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CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. January 27, 2015

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on January 13, 2015

II. CONSENT AGENDAS ITEMS 1 THROUGH 31

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

IV. NEW COUNCIL BUSINESS

1. Petition Calling for Election to Adopt Ordinance Reducing Criminal Penalties for Possession of Marijuana and Marijuana Paraphernalia.

RECOMMENDED ACTION: Consider three options: Option 1: Approve the ordinance passing the requested ordinance and place it on first reading; Option 2: Approve the ordinance calling for a special election and direct the clerk to publish the appropriate notices of Election, Option 3: Direct staff to file an action in the Sedgwick County District Court for an opinion regarding the validity of the proposed ordinance.

2. Amendment to 2015 City of Wichita State Legislative Agenda.

RECOMMENDED ACTION: Remove the driver's permits for undocumented workers issue from the City of Wichita's 2015 State Legislative Agenda.

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 31)

II. CITY COUNCIL CONSENT AGENDA ITEMS

1. Report of Board of Bids and Contracts dated January 26, 2015.

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

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u> Kurt M Schmidt	<u>2015</u> Picasso's Pizzeria**	<u>(Consumption on Premises)</u> 621 West Douglas
<u>Renewal</u> Terry L Held	<u>2015</u> Wal-Mart #1221***	<u>(Consumption off Premises)</u> 6110 West Kellogg
John A Mann	Walgreens #2750***	5555 South Broadway
John A Mann	Walgreens #5768***	5505 East Harry
John A Mann	Walgreens #5793***	710 North West
John A Mann	Walgreens #6006***	9525 East 21 Street North
John A Mann	Walgreens #6170***	555 North Maize Road
John A Mann	Walgreens #6362***	333 West 13th
John A Mann	Walgreens #7147***	1555 South Broadway
John A Mann	Walgreens #5770***	3150 South Seneca
Terry Williams	Quik Trip #345R***	3945 South Meridian
Kevin Hess	Kwik Shop #749***	2142 North Webb Road

**General/Restaurant (need 50% or more gross revenue from sale of food)

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

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

3. Preliminary Estimates:

- a. List of Preliminary Estimates.

RECOMMENDED ACTION: Receive and file.

4. Agreements/Contracts:

- a. Agreement with the City of Bel Aire for Improvements to 37th Street North, Oliver to Woodlawn.
(District I)

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

5. Property Acquisitions:

- a. Acquisition of a Temporary Easement at 60 North West Parkway for the Reconstruction of the Bridge on Douglas Avenue at Linden Drive. (District II)
- b. Approval of Offers for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project. (District III)

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

6. Minutes of Advisory Boards/Commissions

Police and Fire Retirement System, October 22, 2014
Wichita Employees' Retirement System, November 19, 2014
Bicycle and Pedestrian Advisory Board, November 10, 2014
Bicycle and Pedestrian Advisory Board, November 17, 2014
Wichita Airport Advisory Board, December 1, 2014

RECOMMENDED ACTION: Receive and file.

7. Report on Claims for December 2014.

RECOMMENDED ACTION: Receive and file.

8. Payment for Settlement of Claim.

RECOMMENDED ACTION: Authorize payment of \$12,992.33 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the resolution.

9. Funding for the Redbud Multi-Use Path. (District I)

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

10. Free Fares Project.

RECOMMENDED ACTION: Approve the Free Fares Project, grant submission documents and grant agreement and authorize the necessary signatures.

11. Nuisance Abatement Assessments, Cutting Weeds.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

12. Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) Grants from the Federal Transit Administration.

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

13. Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration.

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

14. Waiver of MABCD Special Assessment Fees. (District I)

RECOMMENDED ACTION: Waive the \$366.13 in MABCD special assessment fees.

15. WAMPO Travel Demand Model Support Services Consultant Contract.

RECOMMENDED ACTION: Approve the contract with TranSystems Corporation for the WAMPO Travel Demand Model Support Services consulting services and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

16. Sale of City-owned Property East of 440 East Galena. (District III)

RECOMMENDED ACTION: Approve the real estate purchase agreement and authorize all necessary signatures.

17. Notice of Intent to Use Debt Financing - ACT 3 Terminal Building Allowance No. 2.

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

18. Consent to Easements, Presbyterian Manors, Inc., Topeka, KS.

RECOMMENDED ACTION: Adopt the Resolution consenting to the easements and authorize the necessary signatures.

19. Consent to Easement, KSDD Properties, LLC. (District II)

RECOMMENDED ACTION: Adopt the Resolution consenting to the easement and authorize the necessary signatures.

20. Second Reading Ordinances: (First Read January 13, 2015)

- a. List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

II. CONSENT PLANNING AGENDA ITEMS

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

21. *VAC2014-00032 Request to Vacate Access Control Dedicated by Separate Instrument on Property Generally Located on the Southwest Corner of Haskell Avenue and Seneca Street. (District IV)

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

22. *VAC2014-00034 Request to Vacate Portions of a Platted Utility Easement, a Platted Wall Easement, a Platted Setback, and Two Utility Easements. Dedicated by Separate Instruments on Property Generally Located on the Southeast Corner of 21st Street North and Rock Road. (District II)

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

23. *VAC2014-00037 Request to Vacate Portions of Platted Setbacks and Platted Street Right-of-Ways on Property Generally Located on the Southwest Corner of Lincoln Street and Hydraulic Avenue. (District I)

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

24. *VAC2014-00038 Request to Vacate Two Platted Utility Easements, on Property Generally Located on the Northeast corner of 21st Street North and Ridge Road. (District V)

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

25. *VAC2014-00042 Request to Vacate Portions of a Platted Reserve and Vacate the Plator's Text on Property Generally Located South of Maple Street, on the West Side of 135th Street West, North of Verona Street, on the East and West Sides Verona Court. (District V)

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

26. *VAC2014-00043 Request to Vacate a Portion of a Platted Reserve and Vacate the Plator's Text on Property Generally Located South of Maple Street, on the West Side of 135th Street West, North of Montecito Lane, on the West Side of Siena Lane. (District V)

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

27. *VAC2014-00044 Request to Vacate Portions of a Platted Utility Easement, a Parking Easement, and a Platted Reserve and Vacate the Plator's Text on Property Generally Located South of Maple Street, West of 135th Street West, on the Northwest Side of Verona Street and Siena Lane. (District V)

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

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.

None

II. CONSENT AIRPORT AGENDA ITEMS

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

28. *Air Capital Terminal 3 (ACT3) - Terminal Apron Phase IV Part A Supplemental Agreement - Wichita Dwight D. Eisenhower National Airport.

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

29. *MCA Fuel Services, LLC. Supplemental Agreement No. 1 - Colonel James Jabara Airport.

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

30. *DHL Express (USA), Inc. - 2163 Air Cargo Road - Wichita Dwight D. Eisenhower National Airport.

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

31. *Parking Facilities Program Change Order No. 4, Wichita Dwight D. Eisenhower National Airport.

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

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Petition Calling for Election to Adopt Ordinance Reducing Criminal Penalties for Possession of Marijuana and Marijuana Paraphernalia

INITIATED BY: Law Department / City Clerk

AGENDA: New Business

Recommendation: Consider petition requesting passage of an ordinance reducing the penalties for possession of marijuana and marijuana paraphernalia to an infraction.

Background: K.S.A. 12-3013 establishes a procedure for citizens to submit a proposed ordinance to the governing body of a municipality for passage by a petition signed by twenty-five percent (25%) of the electors who voted in the last City election.

In August of 2014, the City Council considered a petition to enact a civil penalty for the possession of marijuana. The petition submitted failed to contain the required number of signatures for the City Council to place the issue on a ballot for a public vote.

At that time, legal staff was directed to work with the petition group to develop a petition which addressed a number of staff's legal concerns. After several meetings, petition language was finalized. Specific changes to existing City code, Section 5.26.040 were drafted. Throughout discussions with the group, City legal staff continued to advise them, that without a change in state law, the proposed ordinance would appear to conflict with state law.

On January 7, 2015, a petition was filed with the City Clerk proposing an ordinance which would reduce the penalties for first time possession of marijuana. The drafted revisions to code section 5.26.040 were not included in or attached to the petition filed with the City Clerk. On January 14, 2015, the Sedgwick County Election Office verified that the petitions contained the necessary signatures of twenty-five percent (25% of the qualified electors who voted in the last City election) to require the City Council to consider the proposed ordinance.

Analysis: State statutes require the City Council to take action on the proposed ordinances within 20 days of certification of the necessary number of signatures by the Election Commissioner. The deadline for submitting questions on the ballot has been established as February 9, 2015, by the Election Commissioner. The City Council has three options:

- Pass the proposed ordinance;
- Call for an election;
- File an action in Sedgwick County District Court for an opinion regarding the validity of the ordinance.

Pass the proposed ordinance.

Pursuant to K.S.A. 12-3013, the City may pass the ordinance as written. The proposed ordinance reduces the penalty for a first offense conviction of 32 grams or less of Cannabis Sativa or drug paraphernalia related to marijuana, by persons 21 years or older to an infraction with a fine not to exceed fifty dollars. Current City ordinances and state law, K.S.A. 21-5706 and K.S.A. 21-5709, establish that possession of marijuana and drug paraphernalia are criminal offenses with a fine not to exceed \$2,500 and/or imprisonment of up to twelve (12) months in the Sedgwick County Jail.

A concern regarding this option, is whether the proposed ordinance conflicts with state law. If the ordinance is found to conflict with state law, it would be void. If passed by the City Council, the ordinance cannot be amended or repealed by the City Council for a period of ten years.

Call for an election.

The City Council may call for an election. Any election must be held not more than 90 days following certification of the petition by the Election Commissioner. The election could be held during the City Council and Mayoral Elections on April 7, 2014.

Passage of the ordinance by the general public, will not cure any legal issues posed by the proposed ordinance.

File an Action in Sedgwick County District Court for an opinion regarding the validity of the ordinance.

K.S.A. 25-3601 allows the City to file an action in District Court, seeking an opinion as to whether the proposed ordinance is valid. The statute requires the District Court to render an opinion on the validity of the petition and underlying ordinance within 20 days of filing.

Financial Considerations: Lost revenue will occur in the reduction of fines for first time offenses, as well as diversion fines and fees for these offenses. It is estimated that a decrease of approximately \$100,000 in Municipal Court revenue will occur annually. There will be minimal effect on jail fees paid by the City for these offenses. A sampling of jail fee billings indicate that less than \$500 per month is assessed for defendants who are being held only on drug related charges.

Costs for the notice for the elections will be the responsibility of the City. It is estimated that this will be less than \$2,500.

Legal Considerations: The proposed ordinance calling for the election, the notice of election and the ordinance reducing the penalties for these offenses have been prepared and reviewed by the Law Department. Any proposed ordinance establishing penalties for possession of marijuana less than those established by state law would be in conflict with state law. Prosecution of individuals under a void ordinance could subject the City to claims of malicious prosecution and liability under 42 U.S.C. 1983. Any convictions under such an ordinance would be void as a matter of law.

Recommendations/Actions: It is recommended that the City Council consider three options. Option 1: Approve the ordinance passing the requested ordinance and place it on first reading. Option 2: Approve the ordinance calling for a special election and direct the clerk to publish the appropriate notices of Election. Option 3: Direct staff to file an action in the Sedgwick County District Court for an opinion regarding the validity of the proposed ordinance.

Attachments: Petition, Certification of Election Commissioner, Proposed Marijuana Ordinance and Proposed Election Ordinance.

(Published in the Wichita Eagle on March 24, 2015 and March 31, 2015)

NOTICE OF SPECIAL QUESTION ELECTION
CITY OF WICHITA, KANSAS

Notice is hereby given to the qualified electors of the City of Wichita that a special question election has been called and will be held in conjunction with the city council and mayoral elections on April 7, 2015, for the purpose of submitting to the qualified electors of the City the following proposition:

SHALL THE FOLLOWING BE ADOPTED?

An ordinance reducing the penalty for first offense conviction for possession of thirty-two (32) grams or less of cannabis sativa L, otherwise known as marijuana, and/or drug paraphernalia related thereto, by persons twenty-one (21) years of age or older, to an infraction with a fine not to exceed fifty dollars (\$50.00).

YES _____ NO _____

Such election shall be conducted by the Sedgwick County Election Commissioner and held in the manner and in accordance with the laws of the State of Kansas, including but not limited to K.S.A. 25- 2601 et seq.

Karen Sublett
City Clerk, City of Wichita, Kansas

ORDINANCE NO. 49-935

AN ORDINANCE AMENDING THE CODE OF THE CITY OF WICHITA, KANSAS, REDUCING THE CRIMINAL PENALTIES FOR POSSESSION OF MARIJUANA.

WHEREAS, more than three thousand citizens in the City of Wichita have signed petitions requesting that the Wichita City Council reduce the criminal penalties for possession of marijuana and marijuana paraphernalia; and

WHEREAS, the City Council finds that it is in the public's interest that the penalties be reduced for first time possession of marijuana and marijuana paraphernalia to an infraction.

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

SECTION 1. Section 5.26.045 of the Code of the City of Wichita, Kansas, is hereby created to read as follows:

“The penalty for first offense conviction for possession of thirty-two (32) grams or less of cannabis sativa l, otherwise known as marijuana, and/or drug paraphernalia related thereto, by persons twenty-one (21) years of age or older, is reduced to an infraction with a fine not to exceed fifty dollars (\$50.00).”

SECTION 2. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 3rd day of February, 2015.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon L. Dickgrafe
Interim City Attorney

ORDINANCE NO. 49-936

AN ORDINANCE PURSUANT TO K.S.A. 12-3013, SUBMITTING THE QUESTION OF PASSAGE OF AN ORDINANCE REDUCING THE CRIMINAL PENALTIES FOR POSSESSION OF MARIJUANA BY THE CITY OF WICHITA TO THE VOTERS OF THE CITY OF WICHITA, ESTABLISHING THE BALLOT QUESTION AND CALLING FOR A NON-PARTISAN SPECIAL ELECTION.

WHEREAS, on January 7, 2015, a petition, pursuant to K.S.A. 12-3013, was submitted to the City Clerk proposing passage of an ordinance of the City of Wichita which would reduce the criminal penalty for possession of marijuana and marijuana paraphernalia.

WHEREAS, on January 14, 2015, the Sedgwick County Elections Office verified that a sufficient number of signatures were contained on the petition filed with the City Clerk to require the City Council to consider the proposed ordinance.

WHEREAS, the City Council has heard public comment regarding the proposed ordinance and finds that the issue should be submitted to a vote of the public.

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

SECTION 1. Pursuant to K.S.A. 12-3013, after careful and thoughtful consideration of the proposed ordinance, the City Council determines that it is in the public's interest to submit this question to a vote of the citizens of the City of Wichita.

SECTION 2. Ballot Question. The ballot question shall read as follows:

Ballot Question:

SHALL THE FOLLOWING BE ADOPTED?

An ordinance reducing the penalty for first offense conviction for possession of thirty-two (32) grams or less of cannabis sativa L, otherwise known as marijuana,

and/or drug paraphernalia related thereto, by persons twenty-one (21) years of age or older, to an infraction with a fine not to exceed fifty dollars (\$50.00).

YES _____ NO _____

SECTION 3. Notice and Call of Election.

A. Pursuant to K.S.A. 12-3013, the Wichita City Council hereby gives notice of and calls for a non-partisan special election to be held in the City of Wichita, Kansas on April 7, 2015 to submit to the qualified voters of the City the question of whether the proposed ordinance should be adopted.

B. Such election shall be conducted by the Sedgwick County Election Commissioner and held in the manner and in accordance with the laws of the State of Kansas, including but not limited to K.S.A. 25-2601 et seq.

C. Only the qualified electors registered to vote under the laws of the State of Kansas, in the City of Wichita, Kansas, may vote on the question as set forth; and the question must be approved by a majority of the voters thereon at the election.

SECTION 4. Publication. The City Clerk is hereby directed to publish this ordinance on March 24, 2015 and March 31, 2015 in the official City newspaper.

PASSED by the governing body on this 3rd day of February, 2015.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe
Interim City Attorney



RECEIVED

JAN 14 '15

CITY CLERK OFFICE

Certificate of Commissioner of Elections

I, Tabitha Lehman, Commissioner of Elections of Sedgwick County, Kansas, do hereby certify that my staff and I have reviewed the petition signature pages received by our office on January 7th, 2015 and have found the following:

- The petition pages contain the signatures of at least 3,000 qualified electors of the City of Wichita.
- The petition contains an additional 129 pages that have not been reviewed and those pages certainly contain the signatures of more qualified electors of the City.

Witness my hand and official seal this 14th day of January, 2015.

A handwritten signature in black ink, appearing to read "Tabitha", written over a horizontal line.

Tabitha Lehman
Commissioner of Elections
Sedgwick County, Kansas

Agenda Item No. IV-2

**City of Wichita
City Council Meeting
January 27, 2015**

TO: Mayor and City Council
SUBJECT: Amendment to 2015 City of Wichita State Legislative Agenda
INITIATED BY: City Manager's Office
AGENDA: New Business

Recommendation: Amend the City of Wichita's 2015 Legislative Agenda to eliminate support for legislation relating to driver's permits for undocumented workers.

Background: On December 16, 2014, the City Council approved the 2015 City of Wichita Legislative Agenda. The program included support for legislation to allow undocumented workers to receive driver's permits for the sole purpose of obtaining vehicle insurance for work-related transportation. Since adoption of the legislative agenda, groups advocating for this legislation have had numerous discussions and have determined that it may not be advantageous to move forward with this legislation at this time.

Analysis: The City, along with various interest groups such as the Kansas Stronger Together Coalition, the Kansas Business Coalition on Immigration Reform which, includes the Kansas Chamber of Commerce and the Kansas Farm Bureau, among others, had expressed support for legislation relating to driver license permits for undocumented immigrants. However, due to recent discussions at the national level, it was determined by these interest groups that the issue may be better addressed by the U.S. Congress. Staff is recommending the City Council support the decision made by the other interest groups and remove this initiative from its legislative program.

Financial Considerations: Removal of this legislative initiative would not have a financial impact.

Legal Considerations: The Law Department has reviewed elimination of this initiative and finds no legal impact.

Recommendations/Actions: It is recommended that the City Council remove the driver's permits for undocumented workers issue from the City of Wichita's 2015 State Legislative Agenda.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 27, 2015**

- a. Storm Water Sewer #690 Repair at East Dunkin Street northeast of South Davidson Street (East Dunkin Street and South Davidson Street) (468-85008/133117/133117) Traffic to be maintained during construction using flagpersons and barricades. (District III) - \$50,000.00

PRELIMINARY ESTIMATE of the cost of:

SWS #690 Repair at East Dunkin Street northeast of South Davidson Street
(East Dunkin Street and South Davidson Street)

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

LUMP SUM BID ITEMS

1	E Dunkin St SWS Repair	1	LS	46,500.00
---	------------------------	---	----	-----------

Construction Subtotal

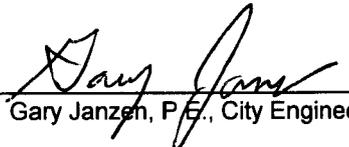
Design Fee
Engineering & Inspection
Administration
Publication
Water Dept

Total Estimated Cost

\$50,000.00

CITY OF WICHITA)
STATE OF KANSAS) SS

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



Gary Janzen, P.E., City Engineer

Sworn to and subscribed before me this _____
(DATE)

133117 (133117) 468-85008
Page _____

City Clerk

EXHIBIT

To the City Council
Wichita, Kansas

Date of CC 1/27/2015
(OCA/PROJ) 735505/448-90595
(PPN) 470-178

THIS PROJECT IS NOT TO BE ADVERTISED FOR BIDS

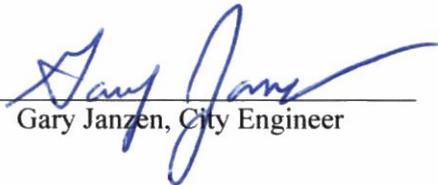
PRELIMINARY ESTIMATE of the cost of a water distribution system to serve Legacy Third Addition (District IV).

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

Total Estimated Cost \$47,700

CITY OF WICHITA
STATE OF KANSAS) SS

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



Gary Janzen, City Engineer

Sworn to and subscribed before me this _____ day of _____, 2015.

City Clerk

PRELIMINARY ESTIMATE of the cost of a water distribution system to serve Legacy Third Addition (District IV) (448-90595/735505/470-178) – Total Estimated Cost \$47,700.

Page _____

Exhibit _____

THE CITY OF WICHITA
Department of Public Works

Wichita, Kansas

**NOT TO BE ADVERTISED
PRELIMINARY ESTIMATES
FOR CITY COUNCIL JANUARY 27, 2015**

PRELIMINARY ESTIMATE of the cost of a water distribution system to serve Legacy Third Addition (District IV) (448-90595/735505/470-178) – Total Estimated Cost \$47,700.

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Agreement with the City of Bel Aire for Improvements to 37th Street North, Oliver to Woodlawn (District I)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendations: Approve the agreement.

Background: On July 15, 2014, the City Council approved an agreement with Professional Engineering Consultants (PEC) for design of improvements to 37th Street North, between Oliver and Woodlawn. The project area lies adjacent to properties annexed by both the Cities of Wichita and Bel Aire.

Analysis: The proposed agreement between the two Cities provides that the City of Wichita will administer and oversee the project, including bid and contraction of all design, construction, and construction engineering services, as well as acquisition of right-of-way, drainage easements, and temporary construction easements.

Financial Considerations: The Transportation Improvement Program includes federal funding of up to \$2,953,791, and the proposed Capital Improvement Program includes \$1,296,209 in general obligation bond funding, for a total of \$4,250,000 for the project. A portion of the local funding will be reimbursed by the City of Bel Aire. The local costs that will be split evenly between the Cities of Bel Aire and Wichita include design, utility relocation, railroad crossing improvements, engineering and administration. Additionally, the two parties will split evenly the costs of construction and construction engineering, less all federal funding. The City of Wichita will pay for 100% of any utilities owned by the City of Wichita, as well as all right-of-way, drainage easements, and temporary construction easements located within its own City limits. Likewise, the City of Bel Aire will pay for 100% of any utilities owned by the City of Bel Aire. The project will be returned to the City Council at a later date for approval of the final design concept and available construction funding.

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

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

Attachments: Agreement.

AGREEMENT
37th Street North between Oliver and Woodlawn
City of Wichita Project # 472-85157 (KDOT # 87N-0613-01)

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between City of Wichita, Kansas, and the City of Bel Aire, Kansas.

WITNESSETH:

WHEREAS, City of Wichita and City of Bel Aire are authorized to enter into this agreement pursuant to K.S.A. 12-2908, as amended; and

WHEREAS, City of Wichita and City of Bel Aire desire to make certain improvements to 37th Street North between Oliver and Woodlawn; and

WHEREAS, City of Bel Aire desires that City of Wichita design, purchase right-of-way, and construct the said improvements;

NOW, THEREFORE, for and in consideration of the parties' mutual promises and covenants, it is agreed as follows:

- 1. The purpose of this Agreement is to provide for the design, construction, purchase of right-of-way and financing of street improvement work by City of Wichita on a portion of 37th Street North that lies adjacent to property annexed by both Cities. The improvements will consist of widening 37th to at least a three lane urban section with curb and gutter and underground storm sewers.**
- 2. The Improvements shall be completed and financed in the following manner:**
 - a. City of Wichita agrees to contract for all design, construction, and construction engineering required to complete the project.**
 - b. City of Wichita agrees to acquire all right-of-way, drainage easements, and temporary construction easements required to complete the project. The City of Bel Aire agrees to reimburse the City of Wichita for acquisition of all right-of-way required within the city limits of Bel Aire (north side of 37th Street), including all cost associated with eminent domain proceedings if required. The City of Wichita's City Engineer shall notify the City of Bel Aire's Director of Public Works thirty days prior to the filing of any eminent domain proceedings to determine if the City of Bel Aire wants to make final negotiated offers before the proceedings are filed. Thirty days after said notice is given, City of Wichita may file for eminent domain proceedings inside the City of Bel Aire city limits without further notice.**
 - c. Federal grants shall pay for up to \$ 2,953,791 of construction and construction engineering with an eighty percent (80%)/twenty percent (20%) split between federal/local funds. This amount may change based upon what is approved by the Transportation Policy Body in the Transportation Improvement Program (TIP) and the dollar limits listed below shall be bases upon the approved (TIP) amount and split listed above.**

- d. City of Wichita agrees to pay for fifty percent (50%) of design, construction, utilities relocation, railroad crossing improvements, and construction engineering excluding City owned utilities and federal funds. The City of Wichita agrees to pay for one hundred percent (100%) of any City of Wichita owned utilities. The City of Wichita agrees to pay for 100% of right-of-way, drainage easements, and temporary construction easements located within the city limits of the City of Wichita (south side of 37th Street).
 - e. City of Bel Aire agrees to pay for fifty percent (50%) of design, construction, utilities relocation, railroad crossing improvements, and construction engineering excluding City owned utilities and federal funds. The City of Bel Aire agrees to pay for one hundred percent (100%) of any City of Bel Aire owned utilities.
3. The City of Wichita shall have final authority in regard to the bidding, contracting, and administration of the project; and the City of Wichita shall be responsible for all legal and engineering matters concerning the Improvements subject to items discussed in 2b.
 4. Upon acceptance of the project by both Cities and after the two-year contractor warranty period, City of Bel Aire shall thereafter assume all liability for maintenance and repair. The agreement of the City of Bel Aire for maintenance and repair shall survive the termination of this Agreement.
 5. To the extent permitted by law, City of Bel Aire does hereby release, discharge, indemnify and hold harmless the City of Wichita, its agents; servants and employees from any and all liability and damages of whatsoever nature and arising from whatsoever cause, relating to and arising from errors and missions from the design of the project or from errors and omission resulting from construction means and methods used in the construction of the project. This release and indemnity shall survive termination of this Agreement.
 6. The duration of this Agreement is until the completion of the Improvements.

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

The CITY OF WICHITA, KANSAS
KANSAS

The CITY OF BEL AIRE,

CARL BREWER
Mayor

DAVID AUSTIN
Mayor

Approved as to Form:

Sharon L. Dickgrafe
Interim Director of Law and City Attorney

CITY OF WICHITA
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Acquisition of a Temporary Easement at 60 North West Parkway for the Reconstruction of the Bridge on Douglas Avenue at Linden Drive (District II)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On September 10, 2013, the City Council approved the design for the improvement of the bridge on Douglas Avenue near Linden Drive. The project consists of replacing the existing structure with a new reinforced concrete box bridge and constructing six-foot sidewalks on the north and south sides of the bridge. To accommodate the project, it is necessary to obtain a temporary construction easement from the residential property at 60 North West Parkway. The property is improved with a 5,516 square foot single-family residence built in 1974. The project requires a 1,950 square foot temporary easement.

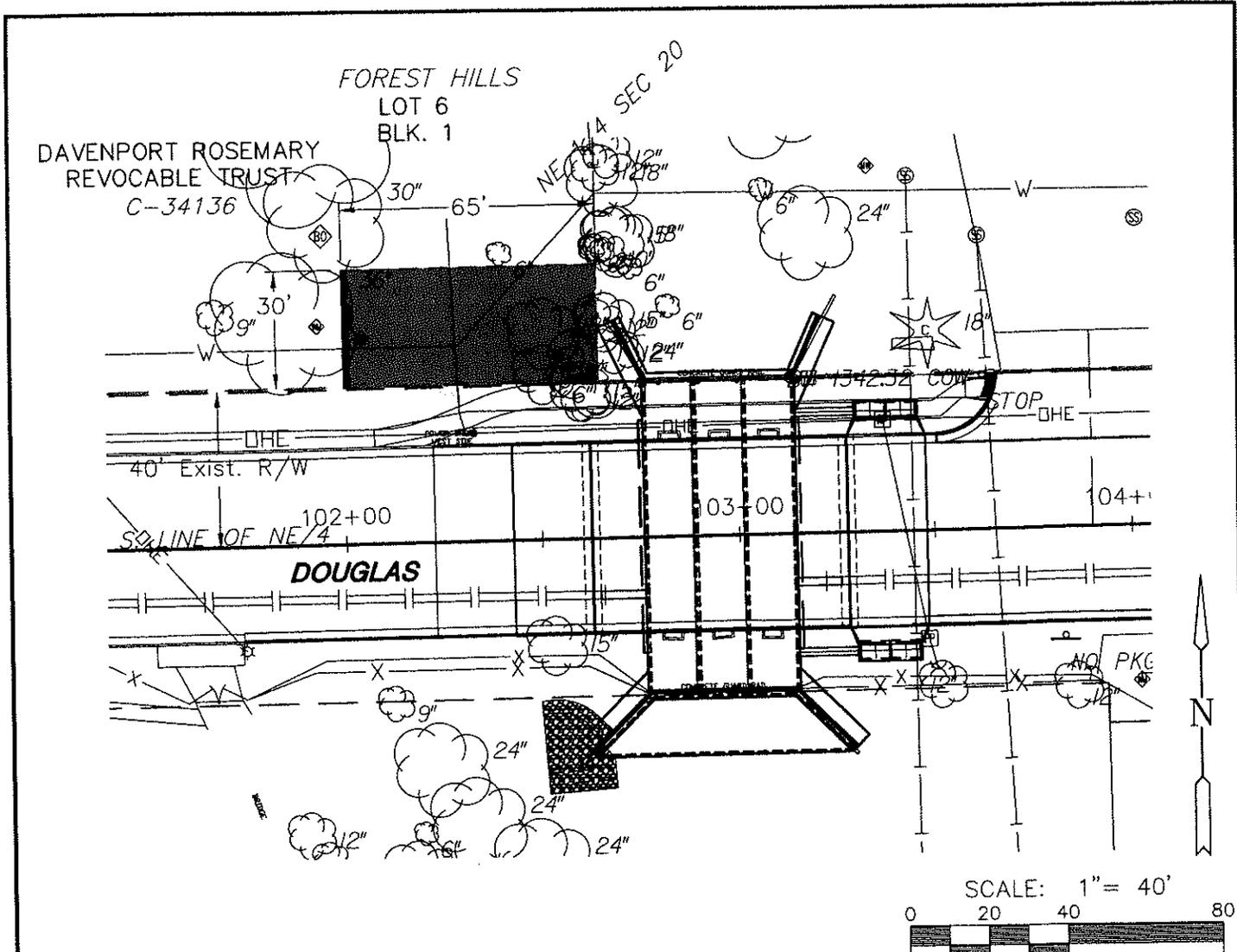
Analysis: The proposed easement was valued at \$525. This amount was offered to the owner and accepted. The easement will require that part of the underground fence surrounding the property be relocated out of the easement area during the project and then reinstalled. The cost of this work is \$280 and will be paid to the landowner. This amount was offered to the owner and accepted. The sprinkler system may be impacted by the project but any impact cannot be determined until the system is activated. The City will pay the sprinkler company directly for any impact to the system.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$1,280 is requested. This includes \$805 for the acquisition, \$300 for site work and \$175 for title work, closing costs and other administrative fees.

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 real estate agreement; 2) approve the budget; and 3) authorize the necessary signatures.

Attachments: Real estate agreement, tract map, and aerial map.



LEGAL DESCRIPTION:

A parcel of land lying in Lot 6 and the North 60 feet of Vacated Street adjacent on the South, Block 1, Forest Hills, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The South 30 feet of the East 65 feet of Lot 6 and the North 60 feet of Vacated Street adjacent on the South, Block 1, Forest Hills, Sedgwick County, Kansas.

Said parcels contain 1,950 sq. ft.

OWNER:

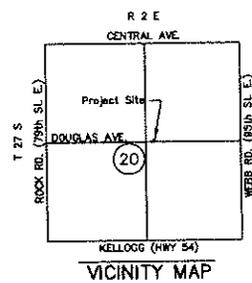
ROSEMARY DAVENPORT
60 N. WEST PARKWAY
WICHITA, KS 67206-2446

LEGEND:

- Temporary Construction Easement = 1,950 sq. ft.
- Right of Way

PROPERTY IDENTIFICATION:

C-34136



THIS TRACT EXHIBIT DOES NOT CONSTITUTE A BOUNDARY SURVEY PLAT

	<p>©2013 MKEC Engineering All Rights Reserved www.mkec.com</p> <p>These drawings and their contents, including, but not limited to, all concepts, designs, & ideas are the exclusive property of MKEC Engineering (MKEC) and may not be used or reproduced in any way without the express consent of MKEC.</p>	<p>MKEC 411 N. Webb Rd. Wichita, KS 67208 316.864.8800</p>	<p>DOUGLAS STREET BRIDGE AT LINDEN TEMPORARY CONSTRUCTION EASEMENT TRACT MAP 1</p>
	<p>PROJECT NO. 1301040545 DATE: AUGUST 2014 SHEET NO.</p>		<p>1 OF 1</p>
<p>NO. REVISION DATE</p>		<p>DRAWN BY: DSN DESIGNED BY: JA APPROVED BY: CWL</p>	

J:\PROJECTS\2013\1301040545_DOUGLAS BRIDGE AT LINDEN\4- SURVEY\DWG\1301040545 TRACT MAPS.DWG

60 North West Parkway



Legend

- Parcels

This information is not an official record, and cannot be used as such. The user should rely only upon official records available from the custodian of records in the appropriate City and/or County department. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita.

1: 1,154



PROJECT: Bridge Replacement on Douglas Avenue
Between Linden and West Parkway

DATE:

CITY/COUNTY: Wichita/Sedgwick

TRACT NO.: 1

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 ___ day of _____, 2015 by and between:

Rosemary Davenport, trustee of the Rosemary Davenport Revocable Trust under trust agreement dated April 27, 2004 "Landowner(s)", and the City of Wichita, State of Kansas, "City"

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 parcel of land lying in Lot 6 and the North 60 feet of Vacated Street adjacent on the South, Block 1, Forest Hills, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

The South 30 feet of the East 65 feet of Lot 6 and the North 60 feet of Vacated Street adjacent on the South, Block 1, Forest Hills, Sedgwick County, Kansas.

Said tract will be used under a temporary easement to facilitate the construction of the above described project. No overnight storage of material or equipment shall occur on the easement area.

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.

The City agrees to purchase the above described real estate, and to pay therefore, below described amount on or before February 28, 2015.

All closing fees and costs are to be paid by the City.

The City shall pay directly all costs associated with the relocation of the in-ground sprinkler system if required by the temporary easement.

Temporary Easement	\$525.00
Cost to Cure – Relocate invisible fence	\$280.00
TOTAL	\$805.00

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 including claims that Landowners may assert pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C.A. 4601, et. Seq.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNER:
Rosemary Davenport Revocable Trust

By: Rosemary Davenport, Trustee

BUYER:
City of Wichita, KS, a municipal corporation

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Sharon L. Dickgrafe, Interim Director of Law

CITY OF WICHITA
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Approval of Offers for the Pawnee Avenue from Hydraulic Avenue to Poplar Drive Improvement Project (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the offers.

Background: On June 11, 2013, the City Council approved the design for the improvement of Pawnee Avenue from Hydraulic Avenue to Poplar Drive. The project calls for the improvement of Pawnee to a five-lane roadway with a center turn lane and drainage improvements. The edges of the street will be lower than the existing gutter and will require grading of adjacent properties and or protection of the existing curbing in certain areas. The project requires partial acquisition of six parcels and the acquisition of 26 temporary construction easements. The properties consist of a mix of retail, commercial, and residential 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 \$24,290. 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 \$94,290 is requested. This includes \$24,290 for the acquisitions, \$50,000 for necessary relocations, and \$20,000 for title work, closing costs and other administrative fees.

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 approve the offers and authorize the necessary signatures.

Attachments: Tract list.

Pawnee - Hydraulic to Poplar

OCA 707048

engineer: Davidson

Tract	Property Address	Tract Owner	Take Size	Use	
1	1601 E Pawnee	Erica Torres	336 sf TE	Restauarant	
2	1609 E Pawnee	Louis and Daine Dawkins	1,372 sf TE	Liquor Store	Sign to be removed and replaced
3	1621 E Pawnee	Mola Kaham	71sf, 4,118sf TE	Auto Repair	Sign to be removed and replaced, closing 2 drives
4	1624 E Pawnee	Bell Management	2,236 sf TE	Auto Repair	Closing two drives
5	1708 E Pawnee	Marsha Briggs	799 sf TE	Restauarant	
6	1818 E Pawnee	Spangles, Inc	953 sf TE	Restauarant	Sign to be removed and replaced
7	1900 E Pawnee	1900 East Pawnee LLC	675 sf TE	Discount Store	
8	1902 E Pawnee	Sock II Warehous	442.5 sf TE	Laundramat	
9	1909 E Pawnee	Edmund and Barbara Terry	622.5 sf TE	Restauarant	
10	1909 E Pawnee	K-15 Shopping Center LLC	1,100 sf	Restauarant	Existing street ROW
11	1911 E Pawnee	Edmund and Barbara Terry	2,650 sf	Retail	Existing street ROW
12	1915 E Pawnee	K-15 Shopping Center LLC	906 sf TE	Grocery Store	
13	2200 S Minneapolis	Dale Hancock	1,125 sf TE	Parking	
14	2404 S Minneapolis	Robert Fox	2,250 sf TE	Residential	
15	2403 E Pawnee	Millicent Werth	145.75 sf	Residential	Can do a TE if owner prefers
16	2209 E Pawnee	Wichita Baptist Tabernacle	1,329 sf TE	Church	
17	2405 E Pawnee	Doug Nguyen	900 sf TE	Restauarant	Sign to be removed and replaced
18	2525 E Pawnee	Pawnee Avenue Church of God	736 sf, 2,201sf DE	Residential	
19	2459 S Hydraulic	Forest Tennant	382 sf TE	Residential	
20	2453 S Hydraulic	William Hutcheson	360 sf TE	Residential	
21	2447 S Hydraulic	Tara Thornburgh	225 sf TE	Residential	
22	2441 S Hydraulic	James Benton	360 sf TE	Residential	
23	2435 S Hydraulic	Robert Bobitt	360 sf TE	Residential	
24	2429 S Hydraulic	Chong Croft	375 sf TE	Residential	
25	2423 S Hydraulic	Devin Smallwood	300 sf TE	Residential	
26	2438 S Hydraulic	Jseph & Roberta Hartley	290 sf TE	Residential	
27	2438 S Hydraulic	William and Jane Vinyard	900 sf TE	Residential	Tree and shrub removed
28	2438 S Hydraulic	Billie Joe Charles Sagerty	600 sf TE	Residential	
29	1522 S Meridian	United American Bank	480 sf TE	Bank	
30	2301 S Hydraulic	Hoa Van Tran	1,100 sf	Residential	
31	1543 S Meridian	Dale Hancock	2,250 sf TE	Parking	



**DEPARTMENT OF LAW
INTEROFFICE MEMORANDUM**

TO: Karen Sublett, City Clerk
FROM: Sharon L. Dickgrafe, Interim Director of Law
SUBJECT: Report on Claims for December 2014
DATE: January 7, 2015

The following claims were approved by the Law Department during the month of December 2014.

