to purchase and pay as consideration for the conveyance Thirty Thousand Dollars ($30,000).

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes set out; subject however to the Relocation Agreements between the Buyer and the Seller's affiliates, Kansas Gas Service, a division of ONEOK, Inc. and Mid-Continent Market Center, LLC. Said Relocation Agreements are attached as Exhibit B-1, B-2, B-3 and B-4

Buyer hereby agrees to convey the necessary pipeline easements to the subject site. Said easements are attached as Exhibit C and Exhibit D.

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

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 February 24, 2012.

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

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

{976673;}

SELLER:

ONEOK, INC.

_____

Title:_____

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

{976673;}

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 2121 North 135th Street West for the 135th Street from 13th Street to 21st Street Improvement Project (District V)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On April 19, 2011, the City Council approved funding to acquire right-of-way for a project to improve 135th Street West from 13th Street North to 21st Street North. The improvements will consist of widening the two lane road to three lanes. A center lane will be improved with a two-way, left turn lane and landscaped medians. Landscaping will be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 135th. The intersection at 135th Street and 21st Street will be improved with left turn lanes in each direction. Traffic signalization will be installed at the intersection if warranted at the time of construction. To facilitate the project, it is necessary to acquire the easterly twenty feet of the property identified as 2121 North 135th Street West. The proposed acquisition is a 25 foot wide strip and consists of 7,635 square feet. The property is improved with a single-family residential property. The site is improved with a 1,400 square foot, three bedroom ranch style house and shop building.

Analysis: The owner rejected the estimated appraised value of $13,360, or $1.75 per square foot. At the time of valuation, it was not known that the septic and lateral field is located south and east of the house. A portion of the lateral field is located within the proposed acquisition area. Through negotiation, the owner agreed to convey the necessary right-of-way for $54,075. This amount is comprised of $38,175 (or $5 per square foot for the land) and $15,900 as damages to the septic system. The increase in land value takes into consideration the potential for commercial development and negates any proximity issues.

Financial Considerations: The funding source is General Obligations Bonds. A budget of $55,575 is requested. This includes $54,075 for the acquisition and $1,500 for closing costs and related charges.

Goal Impact: The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

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 contract; 2) Approve the budget; and 3) Authorize all necessary signatures.

Attachments: Aerial map, tract map and real estate purchase agreement.

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this ____ day of _____, 2012 by and between Robert Ketzner and Rosemary Ketzner, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, 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:

   A parcel of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

   The West 25 feet of the East 50 feet of the South 305.4 feet of the North 610.8 feet of said Northeast Quarter. Said parcel contains 7,635 square feet, more or less, excluding existing right-of-way.

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, including any and all damages, the sum of Fifty-Four Thousand and Seventy-Five Dollars ($54,075) 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 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. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. 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.

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 February 17, 2012.

9. Possession to be given to Buyer at closing

10. Buyer and Seller hereby agree to close with Security 1st Title, Wichita, Sedgwick County, Kansas, and closing costs shall be paid 100% by Buyer and 0% by Seller.

11. Buyer agrees to reinstall two driveway approaches during construction at the same location, as they exist now. The driveway approach will be concrete and consist of a width of twenty-six feet. in front of house and a thirty ft. width in front of shop, both poured up to existing concrete.

1-25-12 RK

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

SELLER:

Robert Ketzner

Robert Ketzner

Rosemary Ketzner

Rosemary Ketzner

BUYER:
City of Wichita, KS, a municipal corporation

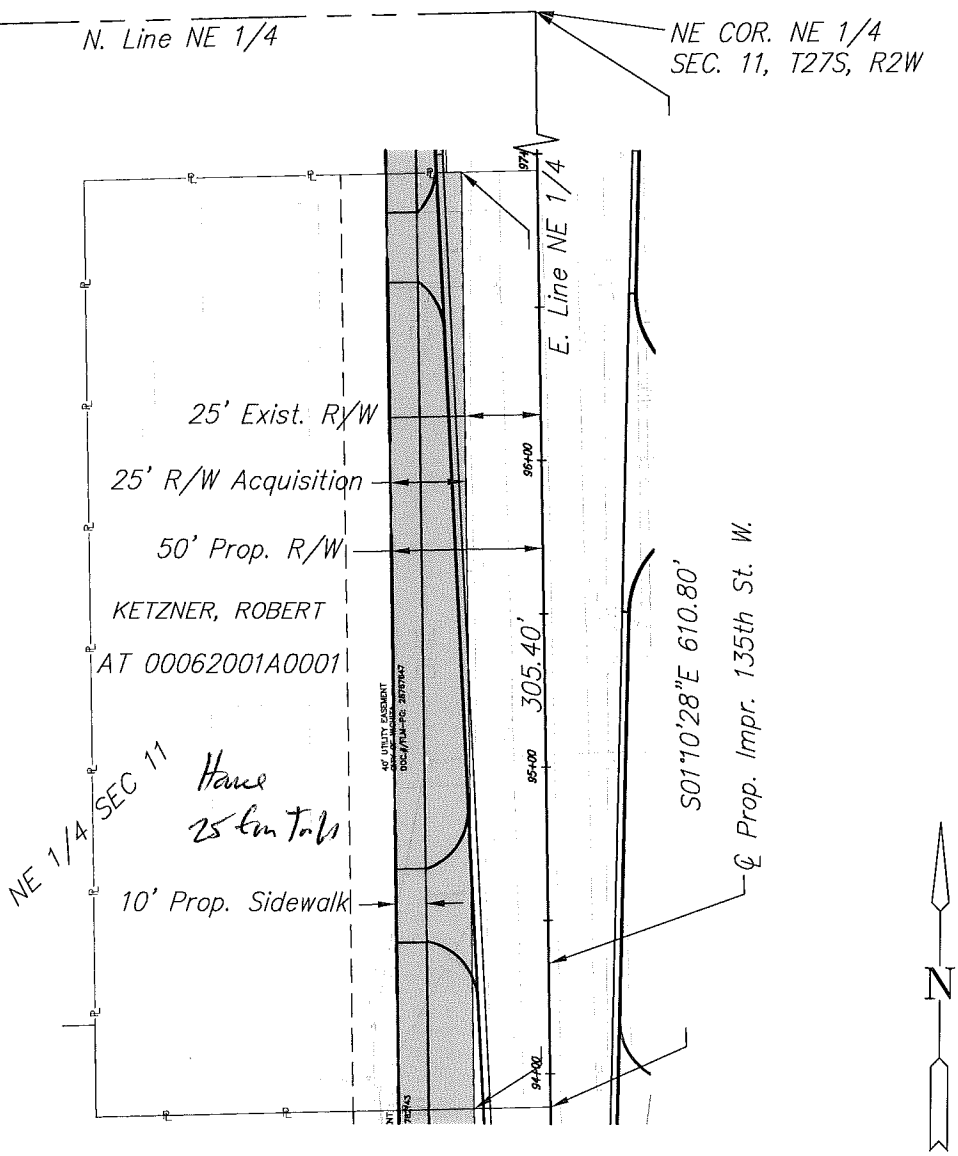
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law



SCALE: 1"=60'

0 60 120

LEGAL DESCRIPTION:

Right of Way Acquisition:

A parcel of land lying in the Northeast Quarter of Section 11, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The West 25 feet of the East 50 feet of the South 305.4 feet of the North 610.8 of said Northeast Quarter.

Said parcel contains 7,635 sq. ft. excluding existing right of way.

LEGEND

Right of Way Acquisition =7,635 sq. ft. Excluding existing right of way.

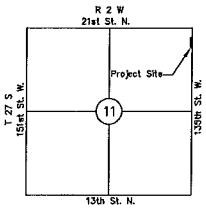
J:\CIVIL\10265\DWG\ROW-PROP\10265 TRACT MAPS ROW.DWG

Owner:

KETZNER, ROBERT
2121 N. 135TH ST W.
Wichita, KS. 67235-9556

Property Identification:

AT 00062001A0001



VICINITY MAP

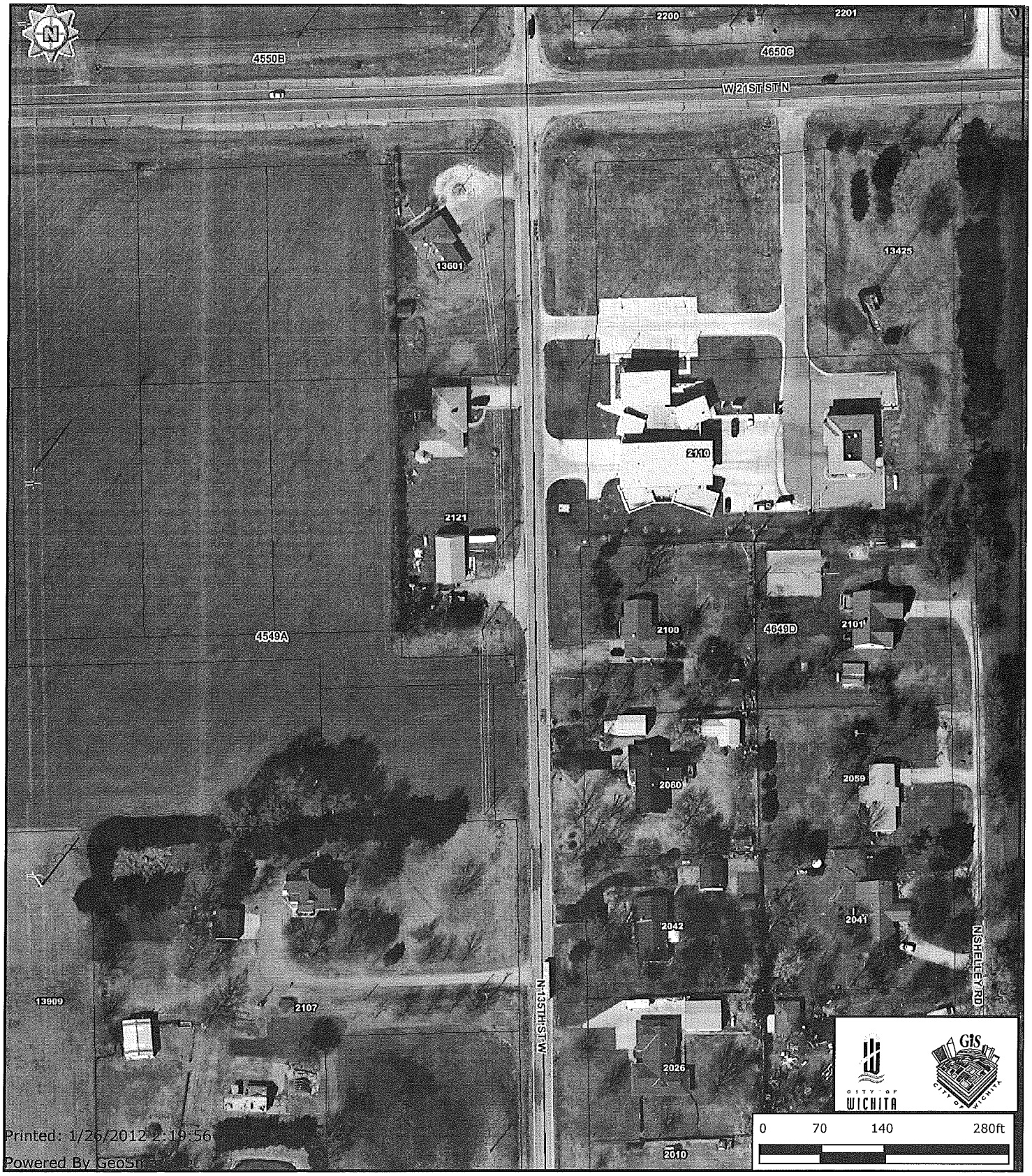
MKEC ENGINEERING CONSULTANTS
411 N. WEBB ROAD
WICHITA, KS. 67206
316 - 684 - 9600

135th ST. WEST 13TH TO 21ST ST. NORTH
PROJECT NAME

RIGHT OF WAY ACQUISITION TRACT MAP 12
SHEET TITLE

JRA	DSN	CWL
DESIGN BY:	DRAWN BY:	CHECKED BY:
MAY 2011	10265	1 / 1
DATE	JOB NO.	SHEET/OF

2121 N 135th



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Agenda Item No. II-8j

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Partial acquisition of Property at the Intersection of Curtis and Hoover for the Interstate 235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On March 1, 2011, the City Council approved the design concept to construct an interchange at Interstate 235 (I-235) and 13th Street North and associated street improvements. On May 24, 2011, the City Council approved funding to complete project design and provide funding for right-of-way acquisition. The improvements include relocating Hoover Road and developing a partial interchange for 13th Street North and I-235. The project will require the acquisition of all or part of 23 tracts. One of the tracts is a 747,865 square foot condominium development. The project will require 17,737 square feet of the common area as well as a 1,325 square foot temporary easement.

Analysis: The parcel was appraised at $10,800 consisting of $10,600 ($.60 per square foot) for the land and $200 for the temporary easement. Due to changes in proximity to the highway, it was determined that a barrier wall was required. The cost of the wall along with the cost to relocate fencing, landscaping and irrigation is estimated at $204,280. The owner has accepted the amount.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $216,080 is requested. This includes $215,080 for the acquisitions and $1,000 for title work, surveys, closing costs, and other administrative fees.

Goal Impact: The acquisition of these parcels 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 agreement as to form.

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

Attachments: Aerial map, real estate agreement, and tract map.

PROJECT: 13th Street Floodway Crossing DATE: 12/20/11

COUNTY: Sedgwick TRACT NO.: 18

CITY OF WICHITA, KANSAS

A MUNICIPAL CORPORATION

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

THIS AGREEMENT made and entered into this 24th day of January, 2012 by and between:

Sandpiper Bay Owner's Association, landowner(s), and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows: Commencing from the Southeast corner of Lot 1, Block 1, Miles Lakewood Living Addition to Wichita, Sedgwick County, Kansas; thence N00°19'29"W, along the East line of said Lot 1, a distance of 843.11 feet to the P.C. of a curve to the right; thence continuing along said East line and along said curve, having a radius of 3018.93 feet, through a central angle of 23°14'25" for a distance of 1224.54 feet to the point of beginning; thence N03°07'25"E for a distance of 32.45 feet; thence N03°42'30"E for a distance of 187.87 feet to the P.C. of a curve to the left; thence along said curve, having a radius of 45.00 feet, through a central angle of 98°42'04" for a distance of 77.52 feet to a point on the Westerly line of said Lot 1; thence N41°35'54"E, along said West line, a distance of 79.97 feet to the P.C. of a non-tangent curve to the right; thence along said curve, having a chord bearing S70°49'45"E, a chord distance of 36.49 feet, a radius of 115.00 feet, through a central angle of 18°15'17" for a distance of 36.64 feet; thence S61°42'06"E for a distance of 42.07 feet to the P.C. of a non-tangent curve to the left; thence along said curve, having a chord bearing S09°03'02"E, a chord distance of 78.59 feet, a radius of 50.00 feet, through a central angle of 103°36'43" for a distance of 90.42 feet to a point on the Easterly line of said Lot 1; thence along said Easterly line and along a curve to the left having a chord bearing S25°11'54"W, a chord distance of 240.48 feet, a radius of 3018.93 feet, through a central angle of 04°33'55" for a distance of 240.54 feet to the point of beginning, containing 0.407 acres (17,737.03 sq. ft.), more or less.

And a Temporary Construction Easement Described as Follows: Commencing from the Southeast corner of Lot 1, Block 1, Miles Lakewood Living Addition to Wichita, Sedgwick County, Kansas; thence N00°19'29"W, along the East line of said Lot 1, a distance of 843.11 feet to the P.C. of a curve to the right; thence continuing along said East line and along said curve, having a radius of

3018.93 feet, through a central angle of 23°14'26" for a distance of 1224.54 feet; thence N03°07'25"E for a distance of 32.45 feet; thence N03°42'30"E for a distance of 14.99 feet to the point of beginning; thence continuing N03°42'30"E for a distance of 160.00 feet; thence S37°23'55"W for a distance of 18.03 feet; thence S03°42'30"W for a distance of 105.00 feet; thence S10°19'40"E for a distance of 41.23 feet to the point of beginning, containing 0.030 acres (1,325.00 sq. ft.), more or less.

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

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 10 days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 17,737 square feet for right-of-way	$ 10,600
Approximately 1.325 square feet for temporary easement	$ 200
Cost to Cure including but not limited to fencing, trees, wall, sodding, irrigation, etc.	$204,280
TOTAL	**$215,080**

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

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

LANDOWNER:
Sandpiper Bay Owner's Association

Shawna Rogers

Shawna Rogers, President, Sandpiper Bay

Rev. 9-94
Form No. 1716

D. O. T.

BUYER:
City of Wichita, KS, a municipal corporation

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

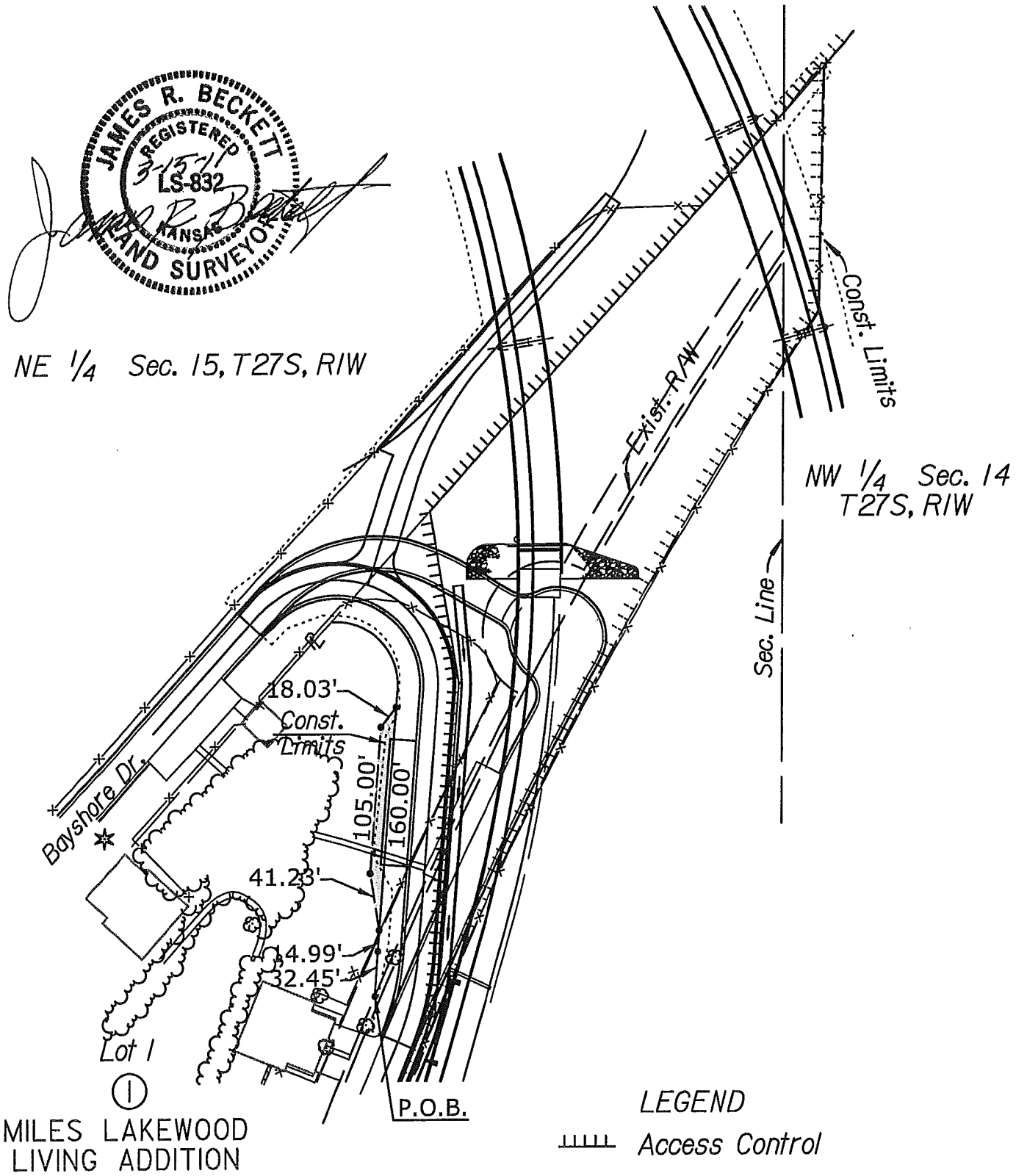
Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