Davis, Frances	\$70.00
Florez, Aaron	\$1,000.00 **
Kansas Gas Service	\$1,882.97 **
Le, Kelly	\$584.72
Santana-Contreras, Elvia	\$3,000.00
Weber Farms	\$8,400.12 *
Weber, James	\$803.05

*City Manager Approval

** Settled for lesser amount than claimed

***Settled for more than amount claimed

cc: Robert Layton, City Manager
Shawn Henning, Director of Finance

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council
SUBJECT: Payment for Settlement of Claim
INITIATED BY: Law Department
AGENDA: Consent

Recommendation: Authorize payment of \$12,992.33 as a full settlement of the claim.

Background: This claim arises from a traffic accident which occurred on March 15, 2014, involving a City of Wichita police car.

Analysis: The claimant has offered to accept a lump sum payment of \$7,500 as full settlement of all his claims against the City of Wichita. Claimant's insurance company, Progressive Insurance, has offered to accept a lump sum payment of \$5,492.33 as full settlement of all PIP claims for medical expenses. Due to the uncertainty and risk of an adverse judgment at trial, the Law Department recommends the settlement. The settlement of this claim does not constitute an admission of liability on the part of the City or the employee; rather, it is merely a settlement to resolve a disputed claim.

Financial Considerations: Funding for this settlement payment is available from the City's Self Insurance Fund. Finance is directed to make any budget adjustments required and to issue any general obligation bonds, as necessary, to provide for payment of the approved settlement.

Legal Considerations: The Law Department recommends settlement of this claim for the amount of \$12,992.33. The bonding resolution has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council authorize payment of \$12,992.33 as full settlement of all possible claims arising out of the events which are the subject of this claim and adopt the resolution.

Attachments: Bonding resolution.

RESOLUTION NO. 15-024

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO FUND A CIVIL LITIGATION SETTLEMENT.

WHEREAS, K.S.A. 75-6113 (the "Act") provides that payment of any judgments, compromises or settlements for which a municipality is liable pursuant to K.S.A. 75-6101 *et seq.*, and amendments thereto, may be made from any funds or moneys of the municipality which lawfully may be utilized for such purpose or if the municipality is authorized by law to levy taxes upon property such payment may be made from moneys received from the issuance of no-fund warrants, temporary notes or general obligation bonds, provided that warrants or temporary notes issued shall mature serially at such yearly dates as to be payable by not more than 10 tax levies and any bonds shall be issued in accordance with the provisions of the general bond law and shall be in addition to and not subject to any bonded debt limitation prescribed by any other law of the state of Kansas; and

WHEREAS, the City of Wichita, Kansas (the "City"), is a municipality within the meaning of the Act; and

WHEREAS, the governing body of the City has heretofore approved a certain Settlement Agreement relating to an incident occurring on March 15, 2014, involving a City of Wichita police vehicle, under which Settlement Agreement the City is liable pursuant to K.S.A. 75-6101 *et seq.* to pay a settlement in the amount of \$12,992.33 and related expenses (the "Settlement"); and

WHEREAS, the governing body of the City hereby finds and determines it to be necessary to authorize the issuance of general obligation bonds of the City to finance the Settlement and related costs.

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

SECTION 1. Financing. The City is hereby authorized to issue general obligation bonds (the "Bonds") pursuant to the authority of the Act in an amount necessary to pay the costs of the Settlement, plus interest on interim financing and associated financing costs. Bonds may be issued to reimburse Settlement expenditures made on or after the date which is 60 days before the date of adoption of this Resolution, pursuant to Treasury Regulation §1.150-2.

SECTION 2. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the governing body of the City.

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 27, 2015.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon L. Dickgrafe,
Interim Director of Law

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council Members
SUBJECT: Funding for the Redbud Multi-Use Path (District I)
INITIATED BY: Department of Public Works & Utilities
AGENDA: Consent

Recommendation: Approve the revised budget and adopt the amending resolution.

Background: On November 21, 2014, bids were opened for construction of the Redbud Multi-Use Path from Hydraulic, near Murdock, to the intersection of 17th and Oliver. A contract was awarded to Cornejo & Sons and approved by the City Council on December 9, 2014. Construction is currently underway.

Analysis: The project was first bid for construction on May 9, 2014, with all bids exceeding the available funding amount. Design changes were then made to reduce the scope of the project and bring the construction cost within the approved budget. While the existing budget is expected to cover the construction costs, it is not sufficient to cover oversight, including inspection by City staff and construction support by the design consultant, administration, and other related costs. Further reductions to the project scope are not possible without compromising functionality and proposed aesthetic improvements. The Redbud Multi-Use Path is the top priority off-street, shared use path in the 2013 Wichita Bicycle Master Plan, which was endorsed by the City Council on February 5, 2013. Staff requests the City Council approve additional funding to cover the remaining costs of this top priority project.

Financial Considerations: Federal funding of \$1,651,868 was awarded to the project, along with \$950,000 in general obligation (GO) at-large funding, for a total budget of \$2,601,868. The budget was approved by the City Council on February 25, 2014. The 2011-2020 Adopted Capital Improvement Program (CIP) includes \$250,000 in GO funding in 2015 for walking path and exercise system projects. The Department of Parks and Recreation has agreed to utilize this funding for the Redbud improvements. Staff recommends transferring the full amount to the Redbud project. The addition of this funding will bring the total budget to \$2,851,868, \$1,200,000 of which will be GO funded.

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

Recommendation/Action: It is recommended that the City Council approve the revised budget, adopt the amending resolution, and authorize the necessary signatures.

Attachments: Amending resolution and budget sheet.

RESOLUTION NO. 15-025

A RESOLUTION AMENDING SECTION 3 OF RESOLUTION NO. 12-258 of THE CITY OF WICHITA, KANSAS, WHICH AUTHORIZED THE ISSUANCE OF GENERAL OBLIGATION BONDS TO PAY THE COSTS OF CERTAIN PUBLIC IMPROVEMENTS IN THE CITY, AND REPEALING THE PRIOR VERSION THEREOF AND RESOLUTION NO. 14-058.

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

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

WHEREAS, the Governing Body has heretofore by the initial Section 3 of Resolution No. 12-258 of the City (the “Prior Resolution”), amending Section 2 of Resolution No. 11-219 of the City, authorized the following described public improvements:

The design, acquisition of right-of-way, and construction for a multi-use path along the rail banked right-of-way between the I-135 Freeway and Oliver (472-85007).

(the “Project”) and to provide for the payment of all or a portion of the costs thereof by the issuance of general obligation bonds of the City pursuant to the Act.

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

Section 1. Amendment. The initial Section 3 of the Prior Resolution is hereby amended to read as follows:

SECTION 3. Section 2 of Resolution No. 11-219 is hereby amended to read as follows:

“SECTION 2. It is hereby authorized, ordered and directed that the Project, together with the administrative and financing costs thereof, be acquired and/or constructed at an estimated cost of \$2,851,868, in accordance with specifications prepared or approved by the City Engineer. The Bonds may be issued to reimburse expenditures authorized by the Prior Resolution made on or after the date which was 60 days before the date of adoption of the Prior Resolution and to reimburse additional expenditures authorized by this Resolution, which were made 60 days before the date of adoption of this Resolution, all pursuant to Treasury Regulation §1.150-2.”

Section 2. Repeal. The prior version of the initial Section 3 of Resolution No. 12-258 is hereby repealed, and Resolution No. 14-058 of the City of Wichita, approved February 25, 2014, is also hereby repealed.

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

ADOPTED by the City Council of the City of Wichita, Kansas, on January 27, 2015.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

APPROVED AS TO FORM:

SHARON L. DICKGRAFE
INTERIM DIRECTOR OF LAW AND CITY ATTORNEY

Project Request

CIP Non-CIP CIP YEAR: 2015 CIP #: _____

NEIGHBORHOOD IMPROVEMENT

DEPARTMENT: 13 Public Works & Utilities DIVISION: Engineering RESOLUTION/ORDINANCE #: 15-

ENGINEERING REFERENCE #: 472-85007

FUND: 400 Street Improvements SUBFUND: 405 Arterial Paving

COUNCIL DISTRICT: 01 Council District 1 DATE COUNCIL APPROVED: Jan 27, 2015 REQUEST DATE: _____

PROJECT #: 211500 PROJECT TITLE: Redbud Multi-Use Path

PROJECT DETAIL #: 01 PROJECT DETAIL DESCRIPTION: Redbud Multi-Use Path

OCA #: 707035 OCA TITLE: Redbud Multi-Use Path

PERSON COMPLETING FORM: Joni Chamberlain PHONE #: 268-4548

PROJECT MANAGER: Julianne Kallman PHONE #: 268-4236

NEW BUDGET REVISED BUDGET

Revenue Object Level 3	Original Budget	Adjustment	New Budget
<u>9720 G.O. Bonds</u>	\$950,000.00	\$250,000.00	\$1,200,000.00
<u>8062 Federal pass thru State</u>	\$1,651,868.00	\$0.00	\$1,651,868.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$2,601,868.00	\$250,000.00	\$2,851,868.00

Expense Object Level 3	Original Budget	Adjustment	New Budget
<u>2999 Contractuals</u>	\$2,601,868.00	\$250,000.00	\$2,851,868.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
_____	\$0.00	\$0.00	\$0.00
	\$2,601,868.00	\$250,000.00	\$2,851,868.00

NOTES:

SIGNATURES REQUIRED



DIVISION HEAD: _____ DATE: _____

DEPARTMENT HEAD: _____ DATE: _____

BUDGET OFFICER: _____ DATE: _____

CITY MANAGER: _____ DATE: _____

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council
SUBJECT: Free Fares Project (All Districts)
INITIATED BY: Department of Public Works & Utilities and Wichita Transit
AGENDA: Consent

Recommendation: Approve the Free Fares Project, grant submission documents and agreement.

Background: In August 2012, the City initiated an effort to be proactive about reducing ozone levels in the Wichita area by agreeing to participate in the Environmental Protection Agency's (EPA) Ozone Advance Program. The program encourages ozone emission reductions in areas like Wichita that are close to exceeding national ozone standards. The Free Fares Project is one of many strategies that have been identified by City staff to reduce ozone-forming emissions.

2014 Free Fares Week

The 2014 Free Fares Week, July 14-19, outcomes includes:

- ◆ Wichita Transit saw a 71% increase in weekday ridership from 2013.
- ◆ 15,188 new rides were provided during the week.
- ◆ An estimated 464 pounds of nitrogen oxides (NOx) were avoided. (NOx is a key ingredient in ozone formation.)
- ◆ According to Wichita Transit, bus ridership has held a steady increase since Free Fares Week. Some of those who were introduced or re-introduced to the system have continued to ride. Ridership has exceeded 2013 numbers for three straight months. Moreover, ridership in September, November and December 2014 exceeded that of the same months in 2012 (bus ridership was higher overall in 2012 than 2013).

The Wichita Area Metropolitan Planning Organization (WAMPO) awarded federal Congestion Mitigation and Air Quality (CMAQ) funds for the Free Fares Project, effective September 9, 2014 when the Transportation Policy Body (TPB) approved the 2015 Transportation Improvement Plan (TIP). The Kansas Department of Transportation (KDOT) will administer the Free Fares Project.

Analysis: Air Quality and Wichita Transit staff propose the Free Fares Project, which will include free fares during one week (2015 dates to be determined) and free fares on Ozone Alert Days during Ozone Season (April 1 – October 31). Educational programs will be implemented in order to build awareness and increase rider skills so first trips on Wichita Transit are smooth and efficient, increasing the likelihood of repeat ridership. ACT ICT and MOVE 2040 community engagement projects indicated that many Wichitans are interested in alternative modes of transportation and a reliable, efficient bus system.

Reducing ozone forming emissions will increase the likelihood that Wichita will remain in attainment of the ozone standard and avoid the costly repercussions of a nonattainment designation. Increased familiarity of the Wichita Transit System is expected to increase the number of riders, thereby increasing income for Wichita Transit.

Financial Consideration:

Staff estimates that \$79,086 will be charged to the CMAQ grant. Expenses are for transit costs, staff, training and education materials, and promotion. Matching funds of \$19,772 have been identified in existing Air Quality budgets. Total project cost will be \$98,858.

Legal Consideration: The Law Department has reviewed and approved the Free Fares Project Scope of Work and the required Form 1312 as to form. Upon grant approval, the project will be implemented by an additional contract to be negotiated with KDOT.

Recommendation/Actions: It is recommended that the City Council approve the Free Fares Project, grant submission documents and grant agreement and authorize the necessary signatures.

Attachments: 2015 Free Fares Project Scope of Work and Form 1312.

Wichita Free Fares Project Scope



FUNDING SOURCE: FFY 2014 CMAQ Funds

PROJECT DESCRIPTION: TRAVEL DEMAND MANAGEMENT

Project Start Date: March 1, 2015
Applicant: City of Wichita

Project Completion: November 30, 2015
Project Sponsor: Tonya Bronleewe (Air Quality Program)

PROJECT OUTLINE

2014 Free Fares Week

The 2014 Free Fares Week, July 14-19, was a huge success.

- ◆ Wichita Transit saw a 71% increase in weekday ridership from 2013.
- ◆ 15,188 new rides were provided during the week.
- ◆ An estimated 464 pounds of nitrogen oxides (NOx) were avoided. (NOx is a key ingredient in ozone formation.)

According to Wichita Transit, bus ridership has held a steady increase since Free Fares Week. Some of those who were introduced or re-introduced to the system have continued to ride. For the first time this year, ridership has exceeded 2013 numbers for 6 straight months. Moreover, ridership in September, November and December 2014 exceeded that of the same months in 2012 (bus ridership was higher overall in 2012 than 2013).

2015 Free Fares Week

The City of Wichita Environmental Health and Wichita Transit would like to host a **2015 Free Fares Project** to build on the momentum created in 2014 and continue to increase public awareness and use of the city bus system in an effort to reduce on-road emissions of ozone precursors. The free opportunity to ride the bus will demonstrate the ease and usability of the City Bus System in an effort to create new “regular riders” and especially increase the number riders that choose to ride instead of drive on potentially high ozone days, known as Ozone Alert Days. In Wichita, vehicles contribute 47% of the area’s ozone-forming nitrogen oxide emissions. Every bus rider equals one less on-road vehicle, which reduces ozone causing emissions.

The Free Fares Project is divided in to two parts. Part One is **Free Fares Week**, a week-long event where all passengers ride City buses for free in order to incentivize first-time or non-regular users of public transportation. Free Fares Week will take place during one week in spring 2015, date TBD.

2015 Free Fares On Ozone Alert Days

Part Two of the Free Fares Project is **Free Fares Days** on Ozone Alert Days. The City of Wichita's Ozone Alert Plan forecasts potentially high ozone days using a persistence model one or two days in advance. When the model predictions prompt staff to declare an Ozone Alert, a notification will go out to the community promoting a Free Fares Day. Free Fares Days will take place during the 2015 ozone season. Reduced on-road traffic on these potentially high ozone days is critical to keeping our ozone levels safe for sensitive groups. Information and promotion of Free Fares Days will occur via press releases, email alerts that go out to the public who have signed-up, social media and specific communication to local businesses.

Travel Trainings

Travel Trainings will be given at local businesses, colleges and agencies upon request. Online training videos will be available through City Channel 7, Wichita and Transit websites and social media. It is common in Wichita to avoid riding the bus because of lack of knowledge about the bus routes and how the bus system operates. These Travel Training opportunities will help new riders overcome their uncertainty and learn how to efficiently use bus service for their transportation needs. Ozone awareness education and promotion of the Free Fares Project will be a part of these sessions.

Awareness and Marketing

A social media incentive program will accompany Free Fares Week. A *"Selfie on the Bus"* contest using hashtag (#) tracking will allow participants to enter into a drawing for prizes. Six \$50 VISA gift cards will be given to the drawing winners.

Free Fares Week will be marketed through media releases, Ozone Alert Emails, social media, local groups, directly with local employers and colleges/universities, and through emails to Transit, City and other distribution lists. In 2014, more than 182,300 Facebook and Twitter views for the Free Fares social media marketing. Similar outreach will occur in 2015.

Bus boards were created in 2014. Bus boards (see graphic on right) are large ad-spaces on the door-side of the buses. Ten bus Ozone Alert Day bus boards will be posted to promote free fares on Ozone Alert Days just prior to ozone season.



The real benefit of Free Fares Week will be improved air quality through increased bus ridership on Ozone Alert Days, helping to keep ozone levels below the national standard.

MEASUREABLE GOALS

Measurables	Goal
Pounds of NOx avoided due to increased bus ridership during Free Fares Week	10% increase over number of pounds avoided during Free Fares Week 2014 (goal total ~510 pounds)
Number of bus riders during free fares week*	10% increase from Free Fares Week 2014 (goal total ~64,257 riders)
Pounds of NOx avoided due to increased bus ridership during Ozone Alert Days	5% increase in number of pounds avoided on Ozone Alert Days from the same day in 2014 (goal total depends on date, 175 – 250 lbs)
Number of riders on Ozone Alert Days*	5% increase in ridership from the same day in 2014 (goal total depends on date 5,500 – 7,000 riders)
Number of bus training participants	200 in-person and online training participants
Number of “selfies” entered into the drawing	100 participants
Highest 8 hour ozone reading on Ozone Alert Days	No exceedences of the standard on Ozone Alert Days when Free Fares are available
Number of individuals signing up for Ozone Alert Days emails	10% increase in number of individuals that sign up for Ozone Alert Day emails during ozone season (April – October)

*Wichita Transit counts each ride via fareboxes and automatic passenger counters approved by the National Transit Database.

FREE FARES PROJECT TASK LIST

Task	Cost (not including staff time)	Completion Date
Free Fares Project Awareness		
Post Ozone Alert Day bus boards on 10 city buses to promote free fares on Ozone Alert Days.	None	3/15/15 – 10/31/15
Promote Free Fares on Ozone Alert Days and Free Fares Week via media releases, Ozone Alert Emails, social media, local groups, directly with local employers and colleges/universities, and through emails to Transit, City and other distribution lists (Cost is for traditional and social media buys)	\$861.87	10/31/15
Educational Sessions – Travel Trainings		
Coordinate with local employers, the Wichita Downtown Development Center, the Wichita Chamber of Commerce, schools, etc. to arrange and schedule Travel Training Sessions	None	8/31/15
Free Fares Week Contest		
Create, promote and implement a drawing for Free Fares Week participants via social media. Prizes would be \$50 VISA gift cards.**	\$300**	8/31/15
Encourage employers to offer incentives to their employees who ride the bus during Free Fares Week	None	8/31/15
Free Fares Week		
Provide Free Fares to all riders the week. Estimate 64,361 riders @ \$0.94 each.	\$60,500	8/31/15
Free Fares Days		
Coordinate Transit, Air Quality and media releases to inform and implement Free Fares on Ozone Alert Days, which are declared by the City of Wichita Environmental Health Air Quality Section. Estimate 5 Ozone Alert Days at \$6,100/day @ \$0.94each.	\$28,670	10/31/15

**This project cost is ineligible for CMAQ funds and will not be used as match.

Purchase will be made with non-CMAQ obligated funds.

FREE FARES PROJECT CMAQ OBLIGATED FUNDS

Item Description	Quantity	CMAQ Portion	Local Share	Total
Staff Time (hourly rate + fringe)	Tonya Bronleewe (100 hrs @ \$30.75 = \$3,075.00) Michelle Stroot (80 hrs @ \$25.00 = \$2,000.00) City Marketing Staff (30 hrs @ \$35.00 = \$1,050) Grant Financial Management (15hrs @ \$31.92 = \$478.80)	\$0.00	\$6,603.80	\$6,603.80
City Administrative Charge		\$2,222.33	\$0.00	\$2,222.33
Free Fares Week	Covers cost of fares from Monday-Saturday. Estimate 64,361 riders @ \$0.94 = \$60,500	\$60,500.00	\$0.00	\$60,500.00
Free Fares Week Educational Materials & Promotion	Promotional & educational materials; training materials	\$861.87		\$861.87
Free Fares on Ozone Alert Days	Estimate 6,100 riders on an Ozone Alert Day and 5 Ozone Alert Days. 6,100 x \$0.94 x 5 = \$28,670	\$15,502.20	\$13,167.80	\$28,670.00
Total		\$79,086.40	\$19,771.60	\$98,858.00

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ)

IMPROVEMENT PROGRAM PROJECT

County/City: _____

WHEREAS, The Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary," has been designated as an agent for _____ under an agreement dated _____, or, will be designated as an agent for _____ under an agreement to be executed at a later date and,

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provides Federal-Aid funds to assist the counties, cities, and other political sub-divisions in improving their roads and streets and congestion mitigation activities that provide air quality benefits, and,

WHEREAS, The above-noted county/city desires to improve a certain portion of their road or street system or other related project that will contribute to air quality improvements and reduce congestion, now, therefore,

WHEREAS, The county/city request the Secretary program the following Congestion Mitigation Air Quality Improvement project _____

ESTIMATED costs of such improvements are as follows:

Federal Funds	\$ _____
Local Funds	\$ _____
ESTIMATED Total for Project	\$ _____
Proposed Let Date	_____

Submit One (1) Copy of the document along with Approved TIP documentation

BE IT RESOLVED: That sufficient funds of _____ County/City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year _____, at _____, Kansas.

Recommend for Approval: APPROPRIATE LOCAL OFFICIAL(S)

County/City Engineer or Administrator

Chairperson/Mayor

ATTEST:

Member

County/City Clerk

Member

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council Members

SUBJECT: Nuisance Abatement Assessments, Cutting Weeds (All Districts)

INITIATED BY: Metropolitan Area Building and Construction Department

AGENDA: Consent

Recommendation: Approve the assessments and place the ordinance on first reading.

Background: The Metropolitan Area Building and Construction Department (MABCD) supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean-up private properties that are in violation of environmental standards after proper notification is sent to the responsible party. A private contractor performs the work, and the MABCD bills the cost to the property owner.

Analysis: State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the MABCD is requesting permission for the Department of Finance to process the necessary special assessments.

Financial Considerations: Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

Legal Considerations: The ordinance has 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 ordinance on first reading.

Attachments: Property List for Special Assessments and Ordinance.

<u>PIN #</u>	<u>GEO CODE#</u>	<u>ADDRESS / LOCATION</u>	<u>AMOUNT</u>	<u>DISTRICT</u>
00136344	C 011460001	1504 N Ash Ave	\$280.00	1
00136387	C 011770001	1431 N Madison Ave	\$140.00	1
00139706	C 03586	2606 E 15th St N	\$140.00	1
00165912	C 20321	1508 N Pershing Ave	\$140.00	1
00166391	C 20976	V/L NE corner of 23rd & Green	\$280.00	1
00107947	A 07564	1859 S Main St	\$140.00	3
00124708	B 05526	1900 S Washington Ave	\$140.00	3
00131398	B 11158	1426 E 31st St S	\$140.00	3
00134840	C 0020000UP	1659 S Webb Rd	\$140.00	2
00158124	C 12424	5506 E Gilbert St	\$140.00	3
00164544	C 18844	5113 E Mount Vernon Rd	\$140.00	3
00174611	C 29260	2671 S Fees St	\$140.00	3
00202195	D 02966	2403 W Walker Ave	\$140.00	4
00205536	D 05373	1448 S Handley St	\$140.00	4
00223198	D 22263	7420 W Freeman Ln	\$140.00	5
00483375	D 54006	V/L E of 2803 W Angel	\$140.00	4
00483389	D 54020	V/L S of 4613 S Edwards	\$140.00	4
00483393	D 54024	V/L N of 4620 S Edwards	\$140.00	4
00484700	C 55311	6044 S Minneapolis Ave	\$140.00	3
00484704	C 55315	6035 S Minnesota Ave	\$280.00	3
00484717	C 55327	6142 S Minnesota Ave	\$140.00	3
00484790	C 55398	1809 E 61st St S	\$140.00	3
00499318	D 55556	4255 S Boyd St	\$140.00	4
00100855	A 015640001	SE corner of 11th & Market	\$280.00	6
00106652	A 06366	1449 S Waco Ave	\$140.00	3
00125259	B 05991	516 E Skinner St	\$140.00	3
00204732	D 04878	1942 S Bonn Ave	\$140.00	4
00499772	D 55933	6031 W 38th Ct S	\$140.00	4
00202266	D 03023	1401 S Saint Clair Ave	\$140.00	4
00484731	C 55340	6105 S Minnesota Ave	\$140.00	3
00562977	D 61738	V/L W of 10509 W Greenfield	\$140.00	4
00104129	A 04509	1217 N Bitting Ave	\$140.00	6
00108878	A 08264	1485 N Coolidge Ave	\$140.00	6
00110126	A 09177	2301 S Market St	\$140.00	3
00124906	B 05714	2nd V/L S of 701 E Harry	\$140.00	3
00127528	B 07887	1351 S Hydraulic Ave	\$140.00	1
00139144	C 03131	1055 N Green St	\$140.00	1
00139374	C 03300	V/L S of 1738 N Lorraine	\$140.00	1
00152933	C 08303	1134 S Hydraulic Ave	\$140.00	1
00160623	C 14712	938 N Old Manor Rd	\$140.00	1
00162264	C 16547	2027 N Madison Ave	\$140.00	1
00162904	C 17110	1811 S Spruce Ave	\$140.00	3
00168302	C 22779	2608 S Cheyenne Blvd	\$140.00	3
00171435	C 260550001	3018 E Conamore St	\$140.00	3
00179997	C 351570001	V/L E of 2125 E Fairhaven	\$140.00	3
00182280	C 37209	2342 S White Oak Dr	\$140.00	2

00184314	C 38978	9325 E Osie St	\$149.00	2
00186048	C 40302	4504 E Norwood Ln	\$140.00	1
00199730	D 008750001	801 S Vine Ave	\$140.00	4
00499900	D 56060	6220 W Juno Ct	\$280.00	4
00499902	D 56062	6216 W Juno Ct	\$280.00	4
00528572	C 59302	V/L between 710 & 718 Spring Hollow	\$140.00	2
00534579	B 15061	V/L W of 5506 S Victoria Ct	\$280.00	3
00569357	D 62300	V/L N of 913 W 50th St S	\$140.00	4
00574951	D 63039	V/L SW cnr of Monument & Cowboy St	\$140.00	4
00574975	D 63063	V/L N of 2414 S Canyon St	\$140.00	4
00136246	C 01087	2035 E 16th St N	\$280.00	1
00136256	C 01092	1546 N Piatt Ave	\$280.00	1
00136265	C 01098	V/L S of 1456 N Piatt	\$280.00	1
00136281	C 01112	2nd V/L SW corner of 16th N and Ash	\$140.00	1
00136388	C 01178	1421 N Madison Ave	\$140.00	1
00136471	C 012230001	1658 N Spruce Ave	\$140.00	1
00136739	C 013670001	1451 N Minnesota Ave	\$140.00	1
00139067	C 03059	1304 N Lorraine Ave	\$140.00	1
00139305	C 03252	V/L S of 1735 N Chautauqua	\$140.00	1
00139413	C 03336	1515 N Hillside Ave	\$140.00	1
00160378	C 144100001	1252 N Dellrose Ave	\$140.00	1
00162262	C 16545	2017 N Madison Ave	\$140.00	1
00176477	C 31167	2530 N Pershing Ave	\$170.00	1
00185046	C 39489	6105 E Mainsgate St	\$140.00	1
00223851	D 22896	998 N Brownthrush Ln	\$140.00	5
00128966	B 088560002	SW corner of Arnold & Pennsylvania	\$140.00	1
00136866	C 013980001	1831 N Madison Ave	\$140.00	1
00136914	C 01416	1817 N Spruce Ave	\$140.00	1
00137209	C 01515	2027 N Minneapolis Ave	\$140.00	1
00138556	C 026460002	V/L S of 647 N Poplar	\$140.00	1
00139623	C 03529	1452 N Estelle Ave	\$140.00	1
00139624	C 03530	1446 N Estelle Ave	\$140.00	1
00139648	C 03555	1600 N Poplar Ave	\$140.00	1
00139719	C 03597000A	V/L S of 1627 N Green	\$140.00	1
00153820	C 09114	1546 N Grove Ave	\$140.00	1
00155382	C 10499000C	602 N Oliver Ave	\$140.00	1
00199578	D 0080100UP	11217 W 21St St N	\$149.00	5
00218638	D 17437	904 N Bebe St	\$140.00	6
00199863	D 00991	524 S Saint Paul Ave	\$140.00	4
00203018	D 035320004	V/L W of 3203 W Maple	\$140.00	4
00204037	D 04302	520 N Meridian Ave	\$140.00	6
00204041	D 043020004	514 N Meridian Ave	\$140.00	6
00205084	D 050700001	2510 W 3rd St N	\$140.00	6
00205085	D 050700002	2516 W 3rd St N	\$140.00	6
00231463	D 30350	6800 W Kellogg St	\$140.00	4
00484570	C 55181	2314 E Winchester St	\$155.00	3
00595720	C 64099	V/L btwn 1702 & 1714 S Lynnrae	\$140.00	2

00595721	C 64100	2nd V/L Btwn 1702 & 1714 S Lynnrae	\$140.00	2
00595729	C 64107	V/L btwn 1736 & 1810 Lynnrae	\$140.00	2
00595730	C 64108	V/L btwn 1736 & 1810 Lynnrae	\$140.00	2
00111740	A 10924	2412 W Columbine Ln	\$140.00	6
00113003	A 12966	3041 N Park Pl	\$140.00	6
00115550	A 15355	2939 W River Park Dr	\$280.00	6
00136055	C 00932	1208 N Piatt Ave	\$140.00	1
00138805	C 02822	V/L N of 1136 N Green	\$140.00	1
00139627	C 03533	V/L S of 1438 N Estelle	\$140.00	1
00139628	C 03534	V/L N of 1422 N Estelle	\$140.00	1
00154381	C 09685	936 N Pershing Ave	\$140.00	1
00155354	C 104740001	4918 E Pine St	\$140.00	1
00158954	C 13251	2808 E Shadybrook Ln	\$140.00	1
00158984	C 13286	2520 E Stadium St	\$140.00	1
00159006	C 13315	V/L E of 2621 E Stadium	\$140.00	1
00159136	C 13462	2935 E Maplewood Dr	\$140.00	1
00162236	C 16519	2033 N Ash St	\$140.00	1
00219681	D 18388	730 N Eisenhower Ave	\$140.00	5
00128776	B 087920001	1906 S Pattie Ave	\$140.00	3
00130769	B 10522	2825 S Pattie Ave	\$140.00	3
00132773	B 13097	410 E 43rd St S	\$140.00	3
00175264	C 29902	3154 S Rutan St	\$140.00	3
00180130	C 35288	2021 E Idlewild St	\$140.00	3
00197421	C 50157	2827 S Linden St	\$140.00	2
00201026	D 02024	701 S Sycamore St	\$140.00	4
00202736	D 03340	2102 W Walker Ave	\$140.00	4
00203016	D 035320002	3203 W Maple St	\$140.00	4
00205765	D 055420001	1602 S Elizabeth Ave	\$140.00	4
00484676	C 55287	6048 S Hydraulic Ave	\$140.00	3
00534516	B 15004	V/L E of 1210 E Maywood	\$140.00	3
00534591	B 15073	V/L N of 5546 S Victoria Ct	\$140.00	3
00534592	B 15074	V/L SW cnr of Victoria St & Victoria Ct	\$140.00	3
00534599	B 15081	V/L NW cnr of Victoria & 55th St S	\$140.00	3
00579116	A 20116	V/L & Parking S of 221 W 47th St S	\$380.00	4
00106578	A 06301	1253 S Main St	\$140.00	3
00107276	A 06950	1618 S Water St	\$140.00	3
00130621	B 10381	1020 E Denker St	\$140.00	3
00152802	C 08184	V/L N of 421 N Minnesota	\$140.00	1
00164149	C 18448	831 S Barlow St	\$140.00	2
00167290	C 21813	801 S Gouverneur Rd	\$140.00	2
00198742	D 004240001	832 W University Ave	\$140.00	4
00201054	D 020450001	724 W Dayton Ave	\$140.00	4
00204017	D 04283	2439 W 3rd St N	\$140.00	6
00210761	D 09581	4629 W 2nd V/L SE corner	\$140.00	6
00223016	D 22075	201 S Ridge Rd	\$140.00	5
00226212	D 25388	4621 S Elizabeth Ave	\$140.00	4
00226290	D 25467	4602 S Clarence Ave	\$140.00	4
00226386	D 25563	4626 S Elizabeth Ave	\$140.00	4

00247276	D 44347	3415 W Marie St	\$140.00	4
00485406	D 54380	6109 S Osage St	\$140.00	4
00485422	D 54396	6000 S Osage St	\$140.00	4
00497943	C 56246	V/L NW of 1630 Arbor Lakes St	\$140.00	2
00520587	D 57356	V/L E of 4529 S Doris Ct	\$140.00	4
00520621	D 57390	V/L E of 4538 S Doris Ct	\$140.00	4
00534583	B 15065	V/L N of 5522 S Victoria Ct	\$140.00	3
00534589	B 15071	V/L S of 5546 S Victoria Ct	\$140.00	3
00100485	A 01219	320 W 12th St N	\$140.00	6
00100486	A 01220	1300 N Waco Ave	\$140.00	6
00100487	A 01221	1304 N Waco Ave	\$140.00	6
00100572	A 01304	1304 N Fairview Ave	\$140.00	6
00109455	A 08679070C0002	V/L N of 2838 N Arkansas	\$380.00	6
00136225	C 01073	1307 N Piatt Ave	\$140.00	1
00138924	C 02935	1317 N Erie Ave	\$140.00	1
00140899	C 04684	1415 N Vassar Ave	\$140.00	1
00164762	C 19100	1728 E Looman St	\$140.00	1
00120200	B 01617	1632 N Emporia Ave	\$140.00	6
00121619	B 02911	620 N Cleveland Ave	\$140.00	1
00122455	B 03592	1109 N Cleveland Ave	\$140.00	1
00122456	B 03593	1115 N Cleveland Ave	\$140.00	1
00136580	C 012830001	1701 N Minnesota Ave	\$140.00	1
00138370	C 025050001	2518 E Mossman Ave	\$140.00	1
00139380	C 03305	1601 N Hillside Ave	\$140.00	1
00159743	C 14015	2527 E Murdock Ave	\$140.00	1
00160340	C 14381	1217 N Dellrose Ave	\$140.00	1
00160601	C 14690	926 N Pinecrest Ave	\$140.00	1
00160687	C 14776	857 N Edgemoor Dr	\$140.00	1
00162372	C 16687	NE corner of 8th & Green	\$140.00	1
00470904	C 53256	VL SE corner 34th & Woodlawn	\$140.00	1
00558828	C 60962	2712 E Kite St	\$140.00	1
00169137	C 23597	4400 E Kinkaid St	\$140.00	3
00202163	D 02943	V/L btwn 1305 & 1311 S Bonn	\$140.00	4
00204736	D 04881	2016 W May Ave	\$140.00	4
00206152	D 05854	502 W Lincoln St	\$170.00	4
00214770	D 13589	2803 S Hiram Ave	\$140.00	4
00485404	D 54378	6023 S Osage St	\$149.00	4
00101367	A 01994	1523 N Fairview Ave	\$140.00	6
00113765	A 13734	2719 N Richmond Ave	\$140.00	6
00120115	B 01541	1611 N Topeka Ave	\$140.00	6
00122153	B 03331	1108 N Cleveland Ave	\$140.00	1
00136128	C 00995	V/L across from 1315 N Hydraulic	\$140.00	1
00136166	C 01026	1334 N Minneapolis Ave	\$140.00	1
00137159	C 01487	V/L S of 2058 N Kansas Ave	\$140.00	1
00162088	C 164580002	1626 N Oliver Ave	\$140.00	1
00568056	C 011120006	V/L SW corner of 16th & Ash	\$140.00	1
00106157	A 05933	831 S Main St	\$140.00	3
00123809	B 04728	V/L behind 902 S Topeka	\$140.00	3

00123941	B 04840	1027 S Saint Francis Ave	\$140.00	3
00126793	B 07222	627 S Laura Ave	\$140.00	1
00127999	B 08310	1701 S Greenwood Ave	\$140.00	1
00128141	B 08407	1809 S Ellis Ave	\$140.00	1
00133133	B 13428	1412 E Idlewild St	\$140.00	3
00135385	C 00452	202 N Spruce St	\$140.00	1
00152675	C 08056	633 S Green St	\$140.00	1
00158199	C 12498	842 S Beverly Dr	\$140.00	3
00175243	C 29881	3921 E Dunham Ave	\$140.00	3
00185786	C 40052	2034 S Flynn Ln	\$140.00	2
00198222	D 0022400UP	4650 S Meridian Ave	\$149.00	4
00199514	D 00774	837 S Elizabeth Ave	\$140.00	4
00199521	D 00777	829 S Elizabeth Ave	\$140.00	4
00199542	D 00785	854 S Fern Ave	\$140.00	4
00199630	D 0082400UP	4355 S Meridian Ave	\$149.00	4
00202279	D 03033	1302 S Saint Clair Ave	\$140.00	4
00204978	D 05009	542 N Clayton Ave	\$140.00	6
00211313	D 10024	126 N Kessler St	\$140.00	6
00212185	D 11014	1602 W Gibson St	\$140.00	4
00214094	D 12900	2603 S Everett Ave	\$140.00	4
00217433	D 16190	3221 S Leonine Rd	\$140.00	4
00228562	D 27695	1142 W 51St St S	\$140.00	4
00238134	D 36347	2032 S Fieldcrest Ct	\$140.00	4
00534575	B 15057	V/L S of 5422 S Victoria	\$140.00	3
00108776	A 08187	2035 S Palisade Ave	\$140.00	3
00108787	A 08192	520 W Clark St	\$140.00	3
00109573	A 08762	2004 S Gold St	\$149.00	3
00109575	A 087640001	2021 S Palisade Ave	\$140.00	3
00109587	A 08771	2011 S Palisade Ave	\$140.00	3
00117689	A 17046	129 W 53rd St S	\$140.00	4
00158859	C 13140	2520 E Wilma St	\$140.00	1
00162917	C 17122	1820 S Spruce Ave	\$140.00	3
00167273	C 21794	720 S Royal Rd	\$140.00	2
00175035	C 29674	V/L S of 2940 S Clifton	\$140.00	3
00175252	C 29890	V/L E of 3155 S Yale	\$140.00	3
00200059	D 01148	830 S Richmond Ave	\$140.00	4
00201041	D 02033	924 W Dayton Ave	\$140.00	4
00201544	D 02495	1629 W Maple St	\$140.00	4
00201727	D 026420001	1127 W Dooley Ave	\$140.00	4
00203164	D 03572	323 S Saint Paul Ave	\$140.00	4
00203703	D 040170004	141 N Gordon Ave	\$140.00	6
00203706	D 04018	125 N Gordon Ave	\$140.00	6
00203708	D 040180002	117 N Gordon Ave	\$140.00	6
00203718	D 04018002E	142 N Saint Paul Ave	\$140.00	6
00203720	D 04018002G	132 N Saint Paul Ave	\$140.00	6
00204561	D 04755	1242 S Elizabeth Ave	\$140.00	4
00208397	D 07494	2216 W Lydia Ave	\$140.00	4
00211901	D 10745	3344 S Seneca St	\$140.00	3

00215483	D 14300	3415 S Everett Ave	\$140.00	4
00534517	B 15005	2nd V/L W of Pattie and Maywood	\$140.00	3
00534585	B 15067	V/L S of 5522 S Victoria Ct	\$140.00	3
00534604	B 15086	1st V/L on W Side of S Victoria Ct	\$140.00	3
00534612	B 15093	V/L W of 1211 E Maywood Ct	\$140.00	3
00121777	B 03061	920 N Ohio Ave	\$140.00	1
00121926	B 03192	511 N Wabash Ave	\$140.00	1
00121951	B 03216	524 N Wabash Ave	\$140.00	1
00121992	B 03258	532 N Wabash Ave	\$140.00	1
00122008	B 03265	1237 N Mathewson Ave	\$140.00	1
00122039	B 032830001	1202 N Mathewson Ave	\$140.00	1
00122391	B 03538	1312 N Wabash Ave	\$140.00	1
00122426	B 03564	1217 N Wabash Ave	\$140.00	1
00138187	C 02370	803 N Chautauqua Ave	\$140.00	1
00139005	C 03006	V/L N of 1342 N Chautauqua	\$140.00	1
00158398	C 12693	2271 N Minnesota Ave	\$140.00	1
00161530	C 15969	1440 N Fountain Ave	\$140.00	1
00220168	D 18613	V/L btwn W 3312 & 3330 W Murdock	\$140.00	6
00220169	D 18614	V/L btwn 3312 & 3330 W Murdock	\$140.00	6
00121510	B 028180002	V/L S of 713/715 N Minneapolis	\$140.00	1
00121622	B 02914	V/L N of 602 N Cleveland	\$140.00	1
00121631	B 02922	514 N Cleveland Ave	\$140.00	1
00122057	B 03299	V/L N of 1204 N Cleveland	\$140.00	1
00122059	B 03301	1412 E 11th St N	\$140.00	1
00122389	B 03536	1322 N Wabash Ave	\$140.00	1
00122454	B 03591	1105 N Cleveland Ave	\$140.00	1
00135844	C 00770	1030 N Ash Ave	\$140.00	1
00136069	C 009430001	1303 N Ash Ave	\$140.00	1
00136154	C 01016	1327 N Minneapolis Ave	\$140.00	1
00136176	C 01033	1347 N Minnesota Ave	\$140.00	1
00136612	C 01299	1720 N Hydraulic Ave	\$140.00	1
00136616	C 013000001	V/L N of 1642 N Hydraulic	\$140.00	1
00136644	C 01315	1662 N Minneapolis Ave	\$140.00	1
00137212	C 015150001	2011 N Minneapolis Ave	\$140.00	1
00137227	C 015170002	2048 N Minneapolis Ave	\$140.00	1
00139014	C 03015	V/L NE corner of 12th St & Chautauqua	\$140.00	1
00162128	C 164750003	1630 N Floberta Rd	\$140.00	1
00165923	C 20332	1557 N Oliver Ave	\$140.00	1
00166481	C 21066	2314 N Poplar Ave	\$140.00	1
00176133	C 308390001	2640 N Vassar Ave	\$140.00	1
00245465	D 42603	11710 W Murdock Ave	\$140.00	5
00549111	D 60330	V/L W of 10902 W Atlanta Cir	\$140.00	4
00107442	A 07105	1902 S Waco Ave	\$140.00	3
00131289	B 11050	3101 S Hydraulic Ave	\$140.00	3
00157940	C 12295	736 S Crestway Ave	\$140.00	3
00169329	C 237880002	5106 E Pawnee Ave	\$140.00	3
00179339	C 34463	2928 S Bunker Hill Dr	\$140.00	3
00185296	C 39594	1843 S Cypress St	\$140.00	2

00202121	D 02906	1940 S Meridian Ave	\$140.00	4
00213508	D 12324	1621 W Crawford St	\$140.00	4
00215751	D 14574	3230 S Hiram Ave	\$140.00	4
00484584	C 55195	2107 E Fager St	\$155.00	3
00490705	C 55956	behind Laundromat, 1224 S Webb Rd	\$149.00	2
		Total	<u>\$42,773.00</u>	

Published in the Wichita Eagle on **February 6, 2015**

ORDINANCE NO. 49-934

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR
THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

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

SECTION 1. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2015:

Legal of Parcel in Benefit District	Assessment
E 39 1/2 FT LOT 1201 WACO AVE. LEWELLEN ADD.	\$140.00
LOT 1201 EXC E 39 1/2 FT WACO AVE. LEWELLEN ADD.	\$140.00
LOT 1203 & S 1/2 LOT 1205 WACO AVE. LEWELLEN ADD.	\$140.00
N 16 2/3 FT LOT 1203 & S 16 2/3 FT LOT 1205 WICHITA ST. LEWELLEN'S 2ND. ADD.	\$140.00
LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	\$280.00
LOT 14 FAIRVIEW AVE. SHERWOOD'S ADD.	\$140.00
LOTS 1114-1116-1118 BITTING AVE. GREIFFENSTEIN'S 12TH. ADD.	\$140.00
LOTS 26-28 MAIN ST. MARCHS ADD.	\$140.00
LOTS 37-39 MAIN ST FITZGERALD'S ADD	\$140.00
S 1/2 LOT 38-ALL LOT 40 WACO AVE. FITZGERALD'S 2ND. ADD.	\$140.00
LOTS 17-19 WATER ST. ENGLISH'S 6TH. ADD.	\$140.00
W 85 FT LOTS 145-147 WACO AVE. ENGLISH'S 8TH. ADD.	\$140.00
S 1 FT LOT 140 - ALL LOTS 142-144 MAIN ST. WALTER & WRIGHT'S ADD.	\$140.00
LOTS 1-3 PALISADE AVE. FAIR GROUNDS 2ND. ADD.	\$140.00
LOTS 18-20 GOLD ST. FAIRGROUND'S 2ND. ADD.	\$140.00
LOTS 51-53 BLOCK J RIVERSIDE PLACE ADD.	\$140.00
BEG 758.8 FT S NW COR NE1/4 S 94.5 FT E 295 FT S 213 FT E 620 FT M-L TO CEN CHISHOLM CRK NWLY TO PT 758.8 FT S OF N LI NE1/4 W 658 FT M-L TO BEG EXC CANAL SEC 5-27-1E	\$380.00
BEG 57 FT S & 150 FT W SE COR LOT 50 PALISADE AVE ROSENTHAL 5TH SUPPL W 180 FT S 242 FT E 180 FT N TO BEG EXC E 10 FT & W 30 FT TO CITY. SE1/4 SEC 32-27-1E	\$149.00
S 60 FT TR BEG 202 FT S SE COR LOT 50 PALISADE AVE ROSENTHAL 5TH SUPPL S 97 FT W 140 FT N 97 FT E TO BEG SE1/4 SEC 32-27-1E	\$140.00
BEG 157 FT S SE COR LOT 50 PALISADEAVE ROSENTHAL 5TH SUPPL S 82 FT W 140 FT N 82 FT E TO BEG. SE1/4 SEC 32-27-1E	\$140.00
E 92 FT LOT 14 & E 92 FT N .5 FT LOT 15 BLOCK 2 SUNSET GARDENS ADD.	\$140.00
LOT 22 BLOCK 7 RIVERLAWN HEIGHTS ADD.	\$140.00

LOTS 26-27-28 BLOCK 26 JONES PARK ADD.	\$140.00
LOT 7 BLOCK 2 NORTHWEST HEIGHTS ADD.	\$140.00
LOT 16 BLOCK 6 RIVER PARK ADD.	\$280.00
LOT 45 BLOCK 2 STONEBOROUGH ADD.	\$140.00
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	\$140.00
LOTS 131-133 EMPORIA ST EAGLE ADD	\$140.00
S 19 FT LOT 15-ALL LOT 17 & N 3 FT LOT 19 MINNEAPOLIS AVE. OAKLAND ADD.	\$140.00
LOTS 6-7 SHIRK'S ADD.	\$140.00
LOTS 12-13 SHIRK'S ADD.	\$140.00
LOTS 28-29 SHIRK'S ADD.	\$140.00
LOTS 34-36 MOORE'S 2ND. ADD.	\$140.00
S 40 FT E 1/2 LOT 3 PEARCE & VAN TILBURGH'S ADD.	\$140.00
W 1/2 N 75 FT LOT 4 EXC ALLEY PEARCE & VAN TILBURGH'S ADD.	\$140.00
LOTS 8-10 HEIL ADD.	\$140.00
LOTS 60-62-64 GRANVILLE PARK ADD.	\$140.00
LOTS 189-191 GRANVILLE PARK ADD.	\$140.00
LOTS 85-87 GRANVILLE PARK ADD.	\$140.00
LOTS 93-95 GRANVILLE PARK ADD.	\$140.00
LOTS 55-57 CLEVELAND AVE. GETTO'S ADD.	\$140.00
LOTS 30-32 WABASH AVE. BURLEIGH'S 3RD. ADD.	\$140.00
LOTS 38-40 WABASH AVE. BURLEIGH'S 3RD. ADD.	\$140.00
LOTS 81-83 WABASH AVE. BURLEIGH'S 3RD. ADD.	\$140.00
N 10 FT LOT 3 ALL LOT 5 PRIEST'S ADD.	\$140.00
LOTS 7-9 PRIEST'S ADD.	\$140.00
LOTS 11-13 PRIEST'S ADD.	\$140.00
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	\$140.00
S 1/2 LOT 133-ALL LOT 135 BLOCK 14 ORME & PHILLIPS ADD.	\$140.00
LOTS 146-148 WASHINGTON AVE FOREST PARK ADD.	\$140.00

SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2015:

Legal of Parcel in Benefit District	Assessment
LOTS 10-12 BLOCK 3 ALLEN & SMITH'S ADD.	\$140.00
S 150 FT N 200 FT RES A TULLER'S ADD.	\$140.00
LOTS 34-36 LAURA AVE. WOLLMAN'S ADD.	\$140.00
LOTS 87-89-91 HYDRAULIC AVE. LINCOLN ST. ADD.	\$140.00
LOTS 1-3 HOTCHKIN'S & WHEELER'S SUB.	\$140.00
LOTS 85-87 ELLIS AVE. STRONG'S ADD.	\$140.00
LOTS 6-8 PATTIE AVE. WALTER MORRIS & SON'S 5TH. ADD.	\$140.00
S 80 FT OF TRACT BEG 350 FT W NE COR SE 1/4 S 360 FT W TO CTR CREEK NE TO N LI SE 1/4 E TO BEG EXC ST SEC 9-27-1E	\$140.00
LOT 14 BLOCK A LOWREY ADD.	\$140.00
LOT 5 BLOCK 5 SCHRADER BROS. 2ND. ADD.	\$140.00
LOT 1 BLOCK 11 GARDEN PARK ADD.	\$140.00

LOT 20 BLOCK 15 GARDEN PARK ADD.	\$140.00
LOT 5 EXC CC A-76777 O. R. HIGGS ADD.	\$140.00
LOT 29 BLOCK B PINWOOD ESTATES ADD.	\$140.00
BEG 630 FT N SE COR N1/2 NE1/4 W 330 FT N 138 FT E 330 FT S TO BEG SEC 32-27-2E	\$140.00
W 85 FT LOT 23 SPRUCE AVE. PARK PLACE ADD.	\$140.00
LOTS 22-24 NORRIS NOW ASH ST. SOLOMONS 2ND. ADD.	\$140.00
LOTS 85-87 GUY NOW PIATT ELEVENTH ST. ADD.	\$140.00
LOT 42 EXC N 15 FT - ALL LOTS 44- 46-48 TILFORD NOW ASH ST. ELEVENTH ST. ADD.	\$140.00
LOTS 17-18-19 ROSENTHAL'S 2ND. ADD.	\$140.00
S 17 FT LOT 73 & ALL LOTS 74-75 ROSENTHAL'S 2ND ADD	\$140.00
LOTS 96-97 ROSENTHAL'S 2ND. ADD.	\$140.00
LOTS 118-119 ROSENTHAL'S 2ND. ADD.	\$140.00
LOTS 224-225 ROSENTHAL'S 2ND. ADD.	\$140.00
LOTS 48-50-52-54 EXC E 3 FT TKN FOR ST GUY NOW PIATT AVE LOGAN ADD	\$280.00
LOTS 104-106 PIATT AVE. LOGAN ADD.	\$280.00
LOTS 146-148-150 PIATT AVE. LOGAN ADD.	\$280.00
LOT 51 EXC W 3 FT FOR ROW & LOT 53 EXC W 5 FT FOR ROW ASH ST LOGAN ADD	\$140.00
LOTS 136-138-140 SHORT NOW ASH ST. LOGAN ADD.	\$280.00
LOTS 161-163 CAMPBELL NOW MADISON AVE LOGAN ADD.	\$140.00
ODD LOTS 165 TO 175 INC MADISON AVE LOGAN ADD	\$140.00
W 65 FT LOTS 48-50 SPRUCE ST. LOGAN ADD.	\$140.00
LOTS 43-45 BLOCK 2 KANSAS ADD.	\$140.00
ODD LOTS 23 TO 45 INC BLOCK 4 KANSAS ADD.	\$140.00
LOTS 55-57-59 BLOCK 5 KANSAS ADD.	\$140.00
LOTS 48-50 BLOCK 7 KANSAS ADD.	\$140.00
LOTS 51-53 BLOCK 7 OHIO ADD.	\$140.00
LOTS 68-70 CAMPBELL NOW MADISON AVE. STOUT'S ADD.	\$140.00
LOTS 80-82 RIDDELL NOW SPRUCE ST. STOUT'S ADD.	\$140.00
LOTS 56-58 KANSAS AVE. PARKVIEW ADD.	\$140.00
LOTS 73-75 MINNEAPOLIS AVE. PARKVIEW ADD.	\$140.00
LOTS 85-87 MINNEAPOLIS AVE. PARKVIEW ADD.	\$140.00
LOTS 58-60 MINNEAPOLIS AVE. PARKVIEW ADD.	\$140.00
LOTS 85-87 CHAUTAUQUA AVE. CENTRAL AVE. ADD.	\$140.00
E 52 FT W 78 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	\$140.00
N 9 FT LOT 61-ALL LOT 63 & S 20 FT LOT 65 MONA NOW POPLAR AVE MOSSMAN'S 2ND. ADD.	\$140.00
LOTS 112-114 GREEN ST. FAIRMOUNT PARK ADD.	\$140.00
LOTS 33-35 ERIE AVE. FAIRMOUNT PARK ADD.	\$140.00
LOTS 10-12 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	\$140.00
LOTS 46-48 MT. OLIVE NOW CHAUTAUQUA AVE. FAIRMOUNT PARK ADD.	\$140.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2015:

Legal of Parcel in Benefit District	Assessment
LOTS 42-44 LORRAINE AVE. FAIRMOUNT PARK ADD.	\$140.00
LOTS 42-44 BLOCK 2 ESTERBROOK PARK ADD.	\$140.00
LOTS 71-73 MT OLIVE NOW CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	\$140.00
LOTS 74-76 LORRAINE AVE. WOODRIDGE PLACE ADD.	\$140.00
LOTS 1-3 HILLSIDE AVE. WOODRIDGE PLACE ADD.	\$140.00
LOTS 61-63 HILLSIDE AVE. GIRARD ADD.	\$140.00
LOTS 6-8 GOETHE NOW ESTELLE ROSE HILL ADD.	\$140.00
LOTS 10-12 ESTELLE AVE. ROSE HILL ADD.	\$140.00
LOTS 22-24 ESTELLE AVE. ROSE HILL ADD.	\$140.00
LOTS 26-28 ESTELLE AVE. ROSE HILL ADD.	\$140.00
S1/2 LOT 26 POPLAR ST. GETTO'S 3RD. ADD.	\$140.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	\$140.00
LOT 17 EXC S 11.1 FT & ALL LOT 19 GREEN AVE. FAIRMOUNT ORCHARDS ADD	\$140.00
LOTS 179-181 VASSAR AVE. FAIRMOUNT ADD.	\$140.00
LOTS 51-53 GREEN ST DIXON'S ADD	\$140.00
LOTS 19-20 BEN BAILEY'S ADD.	\$140.00
LOTS 18-20 & 1/2 VAC ALLEY ADJ HYDRAULIC AVE D B MEYER ADD	\$140.00
LOT 21 MC COOL & LAMBE'S ADD.	\$140.00
LOTS 181-182 & S 1/2 LOT 183 BELMONT PARK ADD.	\$140.00
LOTS 40-41-42 BLOCK 3 EAST HIGHLANDS ADD.	\$140.00
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	\$140.00
LOTS 78-80 EAST NOW CRESTWAY AVE. BLUE GRASS SUB.	\$140.00
LOT 13 BLOCK 7 BEVERLY MANOR ADD.	\$140.00
LOT 16 BLOCK 10 BEVERLY MANOR ADD.	\$140.00
LOT 1 BLOCK H MILLAIR ADD.	\$140.00
LOT 31 EXC E 14 FT BLOCK 17 SCHWEITER'S NINTH ADD.	\$140.00
LOT 2 BLOCK 3 SHADYBROOK ADD.	\$140.00
W 2 FT LOT 28-ALL LOT 29 & E 19 FT LOT 30 BLOCK 4 SHADYBROOK ADD.	\$140.00
E 3 FT LOT 17 ALL LOT 18 BLOCK 5 SHADYBROOK ADD.	\$140.00
LOT 8 BLOCK 13 SHADYBROOK ADD.	\$140.00
LOT 30 PARKMORE 2ND. ADD.	\$140.00
LOTS 17-18 BLOCK 7 COUNTRY CLUB HEIGHTS ADD.	\$140.00
LOTS 45-46 BLOCK 8 COUNTRY CLUB HEIGHTS ADD.	\$140.00
LOT 5 BLOCK 2 COUNTRY SIDE ADD.	\$140.00
LOT 7 BLOCK 3 COUNTRY SIDE ADD.	\$140.00
LOT 11 BLOCK 6 COUNTRY SIDE ADD.	\$140.00
LOT 16 BLOCK W UNIVERSITY PARK ADD.	\$140.00
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD.	\$140.00
LOT 32 EXC S 10 FT-ALL LOTS 33-34 BLOCK 19 UNIVERSITY HEIGHTS ADD.	\$140.00
LOT 16 BLOCK 1 BUILDERS 2ND. ADD.	\$140.00
LOT 16 BLOCK 3 BUILDERS 2ND. ADD.	\$140.00
LOT 18 BLOCK 3 BUILDERS 2ND. ADD.	\$140.00
LOT 5 SIDELS REPLAT	\$140.00
LOTS 10-12 BLOCK 14 LINWOOD PARK ADD.	\$140.00
LOTS 13-15 BLOCK 15 LINWOOD PARK ADD.	\$140.00

LOT 23 BLOCK 12 EASTRIDGE ADD. REPLAT	\$140.00
LOT 19 BLOCK 3 REPLAT EDGEWOOD ADD	\$140.00
LOT 14 BLOCK 2 J. WALTER ROSS ADD.	\$140.00
LOT 13 BLOCK 7 KEN-MAR ADD.	\$140.00
LOT 2 BLOCK 8 KEN-MAR ADD.	\$140.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2015:

Legal of Parcel in Benefit District	Assessment
LOT 9 BLOCK R AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$280.00
LOT 17 BLOCK V AUDREY MATLOCK HEIGHTS 1ST. ADD.	\$140.00
LOT 4 BLOCK 17 EASTRIDGE 4TH. ADDITION	\$140.00
TH PT LOTS 1-2 BEG 40 FT SW SE COR LOT 1 NWLY 35.5 FT M-L N 65.5 FT NW 37 FT M-L TO N LI LOT 1 NELY 85.99 FT TO NE COR LOT 1 S TO SE COR LOT 1 SW TO BEG. BLOCK 18 EASTRIDGE 4TH. ADD.	\$140.00
LOT 6 REPLAT OF BLOCK 12 PAWNEE RANCH ADD.	\$140.00
LOT 38 MEADOWLARK 4TH. ADD.	\$140.00
E 60 FT W 120 FT RESERVE B MC ADAM ACRES ADD.	\$140.00
W 1/2 LOT 3 BUTLER'S 2ND. ADD.	\$140.00
LOT 12 BLOCK O PLANEVIEW SUB. NO. 1	\$140.00
LOT 10 BLOCK F PLANEVIEW SUB. NO. 2	\$140.00
LOT 15 BLOCK J PLANEVIEW SUB. NO. 2	\$140.00
LOT 24 BLOCK J PLANEVIEW SUB. NO. 2	\$140.00
LOT 36 BLOCK J PLANEVIEW SUB. NO. 2	\$140.00
ODD LOTS 39 THRU 47 INC. BLOCK 8 COLLEGE CREST ADD.	\$140.00
LOT 6 & 1/30 UND. INT. IN PARK & LAKE FACILITY BLOCK D WILLOW LAKE ESTATES ADD.	\$170.00
LOT 25 BLOCK B WASHINGTON HEIGHTS ADD.	\$140.00
LOT 7 EXC BEG NW COR E 130 FT S 99.8 FT W 130 FT N 101.1 FT TO BEG BLOCK E SOUTH HYDRAULIC PARK 2ND. ADD.	\$140.00
LOT 16 BLOCK 2 JOHN A. MC MAHAN 1ST. ADD.	\$140.00
LOT 5 EXC BEG SE COR LOT 4 TH SE 10FT TH SW TO SWLY LI TH NWLY ALG CUR 1 FT TO BEG BLOCK 5 CHERRY CREEK HILLS ADD	\$140.00
LOT 31 EXC S 100 FT E 90 FT THEREOFHAMPTON ACRES ADD.	\$149.00
LOT 27 BLOCK 1 WOODLAWN PLACE 4TH. ADD.	\$140.00
LOT 10 BLOCK 3 CHERRY CREEK HILLS FOURTH ADD.	\$140.00
LOT 5 BLOCK 3 CHERRY CREEK HILLS THIRD ADD.	\$140.00
LOT 9 & W 2 FT LOT 10 BLOCK A LOST ACRES ADD.	\$140.00
LOT 12 BLOCK 2 TOWNE PARC 5TH. ADD.	\$140.00
S1/2 W 263.6 FT S1/2 N1/2 SW1/4 EXC PT DEEDED TO CITY FOR ST SW1/4 SEC 18-28-1E	\$149.00
S 140 FT E 50 FT W 100 FT LOT 3 BLOCK 5 LAWRENCE ADD.	\$140.00
LOTS 17-19 ELIZABETH AVE. LAWRENCE'S 7TH. ADD.	\$140.00
LOT 33 & S 15 FT LOT 35 ELIZABETH AVE. LAWRENCE'S 7TH. ADD.	\$140.00
LOTS 10-12 FERN AVE. LAWRENCE'S 7TH ADD.	\$140.00
BEG 210 FT W NE COR NW 1/4 S 264 FTW 120 FT N 264 FT E TO BEG EXC N 30 FT RD SEC 7-27-1W	\$149.00

E 233.8 FT S 168.3 FT NE1/4 EXC PT FOR ST SEC 13-28-1W	\$149.00
LOTS 19-21-23 EXC W 50 FT VINE ST. LAWRENCE'S 7TH. ADD.	\$140.00
LOTS 45-47 EXC E 77.8 FT PALMERSTON NOW GORDON AVE. MARTINSON'S 5TH. ADD.	\$140.00
LOTS 410-412 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	\$140.00
LOTS 118-120-122 EXC S 37.75 FT N 97 FT & EXC S 43 FT HENDRYX AVE. GLENDALE ADD.	\$140.00
LOTS 41-43 DAYTON AVE GLENDALE ADD.	\$140.00
LOTS 101-103 DAYTON AVE GLENDALE ADD.	\$140.00
N 75 FT W 7 FT LOT 48 & N 75 FT LOTS 50-52 MAPLE ST COOP'S SUB	\$140.00
LOTS 21-22-23-24 BLOCK F EAST UNIVERSITY ADD.	\$140.00
LOTS 33-35 EXC W 10 FT FOR ST CCA-53868 BLOCK P SOUTH UNIVERSITY PLACE ADD.	\$140.00
LOT 9 BLOCK J SHEARMAN'S ADD.	\$140.00
LOTS 2-4 POWER NOW SEDGWICK ST. STILES & SMITH'S ADD	\$140.00
LOTS 34-36-38-40 ST CLAIR AVE STILES & SMITH'S ADD.	\$140.00
LOTS 1-3 ST. CLAIR AVE. STILES & SMITH'S ADD.	\$140.00
LOTS 92-94 EXC N 50 FT WALKER AVE GARFIELD 2ND. ADD.	\$140.00
LOTS 2-3 BLOCK 2 COLLEGE GREEN ADD.	\$140.00
LOTS 5-6 BLOCK 2 COLLEGE GREEN ADD	\$140.00
LOTS 5-7 GRANDVIEW NOW ST. PAUL AVE. STEWART'S SUB. OF RES. A	\$140.00
LOTS 9-10 BLOCK 4 ACADEMY PARK ADD	\$140.00

SECTION 5. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2015:

Legal of Parcel in Benefit District	Assessment
LOTS 15-16 BLOCK 4 ACADEMY PARK ADD.	\$140.00
LOTS 19-20 BLOCK 4 ACADEMY PARK ADD.	\$140.00
LOTS 29-30 BLOCK 4 ACADEMY PARK ADD.	\$140.00
LOTS 33-34 BLOCK 4 ACADEMY PARK ADD.	\$140.00
LOTS 21-23 KIRKPATRICK'S 3RD. ADD.	\$140.00
LOT 6 EXC S 16.5 FT-ALL LOTS 7-8 MERIDIAN AVE WALTER'S ADD.	\$140.00
N 15 FT LOT 5 & S 16.5 FT LOT 6 MERIDIAN AVE. WALTER'S ADD.	\$140.00
S 12 1/2 FT LOT 22 & ALL LOTS 24-26BLOCK 17 REPLAT PT OF JOHN MC CORMICK'S ADD.	\$140.00
LOTS 34-36 BLOCK 13 WHITLOCK'S REPLAT	\$140.00
LOTS 46-48 BLOCK 13 WHITLOCK'S REPLAT	\$140.00
LOT 10 & N 1/2 LOT 12 BLOCK 10 J O DAVIDSON'S 2ND. ADD.	\$140.00
E 50 FT S1/2 LOT 42 & E 50 FT LOTS 44-46-48-50 BLOCK 15 J O DAVIDSON'S 2ND. ADD.	\$140.00
W 50 FT E 100 FT S1/2 LOT 42 & W 50FT E 100 FT LOTS 44-46-48-50 BLOCK 15 J.O. DAVIDSON'S 2ND. ADD.	\$140.00
LOTS 17-18-19 EXC E 2 1/2 FT FOR ALLEY BLOCK 15 FRANKLIN YIKE ADD.	\$140.00
LOTS 2-4 EXC E 40 FT ELIZABETH AVE BLOCK C PRINCESS ADD	\$140.00
LOTS 8-9 EXC S 5 FT LOT 9 SOUTHWEST BOULEVARD ADD.	\$170.00
LOT 18 BLOCK 5 PAWNEE PARK ADD.	\$140.00
LOT 24 BLOCK 10 ORCHARD PARK ADD.	\$140.00

S 1/2 LOT 3 MOSLEY'S ADD.	\$140.00
LOT 9 CUMLEY'S ADD.	\$140.00
LOT 12 BLOCK 1 CARLAN'S ADD.	\$140.00
LOT 2 BLOCK B REPLAT OF SOWERS GARDENS	\$140.00
LOT 15 BLOCK 5 1ST ADD TO SOUTHWEST VILLAGE	\$140.00
LOT 30 BLOCK 17 2ND. ADD. TO SOUTHWEST VILLAGE	\$140.00
LOT 18 BLOCK 1 GENTRY 2ND. ADD.	\$140.00
LOT 5 BLOCK 2 RIDGEVIEW ADD.	\$140.00
LOT 15 BLOCK 11 4TH. ADD. TO SOUTHWEST VILLAGE	\$140.00
LOT 6 BLOCK C SUNNYSIDE GARDENS 4TH ADD.	\$140.00
W 136 FT LOT 8 BLOCK B WEST CENTRAL GARDENS ADD.	\$140.00
LOT 6 REEVES 2ND. ADD.	\$140.00
LOT 7 REEVES 2ND. ADD.	\$140.00
LOT 11 BLOCK C WESTVIEW ADD.	\$140.00
LOT 4 BLOCK M MEADOWVIEW ESTATES ADD.	\$140.00
LOT 1 BLOCK 27 COUNTRY ACRES 2ND. ADD.	\$140.00
LOT 16 BLOCK 11 PURCELL'S 11TH. ADD.	\$140.00
LOT 1 BLOCK 16 PURCELL'S 11TH. ADD.	\$140.00
LOT 4 BLOCK 24 PURCELL'S 11TH. ADD.	\$140.00
LOT 4 BLOCK A PIPPIN SECOND ADD.	\$140.00
LOT 1 EXC S 9.9 FT TO CITY FOR ST. WESTAIR ADDITION	\$140.00
LOT 31 BLOCK 19 PAWNEE MESA ADD.	\$140.00
LOT 16 BLOCK 5 GOLDEN HILLS 5TH. ADD.	\$140.00
LOT 11 BLOCK 1 JAMES PLACE ADD.	\$140.00
RESERVE A CORNEJO NORTH ADD.	\$140.00
LOT 1 BLOCK 5 ANGEL ACRES ADD.	\$140.00
LOT 10 BLOCK 6 ANGEL ACRES ADD.	\$140.00
LOT 14 BLOCK 6 ANGEL ACRES ADD.	\$140.00
LOT 1 BLOCK 1 HUNTINGTON POINTE ADD.	\$155.00
LOT 15 BLOCK 1 HUNTINGTON POINTE ADD.	\$155.00
LOT 5 BLOCK 1 SOUTH HYDRAULIC GARDENS ADD.	\$140.00
LOT 5 BLOCK 3 SOUTH HYDRAULIC GARDENS ADD.	\$140.00

SECTION 6. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2015:

Legal of Parcel in Benefit District	Assessment
LOT 9 BLOCK 3 SOUTH HYDRAULIC GARDENS ADD.	\$280.00
LOT 10 BLOCK 4 SOUTH HYDRAULIC GARDENS ADD.	\$140.00
LOT 12 BLOCK 5 SOUTH HYDRAULIC GARDENS ADD.	\$140.00
LOT 5 BLOCK 2 ORCHARD VIEW 2ND. ADD.	\$140.00
LOT 25 3RD. CLARKDALE SUB.	\$149.00
LOT 27 3RD. CLARKDALE SUB.	\$140.00
W 54 FT LOT 39 3RD. CLARKDALE SUB.	\$140.00

LOT 1 EXC S 225 FT & EXC W 260 FT N 142 FT S 367 FT THEREOF & EXC BEG MOST NLY COR COMMON LOTS 1 & 2 E 140.14 FT S 214 FT W 140.09 FT N 214 FT TO BEG & EXC N 48.02 FT W 260 FT THEREOF HARRISON PARK 3RD ADDITION	\$149.00
LOT 2 BLOCK 5 ARBOR LAKES ESTATES	\$140.00
LOT 9 & N 12 FT LOT 10 BLOCK C WHEATLAND ADD.	\$140.00
LOT 3 BLOCK 2 GRAY'S SECOND ADD.	\$140.00
LOT 61 BLOCK B GRAY'S 4TH. ADD.	\$280.00
LOT 63 BLOCK B GRAY'S 4TH. ADD.	\$280.00
LOT 19 BLOCK C GRAYS 5TH ADD.	\$140.00
LOT 23 BLOCK D GRAYS 5TH ADD.	\$140.00
LOT 4 BLOCK 6 CLEAR CREEK ADD.	\$140.00
LOT 21 BLOCK B RIVENDALE ADD.	\$140.00
LOT 22 BLOCK B RIVENDALE ADD.	\$140.00
LOT 26 EXC E 10 FT BLOCK C RIVENDALE ADD.	\$140.00
LOT 30 BLOCK C RIVENDALE ADD.	\$280.00
LOT 34 BLOCK C RIVENDALE ADD.	\$140.00
LOT 36 BLOCK C RIVENDALE ADD.	\$140.00
LOT 40 BLOCK C RIVENDALE ADD.	\$140.00
LOT 42 BLOCK C RIVENDALE ADD.	\$140.00
LOT 43 BLOCK C RIVENDALE ADD.	\$140.00
LOT 1 BLOCK D RIVENDALE ADD.	\$140.00
LOT 6 BLOCK D RIVENDALE ADD.	\$140.00
LOT 13 BLOCK D RIVENDALE ADD.	\$140.00
LOT 4 BLOCK A SOUTHERN RIDGE 2ND ADD	\$140.00
LOT 20 BLOCK D FALCON FALLS 2ND ADD	\$140.00
LOT 8 BLOCK C SOUTHERN RIDGE 4TH ADD	\$140.00
LOTS 47-49 EXC W 3 FT TKN FOR ROW ASH ST. LOGAN ADD.	\$140.00
LOT 9 BLOCK 1 SYCAMORE POND ADD	\$140.00
LOT 1 & LOT 2 EXC BEG SLY MOST COR LOT 2 TH NW 53 FT TH NE 120.22 FT SE 74.09 FT TH SW 128.71 FT TO BEG BLOCK 2 SOUTHWEST PASSAGE ADD	\$140.00
LOT 3 BLOCK 5 SOUTHWEST PASSAGE ADD	\$140.00
LOT 5 BLOCK 1 HOME DEPOT ADD	\$380.00
LOT 6 BLOCK 1 WILLOW CREEK EAST 2ND ADD	\$140.00
LOT 7 BLOCK 1 WILLOW CREEK EAST 2ND ADD	\$140.00
LOT 5 BLOCK 2 WILLOW CREEK EAST 2ND ADD	\$140.00
LOT 6 BLOCK 2 WILLOW CREEK EAST 2ND ADD	\$140.00

SECTION 7. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **3rd** day of **February, 2015**.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form

:

Sharon Dickgrafe, Interim Director of Law

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Resolutions Authorizing Congestion Mitigation and Air Quality (CMAQ) grants from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the resolutions authorizing filing of grant application, execution of the grant when approved, and pledging sufficient matching funds.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible Federal funds for the support of the Westside Service Improvements project in 2015. After filing an application with the FTA for funds, the grant is certified by the Department of Labor and awarded to the City of Wichita by the FTA. The grant is then executed by authorized transit staff and funds are available for use. Congestion Mitigation and Air Quality (CMAQ) funds are Federal Highway Administration (FHWA) funds that are transferred to FTA for use for transit services. A second resolution for each grant is required by the Kansas Department of Transportation (KDOT) to pledge sufficient matching funds and approve the transfer of funds from FHWA to FTA. The funds are 80% Federal funds and 20% local matching funds.

Analysis: The Westside Service Improvements grant is for \$1,050,000 (\$840,000 Federal portion and \$210,000 local portion). The route structures for the new West Maple, West Central and neighborhood feeder service are in place and entering the second year of service. CMAQ funding is eligible for three years.

Average daily ridership was at or near 2013 levels for April and May, but grew steadily over the next several months. The average daily ridership stabilized in the 4th quarter of 2014 and both routes combined are providing over 100 more rides a day than the combined ridership of the Westside routes in 2013.

The proposed resolutions authorize the filing of applications for the following funding:

Westside Service Improvements:

- Federal Portion - \$840,000
- Local Portion - \$210,000
- Total - \$1,050,000

The Transportation Policy Body, which develops and approves transportation plans for the Wichita Area Metropolitan Planning Organization, awarded the Federal portion of the grant to Wichita Transit on September 9, 2014. A public meeting was held on January 16, 2015 with no adverse comments.

Financial Consideration: The Federal share for Westside Service Improvements is \$840,000 and the local match is \$210,000 and will be funded by the Transit Fund. Transit expects to fund the \$210,000 match with savings from eliminating the Westside Connector.

Legal Consideration: The Law Department has reviewed and approved the resolutions authorizing filing of the grants as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolutions and authorize the necessary signatures.

Attachments:

1. WT Resolution Authorizing 2015 CMAQ Westside Service Improvements
2. KDOT 1312 Form Resolution for 2015 CMAQ Westside Service Improvements

RESOLUTION NO. 15-026

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE
AUTHORIZED BY 49 U.S.C.,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2015 CONGESTION MITIGATION AND AIR
QUALITY (CMAQ) PROJECTS**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to CMAQ – Congestion Mitigation and Air Quality: Westside Service Improvements.

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

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C., United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2015.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon L. Dickgrafe, Interim Director of Law

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on January 27, 2015.

Carl Brewer, Mayor

KANSAS DEPARTMENT OF TRANSPORTATION

BUREAU OF LOCAL PROJECTS

REQUEST FOR CONGESTION MITIGATION AND AIR QUALITY (CMAQ)

IMPROVEMENT PROGRAM PROJECT

County/City: _____

WHEREAS, The Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary," has been designated as an agent for _____ under an agreement dated _____, or, will be designated as an agent for _____ under an agreement to be executed at a later date and,

WHEREAS, the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provides Federal-Aid funds to assist the counties, cities, and other political sub-divisions in improving their roads and streets and congestion mitigation activities that provide air quality benefits, and,

WHEREAS, The above-noted county/city desires to improve a certain portion of their road or street system or other related project that will contribute to air quality improvements and reduce congestion, now, therefore,

WHEREAS, The county/city request the Secretary program the following Congestion Mitigation Air Quality Improvement project _____

ESTIMATED costs of such improvements are as follows:

Federal Funds	\$	_____
Local Funds	\$	_____
ESTIMATED Total for Project	\$	_____
Proposed Let Date		_____

Submit One (1) Copy of the document along with Approved TIP documentation

BE IT RESOLVED: That sufficient funds of _____ County/City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day _____ Month _____ Year _____, at _____, Kansas.