TRACT #18B - D-31053

Sandpiper Bay Owners' Association
Temporary Construction Easement

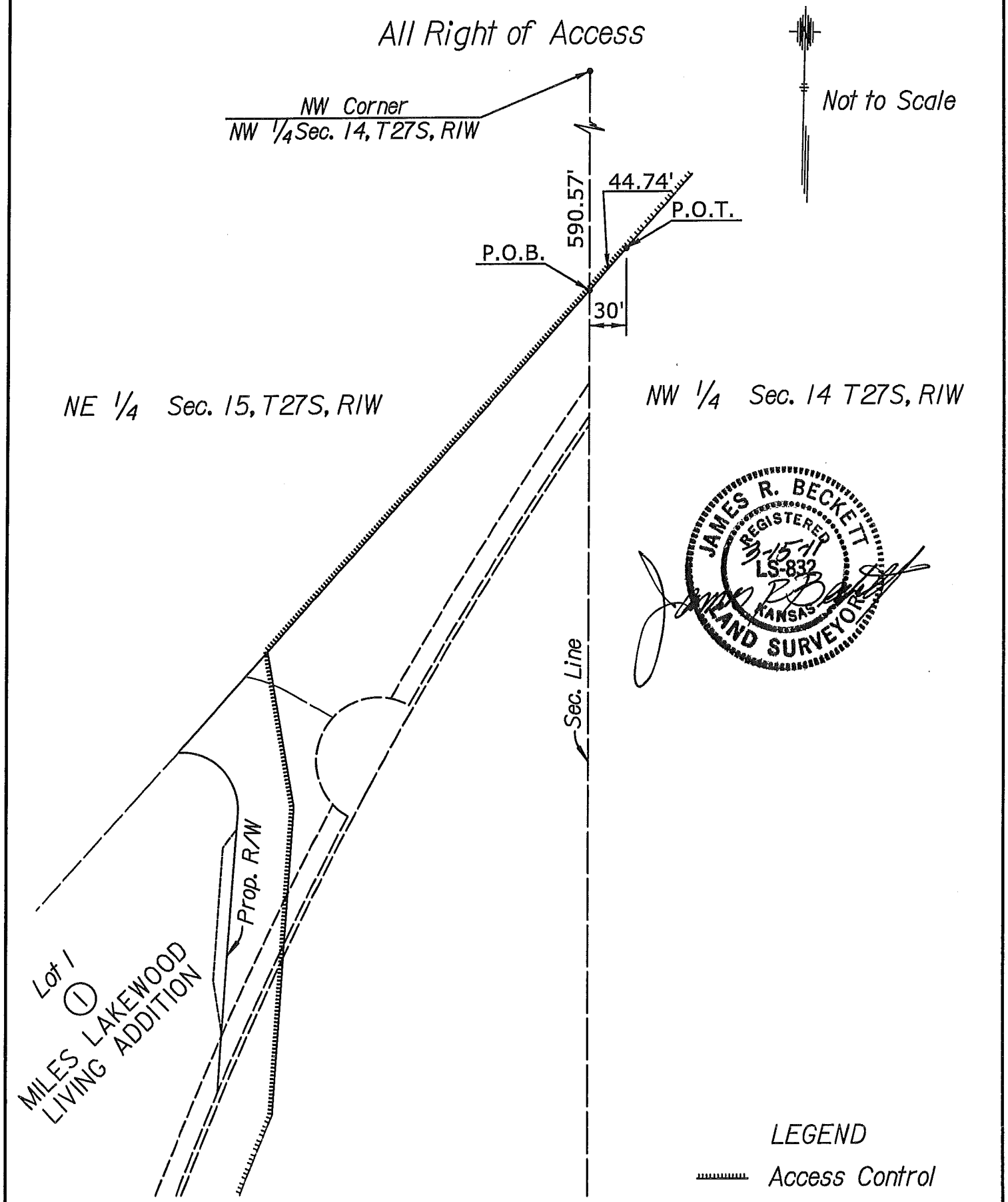
Not to Scale



March 15, 2011

TRACT #24

All Right of Access



March 15, 2011

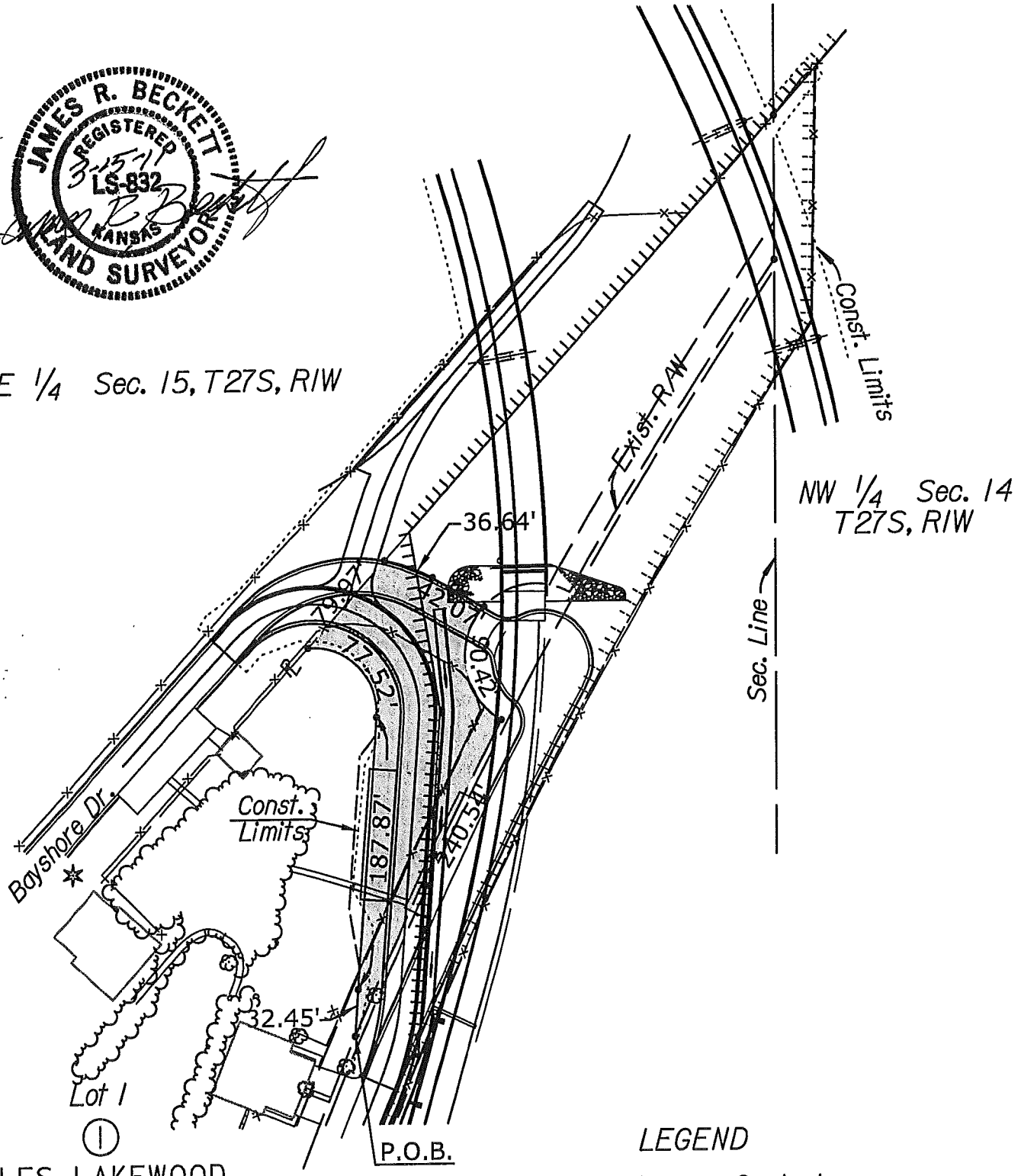
TRACT #18A - D-31053

Sandpiper Bay Owners' Association
Proposed Right of Way
(Page 2 of 2)

Not to Scale

JAMES R. BECKETT
REGISTERED
LS-832
KANSAS
LAND SURVEYOR

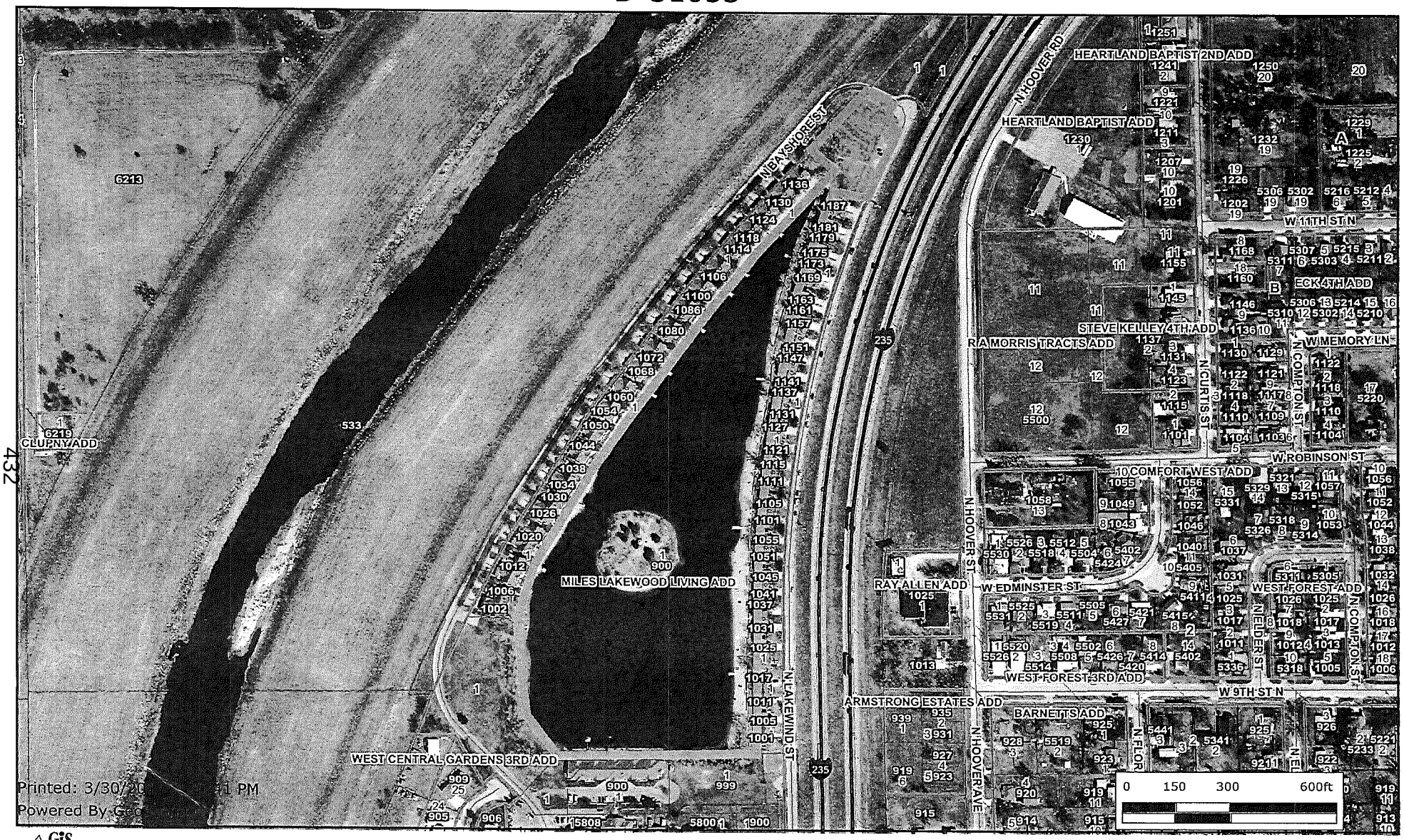
3-15-11



March 15, 2011

Sandpiper Bay Owners Association

D-31053



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DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM

TO: Karen Sublett, City Clerk

FROM: Gary E. Rebenstorf, Director of Law

SUBJECT: Report on Claims for December, 2011

DATE: January 11, 2012

The following claims were approved by the Law Department during the month of December, 2011.

Black Hills Energy, Inc.	$2,300.29
Bridges, Melissa	$ 156.68
First Student, Inc.	$ 310.70
Kansas Gas Service	$ 885.23
Klingenberg, Lester	$3,994.21
Koehn, Kendal	$1,508.45
Saad, H. Linda	$ 160.95
Sims, Joni	$3,430.00
Twin Lakes Apartments	$ 150.00

*City Manager Approval
** Settled for lesser amount than claimed
***Settled for more than amount claimed

cc: Robert Layton, City Manager
Kelly Carpenter, Director of Finance

Agenda Item No. II-12

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Cooperative Agreement with Heartland PTAC

INITIATED BY: Department of Finance

AGENDA: Consent

- -

Recommendation: Approve the 2012 Letter of Commitment and proposed budget; authorize necessary budget adjustments and signatures for cooperative agreement.

Background: The City of Wichita is committed to ensuring equal opportunity, promoting diversity and enhancing economic opportunities for Emerging and Disadvantaged businesses. It is the policy and commitment of the City of Wichita to provide Emerging and Disadvantaged businesses the maximum opportunity to participate in, compete for and be utilized by the City of Wichita in its procurement of goods and services.

The Finance Department/Purchasing Division is continuously striving to find ways to enhance and improve the Emerging and Disadvantaged Business Enterprise Program. The cooperative agreement between Heartland PTAC Missouri Southern State University and the City of Wichita as a sub-contractor increases procurement with the Kansas opportunities for Kansas businesses by providing comprehensive technical assistance to businesses interested in selling their goods and services to the federal government. The Kansas Subcenter Director, Ross Draney is located at City Hall in the Purchasing Division for accessibility for our local firms.

The mission of Heartland PTAC (HPTAC) is to identify Missouri and Kansas businesses with the potential for market expansion through Department of Defense (DoD) and other government procurement opportunities and assist those viable companies in becoming successful DoD and government contractors. This expands the industrial base and increases competition of DoD goods, which reduces the cost of maintaining a strong national security, and also enhances the economies of Missouri and Kansas.

Another important component of Heartland PTAC is the development of linkages with other programs at the federal, state, and local level. This program works in close cooperation with the Missouri and Kansas Small Business Development Centers (SBDCs') full services and technology centers. This allows participating firms to receive a full range of business development services, including business management assistance, product development and technology transfer.

Analysis: The Finance Department/Purchasing Division will be a sub contractor with Heartland PTAC Missouri Southern State University with the Kansas Subcenter Director located in the City's Purchasing Offices. This collaboration increases the range of business development services that are offered by the Emerging and Disadvantaged Business Enterprise Program. The services that Heartland PTAC provides include general procurement counseling, assistance with bidder application forms, matching of products and/or services with appropriate buying activities, bid package review, pre-award and post-award assistance, and providing specifications and other information needed to complete government bids. Without this assistance, many of the program's clients might not consider entering the federal government market.

Financial Considerations: Total cost to the City for the 12-month agreement is $ $30,771 in non-federal, in-kind matching funds. The existing EBE program budget already established and included within the Purchasing Division budget is eligible to provide the match. The City of Wichita as a sub-contractor will receive $9,878 of federal Procurement Technical Assistance Program (PTAP) funds from Missouri Southern State University. Authorize budget transfer to grant project for this cooperative agreement.

Goal Impact: The Economic Vitality and Affordable Living Goal is impacted as Wichita area businesses have accesses to potential market expansion through government procurement opportunities, enhancing the quality and diversity of jobs and providing opportunities for the City to partner with economic development stakeholders.

Legal Considerations: The 2012 Letter of Commitment has been reviewed and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council continue its relationship as a sub-contractor with Heartland PTAC Missouri Southern State University, approve the 2012 Letter of Commitment and proposed budget, and authorize the necessary budget adjustments and signatures.

Attachments: Submittal 2012 Letter of Commitment and proposed budget.

Letter of Commitment
Procurement Technical Assistance Program (PTAP)

This letter is to certify that the cash and/or in-kind contribution(s) described below are committed to the MSSU/Heartland PTAC. The contributions described will be made available to the PTAC between the dates of 2/1/2012 and 1/31/2013. The undersigned further certifies that there is no expectation of compensation in return for the donations described such as a requirement that the contribution(s) be made as a provision in a contract or purchase order.

Donor Organization: ___City of Wichita_____

Address: _455 N. Main, 12th Floor, Wichita, Kansas, 67202_____

Representative's Signature: _____ Date: _01/16/2012_____

Name & Title of Representative: _Melinda Walker, Purchasing Manager_____

Phone: _316.268.4411_____

Total cash contribution:	$1,200
Total in-kind contribution:	$29,571
Total of cash and in-kind:	$30,771

List each individual in-kind contribution below. Contributions should be fully explained to show how their value is determined. Use a continuation sheet if necessary.

List In-kind Donation(s) (e.g., Services, Goods, or Facilities Provided)	**Value Determination** (e.g., rate * hrs or sq.ft * $/sq.ft)	**Total Value**
Salaries & Fringe	See Attached	$23,250
Travel	See Attached	$1,200
Other	See Attached	$6,321

*** Note:** The PTAC must attach a document to describe the basis for valuing each in-kind donation in a clear manner such as the following: 3 bids or quotes in response to a competitive procurement process for similar cost items, sales literature, price catalogs, published schedules, independent appraisal of comparable space, rates paid for similar work within the host organization, or documented pricing for similar cost items previously paid for by the host organization.

STATEMENT FOR 2012 PROPOSED BUDGET OF CITY OF WICHITA:

We understand we are applying for 2012 budget for the federal Procurement Technical Assistance (PTA) funds from Missouri Southern State University. In return we will provide the following non-federal matching funds:

Objective Cost Category	**Federal**	**Cash Match**	**In-Kind**	**Total Budget**
a) Personnel	5,526		16,577	22,103
b) Fringe Benefits	2,224		6,673	8,897
c) Travel	1,285	1,200		2,485
d) Equipment				
e) Supplies				
f) Contractual Fees				
g) Other	843		6,321	7,164
TOTALS	**9,878**	**1,200**	**29,571**	**40,649**

b) Fringe Benefits are determined by costs of Social Security (7.65%), retirement/pension 10.2%), Workers' Compensation (.54%), unemployment compensation (.20%), health insurance ($11,749/yr), and life insurance (.40%). Personnel costs are based on negotiated percentages, which are 35% of Chris Haislett salary and 5% of Melinda Walker salary.

c) Travel for the Spring and/or Fall APTAC Conference. City Cash Match $1,200

g) Telephone line charges, instrument charges and long distance services @ $940 annually. Data Center Charges for computer access, Personal Computer networked @ $156 per month, Software Charges @ $160 per month for annual cost of $3,792 and for printing charges on network printer @ $84 annually with a cost per copy charge of .05 cents per copy, 100% for MSSU FTE @ $4,816, 35% for Chris Haislett at $1,686. Parking charges of $20 per month totaling $240 annually for access into the City Employee parking garage for the Wichita Subcenter Director MSSU Full Time Employee. Office space for Chris Haislett of 105 sq. ft. @ 11.50 per sq. ft. per year for 35% for Chris Hailseltt a total of $422 annually.

Agenda Item No. II-13

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Sidewalk Repair and Sidewalk Cleaning Assessment Program (Districts I, II, III and VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the Assessments and Ordinances.

Background: State law and City policy provide that sidewalk maintenance is the responsibility of abutting property owners. When sidewalk trip hazards are identified, property owners are required to make repairs with a contractor or with the City's contractor, or clean the sidewalk if needed. Property owners who use the City's contractor have the opportunity to spread the cost over five years as a special assessment.

Sidewalks are condemned in all districts and then listed in a logical order for the contractor to repair. This list of sidewalk repairs includes four districts. The lists do not go to the City Council until the sidewalks have been repaired.

Analysis: Ordinances have been prepared to establish authority to use special assessment funding for the current list of repaired and cleaned sidewalks.

Financial Considerations: Statements of Charges will be mailed to the property owners on February 17, 2012. The property owners have 30 days from date of statement to pay their assessment and avoid paying interest. The interest added to the principal amount will be determined by the rate at the February 2012 bond sale. The principal and interest will then be spread over 5-years and placed on the 2012 tax roll.

Goal Impact: This program addresses the Dynamic Core Area and Vibrant Neighborhood goals and the Ensure Efficient Infrastructure goal by reducing sidewalk trip hazards and improving the appearance of sidewalks.

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

Recommendation/Action: It is recommended that the City Council approve the proposed Assessments and place the Ordinances on first reading.

Attachments: Property Address – Special Assessment.

PIN #	Geo Code #	Property Address	Total Cost	District #
176714	C-31392	1062 N Armour	$262.00	2
177484	C-32375	1070 N Armour	$332.40	2
177483	C-32374	1072 N Armour	$135.60	2
177482	C-32373	1074 N Armour	$335.60	2
193688	C-46659	Rock Rd (W side, N of Champions)	$124.40	2
193689	C-46660	Rock Rd (W side, S of Champions)	$151.60	2
193111	C-46131	Rock Rd (W side, N of Mulberry)	$316.40	2
135052	C-00280-02UP	Rock Rd (W side, S of Champions)	$318.00	2
193076	C-46102	Rock Rd (W side, S of Mulberry)	$150.00	2
188494	C-42299-0001	3420 N Rock Rd	$214.00	2
188498	C-42299-0005	3450 N Rock Rd	$406.00	2
188499	C-42299-0006	Pond just N of 3450 N Rock Rd	$426.80	2
539849	C-59748	3526 N Rock Rd	$586.80	2
539850	C-59749	3530 N Rock Rd	$313.20	2
327144	C-50439	3553 N Rock Rd	$399.60	1
196770	C-49520	3527 N Rock Rd	$231.60	1
467603	C-50434-0001	3505 N Rock Rd	$436.40	1
525066	C-58888	6314/16 E Ironhorse (on Woodlawn)	$511.60	1
184543	C-39209	5704 E Ayesbury (on Edgemoor)	$134.00	1
184542	C-39208	5705 E Mainsgate (on Edgemoor)	$1,230.00	1
186533	C-40789	5604 E Mainsgate	$300.40	1
180409	C-35567	7404 Killarney (on Lawrence Ln)	$260.40	2
180395	C-35553	702 N Lawrence Ln	$727.60	2
180396	C-35554	710 N Lawrence Ln	$262.00	2
180400	C-35558	802 N Lawrence Ln	$271.60	2
180405	C-35563	902 N Lawrence Ln	$223.00	2
180406	C-35564	910 N Lawrence Ln	$393.20	2
180407	C-35565	918 N Lawrence Ln	$198.00	2
180408	C-35566	926 N Lawrence Ln	$266.80	2
196993	C-49734	9306 E Pebblebrook	$487.00	2
167363	C-21883-0002	6428 E Cottonwood	$230.00	2
163696	C-17913	1103 S Christine	$287.30	3
163692	C-17909	1127 S Christine	$132.40	3
163691	C-17908	1133 S Christine	$135.60	3
163690	C-17907	1139 S Christine	$326.00	3
163689	C-17906	1145 S Christine	$194.80	3
163688	C-17905	1151 S Christine	$302.00	3
163687	C-17904	1157 S Christine	$270.00	3
164833	C-19171	1226 S Christine	$260.40	3
164834	C-19172	1220 S Christine	$201.20	3
164835	C-19173	1214 S Christine	$292.40	3
164836	C-19174	1208 S Christine	$252.60	3
164837	C-19175	1202 S Christine	$338.50	3
164839	C-19177	1156 S Christine	$198.00	3
164840	C-19178	1150 S Christine	$210.50	3
164841	C-19179	1144 S Christine	$142.00	3
164842	C-19180	1138 S Christine	$327.60	3
164843	C-19181	1132 S Christine	$134.00	3
164845	C-19183	1120 S Christine	$249.20	3
164846	C-19184	1114 S Christine	$263.60	3
164848	C-19186	1102 S Christine	$130.80	3
170330	C-24892-0001	2008 S Green Acres Dr	$278.00	3
170331	C-24894-0001	2014 S Green Acres Dr	$262.00	3

170332	C-24895-0001	2020 S Green Acres Dr	$600.30	3
170333	C-24896-0001	2026 S Green Acres Dr	$524.40	3
170334	C-24897-0001	2032 S Green Acres Dr	$345.20	3
170335	C-24898-0001	2038 S Green Acres Dr	$201.20	3
170337	C-24901	2054 S Green Acres Dr	$135.60	3
163484	C-17701	1700 S Elpyco Ave, Funston to Osie	$16,164.00	3

PIN #	**Geo Code #**	**Property Address**	**Total Cost**	**District #**
137297	C-01531-0002	2001 N Piatt	199.71	1
112702	A-12673	3455 N Broadway	181.55	6

132100 **6 Affidavits**
6734 A82551

Published In The Wichita Eagle on **February 17, 2012**

ORDINANCE NO. 49-202

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE IMPROVEMENT OF AND PROVIDING A TAX LEVY FOR THE COST OF CONSTRUCTION OF **SIDEWALKS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of construction of sidewalks abutting the same:

Legal of Parcel in Benefit District	Assessment
THAT PART NE1/4 LY E OF WILLOWBEND 7TH ADD. & LY S OF WILLOWBEND 5TH ADD EXC WILLOWBEND 4TH ADD. & EXC ROCK RD. SEC 30-26-2E	318.00
RESERVE H & 1/2 VAC ST ADJ ON N BUILDER'S 3RD. ADD.	16,164.00
LOT 11 BLOCK 7 PURCELL'S 6TH. ADD.	270.00
LOT 12 BLOCK 7 PURCELL'S 6TH. ADD.	302.00
1OT 13 BLOCK 7 PURCELL'S 6TH. ADD.	194.80
LOT 14 BLOCK 7 PURCELL'S 6TH. ADD.	326.00
LOT 15 BLOCK 7 PURCELL'S 6TH ADD.	135.60
LOT 16 BLOCK 7 PURCELL'S 6TH. ADD.	132.40
LOT 20 BLOCK 7 PURCELL'S 6TH. ADD.	287.30
LOT 1 BLOCK 1 PURCELL'S 7TH. ADD.	260.40
LOT 2 BLOCK 1 PURCELL'S 7TH. ADD.	201.20
LOT 3 BLOCK 1 PURCELL'S 7TH. ADD.	292.40
LOT 4 BLOCK 1 PURCELL'S 7TH ADD	252.60
LOT 5 BLOCK 1 PURCELL'S 7TH. ADD.	338.50
LOT 7 BLOCK 1 PURCELL'S 7TH. ADD.	198.00
LOT 8 BLOCK 1 PURCELL'S 7TH. ADD.	210.50

LOT 9 BLOCK 1 PURCELL'S 7TH. ADD.	142.00
LOT 10 BLOCK 1 PURCELL'S 7TH. ADD.	327.60
LOT 11 BLOCK 1 PURCELL'S 7TH. ADD.	134.00
LOT 13 BLOCK 1 PURCELL'S 7TH. ADD.	249.20
LOT 14 BLOCK 1 PURCELL'S 7TH. ADD.	263.60
LOT 16 BLOCK 1 PURCELL'S 7TH. ADD.	130.80
TH PT RES A BEG 244.78 FT E SW COR RES A NLY 51.85 FT NELY 93.15 FT N 23 FT TO N LI RES A E 34 FT S 82 FTSELY 29.26 FT SLY 65.67 FT TO S LI RES A WLY 108 FT TO BEG. EASTRIDGE 2ND ADD.	230.00
SW 6 FT LOT 1 - ALL LOT 2 & NE 2 FTLOT 3 BLOCK H RESERVE ADD.	278.00
SW 48 FT LOT 3 & NE 10 FT LOT 4 BLOCK H RESERVE ADD.	262.00
SW 40 FT LOT 4 & NE 18 FT LOT 5 BLOCK H RESERVE ADD.	600.30
SW 32 FT LOT 5 & NE 26 FT LOT 6 BLOCK H RESERVE ADD.	524.40
SW 24 FT LOT 6 & NE 34 FT LOT 7 BLOCK H RESERVE ADD.	345.20
SW 16 FT LOT 7 & NE 42 FT LOT 8 BLOCK H RESERVE ADD.	201.20
LOT 10 BLOCK H RESERVE ADD.	135.60
LOT 2 BLOCK 5 2ND. ADD. TO PINE VALLEY ESTATES	262.00
LOT 1 & N 16 INCH LOT 2 BLOCK 5 3RD. ADD. TO PINE VALLEY ESTATES	335.60
LOT 2 EXC N 16 INCHES BLOCK 5 3RD. ADD. TO PINE VALLEY ESTATES	135.60

LOT 3 BLOCK 5 3RD. ADD. TO PINE VALLEY ESTATES	332.40
LOT 1 BLOCK D WOODLAWN VILLAGE 3RD. ADD.	727.60
LOT 2 BLOCK D WOODLAWN VILLAGE 3RD. ADD.	262.00
LOT 6 BLOCK D WOODLAWN VILLAGE 3RD. ADD.	271.60
LOT 11 BLOCK D WOODLAWN VILLAGE 3RD. ADD.	223.00
LOT 12 BLOCK D WOODLAWN VILLAGE 3RD. ADD.	393.20
LOT 13 BLOCK D WOODLAWN VILLAGE 3RD. ADD.	198.00
LOT 14 BLOCK D WOODLAWN VILLAGE 3RD. ADD.	266.80
BLOCK E WOODLAWN VILLAGE 3RD. ADD. EXEMPT NO. 3223-0	260.40
LOT 7 BLOCK 1 WOODLAWN PLACE 3RD. ADD.	1,230.00
LOT 8 BLOCK 1 WOODLAWN PLACE 3RD. ADD.	134.00
LOT 10 BLOCK 2 WOODLAWN PLACE 5TH. ADD.	300.40
S 215 FT LOT 1 EXC E 391.81 FT BLOCK 5 STONEHEDGE ADD.	214.00
BEG 436 FT N SW COR LOT 1 E 332.42 FT S 188.15 FT E 80 FT SE 75.38 FT W 406 FT NW 42.43 FT W 44.11 FT N 190 FT TO BEG BLOCK 5 STONEHEDGE ADD. 1.72A M/L	406.00
BEG NW COR LOT 1 E 425.09 FT S 35 FT SW 277.5 FT S 9.07 FT W 245.38 FT N 256.3 FT TO BEG BLOCK 5 STONEHEDGE ADD.	426.80
RESERVE A EXC BEG NW COR LOT 29 TH N 30 FT E 79.45 FT SE 104.20 FT SW 28 FT TO ELY COR LOT 29 NW 89.02 FT W 68.30 FT TO BEG BLOCK 1 WILLOWBEND THIRD ADD	150.00

RESERVE A WILLOWBEND FOURTH ADD.	316.40
RESERVE A WILLOWBEND FIFTH ADD.	124.40
RESERVE B WILLOWBEND FIFTH ADD.	151.60
LOT 4 BLOCK 1 COMOTARA POWER CENTER ADD.	231.60
LOT 24 BLOCK 5 PEBBLEBROOK ADD.	487.00
LOT 6 BLOCK 1 COMOTARA POWER CENTER 2ND. ADD.	399.60
THAT PART LOT 1 BEG NE COR LOT 4 SAID LOT TH N 224.42 FT W 250 FT S 224.42 FT E 250 FT TO BEG BLOCK 1 COMOTARA POWER CENTER 2ND ADD	436.40
LOT 36 BLOCK 1 IRONHORSE AT OXFORD ADD.	511.60
LOT 1 BLOCK A STONEHEDGE 3RD ADD.	586.80
LOT 2 BLOCK A STONEHEDGE 3RD ADD.	313.20

SECTION 2. The costs of constructing, reconstructing, and repairing abutting sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2012**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

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

ADOPTED, at Wichita, Kansas, this **14th day of February, 2012**.

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

132100 **6 Affidavits**
6741 A82881

Published In The Wichita Eagle on **February 17, 2012**

ORDINANCE NO. 49-203

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PROVIDE A TAX LEVY FOR THE COST OF **SIDEWALK CLEANING** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sum set opposite each of the following lots, pieces, tracts and parcels of land or ground herein specified, be and the same are hereby levied to pay the cost of sidewalk cleaning:

Legal of Parcel in Benefit District	Assessment
LOTS 25-26-27-28-29 EXC E 25 FT FORST BLOCK 11 JONES PARK ADD.	181.55
LOTS 93-95 PIATT AVE. PARKVIEW ADD.	199.71

SECTION 2. The costs of cleaning sidewalks hereof have been financed out of funds provided for in the maintenance of street general improvement fund. The sums so assessed and apportioned against the several lots and parcels of land as set out in Section 1 hereof and not paid within thirty (30) days from the date of publication of this ordinance shall be collected by special assessment upon the property liable therefor in five installments, the first of said installments to be extended upon the tax roll for the year **2012**, and one installment for each year thereafter for the full term of five years, each special installment shall include interest at the rate not to exceed the rate allowed by law and authorized by the City of Wichita Charter Ordinance No. 88 for projects funded from the maintenance of streets general improvement fund. Special assessment installments shall be certified to the County Clerk and shall be levied and collected in the same manner as other taxes.

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

ADOPTED, at Wichita, Kansas, this **14th day of February, 2012.**

_____
Carl Brewer, Mayor

ATTEST:

_____
Karen Sublett, City Clerk

(SEAL)

Approved as to form:

_____
Gary E. Rebenstorf, Director of Law

Agenda Item No. II-14

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: South Meridian Corridor Plan Contract

INITIATED BY: Wichita Area Metropolitan Planning Organization (WAMPO)

AGENDA: City Council (Consent)

Recommendation: As fiscal agent, approve contract with Baughman Company, P.A. for the South Meridian Corridor Plan consulting services.

Background: On October 11, 2011, the WAMPO Transportation Policy Body (TPB) directed staff to pursue a contract with consultants to develop the South Meridian Corridor Plan. The extent of the South Meridian Corridor Plan is on South Meridian Avenue in Haysville and unincorporated Sedgwick County from ¼ mile north of 55th St. South to 1/8 mile south of 95th St. South. The preferred vender, Baughman Company, P.A. was selected for the South Meridian Corridor Plan consulting services. Attached is the contract between WAMPO and Baughman Company, P.A. to provide the desired services.

Analysis: The City of Wichita is the fiscal agent for the WAMPO. Professional consulting services are sought to develop the South Meridian Corridor Plan. The results of the South Meridian Corridor Plan will provide mechanisms to guide development and future transportation improvements.

Three (3) proposals were received in response to the Request for Proposals (RFP). Baughman Company, P.A. was chosen by the 12 member consultant selection committee comprised of representatives from the Kansas Department of Transportation, WAMPO Transportation Policy Body, Technical Advisory Committee, Cities of Wichita and Haysville, Wichita Transit Advisory Board, Sedgwick County Association of Cities, and WAMPO staff.

Financial Considerations: This contract is for a total not to exceed $61,500. WAMPO's federal Consolidated Planning Grant (CPG) funds will be used to pay 80 percent of the costs associated with the contractual services ($49,200). A combination of Federal Fund Exchange (FFE) and Kansas Department of Transportation (KDOT) toll credits will account for the 20 percent matching funds ($12,300).

Goal Impact: Efficient infrastructure.

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

Recommendations/Actions: It is recommended that the City Council approve the selection of Baughman Company, P.A. to complete the South Meridian Corridor Plan and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

Attachment: Consultant contract

AGREEMENT FOR PROFESSIONAL SERVICES

South Meridian Corridor Plan
Consultant Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2012, by and between the Wichita Area Metropolitan Planning Organization, (hereinafter referred to as "the Client"), and Baughman Company, P.A., (hereinafter referred to as "the Consultant").
WHEREAS, the Client wants to contract for services to support the development of a South Meridian Corridor Plan, has publicly solicited proposals for the same, and the Consultant has presented the best combination of services from among the vendors presenting proposals. Therefore, the Client wishes to contract with the Consultant for those services. The Agreement is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). The services performed under any resulting agreement shall comply with all federal, state, and the City of Wichita laws and regulations. In addition, this Agreement will be subject to the requirements of 49 CFR 18 and cost eligibility reimbursement will be subject to 48 CFR 31.2; and
WHEREAS, the Consultant has the knowledge, experience, and expertise in transportation planning to undertake this Project on behalf of the Client; and
WHEREAS, the Client desires to retain the services of the Consultant to provide support in the development and completion of the South Meridian Corridor Plan.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:
1. DESCRIPTION OF SERVICES. The Consultant will provide the services and deliver the documents required to complete the South Meridian Corridor Plan as outlined in the Scope of Services set forth in Exhibit C and as follows.

- **A.** To make available during regular office hours, all calculations, maps, drawings, and all other appropriate forms of representation such as the Client may wish to examine periodically during performance of this Agreement.
- **B.** To attend meetings with the Client and other local, state, and federal agencies as necessitated by the Scope of Services as set forth in Exhibit C, which by this reference is incorporated and made a part of this Agreement.
- **C.** To save and hold the Client harmless against all suits, claims, and losses arising from or caused by errors, omissions, or negligent acts of the Consultant, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Agreement.
- **D.** To maintain books, documents, papers, accounting records, and other evidence pertaining to costs incurred by the Consultant and, where relevant to method of payment, to make such material available to the Client.
- **E.** 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.
- **F.** To be responsible for the professional and technical accuracies and the coordination of all designs, maps and presentations, drawings, specifications, plans, and/or other work or material furnished by the Consultant under this Agreement. The Consultant further agrees that all designs, drawings, specifications, plans, and other work or material furnished by the Consultant, its agents, employees, and subcontractors, under this Agreement, including any additions, alterations, or amendments thereof, shall be free from negligent errors or omissions.

2. PERFORMANCE OF SERVICES. The Consultant shall determine the manner in which its services hereunder are to be performed and the specific hours to be worked in performing such services; provided, the Consultant will provide requested services and delivered documents as agreed between the Client and the Consultant in Exhibit C.

3. PROMPT PAYMENT. The Client will compensate upon finding that services and deliverables provided by the Consultant are acceptable under the terms of the Agreement for the direct hours worked by the Consultant's employee(s) at the rates set forth in Exhibit D, Fee Schedule, which by this reference is incorporated and made a part of this Agreement. The Client will compensate the Consultant upon finding that costs are acceptable under the terms of the Agreement for material and other direct costs specified in the Scope of Services and for reasonable expenses, including travel, incurred as a direct result of the Consultant's performance of services. The actual cost shall be incurred in conformity with the cost principles established in 23 CFR 172 and 48 CFR et seq. Unless acceptable by the Client, the maximum cost not-to-exceed dollar amount for the compensation for services detailed in this Agreement is $61,500. Final billing for the project including reimbursable expenses for the time they are productively engaged in work necessary to fulfill the terms of this Agreement must be submitted to the Client by December 14, 2012. During the progress of work covered by this Agreement, payments will be made to the Consultant at intervals of 30 days based on the statements provided by the Consultant itemizing the number of hours of work performed, the percentage of the services hereunder completed, and in compliance with the Fee Schedule as set forth in Exhibit D, a copy of which is attached hereto and incorporated herein by reference. The Client will make payment within 30 calendar days of a reconciled and approved invoice reflecting deliverables as outlined by the scope of work. The Consultant will negotiate with the Client if there are any changes in deliverable dates. Furthermore, within 10 calendar days after receiving payment from the Client for approved, subcontract work, the Consultant shall pay subcontractors for their work.

In addition, the Consultant agrees that;

- **A.** The reimbursement for the professional services required by this Agreement as stated in the scope will be based on the Consultant's actual costs, which can be less than the estimated amount. If additional work beyond the scope should be necessary, the Client will negotiate with the Consultant if there are any changes in the deliverables. 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 Client and the Consultant.
- **B.** The Client will inform the Consultant within 45 days of any dissatisfaction with deliverables or invoicing and will reimburse to the Consultant any withheld payment upon completion of the associated work effort to the Client's satisfaction.
- **C.** The Client may withhold reimbursement of payment at the end of each 30-day cycle in the situation where deliverables applicable to the invoiced amount get delayed by more than two weeks without the Client's approval. Any payment withheld will be proportional to a reasonable estimate of the work effort that may be delayed. Reimbursement will be made promptly upon completion of the associated services to the satisfaction of the Client. The Consultant will not be responsible or held liable for delays occasioned by the actions or inactions on the part of the Client or for other unavoidable delays beyond the control of the Consultant.
- **D.** At scheduled project meetings the Consultant will review with the Client the Consultant's progress with regard to both completed and ongoing work efforts. Progress will be assessed with regard to the status of completion of deliverables that are ongoing and the Consultant's efforts to resolve issues that may affect schedule. Deliverables as identified within the Scope of Services will be discussed as well as any known project issues that may be beyond the control of the Consultant that could affect the schedule. The Client may withhold payment in part or in whole for services not completed or for which work progress is not proportional to the level of effort invoiced. Any withheld payment will be proportional to the effort deemed necessary to bring the associated tasks or deliverables up to the level of effort that has been invoiced.

4. CASH BASIS AND BUDGET LAWS. The right of the Client to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other applicable laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the Client shall at all times stay in conformity with such laws, and as a condition of this Agreement the Client reserves the right to unilaterally sever, modify, or terminate this

Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

5. INDEMNIFICATION AGREEMENT. The Consultant agrees to fully indemnify, defend, and hold harmless the Client, its officers, employees, and volunteers from any and all loss, damage, liability, claim, demand, or cause of action whatsoever to the extent arising out of or resulting from or alleged to have arisen out of or have resulted from any negligent act or omission or willful misconduct of the Consultant, its officers, employees, independent contractors, or representatives in the performance of this Agreement.

6. TERM/TERMINATION. This Agreement shall run for the life of the project effective the date of the final signature of this Agreement. This Agreement shall terminate upon the satisfactory completion by the Consultant of the services and documents required to be provided hereunder, or at any time upon 20 days written notice of cancellation by the Client. Upon receipt of such notice of termination the Consultant shall discontinue and cause all such work to terminate upon the date specified in the notice from the Client. The Consultant will be entitled to compensation for actual effort performed up to the date of termination. Any invoice for completed work or termination claim must be submitted to the Client within thirty (30) days after the effective date of termination. In the event of termination, such information prepared by the Consultant to carry out this Agreement, including data, studies, surveys, records, drawings, maps and reports shall, at the option of the Client, become the property of the Client and be immediately turned over to the Client. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

7. PROPRIETARY MATERIALS. Upon the successful completion of Agreement, all data provided by the Client, and any new data collected by the Consultant under this Agreement will be returned to the Client. The Consultant agrees to not keep copies of the provided or collected data after the successful completion of the Agreement for any other use, or transfer data to any other party without the written approval from the Client.

8. RELATIONSHIP OF PARTIES. It is understood and agreed that the Consultant is an independent contractor.

9. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficient if delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

For the Client: Brenton Holper
WAMPO
455 North Main, 10th Floor
Wichita, Kansas 67202

For the Consultant: Russ Ewy
Baughman Company, P.A.
315 Ellis
Wichita, KS 67211

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, either oral or written. This Agreement supersedes any prior written or oral agreement between the parties pertaining to the same subject matter.

11. AMENDMENT. This Agreement may be modified or amended if the modification or amendment is made in writing and signed by the Client and the Consultant.

12. SEVERABILITY. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds any provision of this Agreement is invalid or unenforceable, but by limiting the applicability of such provision the entire Agreement would be valid and enforceable, then such provision shall be deemed to be written, construed and enforced as limited.

13. NO WAIVER OF CONTRACTUAL RIGHTS. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

14. APPLICABLE LAW. This Agreement shall be governed by the law of the State of Kansas. Venue shall lie in Sedgwick County District Court.

15. CONTRACTUAL PROVISIONS ATTACHMENT. The Provisions found in Exhibit A (City of Wichita Revised Non-Discrimination and Equal Employment Opportunity/Affirmative Action Program Requirements Statement for Contracts or Agreements), Exhibit B (State of Kansas Department of Administration DA-146a (Rev. 1-01) Contractual Provisions Attachment, Exhibit E (DBE Special Attachment No. 1 – Title VI assurance), Exhibit F (DBE Provision 07-18-80-R26), and Exhibit G (DBE Provision 07-19-80-R12 (MPO), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof, and are effective as to all parties. All other exhibits, labeled Exhibit A through Exhibit G, to this Agreement are incorporated by reference and are as fully effective on all parties as if set forth here at length.

Approved as to form:

By_____ _____
Gary E. Rebenstorf Date
City Attorney, City of Wichita

WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:

_____ _____
Tim Norton Date
Transportation Policy Body Chairperson

CITY OF WICHITA AS FISCAL AGENT:

_____ _____
Carl Brewer Date
City of Wichita Mayor

ATTEST:

_____ _____
John Schlegel Date
WAMPO Secretary

Baughman Company, P.A.

_____ _____
Philip J. Meyer Date
Vice President, Baughman Company P.A.

EXHIBIT A

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

During the term of this Agreement, 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 Agreement, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated there under.

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 Agreement 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 Agreement 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 Agreement, 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 Agreement, 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 Agreement and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars ($5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.

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

EXHIBIT B

State of Kansas
Department of Administration
DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said Agreement being the _____ day of _____ 2012.

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 Agreement in which this attachment is incorporated.
2. **Agreement With Kansas Law**: All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 Agreement, 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 Agreement. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability**: Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
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 Agreement 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 Agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration. Parties to this Agreement understand that 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 Agreement 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 Agreement 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 shall be allowed to find the State or any agency or municipality thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract**: By signing this Agreement, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this Agreement 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 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 Agreement.
10. **Insurance**: The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the State to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information**: **No provision of this Agreement 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 Agreement shall be deemed a waiver of the Eleventh Amendment."