Recommend for Approval: APPROPRIATE LOCAL OFFICIAL(S)

County/City Engineer or Administrator _____
Chairperson/Mayor

ATTEST: _____
Member

County/City Clerk _____
Member

**City of Wichita
City Council Meeting
January 27, 2015**

TO: Mayor and City Council

SUBJECT: Resolution Authorizing Section 5307 Urbanized Area Formula Annual Grant from the Federal Transit Administration (All Districts)

INITIATED BY: Wichita Transit

AGENDA: Consent

Recommendation: Adopt the resolution authorizing the filing of a grant application and execution of the grant when approved.

Background: The Federal Transit Administration (FTA) grant application process requires a resolution by the governing body authorizing staff to file grant applications to receive funds and administer the grant's program. The purpose of the resolution is to authorize staff to file for eligible Federal funds for the support of the City's transit services for Fiscal Year 2015 (pursuant to Section 5307 Urbanized Area Formula Annual Apportionment). After filing an application for funds, the grant is certified by the Department of Labor and awarded to the City of Wichita by the FTA. The grant is then executed by authorized transit staff and funds are available for use. Transit staff held a public hearing on January 16, 2015 with no comments. Section 5307 non-capital funds are 80% Federal and 20% local match with the exception of operating funds which are 50% Federal and 50% local match, and ADA accessible vehicle purchases which are 85% Federal and 15% local match.

Analysis: The proposed resolution authorizes the filing of a grant for the following Federal funding at 80% Federal portion and 20% local portion: planning, program support and project administration for administrative salaries and activities; ADA for paratransit van driver wages and IT costs; preventive maintenance for vehicle and building maintenance; and replacement mobile farebox equipment for buses. The life of fareboxes is 10 years and the current fareboxes will be 14 years old in 2015. Operating assistance is the only activity requiring a 50% local match and covers activities such as: bus and van operator wages, purchased rides, and diesel and gasoline fuel. Buses are eligible for 85% Federal funding with a 15% local match. This grant is asking for \$4,882,349, which is the total 2015 Federal apportionment. Many of the activities are just being increased now that additional Federal funds are available for the grant:

80% Federal Portion and 20% Local Match:

- Planning - \$156,250
- Project Administration - \$225,000
- Program Support - \$36,250 (Passed through to Derby)
- ADA - \$225,000
- Preventative Maintenance - \$600,000
- Preventive Maintenance - \$1,250 (Passed through to Derby)
- Mobile Farebox Equipment - \$500,000

50% Federal Portion and 50% Local Match:

- Operating - \$2,803,248
- Operating - \$20,000 (Passed through to Derby)

85% Federal Portion and 15% Local Match:

- Bus Purchase - \$2,442,030

Financial Consideration: The Federal share is \$4,882,349. The City of Wichita local match of \$1,642,874 is included in the 2015 Adopted budget for the Transit Fund. The Bus Purchase and Mobile Farebox Equipment local match of \$466,305 is in the 2011-2020 Adopted CIP and submitted for consideration in the 2015-2024 Proposed CIP. Derby is apportioned \$40,000 Federal dollars and will match \$17,500.

Legal Consideration: The Law Department has reviewed and approved the resolution as to form.

Recommendation/Actions: It is recommended that the City Council adopt the resolution and authorize the necessary signatures.

Attachments: Resolution

RESOLUTION NO. 15-027

**A RESOLUTION AUTHORIZING
THE FILING OF AN APPLICATION
WITH THE FEDERAL TRANSIT ADMINISTRATION,
AN OPERATING ADMINISTRATION OF THE
UNITED STATES DEPARTMENT OF TRANSPORTATION,
FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED
BY 49 U.S.C. CHAPTER 53, TITLE 23,
AND OTHER FEDERAL STATUTES ADMINISTERED BY THE
FEDERAL TRANSIT ADMINISTRATION
TO SUPPORT FY 2015 SECTION 5307 PROJECTS**

WHEREAS, the Federal Transportation Administrator has been delegated authority to award federal financial assistance for transportation projects; and

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the City of Wichita and may require the City to provide the local share of the project cost; and

WHEREAS, the City of Wichita has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project; and

WHEREAS, the City of Wichita desires financial assistance for support of the following projects: Pursuant to Section 5307 – Annual Urbanized Formula Funds: Preventive Maintenance, Planning, Project Administration, ADA, Operating, Mobile Fare Equipment and Bus purchase.

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

1. The City Manager or designee is authorized to execute and file an application on behalf of the City of Wichita, Kansas, with the Federal Transit Administration for Federal assistance under 49 U.S.C. Chapter 53, Title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration to aid in financing 49 U.S.C. §5307 projects.
2. That the City Manager or designee is authorized to execute and file with its application the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the City Manager or designee is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Wichita.

PASSED AND APPROVED THIS 27th DAY OF JANUARY, 2015.

THE CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon L. Dickgrafe, Interim Director of Law

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Wichita, which is the Designated Recipient of Urbanized Area Formula Program assistance under the provisions of 49 U.S.C. §5307, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally-convened meeting of the City of Wichita.

ADOPTED at Wichita, Kansas on January 27, 2015.

Carl Brewer, Mayor

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council
SUBJECT: Waiver of MABCD Special Assessment Fees (District I)
INITIATED BY: City Manager's Office
AGENDA: Consent

Recommendation: Approve waiver of the fees.

Background: On November 4, 2014, the City Council adopted Ordinance 49-885 allowing for the Metropolitan Area Building and Construction (MABCD) fees to be waived under certain qualifying circumstances. Habitat for Humanity has submitted the proper paperwork requesting that the MABCD special assessment fees be waived on the vacant lot located at 1201 N. Green. All presale conditions of the Ordinance have been met by Habitat for Humanity.

Analysis: Habitat for Humanity has secured the vacant lot located at 1201 N. Green. Habitat has applied to have \$366.13 in mowing special assessment fees for 2012 and 2013 waived. Habitat plans to build a single-family residence on the referenced property in 2015 or early 2016. There are no additional pending MABCD special assessment fees for this property.

Financial Considerations: The waiver will result in a loss of special assessment revenue in the amount of \$366.13. Redevelopment of the property by Habitat for Humanity will result in additional property taxes for the City of Wichita.

Legal Considerations: The Law Department has reviewed and approved the fee waiver as to form.

Recommendations/Actions: It is recommended that the City Council waive the \$366.13 in MABCD special assessment fees.

Attachments: Special assessment waiver packet.

MABCD SPECIAL ASSESSMENT WAIVER FORM

Name of Organization: Wichita Habitat for Humanity
Business address: PO Box 114, Wichita, KS 67201
Business phone number: 316-269-0755
Executive Director: Ann Fox
Executive Director phone numbers: 269-0755 (Work) 640-5508 (Cell)
Executive Director e-mail: ann@wichitahabitat.org
Location of property being submitted for waiver of special assessments: 1201 N Green
E 81 FT Lots 93-95 Green St. Fairmount Park Add.
PIN 138772

Required Attachments

- Proof of 501(C)(3) tax exempt designation (for at least five years)
- List of current Board of Directors
- Organizational By-Laws
- Proof of property ownership
- Plan for property

Signature

I hereby certify that the information above is true and accurate.

Signature: Laurie Walker Date of Application: 12/1/14

Staff Section

Amount of special assessments being waived: \$366.13
Approved by City Council on: _____
Payment in the amount of _____ sent to Sedgwick County Treasurer on _____
Reimbursement from Sedgwick County Treasurer received on _____

Any new or rehabilitated home must be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new or rehabilitated home must be sold by the applicant to an individual(s) with a gross annual household income between 30 and 80% of the median income for Sedgwick County. Failure to comply will result in the applicant being denied future waivers.

Created 10-14-14



*Sedgwick County...
working for you*

www.sedgwickcounty.org

Property Detail Information

[Return to Property Search](#)

1201 N GREEN ST

[View Property Record Card](#) Effective date is shown on the top right side of the page.

[\\$ PAY TAXES](#) [View Valuation Notice](#) Current year Valuation Notices are available after March 1st.

Legal Description: E 81 FT LOTS 93-95 GREEN ST, FAIRMOUNT PARK ADD.
Property Owner Name: OKANSAS PROPERTIES LLC
Mailing Address: 1108 S MAIN ST STILLWATER OK 74074-4638
Geo Code: C 027910001 **PIN:** 00138772 **AIN:** 125150120601600
Tax Unit: 6702 001 WICHITA U-259 **Land Use:** 9910 Residential highest and best use

Market Land Square Feet: 4,033 **Total Acres:** .09
2014 Appraisal Value: \$2,300.00 **2014 Assessment Value:** \$276.00

Appraisal Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$2,300	\$0	\$2,300	0%
2013	Vacant	\$2,300	\$0	\$2,300	0%
2012	Vacant	\$2,300	\$0	\$2,300	0%
2011	Vacant	\$2,300	\$0	\$2,300	0%
2010	Vacant	\$2,300	\$0	\$2,300	0%
2009	Vacant	\$2,300	\$0	\$2,300	0%
2008	Residential	\$2,900	\$11,910	\$14,810	11%
2007	Residential	\$2,900	\$10,400	\$13,300	0%
2006	Residential	\$2,900	\$10,400	\$13,300	0%
2005	Residential	\$2,900	\$10,400	\$13,300	0%

Assessment Values

Year	Class	Land	Improvements	Total	Percent Change
2014	Vacant	\$276	\$0	\$276	0%
2013	Vacant	\$276	\$0	\$276	0%
2012	Vacant	\$276	\$0	\$276	0%
2011	Vacant	\$276	\$0	\$276	0%
2010	Vacant	\$276	\$0	\$276	0%
2009	Vacant	\$276	\$0	\$276	0%
2008	Residential	\$334	\$1,370	\$1,704	11%
2007	Residential	\$334	\$1,196	\$1,530	0%
2006	Residential	\$334	\$1,196	\$1,530	0%
2005	Residential	\$334	\$1,196	\$1,530	0%

2015 Through Payout Special Assessments

Project	Description	Begin Year	End Year	Principal	Interest	Total
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING #2. 49211	2012	2012			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 1. 49422	2013	2013			
CITY OF WICHITA	CITY OF WICHITA WEED CUTTING 2. 49489	2013	2013			
Totals:				\$0.00	\$0.00	\$0.00

Tax Authorities

0518 CITY OF WICHITA
0201 COUNTY
9999 MV Average Levy for ST
0101 STATE
0602 USD 259
0602 USD 259 SG
0754 USD 259 BOND 3 (2000)
0704 USD 259 NEW BOND
0703 USD 259 OLD BOND

Billings

Tax Year	Tax Bill Id	Tax Rate	General Tax Billed	Specials Tax Billed	Interest Billed	Fees Billed	Total Billed	Amount Paid	Balance Due
2014	4643442	117.365	\$32.40	\$0.00	\$0.08	\$0.00	\$32.48	\$0.00	\$32.48
2013	3893578	120.6007	\$33.28	\$243.35	\$14.78	\$16.00	\$307.41	\$0.00	\$307.41
2012	3141976	120.6024	\$33.30	\$122.78	\$18.08	\$16.00	\$190.16	\$0.00	\$190.16
2004	236507	113.387	\$0.00	\$363.98	\$29.28	\$0.00	\$393.26	(\$393.26)	\$0.00
2003	236506	113.63	\$0.00	\$124.80	\$0.00	\$0.00	\$124.80	(\$124.80)	\$0.00
2002	236505	113.96	\$0.00	\$4.99	\$0.00	\$0.00	\$4.99	(\$4.99)	\$0.00
2001	236504	116.554	\$0.00	\$5.42	\$0.00	\$0.00	\$5.42	(\$5.42)	\$0.00



**Bringing people together to build
homes, communities and hope.**

PROPERTY PLAN

Address:

E 81 Ft Lots 93 and 95 Green St. Fairmount Park Add.
PIN 138772

Wichita Habitat for Humanity will build a single-family residence on the above referenced property in 2015 or early 2016. The home will be sold to an individual or individuals who will occupy the home as his/her/their primary residence. The new home will be sold to an individual or individuals with a gross annual household income between 30-80% of the median income for Sedgwick County, Kansas

Sample floor plans with corresponding elevations accompany this Property Plan.

WICHITA HABITAT FOR HUMANITY BOARD MEMBERS 2014

Name	Board Role/Committee Membership
Angie George	ReStore Marketing (Real Estate Marketing)
Ann Patterson	Exec Commmitte, Board Chair, Campaign Leadership, (Patterson Legal)
Beth King	Public Relations, Campaign Leadership (KingMerj PR)
Charles Eby	Construction, Site Selection (Eby Construction)
Chris Howell	Finance (UMB)
Clay Stoldt	Public Relations (WSU – Sports Communications)
Dave Burger	Finance (Kennedy and Coe)
David Redfern	Exec Committee, Board Vice Chair, Board Dev. Chair (ValuePlace Properties)
Greg Gann	Family Support Chair (Sedgwick County IT)
Heather Haines	Family Selection Chair (IMA/TrueNorth)
Jeff Wetta	Exec Committee, Secretary Campaign Leadership (VWealth Management)
John Ek	Public Relations, Campaign Leadership (Wichita Business Journal)
Joyce Dixson	Family Selection, Family Support (Intrust)
Larry Rapp	Exec Committee, Board Legal Counsel (Foulston Siefkin)
Lavonta Williams	(Wichita City Council)
Lisa Jones	Comm. Engagement, Campaign Leadership (J.P. Weigand)
Mary Chau-Nguyen	(Precision Surgery Center)
Rolf Gunderson	ReStore Operations (Profillment, Inc.)
Sue Dieker	Raise The Roof Chair (Community Volunteer)
Susan Barrett	Exec. Committee, Treasurer (SpiritAerosystems)
Tom Ruggles	Construction (Ruggles & Bohm)
Tony Zimbelman	Exec Committee, Member at Large, Campaign Leadership, Construction (Zimbelman Construction)
Vern Klassen	Construction, Site Selection (Interior Trends)

REAL ESTATE PURCHASE CONTRACT

This Real Estate Purchase Contract ("Contract") is entered into by and between the Buyer and Seller, to be effective as of the date the Contract is fully executed by both parties and Buyer has received from Seller an original, fax or scanned copy of the fully signed Contract ("Effective Date"):

~~OKANSAS~~ ^{PLW} ~~OKANSAS~~ PROPERTIES LLC
hereinafter referred to as "Seller"

and

WICHITA HABITAT FOR HUMANITY, INC.
hereinafter referred to as "Buyer"

WITNESSETH

That for and in consideration of the mutual promises, covenants and obligations hereinafter provided, and the purchase price to be paid by Buyer to Seller, the parties agree with each other as follows:

1. Property. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Warranty Deed the real property legally described, according to the duly recorded plat thereof, as:

E. 81 Ft Vacant lots 93 and 95 Green Street Fairmount Park Add.

with the address 1201 N. Green Street, hereinafter referred to as (the "Property").
2. Purchase Price. Buyer agrees to purchase the Property, and to pay to the Seller, as consideration for the conveyance to Buyer, the sum of \$250, to be paid in cash at closing.
3. Contingencies. Buyer's obligation to close on the purchase of the Property will be contingent on the following conditions being met:
 - a) Utility service connections are available in close proximity to the property (gas, water, sewer, electricity);
 - b) The Property is free from encroachment and free of soil and groundwater contamination that would interfere with Buyer's intended use of the properties for construction of single-family residences;
 - c) The Property receives environmental clearance as determined by the City of Wichita;
 - d) Buyer receives a commitment to insure marketable title to the Property free and clear of encumbrances, except for easements and restrictions of record that would not interfere with Buyer's intended use of the property for residential construction.

5. Title. To Seller's actual knowledge there are no unpaid (whether recorded or not) liens on the title to the Property or conditional sales contracts affecting any portion of the Property. The Buyer will acquire title insurance on the property prior to closing at the Buyer's cost. Buyer requests that the title company leave the title binder open.
6. Taxes. Buyer will pay all outstanding property taxes.
7. Closing and Possession. Closing will occur within thirty (30) days of the Effective Date, or such earlier date as Buyer may designate to Seller and the Title Company. Possession will be granted at closing. At closing, Seller will deliver to Buyer a properly executed and acknowledged warranty deed conveying the Property; and Buyer will deliver to Seller a cashier's or certified check for the purchase price.
8. Closing Costs. Closing fees will be paid 100% by Buyer.
9. Notices. All notices will be served either personally, by recognized public or private express mail service, or by depositing the same in a United States Post Office, certified or registered mail, return receipt requested, postage prepaid, and properly addressed as follows:

If to Seller: Randy Wick
O'Kansas Properties, LLC
1108 N. Main St.
Stillwater, OK 74074-4638

If to Buyer: Attn: Laurie Walker, Property Manager
Wichita Habitat for Humanity, Inc.
PO Box 114
Wichita, KS 67201

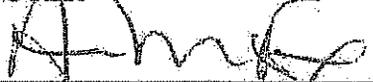
Said notice will be deemed to have been given when personally delivered, one day after depositing the notice with a next day delivery service, or two days after depositing the notice in the United States mail, properly addressed.

11. Title Company. Security 1st Title; Attn. Karen McGregor, 727 N Waco Ave., Suite 300 Wichita, KS 67203-3954; Phone: 316.293.1683; Facsimile: 316.67.8115. Or such other title company of Buyers's choice.
12. Successors and Assigns. This Agreement will be binding upon the heirs, devisees, legatees, executors, administrators, trustees, successors, and assigns of the parties hereto.

13. This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property.
14. This Contract and its validity, construction and performance will be governed by the Laws of Kansas.
15. No Real Estate Broker. Seller represents and warrants to Buyer that no real estate broker or agent has been engaged by Seller to sell the property. Seller will indemnify Buyer from any losses, cost or expense incurred by Buyer in connection with any party claiming the right to be paid a commission or sales fee in connection with Buyer's purchase of the property based upon any contract or understanding of Seller with such person.

IN WITNESS WHEREOF, this Contract has been executed as of the date written by Seller below.

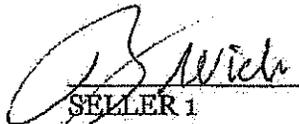
"BUYER"


 Ann M. Fox, Executive Director
 Wichita Habitat for Humanity, Inc.

58-1735540
 Employer ID #

12/10/14
 Date

"SELLERS"


 SELLER 1
 KANSAS PROPERTIES L.L.C.
 PARTNER

45-2432355
 Last 4 Digits of SS #
 TAX ID KANSAS
 45-2432355

12-11-14
 Date

 SELLER 2

 Last 4 Digits of SS #

 Date

City of Wichita
City Council Meeting
January 27, 2014

To: Mayor and City Council
Subject: WAMPO Travel Demand Model Support Services Consultant Contract
Initiated By: Wichita Area Metropolitan Planning Organization (WAMPO)
Agenda: City Council (Consent)

Recommendation: Approve the contract with TranSystems Corporation for the WAMPO Travel Demand Model Support Services consulting services.

Background: The WAMPO governing body, the Transportation Policy Body (TPB), approved this consultant project as part of WAMPO's 2015 Unified Planning Work Program on November 10, 2014. The WAMPO TPB is scheduled to take action on this consultant contract on February 10, 2015.

Procurement of these services followed the City of Wichita's Request for Proposal (RFP) process and the Kansas Department of Transportation (KDOT) procurement process. Three proposals were received in response to the RFP. TranSystems Corporation was selected by the consultant selection committee based on its extensive experience with the air quality conformity process and thorough proposal for increasing awareness of the model's capabilities and outputs to area stakeholders.

Analysis: The Travel Demand Model Support Services project is expected to provide WAMPO with on-call travel demand support services for three years (2015 – 2017). WAMPO maintains the regional travel demand model for the greater Wichita metro area. This model is used to generate current year traffic volumes and forecast future year volumes on area highways and major roads. WAMPO uses the model during the development of its long range transportation plan. Local governments and the Kansas Department of Transportation (KDOT) also use it to evaluate the traffic impact of proposed road projects.

Financial Consideration: The City of Wichita is currently the fiscal agent for the WAMPO. As such, all of the eligible expenses that the City of Wichita initially provides for WAMPO's operations, including consultant contracts are reimbursed back to the City of Wichita through WAMPO's federal Consolidated Planning Grant project. For this contract, WAMPO requests that the City approve the contract and authorize funding to initially pay for the costs of the contract. The contract is for \$104,750 over the three-year term of the contract plus any additional funding at the agreed-upon hourly rates for additional, requested on-call professional consulting services to carry out the WAMPO Travel Demand Model Support Services project. WAMPO expects this amount to be minimal and would likely not be more than \$5,000 per year.

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

Recommendation/Actions: It is recommended that the City Council approve the contract with TranSystems Corporation for the WAMPO Travel Demand Model Support Services consulting services and authorize the necessary signatures to execute the contract as the fiscal agent for the WAMPO.

Attachment: Consultant contract

AGREEMENT FOR PROFESSIONAL SERVICES

Travel Demand Model Support Services Consultant Agreement

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between the Wichita Area Metropolitan Planning Organization, (hereinafter referred to as “the Client”), and TranSystems Corporation, (hereinafter referred to as “the Consultant”).

WHEREAS, the Client desires to contract for services to provide support in the development and completion of Travel Demand Model Support Services; and

WHEREAS, the Client has publicly solicited proposals for the same, and the Consultant has presented to the Client the best combination of services and price from among the vendors presenting proposals; and

WHEREAS, the Consultant has the knowledge, experience and expertise 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 Travel Demand Model Support Services.

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 Travel Demand Model Support Services 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 presentation, 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. Any lodging expenses must comply with the current KDOT travel requirements.

Unless acceptable by the Client, the maximum cost not-to-exceed dollar amount for the compensation for services and expenses detailed in Exhibit C, Task 1 through Task 8 is \$104,750.

The hourly rates and any material or other direct, reimbursable costs for any services requested under Task 9 will equal those listed on the Consultant Schedule of Rates and Expenses. The rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31, 2015. Consultant will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to Client in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under any particular Request for Services on January 1st of the next calendar year.

During the progress of work covered by this Agreement, payments will be made to the Consultant based on the invoices 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, the Consultant shall make payment to subconsultant under contract on this project within 15 days of receiving payment from WAMPO. Consultant must complete and submit Form 1010 on a quarterly basis to WAMPO to prove prompt payment to sub-consultant.

In addition, the Consultant agrees that;

- A.** The reimbursement for the professional services required by this Agreement will be based on the Consultant's actual costs, which can be less than the estimated amount. If additional work 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 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 City of Wichita, the Client and their 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. The Client agrees to indemnify and hold harmless the Consultant from and against any and all losses, liability, causes of action, costs, expenses, fines, penalties, charges or liabilities of whatever nature as may accrue against the Consultant as a result of the negligence of the Client in performing its obligations hereunder."

6. TERM/TERMINATION. . The term of this contract shall be from the date of this agreement through December 31, 2017 with options to renew the contract under the same terms and conditions for two (2) additional one (1) year periods by mutual agreement of both parties. This contract is subject to cancellation by WAMPO, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to Consultant. 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: Chris Upchurch
Senior Planner
WAMPO
455 North Main, 10th Floor
Wichita, Kansas 67202

For the Consultant: Slade Engstrom
TranSystems Corporation
245 N. Waco
Suite 222
Wichita, Kansas 67202

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 is financed in part with funding from the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA). All Services performed under this Agreement shall comply with all applicable federal, state and local laws, rules and regulations, including but not limited to the requirements of 49 CFR 18 and 48 CFR 31.2 (cost eligibility reimbursement). This Agreement shall further be governed by the laws of the State of Kansas. Venue shall lie in the Sedgwick County District Court.

15. CONTRACTUAL PROVISIONS ATTACHMENT. The terms and conditions of the Request for Proposal/Bid and the Contractor's response thereto, unless specifically modified herein, as well as all other exhibits, labeled Exhibit A through Exhibit E, to this Agreement are incorporated herein and are effective on all parties hereto.

Approved as to form:

By _____
Austin Parker
Parker, Parker, and Parker
WAMPO Contract Attorney

Date

By _____
Sharon Dickgrafe
Interim City Attorney, City of Wichita

Date

WICHITA AREA METROPOLITAN PLANNING ORGANIZATION:

Tim R. Norton
Transportation Policy Body Chairperson

Date

CITY OF WICHITA AS FISCAL AGENT:

Carl Brewer
City of Wichita Mayor

Date

ATTEST:

John Schlegel
WAMPO Secretary

Date

TranSystems Corporation

Brett A. Letkowski, PE
Senior Vice President

Date

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. 06-12)

CONTRACTUAL PROVISIONS ATTACHMENT

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

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

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

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

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

4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).

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

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

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

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.

8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

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

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

13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

EXHIBIT C

Scope of Services

1.0 Design, Implement, and Document a Model Request Process

The TranSystems team will develop a formal model request process that fosters good “customer service” while allowing WAMPO to track use of the travel demand model. The request process will create a system that tracks all aspects of travel demand model requests, including the data requested, the date and time each request is made, as well as when the process was completed. The request process will also enforce a liability release statement that is similar to the version that is now available on the WAMPO website.

The TranSystems Team approach will accommodate four different types of model data requests. The type of data available will depend on whether the requester has completed a model user agreement form, and whether the user has access to the TransCAD software platform.

The TranSystems team will implement a system that includes an email address (e.g., ModelRequest@wampo.org) and manual tracking of requests through a shared spreadsheet using a ready-made tool such as Google Docs or Sharepoint site.

2.0 Design and Implement a Model Update Process and Schedule

The TranSystems Team will develop a model maintenance and update schedule and strategy. Some anticipated components of the strategy listed below.

- Maintain an up to date **Existing plus Committed** model scenario. This scenario will include transportation projects contained in the MPO’s TIP and will reflect a near term forecast such as 2016 or 2018. This model scenario would typically be updated in coordination with the TIP.
- Update the model to reflect **MTP amendments** when the plan is changed to include a different set of projects in the fiscally constrained project list.
- Occasionally update the model to reflect **other major changes** in the planning environment. Examples include major shifts in expected land use growth patterns and approval or construction of large scale developments.
- Maintain a **list of small changes** that can be incorporated into updated model versions periodically. This list can be improved by requesting that model users inform the MPO of changes made to the model for specific studies or projects.
- Use of a model and data **versioning numbering system** to prevent confusion about past and present model versions.
- Update the travel demand model to utilize **TransCAD 7**, which is now in development, at some time prior to the next major model update.

3.0 Increase Model Awareness

The TranSystems Team will carry out several activities to increase the awareness of the model among users, decision-makers, and stakeholders. Specific activities are listed below.

- Invite members of the Model Validation Task Force from the model update to participate in a new Model User’s Group. At the discretion of the WAMPO, this group could be expanded to include other area consultants, or even members of the development community. This group will not need to meet frequently, but could meet two to four times a year to discuss ongoing uses of the travel demand model. WAMPO, consultants, and member agencies would be invited to present information about relevant project work.
- Presentations could be expanded to include local groups such as American Society of Civil Engineers (ASCE), Central Kansas Institute of Transportation Engineers (CKITE) and Wichita Society of Professional Engineers (WSPE), Wichita Area Builders Association (WABA) or area Chambers of Commerce. These types of presentations would provide other local technical and development based groups a working knowledge of the model and how it could be used.

- Maintain the travel demand model section of the WAMPO website and publish post processed travel demand model results online.
- Arrange for model experts to provide interesting presentations that would help WAMPO continue to expand analysis capabilities in the region.

4.0 Provide Model Output for WAMPO Reports

The TranSystems Team will run the model and produce output as requested by WAMPO, including results intended to help answer specific questions, to help identify regional travel patterns, or to support presentations to committees or the public.

5.0 Recommend Model Improvements

The TranSystems Team will develop an ongoing data collection and purchase strategy that will be necessary to keep the model up to date.

No changes to the model are anticipated since the model was recently updated. The recent update now allows the model to provide outputs needed for air quality conformity determination.

6.0 Attend WAMPO Meetings

At the request of the WAMPO Project Manager, the TranSystems team will attend WAMPO meetings and other meetings with regulators or stakeholders to support WAMPO staff with model-specific questions and issues. It is anticipated that attendance will be requested at between two and six meetings a year.

Time spent developing and presenting any model-related presentation at TPB, TAC, or other committee meets will be associated with relevant tasks above.

7.0 Participate in Project Manager Meetings

The TranSystems Team will schedule monthly coordination meetings with the WAMPO Project Manager. These meetings would generally be conducted for about 30 minutes, but could be extended, rescheduled, or cancelled to best accommodate current modeling activities and needs.

8.0 Support MOVE 2040 Planning Process

The TranSystems Team will edit the network and input data as needed, run the model, and provide output data (e.g., maps, Excel spreadsheets, GIS shapefiles, and text with analysis) to support the project selection and decision-making process for the MOVE 2040 long range transportation plan initiative. Provided services will include calculating future year travel demand based on the final fiscally constrained project listing.

9.0 Other Services (As Requested by WAMPO on an As-Needed Basis)

The TranSystems Team will provide any other travel demand model – related services that are not already accounted for in another task, as requested by WAMPO on an as-needed basis. When this instance occurs, an estimate of proposed hours by position required for performance of the work will be submitted to and negotiated with WAMPO staff. A work order with written approval of WAMPO staff shall be issued in order for the Consultant to proceed.

EXHIBIT D

Fee Schedule

Task	TranSystems					Cambridge Systematics					TransSystems Labor (Overhead and Fee Included)	Cambridge Systematics Labor (Overhead and Fee Included)	Direct Expenses	Sub-Total Task Cost	
	Brett Letkowski (Principal)	Slade Engstrom (Engineering Manager)	Wayne Mizek (Planner IV)	Mark Hanway (Technician V)	David Kurth (Principal)	Sean McAtee (Senior Associate I)	Aayush Thakur (Travel Modeler)	David Kall (Associate)	TransSystems Labor (Overhead and Fee Included)	Cambridge Systematics Labor (Overhead and Fee Included)					
1.0 Model Request Process (Base)	1	20	8	5	1	5	20								
2.0 Model Update Process/Schedule	1	70	20		1	16	34								
3.0 Model Awareness	1	30			1	20									
4.0 Model Output	1	50	20		1	15	25								
5.0 Model Improvements		6	2			10	8								
6.0 Meetings		20				20									
7.0 Project Manager Meetings		18				18									
8.0 MTP Model Application Support	1	40			1	10									
Overall Total	5	254	50	5	5	114	87	0	\$59,003	\$33,747	\$12,000	\$104,750			
									\$59,003	\$33,747	\$12,000	\$104,750			
									Total Project Cost						



**TranSystems Corporation
Schedule of Hourly Rates for 2015
Wichita Office**

Classification	Rate	Classification	Rate
Principal/ Engineer V	\$330	Structural Engineer II	\$125
Engineer IV	\$230	Industry Specialist III	\$140
Engineer Manager	\$165	Industry Specialist IV	\$220
Engineer III	\$165	Industry Specialist V	\$275
Engineer II	\$120	Inspector V	\$145
Engineer I	\$96	Inspector IV	\$110
Architect IV	\$190	Inspector III	\$90
Architect II	\$92	Inspector II	\$75
Planner IV	\$245	Inspector I	\$75
Scientist II	\$88	Marketing Mgr.	\$50
Technician V	\$150	Marketing Administrator II	\$140
Technician IV	\$100	Administrator Mgr.	\$225
Technician III	\$94	Administrator II	\$80
Technician II	\$78	Surveyor IV	\$109
Technician I	\$65	Surveyor III	\$90
Principal/ Structural Engineer V	\$280	Surveyor II	\$67
Structural Engineer Manager	\$170	Surveyor I	\$53
Structural Engineer IV	\$200	Two- Person Survey Crew	\$133
Structural Engineer III	\$170	Three- Person Survey Crew	\$187

- Sub-contracted labor, material testing equipment, printing and technical photography, and all other direct job costs to be paid at cost.
- Vehicle mileage to be paid at the current IRS rate per mile.
- The rates set forth on this initial Schedule of Rates shall be the rates provisions in effect from the date of this Agreement until December 31, 2014. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Kansas Department of Transportation

Certificate of Subconsultant Work and Payment

WAMPO
(MPO)

Travel Demand Model Support Services
(MPO Work Activity)

I certify that TranSystems Corporation received payment from the Wichita Area Metropolitan Planning Organization (WAMPO) on _____ for Invoice Number _____ and within 15
(date check received) (TranSystems Invoice)
 calendar days after this date, paid the subconsultants named below for the satisfactory work completed on or before the invoice "paid to date" in compliance with the Standard Specifications and Special Provisions in this contract.

Subconsultant	Amount Paid
	\$
	\$
	\$
	\$
	\$
	\$

(Date)

(Signature of Prime Consultant Representative)

(Title)

(Completed forms are to be included in the prime consultant invoice to the MPO and submitted by the MPO to the KDOT Metro Planning Unit in quarterly requests for reimbursement.)

EXHIBIT E

CONTRACTOR ASSURANCE

Special Attachment No. 1
Sheet 1 of 4

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)

CITY OF WICHITA
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Sale of City-owned Property East of 440 East Galena (District III)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the sale.

Background: In 2012, the City acquired 10.37 acres for the replacement of the bridge on Broadway over the Union Pacific rail corridor in the 3400 block south. The property was cleared and replatted by the City into the Behnke Addition with 1.44 acres retained for the bridge project. The plat has 3.01 acres of reserve for stormwater retention and two lots. Lot 1, containing 1.94 acres, was used as the site for a historic house that was displaced by the project. Lot 2 has 3.98 acres, is undeveloped and is zoned General Commercial.

Analysis: The City Council approved the property as surplus on September 9, 2014. Letters were sent to other owners in the area advising them that the property was available. The property was also listed on the Internet. An offer of \$21,505 was received from a neighboring property owner. The property will be incorporated into the adjacent ownership and will provide access to the adjacent property to replace access being closed by the railroad.

Financial Considerations: The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the City of any maintenance costs.

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

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

Attachments: Real estate purchase agreement and aerial.



Lot 2, Block 1, Behnke Addition



Identified Features

Property Parcels

Roads

- State Highway
- US Federal Highway
- Interstate
- KTA
- Arterial
- Collector
- Minor
- Ramp

Railroads

Quarter Section

Waterways

Streams

Airports

SDERASTER.S-
DEDATA.ORTH-
O1FT

SDERASTER.S-
DEDATA.ORTH-
O

City Limits

- Andale
- Bel Aire
- Bentley
- Cheney
- Clearwater
- Colwich
- Derby
- Eastborough
- Garden Plain
- Goddard
- Haysville
- Kechi
- Maize
- Mount Hope
- Mulvane

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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 SALE CONTRACT

THIS AGREEMENT, Made and entered into this ___ day of _____, 2014 by and between the City of Wichita, Kansas, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and Go Lake, L.L.C., party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

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

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

Lot 2, Block 1, Behnke Addition to Wichita, Sedgwick County, Kansas

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-One Thousand Five Hundred Five Dollars and No Cents (\$21,505) in the manner following to-wit: cash at closing.

3. The Seller, at his option, agrees to furnish to Buyer, a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to: easements and restrictions of record. The Title Evidence shall be sent to the Buyer 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 after said Title Evidence has been examined in which to correct any defects in title.

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 date of closing. Taxes and specials shall be pro-rated for calendar year on the basis of taxes levied, or for the prior year.

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 excepted.

7. 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 January 16, 2015.

8. Possession to be given to Buyer at closing.

9. In the event an Owner's title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy shall be paid 50% by Buyer and 50% by Seller.

10. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.

11. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:

- A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
- B. The presence or absence of any contamination by any hazardous substance;
- C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
- D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
- E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
- F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.

12. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:

- A. Adult Book and Video Stores
- B. Community Correctional Facilities
- C. Half-way Houses
- D. Drug or Alcohol Rehabilitation Facilities
- E. Multi-game, Casino-style Gambling Facilities
- F. Commercial Billboards

13. The covenants and agreements contained in Paragraphs 11 and 12 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.

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

BUYER
Go Lake, L.L.C.

SELLER
By Direction of the City Council

Robert Garlick, President

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Sharon Dickgrafe, Interim Director of Law

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
ACT 3 Terminal Building Allowance No. 2

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Wichita Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, declarations must be made that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Eisenhower Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, needs to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations or in the form of General Obligation bonds for long term financing.

Analysis: On January 13, 2015, the City Council, sitting as the Wichita Airport Authority, took action on a request to initiate a capital budget for the Allowance No. 2 work included in the ACT 3 Terminal Building. To correspond with that action, this Resolution reflects the estimated project cost to be financed through the issuance of general obligation debt.

Financial Considerations: The project budget approved was \$3,023,542, exclusive of interest on financing, administrative and financing costs which will be financed with general obligation bonds/notes. If the debt is issued, the source of repayment for the bonds/notes will be Airport revenues.

Legal Considerations: The Law Department has approved the authorizing Resolution as to form.

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

Attachments: Authorizing Resolution.

RESOLUTION NO. 15-028

RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE CITY OF WICHITA, KANSAS TO PAY THE COSTS OF IMPROVEMENTS TO THE WICHITA DWIGHT D. EISENHOWER NATIONAL AIRPORT FACILITY.

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

WHEREAS, the City Council (the “Governing Body”) of the City has heretofore, pursuant to K.S.A. 3-162, created the Wichita Airport Authority (the “Authority”); and

WHEREAS, the Governing Body is authorized, pursuant to K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City (collectively, the “Act”) to issue general obligation bonds of the City without an election for the purpose of purchasing land for airport purposes or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to said land used for airport purposes; and

WHEREAS, the Governing Body hereby finds and determines that it is necessary and advisable to make certain public improvements consisting of the Allowance No. 2 work included in the ACT 3 Terminal Building at the Wichita Dwight D. Eisenhower National Airport (the “Project”) and to provide for the payment of the costs thereof by the issuance of general obligation bonds of the City.

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

Section 1. Project Authorization. It is hereby authorized, ordered and directed that the Project be acquired at an estimated cost of \$3,023,542 in accordance with specifications prepared or approved by the Authority.

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

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

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ADOPTED by the City Council of the City of Wichita, Kansas, on January 27, 2015.

(SEAL)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Consent to Easements (Presbyterian Manors, Inc.) (Topeka, KS)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution consenting to the easements and authorize the necessary signatures.

Background: On July 23, 2013, the Wichita City Council approved the issuance of industrial revenue bonds in the amount of approximately \$85 million for Presbyterian Manors, Inc. (“PMI”) to issue Health Care Facilities Refunding and Improvement Revenue Bonds. Bond proceeds were used to refinance existing debt and finance new improvements at several of its facilities throughout the state. Through a series of interlocal agreements, the City of Wichita serves as a “host” bond issuer in order to facilitate consolidated financings of PMI facilities in Kansas.