EXHIBIT C

Scope of Services

Task 1.1: Project management – the consultant will provide a project management plan that:

- Integrates activities with the WAMPO Project Manager.
- Includes a schedule that will meet all requirements contained in this RFP. The schedule shall include tasks and subtasks to accommodate the project timeline, which has the project completed and final billings received by WAMPO by December 14, 2012.
- Includes significant involvement with Haysville, Sedgwick County, WAMPO, KDOT, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA), and other state and federal agencies as appropriate.
    - Establish an Advisory Group (primarily consisting of elected/appointed officials).
    - Establish a Core Group (primarily consisting of technical staff) that will meet on a monthly basis to guide project development.
    - Bi-weekly project progress conference calls (which includes: WAMPO, City of Haysville, and the Consultant).
- Includes time to attend and give presentations to City of Haysville and WAMPO committees.
- Clearly indicates how the development of the South Meridian Corridor Plan will be performed, including timeline and milestones.
- Suggests methods to communicate the South Meridian Corridor Plan process, analysis, decision making, conclusions, and recommendations in an understandable, meaningful manner.

Deliverable:
• Agendas and minutes for each meeting, circulated to team members

Task 1.2: Project Kick-off Meeting – the consultant will:

- Meet with the Core Group to finalize the schedule for the project as well as goals and expectations.
- Identify critical success factors and goals WAMPO and City of Haysville want to achieve.
- Finalize plans for meetings or workshops and additional elements of the community participation strategy.

Deliverables:

- Project schedule, team directory and work plan.
- Memorandum outlining the goals and critical success factors for the project.
- Memorandum outlining anticipated stakeholder involvement process.
- Meeting minutes from the kick-off meeting.

Task 2 – Inventory and Analysis of Existing Conditions

Task 2.1: Document Review & Data Collection – the consultant will:

- Review and summarize all necessary existing planning and design documents in order to understand potential opportunities and constraints for the study area and how previous studies relate to the desire to create an improved transportation plan for the South Meridian Corridor.
    - Applicable documents may include:
        - City of Haysville Comprehensive Plan,
        - Metropolitan Transportation Plan 2035,
        - City of Haysville Safe Routes to School Plan,
        - South Area Transportation Study,
        - South Broadway Corridor Plan,
        - WAMPO Congestion Management Process,

- WAMPO Regional Pathways System Plan,
- WAMPO Safety Plan, and
- Sedgwick County Drainage Project No. D-21.

Deliverables:

- Summary memorandum of documents reviewed, outlining key recommendations, including ideas for related improvements that will guide the South Meridian Corridor study.
- Summary memorandum outlining existing infrastructure in the South Meridian Corridor.

Task 2.2: Existing Physical Conditions Analysis and Base Map Preparation – the consultant will:

- Perform an existing conditions analysis, including the following information:
  - Existing land-use patterns.
  - Performing and under-performing uses in the neighborhood.
  - The condition of existing transportation infrastructure for all travel modes (including sidewalks).
  - Circulation and access (pedestrian, bicycle and vehicle).
  - Existing and planned entertainment uses in the area (impact of the new Kansas Star Casino).
  - Parks, public uses and open spaces; historic cultural resources.
  - Easements, setbacks, right of ways.
  - Future land uses and zoning.
  - Important viewsheds and scenic opportunities.
  - Access to utilities and infrastructure.
  - Traffic count information accident (crash) data.
  - Information concerning existing levels of service (LOS).
  - Current conditions and performance of traffic signals and signal spacing.

- Map and diagram the items above. This will include the following:
  - Transportation facilities map, with right-of-way, lane widths and facilities for non-motorized travel.
  - Existing zoning and land use maps.
  - Inventory and analysis drawing of existing pedestrian facilities.
  - Memorandum summarizing existing signage and wayfinding conditions.

- Conduct an analysis of existing transportation patterns in the study corridor, for the following two travel modes:
  - Auto Circulation – Traffic counts will be used along with an assessment of the local street hierarchy and access patterns to define the existing functions of South Meridian (through traffic versus local access), key traffic generators, parking utilization patterns, and key access routes. The Consultant will provide current traffic count information for the corridor and will supplement this data with any additional available traffic data from other sources.
  - Pedestrian Circulation – Pedestrian trip generators (land uses, transit stops, parking areas) will be inventoried. Over the course of a weekday, counts and observations will be made on a mile-by-mile basis of pedestrian activity. Barriers to pedestrian travel and overall pedestrian conditions (climate, interface with traffic, and compatibility of adjacent land uses) will be inventoried.

Task 2.3: Review of Existing Infrastructure – the consultant will:

- Conduct an inventory of existing utility and stormwater infrastructure in the South Meridian Corridor study area, including access points.
- Document any constraints that would impede future development or future streetscape and roadway improvements.

Deliverable:

- Summary memorandum outlining existing infrastructure systems, including capacities and the feasibility of modifying infrastructure systems.

Task 2.4: Identification of Current and Future Land Use (from a Complete Streets perspective) – the consultant will:

- Draw from market and economic development studies for the South Meridian Corridor to create assumptions concerning current and future land use that will guide the design for street and streetscape improvements. Particular attention will be given to the ability of future redevelopment strategies and projected traffic patterns.

Deliverable:

- A summary report of key recommendations for current and future land use.

Task 2.5 – Transportation Model and Analysis – the consultant will:

- Utilize the latest traffic modeling technology to determine the current levels of service for all portions of the existing corridor, focusing on intersection functionality and safety.
- Analyze crash data for those intersections and provide solutions that will accommodate the most traffic in the safest manner possible.
- Include projected traffic from the horizon year and determine what roadway improvements are expected to be needed in the future.
- Provide roadway recommendations to balance the cost of widening with the expected benefit to the community and proposed future transportation needs.

Task 2.6 – Visioning Sessions and Open House with the Community – the consultant will:

- Communicate with the community via social media, such as Facebook and Twitter accounts.
- Conduct three rounds of public meetings.
- Special attention will be given to effectively engaging low income and minority populations, as well as citizens with disabilities.
- A one-day initial Visioning Session and Charrette with local stakeholder groups and the general public will allow our team to capture the vision the community has for the area.
- The Consultant will conduct a series of facilitated one to two hour visioning sessions. One session will be with particular stakeholder groups (such as the Haysville City Council, Planning Commission, and Haysville Forward Inc.). Up to two additional sessions will be held with the general public, stakeholders, and/or a combination of the two.
- Identify the stakeholders' fears and concerns, and suggestions for uses and/or improvements.
- Provide examples for particular streetscape design types, so that participants can understand the character of different development types and the effects they may have on the community.
- The public open house will use "keypad polling", in which participants choose answers to planning and design questions and quickly obtain results of polling, to make the process transparent and provide an equal voice to all participants. In addition, the Consultant will provide the same survey questions in an online format to gain input from the general public following the session.

Deliverables:

- Agendas, and written summaries of Vision Session discussions

Task 3: Creation and Presentation of Alternative Strategies

Task 3.1: Alternatives Development, Screening, Evaluation, and Selection – the consultant will:

- Create alternative concepts for the study area that achieve the goal of a creating sustainable and financially achievable transportation and streetscape plan.
- Gather data and establish the baseline condition for the study area.
    - The following describes key areas of analysis for the study area for each of the planning frameworks:

- Economics:
    - Apply cost criteria to the design alternatives for land use, transit, street, and streetscape design. These criteria will address not only the monetary cost of construction and maintenance over time, but will also consider the potential cost to the community of not implementing a given alternative.
    - Evaluate alternative concepts in terms of their financial feasibility and the potential financial return on investment to the public sector, and will weigh these financial metrics against potential social costs resulting from the implementation of the alternative concepts.
- Environment:
    - Incorporate sustainable design in creating streetscape alternatives.
    - Incorporate innovations in Low Impact Design, to help reduce the heat island effect, improve air quality, reduce energy consumption, reduce noise, enhance storm water quality, improve the health of street trees, improve lighting, reduce accident rates, and increase the pedestrian activity of the street.
    - Evaluate the alternative street designs in terms of potential savings resulting from innovative storm water techniques and in terms of water conservation and water quality metrics.
- Community:
    - Evaluate the design alternatives for streetscape design in terms of the degree they foster a greater sense of community and promote the development of additional community amenities in the area.
    - Evaluate design alternatives in terms of how they enhance public space and create improved environments for community events and activities.
    - Explore how to provide for pedestrian and vehicular safety and the provision of site furniture and amenities (such as seating).
    - Examine the cost savings resulting from accident reduction and how to improve mobility through the provision of different transit modes.
- Aesthetics:
    - Evaluate design alternatives in terms of how they provide for improved aesthetic values in the study area and enhance public art offerings.

Task 3.2: Design Refinement: Traffic, Safety, and Access Issues and Integration with Other Plans – the consultant will:

- Research design elements related to all modes of transportation for the study area and will develop designs that maximize safety and access for pedestrians, bicyclists, and drivers.
- Outline strategies regarding how the plan for South Meridian will integrate with other plans in the Metropolitan area, including the following:
    - Metropolitan Transportation Plan 2035.
    - WAMPO South Area Transportation Study.
    - WAMPO Safety Plan.
    - City of Haysville Safe Routes to School Plan.
    - Congestion Management Process.
- Outline strategies for coordinating the multimodal transportation improvements with regional, state, and national transportation systems.

Task 3.3: Design Refinement: Community Integration, Land Use, and Development Issues – the consultant will:

- Consider community integration, land use, and development issues in designing and implementing streetscape plans for the corridor.

- Produce recommendations that are feasible in the local market and will strengthen the economy of the neighborhood.

Task 3.4: Public Open House to Present Alternative Strategies – the consultant will:

- Conduct a follow-up public open house to present two to three general concepts for the South Meridian Corridor that address the key components for the project, including:
    - Streetscape Improvements: Drawing from public input at the visioning session, including feedback provided via keypad polling, the Consultant will outline streetscape strategies by street segment for the South Meridian Corridor. For each street type, the Consultant will identify a suite of amenities to include in the eventual construction of improvements, such as benches, planters, pavers, kiosks, newsstands and areas for outdoor dining for restaurants. Streetscape alternatives will illustrate how various portions in the South Meridian Corridor will accommodate existing and future traffic.
    - Landscape Architecture: The potential alternatives would identify general landscape design ideas for various street segments within the South Meridian Corridor. The alternatives would suggest different groups of street trees that would be acceptable for different settings and ideas for landscaping including planters, shrubs and other plants. The recommendations will be consistent with Haysville's landscape regulations.
    - Pedestrian Safety and Connectivity: Based upon public input at the community visioning session concerning key areas requiring improvements for sidewalks and other pedestrian connections, the proposed alternatives would highlight different strategies for improvements in the sidewalk network. The alternatives would also outline two to three alternatives for the design of sidewalk and bike path facilities in the South Meridian Corridor.
    - Economic Enhancement: The consultant will augment its experience in the field with research regarding the economic benefits of similar corridors on adjacent property values and redevelopment potential. Means by which the plan can maximize these benefits will be explored. This may include consideration of the level of future private traffic flow, and revisions to design guidelines to enhance the pedestrian environment.
    - Street Design: The consultant will outline conceptual alternatives for the design elements of the corridor, such as street trees, hardscape and lighting improvements that would reflect the vision of the community. These alternatives will include pavement widths, traffic control, and dedicated turn lanes.

Task 4: Design Refinement and Presentation of Designated Preferred Approach

Task 4.1: Design Refinement: Facility Engineering and Design – the consultant will:

- Provide details of design that can be used to determine the potential success of streetscape and corridor improvement projects.
- Provide conceptual designs refined to the level of detail necessary to bring improvements to the corridor to fruition.

Task 4.2: Cost Estimate and Analysis of Capital, Operating, Maintenance, and Life-Cycle Costs – the consultant will:

- Address and explore implementation issues that involve considering long term financial implications of the design recommendations and its affect on Haysville, its businesses, local residents, and the WAMPO region.
- Develop realistic budgets for capital costs for various project components (including traffic calming, streetscaping, landscaping, pedestrian safety, street lighting, and parking), depending on the potential phasing of individual portions of work.
- Develop general outlines for operating budgets that account for maintenance and replacement costs over time and consider life-cycles of streetscape components such as pavers, public art, landscaping, and other features.

Regulatory Compliance – the consultant will:

- Develop the South Meridian Corridor Plan within the limits of existing and pending federal, state, and local rules, regulations, and laws.

Document production – the consultant will prepare:

- All documents in Adobe InDesign and Adobe pdf electronic formats to allow easy editing of the documents.
- Updates on the progress of the study.
- One electronic copy and ten (10) bound hard copies of the draft executive summary and study report containing a summary of the analysis, the methodology, and any recommendations.
- One electronic copy and thirty (30) bound hard copies of the final executive summary and study report containing a summary of the analysis, the methodology, and any recommendations.
- Twenty (20) CD or DVD copies with labels containing the executive summary, the entire study report, and all appendices, maps, and attachments in Adobe pdf format.
- Twenty (20) CD or DVD copies of a supplemental technical report documenting working procedures and information, analysis decisions, and project data.

All reports will be produced with associated text, graphics, tables, maps and figures and should be printed in 11 x 17 inch format.

Project Milestones and Estimated Date

Start date/Formulation of Steering Committee	February 2012
Notice to Proceed/Kick-off Meeting	Early March 2012
Data Gathering/Existing-Conditions Analysis	Mid-February through Mid-April 2012
Community Visioning Session	Mid-March 2012
Public Open House Plan Alternatives	Mid-April 2012
Public Open House/Preferred Plan	Mid-May 2012
Completion of Final Recommendations and Documentation	Early July 2012

EXHIBIT D

Fee Schedule

	BAUGHMAN COMPANY					DESIGN WORKSHOP	
	Phil Meyer	Russ Ewy	Tim Aziere	Trevor Kurth	Brandon Boydstun	Kurt Culbertson	Britt Palmberg
	$150	$90	$90	$80	$80	$250	$150
Task 1: Project Initiation							
Task 1.1: Project Management (Hours distributed throughout project to various tasks)	9	36	10				
Task 1.2: Project Kick-off Meeting	3	3	3				3
Task 2: Inventory and Analysis of Existing Conditions							
Task 2.1: Document Review & Data Collection	2	30	40				
Task 2.2: Existing Physical Conditions Analysis & Base Map Preparation		20	10	10			
Task 2.3: Review of Existing Infrastructure		10	30	4			
Task 2.4: Identification of Existing and Future Land use	2	30					
Task 2.5: Transportation Model and Analysis		10	20				
Task 2.6: Visioning Sessions and Open House with the Community	8	16	14			2	8
Task 3: Creation and Presentation of Alternative Strategies							
Task 3.1: Alternatives Development, Screening, Evaluation, and Selection	4	8	8				8
Task 3.2: Design Refinement: Traffic, Safety and Access Issues, Integration with Other Plans		8	8		4		8
Task 3.3: Design Refinement: Community Integration, Land Use, and Development Issues		8	2		4		8
Task 3.4: Public Open House to Present Alternative Strategies	2	2	2				4
Task 4: Design Refinement and Presentation of Designated Preferred Approach							
Task 4.1: Design Refinement: Transportation Engineering and Design	2		24	4		8	6
Task 4.2: Cost Estimate and Analysis of Capital, Operating, Maintenance, and Life-Cycle Costs		2	12			4	4
Task 4.4: Final Public Approval - Haysville Planning Commission & City Council	3	3	3		2		
Task 4.3: Final Public Open House to Present Preferred Alternatives	4	4	4				
Task 5: Final South Meridian Corridor Plan Document	4	20	10		2	2	6
TOTAL HOURS:	43	210	200	18	12	16	55
TOTAL LABOR:	$6,450	$18,900	$18,000	$1,440	$960	$4,000	$8,250
TOTAL TRAVEL & OTHER REIMBURABLES:						$1,500	$2,000

TOTAL FEE:	**$61,500**

Exhibit E

CONTRACTOR ASSURANCE

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 State. 252), §504 of the Rehabilitation Act of 1973 (87 State. 3555) and the Americans with Disabilities Act of 1990 (42 USD 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following nine "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses," the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

(Revised 07-29-1999)

(1) Compliance with Regulations: The consultant will comply with the Regulations of the Regulations of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23, and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will 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 Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

(4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary and the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.

(5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.

(6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the

(Revised 07-29-1999)

State of Kansas may determine to be appropriate, including, but not limited to,

(a) withholding of payments to the consultant under the contract until the contractor complies, and/or
(b) cancellation, termination or suspension of the contract, in whole or in part.

(7) Disadvantaged Business Obligation

(a) Disadvantaged Businesses are defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.

(b) All necessary and reasonable steps shall be taken accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.

(c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

(8) Executive Order 12898

(a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation and use such information in complying with this Order.

(9) Incorporation of Provisions: The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and lease of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

(Revised 07-29-1999)

Exhibit F

REQUIRED CONTRACT PROVISION

FEDERAL AID CONTRACTS
UTILIZATION OF DISADVANTAGED BUSINESSES

I. INTRODUCTION.

The specific requirements for the utilization of Disadvantaged Business Enterprises, hereinafter referred to as DBEs, are set forth in this Required Contract Provision and are imposed pursuant to 49 CFR Part 26, hereinafter referred to as the regulations. This provision meets or exceeds the regulatory requirements. The regulations always take precedence over normal industry practice.

A. ASSURANCE.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, religion, age, disability, income status, veteran status or gender in the performance of the Contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT assisted Contracts. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, or such other remedy as the Kansas Department of Transportation deems appropriate.

B. DEFINITIONS.

For the purpose of this Required Contract Provision, the following words and phrases shall have the meanings as stated herein:

(1) Disadvantaged Business Enterprise (DBE) means a small business concern which is independently owned and controlled by one or more socially and economically disadvantaged individuals and which KDOT has certified as a DBE.

(2) Small business concern means a small business as defined by Section 3 of the Small Business Act and relevant regulations except that a small business concern shall not include any firms or affiliated firms owned and controlled by the same socially and economically disadvantaged individual or individuals whose value has average, annual gross receipts in excess of $22,410,000 over the previous three fiscal years.

(3) Owned and controlled means a business:

(a) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals, and

(b) Whose management and daily business operations are controlled by one or more such individuals.

(4) Socially disadvantaged individual means a person who is a citizen or lawful permanent resident of the United States, has suffered social disadvantage in education, employment, or business, and who is a(an):

(a) Black American (a person having origins in any of the black racial groups of Africa);

(b) Hispanic American (includes a person of Mexican, Puerto Rican, Cuban, Central or South American, or any Spanish or Portuguese culture or origin, regardless of race);

(c) Native American (includes a person who is American Indian, Eskimo, Aleut or Native Hawaiian);

(d) Asian-Pacific American (includes a person whose origin is from the original people of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands);

(e) Subcontinent Asian American (includes a person whose origin is India, Pakistan, Bangladesh, Bhutan, Nepal, Sri Lanka, or the Maldives Islands);
(f) Member of a group, or any other individual of any race or sex, found to be both economically and socially disadvantaged; or
(g) Women.

(5) Economically disadvantaged means an individual who has a personal net worth of less than $750,000 excluding the value of their ownership share of the applicant firm and personal residence. The individual has had diminished access to capital and credit compared to non-disadvantaged persons.

(6) Commercially useful function means the qualifying DBE owner performs manages and supervises subcontract work.

(7) Race and gender neutral measure means one that is used to assist any small business.

II. DBE CONTRACT GOALS.

A. KDOT strongly encourages all contractors to utilize DBE firms as subcontractors, suppliers, manufacturers, truckers, and brokers whenever possible and feasible. Greater voluntary participation will result in lower and fewer DBE contract goals. KDOT will set DBE contract goals only to meet the portion of its annual goal that is not met by race and gender neutral means and voluntary participation.

B. An eligible DBE is one who KDOT has certified and who is listed in the KDOT DBE directory located on the internet at: http://www.ksdot.org/doingbusiness.asp. KDOT also prints a paper directory quarterly, and Contractors may ask the KDOT Office of Civil Rights for a copy of the printed directory. However, as it is only published quarterly, Contractors should be aware that the printed directory may list DBE's who were decertified after the directory was printed, and these DBE's would not be considered eligible DBE's in a letting that followed decertification or when examining good faith efforts. Also, the printed directory will not list DBE's who have been certified after the directory was printed, but KDOT will consider these DBE's in a letting and when examining good faith efforts. Thus, the electronic directory controls as it is the most current information KDOT has available. Any bid proposal listing a firm that is not a KDOT certified DBE at the time of bidding will be considered nonresponsive.

C. Contractors shall, as a minimum, seek DBE firms working in the same geographic area in which they seek subcontractors for a given solicitation.

D. Contractors are required to make good faith efforts to replace a DBE subcontractor that is unable to perform successfully with another DBE firm. In order to ensure compliance with this requirement, any substitution of DBE subcontractors after the Contractor has submitted a bid to KDOT, must be approved by KDOT Office of Civil Rights. Substitutions will only be allowed for good and sufficient reasons. KDOT must receive a letter from the original DBE stating the reason for the DBE's inability to perform.

E. Contractors are also encouraged to use the services of banks owned and controlled by disadvantaged individuals.

F. When projects are State or Contractor tied, KDOT will construe DBE participation as if the tied projects are one project. To check DBE participation on tied projects the following method will be used:
(1) Add the DBE goal dollar amount for the individual tied projects. This becomes the required minimum dollar amount to be subcontracted to DBEs.

(2) If the total dollar amount actually subcontracted to DBEs on the tied contracts is equal to or greater than the minimum dollar amounts as computed above, it will be determined that the DBE goals have been met.

(3) If a State of Kansas funded project is tied to a federal aid funded project, the DBE contract goals can only be met by DBE subcontractors on the Federal Aid Project.

III. MEETING DBE CONTRACT GOAL CRITERIA.

The award of the Contract will be conditioned upon satisfaction of the requirements herein established. The apparent low bidder must either meet or exceed the DBE goals for the contract or satisfy KDOT that good faith efforts were made to meet the goals prior to the bid letting.

A. REQUIRED DBE PARTICIPATION INFORMATION.

All bidders are required to submit to KDOT with the bid proposal the DBE participation information described below on the form provided in the proposal.

(1) The names of KDOT certified DBE firms that will participate in the Contract (if none, so indicate);

(2) A description of the work each named DBE firm will perform (if none, so indicate);

(3) The actual dollar amount anticipated to be paid to each named DBE firm (if zero dollars, so indicate); except

(4) If the named DBE firm is a supplier, enter 60% of the actual dollar amount anticipated to be paid (if zero dollars, so indicate);

(5) The actual dollar amount (not to exceed 10 percent of DBE subcontract) to be paid ahead of work as DBE mobilization.