PMI is now requesting the City of Wichita, as issuer of its Series IV A & B, 2013 Industrial Revenue Bonds, to consent to easements with Westar Energy relating to facilities located in Topeka, Kansas.

Analysis: PMI owns and operates 16 retirement facilities in Kansas and Missouri, which have an aggregate of 1,472 licensed adult care beds and 555 additional retirement units. PMI operates retirement communities and independent living centers, provides other long-term care services for older individuals and disabled persons, and offers accommodations and services especially designed to meet the physical, social, spiritual and psychological needs, and to contribute to the health, security, sense of well-being and usefulness of older individuals and disabled persons.

The 2013 Bond proceeds were used to refinance outstanding bonds (Series III, 2004 and Series III, 2007), fund new improvements and pay costs of issuance. While bonds are outstanding for a project, the City of Wichita takes fee title to the property financed with the bonds. Therefore the City of Wichita is titled as the “owner” of the Topeka facilities financed with the 2013 bond issue. Westar Energy has requested the consent of the City of Wichita. The easements allow Westar to access the property to install, operate and maintain conduit, cables, etc. for communication transmission and distribution lines.

Financial Considerations: There is no financial impact to the City. Presbyterian Manors will receive \$9,515 as compensation for granting the easements.

Legal Considerations: The Resolution, Grant of Right of Way and Breakdown of Proceeds have been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution consenting to the easements and authorize the necessary signatures.

Attachments: Resolution, Grant of Right of Way, Breakdown of Proceeds, Corporation Officer’s Certificate and Application for Approval of Easements

RESOLUTION NO. 15-029

A RESOLUTION CONSENTING TO CREATION OF TWO TEMPORARY CONSTRUCTION EASEMENTS AND A WATER LINE EASEMENT, WITH RESPECT TO CERTAIN REVENUE BOND PROPERTY FINANCED WITH PROCEEDS OF THE CITY'S HEALTH CARE FACILITIES REFUNDING REVENUE BONDS, SERIES IV-A, 2013 and IV-B, 2013 (PRESBYTERIAN MANORS, INC).

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Health Care Facilities Refunding Revenue Bonds, Series IV-A, 2013 dated July 30, 2013 in the amount of \$78,055,000 and Series IV-B, 2013, also dated July 20, 2013 in the amount of \$7,000,000 (the "Series 2013 Refunding Bonds") for the purpose of refinancing and refunding certain debt to finance improvements at several of its facilities throughout the state, including its facility located in the City of Topeka, Kansas (the "Topeka Facility") and has subsequently issued additional bonds, in connection with refinancing improvements and constructing additional improvements to such Topeka Facilities; and,

WHEREAS, the City holds title interest in the Topeka Facilities financed by the above-referenced bonds and has leased such facilities to Presbyterian Manors, Inc. under a certain Lease Agreement dated as of July 1, 2013 (the "Lease"); and,

WHEREAS, Presbyterian Manors, Inc., as Tenant under the Lease, desires to grant to Westar Energy, Inc. a certain grant of right of way, covering a portion of the Topeka Facilities, and further desires the City of Wichita to consent thereto as provided for under the terms of the Lease.

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

Section 1. The City hereby consents to the proposed temporary construction easements and the water line easement as described in the forms of the respective easement instruments furnished concurrently with the Tenant's written application for approval of such easements.

Section 2. The Mayor or Vice Mayor of the City is authorized and directed to execute, and City staff shall deliver, the easement forms for and on behalf of and as the act and deed of the City, in substantially the forms approved on this date with such corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary to carry out and comply with the intent of this Resolution. The City Clerk or Deputy City Clerk of the City is hereby authorized and directed to attest the easements and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary to carry out and comply with the provisions of this Resolution and the duties of the City under the Lease.

Section 4. This Resolution shall take effect immediately upon its adoption by the governing body.

ADOPTED by the governing body of the City of Wichita, Kansas, this 27th day of January, 2015.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Sharon Dickgrafe
Interim Director of Law and City Attorney

RESOLUTION NO.

A RESOLUTION CONSENTING TO CREATION OF TWO TEMPORARY CONSTRUCTION EASEMENTS AND A WATER LINE EASEMENT, WITH RESPECT TO CERTAIN REVENUE BOND PROPERTY FINANCED WITH PROCEEDS OF THE CITY'S HEALTH CARE FACILITIES REFUNDING REVENUE BONDS, SERIES IV-A, 2013 and IV-B, 2013 (PRESBYTERIAN MANORS, INC).

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Health Care Facilities Refunding Revenue Bonds, Series IV-A, 2013 dated July 30, 2013 in the amount of \$78,055,000 and Series IV-B, 2013, also dated July 30, 2013 in the amount of \$7,000,000 (the "Series 2013 Refunding Bonds") for the purpose of refinancing and refunding certain debt to finance new improvements at several of its facilities throughout the state, including its facility located in the City of Topeka, Kansas (the "Topeka Facility") and has subsequently issued additional bonds, in connection with refinancing improvements and constructing additional improvements to such Topeka Facilities; and,

WHEREAS, the City holds title interest in the Topeka Facilities financed by the above-referenced bonds and has leased such facilities to Presbyterian Manors, Inc. under a certain Lease Agreement dated as of July 1, 2013 (the "Lease"); and,

WHEREAS, Presbyterian Manors, Inc., as Tenant under the Lease, desires to grant to Westar Energy, Inc. a certain grant of right of way, covering a portion of the Topeka Facilities, and further desires the City of Wichita to consent thereto as provided for under the terms of the Lease.

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

Section 1. The City hereby consents to the proposed temporary construction easements and the water line easement as described in the forms of the respective easement instruments furnished concurrently with the Tenant's written application for approval of such easements.

Section 2. The Mayor or Vice Mayor of the City is authorized and directed to execute, and City staff shall deliver, the easement forms for and on behalf of and as the act and deed of the City, in substantially the forms approved on this date with such corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary to carry out and comply with the intent of this Resolution. The City Clerk or Deputy City Clerk of the City is hereby authorized and directed to attest the easements and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary to carry out and comply with the provisions of this Resolution and the duties of the City under the Lease.

Section 4. This Resolution shall take effect immediately upon its adoption by the governing body.

ADOPTED by the governing body of the City of Wichita, Kansas, this ____th day of _____, 2014.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:



Sharon Dickgrafe
Interim Director of Law and City Attorney

SW1/4, S27, T11S, R15E

GRANT OF RIGHT OF WAY

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the undersigned Grantor(s), hereinafter referred to as Grantor, does hereby grant, convey and warrant unto WESTAR ENERGY, INC., (Grantee), its successors, assigns, and lessees the right and easement to erect, install, alter, reconstruct, operate, and maintain under varying conditions of operation, renew, replace, relocate, and remove electric and communication transmission and distribution lines, the wood and steel poles and towers, anchors, guys, crossarms, insulators, conductors, underground conduit, ducts, cables, bulbs, fixtures, fixture supports and other equipment appurtenant thereto for the transmission and distribution of electric energy, communications and public trafficway illumination in, along, under, across, and over certain lands owned by Grantor situated in **Shawnee** County, State of **Kansas**, and described as follows:

A strip of land in the **Southwest** Quarter of Section **27** Township **11S**, Range **15E** of the 6th P.M., **Shawnee** County, Kansas, more particularly described as follows:

See Exhibit "A" attached hereto and made part of this instrument by reference;

together with the right of ingress to and egress from the above described land and contiguous land owned by Grantor for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing and repairing Grantee's improvements which shall be located upon the land specifically described above.

Grantee shall have the further rights to erect, maintain and use gates in all fences which cross or which shall hereafter cross the route of said lines together with the right to trim, remove, eradicate, cut and clear away any trees, limbs and brush on above described land now or at any future time. Grantee shall have the further right to trim and clear away any trees, limbs, and brush on lands adjacent to above described right of way whenever in its judgment such will interfere with or endanger the construction, operation or maintenance of said lines. Grantee shall at its election have the right to remove said trees, limbs, and brush by bulldozing. All logs, limbs

and brush shall be burned or removed by the Grantee unless otherwise agreed to by Grantor. In exercising its right of ingress and egress the Grantee shall, whenever practicable, use existing roads or lanes, and shall repair any damage caused by its use thereof.

The Grantor, his heirs or assigns, may cultivate, use and enjoy the land above described, provided such use shall not in the judgment of Grantee, interfere with or endanger the construction, operation or maintenance of said lines, and provided further that no improvements, buildings or structures shall be constructed or placed on the said right of way without the prior 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 erection, installation, reconstruction, operation, and maintenance under varying conditions of operation, renewal, and removal of said lines, said damages, if not mutually agreed upon, shall be ascertained by three disinterested persons, one of whom shall be selected by each, Grantor and Grantee, their heirs or successors, assigns or lessees, and the third by the two so selected. The damages determined by such persons, or a majority of them, shall be conclusive as to the facts.

This grant shall be binding upon the heirs, successors and assigns of the undersigned.

WITNESS the hand of the Grantor this 29th day of May, 2014.

PRESBYTERIAN MANORS, INC.



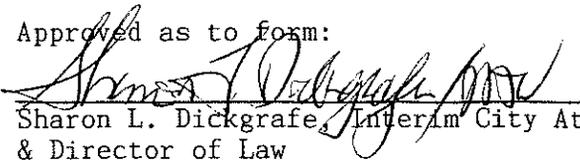
Bruce H. Shogren
President/CEO

CITY OF WICHITA, KANSAS

ATTEST:

Karen Sublett, City Clerk

Approved as to form:



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

ACKNOWLEDGMENT

STATE OF Kansas)
) SS:
COUNTY OF Sedgwick)

I, Sherry K. Hind, do hereby certify that Bruce H. Shogren, President/CEO of Presbyterian Manors, Inc.

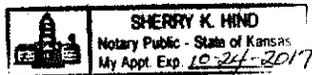
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me in person and acknowledged that he signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 29th day of May, 2014.

Handwritten signature of Sherry K. Hind, Notary Public

My appointment expires:

Oct. 24, 2017



ACKNOWLEDGMENT

STATE OF)
) SS:
COUNTY OF)

I, _____, do hereby certify that

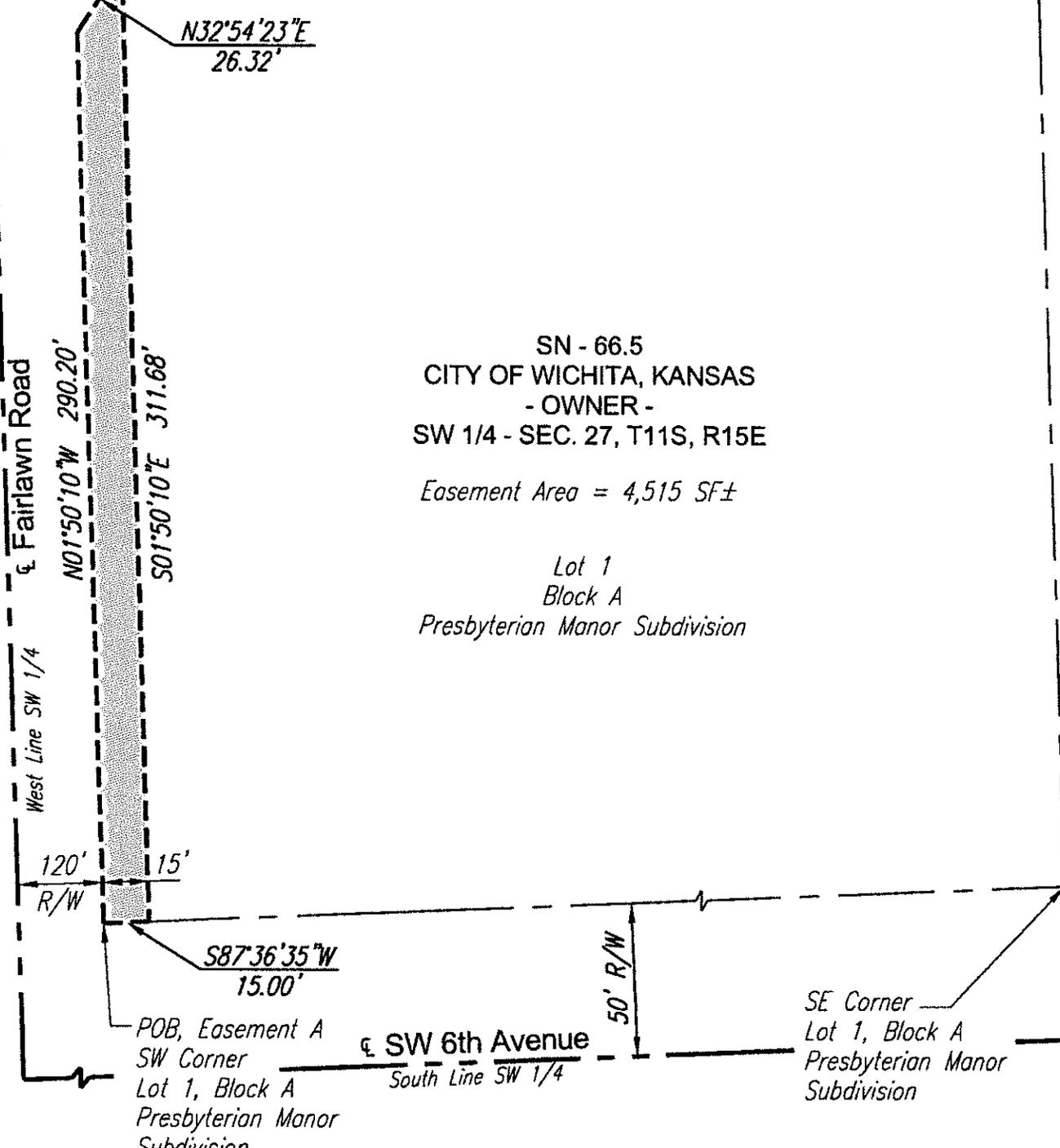
personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument, appeared before me in person and acknowledged that _____ signed and delivered the said instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this _____ day of _____, 20____.

My appointment expires:

Notary Public

Exhibit A
Sheet 1 of 2



SN - 66.5
CITY OF WICHITA, KANSAS
- OWNER -
SW 1/4 - SEC. 27, T11S, R15E

Easement Area = 4,515 SF±

Lot 1
Block A
Presbyterian Manor Subdivision

LEGEND

- POB = Point of Beginning
- POC = Point of Commencement
- = Section Line
- - - - = Property Line
- ▲ = Section Corner
- - - - = Easement Line
- = Adjacent Property Line
- ▭ = Easement Area



PEC
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
1263 SW TOPEKA BLVD. TOPEKA, KS 66612
785-233-8300 www.pec1.com

EDUCATION STATION - 17TH & FAIRLAWN 115KV TRANSMISSION LINE			
COUNTY	OWNER	TRACT. NO.	PROJ. NO. A66922
SHAWNEE	CITY OF WICHITA, KANSAS	66.5	DATE: MAR 31, 2014

Westar Energy

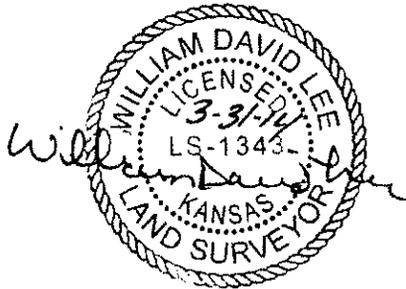
Exhibit A
Sheet 2 of 2

EASEMENT DESCRIPTION:

A tract of land in Southwest Quarter of Section 27, Township 11 South, Range 15 East of the Sixth Principal Meridian, and being a portion of Lot 1, Block A, Presbyterian Manor Subdivision, in the City of Topeka, Shawnee County, Kansas described as:

Beginning at the Southwest corner of said Lot 1; thence, along the West line of said lot on an assumed bearing of N01°50'10"W, 290.20 feet to the Northwest corner of said lot; thence, along the North line of said lot, N32°54'23"E, 26.32 feet; thence, S01°50'10"E, 311.68 feet to the South line of said lot; thence, along said South line, S87°36'35"W, 15.00 feet to the Point of Beginning.

The above described contains 4,515 square feet, more or less.



Prepared by: William David Lee, L.S. #1343
PEC Project No. 08662-041

 PEC PROFESSIONAL ENGINEERING CONSULTANTS, P.A. 1263 SW TOPEKA BLVD. TOPEKA, KS 66612 785-233-8300 www.pec1.com	EDUCATION STATION – 17TH & FAIRLAWN 115KV TRANSMISSION LINE			
	COUNTY	OWNER	TRACT. NO.	PROJ. NO. A66922
	SHAWNEE	CITY OF WICHITA, KANSAS	66.5	DATE: MAR 31, 2014

Breakdown of Proceeds:

Project # 11-056

Line # 115.106

Tract # SN-66.5

Total Payment Amount: \$ 9,515.00

The undersigned hereby authorizes and directs Westar Energy to disburse the payment

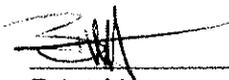
of \$9,515.00 to Presbyterian Manor Inc.;
(Payment Amount) (Name)

of _____ to _____;
(Payment Amount) (Name)

of _____ to _____;
(Payment Amount) (Name)

of _____ to _____;
(Payment Amount) (Name)

Signed by:



Print Name: Bruce H. Shogren, President/CEO
Date: 4/25/14
Presbyterian Manors, Inc.

Print Name: _____ Date

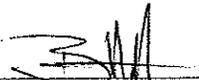
CORPORATION OFFICER'S CERTIFICATE
AND APPLICATION FOR APPROVAL OF EASEMENTS

We, the undersigned, Bruce H. Shogren and Sherry K. Hind hereby certify that we are the President and Secretary, respectively, of Presbyterian Manors, Inc., and further certify that Presbyterian Manors, Inc. (The "Corporation") is the tenant under a certain Lease Agreement dated as of July 1, 2013 (the "Lease"), by and between the City of Wichita, Kansas (the "Issuer") and the Corporation, and executed in connection with the issuance by the Issuer of Revenue Bonds, Series IV-A, 2013 and Series IV-B, 2013 (hereinafter collectively referred to as the "Bonds") a portion of the proceeds of which were used to refund and redeem certain debt and finance certain improvements to facilities in Topeka, Kansas (the "Topeka Facilities").

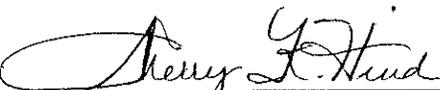
The Corporation has negotiated with Westar Energy, Inc., to grant it a right of way, covering a portion of the Topeka Facilities, which will impact the Topeka Facilities, and hereby makes written application to the Issuer for its approval of such instruments granting the right of way, which are attached hereto. In connection with this application and the need to maintain the security for the Bonds, the Corporation hereby further certifies as follows:

1. No event or default has occurred or is continuing which, with the passage of time or the giving of notice, would constitute an Event of Default under the Lease;
2. The right of way, when given effect, and the Issuer's consent thereto, will not be detrimental to the proper conduct of the business of the Corporation in any manner or degree; and
3. The right of way will not materially affect the marketability of title to the Topeka Facilities nor materially impair the use of such facility for the purposes for which they are held by the Corporation, and hence qualifies as a Permitted Encumbrance under Section 6.9 of the Lease.
4. The right of way, when given effect, and the Issuer's consent thereto, will not impair the effective use or interfere with the efficient and economical operation of the Topeka Facilities and will not materially adversely affect the security pledged to the payment of the Bonds.

IN WITNESS WHEREOF, on behalf of the Corporation, we have hereunto set our hands this 27th day of OCTOBER, 2014.



Bruce H. Shogren
President/CEO



Sherry K. Hind, Secretary

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

SUBJECT: Consent to Easement (KSDD Properties, LLC) (District II)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the Resolution consenting to the easement and authorize necessary signatures.

Background: On October 3, 2006, the Wichita City Council approved the issuance of Industrial Revenue Bonds (IRBs) in an amount of \$9,000,000, and a 90% five-plus-five-year property tax exemption on bond financed property to KSDD Properties, LLC (KSDD) for the benefit of Delta Dental Plan of Kansas, Inc. (Delta Dental) to finance the construction of a corporate headquarters facility located in the Waterfront Addition at 13th and Webb.

KSDD is now requesting the City of Wichita, as issuer of its Series II, 2006 IRBs, to consent to an easement with the City of Wichita, as the utility operator, relating to the Delta Dental facility.

Analysis: Delta Dental is a for-profit Kansas corporation founded in 1987 to provide computer software products and support services to dental insurance carriers. KSDD Properties, LLC is a wholly owned subsidiary of Delta Dental of Kansas, Inc. and is the owner and landlord for the Wichita headquarters of Delta Dental.

KSDD constructed and equipped a new, two-story 40,000 square foot corporate headquarters building to accommodate Delta Dentals. While bonds are outstanding for a project, the City of Wichita takes fee title to the property financed with the bonds. Therefore, the City of Wichita is titled as the “owner” of the Delta Dental headquarters facility financed with the 2006 bond issue. The City of Wichita, as the utility operator, is requesting the consent of the City of Wichita, as the title owner/issuer of bonds, for an easement to access the property to construct, operate and maintain utility and stormwater drainage systems.

Financial Considerations: There is no financial impact to the City.

Legal Considerations: The Resolution and the Drainage and Utility Easement have been approved as to form by the Law Department.

Recommendation/Actions: It is recommended that the City Council adopt the Resolution consenting to the easement and authorize necessary signatures.

Attachments: Resolution, Drainage and Utility Easement, Corporation Officer’s Certificate and Application for Approval of Easement

DRAINAGE AND UTILITY EASEMENT

THIS EASEMENT made this _____ day of _____, 2014, by, KSDD Properties, LLC, a Kansas limited liability company, and the City of Wichita, Kansas, of the first parties and the City of Wichita, Kansas, of the second party.

WITNESSED, That the said first parties, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the second party a perpetual right-of-way and easement, for the purpose of accessing, constructing, maintaining, and repairing utilities and stormwater systems, along and over the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

A tract of land lying in a portion of Lot 4, Block 1, The Waterfront Addition, an Addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

COMMENCING at the Southeast corner of said Lot 4, said point being on the west right of way of Waterfront Parkway, as shown on the final plat of said Waterfront Addition; thence on a curve to the left, having a radius of 550.00 feet, a central angle of 9°52'09", a platted chord bearing of N10°50'47"E and a chord distance of 94.62 feet; thence along the arc of said curve, a distance of 94.74 feet; thence N85°01'23"W, a distance of 25.00 feet to a point on a 25 foot platted utility easement; thence N85°01'23"W, a distance of 20.00 feet to the beginning of a non-tangent curve to the left, having a radius of 505.00 feet, a central angle of 2°42'33", a chord bearing of N4°38'26"E and a chord distance of 23.88 feet; thence along the arc of said curve, a distance of 23.88 feet; thence N87°16'55"W, a distance of 9.98 feet; thence N2°43'05"E, a distance of 10.00 feet; thence S87°16'55"E, a distance of 9.98 feet to the beginning of a non-tangent curve to the left, having a radius of 505.00 feet, a central angle of 19°31'26", a chord bearing of N7°36'38"W, a chord distance of 171.25 feet; thence along the arc of said curve, a distance of 172.08 feet; to the beginning of a non-tangent curve to the left, having a radius of 791.85 feet, a central angle of 11°45'46", a chord bearing of S68°00'35"W and a chord distance of 162.28 feet; thence along the arc of said curve, a distance of 162.56 feet to a point of reverse curvature of a curve to the right, having a radius of 184.52 feet, a central angle of 39°41'12", a chord bearing of S81°58'18"W and a chord distance of 125.27 feet; thence along the arc of said curve, a distance of 127.81 feet; thence N81°09'30"W, on a non-tangent course, a distance of 63.76 feet to the beginning of a non-tangent curve to the left, having a radius of 312.50 feet, a central angle of 31°39'32", a chord bearing of S83°05'54"W and a chord distance of 170.48 feet; thence along the arc of said curve, a distance of 172.67 feet; thence S67°16'08"W, a distance of 38.54 feet to a point on a westerly line of an Utility Easement recorded on DOC.#/FLM-PG: 28672284, said point being the POINT OF BEGINNING; thence S67°13'29"W, 74.25 feet to a point on a northerly line of a tract of land described as Tract D, recorded on



DOC.#/FLM-PG: 28640452; thence along said northerly line, N86°58'24"W, 20.89 feet to a point on a southerly line of an Drainage and Utility Easement recorded on DOC.#/FLM-PG: 28718333 on September 28th, 2005 at the Sedgwick County Register of Deeds; thence along said southerly line, N65°02'26"E, 93.14 feet to a point on said westerly line of said Utility Easement; thence along said westerly line, S22°43'52"E, 12.64 feet to the POINT OF BEGINNING.

Said Tract CONTAINS: 926 square feet or 0.02 acres of land, more or less.

And said second party is hereby granted the right to enter upon said premises at any time for the purposes of constructing, operating, maintaining, and repairing all of their utilities and stormwater systems.

IN WITNESS WHEREOF: The first parties has signed these presents the day and year first written.

KSDD PROPERTIES, LLC,
a Kansas limited liability company

_____, Managing Member
Michael J. Herbert

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this ____ day of _____, 2014, by Michael J. Herbert, Managing Member, KSDD Properties, LLC, a Kansas limited liability company.

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

_____, Notary Public
Notary Public:
My Term Expires:_____



CITY OF WICHITA

_____, Mayor
Carl Brewer

STATE OF KANSAS, SEDGWICK COUNTY} ss:

This instrument was acknowledged before me on this ____ day of _____, 2014, by Carl Brewer, Mayor, City of Wichita.

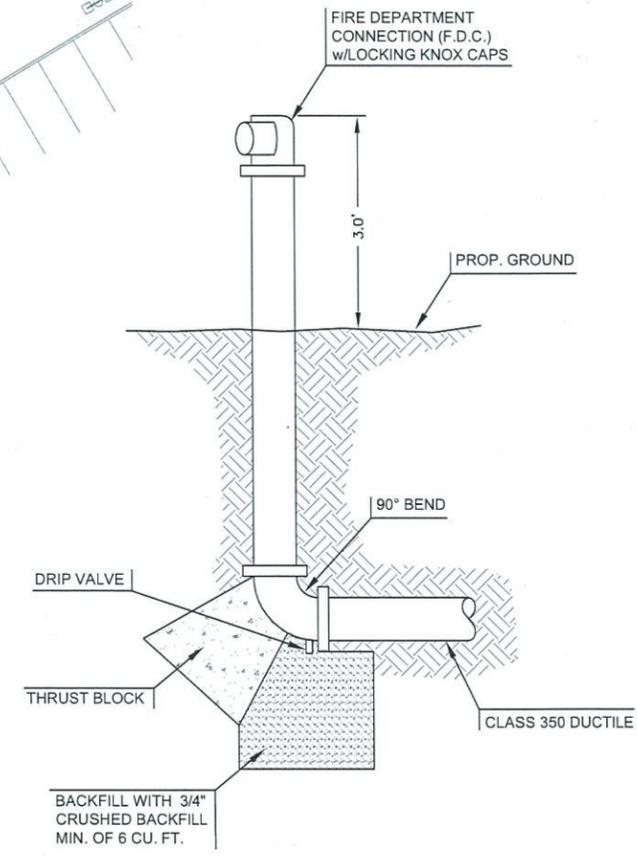
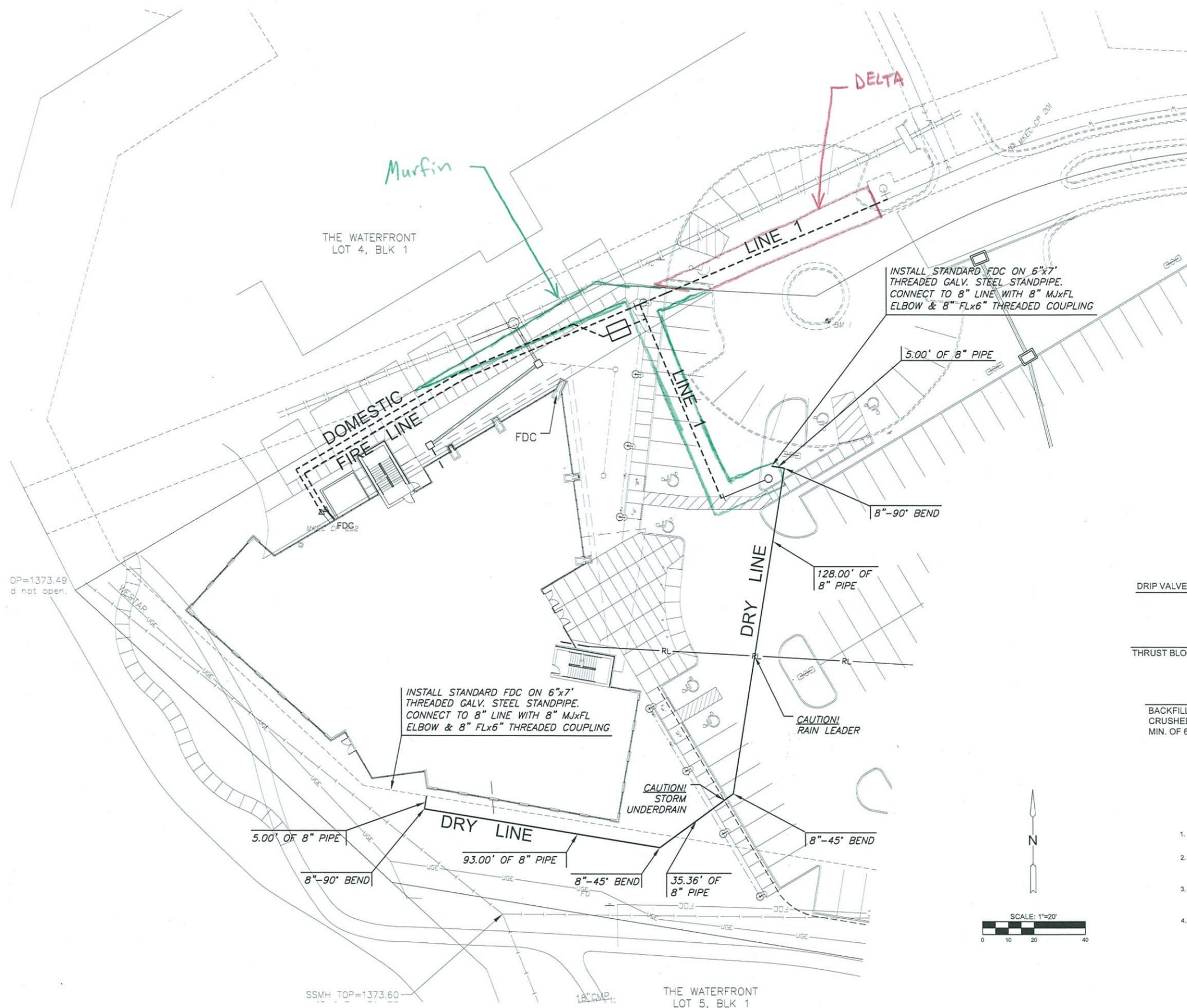
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

_____, Notary Public
Notary Public:
My Term Expires:_____



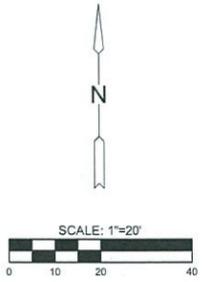


PRIVATE WATER DISTRIBUTION PLANS FOR
LAKESIDE AT THE WATERFRONT
MURFIN BUILDING



NOTES

- BOTH ENDS OF THE F.D.C. SHOULD BE CLEARLY LABELED WITH A SIGN STATING "FIRE DEPARTMENT HOOK-UP".
- F.D.C. SHALL BE TREATED THE SAME AS A PRESSURE WATER MAIN IN TERMS OF CONSTRUCTION. ALL TRENCHING, BACKFILL, & THRUST BLOCKING REQUIREMENTS STILL APPLY.
- REFER TO ARCHITECTURAL DRAWINGS FOR EXACT LOCATION OF SOUTHWEST F.D.C.. THIS F.D.C. WILL BE INCORPORATED INTO THE WALL OF THE FIRST FLOOR PATIO.
- ARCHITECT SHALL SPECIFY THE MATERIAL TO BE USED FOR THE ABOVE GROUND PORTION OF THE F.D.C..



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F.D.C. DRY LINE

PROJECT NO.	1867 PPW	
DATE	DEC. 2014	
SCALE	AS SHOWN	
DESIGNED	DRAWN	CHECKED
SLF	KKL	GJA

NO.	REVISION	DATE

SHEET NO.
6 OF 14

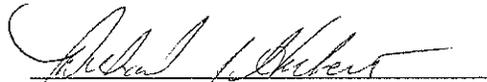
CORPORATION OFFICER'S CERTIFICATE
AND APPLICATION FOR APPROVAL OF EASEMENTS

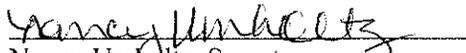
We, the undersigned, Michael J. Herbert and Nancy Umholtz hereby certify that we are the President and Secretary, respectively, of KSDD Properties, LLC, and further certify that KSDD Properties, LLC (The "Corporation") is the tenant under a certain Lease Agreement dated as of October 1, 2006 (the "Lease"), by and between the City of Wichita, Kansas (the "Issuer") and the Corporation, and executed in connection with the issuance by the Issuer of Revenue Bonds, Series II, 2006 (hereinafter collectively referred to as the "Bonds") the proceeds of which were used to acquire, construct and equip certain facilities in Wichita, Kansas (the "Wichita Facilities").

The Corporation has negotiated with the City of Wichita, Kansas, to grant it a drainage and utility easement, covering a portion of the Wichita Facilities, which will impact the Wichita Facilities, and hereby makes written application to the Issuer for its approval of such instruments granting the drainage and utility easement, which are attached hereto. In connection with this application and the need to maintain the security for the Bonds, the Corporation hereby further certifies as follows:

1. No event or default has occurred or is continuing which, with the passage of time or the giving of notice, would constitute an Event of Default under the Lease;
2. The drainage and utility easement, when given effect, and the Issuer's consent thereto, will not be detrimental to the proper conduct of the business of the Corporation in any manner or degree; and
3. The drainage and utility easement will not materially affect the marketability of title to the Wichita Facilities nor materially impair the use of such facility for the purposes for which they are held by the Corporation, and hence qualifies as a Permitted Encumbrance as defined in the Lease.
4. The drainage and utility easement, when given effect, and the Issuer's consent thereto, will not impair the effective use or interfere with the efficient and economical operation of the Wichita Facilities and will not materially adversely affect the security pledged to the payment of the Bonds.

IN WITNESS WHEREOF, on behalf of the Corporation, we have hereunto set our hands this 22 day of January, 2015.


Michael J. Herbert, Managing Member


Nancy Umholtz, Secretary

RESOLUTION NO. 15-030

A RESOLUTION CONSENTING TO CREATION OF A DRAINAGE AND UTILITY EASEMENT, WITH RESPECT TO CERTAIN REVENUE BOND PROPERTY FINANCED WITH PROCEEDS OF THE CITY'S INDUSTRIAL REVENUE BONDS, SERIES II, 2006 (KSDD PROPERTIES, LLC).

WHEREAS, the City of Wichita, Kansas (the "City") has previously issued its Industrial Revenue Bonds, Series II, 2006 in the amount of \$9,000,000, dated October 1, 2006 (the "Series 2006 Bonds") for the purpose of acquiring, constructing and equipping certain commercial facilities located in the City of Wichita, Kansas (the "Wichita Facility"); and,

WHEREAS, the City holds title interest in the Wichita Facilities financed by the above-referenced bonds and has leased such facilities to KSDD Properties, LLC under a certain Lease Agreement dated as of October 1, 2006 (the "Lease"); and,

WHEREAS, KSDD Properties, LLC, as Tenant under the Lease, desires to grant to the City of Wichita, Kansas a certain drainage and utility easement, covering a portion of the Wichita Facilities, and further desires the City of Wichita to consent thereto as provided for under the terms of the Lease.

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

Section 1. The City hereby consents to the proposed drainage and utility easement as described in the form of the easement instrument furnished concurrently with the Tenant's written application for approval of such easement.

Section 2. The Mayor or Vice Mayor of the City is authorized and directed to execute, and City staff shall deliver, the easement form for and on behalf of and as the act and deed of the City, in substantially the form approved on this date with such corrections or amendments thereto as the Mayor or Vice Mayor shall approve, which approval shall be evidenced by his execution thereof, and such other documents, certificates and instruments as may be necessary to carry out and comply with the intent of this Resolution. The City Clerk or Deputy City Clerk of the City is hereby authorized and directed to attest the easement and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 3. The City shall, and the officers, agents and employees of the City are hereby authorized and directed to, take such action and execute such other documents, certificates and instruments as may be necessary to carry out and comply with the provisions of this Resolution and the duties of the City under the Lease.

Section 4. This Resolution shall take effect immediately upon its adoption by the governing body.

ADOPTED by the governing body of the City of Wichita, Kansas, this 27th day of January, 2015.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Sharon Dickgrafe
Interim Director of Law and City Attorney

Second Reading Ordinances for January 27, 2015 (first read on January 13, 2015)

A. Sidewalk Repair Assessment Program.

ORDINANCE NO. 49-927

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.

B. Abatement of Dangerous and Unsafe Structures.

ORDINANCE NO. 49-928

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH *HAVE BEEN DECLARED A NUISANCE (BUILDING CONDEMNATION-DEMOLITION)* UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

ORDINANCE NO. 49-929

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE REMOVAL OF CERTAIN STRUCTURES, BEING DANGEROUS AND UNSAFE BUILDINGS WHICH HAVE BEEN DECLARED A NUISANCE (BUILDING EMERGENCY BOARD-UP) UNDER THE PROVISION OF SECTIONS 18.16.010 TO 18.16.090 OF THE CODE OF THE CITY OF WICHITA, KANSAS.

C. Nuisance Abatement Assessments, Lot Clean Up.

ORDINANCE NO. 49-930

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR THE COST OF ABATING CERTAIN PUBLIC HEALTH NUISANCES (LOT CLEAN UP) UNDER THE PROVISION OF SECTION 7.40.050 OF THE CODE OF THE CITY OF WICHITA, KANSAS. BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

D. A15-01 Request by Jack H Hester, Charlene M Hester and Vicki A Hester to Annex Land Generally Located on the East side of West Street. Approximately One Half Mile South of MacArthur Road.

ORDINANCE NO. 49-931

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS. (A15-01).

- E. **ZON2014-00026 –Zone Change from LC Limited Commercial to LI Limited Industrial Subject to Protective Overlay #292 on Property Located ¼ Mile South of Pawnee Avenue, East of Southeast Boulevard. (District III)**

ORDINANCE NO. 49-932

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.

- F. **2015 KLINK and Arterial Street Rehabilitation Program. (Districts IV and VI)**

ORDINANCE NO. 49-933

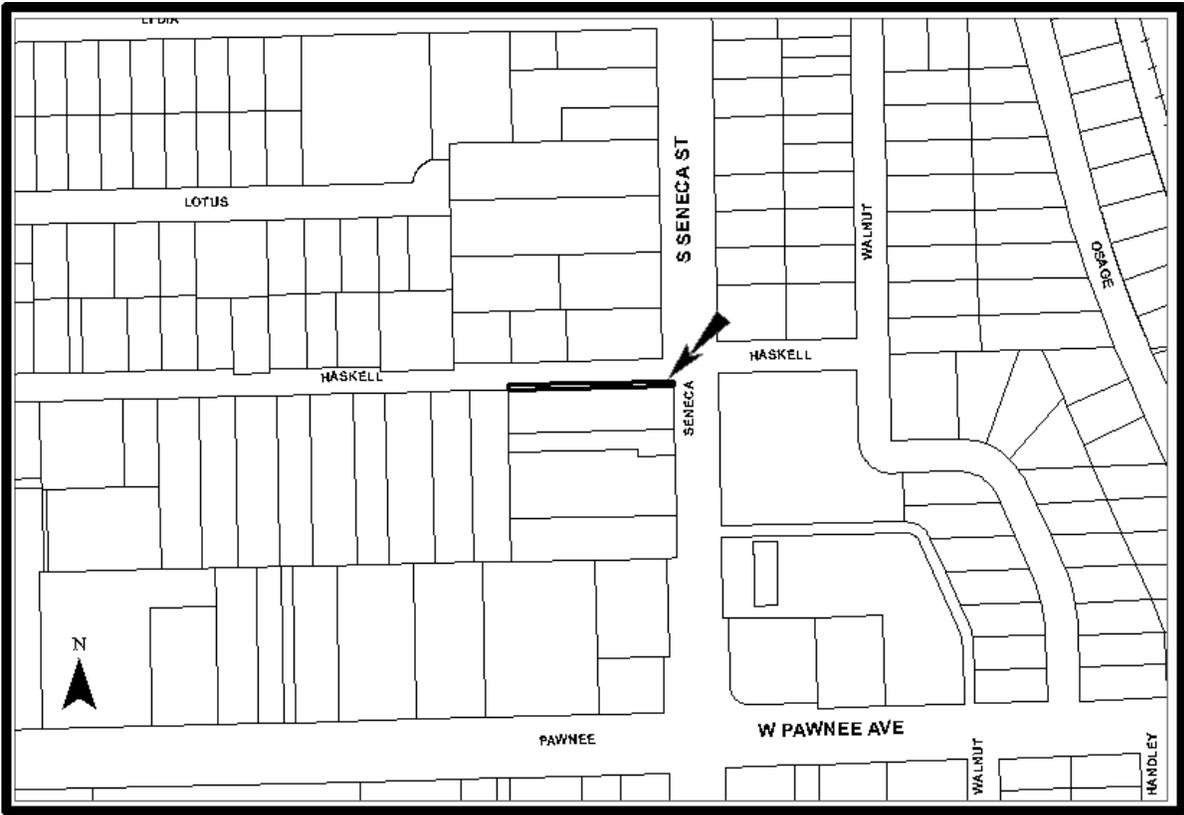
AN ORDINANCE AMENDING SECTION 3 OF ORDINANCE NO. 49-676 OF THE CITY OF WICHITA, KANSAS, AND REPEALING THE PRIOR VERSION OF SUCH SECTION

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council
SUBJECT: VAC2014-00032 - Request to Vacate Access Control Dedicated by Separate Instrument on Property Generally Located on the Southwest Corner of Haskell Avenue and Seneca Street (District IV)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (10-0).



Background: The applicant proposes to vacate that portion of access control dedicated by separate instrument to allow two existing drives onto Haskell Street to remain on the north side of the subject site; Lot 1, Tract B, Meyers Gardens Addition. Access control onto Haskell was established by a Commercial Lot Split, SUB2008-00071, which allowed one drive onto Haskell and two onto Seneca Street; Document number – Film/Page-29025168, recorded December 10, 2018. Haskell Avenue is a local residential street with 50 feet of right-of-way at this location. The subject site is a parking lot. One of the subject drives is located approximately 20 feet from the west end of the subject lot. The abutting west single-family residences are zoned SF-5 Single-Family Residential. The other, east, subject drive is located approximately 75 feet from the Haskell Avenue – Seneca Street intersection. The Meyers Gardens Addition was recorded with the Register of Deeds February 21, 1929. Commercial Lot Split SUB2008-00071 was approved October 9, 2008.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order and the declaration of cross lot access control by separate instrument. The original Vacation Order and the declaration of cross lot access control by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- Declaration of cross lot access control

DECLARATION

This Declaration is made as of this 5th day of December, 2014 by the undersigned.

WHEREAS, the undersigned is the owner of real property in Wichita, Sedgwick County, Kansas described as: Lot 1 along with; Lot 2, EXCEPT the south thirty feet and EXCEPT the north 12 feet of the south 42 feet of the west 232.74 feet and EXCEPT that part taken for street right-of-way, Meyers Garden, Sedgwick County, Kansas; and

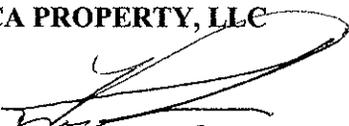
WHEREAS, the undersigned for a vacation request with the city, VAC2014-00032, to vacate access control along Haskell Street; and

WHEREAS, condition of approval of the vacation request was a deed restriction for vehicle traffic across the west 37.5 feet of the south line of the property afore-described property.

NOW, THEREFORE, the undersigned hereby declares and establishes for itself and employees, customers, invitees of the owners, and successors in interest, access control for vehicles across the west 37.5 feet of the south line of the property described herein. This Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said property. This declaration shall be deemed a covenant to run with the land and shall inure to the benefit of and be binding upon the owners of said property, their successors and assigns until such time as the property abutting on the west is rezoned for commercial use, upon which this declaration shall be null and void.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

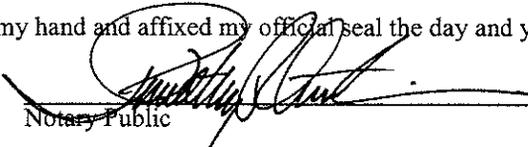
SENECA PROPERTY, LLC

By: 
Name: Bradley Saville
Title: MEMBER

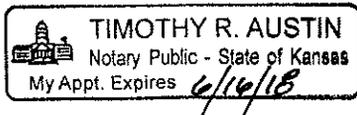
STATE OF KANSAS)
) SS
COUNTY OF SEDGWICK)

BE IT REMEMBERED, that on this 5 day of December, 2014, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Bradley Saville, Member, Seneca Property, LLC, personally known to me to be the same person who executed this instrument of writing and that 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.


Notary Public

My Commission Expires: June 16, 2018



**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF ACCESS)
CONTROL DEDICATED BY SEPARATE INSTRUMENT)**

**GENERALLY LOCATED ON THE SOUTHWEST)
CORNER OF HASKELL AVENUE AND SENECA STREET)**

VAC2014-00032

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 27th day of January, 2015, comes on for hearing the petition for vacation filed by Seneca Property, LLC, c/o Bradley Saville (owner), praying for the vacation of the following described access control dedicated by separate instrument, to-wit:

Vacation of the access control dedicated by separate instrument, as recorded with the Register of Deeds December 10, 2008, on FLM-PG:29025168, that allowed a total of one (1) opening across the north line of Lot 1, Meyers Gardens, (except that part of Lot 1 condemned for street in Condemnation Case No. A-72906) onto Haskell Avenue; the vacation will allow a total of two (2) openings onto Haskell Avenue, as approved by the City of Wichita Traffic Engineer, all in Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on October 16, 2014, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described access control dedicated by separate instrument and the public will suffer no loss or inconvenience thereby.

3. A declaration of cross lot access control by separate instrument will be recorded with this Vacation Order at the Sedgwick County Register of Deeds.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described access control dedicated by separate instrument should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 27th day of January 27, 2015, ordered that the above-described access control dedicated by separate instrument is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

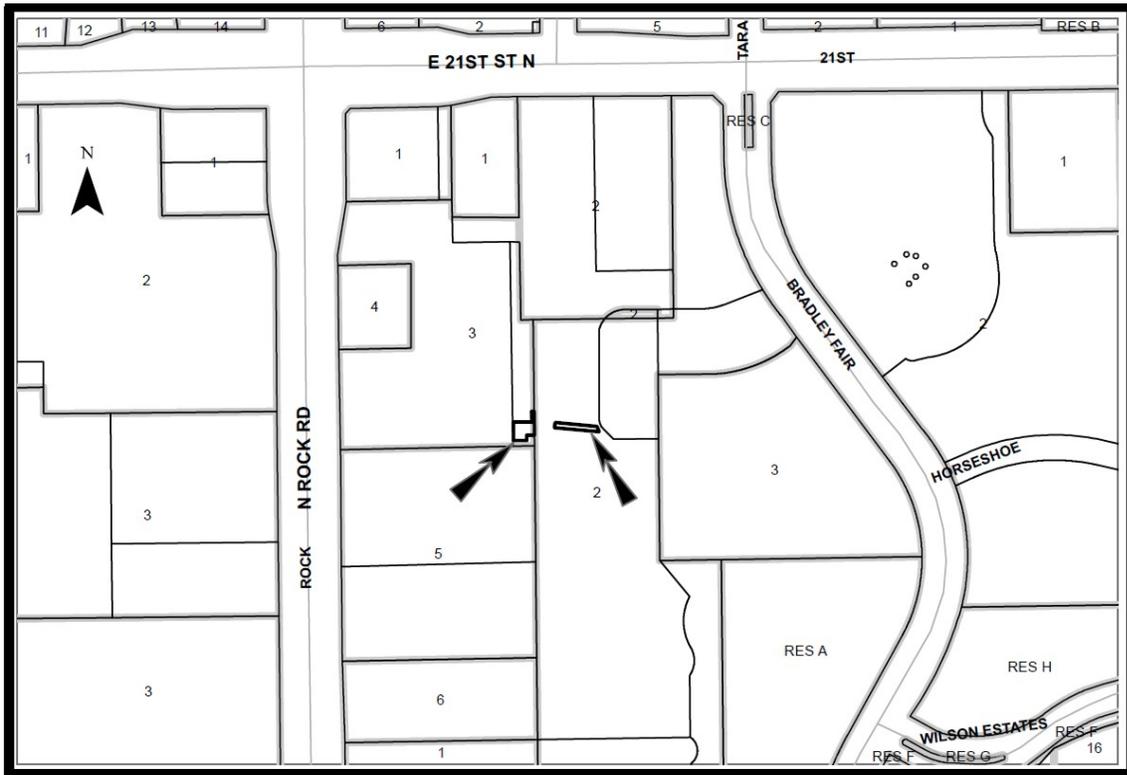
SUBJECT: VAC2014-00034 - Request to Vacate Portions of a Platted Utility Easement, a Platted Wall Easement, a Platted Setback, and Two Utility Easements Dedicated by Separate Instruments on Property Generally Located on the Southeast Corner of 21st Street North and Rock Road (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (10-0).



Background: The applicant is requesting the vacation of portions of a platted utility easement, a platted wall easement, a platted setback and two utility easements dedicated by separate instruments. The easements dedicated by separate instrument are a 5-foot utility easement (FILM-2617/PAGE-2352) and a utility easement (FILM-1684/PAGE-1394). All of the easements and setback are located on either Lots 2 or 5, all in Block 1, the Bradley Fair Addition and/or Lot 2, Block 1, the Bradley Fair 2nd Addition. The applicant's proposed development's structure(s) will encroach into these easements. There is water and sewer in these easements. The applicant has provided a Hold Harmless Agreement from Public Works and Fire to protect the water and sewer lines that they are proposing to lie underneath the new structure(s). The applicant has an approved Private Water Project PPW-1848 for the water line and fire hydrant and Private Sewer Project PPS-2212 for the sewer line. The applicant has provided a dedication of a water and sewer easement for the rerouted portion of the water and sewer lines. The applicant has resolved the issue of the Westar equipment in the area they are requesting to vacate. The Bradley Fair Addition was recorded with the Register of Deeds July 16, 1993 and the Bradley Fair 2nd Addition was recorded with the Register of Deeds June 10, 1996.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (10-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order, a Hold Harmless agreement and a dedication of a water and sewer easement by separate instrument. The original Vacation Order, the Hold Harmless agreement and the dedication of a water and sewer easement by separate instrument will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order
- A Hold Harmless agreement
- A dedication of a water and sewer easement by separate instrument

HOLD HARMLESS AGREEMENT

THIS HOLD HARMLESS AGREEMENT (the "Agreement") is made and entered into this ___ day of December, 2014, by and between **THE CITY OF WICHITA, KANSAS** (the "City") and **BF WICHITA, L.L.C.** (the "Owner").

WITNESSETH:

WHEREAS, the City has been granted a utility Easement on a portion of Lot 3, Block 1, Bradley Fair Addition, an addition to Wichita, Sedgwick County, Kansas, as shown on Exhibit A, attached hereto and incorporated herein by this reference (the "Easement");

WHEREAS, the Owner desires to occupy and construct improvements, including a permanent building, over the existing sanitary sewer line and a concrete patio over the water line, both of which are located within the Easement and all of which are depicted on Exhibit A, attached hereto and incorporated herein by this reference.

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

- (1) The City hereby agrees to permit the Owner to occupy and construct improvements on, over and across the Easement as shown generally on Exhibit B.
- (2) The Owner agrees that it will not begin construction of improvements, on, over and across the Easement without first obtaining the City's approval of any and all plans and specifications for such improvements, which approval shall not be unreasonably withheld.
- (3) In the event that the public sanitary sewer line or water line within the Easement require repair, maintenance or replacement, the City shall use its best efforts to carry out such repair, maintenance or replacement work by tunneling or boring under the encroachment to avoid damage to, or disruption of, the Owner's improvements constructed within the Easement and shall explore all other possible methods of accessing the line(s) for such repair, maintenance or replacement work, taking into account all circumstances, including the nature of the repair to be made, before disrupting the improvements constructed within the Easement.
- (4) In the event the repairs referenced in (3), above, are not emergency in nature, the City shall provide the Owner with detailed information regarding such repairs and shall give the Owner the right to contract directly with a City approved contractor to have such work completed by means of a

Private Project which will include Engineered plans prepared by a professional engineer licensed in the State of Kansas, signed and approved by the City of Wichita and which must be tested, inspected and certified by a professional engineer licensed in the State of Kansas and in accordance with the City of Wichita Standard Specifications and Special Provisions. The Owner shall notify the City of its decision on whether it intends to contract directly for such work within fifteen (15) days of receipt of the applicable information from the City. In the event the Owner does not elect to contract directly with the contractor for such work, or in the event of an emergency repair, the City shall use its best efforts to require that all contractors performing such work, including subcontractors, are licensed and bonded. To the extent the City incurs additional expense to access the utility lines in the manner set forth in (3), above, the Owner shall reimburse the City for such increased expense within thirty (30) days of receipt of a bill and copies of all applicable invoices for such work.

- (4) The Owner agrees to indemnify and hold harmless the City from any and all claims for personal injury and/or property damage resulting from the leaking, cave-in or failure of that portion of said lines within the Easement and which injury and/or damage is caused by the presence of the encroachment into the Easement. The Owner hereby releases the City from any and all claims that it might have for property damage caused by work performed by the City, or its employees, agents and contractors, in connection with the inspection, repair and/or maintenance of the lines within the Easement unless such damage is allowed within purview of the Kansas Tort Claims Act.
- (5) The utility construction granted by the Easement and this Agreement shall be conducted in the most expeditious manner reasonably possible to minimize the interference with the Owner's use of its property and all utility construction, maintenance and/or repair shall be diligently prosecuted to completion.
- (6) The provisions contained herein are to be construed as covenants running with the land and may be enforced against any titleholder of the property burdened by the Easement, so long as the structure contemplated by this Agreement is in existence.
- (7) This Agreement creates a non-exclusive interest in real property and is not a construction contract governed by K.S.A. 16-121 as amended.

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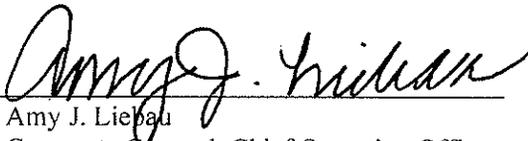
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their names the day and year first above written.

BF WICHITA, L.L.C.

By: BF Manager, L.L.C.
Its Sole Member

By: Laham Capital Group, L.L.C.
Its Sole Member

By: Laham Development Company, L.L.C.
Its Manager

By: 
Amy J. Liebman
Corporate Counsel, Chief Operating Officer

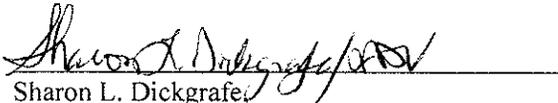
CITY OF WICHITA, KANSAS

ATTEST:

By: _____
Carl Brewer, Mayor

City Clerk

Approved as to Form:


Sharon L. Dickgraft
Interim City Attorney and Director of Law

REF: U012014-00034

ACKNOWLEDGEMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

This instrument was acknowledged before me this 30th day of December, 2014, by Amy J. Liebau, Corporate Counsel, Chief Operating Officer of Laham Development Company, L.L.C., which is Manager of Laham Capital Group, L.L.C., which is the sole member of BF Manager, L.L.C., which is the sole member of BF Wichita, L.L.C.



Deanne Sinnott
Notary Public

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

This instrument was acknowledged before me this _____ day of _____, 201___, by Carl Brewer, Mayor of the City of Wichita, Kansas.

Notary Public

REF: Ucd2014:00034

UNDERGROUND WATER LINE AND SANITARY SEWER EASEMENT

THIS EASEMENT made this 12th day of December, 2014, by, **BF WICHITA, L.L.C.**, of the first part and **The City of Wichita, Kansas** the, of the second part.

WITNESSED, That the said first part, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant and convey unto the second party a perpetual right-of-way and easement for the purposes of accessing, operating, constructing, maintaining, and repairing a water line and sanitary sewer lateral, along over and under the following described real estate situated in Wichita, Sedgwick County, Kansas, to wit:

The west 15.00 feet of a tract of the following described tract of land:

A tract of land lying in a portion of Lot 3, Block 1, Bradley Fair Addition, an addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the southeast corner of said Lot 3; thence along the east line of said Lot 3 on a platted bearing of N00°33'34"W, 20 feet to the Point of Beginning; thence S89°26'26"W, 15 feet; thence S0°33'34"E, 10 feet; thence S89°26'26"W, 25 feet; thence N0°33'34"W, 35 feet; thence N89°26'26"E, 35 feet; thence N0°33'34"W, 20 feet; thence N89°26'26"E, 5 feet; thence S0°33'34"E, 45 feet to the Point of Beginning.

All of the parties' right and obligations under this Easement shall be subject to the Hold Harmless Agreement recorded at DOC.#/FLM-PG: _____ and any exercise of the rights granted hereunder shall be in accordance with the terms and conditions of such Hold Harmless Agreement.

This easement prepared in association with vacation case VAC2014-00034, as per Vacation Order recorded on DOC.#Flm-PG: _____.



Exhibit A

Legal Description

The west 15.00 feet of a tract of the following described tract of land:

A tract of land lying in a portion of Lot 3, Block 1, Bradley Fair Addition, an addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows:

Commencing at the southeast corner of said Lot 3; thence along the east line of said Lot 3 on a platted bearing of N00°33'34"W, 20 feet to the Point of Beginning; thence S89°26'26"W, 15 feet; thence S0°33'34"E, 10 feet; thence S89°26'26"W, 25 feet; thence N0°33'34"W, 35 feet; thence N89°26'26"E, 35 feet; thence N0°33'34"W, 20 feet; thence N89°26'26"E, 5 feet; thence S0°33'34"E, 45 feet to the Point of Beginning.

**LOT 3, BLOCK 1
BRADLEY FAIR**

**LOT 2, BLOCK 1
BRADLEY FAIR 2ND**

**LOT 5, BLOCK 1
BRADLEY FAIR**

Water Line

VAC2014-00034

P.O.B.

Sanitary Sewer

P.O.C.

Vacated Easement
(V-2019)

PROP. LINE

20' UTIL. ESMT.

ACCESS ESMT.

UTIL. ESMT. (FLM 2617 PAGE 2352)

35' BLDG. STBK.
10' UTIL. ESMT.

5' WALL ESMT. &
UTIL. ESMT. (FLM 2617 PAGE 2352)

PROP. LINE

PROP. LINE

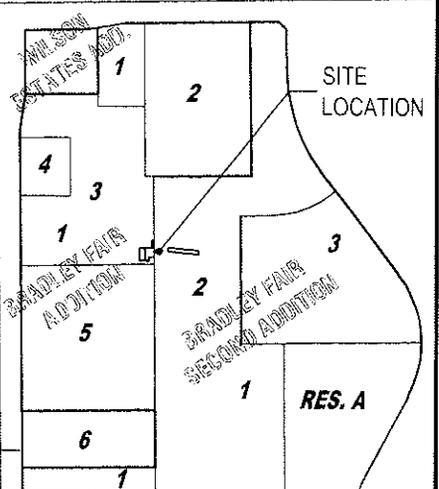
20' SANITARY SEWER ESMT.

35' UTIL. ESMT.
35' BLDG. STBK.

21ST ST. N.

ROCK RD.

SITE LOCATION



REF: 2014-00034



= Hold Harmless Area



= Underground Water Line & Sanitary Sewer Easement



= Vacated Easements & Setbacks
VAC2014-00034



= Vacated Easement
V-2019

Exhibit B

**LOT 3, BLOCK 1
BRADLEY FAIR**

**LOT 2, BLOCK 1
BRADLEY FAIR 2ND**

**LOT 5, BLOCK 1
BRADLEY FAIR**

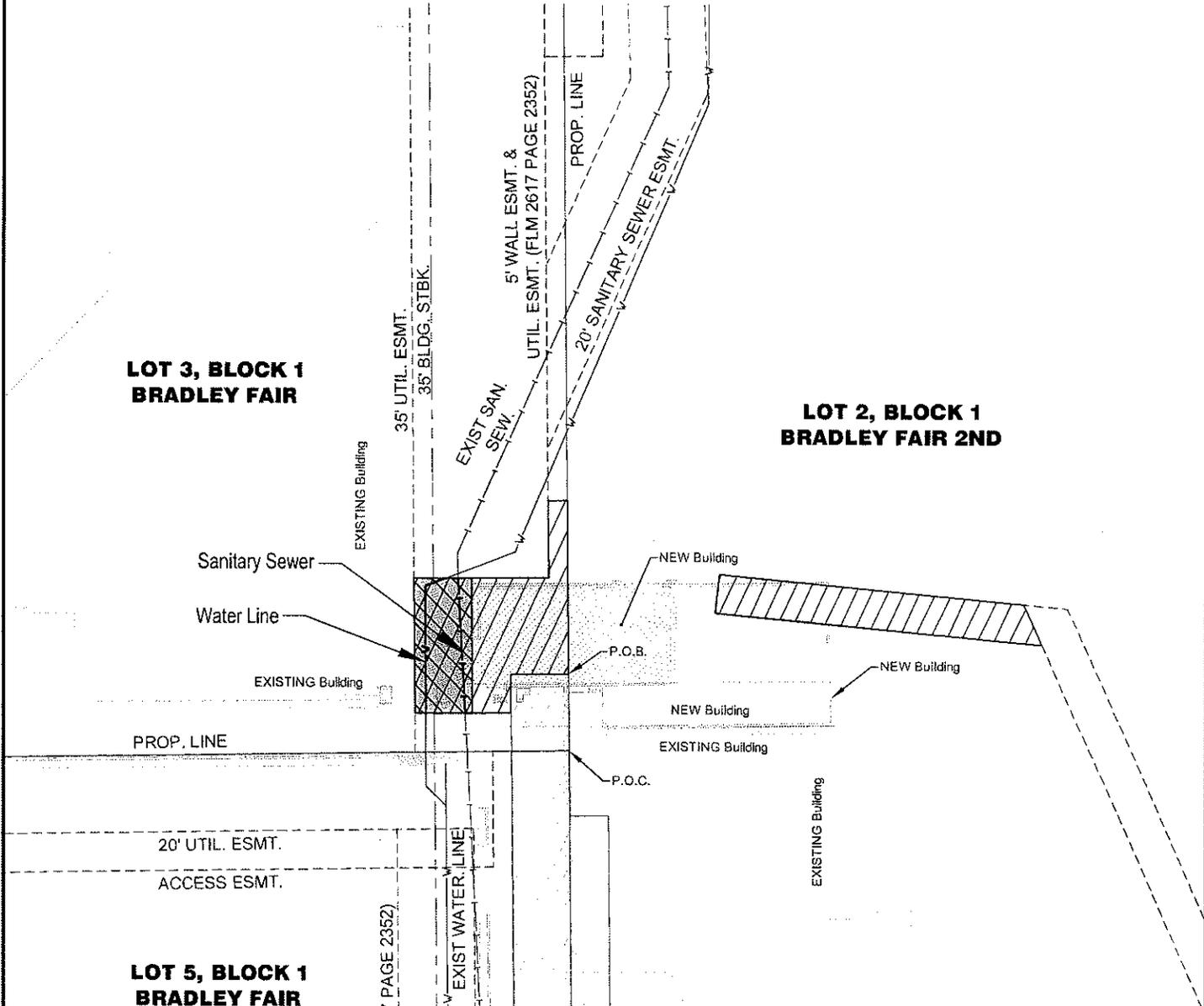
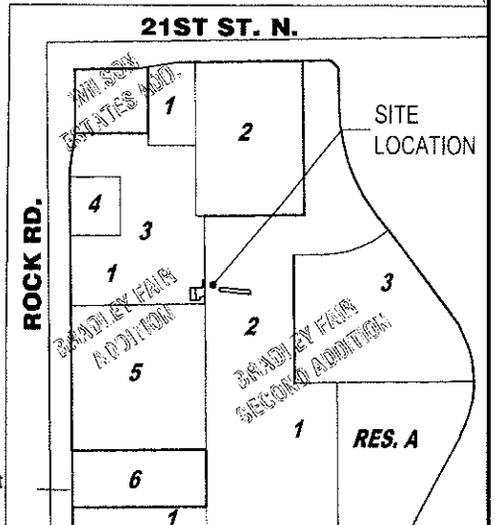
21ST ST. N.

ROCK RD.

SITE LOCATION

REF: 2014-00034

-  = Existing Waterline
 -  = Existing Sanitary Sewer
 -  = Hold Harmless Area
 -  = Underground Water Line Easement
 -  = Vacated Easements & Setbacks
 -  = Vacated Easement V-2019
- VAC2014-00034



**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTIONS)
OF PLATTED UTILITY EASEMENTS, A PLATTED)
WALL EASEMENT, A PLATTED SETBACK & UTILITY)
EASEMENTS DEDICATED BY SEPARATE INSTRUMENTS)**

**GENERALLY LOCATED ON THE SOUTHEAST)
CORNER OF 21ST STREET NORTH & ROCK ROAD)**

VAC2014-00034

MORE FULLY DESCRIBED BELOW

VACATION ORDER

NOW on this 27th day of January, 2015, comes on for hearing the petition for vacation filed by Bradley Fair One, LLC, c/o George Laham II (owner), praying for the vacation of the following described portions of a platted utility easement, a platted wall easement, a platted setback, and two utility easements dedicated by separate instruments, to-wit:

VACATION OF ALL EASEMENTS, INCLUDING BUT NOT LIMITED TO A PLATTED WALL EASEMENT, PLATTED UTILITY EASEMENTS, AND A PORTION OF AN EASEMENT RECORDED ON FILM 2617, PAGE 2352; TOGETHER WITH ALL PLATTED SETBACKS, ALL BEING WITHIN DESCRIBED AREA: A tract of land lying in Lot 3, Block 1, Bradley Fair Addition, an addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the southeast corner of said Lot 3; thence along the east line of said Lot 3 on a platted bearing of N0°33'34"W, 20 feet to the Point of Beginning; thence S89°26'26"W, 15 feet; thence S0°33'34"E, 10 feet; thence S89°26'26"W, 25

January 27, 2014
VAC2014-00034

Page 1

feet; thence N0°33'34"W, 35 feet; thence N89°26'26"E, 35 feet; thence N0°33'34"W, 20 feet; thence N89°26'26"E, 5 feet; thence S0°33'34"E, 45 feet to the Point of Beginning.

TOGETHER WITH;

VACATION OF A PORTION OF AN EASEMENT RECORDED ON FILM 1684, PAGE 1394:

A tract of land lying in Lot 2, Block 1, Bradley Fair 2nd Addition to Wichita, Sedgwick County, Kansas, being more particularly described as follows: Commencing at the northeast corner of Lot 1, Block 1, said Bradley Fair 2nd Addition; thence N0°33'40"W, 595.72 feet along the west line of said Lot 2; thence N89°26'20"E, 39.00 feet to the Point of Beginning, said point being the Point of Beginning of an 10 foot utility easement recorded on Film 1684, Page 1394; thence N5°30'21"E, 5.00 feet along the west line of said utility easement; thence S84°29'39"E, 79.23 feet along the north line of said utility easement; thence S24°06'40"E, 11.50 feet along the extended west line of said utility easement; thence N84°29'39"W, 84.91 feet along the south line of said utility easement; thence N5°30'21"E, 5.00 feet along the west line of said utility easement to the Point of Beginning.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on October 16, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described portions of a platted utility easement, a platted wall easement, a platted setback, and two utility easements dedicated by separate instruments, and the public will suffer no loss or inconvenience thereby.
3. A Hold Harmless Agreement will be recorded with the Vacation Order at the Sedgwick County Register of Deeds.
4. A dedication of a water and sewer easement by separate instrument will be recorded with the Vacation Order at the Sedgwick County Register of Deeds.
5. In justice to the petitioner(s), the prayer of the petition ought to be granted.
6. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
7. The vacation of the described portions of a platted utility easement, a platted wall easement, a platted setback, and two utility easements dedicated by separate instruments should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 27th day of January, 2015, ordered that the above-described portions of a platted utility easement, a platted wall easement, a platted setback, and two utility easements dedicated by separate instruments are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

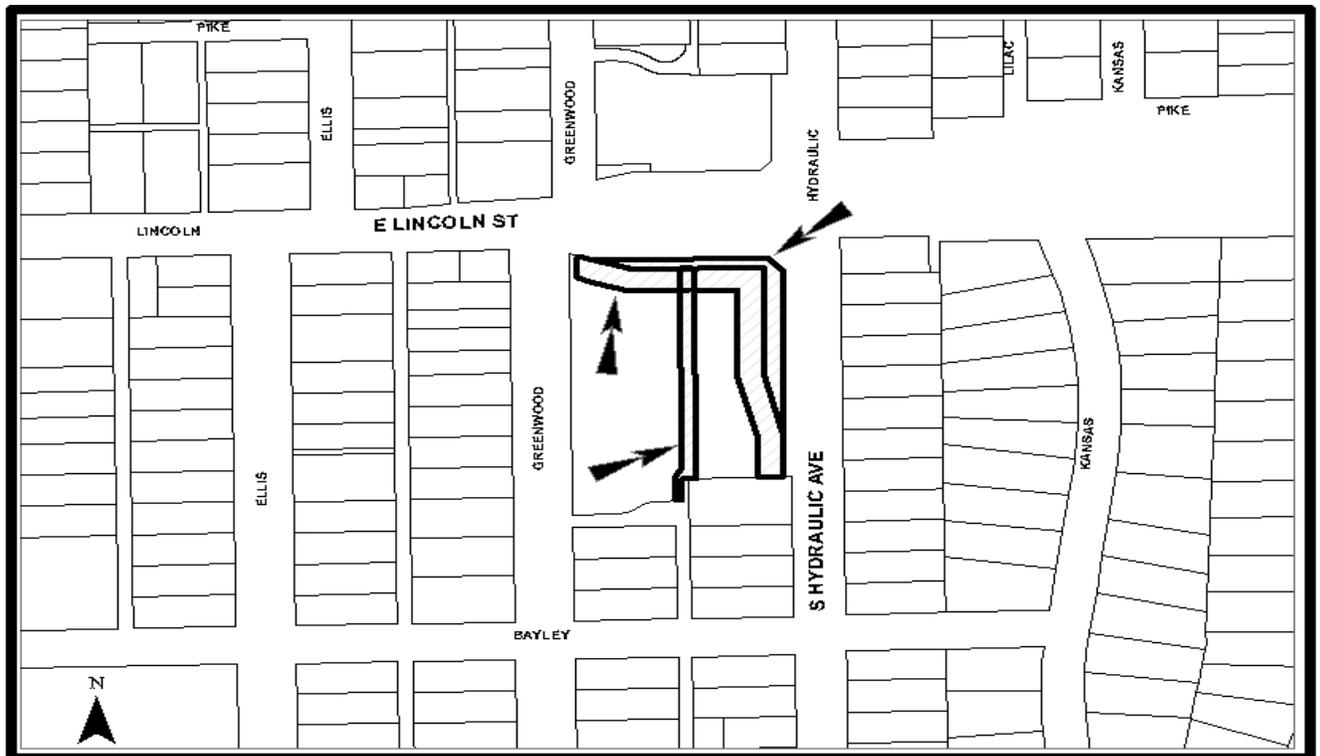
SUBJECT: VAC2014-00037 - Request to Vacate Portions of Platted Setbacks and Platted Street Right-of-Ways on Property Generally Located on the Southwest Corner of Lincoln Street and Hydraulic Avenue (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (8-0).



Background: The applicant proposes to vacate portions of the platted Lincoln Street right-of-way abutting the north side of the corner Lot 1 and the platted Hydraulic Avenue right-of-way abutting the east side of Lot 1, all in the Dillon 5th Addition. There are no public utilities located within the proposed vacated portions of street right-of-ways. The applicant is working with Westar in addressing their utilities.

The LC Limited Commercial zoned subject site is a corner lot. Per the Unified Zoning Code (UZC) a corner lot's shortest street frontage is its front yard. The subject site's Lincoln Street frontage is shorter than its Hydraulic Avenue frontage. The applicant proposes to vacate the platted 35-foot front yard setback running parallel to the north property line of the subject site, along Lincoln Street, and the platted 35-foot street side yard setback running parallel to the east property line of the subject site, along Hydraulic Avenue. The LC zoning district has a minimum front yard setback (Lincoln Street frontage) of 20 feet. If the setback was not platted the applicant could have requested an Administrative Adjustment to reduce the front setback by 20% resulting in a 16-foot setback. Any further reduction of the setback would require a variance, which is a separate public hearing process. The LC zoning district has a minimum street yard setback (Hydraulic Avenue frontage) of 10 feet. If the setback was not platted the applicant could have requested an Administrative Adjustment to reduce the front setback by 20% resulting in an 8-foot setback. Any further reduction of the setback would require a variance, which is a separate public hearing process. There are no utilities located within the platted setbacks.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF PORTIONS)
PLATTED FRONT YARD & STREET SIDE YARD)
SETBACKS & PLATTED STREET RIGHT-OF-WAYS)
)
)
)
**GENERALLY LOCATED ON THE SOUTHWEST)
CORNER OF LINCOLN STREET AND HYDRAULIC)
AVENUE)
)
)
MORE FULLY DESCRIBED BELOW)****

VAC2014-00037

VACATION ORDER

NOW on this 27th day of January, 2015, comes on for hearing the petition for vacation filed by QuikTrip West Incorporated, c/o Truitt Priddy (owner), praying for the vacation of the following described portions of platted setbacks and platted street right-of-ways, to-wit:

DESCRIPTION OF VACATION OF PLATTED BUILDING SETBACKS:
Vacate the platted 35 foot building setback line lying parallel with the north line of Lot 1, Dillon 5th Addition, Wichita, Sedgwick County, Kansas. The LC Limited Commercial zoned Lot 1, Dillon's 5th Addition's Lincoln Street front yard setback shall be 16 feet.

TOGETHER WITH,
The platted 35 foot building setback line lying parallel with the east line of Lot 1, Dillon 5th Addition, Wichita, Sedgwick County, Kansas. The LC Limited Commercial zoned Lot 1, Dillon's 5th Addition's Hydraulic Avenue street side yard setback shall be 8 feet.