(6) For federal aid contracts with a zero DBE goal, list all subcontractors to be utilized, including DBE firms, if any.

B. GOOD FAITH DETERMINATION.

It is the bidder's responsibility to meet the DBE contract goals or to provide information to enable KDOT to determine that, prior to bidding, the bidder made good faith efforts to meet such goals.

(1) Good Faith Information Submittal. If the low bidder's required DBE information indicates that the DBE contract goals will be met, the contract will proceed toward award and the low bidder need not submit any further DBE information. Good faith documentation must be submitted within two working days of the bid opening. Example: if bids are opened on Wednesday at 2 p.m., the good faith documentation must be at KDOT Office of Civil Rights before 5 p.m. on Friday.

(2) KDOT Review. KDOT will review all information submitted to determine if the low bidder has met the DBE contract goals and, if not, whether the low bidder made sufficient good faith efforts to meet such goals. The determination of good faith efforts is made on a case-by-case basis and depends on the particular circumstances of the procurement. The issue KDOT will consider is whether the bidder took those steps, a reasonable bidder would have taken to actively and aggressively obtain DBE participation sufficient to meet the goal. A KDOT determination that the low bidder's information failed to show sufficient good faith shall be just cause for rejection of the bid. If the low bid is rejected, the above procedure will be applied to the next lowest bidder, and other bidders if necessary, until a bidder is found that meets the DBE contract goals or establishes that good faith efforts were made to meet the goal. KDOT reserves the right to reject all bids and re-advertise the Contract.

(3) Establishing Good Faith Efforts. To demonstrate good faith efforts to meet DBE contract goals, submit to KDOT documentation on the factors listed as (a) through (g). KDOT has assigned a percentage to each factor that shows the relative importance of each factor to KDOT and to the other

factors. These percentages are a guide only; the circumstances of a particular procurement may justify different percentages or consideration of factors not mentioned. In evaluating the reasonableness of the low bidder's efforts, KDOT may consider whether other bidders met the goal or failed to meet the goal. In evaluating the reasonableness of the low bidder's efforts, KDOT will consider all documentation submitted; yet, documentation created during the bidding process is more credible than documentation created after the letting.

(a) The bidder negotiated in good faith with interested DBEs. It is the bidder's responsibility to consider the available pool of certified DBEs when determining subcontract or supply needs. It is the bidder's responsibility to furnish DBEs with information about plans or specifications to facilitate the bid. Include names of DBEs considered, information given to the DBE, if any, and an explanation of why agreements could not be reached for DBEs to perform the work. (25%)

(b) The bidder selected portions of work for which KDOT has capable, certified DBE's to perform. This may include breaking out work items or subcontracting items the prime contractor normally performs. (20%)

(c) The bidder used good business judgment in rejecting a DBE quote, considering both price and capabilities. If a DBE quote represents a reasonable price for performing the work, the bidder should use that quote even though the DBE quote is higher than a non-DBE quote. However, bidders do not have to use excessive or unreasonable quotes. Before determining that a DBE quote is excessive, the bidder should inquire as to the reason for the disparity between the DBE and non-DBE quotes. The bidder should also evaluate what impact, if any, using a higher DBE price would have on the bidder's overall project bid. A higher DBE price may not be excessive or unreasonable if the price differential is a very small part of the project bid. (20%)

(d) The bidder solicited capable, certified DBEs through pre-bid meetings, advertising, telephone, mail, facsimile, e-mail, or a combination of the foregoing. The solicitation must have occurred within sufficient time to allow a DBE to respond. Follow up all initial contacts, whether the contact was solicited or unsolicited. If a DBE expresses an interest in the contract or a desire to quote and fails to submit a quote, follow up that contact, whether the contact was solicited or unsolicited. Receiving substantial unsolicited quotes may not be considered actively and aggressively pursuing DBE participation. (10%)

(e) The bidder assisted interested DBEs in obtaining equipment, supplies, or materials for the project being bid. (10%)

(f) The combinations of DBEs the bidder considered in trying to meet the goal. It is acceptable to use a portion of several DBE bids. (10%)

(g) The bidder assisted interested DBEs in obtaining bonding, credit, or insurance on the project being bid. (5%)

(4) Staff of KDOT's Office of Civil Rights and the Chief of Construction and Maintenance will review the documentation submitted and either accept or reject the good faith effort submittal.

(5) At the bidder's request, KDOT's Director of Operations will hold an informal hearing to discuss the bidder's good faith effort submittal. The bidder may have legal counsel present, at the bidder's expense. After the appeal hearing, the Director of Operations will issue the Agency's final administrative decision on whether the bidder made a good faith effort. The decision will be in writing and will explain the basis for the Agency's decision. This will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq*. Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

C. COUNTING DBE PARTICIPATION TOWARD DBE CONTRACT GOALS.

DBE participation shall be counted toward meeting the DBE contract goals pursuant to this contract as follows:

(1) A contractor may count toward its DBE contract goals the total dollar value of a contract paid to an eligible DBE, including an approved DBE protégé.

NOTE: At the time the bid is submitted on the DBE goal sheet, list the actual amount intended to be paid to the DBE. On Form 259, submitted after award, list the same amount as in the contract line item. If this amount differs from the DBE subcontract amount, list the latter amount on the bottom of the form with an explanation.

(2) A DBE, bidding as a prime contractor, may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE prime contractor, including the cost of supplies and materials the DBE obtains. *Example: A DBE contractor bids as a prime contractor. The contract specifies a $10,000.00 DBE goal. The DBE prime contractor performs $50,000 of the work with its own forces. The DBE prime contractor has met the $10,000 goal.*

(3) A contractor may count toward its DBE goals a portion of the total dollar value of a subcontract with an eligible DBE joint venture equal in proportion to the percentage of ownership and control of the DBE partner in the joint venture. *Example: A contract specifies a $5,000.00 DBE contract goal. Prime contractor bids $100,000.00 subcontracting with a joint venture DBE/non-DBE contractor for $20,000.00 of the work. The percentage of ownership and control of the DBE/non-DBE joint venture is 25% DBE and 75% non-DBE. The prime contractor may count $5,000.00 ($20,000.00 x .25; i.e. total dollar value times the percentage of DBE ownership) toward the DBE contract goal, thus fulfilling the DBE requirements of the contract.*

(4) If a non-DBE contractor and DBE contractor form a joint venture and bid as a prime contractor, the joint venture contractor shall fully meet the DBE contract goals specified in the project special provision. The joint venture contractor may count toward its DBE contract goals the total dollar value of the work actually performed by the DBE participant in the joint venture.

Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is $10,000.00. The DBE participant in the joint venture performs $50,000 of the work with its own forces. The joint venture has met the $10,000 goal. Example: A non-DBE contractor forms a joint venture with a DBE contractor and the joint venture bids the project as a prime contractor. The DBE contract goal is $100,000.00. The DBE participant in the joint venture performs $80,000 of the work with its own forces. The joint venture must obtain the remaining $20,000 in goal through use of another certified DBE firm, or show good faith efforts if the joint venture fails to meet the $100,000 goal.

(5) A contractor may count toward its DBE goals 60 percent of its expenditures for materials and supplies obtained from a DBE regular dealer, and 100 percent from a DBE manufacturer. A letter must be submitted to KDOT, detailing the amount, but the amount does not count as a subcontracted percentage.

(a) A manufacturer is a firm that operates a facility that produces goods from raw material on the premises.

(b) A regular dealer is a firm that owns, operates, or maintains a store, or warehouse where materials are stocked and regularly sold to the public. A regular dealer of bulk items (sand, gravel, etc.) need not stock the product if it owns or long-term leases distribution equipment. The supply of structural steel, steel assemblies and petroleum products do not count toward any KDOT DBE goal. A dealer must be responsible for material quality control and must deliver with its own or long term leased equipment to count toward the DBE goal.

(6) A contractor may count toward its DBE goals the following expenditures to DBE firms that are not manufacturers or regular dealers:

(a) The commission charged for providing a bona fide service in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of the contract, provided the commission is reasonable and customary.

(b) The commissions charged for bonds or insurance provided by a DBE broker for the specific performance of the contract, provided the fee is reasonable and customary. A letter must be submitted detailing the amount, but does not count as a subcontracted percentage.

(7) A contractor may count toward its DBE goals the amount paid to a DBE trucker for transportation or delivery services.

(a) A DBE trucker who picks up a product at point A and delivers the product to the contractor at point B provides a delivery service. The full amount paid for this service counts toward the DBE goal.

(b) Some DBE truckers are also a regular dealer (supplier) of a bulk item. In this case, the amount paid for the material delivered will count as 60 percent toward the DBE goal. The DBE trucker is responsible for the quality of the material.

(c) For DBE truckers or suppliers to be credited toward DBE contract goals, the contractor must submit a letter to KDOT detailing all information formerly found on Form 259, prior to the start of the trucking or supply of material and requesting DBE subcontract credit.

D. COMMERCIALLY USEFUL FUNCTION.

The prime contractor is responsible for ensuring that DBE firms under subcontract to meet a DBE goal perform a commercially useful function (CUF). Failure to fulfill this obligation is a breach of contract and KDOT may invoke the sanctions listed in Section IV (Sanctions). The three criteria for a CUF are:

(1) The DBE firm shall manage the work through personal direct supervision by the DBE owner or a skilled, knowledgeable, full-time superintendent. Management includes scheduling work, ordering equipment and materials, hiring and firing employees, and submitting all required forms and reports. The DBE is not in compliance with this provision if the DBE subcontracts out part or all of the work to another entity.

(2)The DBE shall own all equipment, long term lease all equipment, or own some equipment and long term lease the remaining equipment except for specialized equipment as noted below

(a) If the DBE leases equipment, the DBE shall have a written lease that gives the DBE full control of the equipment during the lease period. The DBE shall use its own workers to operate leased equipment.

(b) A DBE may enter into long term leases with companies operating as prime contractors. The DBE is not in compliance with this provision if the DBE leases equipment from the prime contractor on the project for that project only.

(c) Exception for specialized equipment: The DBE may lease short term specialized equipment such as a crane from another contractor or third party if this equipment is necessary for the DBE to perform its work and the equipment is of such a nature that it is not economically feasible or practical for the DBE to lease the equipment long term. The contractor shall bill the DBE for this equipment and the DBE shall pay the contractor for the equipment. The DBE is not in compliance with this provision if the contractor deducts from the DBE's pay estimate specialized equipment costs rather than submitting an invoice to and receiving payment from the DBE.

(3) The DBE shall negotiate the cost of, arrange delivery of, and pay for materials, supplies, labor, and equipment. Invoices shall be billed to the DBE and paid by the DBE.

(4) KDOT will not count towards goal or give DBE contract goal credit for the following:

(a) Monies the prime contractor pays directly for supplies, materials, labor or equipment on the DBE's behalf except for two-party checks approved under Section III.E below.
(b) Costs deducted from a DBE's pay estimate for supplies, materials, labor or equipment the prime contractor or its affiliate provided.
(c) Costs incurred for equipment the DBE leases from the contractor on the project if the DBE is using the equipment for that project only and the equipment is not part of a long term lease agreement.
(d) Costs associated with a portion of a bid item that the Agency is unable to measure clearly.
(e) Costs incurred for work subcontracted outside normal industry practices, just to meet a goal.

(5) KDOT's determination that a DBE is not performing or did not perform a CUF is not appealable to the US Department of Transportation. KDOT's determination will be final agency action and a final order under the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions, K.S.A. 77-601 *et. seq.* Any petition for judicial review shall be served on the Secretary of Transportation, Kansas Department of Transportation, 700 S.W. Harrison St., Topeka, KS 66603-3754.

E. BUSINESS INTEGRITY

Any person or entity will be found to be out of compliance with this required contract provision if any investigation reveals a commission or omission of any act of such serious or compelling nature that the act indicates a serious lack of business integrity or honesty. Such commission or omissions include, but are not limited to:

(1) Violating any applicable law, regulation, or obligation relating to the performance of obligations incurred pursuant to an agreement with a recipient under a KDOT financial assistance program or,

(2) Making, or procuring to be made, any false statement or using deceit to influence in any way any action of KDOT.

F. TWO PARTY CHECKS.

To comply with the current regulation, KDOT is implementing the following two party check procedures. The prime contractor is responsible for following the procedure and for ensuring that DBE subcontractors follow the procedure.

(1) The DBE owner shall make the request for a two party check to the Office of Civil Rights and shall explain the benefit to the DBE firm.

(2) The prime contractor shall send the check to the DBE owner who will endorse and forward the check to the supplier. This should be done within the 10 day prompt pay timeframe.

(3) The amount of the check should not exceed the amount of material paid by KDOT on the latest estimate. *For example if the estimate was taken on 7/23, pay the material bill through 7/23 not through 7/31.*

(4) Two party checks shall be issued only long enough to establish credit for the DBE firm.

(5) KDOT will not count towards goal or give DBE contract goal credit for two party checks that have not been pre-approved by KDOT.

IV. SANCTIONS.

If KDOT finds any contractor, sub-contractor, DBE, joint venture, or mentor/protégé to be out of compliance with this required contract provision, KDOT may impose one or more of the following sanctions:

(1) Withhold payment of progress payments until the contractor or DBE contractor complies with the payment requirements of this Special Provision.

(2) Remove the non-complying DBE from the DBE directory until the DBE shows the company is meeting the requirements necessary to perform a CUF, including payment of all bills.

(3) Deny goal credit as previously stated for failure to replace a non-performing DBE with another DBE (unless good faith effort was made), failure to meet the requirements necessary to perform a CUF, or failure to follow two party check procedures.

(4) Assess and deduct as liquidated damages the monetary difference between the DBE goal amount and the amount actually paid to the DBEs for which KDOT has allowed DBE goal credit.

(5) Reject the bidder's bid if the bidder failed to meet the DBE goal and failed to show good faith effort to meet the goal.

(6) Refer the matter to the Office of the Attorney General, the US Department of Justice, or both for follow-up action.

(7) Enforce all other remedies KDOT has under other contract provisions such as contract termination, contractor suspension, contractor debarment, and sanctions for failing to pay promptly.

01-26-09 OCR (DW/CDB)
Jul-09 Letting

Exhibit G

Project No._____ 07-19-80-R12 (MPO)
Contract No. _____ Sheet 1 of 1

REQUIRED CONTRACT PROVISION
DBE CONTRACT GOAL

The total dollar goal to be subcontracted to KDOT-Certified DBE firms on this contract is $ 0 .

List all KDOT-Certified DBE subcontractors to be utilized. For each DBE subcontractor, identify the line item(s) of work from the Unit Prices List and the dollar value of the work to be subcontracted to the DBE.

IDENTIFICATION OF DBE PARTICIPATION

Name of KDOT-Certified DBE Subcontractor	Type of Work	$ Value of work
		$
		$
		$
		$
		$
		$

Total KDOT-Certified DBE $ 0

Baughman Company, P.A.
315 Ellis
Wichita, KS

(Prime Bidding Consultant Name and Address)

If $ Value of Work is zero, please attached the Prime Bidding Consultant's Good Faith Effort documentation.

A list of KDOT-Certified DBEs can be found in the Directory of Disadvantaged Business Enterprises at KDOT's website:http://www.ksdot.org/divAdmin/DBEConstruction/dbedir.aspx

Rev. 06/11

No DBE effort required for the KDOT established goal of $0.

ATTACHMENT 3
DBE CERTIFICATION

I, Philip J. Meyer, Vice President, hereby certify to the best of my
(Name of CONSULTANT'S Official)

knowledge on behalf of Baughman Company, P.A. that:
(Name of CONSULTANT)

Baughman Company, P.A. has complied with the requirements of
(Name of CONSULTANT)

49 CFR 23.67, Participation by Disadvantaged Business Enterprises in DOT Programs, and that its goals have not been disapproved by the Department of Energy Administration.

Executed this 9th day of December, 2011.

By: Philip J. Meyer
(Signature of CONSULTANT'S authorized official)

Philip J. Meyer, Vice President
(Name and Title of CONSULTANT'S Authorized Official)

Agenda Item No. II-15

CITY OF WICHITA
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Approval of Offers for the Improvement of the Kellogg Avenue (US Highway 54) from Cypress to Chateau (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On February 8, 2011, the City Council approved the design for the improvement of Kellogg Avenue (US Highway 54) from Cypress to Chateau. The project calls for the improvement of Kellogg to a six lane, limited access highway with one way frontage roads on each side of the highway and interchanges at the intersections of Webb Road and the Kansas Turnpike (Interstate Highway 35). The project will require the acquisition of all or part of approximately 32 parcels. The properties consist of a mix of retail and commercial uses.

Analysis: As required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, all tracts required for the project have been valued and just compensation established. Based on these valuations, the fair market value of the tracts to be acquired totals $16,703,333. This amount will be offered to the various property owners. Any settlements in excess of the approved amounts will be presented to the City Council for final approval.

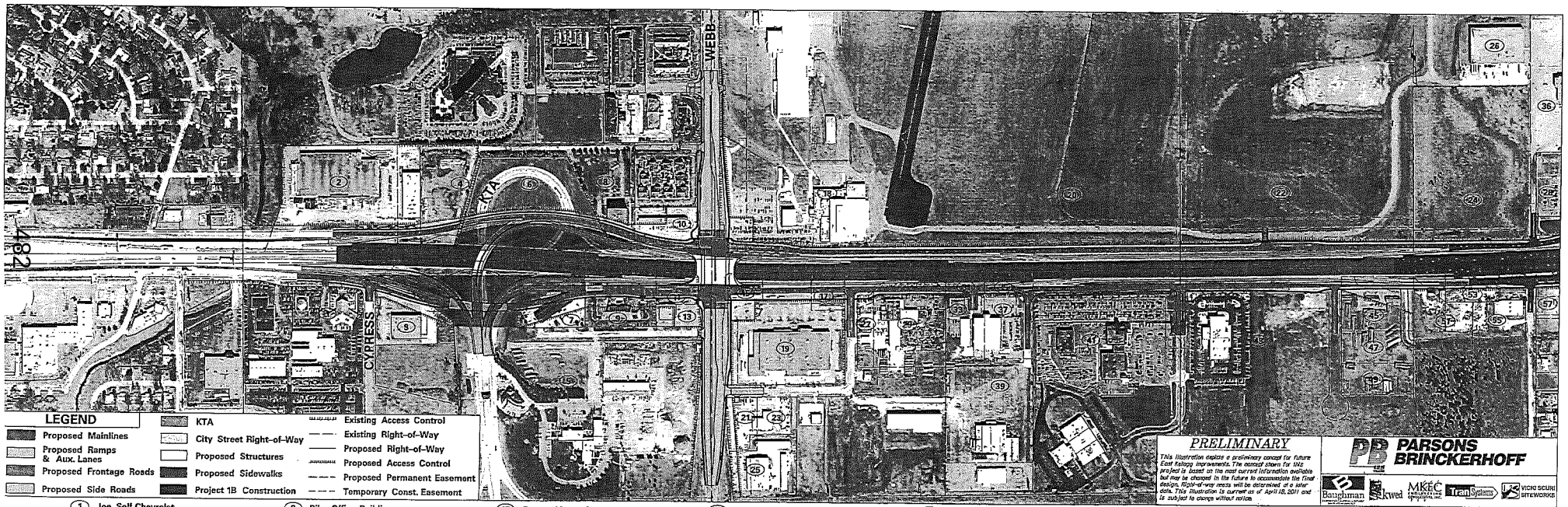
Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of $19,000,000 is requested. This includes $16,703,333 for the acquisitions, for relocation $2,000,000 for relocation and $296,667 for title work, closing costs and other administrative fees.

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

Legal Considerations: All agreements are subject to review and approval as to form by the Law Department.

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

Attachments: Aerial map.



LEGEND

- Proposed Mainlines
- Proposed Ramps & Aux. Lanes
- Proposed Frontage Roads
- Proposed Side Roads
- KTA
- City Street Right-of-Way
- Proposed Structures
- Proposed Sidewalks
- Project 1B Construction
- Existing Access Control
- Existing Right-of-Way
- Proposed Right-of-Way
- Proposed Access Control
- Proposed Permanent Easement
- Temporary Const. Easement

PRELIMINARY

This illustration depicts a preliminary concept for future East Kellogg improvements. The concept shown for this project is based on the most current information available but may be changed in the future to accommodate the final design. Right-of-way needs will be determined at a later date. This illustration is current as of April 18, 2011 and is subject to change without notice.

PARSONS BRINCKERHOFF

Bontghman · Kwed · MKEC Engineering Consultants · Trail Systems · Vicki Scurr Siteworks

1. Joe Self Chevrolet
2. City of Wichita
3. Bosley Tire
4. City of Wichita
5. Kansas Turnpike Authority
6. Kansas Turnpike Authority
7. Super 8 Motel
8. Pike Office Building
9. City of Wichita
10. Motel 6
11. City of Wichita
12. Residence Inn
13. Vanderbilts
14. Hawker Beechcraft
15. Groves Liquor Store
16. Fairfield Inn
17. Hoover Road LLC
18. Hawker Beechcraft
19. Hoover Road LLC
20. Hawker Beechcraft
21. Realty Resources LLC
22. Hawker Beechcraft
23. Realty Resources LLC
24. Jeffery S. Greenberg
25. Steven Chrysler Plymouth Inc.
26. Hawker Beechcraft
27. Discount Auto Sales
28. Golden Corral
29. Discount Auto Sales
31. City of Wichita
33. Rainbow Play Systems
35. City of Wichita
36. First Bible Baptist Church
37. Tractor Supply Co.
39. Club Rodeo
41. Carmax
43. Davis-Moore
45. East Side Homes
47. East Side Homes
49. East Side Homes
51. Carport LLC
53. Carport LLC
55. Dandalos
57. Carport LLC

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: Acceptance of Grant Funds

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Authorize the Housing and Community Services Department to accept grant funding from the AT&T Foundation to provide training, re-training and/or job placement for Housing First participants.

Background: The Housing and Community Services Department was contacted by representatives of AT&T who had learned of the Housing First program. They expressed interest in providing funding from the AT&T Foundation, to enhance the program services through a job training grant, and have issued a formal invitation to apply. On May 24, 2011, the City Council authorized staff to submit an application.

Analysis: The Housing First program would benefit from the funding from the AT&T Foundation by providing training and/or re-training for participants in the Housing First program. The enhancement would provide the tools necessary for participants to obtain employment which would enable them to become self-sufficient. While this option may not be appropriate for all participants, it would be of tremendous benefit to many of them.

Staff was recently contacted by officials of the AT&T Foundation to announce that the program had been approved for funding. A check in the full amount of the grant, $13,000, was delivered to the Housing and Community Services Department on January 11, 2012.

Financial Considerations: The training program funds would be used by existing staff in the Career Development Office, to provide the services. No General Funds would be impacted.

Goal Impact: Services provided by this activity impact the Economic Vitality and Affordable Living and Quality of Life goals.

Legal Considerations: The Law Department reviewed the original application for approval as to form. AT&T is not requiring any additional formal agreements.

Recommendations/Actions: It is recommended that the City Council authorize the Housing and Community Services Department to accept grant funding from the AT&T Foundation to provide training, re-training and/or job placement for Housing First participants.

Attachments: None.

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

SUBJECT: 2012 Community Services Block Grant Application

INITIATED BY: Housing and Community Services Department

AGENDA: Consent

Recommendation: Approve the 2012 Community Services Block Grant funding application and authorize the necessary signatures.

Background: The Community Services Block Grant (CSBG) Program is a federal funding source which supports programs that meet the needs of persons who have low incomes. CSBG funds are administered by the Kansas Housing Resources Corporation and are awarded by formula to Community Action Programs (CAPs) throughout the state. For over 30 years the City of Wichita has been a CAP and received CSBG funding for Wichita and Sedgwick County. The Career Development Division of the Housing and Community Services Department administers the CSBG Program locally.

Analysis: An annual application is required for receipt of CSBG funds. The 2012 Wichita/Sedgwick County application includes funding requests for health care services for the uninsured, support of the Neighborhood City Halls, employment services and training for youth and adults, summer activity camps for children from low-income families, and neighborhood clean-ups in low-income areas. The City was instructed to submit an application for $1,068,072 as a preliminary budget figure however the final 2012 budget allocation was announced on January 18, 2012: $1,064,372. The attached summary reflects expenditures for the full amount, and was approved by the Community Services Block Grant Review Committee. As required by Kansas Housing Resources Corporation policy, the CSBG Review Committee met to consider the application and recommends approval by the City Council.

Financial Considerations: No general operating funds from the City's budget are obligated by the application.

Goal Impact: The programs supported by CSBG funds will Support a Dynamic Core Area and Vibrant Neighborhoods, Promote Economic Vitality and Affordable Living and Enhance the Quality of Life goals.

Legal Considerations: The Law Department has approved the 2012 Community Services Block Grant application as to form.

Recommendation/Action: It is recommended that the City Council approve the 2012 Community Services Block Grant funding application and authorize the necessary signatures.

Attachments: 2012 Community Services Block Grant funding application summary

SUMMARY

2012 Community Services Block Grant Application – Proposed Expenditures

Summer Activity Camps	$ 40,000
Neighborhood Clean-Ups	$ 37,500
Project Access	$ 250,000
Neighborhood City Halls	$ 308,972
Case Mgmt. & Employment Services	$ 311,724
Youth Employment & Training	$ 25,874
Administration	$ 90,302
TOTAL	**$1,064,372**

Second Reading Ordinances for February 7, 2012 (first read on January 24, 2012)

A. <u>Amending Resolutions and Ordinance for Water System, Bridge and Street Paving Projects.</u> (Districts III and V)

ORDINANCE NO. 49-49-195

An Ordinance amending Ordinance No. 49-012 of the City of Wichita, Kansas declaring the Southeast Boulevard Bridge at the drainage canal (472-84923) to be a main trafficway within the city of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements the estimated costs thereof, and the manner of payment of the same.

B. **<u>Nuisance Abatement Assessments.</u>**

ORDINANCE NO. 49-196

An ordinance making a special assessment to pay for the cost of cutting weeds in the City of Wichita, Kansas.

C. **<u>ZON2011-00040 - Zone change from SF-5 Single-family Residential ("SF-5) to GC General Commercial ("GC") subject to Protective Overlay ("P-O") #262 on property generally located on the southwest corner of the intersection of South Meridian Avenue and West Merton Avenue, 1701 South Meridian</u>. (District IV)**

ORDINANCE NO. 49-197

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended**.**

D. <u>ZON2011-00041 – City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") generally located east of Greenwich Road, north of Kellogg Street, on the southeast corner of Lewis and Ellson Streets.</u> (District II)

ORDINANCE NO. 49-198

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

City of Wichita
City Council Meeting
February 7, 2011

TO: Mayor and City Council

SUBJECT: ZON2011-00039 – City zone change from SF-5 Single-Family Residential ("SF-5") to Neighborhood Retail ("NR") with a Protective Overlay ("PO") generally located on the northeast corner of 17th Street North and Tyler Road (1820 N. Tyler Road) (District V)

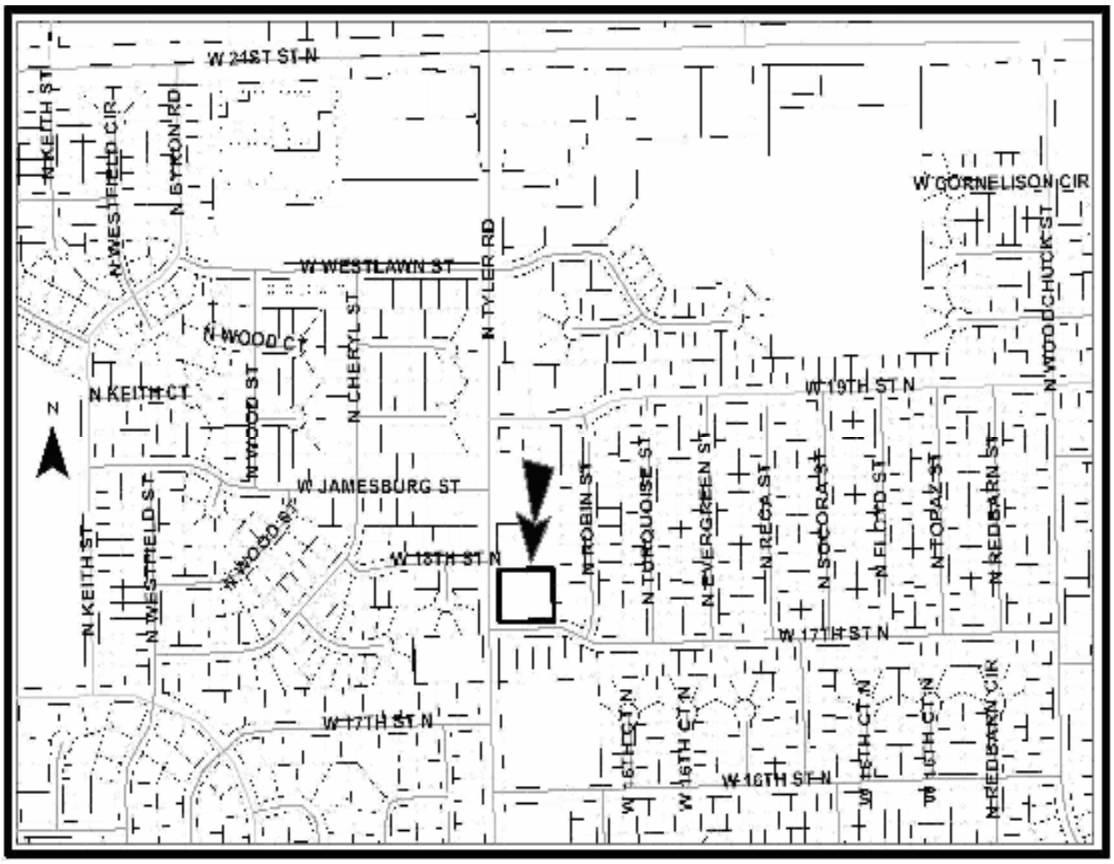
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the request.

DAB V Recommendation: District Advisory Board V (DAB V) voted (7-0) to approve the request

MAPD Staff Recommendation: Planning staff recommends the request be denied.



Background: The applicants request NR Neighborhood Retail ("NR") zoning, with a PO Protective Overlay ("PO") on the platted 1.27-acre, SF-5 Single-family Residential ("SF-5") zoned site; Lots 22 and 23, Block B, Ox Bow Addition. The applicants propose a Woman's Clothing Boutique, which is listed in the definition of General Retail in the Unified Zoning Code ("UZC", Sec II-B, 11.l, clothing store) and listed in the UZC as a type of Commercial Use (UZC, Sec III-D).

The site is part of an extensive SF-5 zoned single-family residential neighborhood that ends two blocks north and a block south of the site along Tyler Road. SF-5 zoned single-family residences abut the site's north and east sides. SF-5 zoned single-family residences are located east across Tyler and south across 17th Street North. Two SF-5 zoned churches are located further south and north of the site, along Tyler. A small SF-5 zoned cemetery is located southwest of the site across Tyler. The site's location on the northeast corner of 17th Street North and Tyler Road puts it halfway between the 21st Street North and Tyler Road intersection and the 13th Street North and Tyler Road intersection. These intersections are mostly (the SF-5 zoned Northwest High School is the exception) anchored by LC Limited Commercial ("LC") zoned developments that have abutting multiple types of Multi-Family zoning, TF-3 Two-Family Residential ("TF-3") and GO General Office ("GO") zoned developments spreading away from these arterial intersections. The closest non-residential zoning to the site are GO zoned properties located two blocks north and a block south of the site along Tyler Road.

Analysis: At the MAPC meeting held December 22, 2011, the MAPC voted (10-0) to recommend approval of the requested NR zoning with the following provisions of PO #264:

1. Permitted uses shall include: Single-Family Residential, General Retail and General Office.
2. The property shall be developed and/or redeveloped with a building that has a residential character, and that includes brick, masonry, wood, Hardie board, composite or a similar type of siding; a double-pitched or hip roof, with a maximum height of 25 feet.
3. Signage shall be a monument type as permitted in the NR zoning district, along Tyler Road. No building signage along the north and east sides of the building. All other provisions of signage shall be as permitted in the Sign Code for the NR zoning district.
4. The property shall be restricted to one point of access onto Tyler Road. The Traffic Engineer shall determine if the access onto Tyler Road is full movement or right-in – right-out. The property owner shall dedicate complete access control to 17th Street North. The property owner of the subject site shall provide a joint access and cross lot circulation agreement to be provided prior to the case going to City Council, to be in effect when/if the abutting lot to the north also converts to a non-residential use.
5. Lighting shall conform to lighting standards in Sec. IV-B.4 of the Unified Zoning Code and be limited to no more than 14 feet in height, including the base. No light poles shall be located within the compatibility setbacks, where the site abuts and is adjacent to residential zoning.
6. Landscaping shall be provided that is equivalent to a landscaped street yard, parking lot landscaping and screening along Tyler Road, and a 10-foot wide landscape buffer along the property lines abutting a residential district, as required in the City of Wichita Landscape Ordinance. A Landscape Plan shall be submitted to the Director of Planning for approval prior to the issuance of a building permit.
7. The solid wood fence 6-8 feet tall shall be placed along the property lines abutting a residential district, as required in the Unified Zoning Code.
8. A drainage plan shall be submitted to Stormwater prior to issue of permits and redevelopment of the site.

At the MAPC meeting people spoke for and against the requested rezoning. At the DAB V meeting held on January 9, 2012, the DAB voted (7-0) to approve the rezoning request with the above provisions of PO #264. No one spoke against the requested rezoning at the DAB meeting. No valid protests were received during the two week protest period.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: The application promotes Economic Vitality.

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

Recommendation/Actions:
(1) Adopt the findings of the MAPC and approve the zone change, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

Attachments:
- Ordinance
- Dedications of complete access control and cross lot access
- MAPC Minutes
- DAB Memo

OCA 150004

ORDINANCE NO. 49-205

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. ZON2011-00039

Zone change from SF-5 Single-Family Residential ("SF-5") to Neighborhood Retail ("NR") on an approximately 1.27-acre property described as:

Lots 22 and 23, Block B, Ox-Bow Addition; generally located on the northeast corner of 17th Street North and Tyler Road, Wichita Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #264:

1. Permitted uses shall include: Single-Family Residential, General Retail and General Office.
2. The property shall be developed and/or redeveloped with a building that has a residential character, and that includes brick, masonry, wood, Hardie board, composite or a similar type of siding; a double-pitched or hip roof, with a maximum height of 25 feet.
3. Signage shall be a monument type as permitted in the NR zoning district, along Tyler Road. No building signage along the north and east sides of the building. All other provisions of signage shall be as permitted in the Sign Code for the NR zoning district.
4. The property shall be restricted to one point of access onto Tyler Road. The Traffic Engineer shall determine if the access onto Tyler Road is full movement or right-in – right-out. The property owner shall dedicate complete access control to 17th Street North. The property owner of the subject site shall provide a joint access and cross lot circulation agreement to be provided prior to the case going to City Council, to be in effect when/if the abutting lot to the north also converts to a non-residential use.
5. Lighting shall conform to lighting standards in Sec. IV-B.4 of the Unified Zoning Code and be limited to no more than 14 feet in height, including the base. No light poles shall be located within the compatibility setbacks, where the site abuts and is adjacent to residential zoning.
6. Landscaping shall be provided that is equivalent to a landscaped street yard, parking lot landscaping and screening along Tyler Road, and a 10-foot wide landscape buffer along the property lines abutting a residential district, as required in the City of Wichita Landscape Ordinance. A Landscape Plan shall be submitted to the Director of Planning for approval prior to the issuance of a building permit.
7. The solid wood fence 6-8 feet tall shall be placed along the property lines abutting a residential district, as required in the Unified Zoning Code.
8. A drainage plan shall be submitted to Stormwater, prior to issue of permits and redevelopment of the site.

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

DEDICATION OF COMPLETE ACCESS CONTROL

The undersigned AARON AND LARISSA FREEMAN

being the owner(s)/first party, of the following described real estate (property) situated in Wichita, Sedgwick County, Kansas, to wit:

Lots 22 and 23, Block B, Ox-Bow Addition, generally located on the northeast corner of 17th Street North and Tyler Road, Wichita, Sedgwick County, Kansas.

The above undersigned/first party also does hereby transfer and convey to the City of Wichita, Sedgwick County, Kansas, complete access control over the south lot lines of Lots 22 and 23, Block B, Ox-Bow Addition to and from 17th Street North.

IN WITNESS WHEREOF: The said first party has signed these presents the day and the year first above written.

Date this 23 day of January, 2012

STATE OF KANSAS)
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this 23rd day of January, 2012, came before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

AARON FREEMAN

LARISSA FREEMAN

who are personally known to me to be the same person(s) who executed the within instrument of writing and such person duly acknowledged the execution of the same, for and on behalf of the corporation.

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

Maryann Crockett

Notary Public

My Commission Expires: MARYANN CROCKETT NOTARY PUBLIC STATE OF KANSAS My Appt. Exp. 5-22-2015

DECLARATION OF CROSS LOT ACCESS

This declaration is made as of this 23 day of January 2012, by the undersigned,

AARON AND LARISSA FREEMAN
(print)

The undersigned is the owner(s) of Lots 22 and 23, Block B, Ox-Bow Addition, generally located on the northeast corner of 17th Street North and Tyler Road, Wichita, Sedgwick County, Kansas.

NOW THERFORE, the undersigned hereby declares, establishes and grants to the abutting northern property ingress and egress of vehicular traffic along and across the above described property, at such time when the abutting northern property's current SF-5 Single-Family Residential ("SF-5") zoning is change to an office or commercial zoning.

At such time when the abutting northern property's current SF-5 Single-Family Residential ("SF-5") zoning is change to an office or commercial zoning, there shall be erected no continual fence or other barrier which would prevent or obstruct the passage of vehicular traffic between said parcels; provided, however, that this Declaration shall not be constructed to create any rights in the general public nor as a dedication to public use of any said portion of said parcels on said property.

The cross lot access herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said properties, their successors and assigns.

IN WITNESS WHEREOF, this declaration has been executed as of the date first above written.

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

By : _____
Signer(s)

_____
Signer(s)

BE IT REMEMBERED, that on this 23 day of January, 2012, came before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

AARON FREEMAN

LARISSA FREEMAN

(print)

who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf of the corporation.

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

_____
Notary Public

My Commission Expires: _____

MARYANN CROCKETT
NOTARY PUBLIC
STATE OF KANSAS
My Appt. Exp. 5-22-2015

CITY OF WICHITA

INTEROFFICE MEMORANDUM

TO: Mayor and Wichita City Council Members

FROM: Megan Buckmaster, Neighborhood Assistant District V

SUBJECT: **ZON2011-00039**

DATE: January 19, 2012

On Monday, January 9th, the District Advisory Board (DAB) for Council District V considered a NR Neighborhood Retail ("NR") with a Protective Overlay ("PO") generally located on the northeast corner of Tyler Road and 17th Street North (1820 N. Tyler Road).

The only concern noted from the District Advisory Board was whether there were any neighborhood protests ort concerns known. Planning staff responded there had been no concerns raised.

The action of the DAB was to approve the request.

The vote was 7-0.

EXCERPT MINUTES OF THE DECEMBER 22, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

Case No.: ZON2011-39 - Aaron & Larissa Freeman (applicants/owners)request a City zone change from SF-5 Single-Family Residential to NR Neighborhood Retail on property described as:

Lots 22 and 23; Block B, Ox-Bow Addition, Wichita, Sedgwick County, Kansas.

BACKGROUND: The applicant requests NR Neighborhood Retail ("NR") zoning, with a PO Protective Overlay ("PO") on the platted 1.27-acre, SF-5 Single-family Residential ("SF-5") zoned site; Lots 22 and 23, Block B, Ox Bow Addition. The applicant proposes a Woman's Clothing Boutique, which is listed in the definition of General Retail in the Unified Zoning Code ("UZC", Sec II-B, 11.l, clothing store) and listed in the UZC as a type of Commercial Use (UZC, Sec III-D). The applicant's PO also proposes allowing the following uses:

(a) Residential Use: Single-Family, Multi-Family, Accessory Apartment, Group Home.
(b) Public and Civic Uses: Church or Place of Worship, Day Care Limited and General, Library, Parks and Recreation, Recycling Collection Station, Private, Elementary, Middle and High Schools, Minor Utility.
(c) Commercial Use: General Office and Personal Improvement Service.

The above underlined uses are currently permitted by right on the site's SF-5 zoning. The subject corner lot's two-story, brick single-family residence (built 1937) has access onto Tyler Road (east side) and 17th Street North (south side).

The site is part of an extensive SF-5 zoned single-family residential neighborhood, that ends two blocks north and a block south of the site along Tyler Road. SF-5 zoned single-family residences abut the site's north and east sides. SF-5 zoned single-family residences are located east across Tyler and south across 17th Street North. Two SF-5 zoned churches are located further south and north of the site, along Tyler. A small SF-5 zoned cemetery is located southwest of the site across Tyler. The site's location on the northeast corner of 17th Street North and Tyler Road puts it halfway between the 21st Street North and Tyler Road and the 13th Street North and Tyler Road arterial road intersections. These intersections are mostly (the SF-5 zoned Northwest High School is the exception) anchored by LC Limited Commercial ("LC") zoned developments that have abutting multiple types of Multi-Family zoning, TF-3 Two-Family Residential ("TF-3") and GO General Office ("GO") zoned developments spreading away from these arterial intersections. The closest non residential zoning to the site are GO zoned properties located two blocks north and a block south of the site along Tyler Road.

CASE HISTORY: The site is platted as Lots 22 & 23, Block B, Ox Bow Addition, recorded with the Register of Deeds December 30, 1957.

ADJACENT ZONING AND LAND USE:

NORTH:	SF-5	Single–family residential, duplex, church
SOUTH:	SF-5	Single–family residential, church
EAST:	SF-20	Single-family residential,
WEST:	SF-5	Single–family residential, cemetery

PUBLIC SERVICES: The site/corner lot is located along 17th Street North and Tyler Road. At this location Tyler is a four-lane minor arterial street. 17th is a paved local residential street. The traffic count

for this portion of Tyler, between its arterial intersections of 13th and 21st Streets North, is approximately 16,341 – 15,083 cars per day (ADTs). There are no street projects included in the C.I.P. All utilities are available to the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" (Land Use Guide) of the Wichita-Sedgwick County Comprehensive Plan identifies the application area as "Urban Residential." The Urban Residential category reflects the full diversity of residential development densities found in a large urban municipality. The range of housing types found includes single detached homes, semi-detached homes, zero lot line units, patio homes, duplexes, townhouses, apartments and multi-family units, condominiums, mobile home parks and special residential accommodations for the elderly (assisted living, congregate care and nursing homes). Elementary and middle school facilities, churches, playgrounds, parks and other similar residential-serving uses may be found in this category. The site's current use as a single-family residence and its SF-5 zoning comply with the Urban Residential category, as do the area's SF-5 zoned churches and cemetery.

The requested NR zoning does not comply with the Urban Residential category. However, it does comply with the Land Use Guide's Local Commercial category. The Local Commercial category includes commercial, office and personal service uses that do not have a regional draw. The size of the site and proposed NR zoning with its PO would support a small retail, office or a personal service, plus multi-family residential development that the current SF-5 zoning does not permit. The PO's proposed single-family residential and multi-family residential uses do comply with the Urban Residential category. The proposed NR zoning and its PO does not serve as a transitional zoning/land use between the area's immediate single-family residential uses and the higher intensity non-residential uses located further north and south of the site at the 21st and 13th Streets North and Tyler Road intersections. At worst the proposed NR zoning would create an isolated retail site, surrounded by SF-5 zoned single-family residences or uses (two churches, a cemetery) permitted by right in the SF-5 zoning district. The proposed NR zoning appears to be 'spot zoning,' which represents a departure from the comprehensive plan, by singling out a parcel of land for special treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances which call for different treatment.

The SF-5 zoned 1.27-acre site's orientation towards Tyler makes it somewhat less desirable for single-family residential use, but its large size does offer some buffer from traffic and it could be subdivided for more single-family residential development. The Commercial Locational Guideline recommends that commercial uses be located adjacent to arterial streets and that commercial traffic not access residential streets. The corner site has direct access onto the arterial Tyler Road, as well as onto 17th Street North a local residential street.