&
DESCRIPTION OF VACATION OF DEDICATED STREET RIGHT-OF-WAYS:

A tract of land lying within the Southeast Quarter of Section 28, Township 27 South, Range 1 East, of the Sixth Principal Meridian, said tract of land being more particularly described as follows: BEGINNING at the northeast corner of Lot 1, Dillon 5th Addition, Wichita, Sedgwick County, Kansas, thence along the north line of said Lot 1 on a Kansas coordinate system of 1983 south zone bearing of S88°51'43"W, 175.86 feet; thence continuing along said north line, N75°52'44"W, 56.25 feet; thence parallel with and 60.00 feet south of the north line of said Southeast Quarter, N88°46'37"E, 234.66 feet to a point lying 70.00 feet west of the east line of said Southeast Quarter; thence S46°00'13"E, 28.18 feet to a point lying 80.00 feet south of the north line of said Southeast Quarter; thence parallel with and 50.00 feet west of the east line of said Southeast Quarter, S00°47'03"E, 270.87 feet; thence along an easterly line of said Lot 1, N14°32'18"W, 102.95 feet; thence continuing along the east line of said Lot 1, N00°46'13"W, 175.54 feet to the POINT OF BEGINNING. Said tract CONTAINS: 8,734 square feet or 0.201 acres of land, more or less.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on October 30, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described portions of platted setbacks and platted street right-of-way and the public will suffer no loss or inconvenience thereby.
3. The vacated street right-of-ways shall be bound and tied to of Lot 1, Dillon 5th Addition, Wichita, Sedgwick County, Kansas by Warranty Deed(s), recorded with the Sedgwick County Register of Deeds. Copies of the recorded Warranty Deed(s) shall be provided to the Wichita-Sedgwick County Metropolitan Area Planning Department.
4. The 20-foot Gas Service Company easement as shown on the plat is a private easement granted for the sole use to the Gas Service Company, which shall be released once the relocation and abandonment of the gas main and its facilities located in the easement is complete. This release will be completed via a Quit Claim Affidavit. Copies of the recorded Warranty Deed(s) shall be provided to the Wichita-Sedgwick County Metropolitan Area Planning Department.
5. In justice to the petitioner(s), the prayer of the petition ought to be granted.
6. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
7. The vacation of the described portions of platted setbacks and platted street right-

of-ways should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 27th day of January 27, 2015, ordered that the above-described portions of platted setbacks and platted street right- of-ways are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

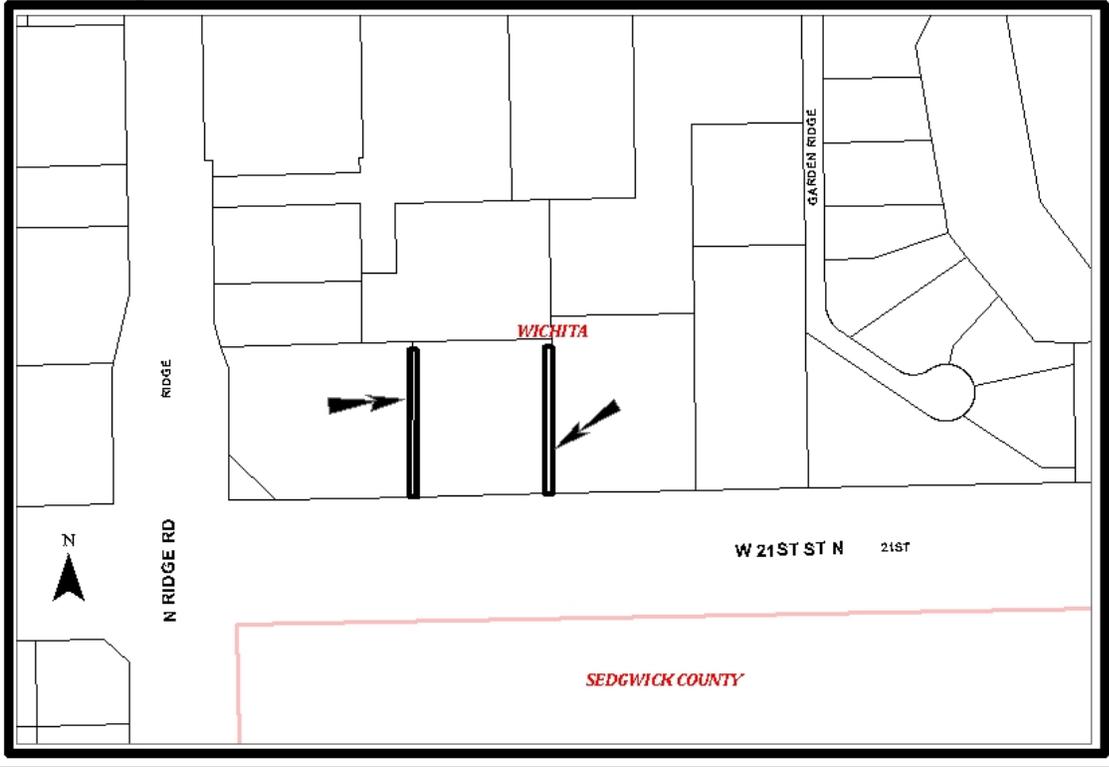
Sharon Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council
SUBJECT: VAC2014-00038 - Request to Vacate Two Platted Utility Easements, on Property Generally Located on the Northeast corner of 21st Street North and Ridge Road (District V)
INITIATED BY: Metropolitan Area Planning Department
AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (8-0).



Background: The applicant proposes to vacate the platted 10-foot utility easement running parallel to the common lot line of Lots 3 & 4 and the west 10 feet of the platted 20-foot utility easement running parallel to the of common lot line of Lots 4 & 5, all in the Lake Ridge Commercial 2nd Addition. There are sewer lines located in both of the subject easements. Public Works has approved the applicant's private sewer project PPS-2219. Westar has approved the relocation of its utilities located within the area of the vacation. The Lake Ridge Commercial 2nd Addition was recorded with the Register of Deeds April 6, 1994.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (8-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF PORTIONS)
OF PLATTED UTILITY EASEMENTS)**

**GENERALLY LOCATED ON THE NORTHEAST)
CORNER OF 21ST STREET NORTH AND RIDGE ROAD)**

VAC2014-00038

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 27th day of January, 2015, comes on for hearing the petition for vacation filed by the Humphreys Fund, LLC, c/o Kirk Humphreys and Prairie State Bank, c/o Patrick Belt (owners), praying for the vacation of the following described portions of platted utility easements,
to-wit:

The platted 10 foot utility easement being centered on the common line of Lots 3 and 4, Lake Ridge Commercial 2nd Addition, EXCEPT the north 10 feet thereof, Wichita, Sedgwick County, Kansas.

TOGETHER WITH

The west half (10 feet) of the platted 20 foot utility easement being centered on the west most common line of Lots 4 and 5, Lake Ridge Commercial 2nd Addition, Wichita, Sedgwick County, Kansas, EXCEPT the north 10 feet thereof, Wichita, Sedgwick County, Kansas.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on October 30, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described portions of the platted utility easements and the public will suffer no loss or inconvenience thereby.
3. In justice to the petitioner(s), the prayer of the petition ought to be granted.
4. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.
5. The vacation of the described portions of the platted utility easements should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 27th day of January 27, 2015, ordered that the above-described portions of the platted utility easements are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon Dickgrafe, Interim City Attorney

January 27, 2015
VAC2014-00038

Page 2 of 2

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

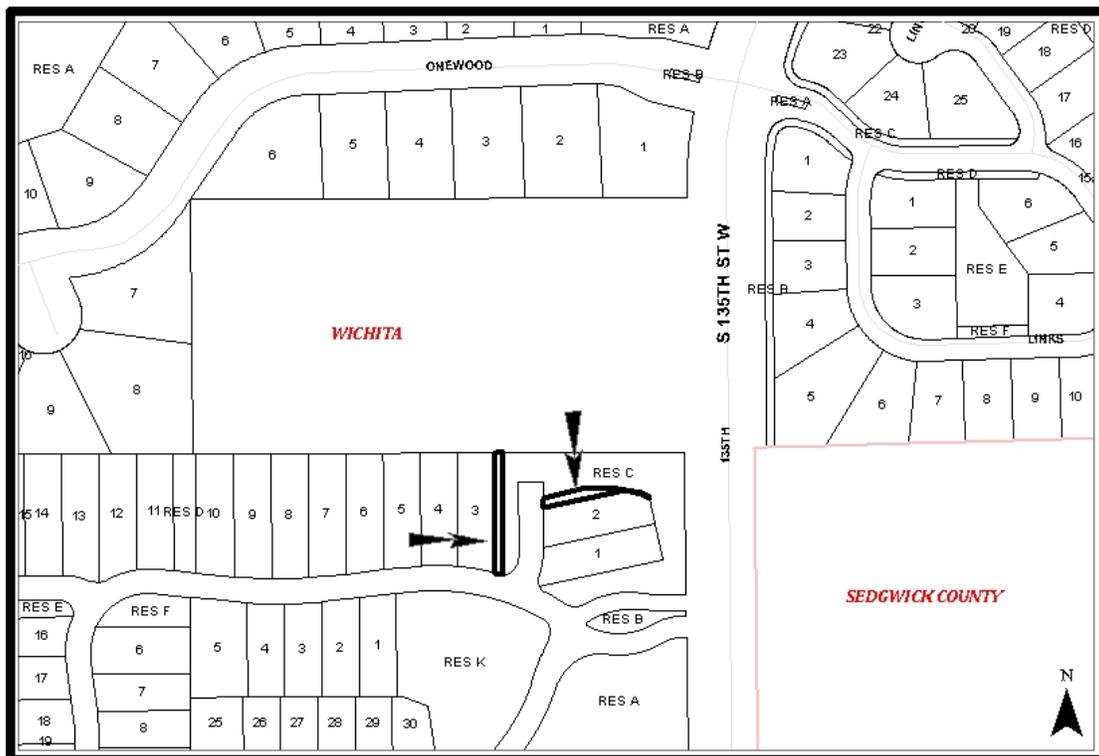
SUBJECT: VAC2014-00042 - Request to Vacate Portions of a Platted Reserve and Vacate the Plator's Text on Property Generally Located South of Maple Street, on the West Side of 135th Street West, North of Verona Street, on the East and West Sides Verona Court (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



Background: The applicant is requesting that the portions of the platted Reserve C located along the north side of Lot 2, and the east side of Lot 3, all in Block 1, Courtyards at Auburn Hills Addition be vacated and attached to the abutting lots. The plattor's text states that Reserve C is to be used for emergency access, residential parking and a privacy walls. A sewer line and a platted 20-foot sanitary sewer easement runs north-south through this portion of Reserve C. The vacation request would not vacate the platted sanitary sewer easement and would not impact this sewer line. There are no other utilities located in this portion of Reserve C. A platted 20-foot wide emergency access easement that runs parallel to the north side of this portion of Reserve C would not be vacated by this request. The applicant is also requesting that a portion of Reserve C located between a 20-foot {x} 80-foot platted parking easement and the east side of Lot 3, Block 1, Courtyards at Auburn Hills Addition be vacated. There are no utilities located in this portion of the subject reserve. The Courtyards at Auburn Hills Addition was recorded December 6, 2013.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTIONS)
OF A PLATTED RESERVE AND VACATE THE)
PLATTOR'S TEXT TO AMEND THE USES ALLOWED)
IN THE DESCRIBED RESERVE)**

**GENERALLY LOCATED SOUTH OF MAPLE STREET,)
WEST OF 135TH STREET WEST, NORTH OF VERONA)
STREET, ON THE EAST AND WEST SIDES OF VERONA)
COURT)**

VAC2014-00042

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 27th day of January, 2015, comes on for hearing the petition for vacation filed by Perfection Signature Properties, LLC, c/o Jason Ronk (owner), praying for the vacation of the following described portions of a platted reserve and to vacate the plattor's text to amend the uses allowed in the described portions of the platted reserve, to-wit:

A portion of Reserve C, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said portion being described as follows: BEGINNING at the northwest corner of Lot 2, Block 1, said addition; thence along the east right-of-way line of Verona Court, being coincident with a westerly line of said Reserve C, on a platted bearing of N00°16'26"W, 10.74 feet to the south line of a platted 20 foot Emergency Access Easement being a point on a curve to the right; said curve having a radius of 98.17 feet, a delta angle of 30°02'31", a chord distance of 50.88 feet, bearing of N74°42'19"E; thence along said south line of the platted 20 foot

Emergency Access Easement and along said curve to the right 51.47 feet; thence continuing along said south line for the next three courses N89°43'34"E, 45.90 feet to a point on a curve to the right; said curve having a radius of 80.00 feet, a delta angle of 23°12'58", a chord of 32.20 feet, bearing S78°39'56"E; thence along said curve to the right 32.42 feet; thence S67°03'27"E, 10.82 feet; thence on an extended east line of said Lot 2, S11°50'15"E, 1.83 feet to the northeast most corner of said Lot 2; thence along the north line of said Lot 2 for the remaining courses, N67°03'27"W, 11.86 feet to a point on a curve to the left; said curve having a radius of 78.50 feet, a delta angle of 15°15'42", a chord distance of 20.85 feet, bearing of N74°41'18"W, thence along said curve to the left 20.91 feet; thence S78°09'45"W, 108.10 feet to the POINT OF BEGINNING. CONTAINING: 1,223 square feet or 0.028 acre of land more or less.

AND ALSO,

A portion of Reserve C, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said portion being described as follows: BEGINNING at the southeast corner of Lot 3, Block 1, said addition; thence along the east line of said Lot 3, being coincident with the west line of said Reserve C, on a platted bearing of N00°16'26"W, 155.25 feet to the northeast corner of said Lot 3, coincident with the northwest corner of said Reserve C; thence along the north line of said Reserve C, S89°43'34"W, 10.00 feet; thence parallel with and 10.00 feet east of the west line of said Lot 3, S00°16'26"E, 157.33 feet to the south line for said Reserve C, being a point on a curve to the right; said curve having a radius of 18.00 feet, a delta angle of 15°26'51", a chord of 4.83 feet, bearing N82°22'46"W; thence along the arc of said curve to the right and along said south line of Reserve C, 4.85 feet to a point on a curve to the left; said curve to the left having a radius of 316.00 feet; a delta angle of 00°58'41", a chord of 5.39 feet, bearing N75°08'41"W; thence along said south line of Reserve C and along said curve to the left, 5.39 feet to the POINT OF BEGINNING. CONTAINING: 1,565 square feet or 0.036 acre of land more or less.

AND

Vacate the platlor's text to allow the uses permitted by right in the SF-5 Single-Family Residential ("SF-5") zoning district, while retaining the original uses of emergency access, residential parking, and privacy walls, per the platlor's text for Reserve C, Courtyards at Auburn Hills Addition.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 27, 2014, which was at least 20 days prior to the public hearing.
2. No private rights will be injured or endangered by the vacation of the above-described portions of the platted reserve and the vacation of the platlor's text to amend the uses allowed in the described portions of the platted reserve and the public will suffer no loss or inconvenience thereby.
3. Warranty Deeds binding and tying the vacated portion of Reserve C to Lots 2 &

3, Block 1, Courtyards at Auburn Hills Addition, will be recorded with the Sedgwick County Register of Deeds. Copies of the recorded Warranty Deeds will be provided to the Wichita-Sedgwick County Metropolitan Area Planning Department.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portions of the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 27th day of January, 2015, ordered that the above-described portions of the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve is hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

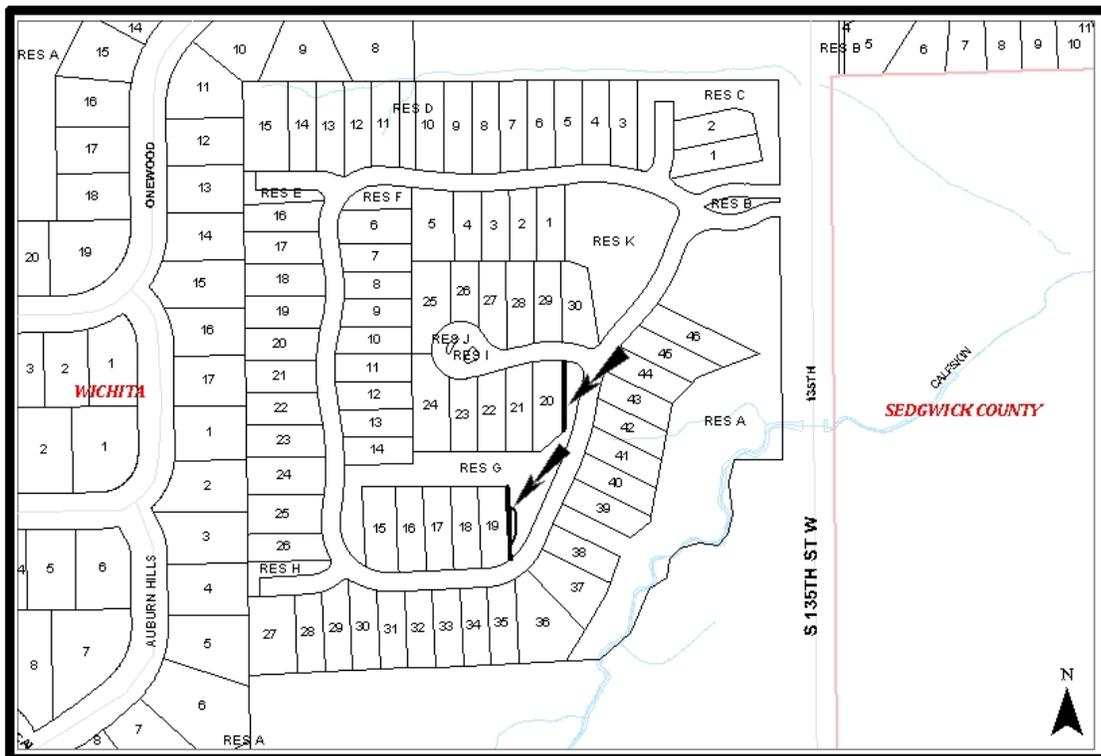
SUBJECT: VAC2014-00043 - Request to Vacate a Portion of a Platted Reserve and Vacate the Plator's Text on Property Generally Located South of Maple Street, on the West Side of 135th Street West, North of Montecito Lane, on the West Side of Siena Lane (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



Background: The applicant is requesting portions of the platted Reserve G located along the east sides of Lots 19 & 20, Block 2, Courtyards at Auburn Hills Addition be vacated and attached to the abutting lots. The plat's text states that Reserve G is to be used for residential parking, private parks and recreation, swimming pool, neighborhood clubhouse, neighborhood amenities, private playground, ponds and fountains. A sewer line and a platted easement runs west-east through the portion of Reserve G that abuts the east side of Lot 20; the vacation request would not impact this sewer line or easement. There are no other utilities located in the described portions of Reserve G. The applicant is also requesting that the 10-foot platted utility easement located in that portion of Reserve G that runs parallel to the east side of Lot 19 be vacated. There are public utilities located in this portion of the subject utility easement. The Courtyards at Auburn Hills Addition was recorded December 6, 2013.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

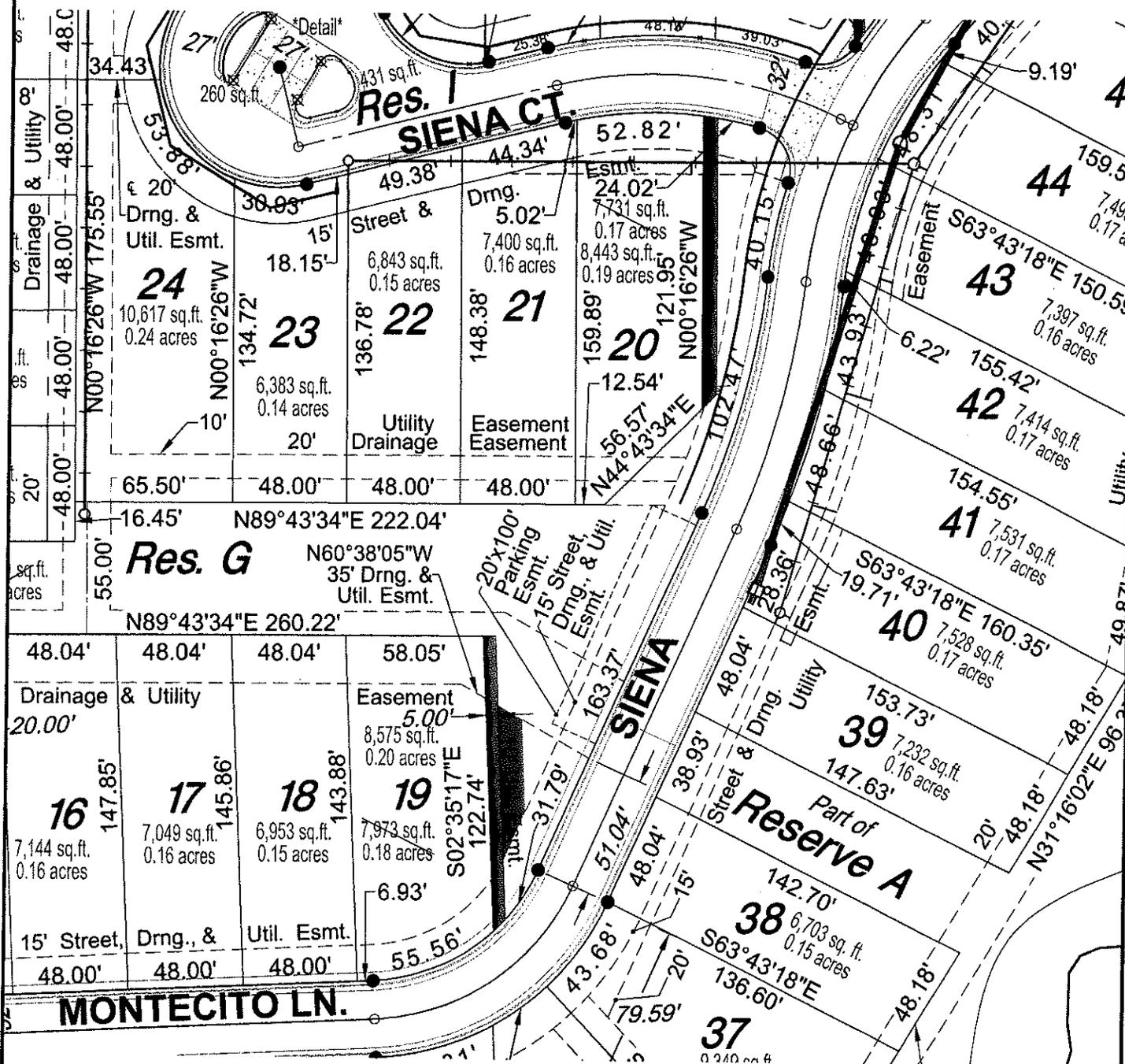
Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

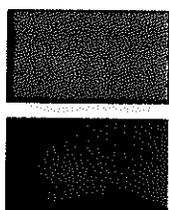
- Vacation Order

EXHIBIT "A"



NORTH

1"=60' / 1 : 720



VAC2014-43
= Vacation of Reserve G.

= Vacation of Easement



MKEC

Wichita, KS • 316.684.8800

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF A PORTIONS)
OF A PLATTED EASEMENT AND A PLATTED RESERVE)
AND VACATE THE PLATTOR'S TEXT TO AMEND THE)
USES ALLOWED IN THE DESCRIBED PLATTED)
RESERVE)**

**GENERALLY LOCATED SOUTH OF MAPLE STREET,)
WEST OF 135TH STREET WEST, WEST OF SIENA)
STREET AND NORTH OF MONTECITO LANE)**

VAC2014-00043

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 27th day of January, 2015, comes on for hearing the petition for vacation filed by Perfection Signature Properties, LLC, c/o Jason Ronk (owner), praying for the vacation of the following described portions of a platted utility easement and a portion of a platted reserve and to vacate the plattor's text to amend the uses allowed in the described portions of the platted reserve, to-wit:

A platted 10 foot Utility Easement lying within a portion of Reserve G, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said 10 foot Utility Easement being more particularly described as follows: COMMENCING at the southeast corner of Lot 19, Block 2, said addition, thence along the east line of said Lot 19, being common to a westerly line of said Reserve G on a platted bearing of N02°35'17"W, 93.77 feet; thence N87°24'43"E, 5.00 feet to the POINT OF BEGINNING, said point being a point on the south line of a platted 30

foot Drainage and Utility Easement; thence along the north line of said 10 foot utility easement being coincident with said south line, S60°38'06"E, 11.79 feet; thence along the east line of said 10 foot utility easement, S02°35'17"E, 38.17 feet to a point on the westerly line of a platted 15 foot street, drainage, and utility easement; thence along said platted 15 foot easement S24°00'32"W, 19.91 feet to a point on a curve to the right, said curve having a radius of 64.00 feet, a delta angle of 02°05'34", a chord of 2.34 feet, bearing S25°03'20"W, thence along the arc of said curve and along said platted 15 foot easement 2.34 feet to the west line of said 10 foot utility easement; thence along said west line N02°35'17"W, 64.29 feet to the POINT OF BEGINNING. CONTAINING: 513 square feet or 0.011 acre of land more or less.

AND ALSO,

A portion of a Reserve G, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said portion being more particularly described as follows: BEGINNING at the southeast corner of Lot 19, Block 2, said addition, thence along the east line of said Lot 19, being common to a westerly line of said Reserve G on a platted bearing of N02°35'17"W, 122.74 feet to the northeast corner of said Lot 19; thence on an extended north line bearing of said Lot 30, N89°43'34"E, 5.00 feet; thence parallel with and 5.00 feet east of said east line S02°35'17"E, 117.91 feet to the south line of said Reserve G being a point on a curve to the left, said curve having a radius of 79.00 feet, a delta angle of 04°56'43", a chord of 6.82 feet, bearing S44°35'43"W, thence along the arc of said curve and along the south line of said Reserve G, 6.82 feet to the POINT OF BEGINNING. CONTAINING: 602 square feet or 0.013 acre of land more or less.

AND ALSO,

A portion of a Reserve G, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said portion being more particularly described as follows: BEGINNING at the southeast corner of Lot 20, Block 2, said addition, thence along the east line of said Lot 20, being common to a westerly line of said Reserve G on a platted bearing of N00°16'26"W, 121.95 feet to the northeast corner of said Lot 20 being a point on a curve to the right; said curve having a radius of 159.00 feet, a delta angle of 02°11'08", a chord of 6.06 feet, bearing S81°54'53"E, thence along the arc of said curve 6.06 feet to a point lying 6.00 feet east of the said east line of said Lot 20; thence parallel with and 6.00 feet east of said east line, S00°16'26"E, 115.07 feet to a point on the extended south line of said Lot 20; thence along said extended south line, S44°43'34"W, 8.49 feet to the POINT OF BEGINNING. CONTAINING: 711 square feet or 0.016 acre of land more or less.

AND

Vacate the platator's text to allow the uses permitted by right in the SF-5 Single-Family Residential ("SF-5") zoning district, while retaining the original uses of residential parking, private parks and recreation, swimming pool, neighborhood clubhouse, neighborhood amenities, private playground, pond and fountain, per the platator's text for Reserve G, Courtyards at Auburn Hills Addition.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law,

in The Wichita Eagle on November 27, 2014, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portions of the platted utility easement, the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve and the public will suffer no loss or inconvenience thereby.

3. Warranty Deeds binding and tying the vacated portion of Reserve G to Lots 19 & 20, Block 2, Courtyards at Auburn Hills Addition, will be recorded with the Sedgwick County Register of Deeds. Copies of the recorded Warranty Deeds will be provided to the Wichita-Sedgwick County Metropolitan Area Planning Department.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portions of the platted utility easement, the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 27th day of January, 2015, ordered that the above-described portions of the platted utility easement, the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
January 27, 2015

TO: Mayor and City Council

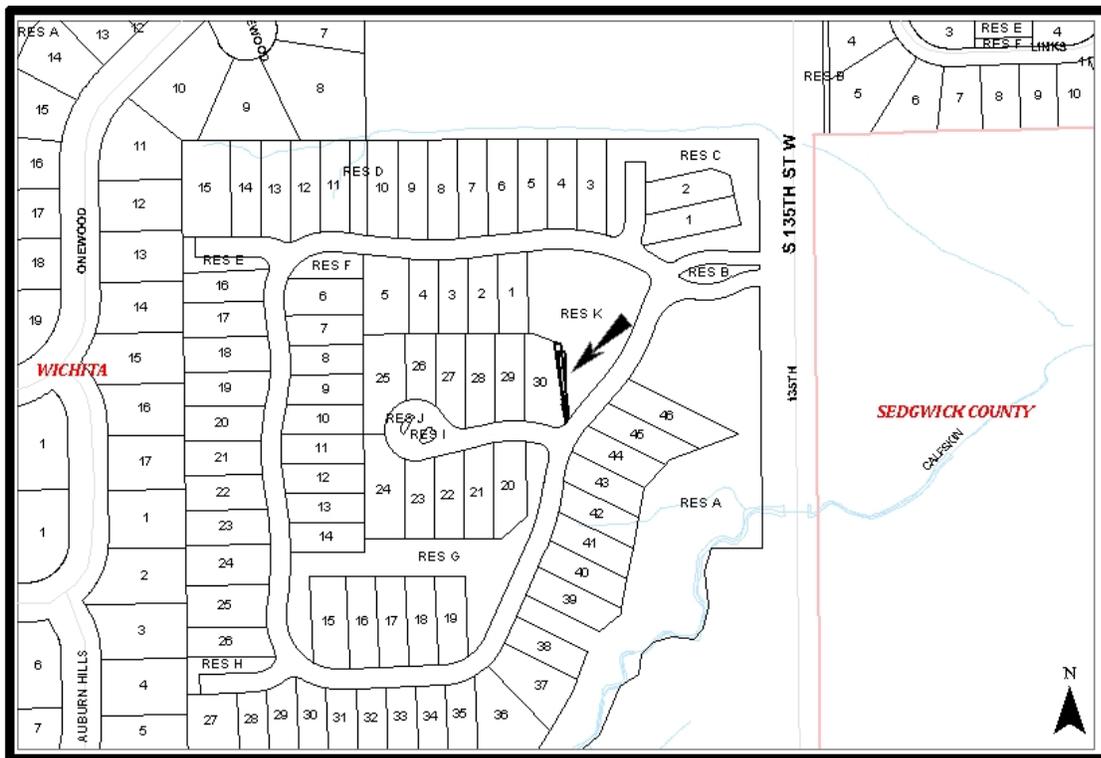
SUBJECT: VAC2014-00044 - Request to Vacate Portions of a Platted Utility Easement, a Parking Easement, and a Platted Reserve and Vacate the Plator's Text on Property Generally Located South of Maple Street, West of 135th Street West, on the Northwest Side of Verona Street and Siena Lane (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Staff recommends approval of the vacation request.

MAPC Recommendation: The Metropolitan Area Planning Commission recommends approval of the vacation request (9-0).



Background: The applicant is requesting portions of the platted Reserve K located along the east side of Lot 30, Block 2, Courtyards at Auburn Hills Addition be vacated and attached to the noted lot. The plat's text states that Reserve K is to be used for residential parking, private parks and recreation, swimming pool, neighborhood clubhouse, neighborhood amenities, private playground, pond and fountain. A sewer line and a platted easement runs west-east through the portion of Reserve K that abuts the north side of Lot 30. The vacation request would not impact this sewer line or the platted easement. The applicant is also requesting that the 10-foot platted utility easement located in the proposed vacated portion of Reserve K be vacated. The applicant is also requesting that a portion of a 20-foot wide platted parking easement located in the proposed vacated portion of Reserve K be vacated. There are no utilities located in the described portion of the platted reserve and the platted utility easement. The Courtyards at Auburn Hills Addition was recorded December 6, 2013.

Analysis: The Metropolitan Area Planning Commission (MAPC) voted (9-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

Financial Considerations: All improvements are to City standards and at the applicant's expense.

Legal Considerations: The Law Department has reviewed and approved, as to form, the Vacation Order. The original Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: It is recommended that the City Council follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order and authorize the necessary signatures.

Attachments:

- Vacation Order

EXHIBIT "A"

Reserve K

30,667 sq.ft.
0.70 acres

U.17 acres

Easement

58.00'

6,784 sq.ft.

0.16 acres

Lot
Boundary
Shifts

29

8,739 sq.ft.
0.20 acres

30

Esmt.

10' Util. Esmt.

20' Parking Esmt.

20' Util. & Drng. Esmt.

25' St., Drng
& Util. Esmt.

709.0' Bldg. Stbk.

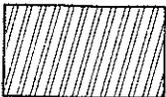


NORTH

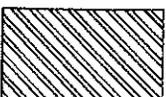
1"=30' / 1 : 360



= Vacation of Reserve K.



= Vacation of Easements



= Vacation of Parking Esmt.



MKEC

Wichita, KS • 318.884.8800

**BEFORE THE CITY COUNCIL OF THE
CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**IN THE MATTER OF THE VACATION OF PORTIONS)
OF A PLATTED UTILITY EASEMENT, A PLATTED)
PARKING EASEMENT, & A PLATTED RESERVE &)
VACATING THE PLATTOR’S TEXT TO AMEND THE)
USES ALLOWED IN THE DESCRIBED PORTION OF)
THE PLATTED RESERVE)**

**GENERALLY LOCATED SOUTH OF MAPLE STREET,)
WEST OF 135TH STREET WEST, ON THE NORTHWEST)
SIDE OF VERONA STREET AND SIENA LANE)**

VAC2014-00044

MORE FULLY DESCRIBED BELOW)

VACATION ORDER

NOW on this 27th day of January, 2015, comes on for hearing the petition for vacation filed by Perfection Signature Properties, LLC, c/o Jason Ronk (owner), praying for the vacation of the following described portions of a platted utility easement, a platted parking easement and a portion of a platted reserve and to vacate the plattor’s text to amend the uses allowed in the described portion of the platted reserve, to-wit:

A platted 10 foot utility easement lying within a portion of Reserve K, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said 10 foot utility easement being more particularly described as follows: COMMENCING at the southeast corner of Lot 30, Block 2, said addition, thence along the east line of said Lot 30, being common to a westerly line of said Reserve K on a platted bearing of N03°31’48”W, 117.93 feet; thence N86°28’12”E, 5.00 feet to the POINT OF BEGINNING, said point being a point on the south line of a platted 20 foot Drainage and Utility Easement; thence along the north line of said 10 foot utility easement being coincident with said south line, S71°50’14”E, 10.76 feet; thence along the east line of said 10 foot utility easement, S03°31’48”E, 60.99 feet to a point on the westerly line of a platted 25 foot street, drainage, and utility easement; thence along said platted 25 foot easement S41°30’34”W, 14.13 feet to the west line of said 10 foot utility easement; thence along said west line N03°31’48”W, 74.96 feet to the POINT OF BEGINNING. CONTAINING: 680 square feet or 0.015 acre of land more or less.

AND ALSO,

A portion of a platted 20 foot platted parking easement lying within a portion of Reserve K, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said

portion the platted 20 foot parking easement being more particularly described as follows: BEGINNING at the southeast corner of Lot 30, Block 2, said addition, thence along the east line of said Lot 30, being common to a westerly line of said Reserve K on a platted bearing of N03°31'48"W, 30.78 feet to a point on a curve to the right, said curve having a radius of 236.00 feet, a delta angle of 01°36'37", a chord of 6.63 feet, bearing N40°42'16"E; thence along the arc of said curve and along the westerly line of said platted 20 foot parking easement 6.63 feet; thence continuing along said westerly line of said platted 20 foot parking easement , N41°30'34"E, 1.80 feet to a point lying 69.00 feet east of the west line of said Lot 30; thence parallel with and 69.00 feet east of said west line, S00°16'26"E, 31.67 feet to the southeasterly line of said Reserve K being a point on a curve to the left, said curve to the left having a radius of 216.00 feet, a delta angle of 01°45'07", a chord of 6.60 feet, bearing S34°50'07"W, thence along said curve to the left and along the said southeasterly line of said Reserve K, 6.61 feet to the POINT OF BEGINNING.

CONTAINING: 151 square feet or 0.003 acre of land more or less.

AND ALSO,

A portion of a platted 25 foot drainage, and utility easement lying within a portion of Reserve K, Courtyards at Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said portion the platted 25 foot street, drainage, and utility easement being more particularly described as follows: COMMENCING at the southeast corner of Lot 30, Block 2, said addition, thence along the east line of said Lot 30, being common to a westerly line of said Reserve K on a platted bearing of N03°31'48"W, 23.42 feet to the POINT OF BEGINNING; thence continuing along said east line, N03°31'48"W, 14.55 feet to a point on a curve to the right, said curve having a radius of 241.00 feet, a delta angle of 00°22'07", a chord of 1.55 feet, bearing N41°19'31"E, thence along the westerly line of said 25 foot street, drainage, and utility easement, and along said curve to the right, 1.55 feet; thence N41°30'34"E, 7.39 feet to a point lying 69.00 feet east of the west line of said Lot 30; thence parallel with and 69.00 feet east of said west line, S00°16'26"E, 15.06 feet to a point on a curve to the left, said curve to the left having a radius of 231.00 feet, a delta angle of 01°59'09", a chord of 8.01, bearing S39°33'57"W, thence along the arc of said curve being parallel with and 15.00 feet westerly of the easterly line of said Reserve K, 8.01 feet to the POINT OF BEGINNING. CONTAINING: 84 square feet or 0.001 acre of land more or less.

AND ALSO,

A portion of platted Reserve K, Courtyards At Auburn Hills Addition, an addition to Wichita, Sedgwick County, Kansas, said portion being described as follows: BEGINNING at the south most corner of said Reserve K, being coincident with the southeast corner of Lot 30, Block 2, said addition; thence along the common line to said Lot 30 and said Reserve K on a platted bearing of N03°31'48"W, 130.68 feet to the northeast corner of said Lot 30, being coincident with a platted centerline of a 20 foot Utility and Drainage Easement; thence along said platted centerline, S71°50'14"E, 11.83 feet; thence parallel with and 69.00 feet east of the west line of said Lot 30, S00°16'26"E, 121.33 feet to a point on the south line of said Reserve K, said point being on a curve to the right, said curve having radius of 216.00 feet, a delta of 01°45'07", a chord of 6.60 feet, bearing S34°50'10"W, thence along the arc of said curve and along said south line, 6.61 feet to the POINT OF BEGINNING. CONTAINING: 948 square feet or 0.021 acre of land more or less.

AND

Vacate the platlor's text to allow the uses permitted by right in the SF-5 Single-Family Residential ("SF-5") zoning district, while retaining the original uses of residential parking,

private parks and recreation, swimming pool, neighborhood clubhouse, neighborhood amenities, private playground, pond and fountain, per the plattor's text for Reserve G, Courtyards at Auburn Hills Addition.

The City Council, after being duly and fully informed as to fully understand the true nature of this petition and the propriety of granting the same, makes the following findings:

1. That due and legal notice has been given by publication, as required by law, in The Wichita Eagle on November 27, 2014, which was at least 20 days prior to the public hearing.

2. No private rights will be injured or endangered by the vacation of the above-described portions of the platted utility easement, the platted parking easement, & the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve and the public will suffer no loss or inconvenience thereby.

3. A Warranty Deed binding and tying the vacated portion of Reserve K to Lot 30, Block 2, Courtyards at Auburn Hills Addition, will be recorded with the Sedgwick County Register of Deeds. Copies of the recorded Warranty Deeds will be provided to the Wichita-Sedgwick County Metropolitan Area Planning Department.

4. In justice to the petitioner(s), the prayer of the petition ought to be granted.

5. No written objection to said vacation has been filed with the City Clerk by any owner or adjoining owner who would be a proper party to the petition.

6. The vacation of the described portions of the platted utility easement, the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve should be approved.

IT IS, THEREFORE, BY THE CITY COUNCIL, on this 27th day of January, 2015, ordered that the above-described portions of the platted utility easement, the platted parking easement, & the platted reserve and the vacation of the plattor's text to amend the uses allowed in the described portions of the platted reserve are hereby vacated. IT IS FURTHER ORDERED that the City Clerk shall send this original Vacation Order to the Register of Deeds of Sedgwick County.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Sharon Dickgrafe, Interim City Attorney

City of Wichita
City Council Meeting
January 27, 2015

TO: Wichita Airport Authority

SUBJECT: Air Capital Terminal 3 (ACT 3)
Terminal Apron Phase IV Part A Supplemental Agreement
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Air Capital Terminal 3 program (ACT 3) is identified in the Airport Capital Improvement Program (CIP) and is currently under construction for a spring 2015 terminal opening. Engineering services for Apron Phase IV were solicited as a separate project due to the complexity of the demolition of the existing terminal building and paving of the aircraft ramp and apron, which will occur after the opening of the new terminal building. Professional Engineering Consultants (PEC) was awarded the design contract on September 9, 2014.

Analysis: Prior to opening the new terminal, airfield paving is required to allow aircraft to occupy Gate 1 of the new terminal. Design was completed in 2014 and construction is expected to begin within the next few weeks. A supplemental agreement with PEC has been prepared for construction related services, pending Federal Aviation Administration (FAA) concurrence.