The UZC would require compatibility setbacks and compatibility height standards between non-residential and residential development, as well as a screening requirement from residential zoning and uses. Conformance with the Landscape Ordinance would also be required for this proposal. The applicant would also need to provide an improved parking area, per City standards.

RECOMMENDATION: The Comprehensive Plan "2030 Wichita Functional Land Use Guide" designates this property as Urban Residential. SF-5 zoned Single-family residential neighborhoods surround the site to the, with two churches and a small cemetery also in the area; both churches and a cemetery are permitted buy right in the SF-5 zoning area. Introduction of the NR zoning, with the proposed PO, at this location would permit commercial uses that are not in character with the areas' SF-5 zoned Single-family residential neighborhoods. A change in zoning could have a detrimental effect on

adjacent residential properties and a change in zoning could trigger requests for more zoning changes along this stretch of Tyler Road, in particular for those residential lots whose residences face the arterial road, Tyler, and have direct access/drives onto Tyler. Therefore, it is recommended that this zone change request be DENIED.

This recommendation is based on the following findings:

(1) The zoning, uses and character of the neighborhood: The site is part of an extensive SF-5 zoned single-family residential neighborhood, that ends two blocks north and a block south of the site along Tyler Road. SF-5 zoned single-family residences abut the site's north and east sides. SF-5 zoned single-family residences are located east across Tyler and south across 17th Street North. Two SF-5 zoned churches are located further south and north of the site, along Tyler. A small SF-5 zoned cemetery is located southwest of the site across Tyler.

(2) The suitability of the subject property for the uses to which it has been restricted: The SF-5 zoned site could continue to be used as a single-family residence, thus matching the zoning and use of the neighboring properties. The SF-5 zoned 1.27-acre site's orientation towards Tyler makes it somewhat less desirable for single-family residential use, but its large size does offer some buffer from traffic and it could be subdivided for more single-family residential development.

(3) Extent to which removal of the restrictions will detrimentally affect nearby property: Introduction of the NR zoning, with the proposed PO, at this location would permit commercial uses that are not in character with the areas' SF-5 zoned Single-family residential neighborhoods. A change in zoning could have a detrimental impact on adjacent residential properties and a change in zoning could trigger requests for more zoning changes along this stretch of Tyler Road.

(4) Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide" (Land Use Guide) of the Wichita Sedgwick County Comprehensive Plan identifies the application area as "Urban Residential." The Urban Residential category reflects the full diversity of residential development densities found in a large urban municipality. The site's current use as a single-family residence and its SF-5 zoning comply with the Urban Residential category.

The requested NR zoning does not comply with the Urban Residential category. The proposed NR zoning and its PO does not serve as a transitional zoning/land use between the area's immediate single-family residential uses and the higher intensity non-residential uses located further north and south of the site at the 21st and 13th Streets North – Tyler Road intersections. At worst the proposed NR zoning would create an isolated retail site, surrounded by SF-5 zoned single-family residences or uses (two churches, a cemetery) permitted by right in the SF-5 zoning district. The proposed NR zoning appears to be 'spot zoning,' which represents a departure from the comprehensive plan, by singling out a parcel of land for special treatment or privileges not in harmony with the other use classifications in the area and without any apparent circumstances which call for different treatment.

(5) Impact of the proposed development on community facilities: There would be an increase of traffic onto Tyler Road. Drainage patterns would change because of the increase in paving on the commercial site.

But, if in the opinion of the MAPC this zone change request is appropriate for this location, staff recommends approval of the NR zoning subject to the following provisions of a PO which would restrict uses, signage, and address landscaping, screening, parking, vehicular access, drainage, and require residential character for any building development/redevelopment:

1. Permitted uses shall include: Single-Family Residential, Multi-Family Residential, duplex, Accessory Apartment, Group Home, Church or Place of Worship, Day Care Limited and General, Library, Parks and Recreation, Elementary, Middle and High Schools, Minor Utility, General Retail, General Office, and Personal Improvement Service.

2. The property shall be developed and/or redeveloped with a building that has a residential character, and that includes brick, masonry, wood, Hardie board, composite or a similar type of siding; a double-pitched or hip roof, with a maximum height of 25 feet.

3. Signage shall be a monument type as permitted in the NR zoning district, along Tyler Road. No building signage along the north and east sides of the building. All other provisions of signage shall be as permitted in the Sign Code for the NR zoning district.

4. The property shall be restricted to one point of access onto Tyler Road. The property owner shall dedicate complete access control to 17th Street North. The property owner of the subject site shall provide a joint access and cross lot circulation agreement to be provided prior to the case going to City Council, to be in effect when/if the abutting lot to the north also converts to a non-residential use.

5. Lighting shall conform to lighting standards in Sec. IV-B.4 of the Unified Zoning Code and be limited to no more than 14 feet in height, including the base. No light poles shall be located within the compatibility setbacks, where the site abuts and is adjacent to residential zoning.

6. Landscaping shall be provided that is equivalent to a landscaped street yard, parking lot landscaping and screening along Tyler Road, and a 10-foot wide landscape buffer along the property lines abutting a residential district, as required in the City of Wichita Landscape Ordinance. A Landscape Plan shall be submitted to the Director of Planning for approval prior to the issuance of a building permit.

7. The solid wood fence 6-8 feet tall shall be placed along the property lines abutting a residential district, as required in the Unified Zoning Code.

8. A drainage plan shall be submitted to Stormwater, prior to issue of permits and redevelopment of the site.

BILL LONGNECKER, Planning Staff presented the Staff Report.

MITCHELL commented that he disagreed with staff recommendation and mentioned the area to the south that includes a church and 1 residential property which runs into commercial or other uses. He added that there are 2 residential structures between churches on the north that run into commercial

operations. He said it is not as if the site will change the entire character of a residential area. He said he thinks this is an appropriate use for a large parcel of land in an area that is redeveloping. He said he does not believe it is necessary to include all items allowed in the zoning category for the parcel and said he would like to ask the applicant if the Commission could limit the uses to general office, general retail and single-family residential.

FOSTER commented that during a drive by of the area he noticed that there appears to be a hair salon just north of the site, south of the church in some type of home occupation.

LONGNECKER acknowledged that it was general office and commented that there is retail north and south of the site at the corners of 21st Street and Tyler Road and 13th Street and Tyler Road. He said there are 2 churches located in close proximity to the site which are uses permitted by right in the zoning district. He said staff made a distinction between that and retail. He said the zoning pattern is less intense than the Limited Commercial LC and General Commercial GC at the corners.

ALDRICH said he would like to support Commissioner Mitchell's suggestions on limiting the Protective Overlay (PO). He also asked staff for their opinion about limiting access onto Tyler Road as right in/right out.

LONGNECKER said in order to do that there will need to be a full raised median in the middle of the road; or the applicant would need to put the drive out of the right-of-way into the property line design directly into traffic. He said that is not something property owners want to do but it could be done on a site this size.

ALDRICH commented that there is a lot of traffic on Tyler Road, especially between 13th and 21st Streets. He said if the proposed business is successful there will be a lot more traffic. He said even if the right in/right out it is not a requirement, for him it is a safety issue.

LONGNECKER said it is an item that could be put into the PO design consideration. In addition, he mentioned dedication of complete access control onto 17th Street. He said closing off 17th Street with complete access control is something the Traffic Engineer could look at.

ALDRICH said yes, he agreed with that option also.

AARON FREEMAN, 178 S MAPLE DUNES COURT, WICHITA, APPLICANT asked staff to explain what right in/right out means.

ALDRICH explained that it restricts left-hand turns in and out of the property.

FREEMAN said they sent a letter to the surrounding residences explaining what they were proposing at the site. He said they received positive feedback and added that one person called and was very concerned that there was going to be a gas station at the location. He referred to an architectural rendering of the "Cricket Alley Boutique". He said it is a quaint old building that needs a lot of love and work. He said they do not want to change the architecture and want it to conform to the area and not disrupt the neighborhood. He said they envision a small women's boutique so there should not be high traffic. He mentioned that they alleviated the concerns of the person who called and that she was excited and in favor of the proposal by the time they got off the phone. He said the owner of the hair salon just north of the location contacted them and said he was in favor of having a women's boutique next door because he thought it was compatible with what he is doing. He said they will not be changing the structure or landscape. He briefly reviewed surrounding properties indicating that income properties were

located to the south along 17th Street. He concluded by stating that the Staff Report was very accurate and that they were comfortable with the suggested PO restrictions.

MITCHELL asked Mr. Freeman if he had a problem revising the uses in Item #1 of the PO to single-family residential; general retail and general office only.

FREEMAN responded that would not be a problem at all.

DAVID STILLWELL, 1824 NORTH TYLER ROAD said he lived and has a home operated business just north of the property. He said he welcomes the zone change. He said he understands that the church to the north of the site is for sale and that there may be a request for future rezoning for sale to commercial business. He requested that a day care be added to the list of possible uses. He said he felt a right in/right out restriction may create more traffic hazards and add traffic onto residential streets in the area and that it was better to allow the traffic flow to stay the way it is. He said he sees cars turnaround in the neighborhood behind the businesses now.

VERNON CLAXTON, 8633 WEST 17TH STREET said he lived diagonally across 17th Street from the proposed location. He said he has concerns regarding rezoning the property from Single-Family Residential SF-5 to Neighborhood Retail NR since the area is exclusively zoned for single-family residential use. He said rezoning the site to Neighborhood Retail will be giving the site special treatment and it would also be considered spot zoning because it would be an island so to speak of commercial use within a completely residential area. He said this will be an isolated retail site completely surrounded by single family residential zoning. He said approval of this request will have a negative impact on the neighborhood in the following areas. He said this will create increased traffic flow on Tyler Road. He said there is already heavy traffic in this area and the intersection at 17th Street and Tyler Road is somewhat hazardous already. He said patrons coming in and out of a business next to 17th Street will increase traffic hazards. He said changing this zoning to commercial could have possible detrimental effects on property values and it could also trigger further rezoning requests of property along Tyler Road and accelerate the above mentioned affects in the area. He said this rezoning opens the door to uses not presently allowed and will have negative effects on the neighborhood. He concluded by urging that the zoning change be denied.

FREEMAN said they understand the speakers concerns. He commented that the PO is very restrictive so he hopes that will alleviate some of Mr. Claxton's fears.

LONGNECKER asked about the right in/right out option.

MITCHELL said he would leave the decision about right in/right out up to the Traffic Engineer.

> **MOTION:** To approve subject to staff recommendation with the revision to Item #1 of the PO to read uses will be restricted to "single-family residential, general retail and general office".
>
> **MITCHELL** moved, **ALDRICH** seconded the motion, and it carried (10-0).

Agenda Item No. II-20

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

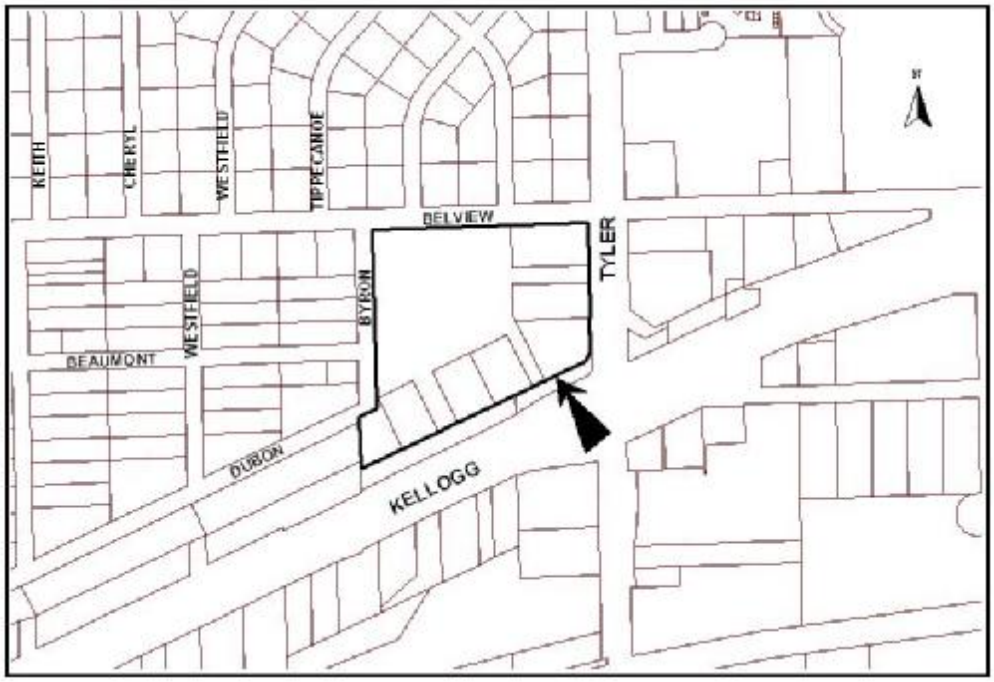
SUBJECT: SUB2011-00018 -- Replat of Holland Commercial Addition located on the northwest corner of Kellogg and Tyler. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (13-0)



Background: The site, consisting of eight lots on 11.5 acres, is a replat of the Holland Commercial Addition. The site is located within Wichita and is zoned GC General Commercial. The site is subject to the Holland Commercial Community Unit Plan (CUP 2003-00052, DP-268).

Analysis: The applicant has submitted 100 percent Petitions and a Certificate of Petitions for water and sewer improvements. The applicant has submitted a Notice of Community Unit Plan (CUP) identifying the approved CUP and special conditions for development.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

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

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Certificate of Petitions, Notice of Community Unit Plan and Resolutions have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the documents and plat, authorize the necessary signatures and adopt the Resolutions.

Attachments: Certificate of Petitions
Notice of Community Unit Plan
Resolutions

CERTIFICATE OF PETITION

STATE OF KANSAS)
)SS
COUNTY OF SEDGWICK)

We, the undersigned owners of the following described real property:

Lots 1-7, Block 1, Replat of Holland Commercial Addition, Wichita, Sedgwick County, Kansas;

do hereby certify that a petition for the following improvements has been submitted to the City Council of the City of Wichita, Kansas

1. Sanitary Sewer
2. Water Main

As a result of the above-mentioned petitions for improvements, all lots or portions thereof within the above described real property, may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

APPROVED AS TO FORM:

_____

Gary E. Rebenstorf, Director of Law

EXECUTED the day and year first written above by:

Holland Ventures, LLC

Signed: George Holland
Print: George Holland
Title: OWNER

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 5th day of January, 2012, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came George Holland, OWNER, Holland Ventures, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

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

Stephen O. Schmidt
Notary Public

My Commission Expires: April 11, 2014

STEPHEN O. SCHMIDT
Notary Public - State of Kansas
My Appt. Expires 4/11/2014

NOTICE OF COMMUNITY UNIT PLAN

THIS NOTICE made this 5th day of January 2012, by the undersigned, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant, is the owner of the real property located in Wichita, Sedgwick County, Kansas, more fully described as Lots 1-7, Block 1, Replat of Holland Commercial Addition, Wichita, Sedgwick County, Kansas, and;

WHEREAS, Declarant wishes to declare that the afore-described property has zoning restrictions on the property.

NOW, THEREFORE, the Declarant hereby gives notice that the approved Community Unit Plan (Holland Commercial Addition, # DP-268), on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, has placed restrictions on the uses and requirements on the development of the above-described property.

Approved as to form:

Gary E. Rebenstorf, Director of Law

Executed this 5th day of January, 2012

Holland Ventures, LLC

Signed: George Holland
Print: George Holland
Title: Owner

STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, That on this 5th day of January, 2012, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came George Holland, Owner, Holland Ventures, LLC, personally known to me and he/she has executed this instrument of writing on the date above first written.

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

Stephen O Schmidt
Notary Public

My Commission Expires: April 11, 2014

STEPHEN O. SCHMIDT
Notary Public - State of Kansas
My Appt. Expires 4/11/14

132019

First Published in the Wichita Eagle on February 10, 2012

RESOLUTION NO. 12-032

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF **LATERAL 9, MAIN, 8 SOUTHWEST INTERCEPTOR SEWER (NORTH OF KELLOGG, WEST OF TYLER) 468-84810** 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, MAIN, 8 SOUTHWEST INTERCEPTOR SEWER (NORTH OF KELLOGG, WEST OF TYLER) 468-84810** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct **Lateral 9, Main 8 Southwest Interceptor Sewer (north of Kellogg, west of Tyler) 468-84810.**

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

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be **Fifteen Thousand Dollars ($15,000)** 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 **November 1, 2011**, 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:

REPLAT OF HOLLAND COMMERCIAL ADDITION
Lots 1 through 7, Block 1

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

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lot 1, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 65/100 of the total cost of the improvement: Lot 2, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 4/100 of the total cost of the improvement: Lot 3, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 6/100 of the total cost of the improvement: Lot 4, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 5/100 of the total cost of the improvement: Lot 5, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 5/100 of the total cost of the improvement: Lot 6, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 10/100 of the total cost of the improvement and Lot 7, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 5/100 of the total cost of the improvement.

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 or by the provisions of a valid re-spread agreement submitted at the time of division.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of February, 2012.

_____
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 February 10, 2012

RESOLUTION NO. 12-033

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90548 (NORTH OF KELLOGG, 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 IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90548 (NORTH OF KELLOGG, 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 improve Water Distribution System Number 448-90548 (north of Kellogg, west of Tyler).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Sixty Thousand Dollars ($60,000) 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 November 1, 2011, 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:

REPLAT OF HOLLAND COMMERCIAL ADDITION
Lots 2 through 5, Block 1

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

> That the method of assessment of all costs of the improvement district for which the improvement district shall be liable shall be on a fractional basis: Lot 2, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 21/100 of the improvement cost: Lot 3, Block 1 REPLAT OF HOLLAND COMMERCIAL ADDITION shall pay 29/100 of the improvement cost: Lot 4, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 25/100 of the improvement cost: Lot 5, Block 1, REPLAT OF HOLLAND COMMERCIAL ADDITION, shall pay 25/100 of the improvement cost.

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

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 7th day of February, 2012.

_____
CARL BREWER, MAYOR

ATTEST:

_____
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

_____
GARY E. REBENSTORF,
DIRECTOR OF LAW

Agenda Item No. II-21

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

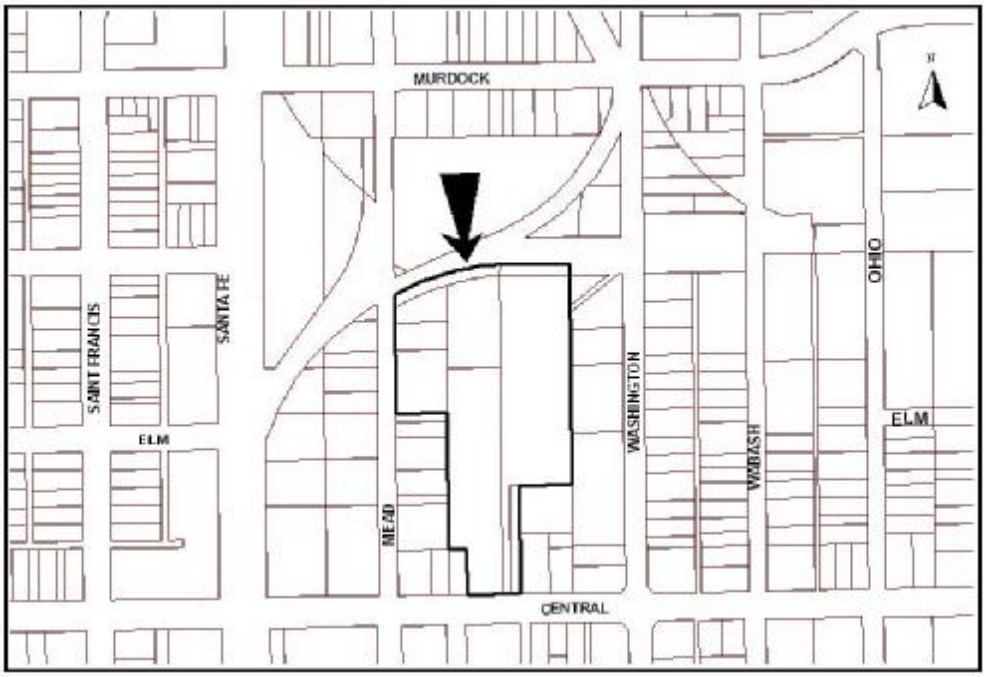
SUBJECT: SUB2011-00041 -- Plat of Lampton Brothers 2nd Addition located on the north side of Central, East of Broadway. (District VI)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of one lot on 7.29 acres, is a replat of the Lampton Brothers Addition and portions of the Throckmorton's Addition and Hiltons Addition. The site is located within Wichita and is zoned LI Limited Industrial.

Analysis: Water and sewer services are available to serve the site. The applicant has submitted a restrictive covenant as requested by Public Works and Utilities Department to tie together an adjoining property for the purpose of water services.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

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

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Restrictive Covenant has been approved as to form by the Law Department and will be recorded with the Register of Deeds.

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

Attachments: Restrictive Covenant

RESTRICTIVE COVENANT

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED Lampton Brothers Investment, Inc., is the owner of the following described real property:

Lot 5 on Washington Ave., Hiltons Addition to Hiltons Addition to Wichita (Sedgwick County), Kansas.

NOW THEREFORE, in consideration of Lot 1, Block 1, Lampton Brothers 2nd Addition, Wichita, Sedgwick County, Kansas, receiving plat approval from the appropriate governmental authorities, the undersigned agrees and covenants that the aforementioned lots shall be retained, held and bound together in order to assure water access to all lots.

It is understood that this covenant shall be binding upon the undersigned, their heirs, or successors and assigns and is a covenant running with the land until such time the property is replatted.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written above.

Lampton Brothers Investment, Inc.

Douglas Lampton, President/CEO

State of Kansas)
) SS
Sedgwick County)

The foregoing instrument was acknowledged before me this 10th day of January, 2012 by Douglas Lampton, President/CEO of Lampton Brothers Investment, Inc..

, Notary Public
(signature of notary officer)

My appointment expires: May 20, 2015.