Financial Considerations: The cost of the construction related services with PEC is a not-to-exceed amount of \$98,271, pending FAA review. The current approved program budget includes funds to cover this expense, with 90 percent of the eligible costs included within a FAA Airport Improvement Program (AIP) grant. The matching funds are expected to be funded with Passenger Facility Charge collections.

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

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental agreement.

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR CONSULTING SERVICES

between

THE WICHITA AIRPORT AUTHORITY, WICHITA, KANSAS

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 SOUTH TOPEKA

WICHITA, KANSAS 67202

Remit to Address:
PO Box 92
Wichita, KS 67201

Party of the Second Part, hereinafter called the

"CONSULTANT"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties dated September 09, 2014 for consulting services to be provided by the CONSULTANT in conjunction with the Construction of Terminal Apron Phase IV and the Partial Demolition of the Existing Terminal and Concourses at Wichita Mid-Continent Airport, hereinafter called the "PROJECT"; and

WHEREAS, the OWNER now desires to proceed with Article I, Exhibit A.(III) Construction Phase Services of the existing Agreement in conjunction with constructing the PROJECT under the title: Reconstruction of Terminal Apron – Phase 4 [Part A], FAA AIP Project Number 3-20-0088-(FUTURE), City of Wichita Project Number 454-442;

WHEREAS, Article I, Exhibit A.(III) of the existing Agreement provides that the Scope of Services and Payment to the CONSULTANT for furnishing Construction Phase Services for the PROJECT shall be established by Supplemental Agreement; and

WHEREAS, it is the desire of both parties that the CONSULTANT provide Construction Phase Services for the PROJECT, and in compliance with the F.A.A. Central Region criteria:

The project is fully funded by an FAA AIP grant.

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

I. SCOPE OF SERVICES

A. CONTRACT ADMINISTRATION. Contract Administration duties shall routinely be the responsibility of the CONSULTANT's Project Manager.

1. Pre-Construction

- a. Conduct Preconstruction Conference per AC 150/5300-9.
- b. Develop Construction Observation program per Sponsor's Grant condition.

2. During Construction Provide the Following:

- a. Prepare estimate forms for periodic payment to the Contractor.
- b. Receive and review Contractor's Quality Control Program and Safety Plan Compliance Document.
- c. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
- d. Consult with the Resident PROJECT Representative regarding interpretations or clarifications of the plans and specifications.
- e. Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.
- f. Conduct acceptance reviews of shop drawings and materials certifications.

- g. Assist OWNER with Buy American Preferences compliance.
 - h. Prepare Supplemental Agreements covering modifications or revisions necessitated by field conditions.
 - i. Review Change Orders and/or Supplemental Agreements prepared by the Resident PROJECT Representative.
 - j. Conduct Final Inspection of the work.
 - k. Issue Certificate of Completion when the PROJECT has been completed.
 - l. Meet with OWNER as requested during construction to review progress.
3. After Construction Provide the Following:
- a. Prepare reproducible "Record" drawings of the completed work based on information provided by the Resident PROJECT Representative.
 - b. Deliver "Record" drawings to the OWNER in both hard copy (black line bond) and digital form (CD-ROM & pdf full-size). Digital files shall include only those drawings prepared using AUTO CAD methods and shall be delivered in a format acceptable to the OWNER. Project Specifications shall be delivered in digital file (pdf, individual MS Word files when requested) with the "Record" drawings.
 - c. Provide a "Summary of Test Reports" on the completed work.
 - d. Prepare "Certificates of Completion" for review by the CONSULTANT's Project Manager and submit same to the OWNER.
 - e. Develop documentation of the final construction report to address items such as: narrative of work performed, summary of milestone data, contract time, project costs, contract changes, Buy American provision, photos, final inspection. Provide within 30 days of Final Acceptance.
- B. RESIDENT ENGINEERING SERVICES. Resident Engineering duties will routinely be the responsibility of the CONSULTANT's Resident PROJECT Representative.
1. During Construction Provide the Following:
- a. Provide personnel acceptable to the OWNER to perform technical observation during construction of the PROJECT, including a full-time Resident PROJECT

Representative, who shall be supervised by the PROJECT Resident Engineer. The Resident Engineer shall be a registered Professional Engineer with qualifications conforming to the Central Region FAA "Standards for Construction Observation", and such supporting staff as may be required. Through continuous on-site observations of the work in progress and field checks of materials and equipment by the Resident PROJECT Representative and his supporting staff, the CONSULTANT will endeavor to provide further protection for the OWNER against defects and deficiencies in the work; but the furnishing of such resident PROJECT representation shall not make the CONSULTANT responsible for the Contractor's failure to perform the construction work in accordance with the contract documents. The Resident Engineer or Inspector has the authority to reject both unsatisfactory workmanship and materials. The Resident Engineer or Inspector informs the contractor of deficiencies so corrections can be made and retesting performed prior to covering any substandard work with additional material.

- b. Establish construction layout control points including benchmarks and horizontal control points as may be required. Periodically review and check in field the Contractor's staking notes and layout.
- c. Supervise inspection and OWNER responsible testing. Arrange for, conduct (or witness), field, laboratory, and shop tests of construction materials as required by the plans and specifications; determine the suitability of materials; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of material in-place for partial and final payments to the Contractor; and maintain diaries and other project records to document the work. Daily diary of work activities shall be accomplished by using FAA Form 5370-1 or something similar.
- d. Photograph existing conditions prior to construction beginning, during construction, and after Project Acceptance. File and document as per FAA requirements.
- e. Perform inspection of stormwater systems impacted by construction. Inspections to be performed at least every 14 days, plus within 24 hours of all precipitation events of ½" or greater until full-time inspection is no longer being provided by the Resident Engineer, at which time the OWNER will assume

responsibility for performing these inspections until a Notice of Termination is issued to the Contractor.

- f. Prepare elementary and supplementary sketches required and conduct preliminary negotiations necessary to resolve "changed" field conditions encountered.
- g. Attend all project meetings, develop and provide minutes of project meetings within 7 days after the meeting.
- h. Review and forward all construction schedules, material certifications and detailed shop and erection drawings to the CONSULTANT's Project Manager. Assist the Project Manager in evaluating the acceptability of all submittals.
- i. Monitor Contractor's compliance with Buy American contract provision.
- j. Review, analyze, and prepare recommendations for laboratory, shop and mill test reports of materials and equipment.
- k. Monitor compliance with the Construction Safety and Phasing Plan (CSPP) and the Contractor's Safety Plan Compliance Document (SPCD).
- l. Perform on-site Labor Standard Interviews and provide documentation within seven calendar days.
- m. Review requests for monthly and final payments to the Contractor, monitor the status of the required supporting documentation, and forward same to the OWNER with recommendations for approval.
- n. Prepare initial drafts and conduct preliminary negotiations for all Change Orders and Supplemental Agreements covering work on the PROJECT. Submit same to the CONSULTANT'S Project Manager for review and thenceforth to the OWNER for approval.
- o. Review work performed by DBE Contractors for conformance with their Contractual responsibilities.
- p. Provide on-site and local transportation for the Resident PROJECT Representative and supporting staff to perform the duties.

- q. Provide basic testing equipment and supplies for the Resident PROJECT Representative and supporting staff to perform the duties associated with the OWNERS quality assurance testing at the frequency and manner set forth in the specifications.
- r. Monitor DBE subcontractors on-site activities regarding utilizing their own forces, equipment and materials.
- s. Monitor DBE subcontractors on-site activities to regarding providing commercially useful functions.
- t. Verify DBE subcontractors business names on the on-site equipment and vehicles are not covered with paint or magnetic signs.
- u. Provide special field office equipment and all expendable office supplies such as stationery, pencils, report forms, etc., except that the on-site field office, including utilities and furnishings, shall be provided by the OWNER.
- v. Receive and prepare recommendations relative to work performed by inspection bureaus and outside commercial testing laboratories for inspection and/or testing of materials or procedures entering into the construction, except that the cost of all such tests and inspections by bureaus and outside commercial testing laboratories, shall be authorized and paid for by the OWNER.
- w. Meet with the OWNER as necessary to confer with respect to the duties and project services.
- x. Maintain a set of working drawings on the job site that can be used to prepare "as-built" drawings.
- y. Attend and conduct a final walk through and inspection of the completed project with the contractor and Owner.
- z. Develop punch list and monitor completion of punch list items
- aa. Prepare and distribute record of final inspection.

II. TIME OF SERVICES

A. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

1. CONSULTANT shall commence work on the PROJECT upon receipt of Authorization to Proceed from the OWNER.
2. Completion of services is dependent upon the Contractor's progress and the time frame set forth in the construction contract documents. The fee(s) included in this Agreement are based on completion of all project work, within 50 calendar days following the date published in the Notice to Proceed tentatively 20 January 2015, substantially complete the entire project within 45 calendar days following the date published in the Notice to Proceed, exclusive of any delays beyond the control of the CONSULTANT.

III. EXCLUSIONS

- A. Review of the Contractor's weekly payroll statements and comparison with the labor Standards Interviews. This will be provided by the Owner.
- B. Observation of Contractor activities other than a single shift Monday through Saturday 8AM to 6PM.
- C. Work on Sundays, and City Holidays. If the Contractor is granted permission to work these days, staff will be available for observation.

IV. THE OWNER AGREES

- A. To provide a construction office for the CONSULTANT's field personnel assigned to the PROJECT. Provision of a field office shall include all essential utilities and the monthly costs associated therewith.
- B. To pay the CONSULTANT in accordance with the provisions of Article V of this Supplemental Agreement.

V. PAYMENT PROVISIONS

- A. CONTRACT ADMINISTRATION AND RESIDENT ENGINEERING SERVICES

Payment to the CONSULTANT for services provided as outlined in Paragraphs I.A. CONTRACT ADMINISTRATION and I.B. RESIDENT ENGINEERING SERVICES shall be generally in accordance with Exhibits SA1-A1 and SA1-A2 attached, and shall be on the basis of cost, plus a fixed fee for profit of \$11,918.78, which shall be limited to 15-percent of the CONSULTANT's direct labor and overhead costs, the total including reimbursable expenses shall not exceed \$98,270.29.

The total fee for the Contract Administration and Resident Engineering Services is AIP eligible fee.

Total Fee for Services is \$98,270.29, all of which is AIP eligible fee and shown in the breakdown in Exhibits SA1-A1 and SA1-A2. The actual breakdown of these costs will be based on actual charges associated with the assigned scope of work.

B. OVERHEAD

For purposes of this Agreement, the CONSULTANT's overhead factor from the annual compliance audit for the fiscal year ending September 2012 shall be fixed at 148.86. The authoritative source of compliance for this audit is Title 48 CFR Part 31 and proof of compliance shall be provided to the Owner prior to the execution of this Supplemental Agreement.

C. ADJUSTMENT IN FEE

In the event the Contractor fails to complete the PROJECT within the Contract time as identified in II.A.2 the CONSULTANT shall be deemed to be performing additional services outside of this agreement in which case should the maximum contract amount as set forth in Paragraph V.A. above be exceeded, the CONSULTANT shall be eligible for additional compensation.

In no case shall additional work be performed or compensation be paid without the written authorization of the OWNER. Any authorization shall first be supported by documentation from the CONSULTANT outlining the reasons therefore and the probable maximum fee to be expected. The CONSULTANT shall notify the OWNER a minimum of 28 days in advance of any foreseeable need to perform extra work.

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

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
"OWNER"

By: _____
Karen Sublett, City Clerk

By: _____
Carl Brewer, President

By: _____
Victor D. White, Director of Airports

APPROVED AS TO FORM: _____ Date: _____
Sharon L. Dickgrafe
Interim City Attorney & Director of Law

ATTEST:

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.
"CONSULTANT"

By: Richard A. Schlitt
Richard A. Schlitt, P.E.
Secretary/Treasurer

By: Bradley J. Edmundson
Bradley J. Edmundson, P.E.
Executive Vice President

Attachments: EXHIBIT SA1-A1: Contract Admin. & Resident Engineering Fee Estimate - Total
EXHIBIT SA1-A2: Materials Testing Total Fee

Project: Reconstruction of Terminal Apron – Phase 4 [Part A]

Location: Wichita, KS.

Airport: Wichita Mid-Continent

FAA AIP Project Number 3-20-0088-(FUTURE), City of Wichita Project Number 454-442

Construction Phase Services		Principal	Project Manager	Resident Engineer	Inspector	Inspector (OT)	Field Technician	Field Technician (OT)	Design Technician	CAD Machine HOURS as Expense
Item										
1.01	Proposal Preparation	3	1	1						
1.02	Prepare outline/handout and assist with Preconstruction Meeting	2	2	10	2					
1.03	Prepare estimate forms for periodic payment to the Contractor (assume 3)	1		3						
1.04	Receive and review Contractor's quality control plan, safety plan, shop drawings, and material certifications.	2	4	156						
1.05	Make periodic visits to the PROJECT site to determine Contractor's progress and general character of work. (Assume bi-weekly for 2 months)		18							
1.06	Consult with Resident PROJECT Representative regarding interpretations or clarifications of the plans and specification.	1	2							
1.07	Provide CONSULTANT's decision in accordance with the contract documents on questions regarding the work.		2	14						
1.08	Prepare Supplemental Agreements covering modifications or revisions.		2							
1.09	Change Orders.		2	6						
1.10	Attend Final Inspection of the work.		4	1						
1.11	Issue Certificate of Completion when the PROJECT has been completed.		2							
1.12	Perform Construction Observations and Materials Testing Field Services	5		16	286	161	89	14		
1.13	Provide a conformed set of plans and project manual in pdf form that contain addenda information.	1	2		1					
1.14	Prepare reproducible "Record" drawings.		1	2	2				8	8
1.15	Resident Engineering Project Closeout	2		50	8					

TOTAL HOURS =	17	42	259	299	161	89	14	8	8
STANDARD HOURLY RATES =	\$46.50	\$36.00	\$46.50	\$25.00	\$37.50	\$37.50	\$37.50	\$26.00	\$18.00
SUBTOTAL =	\$790.50	\$1,512.00	\$12,043.50	\$7,475.00	\$6,037.50	\$3,337.50	\$525.00	\$208.00	\$144.00

EXPENSES:	
Mileage (at \$0.56/mile)	\$1,736.00
Cell Phone (at cost)	\$100.00
Printing & Reproduction (at cost)	\$200.00
Testing (at cost - actual units billed)	\$4,713.00
CAD	\$144.00
TOTAL =	\$6,893.00

DIRECT LABOR		\$31,929.00
OVERHEAD	148.86%	\$47,529.51
SUBTOTAL (Labor and Overhead)		\$79,458.51
FIXED FEE	15%	\$11,918.78
EXPENSES		\$6,893.00
Construction Phase Services TOTAL FEE (Not to Exceed)		\$98,270.29

Project: Reconstruction of Terminal Apron – Phase 4 [Part A]
 Location: Wichita, KS.
 Airport: Wichita Mid-Continent
 FAA AIP Project Number 3-20-0088-(FUTURE), City of Wichita Project Number 454-442

Exhibit SA1-A2
 8-Dec-14

1 LABOR			
1102 Senior Engineer/Geotechnical Engineer	\$120.00 hour	1 hours	\$ 120.00
1103 Staff Engineer/Field Engineer	\$90.00 hour	2 hours	\$ 180.00
1104 Administrative Assistant	\$60.00 hour	6 hours	\$ 360.00
1301 Laboratory Supervisor/Manager	\$80.00 hour	8 hours	\$ 640.00
2 EQUIPMENT / MISCELLANEOUS			
2.3 EQUIPMENT			
2302 Nuclear Gauge	\$60.00 day	6 days	\$ 360.00
2303 Concrete Testing Equipment	\$25.00 day	7 days	\$ 175.00
2305 Plastic Cylinder Molds	\$2.00 each	6 each	\$ 12.00
3 SOILS TESTING			
3.3 LABORATORY SOIL TESTS			
3301 Moisture Content (ASTM D-2216 / microwave)	\$20.00 each	6 each	\$ 120.00
3303 Atterberg Limits (ASTM D-4318)	\$70.00 each	4 each	\$ 280.00
3306 Sieve Analysis (ASTM C-136, C-117)	\$45.00 each	8 each	\$ 360.00
3312 Moisture-Density Curves (ASTM D-698/1557)	\$130.00 each	3 each	\$ 390.00
3316 Lime Determination (ASTM D-4253/4254)	\$550.00 each	- each	\$ -
4 AGGREGATE TESTING			
4.1 GENERAL			
4101 Sieve Analysis, less than 1 inch (ASTM C-136/C-117)	\$45.00 each	4 each	\$ 180.00
4104 Moisture Content, ASTM C-566	\$20.00 each	4 each	\$ 80.00
5 ASPHALTIC CONCRETE TESTING			
5105 Cold Feed Gradation	\$50.00 each	4 each	\$ 200.00
5107 Core Density / Thickness Measurement	\$25.00 each	2 each	\$ 50.00
6 PORTLAND CEMENT CONCRETE TESTING			
6101 Compression Tests of Cylinders, ASTM C-39**	\$21.00 each	6 each	\$ 126.00
6102 Flexural Strength of 6" x 6" x 22" beams, ASTM C-78**	\$45.00 each	24 each	\$ 1,080.00

**Compressive strength tests will be billed when specimens are fabricated or delivered to Laboratory.

ESTIMATED TOTAL OF DIRECT EXPENSES: \$ 4,713.00

The rates shown above are effective for services through December 31, 2014, and are subject to revision thereafter.

City of Wichita
City Council Meeting
January 27, 2015

TO: Wichita Airport Authority

SUBJECT: MCA Fuel Services, LLC
Supplemental Agreement No.1
Colonel James Jabara Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: The Wichita Airport Authority (WAA) has an existing agreement with MCA Fuel Services, LLC (MCA) to lease land for the use of the fueling facility, located on Colonel James Jabara Airport, which became effective on August 5, 2014. The term is a five-year period. MCA manages and operates the multi-use hangar facilities and the fueling facility as a Fixed Base Operator (FBO) on Colonel James Jabara Airport. There is a new road under construction on the north of MCA's premises that allows vehicles access to and from the airfield.

Analysis: It is recommended that the current agreement with MCA be modified to identify the access road as an easement through MCA's leasehold. This will provide Airport staff, agents, or invitees full, unencumbered airfield access to and from the north end of Colonel James Jabara Airport.

Financial Considerations: There are no financial considerations associated with this easement. Since the roadway will be new, it is anticipated that there will be no maintenance costs incurred by the WAA during the term of this agreement.

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

Recommendations/Actions: The recommendation is that the WAA approve the supplemental agreement and authorize the necessary signatures.

Attachment: Supplemental Agreement No. 1

SUPPLEMENTAL AGREEMENT NO. 1

BY AND BETWEEN

THE WICHITA AIRPORT AUTHORITY

AND

MCA FUEL SERVICES, LLC

for

Aviation Fuel Storage and Distribution Facilities
Colonel James Jabara Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1, made and entered into this January 27, 2015, between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas (LESSOR) and MCA FUEL SERVICES, LLC (LESSEE).

WITNESSETH:

WHEREAS, the parties previously entered into an Agreement dated August 5, 2014 for use of land on Colonel James Jabara Airport; and

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of modifying Exhibit "A" and the existing language defining the Premises in the following manner;

NOW, THEREFORE, in consideration of the mutual promises herein set forth, LESSOR and LESSEE do hereby agree as follows:

1. EXHIBIT A

Exhibit "A" of the original Agreement shall be **replaced** with the revised Exhibit "A", dated September 24, 2014.

2. ACCESS ROAD

Section 2 of the original Agreement shall be **modified** to add the following language:

LESSEE agrees during the Term of this Agreement that the LESSOR, its agents or employees, shall have the right to enter and shall have full, unencumbered easement across the leasehold for the purpose of ingress/egress using the Access Road, as shown in the revised Exhibit "A". This easement would also extend to LESSOR's tenants, agents, contractors, or invitees during the term of this Agreement.

3. MAINTENANCE AND REPAIR

Section 26 of the original Agreement shall be **modified** to add the following language:

LESSOR agrees during the balance of the Term of this Agreement covered by this Supplemental Agreement No. 1, the LESSOR shall be responsible for the maintenance, repair and replacement of the access road, including the paved surface across LESSEE's leasehold, as shown in the revised Exhibit "A".

4. OTHER TERMS

It is understood and agreed that except as modified herein all other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement No. 1 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:

MIDWEST CORPORATE AVIATION, INC.

By _____

By _____
Marvin E. Autry, President
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

TWY B

APRON

750' BUILDING RESTRICTION LINE

FUEL
LOADING
DOCK

PARCEL A

3600 N JABARA ROAD
(5,412 S.F.)

RAMP ACCESS
ROAD

TELCO BUILDING
(3580 N JABARA ROAD)

TRAVERSED PROPERTY CORRIDOR

JABARA ROAD

FUEL
FARM

PARCEL B

9520 E 35th ST. NORTH
(18,503 S.F.)

RAMP ACCESS ROAD

COLONEL JAMES JABARA AIRPORT

THE WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE	SHEET
9/24/14	H.G.O.	1" = 60'	1 of 1

City of Wichita
City Council Meeting
January 27, 2015

TO: Wichita Airport Authority

SUBJECT: DHL Express (USA), Inc.
2163 Air Cargo Road
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the supplemental agreement.

Background: In 1994, DHL Express (USA), Inc. (DHL) built a 20,647 sq. ft. cargo facility that is located at 2163 Air Cargo Road on the Airport. The lease expired December 31, 2009. A new lease was approved by the Wichita Airport Authority (WAA) in May 2010 for DHL to lease a portion (9,555 sq. ft.) of the facility for a five year term and one, five-year option.

Analysis: DHL is now desirous of exercising the five-year option as well as increasing 2,426 sq. ft. of warehouse space. Additional language has been included in the supplement for the possibility of a future development and the need to relocate DHL's operations to the Cargo Facility, located at 1935 Air Cargo Road.

Financial Considerations: The facility rental rate for use of the office space of 3,012 sq. ft. is \$6 per sq. ft. and \$3.11 per sq. ft. for use of the 8,969 sq. ft. of warehouse space. The facility rent calculates to be an annual rate of \$45,966, which reflects an increase of 1 percent compared to the previous year.

Legal Considerations: The supplemental agreement has been reviewed and 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

DHL EXPRESS (USA), INC.

for

Use of Facility — 2163 Air Cargo Road
Wichita Dwight D. Eisenhower National Airport
Wichita, Kansas

THIS SUPPLEMENTAL AGREEMENT NO. 1 is entered into this January 27, 2015 between The Wichita Airport Authority, Wichita, Kansas (LESSOR) and DHL Express (USA), Inc., (LESSEE).

WHEREAS, the parties previously entered into an Agreement, dated May 25, 2010 for use of the Premises located at 2163 Air Cargo Road, to be used and occupied for aviation purposes or purposes incidental or related thereto, with its business of air freight carrier and/or handling service at the Airport;

WHEREAS, the LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 for the purpose of extending the term of the original Agreement, adding additional area to the leasehold and modifying the facility rent set in this Agreement, as more fully set forth below:

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, LESSOR and LESSEE do hereby agree as follows:

1. PREMISES

Commencing January 1, 2015, Article 1 of the original Agreement, dated May 25, 2010 shall be **replaced** as follows:

"Premises" as used herein shall be the "Exclusive Use — Building" and "Exclusive Access Areas" located at 2163 Air Cargo Road on the Airport.

Exclusive Use — Building. LESSOR does hereby lease to LESSEE that portion of the building consisting of 3,012 sq. ft. of office space and 8,969 sq. ft. of warehouse space, a total of 11,981 sq. ft., as reflected on Exhibit "A", attached hereto and made a part hereof.

Exhibit "A" sets forth the general layout of the portion of the building to be leased to the LESSEE but shall not be deemed to be a warranty, representation, or agreement on the part of the LESSOR that the building or any portion thereof will be or will continue to be exactly as indicated on said diagram.

Exclusive Access Areas - Landside. As part of the building rental fee, LESSEE shall have exclusive use and access to the paved area directly in front of its exclusive use leasehold, and the parking/loading/unloading area directly in front of its leasehold equal to the width of the exclusive use area, and extending to a point 60 feet beyond the building edge, as reflected on Exhibit "A", attached hereto and made a part hereof.

Preferential Use — Aircraft Parking Apron — Airfield Side. In addition to the Exclusive Access Areas, LESSEE and its contracted air carriers may use Preferential Use Premises in conjunction and cooperation with others as reflected on Exhibit "A", attached hereto and made a part hereof

Commencing January 1, 2015, Exhibit A of the original Agreement, dated May 25, 2010 shall be **replaced** with Exhibit A attached to this Supplement Agreement No. 1.

2. TERM

The term of this extension shall be for a five (5) year period, from January 1, 2015 through December 31, 2019.

3. FACILITY RENT

During this extension, facility rent shall be based upon the 3,012 sq. ft. of office space at the annual rate of six dollars (\$6.00). In addition, the 8,969 sq. ft. of warehouse space, at the annual rate of three dollars and eleven cents (\$3.11).

Therefore, the annual rent for the combined spaces, consisting of 11,981 sq. ft., shall be \$45,965.59, payable in monthly installments of \$3,830.47, due on the first day of each month during the term of this Supplemental Agreement No. 1.

Notwithstanding the foregoing, the aforesaid rent shall not commence until the later of (a) January 1, 2015 or (b) EagleMed's operation have been relocated to their relocation space.

4. CONSIDERATIONS

(A) In order to obtain contiguous space for LESSEE's newly defined Premises, LESSEE agrees to directly pay, within a reasonable time after receipt of written demand accompanied by reasonable supporting documentation, all reasonable third party costs associated with improvements to the relocation space for EagleMed's operation located at 2163 Air Cargo Road, from Units G and H to Units I and J, which is anticipated to not exceed \$10,000.00.

(B) LESSEE agrees to relocate its operations to a unit or units at the Cargo Facility located at 1935 Air Cargo Road if all parties, LESSOR, LESSEE and The Boeing Company, agree to the following conditions:

1. LESSOR shall provide to LESSEE a one-hundred and eighty (180) day advance written notice; provided however, that (a) DHL may reject such relocation if in DHL's reasonable opinion the relocation space is not suitable for DHL's operations, and in such event DHL shall not be required to such relocation, (b) LESSOR or The Boeing Company shall perform all improvements to the relocation space to be comparable or better improvements to the Premises subject to DHL's prior written approval, and (c) DHL shall not be required to relocate to the relocation space unless and until all such improvements are complete.
2. The Boeing Company agrees to directly pay for all costs associated with improvements to the relocation space for LESSEE's operations from the current Premises to the new Cargo Facility; and
3. After such relocation, all provisions of the original Agreement, as amended, shall remain in effect with the only change being substitution of the Premises description to the relocation space agreed to by the parties. There shall be no change in rent for the balance of the Term.

5. OTHER TERMS

Except as modified hereby, all other terms and conditions of the Original Agreement remain unchanged and in full force and effect and are hereby ratified and confirmed by the parties hereto.

This Supplement Agreement No. 1, in conjunction with the Lease, constitutes the entire agreement of Landlord and Tenant with respect to the subject matter hereof and supersedes all oral and written agreements and understandings made and entered into by the parties prior to the date hereof. Any agreement made after the date of this Supplement Agreement No. 1 is ineffective to modify, waive, release, terminate, or effect an abandonment of this Lease, in whole or in part, unless that agreement is in writing, is signed by the parties to this Supplement Agreement No. 1, and specifically states that that agreement modifies the Original Agreement (as modified by this Supplement Agreement No. 1). In the event a conflict exists between the Original Agreement and this Supplement Agreement No. 1, this Supplement Agreement No. 1 shall govern.

This Supplement Agreement No. 1 shall be governed by and construed in accordance with the laws of the State of where the Premises is located (without regard to conflicts of law).

Each party executing this Supplement Agreement No. 1 represents and warrants that the individual executing this Supplement Agreement No. 1 on its behalf is duly authorized to execute and deliver this Supplement Agreement No. 1 on its behalf in accordance with the governing documents of such entity, and that upon full execution and delivery this Supplement Agreement No. 1 is binding upon said entity in accordance with its terms.

If any provision of this Supplement Agreement No. 1 or the Original Agreement or the application of any provision of this Supplement Agreement No. 1 or the Original Agreement to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Supplement Agreement No. 1 and the Original Agreement or the application of that provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each provision of this Supplement Agreement No. 1 and the Original Agreement will be valid and be enforced to the fullest extent permitted by law.

This Supplement Agreement No. 1 may be executed in multiple counterparts, all of which, when taken together, shall constitute one and the same instrument. Electronic signatures by PDF via email or facsimile shall be treated as originals for all purposes.

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"

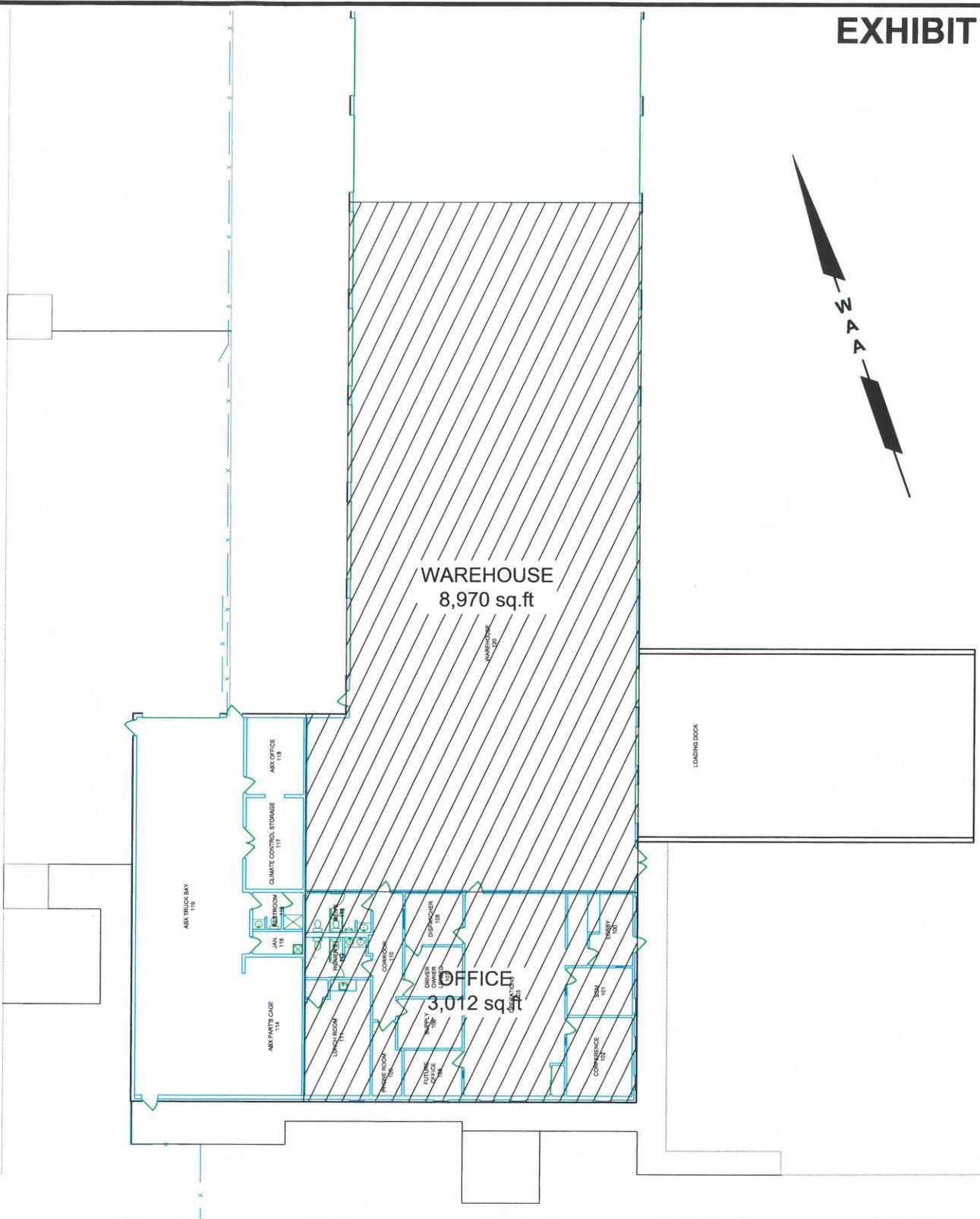
By _____
Victor D. White, Director of Airports

ATTEST:

By _____

By _____
DHL EXPRESS (USA), INC.
"LESSEE"

APPROVED AS TO FORM: _____ Date: _____
Interim Director of Law



FLOOR PLAN

OFFICE SPACE 3,012 sq.ft.
 WAREHOUSE SPACE 8,970 sq.ft.
 TOTAL 11,982 sq.ft.

2163 AIR CARGO ROAD			
WICHITA MID-CONTINENT AIRPORT			
THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS			
DATE	DR. BY	SCALE	SHEET
10/16/14	H.G.O.	1" = 30'	1 of 2

**City of Wichita
City Council Meeting
January 27, 2015**

TO: Wichita Airport Authority

SUBJECT: Parking Facilities Program
Change Order No. 4
Wichita Dwight D. Eisenhower National Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the change order.

Background: The Parking Facilities Program constructs a parking garage in close proximity to the new terminal which will house the customer service counters and covered vehicle ready/return parking spaces for rental cars, as well as covered parking for the public. In addition, terminal area surface parking lots will be reconfigured in order to provide better service for the public and employees, and improvements to the parking revenue control system and the customer exit plaza are planned. This Program was approved by the Wichita Airport Authority (WAA) with a budget of \$40 million on June 21, 2011. A contract with Crossland Construction in the amount of \$33,917,971 was approved through the Board of Bids process on April 2, 2013.

Analysis: Several required construction-related items need to be changed in the contract in order for the work to proceed without delay to the project, including: signage; HVAC; fire controls; conduits, storm water and water meter vault modifications; and changes to the Rental Agency Center (RAC) roof. The attached change order has been prepared for the work.

	<u>Amount</u>	<u>Description</u>	<u>WAA Approval</u>
Contract	\$33,917,971	Construction Contract	04-02-2013
CO1	\$ 1,794,489	Parking Control System	01-28-2014
CO2	\$ 39,197	Code mods, foundations, electrical changes	04-22-2014
CO3	\$ 48,699	Rental Car changes, ATCT lot, floor finish	11-20-2014
CO4	\$ 73,878	Signage, RAC changes, move water lines	01-27-2015
Total	\$35,874,234		

Financial Considerations: This change order in the amount of \$73,878 represents less than one percent change over the original contract. This amount is included within the existing project budget, which is funded with a combination of rental car Customer Facility Charge (CFC) receipts and general obligation bonds repaid with airport revenues.

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

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

Attachment: Change Order No. 4.

CHANGE ORDER (CO)

Change Order No.: 004

Project Name: Parking Project
City of Wichita 451-418-2
FAA AIP Project N/A

Date: 1/12/2015
To (Contractor): Crossland Construction Co., Inc.

THE CONTRACT IS CHANGED AS FOLLOWS:

Give description of work. Reference Change Proposal No., Change Directive No., Change Request No., and any other documents as applicable. Your attention is directed to Article 8 and Article 10 of the General Conditions of the Contract for guidelines in pricing and documentation to be provided.

COR #	Description	Amount
050	Add vehicle wayfinding signs (19) and delete signs (2) for the driving lane on Level 1	\$10,966.55
052	Add controls and conduit for fire curtain coiling doors for Rooms 108A, G112C and G115C	\$2,947.08
056	Remove light fixtures (2) and replace with different type in RAC building lobby	\$1,643.25
057	Add a frame for the condensing unit (CU-4) on RAC building roof	\$6,685.95
058	Modify SWS inlet near the Exit Plaza	\$3,418.17
059	Establish a unit price for road base stabilization, 4 in. rock at \$61.00/cy. Initial quantity of 50 cy	\$3,050.00
060-001	Modify the RAC Building Roof Edge	\$18,990.87
062	Establish a unit price for 3-inch, 3-cell Maxcell at \$6.26/lf. Initial quantity of 100 lf	\$626.00
063	Add 2" conduit from RAC offices to Room 203	\$6,686.05
064	Re-route two hot water lines out of Rooms 202 and 203 and into the ceiling of the RAC offices	\$10,742.51
066	Adjust water meter vault near Exit Plaza	\$1,430.37

CHANGE ORDER (CO)

068	Install tapered roof insulation on Rooms 112, 113,114 and 115	\$2,608.32
070	Add rental car agency back wall outlets	\$1,735.38
075	Add gang boxes (2) and conduit for RAC agency security cameras	\$506.16
077	Add a workstation with software, deploy hardware and software to facilitate a redundant path between the east and west data centers	\$1,840.55
Total:		\$73,877.21

Original Contract Award Sum:	\$33,917,970.53
Net Change by Previous authorized Change Orders:	\$1,812,383.49
Total Contract Sum Prior to this Change Order:	\$35,730,354.02
Net increase in this Change Order:	\$73,877.21
NEW CONTRACT SUM INCLUDING THIS CHANGE OR	\$35,804,231.23
Original Contract Time (Milestone #10) :	644 Days
Current Contract Time :	644 Days
This Change time add / deduct :	0 Days
Adjusted Contract Time :	644 Days

Except as modified in this agreement, all terms and conditions of the original Contract remain unchanged, in full force and effect, and are incorporated into this agreement to apply with equal force to the work described herein. This change order reflects complete and final payment for all costs for this Change including any and all schedule, field and home office overhead costs.

I hereby certify that I have reviewed and accept this Change Order in its entirety waive and release the Wichita Airport Authority (WAA) from any an all claims or cause of action arising therefore.

The undersigned Contractor has determined with regards to this Contract Change that the circumstances necessitating this Change in performance were not reasonably foreseeable at the time the bid was let, and that the Change does not expand the scope of work to be performed under the original Contract as signed, or that the Change Order, or that these conditions are not met, but the Change is in the best interest of the Wichita Airport Authority and adds value or utility that justifies WAA approval outside the existing policy.

ACCEPTED BY CONTRACTOR - Garrett Frieden (Crossland Construction Co.)	DATE
	1-13-15
ENGINEER/ARCHITECT APPROVAL - Jeffrey Hanson, P.E. (Carl Walker, Inc.)	DATE
DIRECTOR OF AIRPORTS APPROVAL - Victor White	DATE
INTERIM CITY ATTORNEY & DIRECTOR OF LAW, APPROVAL AS TO FORM - Sharon Dickgrafe	DATE
WAA APPROVAL - Carl Brewer (President)	DATE
CITY CLERK ATTEST	DATE