Approved as to form:

OFFICIAL SEAL
GREG E. NANCE
MY COMMISSION EXPIRES
May 20, 2015

Gary E. Rebenstorf, Director of Law

Agenda Item No. II-22

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

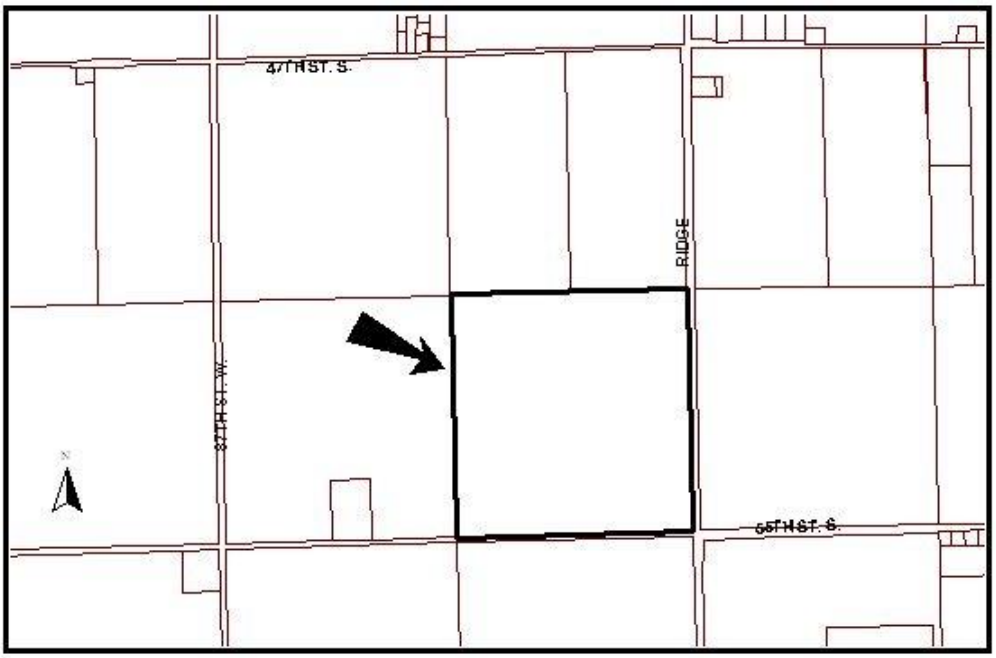
SUBJECT: SUB2011-00047 -- Plat of Resource Recovery Management Addition located on the northwest corner of 55th Street South and Ridge Road. (County)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (9-0)



Background: The site, consisting of one lot on 165.72 acres, is located in the County within three miles of Wichita's boundary. A zone change (ZON2011-00014) from SF-20 Single-family Residential to RR Rural Residential has been approved by the Sedgwick County Commission in addition to a Conditional Use (CON 2011-00017) for a Landfill.

Analysis: The site has been approved by County Code Enforcement for the use of on-site sanitary sewer and water facilities. The applicant has submitted a Drive Approach Closure Certificate regarding the driveways required to be closed by access controls, which are being dedicated by the plat. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance responsibilities of the reserves being platted.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

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

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Drive Approach Closure Certificate and Restrictive Covenant have been approved as to form by the Law Department and will be recorded with the Register of Deeds.

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

Attachments: Drive Approach Closure Certificate
Restrictive Covenant

DRIVE APPROACH CLOSURE CERTIFICATE

Sedgwick County)
) SS
State of Kansas)

Resource Recovery Management, LLC, a Kansas limited liability company, owner of that certain real property to be known as RESOURCE RECOVERY MANAGEMENT ADDITION, is in the process of platting said property, and does hereby acknowledge that in accordance with the requirements of the platting process as set forth by the Wichita-Sedgwick County Metropolitan Area Planning Commission, any existing drive approaches on 55TH St. South shall be closed, and any existing drive approaches on Ridge Rd. in excess of the two allowed openings shall be closed.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per Sedgwick County specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to Sedgwick County (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that Sedgwick County may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 9th day of January, 2012.

Resource Recovery Management, LLC

By: John E. Dugan
John E. Dugan, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 9th day of January, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, as President of Resource Recovery Management, LLC, a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Approved as to form:

Gary E. Rebenstorf, Director of Law

RESTRICTIVE COVENANT

THIS DECLARATION made this 4th day of January, 2012, by Resource Recovery Management, LLC, a Kansas limited liability company, hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

RESOURCE RECOVERY MANAGEMENT ADDITION
Lot 1, Block A

WHEREAS, the Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserve "A", Resource Recovery Management Addition, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserve "A" is hereby reserved for open space, lakes, detention/retention purposes, berms, landscaping, drainage purposes, agricultural and agricultural related uses, pipelines and related appurtenances as confined to easement, and electric lines and related appurtenances as confined to easement.

Reserve "A" shall be owned and maintained by the owner of Lot 1, Block A, Resource Recovery Management Addition.

4. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the common areas, as defined, for the purposes of maintaining such common areas. This easement is conditioned upon the following event or events happening:

A. That the Declarant or the Lot Owner, as may be appropriate, has failed to maintain the common areas in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the Declarant or the Lot Owner and neither entity has responded in initiating corrective action within 30 days of such notice. If the governing body has taken action to maintain the common areas under this covenant, the Declarant or Lot Owner shall pay promptly the costs expanded. If the costs are not paid within 30 days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block A, Resource Recovery Management Addition, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to said Lots, as platted in Resource Recovery Management Addition, Sedgwick County, Kansas.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the County of Sedgwick. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Resource Recovery Management, LLC

By: _____
John E. Dugan, President

STATE OF KANSAS)
SEDGWICK COUNTY) SS:

BE IT REMEMBERED, that on this 4th day of January, 2012, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came John E. Dugan, as President of Resource Recovery Management, LLC, a Kansas limited liability company, personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same, for and on behalf and as the act and deed of said limited liability company.

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

JUDITH M. TERHUNE
Notary Public - State of Kansas
My Appt. Expires 11-7-13

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, Director of Law

Agenda Item No. II-23

City of Wichita
City Council Meeting
February 7, 2012

TO: Mayor and City Council

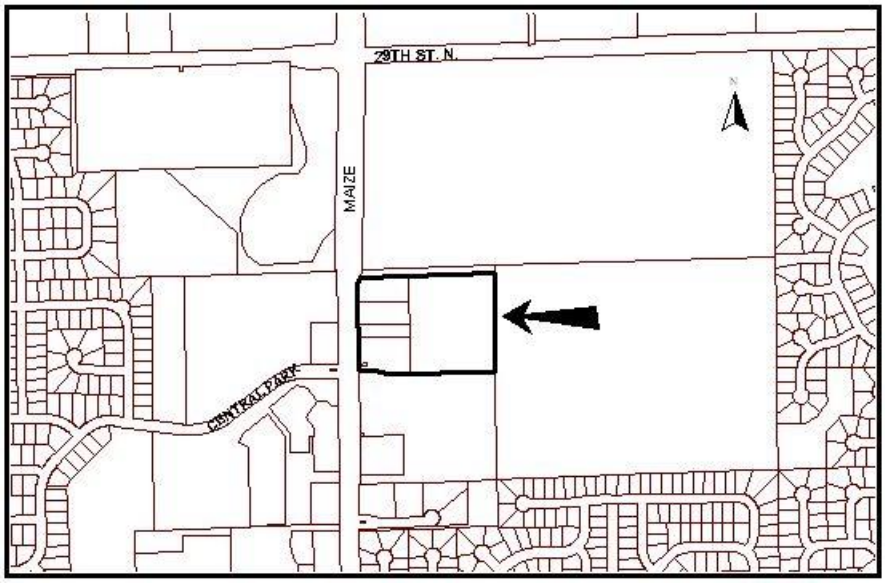
SUBJECT: SUB2011-00054 -- Plat of Central Park Plaza Addition located south of 29th Street North on the east side of Maize. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)



Background: The site, consisting of five lots on 11.44 acres, is a replat of a portion of the Pearson Commercial Addition. The site is located within Wichita and is zoned LC Limited Commercial. The site is subject to the Pearson Commercial Addition Community Unit Plan (CUP2006-00016, DP-297).

Analysis: Sewer services are available to serve the site. Water improvements will be constructed by a private project.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

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

Goal Impact: Approval of the plat will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: There are no legal considerations associated with the plat.

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

Attachments: There are no attachments associated with the plat.

Agenda Item No. II-24

City of Wichita
City Council Meeting
February 7, 2012

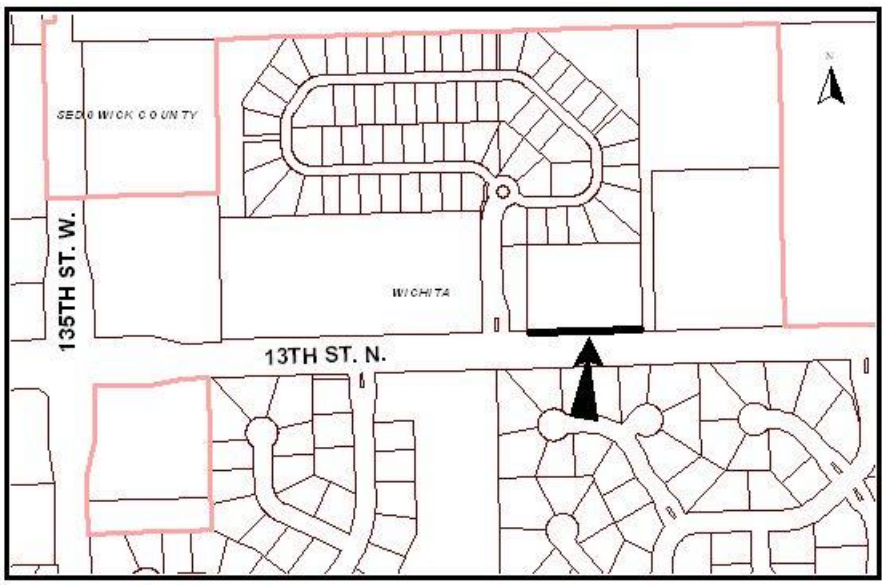
TO: Mayor and City Council

SUBJECT: DED2012-00001 – Dedication of Street Right-of-Way located north of 13th Street North, east of 135th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Accept the dedication.



Background: This Dedication is associated with Conditional Use Case No. CON2011-00037 to permit a Day Care and was requested by the Planning Commission to meet access management standards for arterial street right-of-way.

Analysis: The Dedication is for additional right-of-way for 13th Street North.

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

Goal Impact: Approval of the Dedication will ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

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

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

Attachments: Dedication

DEDICATION OF STREET RIGHT-OF-WAY

KNOW ALL MEN BY THESE PRESENT

That the undersigned, Word of Life Church Inc., c/o Robert J. Rotola being the owner of the following described real estate in Wichita, Sedgwick County, Kansas, to wit:

> The east 355 feet and south 275 feet of Lot 1, West Meadows Addition, Wichita, Sedgwick County, Kansas.

The above and below undersigned does hereby agree that the south 10-feet, for a length of 355 feet, of the above described property is dedicated for public street right-of-way to 13th Street North to the City of Wichita.

ROBERT J. ROTOLA

IN WITNESS WHEREOF Robert J Rotola (PRESIDENT, Word of Life Church, INC)
(type and print name)

has (have) executed this instrument and delivered the same to the City of Wichita, Kansas, on this 28th day of December, 2011.

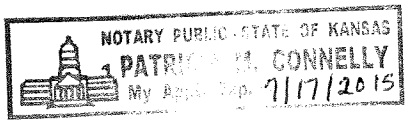
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 28th day of December, 2011, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came

<CON 2011-377>
<DED 2012-01>

Robert J Rotola, personally known to me to be the same person(s) who executed the within instrument of writing and such person duly acknowledged the execution of the same.

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



Patricia M Connelly
Patricia M Connelly
Notary Public

(My Commission Expires: 7/17/2015)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
February 7, 2012

TO: Wichita Housing Authority Board Members

SUBJECT: Section 8 Administrative Plan Revisions

INITIATED BY: Housing and Community Services Department

AGENDA: Wichita Housing Authority (Consent)

Recommendation: Review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

Background: The Governing Board of the Housing Authority must approve revisions to the Section 8 Administrative Plan before changes can be implemented. Changes which the Housing Authority Board approved in prior actions are now being incorporated into the official Administrative Plan for the program.

Analysis: The revisions which are presented for approval include clarification of prior revisions for waiting list preferences, criminal activity and client expectations regarding inspections and property damages.

Financial Considerations: None

Goal Impact: The Section 8 Housing Choice Voucher program contributes to the Promote Economic Vitality and Affordable Living goal.

Legal Considerations: The Wichita Housing Authority Board must approve revisions to the Section 8 Administrative Plan. The Law Department has reviewed and approved as to form the plan revisions.

Recommendations/Actions: It is recommended that the Wichita Housing Authority Board review and approve the Section 8 Administrative Plan revisions for the Section 8 Housing Choice Voucher Program.

Attachment: Summary of revisions to S8 Administrative Plan.

REVISION GUIDE
For Housing and Community Services Department
Wichita Housing Authority
Section 8 Administrative Plan
February 7, 2012

SECTION OF PLAN	REVISIONS
5.2 Waiting List Preference	Inserted Definition of Working Preference
6.0 Assignment of Bedroom Sizes	Children of the same sex will share a bedroom *(sibling regardless of age). (Revised 2-07-2012)*
12.1 Types of Inspections 13.0 Owner Claims For Damages 24.1 Shelter Plus Care	Removal of policy and procedures as it relates to Shelter Plus Care and Moderate Rehabilitation Programs. These programs are no longer within the Section 8 Division.
15.E Termination of Assistance	Clarifying the criminal activity section with wording from CFR. *Evidence of felony or drug related criminal activity by a household member as determined by Housing Authority based on preponderance of the evidence, that the household member has engaged in the activity, regardless of whether the household member has been arrested or convicted for such activity (24 CFR 982.553(b)(iii)(c)). (Revised 2-07-2012)*
15.N Termination of Assistance	Clarifying client expectation to complete their inspection deficiency during allotted time: *Client/Tenant inspection failed items must be completed timely within 1-day (life-threatening deficiency) or 24-days. Maximum of two inspection trips for each inspection types. (Revised 2-07-2012)*

City of Wichita
City Council Meeting
February 7, 2012

TO: Wichita Airport Authority

SUBJECT: Airparts Company – S. A. No. 16
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The Wichita Airport Authority (WAA) has an agreement with Airparts Company (Airparts) for the lease of an office/-warehouse facility located at 1991 Airport Road on Wichita Mid-Continent Airport. Airparts has occupied the space since January 1, 1996. Airparts is desirous of extending its current agreement for one additional year through December 31, 2012.

Analysis: Airparts occupies 2,504 square feet of the subject building, which has a total area of approximately 12,135 square feet. Rockwell Collins occupies the remainder of the facility.

Financial Considerations: Annual revenue to the Airport for use of the 2,504 sq. ft. will be $15,791, which reflects an increase of one percent compared to the previous year. The calculation of this amount includes a land rental rate increase to $.3557 per square foot. The new rate is consistent with the WAA's published land rental rate schedule. The facility rent will remain the same at the rate of $4.57 per square foot.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through maintaining agreements which allow Mid-Continent's business partners to continue operations on the Airport, which in turn, generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Supplemental Agreement and authorize the necessary signatures.

Attachments: Supplemental Agreement No. 16.

SUPPLEMENTAL AGREEMENT NO. 16

By and Between

THE WICHITA AIRPORT AUTHORITY

and

AIRPARTS COMPANY, INC.

Facility Rental – 1991 Airport Road
Wichita Mid-Continent Airport

THIS SUPPLEMENTAL AGREEMENT NO. 16, dated February 7, 2012, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, the (LESSOR); and AIRPARTS COMPANY, INC., the (LESSEE).

The parties previously entered into an Agreement dated December 18, 1995 for use of the facility located at 1991 Airport Road for aviation-related purposes in connection with its business of distribution and retailing of aircraft parts;

That original agreement has been modified by Supplement Agreement Nos. 1 through 15, with the most recent supplement dated February 15, 2011; and

The LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 16 for the purpose of modifying certain language, adjusting the rental amounts, and extending the Agreement for one year.

In consideration of these covenants and agreements, the parties hereto agree to the following modifications to the original agreement, as previously supplemented:

1. Term

Section 1, Term, of the Supplemental Agreement No. 15 shall be modified to replace with the following language:

The term of this extension shall be for a one-year period from January 1, 2012 through December 31, 2012.

2. Rental

Section 2, Rental, of the Supplemental Agreement No. 15 shall be modified to replace with the following language:

Facility rental shall remain and continue for this twelve month term of this Supplemental Agreement shall be annual rental of $11,460.38, payable in monthly installments of $955.03.

In addition to paying the foregoing facility rental, LESSEE agrees to pay land rental for the leased premises, containing approximately 12,175 square feet. Basic land rental during the term of this Supplemental Agreement shall be set at $.3557 per square foot. This land rental will result in an annual rental of $4,330.65, payable in monthly installments of $360.89.

Therefore for both facility rental and land rental, the annual rent shall be $15,791.03, payable in monthly installments of $1,315.92, due on the first day of each month during the term of this Supplemental Agreement.

3. Insurance

Section 14, Liability Insurance, of the original Agreement shall be modified to delete the following language from the first paragraph:

"comprehensive automobile liability insurance in a combined single limit of not less than $500,000, and".

4. Other Terms

It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement, as amended, shall remain in full force and effect.

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By_____
Carl Brewer, President

"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

AIRPARTS COMPANY, INC.

By _____

Title _____

By _____

Title _____

"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

City of Wichita
City Council Meeting
February 7, 2012

TO: Wichita Airport Authority (WAA)

SUBJECT: Wally's Structural Loads Consulting, LLC
Supplemental Agreement No. 1 for office use of 2120 Airport Road
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Supplemental Agreement.

Background: The Wichita Airport Authority (WAA) approved a lease with Wally's Structural Loads Consulting, LLC (Wally) on July 26, 2011, to lease an office at the multi-tenant facility located at 2120 Airport Road on Wichita Mid-Continent Airport. Wally is now desirous of leasing a second office to expand the company's engineering services for aircraft manufacturers and the Federal Aviation Administration.

Analysis: The initial term to lease the additional office is for one year with three, one-year option terms.

Financial Considerations: The facility rental rate of $10 per sq. ft. during the initial term will result in new annual revenue to the WAA of $3,020. The facility rental rate will increase to $12 per sq. ft. during the option terms.

Goal Impact: The Airport's contribution to the Economic Vitality and Quality of Life of Wichita is promoted through negotiating agreements which allow the Airport System's business partners to continue operations on the Airport, which generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

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

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

Attachments: Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT NO. 1

By and Between

WICHITA AIRPORT AUTHORITY
Wichita, Kansas

and

Wally's Structural Loads Consulting, LLC

for

Use of Facility – 2120 Airport Road – Suites A & B
Wichita Mid-Continent Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1, dated February 7, 2012, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and Wally's Structural Loads Consulting, LLC, (LESSEE).

WHEREAS, LESSOR is a governmental or quasi-governmental entity authorized under the laws of the State of Kansas to own and operate one or more airports, with full, lawful power and authority to enter into binding legal instruments by and through its governing body; and

WHEREAS, LESSOR owns, operates, regulates, administers, and maintains the campus of Wichita Mid-Continent Airport (Airport); and

WHEREAS, the parties hereto have heretofore entered into a Use and Lease Agreement dated July 26, 2011 (Primary Agreement); and

WHEREAS, the Landlord and Tenant are now desirous of entering into this Supplemental Agreement No. 1 for the purpose of leasing additional office of real property commonly known as 2120 Airport Road – Suite B, Wichita, Kansas, from the LESSOR under the terms and conditions set forth below:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby covenant and agree as follows:

1. PREMISES

Section 1, Premises, of the Primary Agreement shall be modified to add the following language:

LESSOR does hereby lease to LESSEE additional office space commonly known as the Premises located at 2120 Airport Road – Suite B on Wichita Mid-Continent Airport, consisting of 203 square feet of office space, all referred to herein as the Premises, as outlined on Exhibit "A", attached hereto and made a part hereof.

2. INITIAL TERM

Section 2, Initial Term, of the Primary Agreement shall be modified to add the following language:

The Term of this Supplemental Agreement shall commence on January 16, 2012, and shall continue for a period of twelve months ("Initial Term"), with the Initial Term expiring on December 31, 2012, unless otherwise terminated under provisions agreed to herein.

3. OPTION TERM

Section 3, Option Term, of the Primary Agreement shall be modified to add the following language:

This Supplemental Agreement may be renewed for three, one-year periods ("Option Term"), with the last Option Term expiring on December 31, 2015, provided LESSEE is not in default hereunder or in the Primary Agreement beyond any applicable grace or cure periods in rental or other payments to LESSOR at the time such notice exercising the Option Term is given. If LESSEE chooses to exercise its option to renew, written notice shall be submitted to LESSOR no less than ninety (90) days prior to the expiration of the Initial Term. If LESSEE is in default of any obligation under this Supplemental Agreement or in the Primary Agreement beyond the time periods expressly allowed in this Section, then any notice attempting to exercise the Option Term shall be void.

4. FACILITY RENT DURING INITIAL TERM

Section 5, Facility Rent During Initial Term, of the Primary Agreement shall be modified to add the following language:

The parties hereby agree that the Facility Rent for the Initial Term, effective January 16, 2012, shall be set at $10.00 per square foot per year. This rental will result in an annual payment of $2,030.00, payable in monthly installments of $169.17.

5. FACILITY RENT DURING OPTION TERMS

The Primary Agreement shall be modified to add the following language:

The parties hereby agree that the Facility Rent for the three (3) option terms, effective January 1, 2013, shall be set at $12.00 per square foot per year. This rental will result in an annual payment of $2,436.00, payable in monthly installments of $203.00.

6. OTHER TERMS

It is understood and agreed that all other terms and conditions of Primary Agreement between the parties hereto shall remain in full force and effect.

[Signatures appear on the following page]

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

ATTEST:

THE WICHITA AIRPORT AUTHORITY
WICHITA, KANSAS

By _____
Karen Sublett, City Clerk

By _____
Carl Brewer, President
"LESSOR"

By _____
Victor D. White, Director of Airports

ATTEST:

By _____

By _____
WALLY'S STRUCTURAL LOADS
CONSULTING, LLC
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law